

TERMS & CONDITIONS
1. Definitions

In this Agreement:

"Agreement" means (i) where the Membership is subscribed through the Subscription Portal, the contract formed upon the Member's completion of the subscription process on the Subscription Portal and as confirmed in the Membership Confirmation Email, or (ii) where the Membership is subscribed outside the Subscription Portal, the membership agreement executed by the parties; in each case together with the General Terms, the House Rules, and any appendix agreed by the parties, all of which shall form part of the Agreement;

"Card Payment Method" means the credit or debit card details provided by the Member at the time of signing up on the Subscription Portal for payment of the sums due under this Agreement, and successfully verified by the third-party service provider facilitating the collection of payment on behalf of JustCo, as updated by the Member from time to time;

"Claim" means any claim, action, cause of action, demand, damage, loss, expense, liability, proceeding, judgment or order howsoever arising, whether in connection with this Agreement, at law, in equity, by statute, and/or whether by a party to this Agreement or by any third party;

"Commencement Date" means the date on which JustCo will commence providing the Services to the Member as specified under the Key Details;

"Compliance Proceedings" means: (i) any litigation, arbitration, settlement or other proceedings (including alternative dispute resolution, criminal and administrative proceedings) in any jurisdiction; or (ii) any investigation, inquiry, enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority in any jurisdiction; in each case relating to, or in connection with, any actual or alleged contravention of applicable Sanctions Laws or Financial Crime Laws;

"Contact Details" means the contact details provided by the Member when signing up for this Membership;

"End Date" means the last day on which JustCo will provide Services to the Member as specified under the Key Details;

"Financial Crime Laws" means all applicable laws and regulations relating to anti-money laundering, counter-terrorism financing, anti-bribery and corruption, including the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, the Malaysian Anti-Corruption Commission Act 2009, the Penal Code (Chapter VIA — Offences Relating to Terrorism), any notices, guidelines or directions issued by Bank Negara Malaysia ("**BNM**") (including the BNM Policy Documents on Anti-Money Laundering, Countering Financing of Terrorism and Targeted Financial Sanctions) and any equivalent or similar laws or regulations relating to financial crime, money laundering, terrorism financing, or corruption, in any other applicable jurisdiction;

"General Terms" refer to the general terms and conditions governing the Membership for Malaysia as set out in this Agreement, which is also published on JustCo's website (currently at <https://www.justcoglobal.com/en/fags/>);

"Group Company" means a company that is under common control, management, or significant ownership with another company, including parent companies, subsidiaries, and entities under common ownership or control;

"House Rules" means the rules applicable to the use of the Premises in Malaysia as published on JustCo's website (currently at <https://www.justcoglobal.com/en/fags/>), as may be updated or amended by JustCo from time to time;

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

"JustCo" means the JustCo entity specified in the Key Details;

"Key Details" means the "Order Summary" section in the Membership Confirmation Email where subscription of this Membership is made through the Subscription Portal, or the section titled as "Key Details" in the membership agreement executed by the parties (in any other instance of contracting for this Membership).

"Member" means the person or legal entity specified under the Key Details;

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

"Membership Confirmation Email" means the email sent by JustCo to the Member confirming that the Member's subscription for the Services through the Subscription Portal has been completed;

"Membership Fee" means the monthly fee payable for the use of the Services in the amount specified under the Key Details;

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

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

"Premises" means the JustCo flexible workspace home centre specified in the Key Details;

"Privacy Laws" means the Personal Data Protection Act 2010 and any other applicable legislation made thereunder;

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

"Prohibited Person" means any person who is (i) in breach of any Sanction Laws or Financial Crime Laws; (ii) a Sanctioned Entity; (iii) engaged or involved in, or otherwise subject to any Compliance Proceedings, whether actual, threatened or pending; and/or (iv) directly or indirectly controlled or owned 50% or more (individually or in the aggregate) by, any person covered by (i) to (iii);

"Sanction Laws" means the economic or financial sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State), the United Nations Security Council, the European Union, His Majesty's Treasury, the Malaysian government, including BNM and/or other relevant government or sanctions authority;

"Sanctioned Entity" means a person, an entity, or a member of any group of persons or entities who is the subject of economic or financial sanctions or trade embargoes administered or enforced under the Sanctions Laws (including the designation as a "specially designated national" or "blocked person");

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

"Service Term" means the period commencing on the Commencement Date and expiring on the End Date;

"Subscription Portal" means the online platform hosted on JustCo's website and/or JustCo mobile application which facilitates a Member's subscription and purchase for the Membership; and

"Upfront Payment" means full payment of the Membership Fees payable under the Service Term which is required to be made by the Member upon the subscription of the Services under this Agreement.

