

6 July 2026

Dear LHN Parking Team,

I am already registered with you but I have changed my car so would like to update to a new IU.

- The old IU was: 1126809194 (for SLF2289Y mitsubishi outlander)
- The new IU is: 1128333620 (for SLZ764A mitsubishi outlander)
- On the pages below is my tenancy agreement for my office space provider, the address is:

CSSD INTERNATIONAL BUSINESS COOPERATION CENTRE
PTE. LTD.
55 AYER RAJAH CRESCENT #01-01
SINGAPORE
139949

Thanks and regards,
Chris

CSSD INTERNATIONAL BUSINESS COOPERATION CENTRE PTE. LTD.
as the “Licensor”

中新国际商务合作中心私人有限公司
作为“业主许可人”

AND
和

GIST SYSTEMS PTE. LTD.
as the “Licensee”

[**GIST SYSTEMS PTE. LTD.**]
作为“承租人”

LICENCE AGREEMENT
合同协议

DATED 22 JANUARY 2026
2026 年 1 月 22 日

Suzhou Industrial Park International Business Cooperation Centre (Singapore)
苏州工业园区国际商务合作中心（新加坡）

TABLE OF CONTENTS 目录

1.	DEFINITIONS AND INTERPRETATION 定义和解释	2
2.	SERVICES 服务	4
3.	LICENCE FEES, MISCELLANEOUS FEES AND PAYMENT DETAILS 许可费、杂费和付款明细	4
4.	SECURITY DEPOSIT (IF APPLICABLE) 保证金（如适用）	6
5.	AUTHORISED USERS 授权用户	7
6.	GUESTS 访客	8
7.	RESERVED RIGHTS 保留权利	8
8.	NO LIABILITY FOR THIRD-PARTY ACTORS 对第三方参与者不承担任何责任	9
9.	TERM & TERMINATION 期限和终止	10
10.	EXPIRY OR END OF TERM 租约期满或结束	12
11.	PERMITTED USE 允许使用	13
12.	HOUSE RULES 载体内规则	13
13.	USE OF THE CENTRE'S NAME; PHOTOGRAPHS OF THE CENTRE 中心名称的使用；中心的照片	17
14.	CONFIDENTIALITY 保密	17
15.	INDEMNIFICATION 赔偿	19
16.	INSURANCE 保险	20
17.	DISCLAIMER OF WARRANTIES AND IMPLIED TERMS 免责声明和默示条款	20
18.	WAIVER OF CLAIMS 放弃索赔	20
19.	LIMITATION OF LIABILITY 责任限制	21
20.	FORCE MAJEURE 不可抗力	22
21.	RELATIONSHIP OF THE PARTIES 双方关系	22
22.	MEDIA RELEASE 媒体发布	23
23.	UPDATES TO THE AGREEMENT 协议更新	24
24.	NOTICES 通知	25
25.	WAIVER 弃权	25
26.	ASSIGNMENT 分配	26
27.	SEVERABILITY 可分割性	26
28.	ENTIRE AGREEMENT 整个协议	26
29.	GOVERNING LAW, REGULATIONS AND DISPUTE RESOLUTION 管辖法律、法规和争议解决	27
	ANNEX A 附件 A	28
	ANNEX B 附件 B	35

LICENCE AGREEMENT

许可协议

Ref. No. [202601221]

序列号[202601221]

This licence agreement (the “**Agreement**”) is made on 22 JANUARY 2026 (hereinafter referred as to “**Effective Date**”).

本许可协议（“**协议**”）于 2026 年 1 月 22 日（以下简称“**生效日期**”）签订。

BETWEEN:

协议方：

- (1) **CSSD INTERNATIONAL BUSINESS COOPERATION CENTRE PTE. LTD.** (UEN: 202102905K), a company incorporated in Singapore, with the registered office address of Blk 55 Ayer Rajah Crescent #01-01, Singapore 139949 (the “**Licensor**”); and

中新国际商务合作中心私人有限公司 (UEN: 202102905K)，一家在新加坡注册成立的公
司，注册办公地址为大牌 55 亚逸拉惹弯 1 楼 1 号，新加坡邮区 139949（“**许可方**”）；
和

- (2) **GIST SYSTEMS PTE. LTD.** (UEN: 201938708K), a company incorporated in Singapore, with the registered office address of 29 YARWOOD AVENUE, SINGAPORE 588001 (the “**Licensee**”);

GIST SYSTEMS PTE. LTD. (UEN: 201938708K)，一家在新加坡注册成立的公
司，注册办公地址为 29 YARWOOD AVENUE，新加坡邮区 588001（“**获许可方**”）；

(collectively referred to as the “**Parties**” and each a “**Party**”).

（统称为“**双方**”，各称为“**一方**”）

BACKGROUND:

背景：

- (A) The Licensor is a wholly owned subsidiary of China-Singapore Suzhou Industrial Park Development Group Co., Ltd. (“**CSSD**”), and an operator of a co-working space and tech incubator located at Blk 55 Ayer Rajah Crescent Singapore 139949, Level 1 & 2 units from 01 to 26 (“**Centre**”) that focuses on creating an ecosystem for both inbound Chinese investments into Singapore and Singapore-based tech start-ups looking to venture to the greater China market.

许可方是中新苏州工业园区开发集团股份有限公司（“**中新集团**”）的全资子公司，并且是位于新加坡邮区 139949 亚逸拉惹弯大牌 55 座 1 至 2 楼 01 至 26 号单元（“**中心**”）的共享办公空间和技术孵化器的运营商，专注于为中国企业在新加坡的跨境投资和展望进入大中华市场的新加坡科技初创企业创造一个生态系统。

- (B) The Licensor agrees to provide to the Licensee the services as set out in **Annex A** attached hereto (the “**Services**”) on the terms and conditions of this Agreement.

许可方同意根据本协议的条款和条件向获许可方提供本协议**附件 A** 中规定的服务（“**服务**”）。

- (C) By signing below, the Licensee accepts and agrees to be bound by all the terms and conditions of this Licence Agreement.

通过在下方签名，获许可方接受并同意受本许可协议的所有条款和条件的约束。

IT IS HEREBY AGREED as follows:

特此议定如下：

1. DEFINITIONS AND INTERPRETATION

定义和解释

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

在本协议中，下列词语（除非语境上另有要求）具有以下含义：

“Authorised User” means each individual authorised by the Licensee on the List of Authorised Users as being allowed to use the Licensed Area and receive the Services (defined below) or other benefits under this Agreement.

“授权用户”是指被授权用户名单上的获许可人授权被允许使用许可区域并接收本协议项下的服务（定义见下文）或其他利益的人员。

“Business Services” has the meaning as ascribed to it in **Annex A**.

“服务”具有附件 A 中赋予的含义。

“Business Services Fee” means all fees chargeable in relation to the Business Services as specified in **Annex A**, excluding the Licence Fee

“商业服务费”是指附件 A 中规定的与商业服务相关的所有收费，不包括许可费。

“Centre” means the premises at Blk 55 Ayer Rajah Crescent Singapore 139949 Level 1 & 2 units from 01 to 26, in which the Licensed Area is located.

“中心”是指位于 亚逸拉惹弯大牌 55 座 1 至 2 楼 01 至 26 号单元，许可区域所在的场所。

“Centre Licensees” means all organisations, companies, or other entities that have entered into a licence agreement with the Licensor in relation to a licence for use of space and for access to other services at the Centre.

“中心获许可方”是指与许可方就使用中心的空间和使用其它服务的许可签订许可协议的所有组织、公司或其它实体。

“Centre Users” means all users authorised under a licence agreement between a Centre Licensee and the Licensor to enjoy benefits under such licence agreement, which may include a licence for use of space and access to other services at the Centre.

“中心用户”是指根据中心获许可方与许可方之间的许可协议授权的所有用户，可享受该许可协议项下的利益，其中可能包括使用中心空间和访问其它服务的许可。

“Commitment Term” means the period of time from the Start Date to the Last Day of the period indicated in **Annex A** under **“Commitment Term”**.

“承诺期限”是指从开始日期到附件 A 中“承诺期限”中所示期限的最后一天的时间段。

“**Common Area**” means the assigned part of the Centre intended for the common use of other Centre Licensees and Centre Users, and as delineated and coloured yellow on the plan shown in **Annex B**.

“公共区域”是指中心的指定部分，供其他中心持牌人和中心使用者共同使用，如附件 B 所示平面图上划定并涂上黄色。

“**COVID-19**” means the infectious disease known as Coronavirus Disease 2019.

“COVID-19”是指被称为 2019 年冠状病毒的传染病。

“**Guest**” means a non-Authorised User who is invited to the Centre by the Licensee and/or its Authorised User.

“访客”是指获许可方和/或其授权用户邀请到中心的非授权用户。

“**Licensed Area**” means the office number and/or workspace location(s) described in the **Annex A**, and as delineated and coloured red on the plan shown in **Annex B**.

“许可区域”是指附件 A 中描述的办公室编号和/或工作区位置，并在附件 B 所示的平面图中划定并涂成红色。

“**List of Authorised Users**” means the list of Authorised Users as set out in **Annex A**.

“授权用户列表”是指附件 A 中列出的授权用户列表。

“**Licence Fee**” means the licence fee as specified in **Annex A**.

“许可费”是指附件 A 中规定的许可费。

“**Miscellaneous Fees**” means all fees chargeable in relation to the Services as specified in **Annex A**, excluding the Licence Fee.

“杂费”是指与附件 A 中规定的服务有关的所有应收取的费用，不包括许可费。

“**Regular Business Day**” means a day other than a Saturday, a Sunday, or a gazetted public holiday in Singapore.

“正常营业日”是指新加坡周六、周日或宪报公布的公共假期以外的一天。

“**Regular Business Hours**” means the hours from 9.00 a.m. to 6.00 p.m. on Regular Business Days.

“正常营业时间”是指在正常工作日从上午 9 点到下午 6 点的时间。

“**Security Deposit**” means the security deposit as specified in **Annex A**.

“保证金”是指附件 A 中规定的保证金。

“**Services**” has the meaning as ascribed to it in **Annex A**.

“服务”具有附件 A 中赋予的含义。

“Start Date” means the start date specified in **Annex A** upon which the Licensor will begin providing the Licensee with access to the Services and Business Services, on the condition that payment of the Security Deposit and first month’s Licence Fee has cleared.

“开始日期”是指附件 A 中规定的开始日期，在此日期，许可方将开始向获许可方提供服务和服务，条件是保证金和第一个月的许可费已结清。

“S\$” means the lawful currency of Singapore.

