

EQUIPMENT RENTAL AGREEMENT

1. Agreement Establishment

The Agreement shall commence on the date of the Equipment is delivered to the Customer, ("Effective Date") and shall continue thereafter for the months set forth in Sales Order / Delivery Order.

2. Rent

2.1 The Vendor hereby grants and the Customer hereby accepts the rental of Equipment and the Customer to use the Equipment during the Rent Period, on the terms and conditions hereinafter contained.

2.2 The Customer shall furnish to the Vendor any other documents so requested by the Vendor on or before the execution of this Agreement or during the Rent Period.

2.3 The Customer acknowledged that upon the signing of this Agreement, the Vendor have handed over the possession of the Equipment to the Customer and prior to the handing over of the Equipment, the Customer is satisfied that the Equipment is in a good and tenantable condition.

2.4 The Customer shall upon the consent of the Vendor, rent the Equipment for the usage of such authorized third party user PROVIDED ALWAYS that the Customer shall in person acknowledge the handover of possession of the Equipment under clause 2.3 hereof.

2.5 However due to unforeseen circumstances, the Customer is unable to comply with Clause 2.4 then such acknowledgement by such authorized third party user shall also constitute the acknowledgement by the Customer and the Customer is satisfied that the Equipment is in a good and tenantable condition prior to the handing over of the Equipment.

2.6 The Customer shall at its discretion, exercise its renewal option by writing to the Vendor at least (30) Business Days before the Expiry Date and the Vendor shall, upon its receipt of the Customer's letter, exercising its option to renew, grant to the Customer such Renewal Lease Period from the day after the relevant Expiry Date provided that the rental fee and all other terms (collectively "the Renewal Terms") for the renewal period shall be determined and proposed by the Vendor. The Customer may elect among the following:-

(a) Customer may enter into a new agreement for a new lease of another Equipment ("New Equipment") provided that the New Equipment is a new model within the same product category as the Equipment. In this case, the Customer shall pay the new rental fee accordingly; or

(b) Customer may continue to subscribe to Vendor's Services by entering into a new agreement with Vendor for the Equipment.

If the proposed Renewal Terms are acceptable by the Customer, both Parties shall enter into a new agreement for such period and on such terms and conditions as agreed between the Parties at least (7) Business Days before the Expiry Date. In the event the Renewal Terms are not acceptable by the Customer, there shall be no renewal whatsoever (save and except that the Customer decides to exercise its option under Clause 2.7) and this Agreement shall lapse on the Expiry Date.

2.7 In the event the Customer shall decide to exercise its option to purchase the Equipment instead of exercising its option under Clause 2.6, the Customer shall by writing to the Vendor at least (30) Business Days before the Expiry Date, informing of its intention to purchase the Equipment and upon full and prompt payment of the Rental Fee for the entire Rent Period of the Agreement, the ownership of the Equipment shall be automatically transferred to Customer at no additional charge after the Expiry Date and this Agreement shall lapse on the Expiry Date. .

3. Rental Fee and Security Deposit

3.1 In consideration of the Vendor granting the Rent to the Customer for the duration of the Rent Period, the Customer shall pay to the Vendor the Rental Fee and the Security Deposit.

3.2 The Security Deposit shall not be deemed to be or treated as Rental Fee and the same shall be returned upon the expiration of this Agreement without interest to the Customer less such total sums of whatever nature as may then be due to the Vendor under or pursuant to this Agreement PROVIDED ALWAYS

that any deductions made by the Vendor from the Security Deposit shall not prejudice the Vendor from further claiming against the Customer for any breach of this Agreement.

4. Processing Fee (if applicable)

4.1 The Customer shall pay to the Vendor non-refundable Processing Fee which shall not form part of the payment towards the total Rental Fee without prior written consent from Vendor.

