

Standard Terms and Conditions

1. This Agreement

Nature of this Agreement: This Agreement is effective as at the Agreement Date provided that the Provider has no obligation to provide the Client with the Services defined in Clause 5 of this Agreement, until the later of a) the date on which payment of the Deposit and first month's Service Fee have been made or b) the Commencement Date. The exclusive right, interests and possession of the Premises remains with the Provider. The Client acknowledges, agrees and accepts that this Agreement constitutes a licence only to the Client for the Permitted Use at the Workspace and creates no tenancy interest, legal or beneficial interest, leasehold estate (including sub-lease) or other real property interest in the Client's favor. The Provider grants to the Client a right to access and share the use of the Premises in accordance with the terms and conditions of this Agreement.

2. Definitions

Additional Amenities and Services mean the additional amenities and services set out under Appendix 2 that may be provided by the Provider to the Client at the Client's option;

Admin User means a person who is authorized by the Client to manage various administrative tasks on behalf of the Client including but not limited to managing move-in and move-out procedures and providing or amending the list of Authorized Users.

Affiliate means a "related corporation" or "subsidiary" as defined in the Companies Act 1967 as amended from time to time.

Authorized User means a person who is authorized by the Client to have access to and use of the Workspace, Premises and/or Services under this Agreement.

Building means the building located at the Building Address, including any real or personal property, easements and/or appurtenances located on or within such space.

Committed Term means the period from Commencement Date to End Date.

Contract Period means the Committed Term and all subsequent Renewal Terms.

Premises means the space located at the Property Address, including the Workspace, the Common Lab Area, the Common Non-Lab Area and all real and personal property located on or within such space.

Property Address means 79 Science Park Drive, #04-01/02 and #04-05/08 CINTech IV, Singapore Science Park I Singapore 118264.

House Rules mean the written rules, guidelines and policies issued to the Client by the Provider related to the Workspace, Premises and/or the Building from time to time. The initial rules and protocols for the use of the Premises (including the Workspace) are set out in Appendix 3.

Property means the Building and Premises collectively and all real and personal property located on or within such space.

Provider means ClavystBio Pte. Ltd. and includes where the context permits any persons authorized by the Provider to carry out its obligations under this Agreement.

Total Charges of Use mean the aggregate of (a) the Service Fee, (b) the charges in respect of the Additional Amenities and Services as used by the Client, and (c) the utilities and other charges as notified by the Provider to the Client in accordance with Clause 3.3.

User means any or all of the Client, its owners, directors, employees, affiliates, co-workers and/or anyone directly or indirectly authorized, invited and/or accompanied by any of them to enter and/or use the Premises and/or the Workspace.

3. Payment

3.1 Service Fee: The Client shall pay to the Provider the Service Fee as set out below:

- a) The first calendar month's Service Fee is due and payable upon entering into this Agreement. If the Commencement Date does not fall on the first day of a calendar month, the first calendar month's Service Fee shall be pro-rated accordingly.
- b) Payment for each calendar month's Service Fee subsequent to the first calendar month's Service Fee shall be payable in advance on or before the last day of the immediately preceding calendar month.

Charges in respect of Additional Amenities and Services: The charges in respect of Additional Amenities and Services shall be determined at the sole discretion of the Provider. The Client shall be notified of the charges for use of Additional Amenities and Services upon completion of use for a calendar month. Payment for use of the Additional Amenities and Services shall be due on or before the last day of the calendar month that the invoice is received.

Charges in respect of utilities and other charges: The charges in respect of utilities and other charges shall be determined in accordance with Clause 3.3. The Client shall be notified of the charges for utilities and other charges in arrears for each calendar month. Payment for use of the utilities and other charges shall be due on or before the last day of the calendar month that the invoice is received.

3.2 [Not in use]

3.3 [To refer to Special Terms and Conditions]

3.4 Taxes and duties: The Client shall pay promptly a) goods and services tax and any other taxes which it is required to pay to any governmental authority; and b) any taxes paid by the Provider to any governmental authority that are attributable to the Workspace, including, without limitation, gross receipts, rent and occupancy taxes, property taxes, stamp tax/duty or other documentary taxes and fees. Without prejudice to the provisions of this Agreement, the Provider reserves the right to increase the Service Fee in the event that any taxes become payable on the Service Fee or there is any increase in any existing taxes. The Provider will serve the Client seven (7) days prior written notice of such increase stating (a) the amount of the increased Service Fee and (b) the date upon which the increased Service Fee becomes effective.