“S\$”是指新加坡的合法货币。

1.2 In this Agreement the following rules of interpretation shall apply:

本协议适用以下解释规则：

1.2.1 references to **“Clauses”** are, unless otherwise stated, to clauses of this Agreement;

对“条款”的引用，除非另有说明，均指本协议的条款；

1.2.2 words importing the singular number include the plural number, and vice versa;

表示单数的词包括复数，反之亦然；

1.2.3 the headings in this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement; and

本协议中的标题仅为方便起见，不影响本协议的解释或解释； 和

1.2.4 references to **“Agreement”** and **“this Agreement”** are references to this Agreement (including its Annexes, which are an integral part hereof), amended in writing from time to time.

对“协议”和“本协议”的引用是指对本协议（包括其附件，是本协议不可分割的一部分）的引用，不时以书面形式进行修订。

2. **SERVICES AND BUSINESS SERVICES**

服务和商务服务

2.1 Subject to the terms and conditions of this Agreement and any other policies the Licensor may make available to the Licensee from time to time, during the Term, the Licensor will provide the Licensee (and the Authorised Users, as applicable), with access to the Services and Business Services.

根据本协议的条款和条件以及许可方可能不时向获许可方提供的任何其他政策，在协议期限内，许可方将为获许可方（以及授权用户，如适用）提供服务和服务。

2.2 The Services and Business Services may be provided by the Licensor, an affiliate or a third party.

服务和商业服务可由许可方、关联方或第三方提供。

3. **LICENCE FEE, BUSINESS SERVICES FEE MISCELLANEOUS FEES AND PAYMENT DETAILS**

许可费、商业服务费和付款明细

- 3.1 The Licensee shall remit the Licence Fee and Business Services Fee in advance, and no later than the fifteenth (15th) day from the date of each invoice.

获许可方应提前汇款许可费和商业服务费，且不迟于每份发票日期后的第十五（15）天。

- 3.2 If the payment for the Licence Fee, Business Services Fee, or any outstanding Miscellaneous Fees is not received by the thirtieth (30th) day from the date of each invoice, the Licensee shall be liable to pay a late fee equal to 5% of the outstanding amount. The Licensor may, at its sole discretion, consider such mitigating factors in the determination of the late fee.

如果在每张发票开具之日起第三十（30）天内未收到许可费、商业服务费或任何未付杂项费用的付款，则获许可方有责任支付相当于未付金额 5%的滞纳金。许可方可自行决定在确定滞纳金时考虑此类减免因素。

- 3.3 Should any remaining Licence Fee, Business Services Fee, or Miscellaneous Fees be outstanding for 60 days from the date of the invoice, the Licensee shall be subject to an additional late fee, amounting to 5% of the outstanding balance.

如果任何剩余的许可费、商业服务费或杂项费用自发票日期起 60 天内未结清，则获许可方应支付额外的滞纳金，金额为未结清余额的 5%。

- 3.4 Any funds received from the Licensee shall initially be applied to clear any outstanding Licence Fee, Business Services Fee, or Miscellaneous Fees (as the case may be), prioritizing the earliest due month.

从获许可方收到的任何资金应首先用于结清任何未结清的许可费、商业服务费或杂项费用（视情况而定），优先考虑最早到期的月份。

- 3.5 The Licence Fee specified in **Annex A** encompasses services for the number of Authorised Users outlined in **Annex A**. Any increase in Authorised Users will result in additional fees.

附件 A 中规定的许可费包括附件 A 中列出的授权用户数量的服务。授权用户的任何增加都将导致额外费用。

- 3.6 The Business Services Fee specified in **Annex A** covers the Business Services for the number of Authorised Users indicated in **Annex A**. Additional Authorised Users will incur additional fees.

附件 A 中规定的商业服务费仅涵盖附件 A 中指定数量的授权用户的商业服务。额外的授权用户将产生额外费用。

- 3.7 The Licensor will dispatch invoices, along with other billing-related documents, information and notices to the Licensee via e-mail.

许可方将通过电子邮件向发送发票以及其他与账单相关的文件、信息和通知。

- 3.8 The Licensee shall remit all payments due under this Agreement to the designated account specified below:

Account details

Bank & Branch	:	BANK OF CHINA LTD SINGAPORE / JURONG EAST SUB-BRANCH
Name of Account Holder	:	CSSD INTERNATIONAL BUSINESS COOPERATION CENTRE PTE. LTD.

Account No : 650090012203636

Swift BIC : BKCHSGSG

获许可方应将本协议项下的所有应付款项汇至以下指定账户：

帐户详细资料

银行及分行 : 中国银行新加坡分行 / 裕廊东支行

账户持有人姓名 : CSSD INTERNATIONAL BUSINESS COOPERATION
CENTRE PTE. LTD.

账号 : 650090012203636

BIC 代码 : BKCHSGSG

- 3.9 The Licensor shall be entitled to adjust the Licence Fee, Business Services Fee, and/or Miscellaneous Fees annually based on operating reviews, at its sole discretion. The Licensor will notify the Licensee of any adjustments to the Licence Fee, Business Services Fee, and/or Miscellaneous Fees no later than 60 days before the effective date of the increase. The adjusted fees will take effect as of and after that date, and **Annex A** shall be deemed to have been amended accordingly.

许可方有权根据运营审查自行决定每年调整许可费、商业服务费和/或杂项费用。许可方将在增加开始生效日期至少 60 天前通知获许可方许可费、商业服务费和/或杂项费用的任何调整。调整后的费用将自该日期起生效，附件 A 应视为已相应修订。

- 3.10 There shall be no refunds of any Licence Fee, Business Services Fee, Miscellaneous Fees or other amounts paid by the Licensee or its Authorised Users in connection with the Services and Business Services, except at the sole discretion of the Licensor, who may consider any mitigating factors.

获许可方或其授权用户支付的与服务和商业服务有关的任何许可费、商业服务费、杂项费用或其他款项无法退还，但许可方可自行决定是否考虑任何减免因素的情况除外。

4. SECURITY DEPOSIT (IF APPLICABLE)

保证金（如适用）

- 4.1 Upon submission of a signed and completed Agreement, where applicable, the Licensee shall be obligated to remit the Security Deposit to the Licensor.

在提交签署并完成的协议（如适用）后，获许可方有义务将保证金汇给许可方。

- 4.2 The Security Deposit may be lawfully utilized by the Licensor to offset any outstanding payments owed by the Licensee under the terms of this Agreement, without prejudice to the Licensor's right to recover all monies due and payable by the Licensee under this Agreement.

许可方可合法使用保证金来抵消获许可方根据本协议条款所欠的任何未付款项，但不影响许可方收回获许可方在本协议项下到期应付的所有款项的权利。

- 4.3 Upon the Licensee's complete fulfilment of obligations under this Agreement, the Licensor will refund the Security Deposit without any interest, or any remaining balance after deducting outstanding fees and other costs due to the Licensor. This refund shall occur within thirty (30) days (or earlier if required by applicable law) after the later of

- 4.3.1 the termination or expiration of this Agreement;
- 4.3.2 the date on which the Licensee provides all necessary account information for the refund; and
- 4.3.3 the Licensee's complete performance of all obligations under this Agreement, including post-termination or expiration obligations.

在获许可方完全履行其在本协议项下的义务的情况下，许可方将无息退还保证金，或扣除应付给许可方的未付费用和其他费用后的任何余额，在下列日期中较晚日期的三十（30）天内（或适用法律要求的更早日期）支付，（1）本协议终止或到期（2）获许可人向许可方提供许可方支付此类款项所需的所有账户信息的日期和（3）获许可人完全履行其所有义务，包括本协议终止或到期后适用的任何义务。

5. AUTHORISED USERS

授权用户

- 5.1 Only individuals expressly listed on the List of Authorised Users shall be recognized as **"Authorised Users,"** eligible for the benefits outlined in this Agreement.

只有在授权用户名单上列出的个人才会被视为“授权用户”，并有权享受本协议所述的利益。

- 5.2 Authorised Users may commence utilizing the Services and Business Services on the later of (i) the Start Date or (ii) the date the Licensor confirms the addition of such individuals to the List of Authorised Users.

授权用户可在（i）开始日期或（ii）许可方确认将此类人员添加到授权用户名单之日，（以较晚者为准）开始使用服务和商业服务。

- 5.3 The Licensee bears the responsibility for maintaining the accuracy of the List of Authorised Users, as initially detailed in **Annex A**. Any changes to the List of Authorised Users should be communicated to the Licensor at least **5** days in advance via email, specifying the name(s) and email address(es) of departing and new Authorised Users, along with the effective date of the change. Changes will be effective only upon written confirmation by the Licensor, at its sole discretion, of the receipt and acceptance of the proposed adjustments.

获许可方有责任保持附件 A 中最初详细说明了授权用户列表的准确性。对授权用户列表所做的任何更改都应至少提前 5 天通过电子邮件告知许可方，并注明离职和新授权用户的姓名和电子邮件地址，以及更改的生效日期。只有在许可方收到并自行决定接受拟议调整的书面确认后，变更才会生效。

- 5.4 An Authorised User's access to the Services and Business Services will cease upon the earlier of (i) the termination or expiration of this Agreement; (ii) the Licensee's removal of such Authorised User from the List of Authorised Users; or (iii) the Licensor's notification to the Licensee regarding the removal of such Authorised User from the List of Authorised Users, such as for a violation of this Agreement.

授权用户对服务和商业服务的访问将在以下较早的时间停止：（i）本协议终止或到期；（ii）获许可方将该授权用户从授权用户名单中删除；或（iii）许可方向获许可方发出的关于将该授权用户从授权用户名单中删除的通知，例如违反本协议。

6. GUESTS

客人

- 6.1 Authorised Users are strictly prohibited from allowing any Guest(s) access to the Centre without prior registration with the Licensor and completion of any additional steps outlined in the Licensor's policies. All Guests must be accompanied by an Authorised User at all times.

在未事先向许可方注册并完成许可方政策中规定的任何额外步骤的情况下，严禁授权用户允许任何客人进入中心。所有客人必须始终由授权用户陪同。

- 6.2 The Licensor reserves the absolute right, at its sole discretion, to restrict Guest access should such access contravene the purpose or intent of this Agreement. The Licensor will communicate any restrictions promptly to the Licensee.

如果访客访问违反本协议的目的或意图，许可方保留自行决定限制访客访问的绝对权利。许可方应立即将任何限制告知获许可方。

- 6.3 If an Authorised User has booked a meeting room, Guests may be registered and granted access exclusively to the booked meeting room. However, under no circumstances are Guests permitted to enter or utilize the Licensed Area without the explicit prior approval of the Licensor.