2. Term

(a) Subject to clause 2(b), this Agreement shall take effect and become legally binding on both parties upon (i) the Member's completion of the Upfront Payment and receipt of the Membership Confirmation Email ("**Membership Confirmation**") if subscription is performed through the Subscription Portal, and (ii) in any other case, when this Agreement is executed by the parties.

(b) The Member shall cooperate with JustCo's customer due diligence and screening requirements as may be required under applicable law. Completion of these checks to JustCo's satisfaction is a condition subsequent to this Agreement, and acceptance of the Member is at JustCo's sole discretion. If JustCo rejects the Member following such checks, this Agreement shall be void, and JustCo shall refund the Upfront Payment received, with such refund being the Member's sole remedy and JustCo having no further liability.

(c) The Service Term shall start on the Commencement Date and shall continue until the End Date.

(d) Following the Membership Confirmation Email or execution of this Agreement (as the case may be), under no circumstances shall the Member be permitted to make any changes to the duration of the Service Term or purport to terminate this Agreement. The Member undertakes to complete the Service Term and agrees that pre-termination of this Agreement before the End Date is not permitted under any circumstances. Any purported pre-termination shall not be effective and will be a fundamental breach of this Agreement.

3. Membership

- (a) JustCo shall provide the Member with the Services during the Service Term, subject to the provisions of this Agreement ("**Membership**").
- (b) The Member acknowledges and agrees that:
- (i) the Membership and this Agreement do not confer upon the Member a lease or tenancy or any right of exclusive possession or any ownership of or title to any part of the Premises and that they remain in JustCo's possession and control; and
 - (ii) the availability of the Services under this Agreement is subject to compliance by the Member of its obligations under this Agreement.
- (c) The Member agrees that JustCo shall collect and use the Personal Data of the Member's Personnel, including the information included in the Key Details, for the purposes of (i) conducting customer due diligence checks as may be required by applicable law, (ii) fulfilling JustCo's obligations under this Agreement or applicable laws, (iii) complying with directions from governmental authorities, and/or (iv) such other purposes prescribed under JustCo's Privacy Policy.
- (d) JustCo shall comply with the Privacy Laws when collecting, using and storing such Personal Data.
- (e) The Member acknowledges and agrees that the House Rules and General Terms form a part of this Agreement and that JustCo may vary the provisions of the House Rules and General Terms as it deems reasonably appropriate or necessary. To the extent of any inconsistency between the Key Details, the General Terms, and the House Rules, the documents shall prevail in the following order of precedence: (i) Key Details; (ii) General Terms; and (iii) House Rules. JustCo shall not, without the consent of the Member, vary the House Rules and General Terms in a way which would have the effect of varying the Membership Fees payable under this Agreement or materially adversely affecting the Services under this Agreement.

4. JustCo's Obligations

- During the Service Term, JustCo shall provide the following services to the Member (the "**Services**"):
- (a) use of the address of the Premises as the Member's registered address, business correspondence address and/or mailing address; and
 - (b) access to and use of the online community portal and member network of JustCo.

5. Member's Obligations

- (a) The Member shall only use the address of the Premises solely for the Member's business purposes and the Member undertakes to comply with all its obligations under this Agreement and the House Rules as well as all applicable laws relating to the use of the Services.
- (b) The Member shall cease all use of the address of the Premises as its registered address, business correspondence address and/or mailing address by the End Date. The Member shall promptly take all steps required to update such address with the relevant authorities. Within seven (7) days after the End Date (or such other period as notified by JustCo), the Member shall provide JustCo with satisfactory written evidence of such de-registration and address change. JustCo shall be entitled to take any necessary action, at the Member's sole cost, if the Member fails to comply with this obligation.