3.5 Deposit: The Client shall pay the Deposit upon entering into this Agreement.

- a) The Deposit will be held by the Provider without interest as security to secure the performance of Client's obligations under this Agreement. The Provider may apply the Deposit or any portion thereof, towards payment of any fees and/or charges outstanding, and/or towards such amount of loss or damage or other costs and expense incurred by the Provider in connection with the Client's breach of any obligations under this Agreement, but without prejudice to the Provider's right to claim any further outstanding amount from the Client. Upon the Provider's application of the Deposit or any portion thereof, the Client shall on demand pay to the Provider such amount as is necessary to maintain the Deposit at the required amount.

- b) The Client shall pay an increase in the Deposit if the Service Fee increases and the Provider gives a written notice at any time to the Client to proportionately increase the Deposit. The written notice shall state the increased amount of the Deposit and the day by which the increase shall be paid.
- c) The Provider may at its sole discretion require the Client to increase the Deposit and if outstanding fees exceed the Deposit held by the Provider or if the Client fails to make payment to the Provider when payment is due. In such case, the Client to pay such increased Deposit.
- d) The Deposit or any balance thereof (after deductions made by the Provider in accordance with this Agreement) held by the Provider, will be returned to the Client within thirty (30) days of discharge of all the Client's obligations under this Agreement to the satisfaction of the Provider, including without limitation the reinstatement of the Workspace in accordance with Clause 4.4 herein.

3.6 Payment Method: The Client shall pay for invoices by debit/credit card (subject to the Provider's prevailing administrative charges), local cheque, bank transfer or cash. All payments shall be net of any fees and such payment shall be deemed received by the Provider when the payment is received in the Provider's bank account.

3.7 Late payment: If the Client does not pay fees and charges (including utilities charges) when they become due, a late payment fee of 12% per annum (or if such rate is prohibited under applicable laws, the maximum rate that is permitted under applicable laws) shall be charged on all overdue payments, calculated on a daily basis. The Provider reserves the right to withhold Services including without limitation, denying the Client access to the Premises or Workspace while there are outstanding payments .

3.7 Declined Payments: The Client will pay the administrative fees for any returned cheque or any other declined payments.

3.8 No Refunds: Except as provided herein, there shall be no refunds of any fees or other amounts paid by the Client in connection with this Agreement.

3.9 No reduction: There shall be no reduction in or waiver of the Service Fee for any period of absence by the Client or if the Client is unable to use the Workspace and/or the Premises for any reason whatsoever, including but not limited to government directives or lockdowns, positive COVID-19 or other infectious diseases cases at the Premises (in which the Workspace is situated).

3.10 Monthly meeting service credits: Each month during the Contract Period, the Client will receive a specific number of credits as stated at the beginning of this Agreement. The Client can use the credits for meeting services and other products and services that the Provider may offer from time to time. Unused credits cannot be carried over to the next month. If the Client has utilised all of its credits for the month, it can continue to use meeting services, or other products and services by either paying additional fees for the use of such services or products, or by topping up its credits (subject to conditions as may be imposed by the Provider from time to time). Additional fees will also be payable if the Client wishes to use any of the products and services that are not contemplated in this Agreement. The Client will be notified when such payment must be made.

4. Renewal and Termination

4.1 Automatic Renewal: This Agreement will automatically renew for successive terms equivalent to the Auto-Renew Period (each a "Renewal Term"). The Service Fee on any renewal shall be at the then prevailing market rate as determined by the Provider. The Client may cancel the automatic renewal with effect from the end of the Contract Period, by giving the Provider written notice no later than by the Renewal Deadline. The Provider

retains the sole right to amend this Agreement as it sees fit and the revised terms will apply to the Client on renewal of this Agreement.