客人可以进行登记，并被允许专门进入预订的会议室。但是，在任何情况下，未经许可方事先明确批准，客人不得进入或使用许可区域。

- 6.4 Failure to comply with Guest registration and usage policies may result in consequences, including but not limited to fines, restricted access, and such other rights which the Licensor may enforce under this Agreement.

未能遵守客人注册和使用政策可能会导致后果，包括但不限于罚款、限制访问以及许可方根据本协议可能行使的其他权利。

- 6.5 The Licensee acknowledges its responsibility for educating Authorised Users about Guest policies and ensuring their adherence. The Licensor may provide necessary training or materials to assist in this effort.

获许可方承认其有责任教育授权用户有关客人政策并确保其遵守。许可方可以提供必要的培训或材料来协助这项工作。

- 6.6 The Licensor may employ technology or security measures to monitor and enforce Guest policies, and the Licensee agrees to cooperate fully in implementing such measures.

许可方可采用技术或安全措施来监控和执行客人政策，获许可方同意在实施此类措施时予以充分合作。

7. RESERVED RIGHTS

保留权利

The Licensor retains the following rights concerning the Licensed Area:

许可方保留与许可区域有关的以下权利：

- 7.1 The Licensor is entitled to access the Licensed Area, with or without notice, in connection with its provision of the Services and Business Services, especially for safety or emergency purposes. The Licensor may, if necessary, temporarily relocate furniture within the Licensed Area.

许可方有权就与提供服务和商业服务有关目的访问许可区域，无论是否发出通知，特别是出于安全或紧急目的。如有必要，许可方可在许可区域内临时搬迁家具。

- 7.2 The Licensor reserves the right to make alterations to the Licensed Area. However, such alterations will not substantially reduce the square footage of the assigned Licensed Area or related amenities.

许可方保留对许可区域进行更改的权利。然而，此类变更不会大幅减少指定许可区域的面积或相关设施。

- 7.3 The Licensor may modify or reduce the list of Services and Business Services or furnishings provided for the Licensed Area at any time. Notice of such modifications will be provided to the Licensee in a timely manner.

许可方可随时修改或减少为许可区域提供的服务和商业服务或家具清单。此类修改的通知将及时提供给获许可方。

8. DISCLAIMER OF LIABILITY FOR THIRD-PARTY INTERACTIONS

对第三方参与者不承担任何责任

- 8.1 The Licensor disclaims liability for the actions of other individuals. The Licensor neither controls nor assumes responsibility for the conduct of individuals using the Services and Business Services or present at the Centre. The Licensee and/or its Authorised Users should exercise caution as Centre Users may not accurately represent themselves. The Licensor does not conduct background checks on Centre Users and does not endorse, support, or verify the accuracy of facts, opinions, or recommendations provided by Centre Users.

许可方不对其他个人的行为负责。许可方不控制其他个人使用服务或在中心的行为，也不对其负责。获许可人和/或其授权用户应该知道中心用户可能不是完全代表他们自己。许可方不会对其中心用户进行背景调查。许可方不认可、支持或验证其中心用户的事实、意见或建议。

- 8.2 The Services and Business Services may grant Authorised Users access to third-party products or services. The Licensor is not accountable for any products, services, or other materials related to third-party offerings. The Licensee acknowledges that access to third-party products or services provided by the Licensor does not constitute the Licensor's provision of these third-party services, and does not imply an endorsement or warranty of any third-party services or advice or the providers thereof.

服务和商业服务可授予授权用户访问第三方产品或服务的权限。许可方不对任何与第三方产品相关的产品、服务或其他材料负责。获许可方承认，对许可方提供的第三方产品或服务的访问不构成许可方提供这些第三方服务，也不意味着对任何第三方的服务或建议或其提供者的认可或保证。

- 8.3 The Licensee and/or its Authorised Users shall seek recourse solely from the relevant third party for the provision of third-party services and for compensation related to any claims, damages, liabilities, or losses incurred in connection with such third-party services.

获许可方和/或其授权用户应仅向相关第三方寻求追索权，以提供第三方服务，并就此类第三方业务相关的任何索赔、损害、责任或损失进行赔偿。获许可人和/或其授权用户应仅依靠适用的第三方来提供适用的第三方服务，并就获许可人和/或其授权用户可能遭受的任何索赔、损害、责任或损失寻求赔偿与此类第三方服务的连接。

- 8.4 Under no circumstances will the Licensor be directly or indirectly responsible or liable to the Licensee and/or its Authorised Users for any loss or damage arising from the use of third-party services or reliance on advice provided by third-party service providers. This includes, but is not limited to, loss or damage resulting from the disclosure of the Licensee and/or its Authorised Users' confidential information to third-party service providers, talent development services, or any other third party.

在任何情况下，许可方均不对获许可方和/或其授权用户因使用第三方服务或依赖第三方提供商提供的建议而造成的任何损失或损害直接或间接负责。这包括但不限于因获许可方和/或其授权用户向第三方服务提供商、人才发展服务或任何其他第三方披露机密信息而造成的损失或损害。

9. TERM & TERMINATION

期限和终止

- 9.1 This Agreement becomes effective upon the signature by both parties ("Effective Date"). However, the Licensor assumes no obligation to provide the Licensee and/or its Authorised Users with Services and Business Services until the later of (i) the date on which payment of the Security Deposit and the first month's Licence Fees and Business Fees has cleared or (ii) the Start Date.

本协议自双方签署后生效（“生效日期”）；然而许可方没有义务向获许可方和/或其授权用户提供服务，直到（i）保证金和第一个月的许可费支付完毕之日或（ii）开始日期。

- 9.2 Unless otherwise specified in **Annex A**, after the Commitment Term, this Agreement shall automatically renew for successive periods (each termed a "**Renewal Term**"). The Commitment Term and all subsequent Renewal Terms collectively constitute the "**Term**".

9.2.1 If no specific Renewal Term is indicated in **Annex A**, the default Renewal Term shall commence on the End Date and shall automatically renew every month for a minimum duration of one (1) month beyond the End Date. This Agreement will continue to persist until terminated in accordance with the provisions outlined in this Agreement.

9.2.2 The automatic renewal will be triggered in the absence of any written notice of termination from either party. The provision of the Services and Business Services in each Renewal Term will on the same terms and conditions set forth herein.

除非在附件 A 中另有规定，承诺期届满后，本协议将自动续签为连续期限（每个期限称为“**续约期**”）。承诺期及所有后续的续约期合称为“**期限**”。如果在附件 A 中未指定具体的续约期，默认的续约期将从结束日期开始，并自动续签，每个续约期至少为结束日期后的一个月。本协议将继续存在，直至根据本协议中概述的规定被终止。在任何一方未提出书面终止通知的情况下，将触发自动续签。在每个续约期内提供服务和业务服务的条件将与本协议中所述的条款和条件相同。

9.3 LICENSEE'S TERMINATION RIGHTS

- 9.3.1 The Licensee may terminate this Agreement outside the Commitment Term by providing the Licensor with one (1) full calendar month's written notice before the

intended termination month ("Termination Effective Month"). Alternatively, the Licensee may opt for payment in lieu of notice equivalent to one (1) month's Licence Fee and Business Services Fee.

获许可方可在承诺期限外终止本协议，方法是在预期终止月（“终止生效月”）之前向许可方提供一（1）个完整日历月的书面通知。或者，获许可方可以选择支付相当于一（1）个月的许可费和商业服务费的代通知金。

9.3.2 The Licensee may terminate this Agreement within the Commitment Term by:

- (a) giving the Licensor one (1) full calendar month's written notice before the Termination Effective Month; and
- (b) the Licensee shall pay to the Licensor an early termination fee equal to three (3) months of the Licence Fee and Business Services Fee.

获许可方可在承诺期内通过以下方式终止本协议：（a）在终止生效月之前，向许可方发出一（1）个完整日历月的书面通知；和（b）获许可方应向许可方支付提前终止费，提前终止费等于三（3）个月的许可费和商业服务费。

9.3.3 Termination will be effective on the last Regular Business Day of the Termination Effective Month. The Licensee must vacate the Licensed Area no later than 4:00 p.m. on that day. Changes in the Licensed Area, if already occupied, will require compliance with these termination obligations.

终止将在终止生效月的最后一个正常工作日生效。获许可方必须在当天下午 4:00 之前撤离许可区域。对于许可区域的变更，如果许可区域已被占用，则需要遵守这些终止义务。

9.3.4 The Licensee shall not be entitled to pro ration in respect of the Licence Fee and Business Services Fee payable. For example, if the Licensee vacates the Licensed Area before the last Regular Business Day of April, the full Licence Fee and Business Services Fee for April is still owed.

获许可方无权要求按比例收取应支付的许可费和商业服务费。例如，如果获许可方在 4 月的最后一个正常营业日之前离开许可区域，则仍需支付 4 月的全部许可费和商业服务费。

9.4 The Licensor may withhold Services and Business Services or immediately terminate this Agreement:

许可方可以在以下情况下停止提供服务或立即终止本协议：

9.4.1 upon breach of this Agreement by the Licensee or any Authorised User;

获许可方或任何授权用户违反本协议；

9.4.2 upon termination, expiration or material loss of the Licensor's rights in the Centre;

许可方在中心的权利终止、期满或重大损失时；

9.4.3 if any outstanding fees are still due after the Licensor has provided notice to the Licensee;

如果许可方通知获许可方后仍有未付的费用；

- 9.4.4 if the Licensee and/or its Authorised Users fail to comply with the terms and conditions of this Agreement or any other policies or instructions provided by the Licensor; or

如果获许可人和/或其授权用户未能遵守本协议的条款和条件或许可方提供的任何其他政策或指示；要么

- 9.4.5 at any other time, when the Licensor, in its reasonable discretion, sees fit to do so.

在任何其他时间，当许可方根据其合理判断认为合适时。

- 9.5 The Licensor may terminate this Agreement without cause by providing the Licensee with 3 months' prior written notice.

许可方可提前 3 个月书面通知获许可方终止本协议，无需任何理由。

- 9.6 The Licensee remains liable to the Licensor for past-due amounts, and the Licensor may exercise its rights to collect due payment despite the termination or expiration of this Agreement.

获许可方将继续对许可方承担逾期未付的款项，并且无论本协议终止或到期，许可方仍可行使收取到期款项的权利。

10. EXPIRY OR END OF TERM

获许可人和/或其授权用户在租期到期或结束时的义务

- 10.1 Upon the expiration or other conclusion of the Term:

在租期到期或其他情况下，获许可人和/或其授权用户应：

- 10.1.1 The Licensee and/or its Authorised Users must return all access cards and keys. Failure to do so will result in an exit fee of S\$50 per unreturned access card or key.