6. Card Payment Method

- In cases where a Card Payment Method is selected by the Member as the mode of payment:
- (a) The Member consents to the collection and storage of data relating to the Member's Card Payment Method by the third-party service provider facilitating payment collections on behalf of JustCo.
 - (b) The Member authorises JustCo to charge the Member's Card Payment Method for all payments payable under this Agreement.
 - (c) It is the Member's obligation to ensure that the Card Payment Method remains valid and/or is sufficiently funded during the Service Term.
 - (d) The Member warrants and represents to JustCo that the Member is the beneficial account holder and/or is expressly authorised by such beneficial account holder to provide, furnish and use such credit or debit card details under the Card Payment Method for the purposes of payment of all fees stipulated under this Agreement.

7. Fees and Payment

- (a) (**Membership Fee**) The Membership Fee payable for the entire Service Term in the form of the Upfront Payment shall be paid as follows:
- (i) where the Member subscribes through the Subscription Portal, the Upfront Payment shall be paid at the time of subscription, and JustCo shall charge the Member's selected Card Payment Method accordingly; and
 - (ii) where the Member subscribes by executing this Agreement, the Upfront Payment shall be invoiced upon execution of this Agreement, and shall be due and payable within seven (7) days from the invoice date.
- (b) (**Failed Payment**) If any charge to the Card Payment Method fails and/or JustCo does not receive payment of invoiced amounts by its specified due date and remains unpaid beyond five (5) working days after JustCo has provided notice of such non-payment (a "**Failed Payment**"), JustCo may at its discretion:
- (i) immediately suspend any or all of the Services;
 - (ii) terminate this Agreement pursuant to clause 10;
 - (iii) charge a late payment fee of MYR250 (or such other amount as may be updated from time to time as published in the Fee Schedule) and also interest at the Interest Rate on such outstanding amount from the day immediately following the specified due date to the date such amount is finally paid in full;
 - (iv) treat all incurred amounts as being immediately due and payable; and/or
 - (v) take action to recover all outstanding amounts owing to JustCo and any JustCo Group Company, and all costs and expenses incurred in recovering such amounts (including all legal costs and disbursements on the basis of a full indemnity).

JustCo may, but is not obliged to, make further attempt(s) at charging the Card Payment Method in the event of a Failed Payment prior to exercising its rights under this Agreement.

- (d) (**Administrative Fees**) Where applicable, the Member is responsible for and JustCo shall charge the Card Payment Method any bank administrative fees, bank charges, transaction fees, credit card fees and foreign exchange charges incurred in relation to this Agreement. For clarity, payment for any amounts under this Agreement using the Card Payment Method shall be subject to an administrative charge of 5% or such other rate as may be updated from time to time by JustCo in its sole discretion.
- (e) (**Taxes**) All amounts specified in this Agreement are exclusive of goods and services taxes, or any other similar taxes. In addition to being responsible for all amounts payable under this Agreement, the Member shall also be responsible for such taxes where applicable on all such amounts and, if requested by JustCo, provide to JustCo evidence of such payment.
- (f) (**Currency**) All amounts specified in this Agreement are stated in Malaysian Ringgit (MYR) unless specified otherwise.

8. Compliance with laws

- (a) Each party must comply with all applicable laws where the Premises are located, including the relevant data privacy laws of each party in which Personal Data is received, collected, held, used or disclosed by that party in connection with this Agreement.
- (b) The Member represents and warrants that, at the date of this Agreement and throughout the Service Term, neither the Member nor any of its owners, shareholders, directors, officers or authorised representatives is a Prohibited Person, nor is involved in, or subject to, any Compliance Proceedings. The Member must immediately notify JustCo in writing if it becomes aware of any circumstances indicating that it or its Personnel may be or become a Prohibited Person. JustCo may, acting reasonably, suspend the Member's access to the Premises or terminate this Agreement with immediate effect if the Member is in breach of this clause.

9. Confidentiality

- (a) Each party shall keep the terms of this Agreement confidential and shall not disclose any terms to any third party without the prior written consent of the other party, provided that (i) JustCo shall have the right to identify the Member as a member of the Premises, and

(ii) each party may disclose such terms to its professional advisors and/or Group Company. (b) The confidentiality obligations in this clause do not apply to information that (i) is or becomes legally in the public domain without a breach of such confidential obligations; or (ii) is required to be disclosed by law.

10. Termination

JustCo may immediately terminate this Agreement by written notice:

- (a) in the event of a Failed Payment;
- (b) if the Member has breached any other provisions of this Agreement and/or the House Rules; or
- (c) if insolvency, bankruptcy or judicial management (or other similar process) proceedings are threatened against the Member or if the Member becomes unable to pay its debts as they fall due.