5. Delivery and installation

5.1 The Vendor undertakes to transfer physical possession of Equipment to Customer at Vendor's own cost and expenses.

5.2 The Vendor undertakes to install Equipment at no additional charges.

5.3 The risk of loss and/or damage of Equipment shall pass to Customer upon installation of Equipment.

5.4 The delivery dates stated are approximate until and unless fixed by Vendor. In the event that delivery was not made on or before delivery date stated, Vendor shall not be liable for whatsoever losses, damages, penalties and/or expenses.

6. Warranty, maintenance and repairs of Equipment

6.1 All Equipment shall have warranty for a period determined in this Agreement. ("Warranty Period")

6.2 During Warranty Period, any maintenance and/or repair, including but not limited to installation of spare parts require for proper functioning of Equipment shall be exclusively performed by Vendor twice a year which shall be determined by the Vendor during the term of the Agreement.

6.3 Any modification of Equipment is strictly prohibited and not to be conducted without approval from Vendor.

6.4 Warranty of Equipment shall cover any defect in material or workmanship under normal use during Warranty Period, the cost of repair shall be borne by Vendor during the Warranty Period.

6.5 The warranty shall be void in the event:-

(a) Equipment has been tampered with modified, abused, neglected or improperly used;

(b) Equipment has been damaged for reasons which are beyond Vendor's control such as electrical fluctuation or failures or natural disaster; and

(c) Use of Equipment in combination with other goods which are not provided or authorized by Vendor.

Any costs of damage to the Equipment caused by the Customer's fault, inter alia, improper treatment, above intended usage and/or misuse shall be borne by Customer.

The warranty of Equipment shall follow thereafter for the months set forth in Sales Order / Delivery Order.

7. Risk, title and limitation of liability

7.1 The Customer assume all risks and liability of loss, theft or destruction of and damage to Equipment on delivery and during the Rent Period which the Equipment is in possession of possession, custody or control Customer until such time as the Equipment is redelivered to Vendor.

7.2 In the event that damage has occurred to or in conjunction with the Equipment, the Customer undertake to notify Vendor soonest possible by indicating the point of time and cause of occurrence to the extent possible and the extent of damage.

7.3 In the event Equipment lost while in the possession of the Customer, the Customer is liable to pay the following:-

Total Lost Fee = (full contract price) – (total paid Rental Fee)

7.4 In the event Equipment is severely damaged or non-operational to the extent of beyond repair, the Customer is to solely liable and bear the Total Lost Fee specified above.

7.5 The Equipment shall at all times remain the property of Vendor and the Customer shall have no right, title or interest in or to the Equipment save the right of possession and use of Equipment subject to terms and conditions of this Agreement.

8. Covenants by the Vendor

8.1 The Vendor hereby covenants and undertakes with the Customer as follows: -

(a) Owner of Equipment and intellectual property rights embodied within

Vendor is the legal and beneficial owner of Equipment and intellectual property rights embodied in the Equipment

(b) Compliance with quality

The Equipment shall substantially conform to its specifications set out therein, Equipment is of satisfactory quality and fit for any purpose held out by Vendor.

In the event Equipment cannot perform service on site, Vendor reserves the right to take back the Equipment for repair at Vendor's workshop. Vendor shall have sole discretion whether to replace or repair the defective spare part of the Equipment.

(c) Maintenance of the Equipment

The Vendor shall, at its own cost and expense, throughout the Rent Period, carry out maintenance of the Equipment. Services of Equipment shall be provided by qualified personnel, in a timely, reliable professional and workmanlike manner that will not cause harm or injure to the reputation of Vendor and in accordance with Law.

(d) License of rent of Equipment

Vendor shall obtain and keep all current and updated licenses and permits that required in rental of Equipment to the Customer.

(e) Access to the Location

If so required, to allow the Vendor whether by itself or its employees or agent, at a Working Hour on a Business Days' prior notice is given, to access to location from time to time provided that such access shall not unreasonably interfere with the day-to-day operations of the Customer or any person in the location, for any one or more of the following purposes: -

i. to install Equipment;

ii. to undertake any maintenance or other works whatsoever required for any part of the

Equipment; and

iii. to carry out any maintenance, repairs or any other works deemed necessary or desirable by the Customer in respect of the Equipment.