4.2 Client Default:

- a) In the event that the Provider determines in its reasonable discretion, that any of the following events has occurred: i) the Client is insolvent, bankrupt, in liquidation or is unable to pay its debts as they fall due; ii) the Client or any User has breached any of the provisions contained in this Agreement; iii) the Client or any User creates or condones to be created any nuisance in any area of the Premises, the Workspace or Building; or iv) the Client or any of the Client's User's conduct (or that of any person with permission or at the invitation of the Client or any of the Client's Users), within the Premises, the Workspace, the Building and/or otherwise, is illegal, fraudulent, defamatory or incompatible with ordinary office use, then without prejudice to any other rights or remedies available to the Provider, at law or in equity, the Provider reserves the right to withhold the Services including without limitation, denying the Client access to the Premises and/or the Workspace, and the Provider may at any time (but shall in no event be obliged to) terminate this Agreement by written notice to the Client if such event is not rectified by the Client to the satisfaction of the Provider, within [14] days of the said written notice issued by the Provider to the Client. Such termination shall be without prejudice to any rights that the Provider may have under the Agreement or at law.
- b) Upon the termination of the Agreement in accordance with this clause 4.2, the Client shall pay to the Provider such amounts necessary to compensate the Provider for all costs (including legal costs on a full indemnity basis), expenses, losses and damages suffered by the Provider arising from such default by the Client and/or as a result of such termination and/or any reinstatement works of the Premises carried out by the Provider, including but not limited to:-
 - (i) loss of Total Charges of Use and all other sums or monies payable by the Client had the Contract Period been completed; and
 - (ii) all other expenses and costs reasonably incurred by the Provider arising from and/or consequential upon such termination, including all costs and expenses to secure another client for the Workspace,

and the Provider may forfeit and retain for the Provider's benefit the Deposit and all other monies paid hereunder and the Provider shall be at liberty to re-take the Client's access and use rights of the Workspace and/or to grant access, use and/or possession rights to any other party without further reference to the Client.

4.3 Redevelopment, etc: Notwithstanding any other provision in this Agreement, the Provider may at any time, without liability to the Client, and without prejudice to the Provider's rights against the Client for any antecedent breaches, terminate this Agreement by serving no less than three (3) -months' notice on the Client in the event that:

- (A) the Workspace, Premises and/or the Building is to be demolished for redevelopment;
- (B) the Workspace, Premises and/or the Building, or any part thereof, is to be renovated, retrofitted, refurbished and/or altered and the Provider at its sole discretion determines that it requires possession of the Workspace and/or the Premises for the purpose of or in connection with the renovation, retrofitting, refurbishment and/or alteration; and/or
- (C) the Workspace, Premises and/or the Building is to be sold and the purchaser requires vacant possession of the Workspace, Premises and/or the Building.

Upon expiry of the three (3)-month notice period, this Agreement shall cease and determine and the Client shall forthwith yield up and deliver vacant possession of the Workspace to the Provider in accordance with clause 4.4, unless otherwise agreed to and accepted by the Provider in writing. The Provider shall refund the Deposit to the Client (less deductions made by the Provider in accordance with this Agreement), and thereafter, the Client shall have no claim whatsoever against the Provider for damages, compensation, expenses and/or costs which the Client may suffer or incur as a result thereof.

If the Client fails to pay all outstanding amounts due under this Agreement, the Provider shall reserve the right to deem that the Client has not vacated the Premises (including the Workspace) and the Provider shall be entitled to continue to charge the Client for the Services on a day to day basis at a Service Fee equal to the rate under this Agreement until the Client has fulfilled all its obligations under this Clause 4 and has paid all outstanding amounts to the Provider.

4.4 Vacate and Make Good: Upon expiration or sooner termination of this Agreement, the Client shall vacate the Premises and Workspace immediately, return all locks, keys, access cards, furniture and fittings in good clean repair and condition, and make good any damage and defacements caused or occasioned by the Client and/or the Client's Users, and restore the Workspace back to the same condition at the time of move in, fair wear and tear excepted ("Original Condition"). The aforesaid obligations of the Client shall be carried out at the Client's sole cost and expense.

4.5 Failure to Vacate and Make Good: If the Client fails to comply with the provisions in Clause 4.4 to the satisfaction of the Provider after expiry of the Contract Period, the Provider may dispose of any property left by the Client at the Premises and Workspace in any way the Provider deems fit and the Client shall pay to the Provider immediately on demand: a) all costs incurred by the Provider for making good and restoring the Premises and the Workspace back to the Original Condition; b) a sum equivalent to double the daily pro-rated Service Fee multiplied by the number of days taken by the Provider to complete such make good and/or restoration works, provided that such period shall not exceed thirty (30) days; c) all costs incurred by the Provider to dispose of the Client's property at the Premises, but (for the avoidance of doubt) without owing the Client any responsibility to carry out such disposal or pay to the Client any proceeds of sale; and d) any loss, claim or liability that the Provider may incur as a result of Client's failure to vacate and make good on time.