归还所有门禁卡和钥匙，否则每张未归还的门禁卡或钥匙需支付 50 新元的退出费；和

- 10.1.2 The Licensee and/or its Authorised Users must remove all property belonging to the Licensee, its Authorised Users, and its Guests from the Licensed Area and Centre.

从许可区域和中心移除获许可人、其授权用户及其客人的所有财产。

- 10.2 Following reasonable notice to the Licensee:

向获许可方发出以下合理通知后：

- 10.2.1 The Licensor has the right to dispose of any property remaining in or on the Licensed Area or Centre after the termination or expiration of this Agreement. The Licensor is not obligated to store such property, and the Licensee and/or its Authorised Users waive any claims or demands regarding such property or the Licensor's handling of it.

本协议终止或到期后，许可方有权处置许可区域或中心内或许可区域或区域内的任何剩余财产。许可方没有义务储存此类财产，获许可方和/或其授权用户放弃对此类财产或许可方处理此类财产的任何索赔或要求。

10.2.2 The Licensee shall be responsible for paying any fees reasonably incurred by the Licensor for the removal of such property.

获许可方应负责支付许可方因移除此类财产而合理产生的任何费用。

10.2.3 The Licensee shall indemnify the Licensor against all claims made by a Guest of the Licensee and/or its Authorised Users whose item has been sold or disposed of by the Licensor in good faith (which is presumed to be the case unless the contrary is proven).

获许可方应保护许可方免受获许可方客人和/或其授权用户针对许可方已善意地出售或处置了获许可方的物品而提出的所有索赔（除非相反证明，否则视为此类情况）。

11. PERMITTED USE

允许使用

The Licensee and/or its Authorised Users shall use the Licensed Area solely for office purposes and shall not engage in any other activities without obtaining the prior written consent of the Licensor. Any additional usage beyond office purposes is contingent upon the Licensee securing all requisite approvals and licenses, if applicable, and ensuring compliance with the laws and regulations of the relevant authorities. All associated costs and responsibilities in this regard are the sole responsibility of the Licensee.

未经许可方事先书面同意，获许可人和/或其授权用户只能将许可区域用于办公目的，不得用于任何其他目的。用于办公目的之外的其他用途的前提是获许可人获得所有必要的批准和许可（如果有）并遵守有关当局的法律和法规。全部相关费用和责任均由获许可方自行承担。

12. HOUSE RULES

房屋规则

12.1 The Licensee acknowledges and agrees that:

获许可方承认并同意：

12.1.1 keys, key cards and other such items used to gain physical access to the Centre or the Licensed Area remain the property of the Licensor. The Licensee shall cause its Authorised Users to safeguard the Licensor's property and the Licensee shall be liable for replacement fees should any such property be lost, stolen or destroyed;

用于实际进入中心或许可区域的钥匙、钥匙卡和其他此类物品始终为许可方的财产。获许可人应促使其授权用户保护许可方的财产，如果任何此类财产丢失、被盗或毁坏，获许可人应承担更换费用；

12.1.2 the Licensee shall promptly notify the Licensor should any keys, key cards and other such items used to gain physical access to the Centre or the Licensed Area be lost, stolen or destroyed;

如果用于进入中心或许可区域的任何钥匙、钥匙卡和其他此类物品丢失、被盗或毁坏，获许可人应立即通知许可方；

- 12.1.3 the Licensee shall promptly notify the Licensor of any change to its contact and payment information;

获许可人应及时通知许可方其联系方式和付款信息的任何变化；

- 12.1.4 the Licensor shall not be responsible for the loss, theft or damage of any equipment, supplies, or other property belonging to the Licensee, its Authorised Users and/or its Guests. The Licensee assumes the risk of all such losses;

许可方不对属于获许可方、其授权用户和/或其客人的任何设备、用品或其他财产的丢失、被盗或损坏负责。获许可人承担所有此类损失的风险；

- 12.1.5 the Licensee shall be responsible for any and all damage to or thefts from the Centre and/or the Licensed Area caused by the Licensee, its Authorised Users and/or its Guests. The Licensor will invoice the Licensee for the cost to repair damage or replace items and the Licensee shall pay the amount specified on the invoice within 15 days after the date of the invoice, unless otherwise specified in the invoice;

获许可人应对获许可人、其授权用户和/或其客人对中心和/或许可区域造成的任何和所有损坏或盗窃负责。许可方将就修理损坏或更换物品的费用向获许可方开具发票，获许可方应在发票日期后 10 天内支付发票上指定的金额，除非发票中另有规定；

- 12.1.6 the Licensee is responsible for keeping the Licensed Area clean, tidy and in good condition;

获许可人负责保持许可区域的清洁、整洁和良好状态；

- 12.1.7 the Licensor will provide notice to the Licensee of any changes to services, fees, or other updates by emailing the email addresses provided by the Licensee. It is the responsibility of the Licensee to read such emails and to ensure its Authorised Users are aware of any changes, even if the Licensor may notify such Authorised Users directly;

许可方将通过向获许可方提供的电子邮件地址发送电子邮件向获许可方提供有关服务、费用或其他更新的任何更改的通知。获许可方有责任阅读此类电子邮件并确保其授权用户了解任何更改，即使许可方可能直接通知此类授权用户；

- 12.1.8 for security reasons, the Licensor may, but has no obligation to, regularly record publicly accessible common areas for surveillance in the Centre via video;

出于安全原因，许可方可以但没有义务通过视频定期记录中心的某些公共出入区域；

- 12.1.9 the Licensor may disclose information about the Licensee and/or its Authorised Users as necessary to satisfy any applicable law, rule, regulation, legal process or government request or as the Licensor otherwise deems reasonably necessary for the protection of the Licensor, Centre Licensees or Centre Users;

许可方可在必要时披露有关获许可方和/或其授权用户的信息以满足任何适用的法律、规则、法规、法律程序或政府要求，或者许可方认为为保护许可方、中心获许可人或中心用户；

- 12.1.10 the Licensee and its Authorised Users will abide by other rules and regulations as determined by the Licensor and communicated to the Licensee, including by email.

The Licensor may add, delete or amend the rules and regulations at its reasonable discretion and with notice to the Licensee, provided that neither the enforcement of such rules nor the additions, deletions or amendments of such rules shall be discriminatory—that is, such rules or additions will similarly apply to all Centre Licensees and Centre Users receiving similar services;

获许可方及其授权用户将遵守由许可方确定并传达给获许可方（包括通过电子邮件）的其他规则 and 规定。许可方可在通知获许可方的情况下，根据其合理判断增加、删除或修改规则和条例，前提是此类规则的执行或此类规则的添加、删除或修改均不得具有歧视性——即此类规则或增加将同样适用于所有接受类似服务的中心许可持有者和中心用户；

12.1.11 all of the Authorised Users are at least 18 years of age;

所有授权用户至少年满 18 岁；

12.1.12 If the number of Authorised Users or other individuals regularly using the Licensed Area exceeds the number allocated in **Annex A, the Licensee will be required to pay additional fees to the Licensor, as may be determined by the Licensor. The Licensor reserves the right to further limit the number of Authorised Users allowed in the Licensed Area at any point;**

如果授权用户或其他经常使用许可区域的个人数量超过附件 A 中分配的数量，则获许可方将需要向许可方支付额外费用，具体费用由许可方决定。许可方保留随时进一步限制许可区域中允许的授权用户数量的权利；

12.1.13 the assigned Common Area is to be enjoyed by all Centre Licensees, all Centre Users and/or their Guests unless otherwise instructed by the Licensor, and are for temporary use and not as a place for continuous, everyday work;

除非许可方另有指示，否则所有中心获许可方、所有中心用户和/或他们的客人都可以享受公共区域，并且公共区域仅供临时使用，而不是作为连续的日常工作场所；

12.1.14 the Licensee may not make any alterations and/or installations of additional design elements and furniture in the Licensed Area without prior consultation and approval by the Licensor. In the event that any alterations and/or installations are made, the Licensee shall also be responsible for the full cost and expense of the removal of any such items and any restoration necessitated by any such alterations. To the extent that the Licensor incurs any costs in connection with such alteration, installation or removal which are not otherwise paid by the Licensee, the Licensor shall deduct such costs from the Security Deposit;

未经许可方事先咨询和批准，获许可人不得在许可区域内对额外的设计元素和家具进行任何改动和/或安装。如果进行了任何改动和/或安装，获许可方还应负责拆除任何此类项目以及任何此类改动所需的任何修复的全部成本和费用。如果许可方因此类改动、安装或拆除而产生任何未由获许可方支付的费用，许可方应从保证金中扣除该费用；

12.1.15 the Licensee has no expectation of privacy or security with respect to the Licensor's Internet connection, networks, telecommunications systems or information processing systems;

获许可方对许可方的互联网连接、网络、电信系统或信息处理系统没有隐私或安全的期望；

12.1.16 the Licensee will comply with all relevant laws, regulations and guidelines in the conduct of its business, included but not limited to government-issued guidelines regarding COVID-19 matters.

