

The Centre of membership service is located at 1 One-north Crescent, Level 7, Singapore 138538 (the "Premises")

AGREEMENT DATE (DD/MM/YYYY): 15/03/2023

Reference No: L20230311125248

**JUSTCO**

Company Name : JUSTCO (SINGAPORE) PTE. LTD.

Company Registration No. : 201507302C

**Contact details**

Name : Sian-Tzu CASTEELS

Phone : +65 9170-0835

E-mail : siantzu.casteels@justcoglobal.com

**MEMBER**

Company Name : Jiangsu JieJie Microelectronics Co., Ltd

Company Registration No. (if applicable) : 913206001383726757

**Contact details**

Name : Kok Cheong Wong

Phone : +65 9675 2825

E-mail : Wong.Kok.Cheong@jjwdz-intl.com

**KEY DETAILS**

Type of Services : JustStudio

Allocated Office Space No. (if : S07 032 applicable)

Security Deposit : SGD 27,800.00

Fees Per Month : SGD 13,900.00  
Membership Fee

Initial Fee Payment\* : SGD 41,700.00

Intended Workstations (if : 15 applicable)

Service Term : 1 year 3 months

Commencement Date : 01/04/2023

End Date : 30/06/2024

\* consisting of the Security Deposit and the Membership Fee for the 1<sup>st</sup> month of the Service Term for which the Membership Fee is payable

**ADDITIONAL INFORMATION (IF ANY)**

Please refer to Appendix.

**EXECUTION**

The Member confirms it has carefully read and understood the terms and condition of this Membership Agreement in full and agrees to be bound by them. The signatory below confirms that he/she is duly authorised to sign this Membership Agreement for and on behalf of the Member and to legally bind the Member.

\_\_\_\_\_  
SIGNED ON BEHALF OF JUSTCO BY ITS AUTHORISED REPRESENTATIVE

\_\_\_\_\_  
SIGNED ON BEHALF OF THE MEMBER BY ITS AUTHORISED REPRESENTATIVE

Name :

Title :

Date (dd/mm/yyyy) :

Name :

Title :

Date (dd/mm/yyyy) :

WONG KOK CHEONG  
VP, Global Sales and Marketing  
15/03/2023

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## TERMS & CONDITIONS

### 1. Definitions

In this Agreement:

"**Agreement**" means this membership agreement;

"**Additional Services**" has the meaning given to such term in clause 4(d);

"**Additional Service Fee**" has the meaning given to such term in clause 4(d);

"**Allocated Office Space**" means the allocated office space within the Premises specified in the Key Details for a JustDesk Dedicated service or a JustStudio service;

"**Claim**" means any claim, action, demand, proceeding, judgment or order however arising, whether in connection with or relating to this Agreement, or at law, or in equity, or by statute, and whether by a party to this Agreement or by any other person or entity;

"**Commencement Date**" means the date specified as such in the Key Details, being the date on which JustCo will commence providing the Services to the Member under this Agreement;

"**End Date**" means the date specified as such in the Key Details, being the last day for the provision of Services by JustCo to the Member under this Agreement, provided that if this Agreement is renewed pursuant to clause 2, "**End Date**" shall mean the last day of the applicable Further Term;

"**Exit Fee**" means the fee payable by the Member to JustCo either (i) upon the termination or expiry of this Agreement or (ii) if the Member requests to change the Allocated Office Space and JustCo agrees to such request, in each case in respect of the cleaning and disinfection by JustCo of any Allocated Office Space specified in this Agreement, which shall be an amount determined by multiplying \$140 by the Intended Workstations of the relevant Allocated Office Space;

"**Further Term**" has the meaning given to such term in clause 2(b);

"**Group Company**" means a related corporation (as that term is defined in the Companies Act (Chapter 50)) of JustCo;

"**House Rules**" means the rules applicable to the use of the Premises (including the Allocated Office Space if any) made available to the Member on or before the Agreement Date and which can be also found on JustCo's website (currently at <https://www.iustcoglobal.com/sg/house-rules>), as may be updated or amended by JustCo from time to time;