4.6 The Provider shall be entitled to charge the Client for any costs incurred by the Provider relating to or in connection with the handling of Client's matters including but not limited to attending to mails, faxes and calls for the 12-month period after this Agreement has expired or terminated. This clause shall survive the expiry or termination of this Agreement.

5. Services

5.1 The Provider will provide the Workspace at the area demarcated in orange in the plan as set out in Appendix 1. If there should be any case where the Workspace needs to be redesignated, the Provider will inform the Client in advance and such redesignation is subject to the Client's approval, which shall not be unreasonably withheld or delayed. In the Workspace, the User will be able to enjoy general receptionist and office support during working hours from Mondays to Fridays (9:00am to 6:00pm), excluding weekends and public holidays. Any request for after-office hour services must be notified in advance and shall be subject to additional charges.

5.2 Subject to this Agreement, the House Rules and any policies the Provider makes available to the Client from time to time, the Provider will, except where it is unable to due to circumstances which are beyond its control, use commercially reasonable efforts to

provide the Client with the services described below, which shall be referred to in this Agreement as the "Services".

- a) access to and use of the Workspace;
- b) regular cleaning of the Workspace;
- c) access to and use of the reception desk, pantry, lounge area, meeting rooms, internet connection, electricity, water and air-conditioning during operating hours;
- d) such Additional Amenities and Services as required by the Client; and
- e) any other services that the Provider may deem appropriate.

5.3 Entry into the Workspace: In connection with the provision of the Services, for inspection, delivery, maintenance, safety or emergency purposes, the Provider shall have the right to enter the Workspace at any time. In addition, the Provider will be entitled to enter the Workspace, with reasonable notice, in connection with finding a new client for the Workspace if the Client has given notice not to renew this Agreement or if this Agreement is terminated for any reason.

5.4 Availability at Commencement Date: If for any reason the Workspace is not available for Client's employees to move in by the Commencement Date, the Provider will not charge the Client the Service Fee for the Workspace until it becomes available.

5.5 Occupation at Client's risk:

- (a) The Client occupies the Workspace at the Client's own risk. Subject to applicable laws and regulations, the Provider shall not be responsible for any injury or illness which the Client, any Users and/or any invitee/s of the Client may suffer or sustain or any loss of or damage caused to the property of the Client, any Users and/or any invitee(s) of the Client, of any nature whatsoever.
- (b) To the fullest extent permitted by law and regulation, the Client releases the Provider from and indemnifies the Provider against all claims, injury, loss or damage of any nature that the Client, any Users and/or any invitee(s) of the Client may suffer or sustain:
 - (i) whilst in or in the vicinity of the Workspace;
 - (ii) arising from or in connection with the Client's occupancy of the Workspace or access to or the use of any part of the Workspace;
 - (iii) arising from or in connection with any act or omission of any other user of the Workspace or any other person who is lawfully or unlawfully at the Workspace at any time; or
 - (iv) whilst observing or participating in any activity in the Workspace or at any place outside the Workspace including any such activity which is organised, sponsored, promoted, recommended or endorsed by the Provider, or by any organisation or group which is in any way associated with the Workspace, unless such injury, loss or damage is the result of the gross negligence of the Provider.
- (c) Whilst the Provider will provide and use commercially reasonable efforts to maintain locks or other security devices necessary to keep the Workspace and the contents of the Workspace reasonably secure, the Client is responsible for the security of the Workspace and the contents of the Workspace including the property of any occupant.
- (d) The Workspace provides emergency electricity back up supply for the laboratory equipment only. Notwithstanding the foregoing, the Provider is not liable for any loss or damage caused by any electrical or other failure, including without limitation equipment failure.

- (e) For the avoidance of doubt, other than as provided in Clause 5.5(d) above and for the server room, no emergency electricity back up supply is provided to any part of the Premises.
- (f) The Workspace is not equipped with overhead fire sprinklers. The Provider is not liable for any loss or damage caused by a fire.