11. Effect of termination or expiry

Upon the termination or expiry of this Agreement:

- (a) the Member's right to use the Services shall immediately cease;
- (b) the Member shall pay to JustCo all other unpaid amounts payable under this Agreement and where a Card Payment Method is selected as the mode of payment, JustCo shall charge all such amounts to the Card Payment Method; and
- (c) any mail, package, or other items addressed to the Member, will be deemed to have been abandoned and JustCo may dispose of such items in any manner at its sole discretion. JustCo is not liable for any disposal of such items under this clause and the Member shall be responsible for, and JustCo may charge the Card Payment Method, any fees reasonably incurred by JustCo in disposing of such items.

12. JustCo's Liability

- (a) JustCo and/or the relevant JustCo Group Company provides the Services on an "as is" basis and to the maximum extent permitted by law, excludes any representation, warranty, condition, guarantee or undertaking that may be implied by law or statute into this Agreement.
- (b) To the maximum extent permitted by law, other than any wilful misconduct, gross negligence or fraud by JustCo, JustCo is not responsible for and the Member waives and releases JustCo from any Claims in connection with any interruption, disruption or cessation in the Member's use of the Services.
- (c) Neither JustCo nor any JustCo Group Company shall be liable to the Member for any special, indirect or consequential damages, including without limitation any loss of profits or losses related to business interruption.
- (d) JustCo shall not be responsible for any mail, package or any other delivery addressed for delivery to the Premises.
- (e) JustCo shall not be liable for any delay or failure to perform any obligations under this Agreement resulting from circumstances beyond JustCo's reasonable control, including (i) power outages, fire or other casualty, natural disaster, act of God, epidemic, pandemic, strike or labour dispute, war or civil unrest, terrorism, or any law, order or requirement of any governmental authority, (ii) delays or changes in construction of the Premises, and (iii) delay or failure caused by conditions under the control of JustCo's landlord of the Premises.
- (f) The Member agrees that it shall not commence any action or proceeding for any cause of action in connection with this Agreement unless such action or proceeding is commenced within three (3) years of the occurrence of the alleged cause of action.

13. The Member's Liability

- (a) The Member shall be liable for, and hereby indemnifies and holds harmless JustCo, each JustCo Group Company and their respective Personnel from and against, any and all Claims by third parties in connection with any breach by the Member of this Agreement and the Member's use of the Services (except to the extent any such Claim arises due to JustCo's wilful misconduct, gross negligence or fraud).
- (b) Neither the Member nor any Member Group Company shall be liable to JustCo for any special, indirect or consequential damages, including without limitation any loss of profits or losses related to business interruption.

14. General

- (a) (**Entire Agreement**) This Agreement together with the House Rules constitute the entire agreement between JustCo and the Member with respect to the subject matter of this Agreement. The Member acknowledges it has not relied on any representations or warranties outside of this Agreement in entering into this Agreement.
- (b) (**Severability**) If any part of the provisions of this Agreement is illegal or unenforceable, it will be severed from these provisions and the remaining provisions will continue in full force and effect.
- (c) (**Relationship**) The relationship between the parties is one of independent contractors. Nothing in this Agreement creates or implies any partnership, joint venture, fiduciary, agency or employment relationship between the parties. Each party is engaged in the operation of its own respective business, and neither party shall have any right, power or authority to create any obligation, expressed or implied, on behalf of the other party. The Member agrees that it is entering into this Agreement for the purposes of its trade, business and/or profession, and not as a consumer.
- (d) (**Jurisdiction**) This Agreement is governed by the laws of Malaysia. Any dispute in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be submitted to the Courts of Malaysia.
- (e) (**Assignment**) The Member shall not assign or novate any of its rights or obligations under this Agreement without prior written consent from JustCo. JustCo may assign its rights or novate this Agreement to any JustCo Group Company upon written notice.
- (f) (**Communication**) Any invoice, notice, demand or other communication to be served on a party must be in writing. Unless otherwise provided, notices shall be sent by email using the Contact Details, and will be deemed to have been received on the date and time the email was sent (as evidenced in the sender's email sent history).
- (g) (**Waiver**) Mere delay by a party in exercising any right does not constitute a waiver of that right, nor will any waiver (either wholly or in part) by a party of any particular right operate as a subsequent waiver of the same or any other right of that party. JustCo's rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

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