(f) Customer's quiet possession of Equipment

To ensure Customer's quiet possession and use of Equipment.

(g) Not to Transfer or Assign

Other than as provided for herein, the Vendor shall not transfer, assign or otherwise dispose or deal with the Vendor's ownership of Equipment within the Rent Period without the prior written consent of the Customer.

9. The Customer's Covenants

9.1 The Customer covenants with the Vendor as follows: -

(a) Not to Transfer or Assign

Other than as provided for herein, the Customer shall not transfer, assign or otherwise dispose or deal with the Customer's right of possession of Equipment without the prior written consent of the Vendor.

(b) Location of Equipment

Equipment shall at all times during Rent Period remain in the location set out Clause 1.1 and possessed by Customer unless with prior written consent of the Vendor on the change of such authorized third party user and/or location of Equipment.

In the event that the Customer shall decide to change of such authorized third party user and/or location of Equipment with Vendor's consent, Customer shall be liable for all costs, charges and/or fees involved therein.

10. Credit check

10.1 The Customer authorise Vendor and/or its agents and/or representative to make necessary inspection to verify the information provided to Vendor from time to time.

10.2 The Customer consent to Vendor on disclosure of relevant personal data and/or credit information of the Customer to any credit reporting agency and authorise Vendor to receive credit report of the Customer from credit reporting agency. The Customer agree that such disclosure of information and obtaining of credit reports can be performed by Vendor at any time during and/or after the cessation of relationship between Vendor and the Customer, including when there is any default or outstanding amount due to Vendor from the Customer.

10A. Expiry or Revocation or Termination of Rent

10A.1 Upon the expiry, revocation or earlier termination of the Rent hereunder, the Customer and/or such authorized third party user shall immediately cease to operate the Equipment and the Customer shall upon the Determination Date: -

(a) return the Equipment in its original conditions as at the date of this Agreement (fair wear and tear excepted) including all equipment, machinery, utensils and goods whatsoever came together with the Equipment by the Vendor;

(b) execute all relevant documents and do all such acts as to effect the surrender of the Rent and revert the Equipment to the Vendor; and

(c) handover the Equipment to the Vendor in good and substantial repair, clean and free of all rubbish.

10A.2 The Customer and/or such authorized third party user shall not damage or allow to be damaged any part of the Equipment and the machinery, utensils and goods whatsoever. If any damage occurs the Customer shall as soon as reasonably practicable, not being less than thirty (30) Business Days from the Determination Date, make good the same by engaging the agents of the Vendor upon receipt of a notice in writing from the Vendor.

10A.3 All reasonable costs of carrying out such repair/rectification works shall be payable by the Customer to the Vendor within thirty (30) Business Days of receipt of a notice of demand from the Lessor.

10A.4 Upon expiry, revocation or earlier termination of the Rent, it shall be lawful for the Vendor at any time thereafter to repossess the Equipment it shall be lawful for the Vendor to deal with the Equipment at such time(s), in such manner and subject to such conditions as determined by the Vendor at its discretion without having to account to the Customer.

11. Termination of Rent

Termination by default of the Vendor

11.1 The Vendor may at any time, at its sole discretion, terminate the Agreement and forthwith recover the possession of the Equipment upon occurrence of the following:-

i. The debit/credit card and/or account is cancelled or terminated by the Customer or the authorize bank for whatsoever reason;

ii. The Customer has defaulted in any of his obligations stated in the Agreement;

iii. The Customer has defaulted in the payment of any amount due and owing under the Agreement; and

iv. In the event of a death or bankruptcy petition is presented against the Customer or the Customer failed to pay his debt as it falls due.