"**Initial Fee Payment**" means the amount specified as such in the Key Details;

"**Intended Workstations**" means the number of workstations (if any) specified as such in the Key Details, being (a) with respect to a JustDesk Dedicated service, the number of workstations taken up under such service, or (b) with respect to a JustStudio service, the number of workstations designated by JustCo in respect of the assigned Allocated Office Space regardless of the actual number of workstations located in such Allocated Office Space;

"**Interest Rate**" means a rate of interest at 2% per month or the maximum interest rate permitted by applicable law, whichever is lower;

"**Inventory List**" means, where this Agreement is entered into in respect of a JustDesk Dedicated service or a JustStudio service, the list of fittings, fixtures, furniture, equipment and any other items provided by JustCo in respect of the specified Allocated Office Space, which list shall be verified and signed by JustCo and the Member on or before the Commencement Date;

"**JustCo**" means the person identified as such on page 1 of this Agreement;

"**JustCo Members**" means (other than the Member) those persons or entities who have signed membership agreements with JustCo or any Group Company in respect of the Premises or any Other Premises, and "**JustCo Member**" means any of them;

"**JustDesk Basic**", "**JustDesk Dedicated**", "**JustDesk Unlimited**", and "**JustStudio**", respectively, shall mean the service described as such (as applicable) on JustCo's website (currently at

<https://www.iustcoglobal.com/sg/plans-pricing> as may be updated or amended by JustCo from time to time);

"**Key Details**" means the section entitled as such on page 1 of this Agreement;

"**Member**" means the person identified as such on page 1 of this Agreement and shall include its Personnel and any other person it invites to the Premises and/or any Allocated Office Space specified in this Agreement;

"**Membership**" has the meaning given to such term in clause 3(a);

"**Membership Fee**" means the amount specified as such in the Key Details;

"**Other Premises**" means any co-working or serviced office center of JustCo or any Group Company other than the Premises;

"**Overstaying Fee**" has the meaning given to such term in clause 7(f);

"**Personal Data**" has the meaning given to such term in the Privacy Laws;

"**Personnel**" means officers, employees, agents and subcontractors;

"**Premises**" means the JustCo center specified as such on page 1 of this Agreement;

"**Privacy Laws**" means the Personal Data Protection Act 2012 (No.26 of 2012) and any other applicable laws or codes relating to the protection of Personal Data as well as all regulations made thereunder;

"**Privacy Policy**" means JustCo's privacy policy on JustCo's website (currently at <https://www.iustcoglobal.com/sg/privacy-policy>), as may be updated or amended by JustCo from time to time;

"**Security Deposit**" means the amount specified as such in the Key Details;

"**Services**" has the meaning given to such term in clause 4(a); and

"**Service Term**" means the term specified as such in the Key Details.

### 2. Term

(a) Subject to clause 2(b), this Agreement commences on the "Agreement Date" as specified on page 1 of this Agreement and, unless terminated earlier in accordance with its provisions, will continue until the End Date.

(b) Upon expiry of the Service Term, this Agreement will automatically renew for successive terms equal to the current Service Term (each a "**Further Term**"), unless either party gives the other party written notice of non-renewal on or before the notice date as follows:

|                                                                                                                                                     | Notice date                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| For all Services where the Service Term is not more than 2 months                                                                                   | Notice date is at least 2 weeks prior to expiry of Service Term  |
| For all Services where the Service Term is more than 2 months                                                                                       | Notice date is at least 2 months prior to expiry of Service Term |
| For a JustDesk Dedicated or JustStudio service where the Intended Workstations is 50 or more workstations and the Service Term is 12 months or more | Notice date is at least 4 months prior to expiry of Service Term |

(c) Each Further Term will be on the same provisions as this Agreement, subject to any adjustments to the Membership Fee required to be made to reflect JustCo's prevailing Membership Fee for the Services at the time of renewal, provided that any benefits or privileges specified in the section entitled "Additional Information" on page 1 of this Agreement or in an appendix to this Agreement shall not apply with respect to any Further Term unless expressly provided otherwise.