获许可方在开展业务时将遵守所有相关法律、法规和准则，包括但不限于政府发布的有关 COVID-19 事项的准则。

12.2 No Authorised User will:

任何授权用户都不会：

12.2.1 perform any activity that is reasonably likely to be disruptive or dangerous to the Licensor or Centre Licensees; or to the employees, Guests or property of the Licensor or Centre Licensees, including without limitation the Licensed Area or the Centre;

进行任何可能对许可方或中心获许可方造成破坏或危险的活动；或许可方或中心获许可方的员工、客人或财产，包括但不限于许可区域或中心；

12.2.2 nap or sleep at the Licensed Area and/or the Centre;

在许可区域和/或中心小憩或睡觉；

12.2.3 vape or smoke within the indoor premises or at non-designated smoking areas at the Licensed Area and/or the Centre;

在室内场所或非指定吸烟区吸电子烟或烟雾；

12.2.4 use the Services and Business Services to conduct or pursue any illegal activities;

使用服务和商业服务进行或从事任何非法活动；

12.2.5 use the Services and Business Services to conduct any activity that is generally regarded as offensive;

使用服务和商业服务进行任何通常被视为具有攻击性的活动；

12.2.6 attach or affix any items to the walls or make any other alterations to the Licensed Area, or install antennas or telecommunication lines or devices in the Licensed Area or the Centre or bring any additional furniture into the Licensed Area or the Centre, in each case without the prior written consent of the Licensor;

未经许可方事先书面同意，将任何物品附加或固定在墙壁上或对许可区域进行任何其他改动，或在许可区域或中心安装天线或电信线路或设备，或将任何额外的家具带入许可区域或中心；

12.2.7 take, copy or use any information or intellectual property belonging to Centre Licensees or Centre Users or Guests, including without limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same, and this provision will survive termination of this Agreement;

获取、复制或使用属于中心获许可方或中心用户或客人的任何信息或知识产权，包括但不限于个人姓名、肖像、声音、企业名称、商标、服务标记、徽标、商业外观、

其他标识符或其他知识产权，或其修改或变更版本，本条款在本协议终止后继续有效；

- 12.2.8 take, copy or use for any purpose any information or intellectual property belonging to the Licensor, including without limitation any of the Licensor's other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, and this provision will survive termination of this Agreement;

出于任何目的获取、复制或使用属于许可方的任何信息或知识产权，包括但不限于许可方的任何其他商业名称、商标、服务标志、徽标、商业外观、其他标识符或其他知识产权或其修改或变更版本，本条款在本协议终止后继续有效；

- 12.2.9 make any copies of any keys, keycards or other means of entry to the Licensed Area or the Centre or lend, share or transfer any keys or keycards to any third party, unless authorised by the Licensor in advance; or

复制任何钥匙、钥匙卡或其他进入许可区域或中心的方式，或将任何钥匙或钥匙卡出借、共享或转让给任何第三方，除非事先获得许可方的授权；要么

- 12.2.10 install any locks to access the Licensed Area or anywhere within the Centre, unless authorised by the Licensor in advance.

在进入许可区域或中心内的任何地方安装任何锁，除非事先获得许可方授权。

- 12.3 The Licensee is responsible for ensuring that its Authorised Users and Guests comply with the House Rules and all the terms and conditions of this Agreement.

获许可方负责确保其授权用户和客人遵守房屋规则以及本协议的所有条款和条件。

13. USE OF THE CENTRE'S NAME; PHOTOGRAPHS OF THE CENTRE

使用中心名称；中心照片

The Licensee and/or its Authorised Users are prohibited from taking, copying, or using, for any purpose, the name "Suzhou Industrial Park International Business Cooperation Centre (Singapore)," or any of the Licensor's other business names, trademarks, service marks, logos, trade dress, other identifiers, or other intellectual property, including modified or altered versions thereof. Additionally, the Licensee and/or its Authorised Users shall not take, copy, or use, for any purpose, any pictures or illustrations of any portion of any area of the Centre without obtaining prior written consent from the Licensor.

获许可方和/或其授权用户不得以任何目的取用、复制或使用“苏州工业园区国际商务合作中心（新加坡）”或许可方的任何名称，其他商业名称、商标、服务标志、徽标、商业外观、其他标识符或其他知识产权或其修改或更改版本。而且，未经许可方事先同意，获许可方和/或其授权用户不得出于任何目的拍摄、复制或使用中心的任何区域任何部分的任何图片或插图。

14. CONFIDENTIALITY

保密

- 14.1 Throughout the term of this Agreement and even after its termination, for the maximum period permissible by applicable law, the Licensee and its Authorised Users undertake to keep confidential all information disclosed by the Licensor or accessible at the Centre

under this Agreement ("**Confidential Information**"). This includes, but is not limited to, communications, documents, information, materials, etc., entrusted or accessible to them by the Licensor.

获许可方承诺，在本协议有效期内，甚至在本协议终止后，在适用法律允许的最长期限内，其及其授权用户将对根据本协议许可方披露的或在中心访问的所有信息保密（“**机密信息**”），包括但不限于许可方委托或访问的所有通信、文件、信息和/或材料等。

14.2 With regards to any Confidential Information, the Licensee shall:

对于任何机密信息，获许可人应：

14.2.1 Keep secret and treat as confidential, and ensure its Authorised Users, employees, and agents also keep secret and treat as confidential, all Confidential Information and any other information, documentation, or advice supplied by the Licensor pursuant to the terms of or in the course of the performance of this Agreement.

保密并视为机密，并促使其授权用户、员工和代理人对所有机密信息以及许可方根据本协议或在履行本协议的过程中提供的所有其他信息、文件和建议保密并视为机密；

14.2.2 not use any of the Confidential Information or any other information and documentation except as permitted by this Agreement;

除本协议允许外，不得使用任何机密信息或任何其他信息和文件；

14.2.3 Disclose information, documentation, and materials deemed confidential only to officers, employees, agents, contractors, or representatives who need to know for the implementation of this Agreement in accordance with its terms and for the exercise of their respective rights and the performance of their respective obligations under this Agreement.

仅向其为了根据相关条款执行本协议并行使各自的权利及履行各自在本协议项下的义务而必须知道的高级职员、雇员、代理人、承包商或代表披露机密的信息、文件和材料；和

14.2.4 protect the Confidential Information against unauthorised use or disclosure with the same degree of care as it gives its own proprietary information and in any case with no less than a reasonable standard of care. Ensure that its Authorised Users and employees adhere to the same level of care.

保护机密信息免遭未经授权的使用或披露，其谨慎程度与其提供自己的专有信息相同，并且在任何情况下都不得低于合理的谨慎标准，并确保其授权用户和员工也达到这样的谨慎标准。

14.3 The obligations under this Clause shall remain in force at all times during the continuance of this Agreement and after its termination without limit as to time. However, these obligations shall not extend to any information that:

本条款项下的义务在本协议持续期间和终止后无时间限制地始终有效，但不应扩展到以下任何信息：

14.3.1 is in the public domain or has ceased to be secret in the country where it is to be disclosed (otherwise than as a result of a disclosure by the Licensee or any of its Authorised Users, officers, employees, agents, contractors or representatives);

处于公共领域或在将要披露的国家/地区不再保密（除非是由于获许可人或其任何授权用户、官员、雇员、代理人、承包商或代表的披露所导致）；

- 14.3.2 is required to be disclosed pursuant to any order of a Court of competent jurisdiction, but only for the purpose of such disclosure and to the extent required so to be disclosed; or

必须根据具有管辖权的法院的任何命令进行披露，但仅限于此类披露的目的和要求披露的范围；或

- 14.3.3 is required to be disclosed pursuant to any statute, laws, regulation or ordinance, but only for the purpose of such disclosure and to the extent required so to be disclosed.

必须根据任何法令、法律、法规或条例进行披露，但仅限于此类披露的目的和要求披露的范围。

- 14.4 Any breach of the provisions of this Clause by the Licensee and/or its Authorised Users shall entitle the Licensor to immediately terminate this Agreement at its sole discretion. Such termination: (a) Does not incur any liability to the Licensee and/or its Authorised Users. (b) Is without prejudice to any of the Licensor's rights or remedies elsewhere, under applicable laws.

获许可人和/或其授权用户违反本条款的任何规定的，许可方有权自行决定立即终止本协议，该解除（a）不对获许可人和/或其授权用户承担任何责任（b）不损害许可方在适用法律规定的其他地方的任何权利或补救措施。

15. INDEMNIFICATION

赔偿

- 15.1 The Licensee shall indemnify and hold the Licensor (including its affiliates, officers, directors, employees, and agents) harmless from and against any and all claims, liabilities, demands, actions, proceedings, judgments, damages, losses, costs, and expenses of any nature, including legal costs on a full indemnity basis, which the Licensor may suffer or incur due to:

获许可人应赔偿许可方（包括其附属公司、高级职员、董事、雇员和代理人）免受任何和所有索赔、责任、要求、诉讼、诉讼、判决、损害、损失、成本和费用或其他性质的开销的任何损害，包括在全额赔偿的基础上许可方可能因以下原因而遭受或发生的法律费用：

- 15.1.1 any actions or omissions whatsoever in the Licensed Area and/or in the Centre, or the use or occupation of the Licensed Area and/or the Centre, by the Authorised Users or by any of the Licensee's employees, independent contractors, agents or any permitted Guests;

授权用户或获许可人的任何雇员、独立承包商、代理人或任何允许的客人在许可区域和/或中心的任何作为或不作为，或对许可区域和/或中心的使用或占用；

- 15.1.2 any failure by the Licensee to perform any of its obligations under this Agreement; and

获许可方未能履行其在本协议项下的任何义务；和

15.1.3 the use by the Licensee and/or its Authorised Users of any Services and Business Services.

获许可方和/或其授权用户对任何服务和商业服务的使用。

16. INSURANCE

保险

The Licensor maintains a public liability insurance policy that covers the Centre as well as its own contents. However, it's important to note that the Licensor's contents insurance does not extend to cover the property of any Centre Licensee, Centre User, Guests, or of any other third party.

许可方持有涵盖中心及其自身内容保险的公共责任保险单。许可方的财产保险不适用于任何中心获许可方、中心用户、客人或任何其他第三方的财产。

The Licensee is responsible for ensuring that it has adequate insurance coverage for its property and any associated liabilities.

获许可人有责任确保其拥有足够的保险来涵盖其财产和任何其他责任。

17. DISCLAIMER OF WARRANTIES AND IMPLIED TERMS

免责声明和默示条款

The Licensor provides access to, and the Licensee accepts, the Services and Business Services on an "as is" basis. To the extent permitted by law, the Licensor disclaims all warranties and terms, express or implied, with respect to the Services and Business Services, including warranties, terms or representations as to the availability, operation, performance and/or use of the Services and Business Services, or any other materials on or accessed via the Services and Business Services, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing, course of performance or usage in trade.

许可方将“按现状”提供对服务和商业服务的访问且获许可方同意。在法律允许的范围内，许可方否认与服务有关的所有明示或暗示的保证和条款，包括关于服务和商业服务的可用性、操作、性能和/或使用的保证、条款或陈述，或任何其他服务上或通过服务访问的材料，包括任何关于适销性、适用于特定目的、所有权、不侵权的保证或条款，以及因交易过程、履行过程或贸易使用而产生的任何默示保证、条款或赔偿。

18. WAIVER OF CLAIMS

放弃索赔

- 18.1 To the extent permitted by law, the Licensee, acting on its own behalf and on behalf of its Authorised Users, employees, agents, and Guests, hereby waives and releases any and all claims arising from its presence or activities at the Centre, regardless of the cause, against the following parties:

在法律允许的范围内，获许可人代表其自身及其授权用户、员工、代理人 and 客人，放弃并免除因其为中心的存在或活动而引起的任何和所有索赔，无论针对以下各方的原因：

- 18.1.1 the Licensor;

许可方；

18.1.2 the Licensor's landlords at the Centre;

许可方的中心业主；

18.1.3 the Licensor's affiliates, parents, and successors (collectively, the **"CSIBCC Related Entities"**)

许可方的关联方、母公司和继承人(统称为“商务中心的关联实体”)

18.1.4 each of the Licensor and the CSIBCC Related Entities' employees, assignees, officers, agents and directors.

