
MEMBERSHIP AGREEMENT

[YK-SG-ON-ZS-0328(2024)]

THIS AGREEMENT IS ENTERED INTO ON THE 9th DAY OF JANUARY 2024

BETWEEN :

1. **UCOMMUNE SINGAPORE PTE LTD** (UEN : 201633328E), a company incorporated under the laws of the Republic of Singapore and having its registered address at 230 Victoria Street, #15-01/08, Bugis Junction, Singapore 188024 ("**Ucommune**") with the contact person and email being [**LIU En Xi**: enxi.liu@ucommune.com.sg];

AND

2. **the party whose name and particulars are found in Schedule 1 of this Agreement ("Member")**,

(collectively the "**Parties**", and each a "**Party**").

WHEREAS:

- A. At the request of the Member, Ucommune has agreed to provide membership services to the Member on the terms and subject to the conditions contained in this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement and the Schedules, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"**Agreement**" means this Agreement (including the Schedules), as may be amended, modified or supplemented from time to time;

"Authorities" means any and all government and statutory authorities;

"Building" shall be as defined in Item A of Schedule 2;

"Business Day" means any day on which commercial banks are open for business in Singapore, other than Saturdays, Sundays and days which have been gazetted as public holidays in Singapore;

"Companies Act" means the Companies Act (Chapter 50) of Singapore;

"Landlord of the Premises" shall be as defined in Item A of Schedule 2;

"Member's Allocated Area" shall be as defined in Item A of Schedule 2;

"Monthly Fees" shall be as defined in Item A of Schedule 2;

"Premises" shall be as defined in Item A of Schedule 2; and

"Security Deposit" shall be as defined in Item A of Schedule 2.

- 1.2 References herein to Recitals, Clauses and Schedules are to clauses in, recitals of and schedules to this Agreement. The Schedules form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement.
- 1.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4 The Recitals are to be read and construed as essential parts of this Agreement.

2. MEMBERSHIP

- 2.1 The Member hereby agrees to the details of the membership as set out in Item A of Schedule 2.

3. PAYMENT

- 3.1 The Member shall make payment to Ucommune in accordance with the terms as set out in Item B of Schedule 2.

4. STANDARD TERMS AND CONDITIONS

- 4.1 The Member agrees to the standard terms and conditions as attached at Schedule 3.

5. GENERAL

- 5.1 This Agreement shall be binding upon and inure for the benefit of the successors, personal representatives and estates of the Parties. Except as otherwise expressly provided in this Agreement, no rights and obligations in this Agreement shall be assigned to any other person by any Party without the prior written consent of the other Party. Nothing herein contained shall prevent an assignment to a successor of any Party if such succession is created as a result of a merger or consolidation involving a transfer of ownership of all or substantially all of its assets by any Party; provided that the successor to such Party in any such transaction shall assume in writing or as a matter of law the obligations of such Party hereunder with full continuing liability of such Party and further provided that prior written notice of such transaction shall be given by such Party to the other Party. No assignment shall relieve any Party of its obligations in this Agreement.
- 5.2 Any amendment of or supplement to this Agreement, including this provision and the Schedules, must be in writing (or in any other form required by applicable law) and executed by the Parties to be effective.

6. NOTICES

- 6.1 Any notice required to be given by any Party to the other shall be deemed validly served by hand delivery or by email or by prepaid registered letter sent through the post to its address given herein or such other address as may from time to time be notified for this purpose and any notice served by hand shall be deemed to have been served on delivery, any notice served by email shall be deemed to have been served when sent and any notice served by prepaid registered letter shall be deemed to have been served three (3) Business Days after the time at which it was posted and in proving service it shall be sufficient to prove that the notice was properly addressed and delivered or posted, as the case may be. The initial address and email of Ucommune shall be as set out above and the initial address and email of the Member are as set out in Schedule 1.

7. TIME OF THE ESSENCE

Any time, date or period mentioned in any provision of this Agreement may be extended by mutual agreement between the Parties hereto but as regard to any time, date or period originally fixed and not extended or any time, date or period so extended as aforesaid, time shall be of the essence.

8. COUNTERPARTS

This Agreement may be signed in any number of counterparts each of which shall together constitute the same agreement. Any Party may enter into this Agreement by signing any such counterpart. Each counterpart may be signed and executed by the Parties and transmitted by email and shall be as valid and effectual as if executed as an original.