## 3. Membership

(a) JustCo shall provide the Member with the Services during the Service Term and any Further Term, subject to the provisions of this Agreement and the House Rules ("Membership").

(b) The Member acknowledges and agrees that:

(i) the Membership and this Agreement do not confer upon the Member a lease or tenancy or any right of exclusive possession or any ownership of or title to any part of the Premises and/or the Allocated Office Space (if any) and that they remain in JustCo's possession and control;

(ii) the availability of the Services under this Agreement is subject to clause 4(e) and compliance by the Member of its obligations under this Agreement, and the availability and scope of the Additional Services that JustCo or any Group Company provide under this Agreement are subject to change from time to time at JustCo's discretion.

(c) The Member acknowledges and agrees that JustCo:

(i) shall collect and use the Personal Data of the Member, including the information included in the Key Details, and may from time to time collect and use Personal Data from the Member's Personnel and other Permitted Occupiers, for the purpose of (1) fulfilling JustCo's obligations under this Agreement or applicable laws or (2) complying with directions from governmental authorities. The Member further agrees to facilitate any such collection of Personal Data from its Personnel; and

(ii) may record the common areas in the Premises and the Other Premises via video for security purposes.

(d) JustCo shall comply with the Privacy Laws when collecting, using and storing such Personal Data.

(e) The Member acknowledges and agrees that the House Rules form a part of this Agreement and that JustCo may vary the provisions of this Agreement or of the House Rules (including without limitation making any additions or deletions) as it deems reasonably appropriate or necessary. To the extent of an inconsistency between the terms of this Agreement and the House Rules, this Agreement prevails. JustCo shall not, without the consent of the Member, vary this Agreement or the House Rules pursuant to this clause 3(e) in a way which would have the effect of varying the Membership Fees payable under this Agreement or materially adversely affecting the Services under this Agreement.

(f) The Member agrees to JustCo's collection and use of Personal Data in connection with this Agreement as described in the Privacy Policy.

## 4. JustCo's Obligations

(a) JustCo agrees to provide to the Member during the Service Term and any Further Term the service stated on the first page of this Agreement i.e. either the JustStudio, JustDesk Unlimited, JustDesk Dedicated, or JustDesk Basic service (together with the rights set out in paragraph (b) below, as applicable, the "Services").

(b) The Services include:

(i) access to the Premises and access to the Allocated Office Space (if applicable);

(ii) non-exclusive use of the passageways, lavatories, pantries, breakout areas and other common areas, and any other common facilities in the Premises and the Other Premises; and

(iii) access to and use of the online community portal and member network of JustCo and the Group Companies.

(c) JustCo will use reasonable care and skill in performing the Services to a reasonable standard and, subject to clause 15, in accordance with applicable laws.

(d) In addition to the Services, the Member shall have access to events and offerings from JustCo or any Group Company and, upon request to and subject to agreement by JustCo, any other additional services related to or complementary to the Services, in each case at such additional fees and upon such other terms (if any) to be advised by JustCo (collectively the "Additional Services"). Any additional fee charged in respect of an Additional Service shall be referred to in this

Agreement as the "Additional Service Fee". JustCo shall inform the Member of the Additional Service Fee (if any) required of any Additional Service before such Additional Service is to be provided, and the Member can decline such Additional Service before it is provided if it does not agree with such Additional Service Fee.

(e) Where reasonably necessary for JustCo's operational requirements (including without limitation emergencies or health and/or safety situations), JustCo may replace the Allocated Office Space, if any, with another allocated office space of comparable size at the Premises or any other of JustCo's other operating premises. In such circumstances, JustCo must provide prior notice to the Member detailing the change, provided that prior notice is not required where such change is necessitated by an emergency or any situation affecting health and/or safety. JustCo will use reasonable efforts to minimise any inconvenience which may be caused to the Member as a result of the replacement of an Allocated Office Space. In the unlikely event that JustCo is unable to provide the Member with a reasonably acceptable alternative allocated office space, this Agreement shall terminate on the date the replacement of the Allocated Office Space is intended to take effect.