6. Client Use and Indemnity

6.1 Use: The Client shall use the Workspace for the Permitted Use and no other purposes. Use of a retail or medical nature, or use involving frequent visits by members of the public, is not permitted. The Client shall not do anything that may interfere with the use of the Premises by the Provider or by others (including but not limited to political campaigning or immoral activity), cause any nuisance or annoyance, increase the insurance premium the Provider has to pay, or cause loss or damage to the Provider (including but not limited to damage to reputation) or to the Landlord (as defined below) in relation to any interest in the Building.

6.2 The Client acknowledges that the Provider is the tenant of the Premises in which the Workspace is located under a lease dated 1 Jun 2022 ("Lease") between HSBC Institutional Trust Services (Singapore) Limited, as trustee of Ascendas Real Estate Investment Trust (the "Landlord") and the Provider. The Client shall not, and shall procure its Users not to, cause or do or suffer to be done any act or thing which may as between the Provider and the Landlord constitute or cause a breach by the Provider of any term, covenant, condition or stipulation on the part of the Provider to be observed or performed under the said Lease. The Client shall indemnify and keep the Provider fully indemnified from and against all claims, including third party claims, liabilities, damages, loss and expenses including reasonable solicitor's fees which the Provider may suffer or incur as a result of any breach by the Client and/or its Users of this clause.

6.3 Additional Obligations: The Client shall, and shall procure its Users to comply with the following additional obligations:

- (a) to use the Workspace and common areas only or mainly as a place of work and for the Permitted Use;
- (b) not to use the Workspace or common areas for any illegal purpose or in breach of any applicable laws or regulations;
- (c) not to interfere with, and to ensure the invitee of the Client and/or User does not interfere with, the reasonable peace, comfort or privacy of another user or another user's appropriate use of the other user's space or any common areas at the Premises;
- (d) to pay the Service Fee, increase in Service Fee (if any), Deposit or increase in Deposit (if any) and charges in respect of the Additional Amenities and Services when they fall due without demand, deduction or set-off;
- (e) not to intentionally, recklessly or negligently damage or destroy, or allow the invitee of the Client and/or User to intentionally, recklessly, or negligently damage or destroy, any part of the Workspace or common areas or a facility in the Workspace or common areas;
- (f) to keep the Workspace and inclusions clean, having regard to their condition at the start of this Agreement;
- (g) to maintain the Workspace in a condition that does not give rise to a fire or health hazard and not to act in a way that gives rise to a fire or health hazard in common areas;

- (h) not to bring onto the Premises (including the Workspace) any toxic, biohazardous, hazardous chemicals or other harmful agents or materials which may cause harm to humans unless such chemical, agent or materials are within the scope of the Client's safety plan, the Client notifies the Facilities / Safety Manager in writing as and when it is intended to possess or use hazardous materials/ chemicals, and the Client provides the respective Safety Data Sheet/s (SDS) to the Facilities / Safety Manager;
- (i) save for the (i) PUB approval for discharge of trade effluent, (ii) NEA license for hazardous substances and (iii) SCDF license for petroleum and flammable materials in relation to and/or in connection with its business and the use of the Workspace which the Provider has already obtained, obtain all necessary permits and licenses in respect of storage of its own properties;
- (j) to keep a record of all SDS for all materials and chemicals in possession or use;
- (k) to adhere to the safety guidelines and policies onboarding process and safety induction course provided by and as may be notified by the Provider from time to time;
- (l) to notify the Facilities/ Safety Manager immediately of any accidents or near-accidents;
- (m) ensure untrained personnel are not allowed to operate shared equipment and ensure untrained personnel compulsorily obtain the appropriate training before use of the equipment;
- (n) ensure shared equipment is at all times well maintained, operated only by trained personnel, and kept clean and organized. Any equipment fault must be reported to the Facility Manager immediately;
- (o) maintain Client's own safety protocols and risk assessments; and
- (p) be familiar with the firefighting measures applicable to the Premises.

6.4 Non-Compete: The Client shall not carry on a business that competes with the Services that the Provider is providing under this Agreement, and shall not entice, convince, or otherwise cause an existing customer of the Provider to vacate the Premises.