许可方和商务中心关联实体的雇员、受让人、管理人员、代理人和董事。

19. LIMITATION OF LIABILITY

责任限制

19.1 The Licensor shall not be liable to the Licensee and/or its Authorised Users, and shall not be responsible for:

许可方不对获许可方和/或其授权用户负责，也不对：

19.1.1 any loss or damage to the property, documents, chattel, equipment, goods or other items of the Authorised Users, the Authorised Users' Guests, or of any third parties, located at the Licensed Area or within the Centre. Centre Licensees with a Private Office or Hot Desk Licensed Area will have access to storage for personal property. The Licensor is not responsible for the personal property of Authorised Users, the Authorised Users' Guests, or of any third parties;

授权用户、授权用户的客人或位于许可区域或中心内的任何第三方的财产、文件、动产、设备、货物或其他物品的任何损失或损坏。拥有私人办公室或热桌许可区域的中心获许可方将有权使用个人财产存储。许可方不对授权用户、授权用户的客人或任何第三方的个人财产负责；

19.1.2 any special damages, consequential damages, indirect damages, loss of profits, business interruption, any impact on the contracts, revenue or savings of the Licensee arising howsoever incurred;

任何特殊损害、间接损害、间接损害、利润损失、业务中断、对获许可方的合同、收入或储蓄产生的任何影响，无论如何发生；

19.1.3 any interruption or error in the performance of the Services and Business Services offered under this Agreement. The Licensee waives any and all claims against the Licensor arising from such disruption of Services and Business Services, specifically any telecommunication utilities in the Centre. Furthermore, any loss, damage, expense, or injuries to persons or the Licensee's property arising out of mistakes, omissions, interruptions, delays, errors, or defects in any transmission occurring in the course of furnishing telecommunications services provided are not caused by the wilful acts of the Licensor.

本协议项下提供的服务或商业服务的任何中断或错误。获许可人放弃因此类服务和商业服务中断而对许可方提出的任何和所有索赔，特别是中心内的任何电信设施。

此外，非因许可方的故意而由于在提供所提供的电信服务的过程中发生的任何传输中的错误、遗漏、中断、延迟、错误或缺陷而对人员或获许可人的财产造成的任何损失、损害、费用或伤害。

19.1.4 the acts, omission, negligence or default of the landlord of the Centre (the “Landlord”), the Landlord’s employees, agents or contractors in connection with the Licensed Area or within the Centre.

中心业主（“业主”）、业主的雇员、代理人或承包商在许可区域或中心内的作为、不作为、疏忽或过失。

20. FORCE MAJEURE

不可抗力

20.1 The Licensor shall not be required to perform or be held liable for any failure to perform its obligations due to a Force Majeure Event.

对于因不可抗力事件导致的任何未履行义务，许可方无需履行或承担任何责任。

20.2 For the purposes of this Agreement, “**Force Majeure Event**” means any act of God, fire, flood, earthquake, natural disaster, war, act of terrorism, civil disorder, unauthorized strike, governmental order, pandemic (including the health threats of COVID-19 or other infectious diseases), quarantine, recognized health threat, interruption of public utilities, curtailment of transportation systems, inability to access the Centre, or other cause beyond our reasonable control.

就本协议目的而言，“**不可抗力事件**”是指任何天灾、火灾、洪水、地震、自然灾害、战争、恐怖主义行为、内乱、未经授权的罢工、政府命令、流行病（包括对健康的威胁）COVID-19 或其他传染病）、隔离、公认的健康威胁、公共设施中断、交通系统缩减、无法进入中心或其他超出我们合理控制范围的原因。

20.3 The Licensor will promptly notify and consult with the Licensee regarding the Force Majeure Event and collaborate on minimizing its impact. In all cases, the Licensor will make commercially reasonable efforts to address the problem and fulfil its obligations.

许可方将就不可抗力事件以及如何将其影响降至最低通知并与获许可方协商，并且在所有情况下都将做出商业上合理的努力来解决问题并履行其义务。

20.4 Without limiting the foregoing, if the Force Majeure Event persists for more than ninety (90) days, the Licensee may terminate the Agreement upon thirty (30) days’ written notice to the Licensor.

在不限制前述规定的情况下，如果不可抗力事件持续超过九十(90)天，获许可方可在三十(30)天书面通知许可方后终止本协议。

21. RELATIONSHIP OF THE PARTIES

双方关系

21.1 The entirety of the Licensed Area remains the property of the Licensor and under the Licensor’s possession and control. The Licensor grants the Licensee and/or its Authorised Users a non-exclusive license for access to and occupation of the Licensed Area. This arrangement enables the Licensor to provide the Licensee and/or its Authorised Users with access to the Services and Business Services.

整个许可区域仍然是许可方的财产，并由许可方占有和控制。许可方授予获许可方和/或其授权用户非独家访问和占用许可区域的许可，以便许可方可以向获许可方和/或其授权用户提供对服务和商业服务的访问。

- 21.2 Despite any provision in this Agreement to the contrary, the Parties acknowledge that their relationship is not that of a landlord-tenant or lessor-lessee. This Agreement does not confer upon the Licensee or any Authorised User any title, easement, lien, possession, or related rights in the Licensor's business, the Centre, the Licensed Area, or any contents therein. This Agreement does not create a tenancy interest, leasehold estate, or other real property interest.

除非本协议中有任何相反的规定，双方同意双方的关系不是房东-租户或出租人-承租人的关系，并且本协议绝不应被解释为授予获许可人或任何授权用户在许可方的业务、中心、许可区域或中心或许可区域中包含的任何内容的任何所有权，地役权、留置权、占有或相关权利。本协议不产生租赁权益、租赁财产或其他不动产权益。

- 21.3 The Parties are independent contractors in fulfilling their obligations under this Agreement. This Agreement does not create a fiduciary or agency relationship, partnership, or joint venture for any purpose.

本协议双方均应是履行本协议项下义务的独立承包商，本协议不得视为出于任何目的建立受托或代理关系，或合伙或合资企业。

22. MEDIA RELEASE

媒体发布

- 22.1 The Licensor reserves the right to film, tape, photograph, interview, and document various areas in the Centre and/or the Licensed Area.

许可方可以对中心和/或许可区域的联合办公或会议、活动和其他区域进行拍摄、录音、拍照、采访和其他记录。

- 22.2 The Licensee grants the Licensor the right and license to use the Licensee's name for marketing purposes related to the Centre. Additionally, the Licensee permits the use of its Product Likeness (including copyrights, trademarks, artwork, taglines, insignia, logos) for promotional, advertising, commercial, and marketing materials for this purpose. Permission will be expressly sought from the Licensee for any use of its images or copyrights beyond the standard scope of marketing or promotion.

获许可方特此授予许可方为宣传的目的而使用获许可方名称以及获许可方产品。另外，获许可方同意就该目的而为促销、广告、商业和营销材料使用其产品相似性（包括版权、商标、艺术品、标语、徽章）。在营销或推广的通常范围外使用其图片或著作权的许可将向获许可方明确获得。

- 22.3 The granted right and license are:

获许可方授予的权利和许可是：

- 22.3.1 irrevocable, worldwide, non-exclusive and royalty-free; and

不可撤销、全球性、非排他性和免版税；和

- 22.3.2 for the purposes of advertising, marketing and promoting the coworking space at the Centre and/or the Licensor's Services and Business Services (the "Purpose").

用于广告、营销和推广中心和/或许可方服务和商业服务的联合办公空间的目的（“目的”）。

- 22.4 The Licensee acknowledges and agrees that the Licensor retains complete ownership of all rights, title, and interest, including copyright, for these media and content. The Licensee acknowledges it is not entitled to receive payment for the use of the Product Likeness and agrees not to make any future claims against the Licensor.

获许可人理解并同意，许可方拥有并将拥有媒体和内容的所有权利、所有权和利益，包括任何版权。获许可方承认其无权就产品相似性收取任何对价，并同意不对许可方就其提出索赔与本条款的条款。

- 22.5 The Licensee represents that no other person or entity's consent is required for the Licensor to use the Product Likeness and that such use will not violate or infringe upon third-party rights.

获许可方声明，许可方无需其他人或实体的同意即可使用此处描述的产品相似性，并且不会违反或侵犯任何第三方权利。

- 22.6 The Licensee hereby releases the Licensor, including its legal representatives, successors, and assigns, from any and all claims or liabilities arising solely from the use of the Product Likeness in accordance with the terms outlined herein. This release encompasses claims such as libel, invasion of privacy, or infringement of intellectual property rights. The consent and release are binding on the Licensee, including its legal representatives, successors, and assigns.

获许可人在此免除许可方（包括许可方的法定代表人、继承人和受让人）因根据本条款的条款使用产品相似性而可能产生的任何和所有索赔或责任，包括但不限于诽谤、侵犯隐私或侵犯知识产权的任何和所有索赔。此同意和发布应对获许可人（包括获许可人的法定代表人、继承人和受让人）具有约束力。

- 22.7 The Media and Content may or may not include the appearance of the Licensee's Authorised Users, employees, agents and/or Guests (each an "**Attendee**" and collectively, the "**Attendees**") present at the Centre or the Licensed Area, which may comprise any photograph, tape, video footage or other digital media containing the likeness, image and/or voice of the Attendees (the "**Individual Material**"). The Licensee further irrevocably and unconditionally represents and warrants to the Licensor that the Licensee has notified all Attendees of the terms of this Clause and has obtained his/her consent to the collection, use or disclosure of his/her Individual Material for the Purpose.

媒体和内容可能包括也可能不包括出现在中心或许可区域的获许可人的授权用户、员工、代理人和/或客人（每个称为“**参加者**”，统称为“**参加者**”），这可能包括任何包含与会者肖像、图像和/或声音的照片、磁带、视频片段或其他数字媒体（“**个人资料**”）。获许可人进一步不可撤销地和无条件地向许可方声明并保证，获许可人已将本条款的条款通知所有参加者，并已获得他/她为此目的收集、使用或披露其个人资料的同意。

23. UPDATES TO THE AGREEMENT

协议更新

- 23.1 Changes to the Licence Fee, Business Services Fee, and/or Miscellaneous Fees will be subject to the provisions outlined in Clause 3.9 of this Agreement. As for all other Clauses in this Agreement, the Licensor reserves the right to periodically update the terms. The Licensee will receive notice of these updates.