## 5. Member's Obligations

(a) The Member agrees to:

(i) comply with its obligations under this Agreement and the House Rules as well as all applicable laws which may from time to time be imposed on the use of the Services;

(ii) take reasonable care of the Allocated Office Space (if any) and the Premises (including without limitation the machinery, equipment, items, equipment and cable connections, furniture and fittings) and keep them in good and clean condition (subject to fair wear and tear);

(iii) not carry out any alterations, additions or any changes of a structural nature or otherwise to the Premises, any Other Premises, or any Allocated Office Space specified in this Agreement without prior written consent from JustCo;

(iv) ensure that the Premises, any Other Premises and any Allocated Office Space specified in this Agreement are secured when leaving such premises;

(v) not do or permit anything be done on the Premises, any Other Premises and/or any Allocated Office Space specified in this Agreement that is or likely to, in JustCo's reasonable opinion:

A. be a nuisance or annoyance or harassment;

B. interfere with the quiet, comfort and peace of such premises;

C. cause any injury, damage or loss to JustCo or any JustCo Member or any other person or entity; or

D. be unlawful, immoral or illegal in nature or constituting a criminal offence or tortious act under any applicable laws; and

(vi) not carry out its own repair or rectification or restoration works in the Premises and/or any Allocated Office Space specified in this Agreement.

(b) The Member acknowledges and agrees that:

(i) the Member is responsible for any person in the Premises or Allocated Office Space with the Member's permission ("Permitted Occupier"); and

(ii) any breach of the Member's obligations in this Agreement or the House Rules by a Permitted Occupier shall be deemed to be a breach of this Agreement by the Member.

## 6. Security Deposit

(a) The Member shall pay to JustCo the Security Deposit as security for the due performance and observance by the Member of all its obligations under this Agreement and the House Rules.

(b) The Security Deposit shall be paid by the Member as part of the Initial Fee Payment, which shall be paid by the Member pursuant to clause 7(a). The Security Deposit must be maintained in full throughout the Service Term and any Further Term.

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(c) The Member will, within seven (7) days of receiving a demand from JustCo, pay to JustCo such sum as may be necessary to ensure that the Security Deposit is maintained in the amount set out in the Key Details.

(d) JustCo has the right to deduct from the Security Deposit any amount due and owing by the Member to JustCo whether under this Agreement or any other agreement (including without limitation the Membership Fee, any Additional Service Fee, any Exit Fee, any Overstaying Fee, bank charges, and/or any other amount described in this Agreement).

(e) Payment of the Security Deposit by the Member or any deduction from it by JustCo will not relieve the Member from any of its obligations under this Agreement and/or the House Rules or act as a waiver or otherwise limit JustCo's rights against the Member in respect of any breach of this Agreement and/or the House Rules.

(f) The Security Deposit cannot be used by the Member to offset against any Membership Fees or any Additional Service Fee or any other fees or amount owing to JustCo pursuant to this Agreement.

(g) Subject to any deductions made by JustCo pursuant to this Agreement, the Security Deposit is refundable, without any interest, to the Member within sixty (60) days of the later of (i) the expiry or termination of this Agreement and (ii) the date by which the Member has fulfilled its obligations under this Agreement and/or the House Rules to JustCo's reasonable satisfaction.

(h) The Security Deposit refund will be in the form of a bank transfer to a bank account in the name of the Member the details of which shall be provided by the Member to JustCo within five business days from the expiry or termination of this Agreement. If the Member provides the details of such bank account after such period, the number of days JustCo has to refund the Security Deposit pursuant to clause 6(g) shall be extended accordingly. The Member shall bear any and all bank transfer or transaction fees, expenses or bank administrative charges or currency exchange issues in connection with such refund.

## 7. Fees, Payment and Invoicing

(a) **(Initial Fee Payment)** The Member shall pay the Initial Fee Payment to JustCo the earlier of either seven (7) days from the date JustCo issues the invoice in respect of such amount to the Member or the Commencement Date. If the Initial Fee Payment is not paid by the Commencement Date, JustCo shall not be required to provide the Services to the Member until the Initial Fee Payment is paid.