6.5 The Client must not alter any part of the Premises and/or Workspace and must take good care of the Workspace, all parts of the Premises, the equipment, fixtures, fittings and furnishings of the Workspace and/or the Premises which the Client uses. The Client is liable for any damage caused by Client and/or its Users. In the event that the Client requires any alteration to its Workspace, it shall discuss the same with the Provider who may, at its sole discretion, undertake such alteration at the cost and expense of the Client.

6.6 The Client must not install any air-conditioning equipment, cabling, IT or telecom connections without the Provider's prior written consent.

6.7 Comply with laws: The Client shall comply with all relevant laws and regulations in the conduct of its business and/or its use of the Workspace and/or the Premises during the Contract Period, including laws and regulations relating to COVID-19.

6.8 Comply with House Rules: The Client must comply with, and shall procure the Users comply with, the House Rules.

6.9 Use of the Address of the Premises: Provided that the Provider so agrees, dedicated desk and private office Clients may use the Address of the Premises as their business address during the Contract Period only. Use of the Address of the Premises for any other purposes (including the use of Address of the Premises as their registered/legal address) is prohibited without the Provider's prior written consent. Upon expiration or sooner

termination of the Agreement, the Client shall immediately change its business address and shall not use the Address of the Premises for any purpose whatsoever. If the Provider has consented to the Client's use of the Address of the Premises as its registered/legal address, the Client shall indemnify and hold the Provider harmless against all liabilities, costs and expenses that the Client may suffer as a result of the Client using the Address of the Premises as its registered/legal address and undertaking the de-registration or modification procedures in respect of the use of the Address of the Premises as the Client's legal or registered address with the relevant governmental or other authorities when the term of the Agreement ends by expiry or earlier termination.

6.10 From time to time during the Contract Period, the Provider may at its sole discretion require the Client, for the efficient running of the Premises, to move to another workspace of at least equivalent size and quality as the Workspace which may be within the Premises or at another premises run by the Provider and/or its coworking service operator or the Provider and/or its coworking service operator's Affiliate, that is reasonably close to the Premises, by giving prior written notice of the same to the Client. The Provider shall provide the Client with at least three (3) months' notice for this purpose.

6.11 Indemnification: The Client shall indemnify and hold harmless the Provider Parties from and against all claims, including third party claims, liabilities, damages, loss, costs and expenses including reasonable solicitor's fees, resulting from the Client's and/or its Users' use of the Premises and/or the Workspace, and from any acts, omissions, or breach of this Agreement by the Client and/or its Users. The Client shall at its own cost and expense take out and maintain any requisite insurance policy adequate to insure the Client's own belongings and effects, to cover any third party liability and/or liability to the Client's employee(s) throughout the term of this Agreement. The Client shall provide the Provider with a copy of such aforesaid insurance policies and the receipts for the premiums therefor or any other documentary evidence proving the validity of the requisite insurance policies upon request by the Provider.

6.12 Limitation of Liability. To the extent permitted by law, and except with respect to any accrued payments arising from the performance of the Services, the aggregate monetary liability of the Client to the Provider, employees, agents or invitees for any reason and for all causes of action, will not exceed three times (3x) the total Service Fee payable by Client to Provider during the Committed Term under this Agreement. None of the Client, its employees, agents or invitees (the "Client Parties") will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits, damage to data, loss of anticipated savings or business interruption.

7. Provider's Liability and Client Insurance

7.1 Waiver of Claims: Notwithstanding anything contained herein, to the extent permitted by law, the Provider shall not be liable to the Client for, and the Client, on its own behalf and on behalf of its Users, waives any and all claims and rights against the Provider, its Affiliates, and successors and each of its employees, assignees, officers, agents and directors (collectively, the "Provider Parties"), resulting from:

- (a) any:
 - (i) failure or inability of or delay by the Provider in fulfilling any of its obligations under this Agreement; or
 - (ii) any interruption in any of the Services,that is:
 - (1) due to any circumstances beyond the Provider's control and which are unforeseen, or if foreseen, are unavoidable (including but not limited to fire, flood, act of God, escape of water or other discharge, riot, civil

commotion, curfew, emergency, terrorism, war, insurgency, infectious diseases, pandemic, epidemic, labour disputes or shortage of or embargoes on manpower, fuel, materials, electricity or water); or