SCHEDULE 1
(Name and particulars of the Member)

Name	Registered Address	Correspondence Address (if different from Registered Address)	Registration Number/ Identification Number	Name and contact person and email
HILLS CREATIVE ARTS PTE LTD	15B LLOYD ROAD, LLOYD MANSION, SINGAPORE 239098	67 AYER RAJAH CRESCENT, #02-10/17, SINGAPORE 139950	200304445W	ALEX GOH KOK CHEN 9758 1048 accounts@hillscreativearts.com

SCHEDULE 2

(Membership details and payment terms)

Item A (Membership terms)	
Services for the Member	In consideration of the Member making payment of the Periodic Fees, the Member can enjoy the following services for the Duration of Agreement : (a) the usage of the Member's Allocated Area during Access Hours to Premises; (b) usage of the common wi-fi services provided at the Premises; and (c) attend the events organized by Ucommune at the Premises and usage of the Ucommune mobile app.
Additional services for the Member upon payment of the additional relevant fees as set out by Ucommune from time to time	The Member can enjoy the following additional services upon payment of the relevant fees as set out by Ucommune from time to time : (a) printing services: 90 pcs B&W printing per month (b) scanning services; (c) usage of meeting rooms: 360 credits per month (d) such other services as Ucommune may determine from time to time. (e) 1 complimentary VO package "The Creative Bazaar Pte Ltd" The Member can access the Ucommune mobile app to view the additional services which Ucommune provides to the Member for the relevant fees.

Building	LaunchPad @ One -North
Premises	BLK 67
Landlord of Premises	Jurong Town Corporation
Access Hours to Premises	24 hours (subject to the provisions of this Agreement, the House Rules (as defined in Schedule 3) and any bye-laws or regulations in respect of the Building and/or the Premises including any occupancy manual) The Member shall adhere strictly to the House Rules and any bye-laws or regulations in respect of the Building and/or the Premises.
Member's Allocated Area	Private Office: <u>CR01</u>
Duration of Agreement	Fixed term of <u>12 months</u> commencing from the Commencement Date of <u>1st April 2024</u> and and expiring on <u>31st March 2025</u>
Commencement Date	<u>1st April 2024</u>
Monthly Fees	<u>S\$1,280.00</u> subject to GST which shall be paid in the following manner : (a) the Member shall pay the sum of <u>S\$1,280.00</u> subject to GST upon the execution of this Agreement; and (b) the Member shall subsequently pay the monthly fee in advance on the 1st calendar day of every calendar month without any deductions, setoff or counterclaim. (c) the Member shall also pay the applicable GST on each amount at the relevant time. Any and all monthly fee are paid on a strictly non-refundable basis.

Security Deposit	The Member shall pay the sum of <u>S\$2,560.00</u> upon the execution of this Agreement.
Access card	On request.
Name on signage	HILLS CREATIVE ARTS PTE LTD
Other terms	(i) The Member shall not do or omit to do anything which will result in Ucommune being in breach of the agreement entered into between Ucommune and the Landlord of the Premises and any regulations or bye-laws in respect of the Building and/or the Premises including any occupancy manual. (ii) The Member shall not bring any items to the Premises and/or the Member's Allocated Area and shall not carry out any alterations at the Premises and/or the Member's Allocated Area without the prior written approval of Ucommune. (iii) Ucommune shall in its sole discretion determine the number of persons allowed at the Member's Allocated Area and the Member shall at all times provide to Ucommune the names and particulars of the persons who shall be at the Member's Allocated Area. The number of persons allowed at the Member's Allocated Area shall be as determined by Ucommune from time to time. (iv) The Member irrevocably agrees and undertakes to provide such information and data ("Data") as the Landlord of the Premises and Ucommune may require from time to time in such format prescribed on a half-yearly basis (ie by the last day of January and the last day of July) and at any time upon three (3) days' notice from Ucommune, such data to include the following information : (aa) details of the Member such as its name, industry sector, name of directors, sole proprietors, partners (local and foreign) and value proposition; (bb) annual revenue; (cc) manpower; and (dd) milestones achieved, e.g. significant projects, market penetration, annual turnover, technology breakthrough and funding raised.

	(v) The Member hereby irrevocably agrees that the Data will be disclosed to Ucommune for release to the Authorities for any purposes whatsoever and the publication of such data shall be anonymous and communicated at an aggregate level. (vi) Notwithstanding the other provisions of this Agreement, Ucommune may at any time terminate this Agreement without any liability whatsoever by giving the Member two (2) months' prior written notice.
Item B (Payment terms)	
Payment mode	Two-month Deposit Monthly payment TT or Cheque
Billing address	67 AYER RAJAH CRESCENT, #02-10/17, SINGAPORE 139950
Contact person and email for billing	ALEX GOH KOK CHEN 9758 1048 accounts@hillscreativearts.com

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

Signed by

Name: LIU ENXI

for and on behalf of

Ucommune Singapore Pte Ltd

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in the presence of

Name:

NRIC / Passport No:

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Signed by

Name: ALEX GOH KOK CHEN

for and on behalf of

HILLS CREATIVE ARTS PTE LTD

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in the presence of

Name:

NRIC / Passport No:

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