(b) **(Membership Fee)** The Member shall pay the Membership Fee to JustCo, in each case without any deduction, setoff, withholding or counterclaim:

(i) where this Agreement is in respect of a JustDesk Basic service, upfront in full for the entire Service Term (less the Membership Fee in respect of the first month such fee is payable if such fee was paid as part of the Initial Fee Payment) by the Commencement Date, and JustCo shall invoice the Member such amount prior to the Commencement Date; and

(ii) where this Agreement is in respect of any other service, monthly in advance by the first day of each month, and JustCo shall invoice the Member for the Membership Fee on a monthly basis in advance.

(c) **(Additional Service Fee and Other Amounts)** JustCo will invoice the Member for any Additional Service Fee and any other amounts payable under this Agreement as and when such fees or amounts arise. The Member shall pay each such invoice by the due date specified in such invoice.

(d) **(Late Payment)** If any invoiced amount remains unpaid beyond its specified due date, JustCo may at its discretion (without limiting its rights or remedies):

(i) immediately suspend any or all of the Services and/or Additional Services and/or restrict the Member's access to the Premises, the Other Premises and any Allocated Office Space specified in this Agreement (including access to their possessions therein), and charge a re-activation fee of \$100 to lift such suspension and/or restriction after the Member has paid all outstanding amounts;

(ii) charge a late payment fee of \$80 and also interest at the Interest Rate on such outstanding amount from the day

immediately following the specified due date to the date such amount is finally paid in full;

(iii) terminate this Agreement pursuant to clause 12(a);

(iv) treat all incurred amounts as being immediately due and payable;

(v) take action to recover such outstanding amount and other outstanding amounts owing to JustCo and any Group Company (including without limitation any interest), and all costs and expenses incurred in recovering such amounts (including without limitation all legal costs on a full indemnity basis); and/or

(vi) charge an administrative fee of \$100 for any returned cheque or stop payment cheque issued by the Member.

(e) **(Administrative Fees)** Where applicable, the Member must pay any bank administrative fees, bank charges, transactions costs, credit card fees and foreign exchange charges incurred in relation to this Agreement.

(f) **(Overstaying Fees)** The Member shall be responsible for additional charges in the event that the Member remains in the Premises or Allocated Office Space (if any) beyond the expiry or termination of the Agreement ("**Holding Over**"). The additional charges for such Holding Over shall include (i) the "**Overstaying Fees**" which shall be calculated on a daily basis from the day commencing after the termination or expiry of this Agreement up to the day the Member vacates the Premises and/or the Allocated Office Space (if any) or enters into a renewal of this Agreement with JustCo, whichever is the earlier, and (ii) any compensation which JustCo pays to another JustCo Member who was unable to occupy the Allocated Office Space, as well as any damages suffered and/or losses incurred by JustCo, due to the Member's breach of its obligations set out in clause 13(a). For the avoidance of doubt, the daily Overstaying Fees shall be the sum of (i) a daily fee which is a proration of the Membership Fee and (ii) a 25% surcharge of the said prorated fees.

(g) **(Taxes)** All amounts specified in this Agreement are exclusive of sales, use, excise and goods and services taxes, value added taxes and any other similar taxes. In addition to paying all amounts payable under this Agreement, the Member shall also pay such taxes where applicable on all such amounts and, if requested by JustCo, provide to JustCo evidence of such payment.

(h) **(Currency)** All amounts specified in this Agreement are stated in Singapore dollars unless specified otherwise.

## 8. Access to the Allocated Office Space

JustCo's Personnel may, acting reasonably and using reasonable efforts not to unduly affect the business operations of the Member and on reasonable written notice to the Member (except in an emergency or for general daily cleaning), enter the Allocated Office Space (if any) at any time for:

(a) routine inspections to evaluate the state and condition of the Allocated Office Space;

(b) to carry out testing, repair works and maintenance;

(c) to show the Allocated Office Space to interested or prospective clients of JustCo after the Member has given due notice of non-renewal of this Agreement pursuant to clause 2(b) and/or

(d) any other reasonable reason as specified in the written notice given to the Member prior to such entry.