11.2 Upon termination of the Agreement, however caused, Vendor's consent to the Customer's possession of Equipment deemed terminated, and Vendor may, by its representative(s), without prior written notice and at Vendor's sole costs and expenses, retake possession of Equipment and for this purpose,

may enter such premises at which the Equipment is located, and the Customer shall pay to Vendor on demand within fourteen (14) days of the Determination Date, all rentals and other sums due but unpaid as at the date of such demand. Vendor is entitled to take necessary measures to recover the outstanding rental amount, including but not limited to third party, inter alia, CTOS, collection agencies and legal proceedings.

Termination by the Customer

11.3 The Customer may only terminate this Agreement by giving written termination notice of thirty (30) days prior to the Determination Date, subject to the Vendor's approval provided that product termination fee has been cleared and settled by the Customer. For avoidance of doubt, product termination fee means the remaining Rent Period multiply by Rental Fee equals to total amount of product termination fee.

11.4 Upon receipt of termination notice, the Vendor shall retake possession. For this purpose, Vendor shall enter such premises at which the Equipment is located. and the Customer shall pay to Vendor on demand within fourteen (14) days of the Determination Date, all rentals and/or any other sums due and owing but unpaid as at the date of such demand. Vendor is entitled to take necessary measures to recover the outstanding rental amount, including but not limited to third party means, that is CTOS, collection agencies and legal proceedings.

12. Special Conditions

12.1 The Special Conditions as stated hereto shall be construed to form and be part of this Agreement and in the event of conflict between the Special Conditions and this Agreement the Special Conditions shall prevail.

13. Force Majeure

13.1 Neither party shall be liable to the other in any way whatsoever for any acts of Gods, war, riot, strike, terrorism, lockout, industrial action, failure of power, fire, flood, draught, storm, unavailability of materials and goods used in the Equipment, enforcement of movement control order by the Authority due to pandemics, epidemics or diseases and/or such like enforcement due to unprecedented situation or any event beyond the reasonable control of either party. Subject to the party so affected promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay) the performance of such party's obligations shall be suspended until such time as the cause giving rise to each suspension shall no longer prevail.

14. Indemnity

14.1 The Customer shall indemnify and hold harmless Vendor and its directors, shareholders, officers, employees, agents, affiliates, successors and assigns thereof, from and against all allegations, claims, demands, losses, damages, liabilities, actions and cause of action of any nature, including but not limited to personal injury, wrongful death and property damage arising out from or in connection to the condition, possession, use and/or operation of the Equipment unless such act is attributable to willful intent or gross negligence on the part of the Vendor.

14.2 Vendor will, in no event, be liable for any loss or damage (including without limitation, loss of income, profits or goodwill, direct or indirect, consequential, exemplary, punitive, special or incidental damages of any party including third parties) arising out of or relating to this Agreement or the transaction it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Vendor has been advised of the possibility of any such damage.

14.3 In no event will Vendor's liability exceed the price the Customer paid to Vendor for the Equipment provided giving rise to the claim or cause of action.

14.4 For the avoidance of doubt, the Customer being the privy to this Agreement shall continue to fully indemnify the Vendor under this Agreement notwithstanding that the Equipment was rented for the enjoyment and/or usage of such authorized third party user pursuant to Clause 2.6 hereof.

15. Cooling Off Period Assignment

15.1 There shall be no delivery of Equipment and performance of Services under this Agreement before the Cooling Off Period lapses save and except that the Customer has waived its right and opted out from the Cooling Off Period by giving notice to the Vendor.

15.2 In the event that the Customer decide not to proceed with the rental during the Cooling Off Period, he shall serve written notice on the Vendor. The Customer shall be liable to pay all cancellation charges and/or fees (if applicable) involved during the Cooling Off Period to the Vendor.

15.3 No notice shall be served on Vendor if the Customer decides not to proceed with this Agreement before the expiry of seventy-two (72) hours of the Cooling Off Period and it shall be deemed that the Customer has assented to proceed with this Agreement.