许可费、商业服务费和/或杂费的变更将受本协议第 3.9 条的约束。关于本协议的所有其他条款，许可方可能会不时更新本协议，并将通知获许可方这些更新。

- 23.2 The Licensee will be considered to have accepted the revised terms of the Agreement one (1) full calendar month after receiving notice of the update(s). Should the Licensee continue to use the Licensed Area, Services, or Business Services beyond this period, it will be construed as acceptance by the Licensee of the updated terms.

在更新通知之日后一（1）个完整日历月完成后，获许可方将被视为已接受协议的新条款。在此时间之后继续使用许可区域或服务，或商业服务将构成获许可人接受新条款。

24. NOTICES

通知

- 24.1 All notices and communications required or permitted to be given under this Agreement (but excluding any proceedings or other documents in any legal action) shall be in writing and delivered by email.

根据本协议要求或允许发出的所有通知和通讯（但不包括任何法律诉讼中的任何诉讼或其他文件）应以书面形式并通过电子邮件发送。

- 24.2 All notices and communications required or permitted to be given under this Agreement by the Licensor to the Licensee shall be sent via email to the email address of the Licensee specified in **Annex A**, except as otherwise provided in this Agreement.

许可方根据本协议要求或允许向获许可方发出的所有通知和通信均应通过电子邮件发送至附件 A 中指定的获许可方的电子邮件地址，除非本协议另有规定。

- 24.3 All notices and communications required or permitted to be given under this Agreement by the Licensee to the Licensor shall be sent via email to **clarissa@cssd.com.sg**, except as otherwise provided in this Agreement.

获许可方根据本协议要求或允许向许可方发出的所有通知和通信均应通过电子邮件发送至 **clarissa@cssd.com.sg**，除非本协议另有规定。

- 24.4 Any such notice or communication delivered by email under this Agreement shall be considered duly served on and received by the addressee at the time of delivery. However, notices received after 5 p.m. on a Regular Business Day or on any day that is not a Regular Business Day will be deemed to have been received on the next Regular Business Day.

根据本协议通过电子邮件发送的任何此类通知或通信应被视为已在交付时正式送达收件人并由其收到，然而，若是在正常工作日下午 5 点之后或非正常工作日的任何一天收到的任何通知，将被视为已在下一个正常工作日收到。

25. WAIVER

弃权

No delay, neglect or forbearance on the part of either Party in enforcing against the other Party any term or condition of this Agreement shall either be deemed to be a waiver or in any way prejudice any right of that Party under this Agreement.

任何一方在对另一方执行本协议的任何条款或条件方面的任何延迟、疏忽或容忍，均不得被视为放弃或以任何方式损害该方在本协议项下的任何权利。

26. ASSIGNMENT

分配

Neither Party shall assign this Agreement or any other right or rights thereto, without the prior written consent of the other Party. Any attempted assignment in violation of this Clause shall be null and void and deemed a material breach of this Agreement.

未经另一方事先书面同意，任何一方均不得转让本协议或任何其他权利。任何违反本条款的企图转让均无效，并被视为严重违反本协议。

27. SEVERABILITY

可分割性

The illegality or unenforceability of the whole or any part of the provisions of this Agreement will not affect the continued operation of the remaining provisions. The Parties shall negotiate in good faith to replace any illegal or unenforceable provision with a substitute that is valid and enforceable and most nearly reflects the Parties' intent in entering into this Agreement.

本协议的全部或任何部分条款的非法性或不可执行性不会影响本协议其余条款的继续运作，双方应真诚地协商最接近影响的替代、有效和可执行的条款。

28. ENTIRE AGREEMENT

整个协议

The terms and conditions contained herein constitute the entire agreement between the parties and shall supersede all previous communications either oral or written, between the parties with respect to the subject matter hereof. No oral explanation or oral information by either Party hereto shall alter the meaning or interpretation of this Agreement. This Agreement may not be modified or any right of a Party waived, except by means of an amendment which expressly references this Agreement and is duly executed by duly authorised employees or representatives of each of the Parties.

此处包含的条款和条件构成双方之间的完整协议，并取代双方之前就本协议标的事项进行的所有口头或书面通信。本协议任何一方的口头解释或口头信息均不得改变本协议的含义或解释。不得修改本协议或放弃一方的任何权利，除非通过明确提及本协议并由双方正式授权的员工或代表正式签署的修正案。

29. LANGUAGE OF AGREEMENT

协议语言

The Parties agree that the Chinese-language translations of any elements of /clauses in this agreement are included for reference purposes only and that the English-language version of any element of / clause in this contract shall prevail in the event of any discrepancy, ambiguity or inconsistency between the English-language and Chinese-language version.

双方同意，本协议中关于任何条款的中文翻译要素仅供为参考。倘若中英文版本不一致，如有任何歧义、歧义，以本合同、任何条款的英文版本要素为准。

30. GOVERNING LAW, REGULATIONS AND DISPUTE RESOLUTION

管辖法律、法规和争议解决

- 30.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Parties irrevocably submit to the exclusive jurisdiction of the Singapore courts.

本协议受新加坡法律管辖并据其解释，双方不可撤销地服从新加坡法院的专属管辖权。

- 30.2 The Licensee and/or its Authorised Users must adhere to all statutes, rules, orders, regulations, or bylaws governing the use of the Services and Business Services. This includes any guidelines stipulated by the Landlord of the Centre relevant to the operation of the Licensee's business.

获许可方和/或其授权用户在使用服务和商业服务时必须遵守所有不时施加的法令规则或规章制度或任何占用手册（包括中心业主与获许可方的业务相关的制度）。

- 30.3 The Licensee must ensure that all its Authorised Users have valid immigration papers to enter and remain in Singapore and the Licensee shall indemnify the Licensor from and against all actions, claims, demands, losses, damages, costs and expenses which the Licensor shall or may become liable in respect of any breach by the Licensee.

获许可方必须确保其所有授权用户拥有进入和留在新加坡的有效移民证件，并且获许可人应赔偿许可方免受许可方应或可能会因获许可人的任何违约行为而应当或可能承担的任何法律行动、主张、要求、损失、费用和开销。

- 30.4 The Licensee and/or its Authorised Users shall not engage in any activities or use the Services and Business Services in a manner that infringes or may infringe upon the laws of the Republic of Singapore, including its rules, regulations, and bylaws.

获许可方和/或其授权用户不得以违反或可能违反新加坡共和国任何法律或其中制定的任何规则、法规、章程的方式做任何事情或使用服务和商业服务。

ANNEX A

附件 A

LICENSEE DETAILS

获许可人信息

Name 名称	GIST SYSTEMS PTE. LTD.
UEN	201938708K
Nature of Business 业务性质	DEVELOPMENT OF SOFTWARE AND APPLICATIONS (EXCEPT GAMES AND CYBERSECURITY) (62011)
Contact Details 联络信息	Name of Main Contact: Frans Christiaan INSINGER 主要联系人姓名: Frans Christiaan INSINGER Designation: CEO 职位: CEO Telephone Number: 91130922 联络号码: 91130922 Email: insinger@gistsystems.com 电邮: insinger@gistsystems.com
Number of Authorised User(s) 授权用户人数	1
List of Authorised User(s) 授权用户列表	1

FIXED DESK

固定工位

Type and Quantity 种类及数量	☒ [1 – 2A] Fixed Desk(s) [Designated, as available, desk, bar stool or lounge seat in open space] [1 – 2A] 固定办公桌 (在开放空间中, 指定的、可用的桌子、吧台凳或休息座位)
-----------------------------------	--

LICENSED AREA

许可区域

Location	The Fixed Desks are located in the Centre, as delineated and coloured red on the plan shown in Annex B
-----------------	---

位置	位于中心的工位，如附件 B 所示平面图上划定并涂成红色 Address:55 Ayer Rajah Crescent #02-08, Singapore 139949 地址：大牌 55 亚逸拉惹弯 2 楼 8 号，新加坡邮区 139949
Furnishings and Storage 家具和储藏室	Each Fixed Desk comes with a storage cabinet. 每个固定办公桌均配有储物柜。

LICENCE FEE, BUSINESS SERVICES FEE AND SECURITY DEPOSIT

许可费, 商业服务费和保证金

Licence Fee	S\$276 per month
许可费	每月 S\$276
Business Services Fee	S\$92 per month
商业服务费	每月 S\$92
Prevailing GST	S\$33.12 per month
现行消费税	每月 S\$33.12
Payment Method	☐ Cheque 支票 ☒ Bank wire transfer 银行电汇 ☐ Electronic direct debit mechanism (GIRO) 转帐付款(GIRO)
Security Deposit	S\$368
保证金	S\$368

TERM

租期

Start Date	26 JANUARY 2026
生效日期	2026 年 1 月 26 日
Commitment Term	26 January 2026 to 25 January 2027, followed by annual rollover renewal until termination with 1 month's advance written notice outside of the Commitment Term, or payment in lieu of 1 month's advance notice. During the Commitment Term, the Licensee shall be required to pay an early termination fee equivalent to 3 months' Licence Fee and Business Services Fee if the Agreement is terminated within the Commitment Term. Note: The first month of the Licence Term shall be treated as a trial period, during which either party may terminate the Agreement by written notice without penalty. Subject to the Licence continuing beyond the trial period, the 12th month of the Licence Term shall be rent-free. 2026 年 1 月 26 日至 2027 年 1 月 25 日，过后自动按年度续期，直至在承诺期限外任何一方提前 一个 1 月书面通知 终止，或以支付相当于一个月

	费用代替提前通知。在承诺期限内，如本协议被提前终止，被许可方须支付 相当于 3 个月许可费及商业服务费的提前终止费。 附注： 许可期限的首个月视为 试用期，在试用期内，任何一方均可通过书面通知终止本协议，且无需承担任何罚金。若许可在试用期后继续履行，许可期限的第 12 个月免租。
--	---

SERVICES AND BUSINESS SERVICES

服务和商业服务

Services covered by the Licence Fee:

许可费涵盖的服务：

1. Licensed Area.

许可区域

The Licensor will grant the Licensee and/or its Authorised Users, a licence for the non-exclusive access to and occupation of the Licensed Area (the “**Licence**”).

The Licence is non-transferable by the Licensee and/or its Authorised Users and is freely transferable by the Licensor in accordance with the terms and conditions of the Agreement.

Outside of Regular Business Hours, Authorised Users shall have 24-hour access to the Licensed Area except during a Force Majeure event.