## 9. Insurance

The Member is encouraged to take out and maintain, at its own cost, for the duration of the Service Term and any Further Term, insurance that covers the Member's belongings and effects, and any third party liability and/or liability to the Member's Personnel. Should the Member choose not to take out and maintain any insurance, then the Member hereby releases and indemnifies JustCo from all loss and damages which may arise out of the Member's failure to effect the said insurance or which would have been covered by such insurance if it had been effected.

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## 10. Compliance with laws

(a) Each party must comply with all applicable laws where the Premises are located, including without limitation all Privacy Laws and all privacy laws of each other country in which Personal Data is received, collected, held, used or disclosed by that party in connection with this Agreement.

(b) If the Member is excluded from the operation of all or part of any Privacy Laws, the Member agrees to comply with those Privacy Laws as if it were bound.

(c) Each party must ensure that its Personnel have not taken, directly or indirectly, any action or refrained from taking any action that would cause that party to be in violation of any applicable laws.

## 11. Confidentiality

(a) Each party shall keep the provisions of this Agreement confidential and shall not disclose any such provision to any other person or entity without the prior written consent of the other party, provided that JustCo or any Group Company shall have the right to identify the Member as a member of the Premises.

(b) The confidentiality obligations in this clause do not apply to information that:

- (i) is or becomes legally in the public domain without a breach of such confidential obligations; or
- (ii) is required to be disclosed by law.

## 12. Termination

JustCo may immediately terminate this Agreement by written notice:

- (a) if the Membership Fees and/or any other fees or charges payable by the Member under this Agreement are not paid by the due date;
- (b) if the Member has breached any other provisions of this Agreement and/or the House Rules and such breach is not remedied in full within such reasonable period of time provided by JustCo after JustCo has delivered a notice of breach to the Member; or
- (c) if insolvency, bankruptcy or judicial management (or other similar process) proceedings are commenced against the Member or if the Member becomes unable to pay its debts as they fall due or enters into or becomes subject to any form of insolvency administration or arrangements with its creditors.

## 13. Effect of termination or expiry

(a) Upon the termination or expiry of this Agreement:

- (i) the Member's right to have access to or use the Premises, the Other Premises and any Allocated Office Space specified in this Agreement shall immediately cease;
- (ii) where any Allocated Office Space is specified in this Agreement, the Member must promptly vacate and deliver up to JustCo such Allocated Office Space in a good and clean condition as well as all fittings, fixtures, furniture, equipment and any other items specified in the Inventory List in good and serviceable condition, in each case subject to fair wear and tear, compensate JustCo for any item specified in the Inventory List but not delivered up to JustCo, and/or otherwise pay to JustCo the cost for restoring the Allocated Office Space to such condition;
- (iii) in the event any Allocated Office Space specified in this Agreement has been customized at the request of the Member, the Member shall pay to JustCo all costs for restoring such Allocated Office Space to the state it was in prior to such customization or to such other state as may be agreed in writing between the Member and JustCo;
- (iv) where any Allocated Office Space is specified in this Agreement, the Member shall pay to JustCo the Exit Fee;
- (v) the Member shall pay to JustCo all other amounts payable under this Agreement and not yet paid (regardless of whether any such amount had been previously invoiced);
- (vi) JustCo has the right to immediately re-occupy, without prior notice, any Allocated Office Space specified in this Agreement;
- (vii) any items, belongings and/or personal effects left behind by the Member, its Personnel and/or its Permitted Occupiers will be deemed to have been abandoned and JustCo may dispose

of such items in any manner at its sole discretion. JustCo is not liable for any disposal of such items under this clause and the Member shall be responsible for paying any fees reasonably incurred by JustCo in disposing of such items; and

(viii) all amounts payable under this clause 13(a) shall be paid by the Member to JustCo within seven (7) days from the date JustCo issues an invoice in respect of any such amounts to the Member.

(b) Upon the termination or expiry of this Agreement, and if this Agreement is in respect of a JustDesk Dedicated or JustStudio service, the Member shall be automatically enrolled for a JustDesk Basic service, at JustCo's then prevailing list price, for three (3) months commencing immediately following the date of expiry or termination of this Agreement; the payment for the three (3) months of such service shall be deducted from the Security Deposit before it is refunded to the Member pursuant to clause 6(g).