15.4 The Parties hereof agree that upon the signing of this Agreement, the Customer shall be deemed to have waived its right under Clause 15 and the Parties hereof shall forthwith comply with the terms and conditions of this Agreement.

16. Data Protection

16.1 The Customer agrees to provide Vendor with all personal data relating to the Customer ("Personal Data") which is requested thereon for the performance of this Agreement.

16.2 Vendor warrants that:

(a) it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments;

(b) it will take appropriate technical and organisational measures against the unauthorized or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, Personal Data to ensure Vendor's compliance with Personal Data Protection Act 2010 (PDPA 2010); and

(c) Vendor shall notify the Customer immediately if it becomes aware of any unauthorized or unlawful processing, loss of, damage to or destruction of the Personal Data.

17. Notice

17.1 Any notice to be given hereunder to the Parties shall be in writing and may be delivered by hand or sent by prepaid registered post or by facsimile to the number and/or address as stated in this Agreement or to such other number and/or address as one party may notify in writing to the other party and shall be deemed to duly served:

To ITSU World Sdn Bhd:

No. 13, Lorong Technology B, Nouvelle Industrial Park, Taman Sains SG PJU 5, Kota Damansara, 47810 Petaling Jaya, Selangor.

Email : (enquiries@itsu.world)

To Customer: Address as provided in Item 2 of the First Schedule.

17.2 If it is delivered by hand, at the time of delivery and duly acknowledged;

17.3 If it is sent by prepaid registered post, three (3) days after posting thereof; or

17.4 If it is sent by email or facsimile immediately after transmission thereof to the correct email address or facsimile number as confirmed by a transmission report received by the sender.

17.5 The Parties irrevocably agree that any writ, summons, order, judgment, or other legal processes may be sufficiently served on it in connection with proceedings in Malaysia by forwarding the same by hand or prepaid registered post to the address of respective Parties hereof mentioned in this Agreement or in such manner or mode as the court of a competent jurisdiction may order.

17.6 The Parties hereof shall upon the change of address, contact number or facsimile number, immediately without delay informed the respective Parties hereof in writing of such change of details.

18. Governing Law and Dispute Resolution

18.1 This Agreement shall be governed, constructed and enforced in accordance with the laws of Malaysia and the law courts of Malaysia.

18.2 If any dispute or difference shall arise between the parties to this Agreement from or in connection with this Agreement or its performance, construction or interpretation, the parties shall endeavour to resolve it by agreement through negotiations conducted in good faith.

18.3 If the dispute or difference has not been resolved within thirty (30) days or such extended period as the parties may agree, the dispute or difference shall be referred to courts in Malaysia having jurisdiction on the dispute.

19. Miscellaneous

19.1 Time whenever mentioned shall be of the essence of this Agreement.

19.2 This Agreement shall inure to the benefit, and be binding upon each of the parties herein, its respective successors-in-title and permitted assigns.

19.3 This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all prior discussions between the Parties. In the event of any dispute(s) and/or discrepancy arising between the Parties, the contents of this Agreement shall prevail. Except as otherwise specifically set forth herein, this Agreement shall not be amended except in a writing signed by both parties.

19.4 Any term in any document furnished by Vendor which is in any way inconsistent with or in addition to the terms contained herein is expressly rejected. This Agreement may not be modified except in writing and signed by both parties. If any provision of this Agreement is found invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable according to its terms.

19.5 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

19.6 The stamp duties and any penalties (if any) relating to this Agreement, shall be borne and paid by the Customer.

19.7 Nothing in this Agreement constitutes a relationship of principal and agent or partnership between Vendor and the Customer or any of its affiliates, employees, agents or subcontractors.

19.8 Each party shall bear its respective legal fees, costs and other incidental expenses incurred in the preparation and execution of executive.

19.9 Time wherever mentioned shall be of the essence of this Agreement.

19.10 The schedules and/or annexures hereto shall be taken read and construed as an essential part of this Agreement.

End of Clauses