许可方将授予获许可方和/或其授权用户非独家访问和占用许可区域的许可（“许可”）。

许可不得由获许可方和/或其授权用户转让，许可方可以根据协议的条款和条件自由转让。

在正常工作时间之外，授权用户可以 24 小时进入许可区域，不可抗力事件发生时除外。

Business Services covered by the Business Services Fee

商业服务费涵盖的商业服务

2. Provision of Registered Address.

注册地址

The Licensee is entitled to use the address of the Centre or part of it as the registered address of the Licensee.

获许可人有权使用中心地址或其一部分作为获许可人的注册地址。

3. Access to Mail Receiving Services.

邮件接收

The Licensor will accept mail and deliveries on behalf of the Licensee during Regular Business Hours on Regular Business Days. The Licensor will not be liable or responsible to hold mail for longer than 7 days.

许可方将在正常工作日的正常工作时间内代表获许可方接受邮件和递送。许可方不负责将邮件保留超过 7 天。

4. Access to the assigned Common Area with IBCC Receptionist.

共享区域

Subject to the conditions set out in this Agreement, the Licensor will provide Authorised Users with access to and use of the assigned Common Area, facilitated by the services of an IBCC Receptionist. The Common Area is for temporary use and should not be used as a place for continuous, everyday work. The responsibilities of the IBCC Receptionist encompass, among other duties, the day-to-day oversight of Common Area Operations, including the handling of mail and packages, provision of administrative support, and assistance to Authorized Users in coordinating shared resources within the Centre.

根据本协议规定的条件，许可方将通过商务中心接待员的服务，为授权用户提供进入和使用指定公共区域的权限。公共区域是临时使用的，不应用作连续的日常工作场所。商务中心接待员的职责包括对公共区域业务的日常监督，包括处理邮件和包裹、提供行政支持以及协助授权用户协调中心内的共享资源。

5. Provision of shared Facility Utilities and Maintenance Services.

共享设施公用设施和维护服务

Subjected to the conditions set out in this Agreement, the Licensor will provide Authorized Users with shared utility services essential for the seamless daily operations of the Center. This encompasses the provision of electricity, water, and comprehensive cleaning services, including routine air-conditioning maintenance and pest control services.

根据本协议规定的条件，许可方将向授权用户提供对中心无缝日常运营至关重要的共享公用事业服务。这包括提供电力、水和综合清洁服务，包括常规空调维护和虫害防治服务。

6. Coffee and Refreshments.

咖啡和茶点

Subject to availability, Authorised Users shall have unlimited access to coffee and other refreshments in their assigned pantries as provided by the Licensor. The availability of coffee and refreshments may vary from time-to time.

视供应情况而定，授权用户可以无限制地享用许可方提供的咖啡和其他点心。咖啡和茶点的供应可能会不时变化。

7. Access to a shared Internet Connection.

共享网络

The Licensor will provide Authorised Users with access to a shared Internet connection by supplying a Wi-Fi Username and Password following the execution of this Agreement.

在执行本协议后，许可方将通过提供 Wi-Fi 用户名和密码，为授权用户提供访问共享网络连接的权限。

8. Access to Phone booths.

电话亭

Subject to availability, the Licensor will provide Authorised Users with non-exclusive access to phone booths for private calls (telephone service is not included).

视情况而定，许可方将为授权用户提供私人电话（不包括电话服务）的非专属电话亭访问权。

9. Access to Private meeting booths.

私人会议亭

Subject to availability, the Licensor will provide Authorised Users with non-exclusive access to meeting booths for private meetings.

根据可用情况，许可方将为授权用户提供非排他性的会议室使用权，以进行私人会议。

10. Installation of Company Logo Signage.

安装公司标志标牌

The Licensor will provide Authorised Users with the installation of the signage of the Company Logo to be displayed in the directory within the Centre.

许可方将向授权用户提供公司标志标牌的安装，该标牌将显示在中心内的目录中。

11. Opportunity to participate in Centre Users-only events.

参与中心用户专属活动

The Licensor aims to provide a platform for Authorised Users to gain access to its network of professional service providers and partners. These may include but are not limited to workshops on business planning, corporate governance, deal negotiations, product development, innovation creation and other types of professional workshops which may be on either a pro bono or paid basis; fund raising platforms & events; networking sessions; and industry events.

许可方旨在为授权用户提供一个访问其专业服务提供商和合作伙伴网络的平台。这些可能包括但不限于关于业务规划、公司治理、交易谈判、产品开发、创新创造的研讨会和其他类型的专业研讨会，这些研讨会可能是无偿或有偿的；筹款平台和活动；网络会议；和行业活动。

The Authorised Users shall understand that the Authorised Users' use of these services is subject to availability, and the advice given and/or services provided at the Centre through this platform are rendered by external third parties who may impose their own terms of service and fees. The Authorised User understands that they may be required to agree to these additional terms should he/she wish to engage their services.

授权用户应理解，授权用户对这些服务的使用视可用性而定，并且通过该平台在中心提供的建议和/或服务由外部第三方提供，他们可能会施加自己的服务条款和费用。授权用户理解，如果他/她希望使用他们的服务，他们可能需要同意这些附加条款。

Services and Business Services not covered by the Licence Fee and Business Services Fee, for which Miscellaneous Fees are chargeable:

许可费和商业服务费不涵盖的服务，需额外收费：

12. Use of Meeting Rooms.

会议室

Subject to availability and prior reservation, the Licensor will grant Authorized Users access to meeting rooms during Regular Business Hours on Regular Business Days, with charges determined by the prevailing rates corresponding to the room size. The 6-pax Meeting Room is available for rent with a minimum booking duration of 1 hour at a fixed rate of S\$12 per hour, while the 8-pax Meeting Room can be rented for a minimum block of 1 hour at a flat rate of S\$18 per hour.

根据可用性和事先预订情况，许可方将允许授权用户在正常工作日的正常工作时间内进入会议室，费用由房间大小对应的现行费率确定。6人会议室可供租用，最短预订时间为1小时，固定价格为每小时12新元，而8人会议室则可租用最短1小时，统一价格为每小时18新元。

13. Use of CSSD Board Room.

董事会会议室

Subject to availability and prior reservation, the Licensor offers Authorized Users access to the 18-pax Board Room, with a minimum reservation duration of 1 hour at a fixed rate of S\$60 per hour.

根据供应情况并提前预订，许可方将向授权用户提供18人董事会会议室的使用权，至少使用1小时，统一费率为每小时60新元。

14. Use of Training Room.

培训会议室

Subject to availability and prior reservation, the Licensor will grant Authorized Users access to the 16-pax Training Room, available for a minimum booking of 1 hour at a flat rate of S\$50 per hour. Alternatively, for the simultaneous booking of two Training Rooms, the rate will be S\$85 per hour.

根据供应情况并提前预订，许可方将向授权用户提供16人培训室的使用权，至少使用1小时，统一费率为每小时50新元，同时预订两个培训室时每小时85新元。

15. Use of Gallery Event Space.

展示厅、活动空间

Subject to availability and prior reservation, the Licensor offers Authorized Users access to the Gallery Event Space for a minimum block of 4 hours per day at a flat rate of S\$500 for the initial 4 hours and S\$100 per hour thereafter. A full-day rental option is available at

a flat rate of S\$1000 for 8 hours. Complimentary setup is provided for reservations made with at least 1 hour's notice, while reservations made more than 1 hour in advance incur a setup charge of S\$50 per hour.

根据可用性和提前预订，授权用户可使用画廊活动空间，每天最少租用 4 小时，收费标准为首 4 小时为 500 新元，之后每小时 100 新元。全天租金以 8 小时为一组，收费为 1000 新元。提前至少 1 小时预订可享免费设置；提前超过 1 小时的预订，每小时额外收费 50 新元。

16. Use of Event Space (Pantry Area)

享办公茶水用产区活动

Subject to availability and prior reservation, the Licensor will provide Authorized Users with access to the Pantry Space available either on Level 1 or Level 2 of the Centre. The minimum booking duration is 1 hour per day, with a set rate of S\$80 per hour for Level 1 Pantry Space and S\$90 per hour for Level 2 Pantry Space.

根据可用性和事先预订情况，许可方将为授权用户提供进入中心 1 层或 2 层食品储藏室的通道。最短预订时间为每天 1 小时，1 层餐具室的固定价格为每小时 80 新元，2 层餐具室为每小时 90 新元。

17. Daily Guest Pass

宾客每日通行证

Daily Guest Passes are offered to guests of Authorized Users at a flat rate of S\$30 per day for a full-day pass, valid from 9:00 AM to 6:00 PM, or at S\$20 per day for a half-day pass, covering a block of 4 hours within the designated time frame.

宾客每日通行证适用于授权用户的宾客，全日通行证的统一价格为每天 30 新元（上午 9 点至下午 6 点），或者覆盖指定时间内的 4 小时的半日通行证的价格为每天 20 新元。

18. Use of Printers.

打印机

The Licensor will provide Authorized Users with access to printers for black & white printing at a fixed rate of S\$0.10 per page or for color printing at a flat rate of S\$0.20 per page.

许可方将向授权用户提供以每页 0.10 新元的固定价格进行黑白打印或以每页 0.20 新元的统一价格进行彩色打印的打印机。

19. Parking.

停车

As available and at the rates prescribed by the carpark operator, on a first come first-served basis.

按停车场经营者规定的价格提供，先到先得。

20. Customised Services

其它定制服务

NIL.

无。

ANNEX B

附件 B

Assigned Common Area (IBCC Level 2) **指定的公共区域 (商务中心 2 层)**



IN WITNESS WHEREOF this Agreement has been executed by the Parties on the date first set out above.

为证明本协议已由双方于上文首次列出的日期签署。

THE LICENSOR 许可方

Executed by 执行者代表)
CHUA TECK BOON)
for and on behalf of)
CSSD INTERNATIONAL BUSINESS)
COOPERATION CENTRE PTE. LTD.)
中新国际商务合作中心私人有限公司

in the presence of:
在见证人的见证下

Signature of Witness 见证人签名:

Name of Witness 见证人名字:

Identification No. of Witness 见证人身
份证号:

THE LICENSEE 获许可人

Executed by 执行者代表)
Frans Christiaan INSINGER)
for and on behalf of)
GIST SYSTEMS PTE. LTD.)

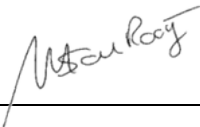


in the presence of:
在见证人的见证下

Signature of Witness 见证人签名:

Name of Witness 见证人名字:

Identification No. of Witness 见证人身
份证号:



Maureen DEROOIJ

S2761747F