(c) If this Agreement is terminated by JustCo pursuant to clause 12, JustCo has the right to require the Member to pay an amount up to the Membership Fees payable for the remainder of the Service Term, such payment to be made within fourteen (14) days from the date of JustCo's written notice on the same. Any such payment shall be in addition to the other obligations set out in this clause 13.

## 14. Non-Compete and Non-Solicit Restraint

The Member acknowledges and agrees to:

- (a) not, at any time, directly or indirectly, through another business or affiliate, offer to any JustCo Member services which are of a similar nature to, or in competition with, those offered by JustCo or a Group Company under this Agreement without the prior written consent of JustCo or the relevant Group Company;
- (b) abstain from any direct or indirect soliciting of JustCo Members within the Premises or any Other Premises without the prior written consent of JustCo or the relevant Group Company; and
- (c) not solicit or offer employment to any of JustCo or Group Company's Personnel during the Service Term and any Further Term and for a period of twelve (12) months after the expiry or termination of this Agreement.

## 15. JustCo's Liability

(a) JustCo and/or the relevant Group Company provides the Services and Additional Services on an "as is" basis and to the maximum extent permitted by law, excludes any representation, warranty, condition, guarantee or undertaking that may be implied by law or statute into this Agreement.

(b) Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred on the Member by any consumer protection legislation or any other applicable law that cannot be lawfully excluded, restricted or modified ("Non-Excludable Obligation"). However to the fullest extent permitted by law, JustCo's liability for a breach of a Non-Excludable Obligation is limited, at JustCo's option, to the cost of supplying the Services again or payment of the cost of having the Services supplied again.

(c) Other than any wilful default, gross negligence or fraudulent conduct on JustCo's part, JustCo is not responsible for and the Member releases JustCo from any claims or liability arising out of or in relation to:

- (i) any interruption, disruption or cessation in the Member's use of the Premises and/or any Other Premises and/or the Allocated Office Space;
- (ii) any damage, injury or loss caused by any JustCo Member or persons on the Premises and/or any Other Premises;
- (iii) any accident, happening or injury suffered on the Premises and/or any Other Premises; or
- (iv) any damage to or loss of any goods or property on the Premises and/or any Other Premises.

(d) JustCo does not represent, warrant or guarantee to the Member any condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement.

(e) Neither JustCo nor any Group Company shall be liable to the Member, in any circumstances, for any special, indirect or

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consequential damages, including without limitation any loss of profits or losses related to business interruption.

(f) JustCo shall not be responsible for any mail, package or any other delivery addressed for delivery to the Premises or any Other Premises, or the Allocated Office Space (if applicable).

(g) The Member agrees that it shall not commence any action or proceeding in connection with or relating to this Agreement unless such action or proceeding is commenced within one year of the occurrence of the alleged cause of action that is the subject of such action or proceeding.

#### **16. The Member's Liability**

(a) The Member shall be liable for, and hereby indemnifies and holds harmless JustCo, each Group Company and their respective Personnel (the "Indemnified Persons") from and against, all Claims arising out of or in connection with any breach by the Member of this Agreement or the use of the Services or Additional Services by the Member (except to the extent any such Claim arises due to JustCo's gross negligence or wilful default).

(b) The Member indemnifies the Indemnified Persons for any and all costs incurred for repairs or replacement to make good any damage resulting from the use by the Member of the Premises, any Other Premises and/or any Allocated Office Space specified in this Agreement, fair wear and tear excepted.

(c) The condition of the Allocated Office Space as against the Inventory List shall be conclusive evidence against the Member in relation to the damages, costs and/or expenses incurred or suffered by JustCo or such Group Company.

#### **17. Limitation of liability**

(a) Each party's liability under this Agreement will be reduced proportionally to the extent that the liability is caused by the other party.

(b) Neither party shall be liable for any delays in the performance of obligations under this Agreement (other than payment obligations) resulting from circumstances or causes beyond its reasonable control, including without limitation power outages, fire or other casualty, natural disaster, act of God, epidemic, strike or labour dispute, war or civil unrest, terrorism, or any law, order or requirement of any governmental authority.

#### **18. General**

(a) **(Entire Agreement)** This Agreement together with the House Rules and the Inventory List (if any) constitute the entire agreement between JustCo and the Member with respect to the subject matter of this Agreement. The Member acknowledges it has not relied on any representations or warranties outside of this Agreement in entering into this Agreement.

(b) **(Severability)** If any part of the provisions of this Agreement is illegal or unenforceable, it will be severed from these provisions and the remaining provisions will continue in full force and effect.

(c) **(Relationship)** The relationship between the parties is one of independent contractors. Nothing in this Agreement creates or implies any partnership, joint venture, fiduciary, agency or employment relationship between the parties. Each party is engaged in the operation of its own respective business, and neither party shall have any right, power or authority to create any obligation, expressed or implied, on behalf of the other party.

(d) **(Jurisdiction)** This Agreement is governed by the laws of Singapore and the parties submit to the non-exclusive jurisdiction of the Singapore Courts.

(e) **(Assignment)** The Member must not assign or novate any of its rights or obligations under this Agreement without prior written consent from JustCo. JustCo may assign its rights or novate this Agreement to any Group Company.

(f) **(Communication)** Any invoice, notice, demand or other communication to be served on a party must be in writing. Notices

may be sent by letter or email using the Contact Details in this Agreement, or as updated by a party by notice, and will be deemed to have been received on the date and time delivered to the Premises or if sent by email, on the date and time that the email was sent (as evidenced in the sender's email sent history).

(g) **(Waiver)** Mere delay by a party in exercising any right does not constitute a waiver of that right, nor will any waiver (either wholly or in part) by a party of any particular right operate as a subsequent waiver of the same or any other right of that party. JustCo's rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

(h) **(Survival)** Clauses 6, 7 (to the extent any amounts remain outstanding), 11, 13, 14, 16, 17, and 18(d), and all other provisions of this Agreement reasonably expected to survive the expiry or termination of this Agreement, shall survive the expiry or termination of this Agreement.

Updated as at 18 February 2022



JUSTCO (SINGAPORE) PTE. LTD.  
Company Registration No.: 201507302C

176, ORCHARD ROAD, #05-05, THE CENTREPOINT, SINGAPORE 238843

[www.justcoglobal.com](http://www.justcoglobal.com)

### Appendix

- This Membership Agreement will supersede the Member's Membership Agreement(s) dated 03-08-2022 (Razer Singapore HQ - JustStudio/JustDesk Dedicated) for the period from 01-04-2023 to 31-08-2023. (License Ref ID: L20220803143142)
- JustCo shall waive the Total Membership Fee for the period of 01-01-2024 to 30-06-2024.
- The Member is entitled to 2.0 complimentary Telephone Line and Setup fee every month during the Service Term (on a calendar month basis, and shall be prorated accordingly where any month in the Service Term is not a full calendar month), provided that outstanding complimentary usage shall not be carried forward to the next month.
- The Member is entitled to 2.0 complimentary Additional Cabinet every month during the Service Term (on a calendar month basis, and shall be prorated accordingly where any month in the Service Term is not a full calendar month), provided that outstanding complimentary usage shall not be carried forward to the next month.
- JustCo shall provide 1.0 Signage to the Member at SGD 50.00 per month (before GST) during the term of this Membership Agreement.
- The Member is entitled to 1.0 complimentary High Power Consuming Equipment Electricity Charges every month during the Service Term (on a calendar month basis, and shall be prorated accordingly where any month in the Service Term is not a full calendar month), provided that outstanding complimentary usage shall not be carried forward to the next month.
- The Member is entitled to SGD 750.00 of complimentary usage of all types of Meeting Rooms every month during the Service Term (on a calendar month basis, and shall be prorated accordingly where any month in the Service Term is not a full calendar month), provided the outstanding complimentary usage shall not be carried forward to the next month.

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