- (2) due to necessary repair or maintenance, defect/s, breakdown, malfunction, damage or destruction of any installations or equipment of a mechanical, electrical, electronic or software nature at the Workspace and/or the Premises;
- (b) any act, omission, default, misconduct or negligence of any independent contractor, employee, servant or agent of the Provider in or about the performance or purported performance of any duty relating to the provision of any services to the Workspace and/or the Premises;
- (c) any act, omission, negligence of any contractor nominated or approved by the Provider under this Agreement – in this connection, such contractors shall be deemed appointed by the Client and shall not be treated as an employee or agent of the Provider;
- (d) any damage, injury or loss of life or property resulting from short circuit of electrical wiring, explosion, falling plaster, escape of water, or leakage or defect of the conduit media, wiring or sprinkler system in any part of the Workspace, Premises and/or the Building, or from the structure of any part of the Workspace, Premises and/or the Building, caused by circumstances beyond the Provider's control;
- (e) any damage, injury or loss caused by other clients or persons in the Workspace and/or the Premises and/or any part thereof;
- (f) any diminution or obstruction of light, air or view by any building or structures that may be erected within or adjacent to any part of the Building;
- (g) any damage, injury or loss of life or property due to any accident or circumstances howsoever occurring at the Workspace, the Premises and/or the Building or any part thereof (including those in connection with the use of carparks serving the Building);
- (h) any failure or delay by the Provider in the taking or implementing of measures, or the insufficiency or inadequacy of any such measures taken by the Provider, to prevent any terrorist act or any outbreak, spread or transmission of any infectious disease in the Workspace, the Premises and/or Building; or
- (i) any circumstances beyond the Provider's control and which are unforeseen, or if foreseen, are unavoidable (including but not limited to fire, flood, act of God, escape of water or other discharge, riot, civil commotion, curfew, emergency, terrorism, war, insurgency, infectious diseases, pandemic, epidemic, labour disputes or shortage of or embargoes on manpower, fuel, materials, electricity or water).

Provided Always that nothing in this clause shall affect the Provider's obligation under this Agreement to repair any damage breakage or leakage caused to the Workspace or the Premises which is not required to be undertaken by the Client under this Agreement nor prejudice any of the Provider's rights to look to any party for damages, compensation or reimbursement of the costs of such repair.

7.2 Limitation of Liability: Notwithstanding anything contained herein, to the extent permitted by law, the aggregate monetary liability of the Provider to the Client or its Users, employees, agents or invitees for any reason and for all causes of action, will not exceed the total Service Fee paid by Client to Provider in the twelve (12) months prior to the claim arising. None of the Provider Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of

profits, third party claims, damage to data, loss of anticipated savings or business interruption. The Client acknowledges and agrees that it may not commence any action or proceeding against any of the Provider Parties, whether in contract, tort, or otherwise, unless the action, suit or proceeding is commenced within twelve (12) months of the occurrence of the cause of action.

7.3 It is the Client's responsibility to arrange insurance for its own property which it brings into the Workspace and/or the Premises and for its own liability to its employees and third parties. The Provider strongly recommends that the Client puts such insurance in place.

8. General

8.1 Notices: All notices must be in writing or by email. A notice shall be effective upon receipt and shall be deemed to have been received: (a) at the time of delivery, if delivered by hand, or by courier; (b) at the time of transmission, if delivered by fax; (c) 24 hours after the email was sent, provided that no notification was received by the sender that the email was undeliverable (a "**Failure Notification**") and if a Failure Notification was received, the sender shall re-send a copy of the notice by email and shall also send a copy of the notice by another method of service as set out in this clause 8.1.

8.2 Employees: While this Agreement is in force and for a period of one year after it has terminated or expired, the Client may not solicit or offer employment to staff employed by the Provider and/or its subsidiaries. In case of breach of this provision, Client shall pay to the Client a sum equal to six-months' salary of such employee concerned as compensation to the relevant Provider Party.

8.3 Confidentiality: The Client and Provider agree not to disclose the terms of this Agreement, which are confidential, without the other's prior written consent, except strictly on a need-to-know basis, to its employees, directors, shareholders, Affiliates, partners, landlord, consultants, or financing sources, or unless required by applicable law, regulations or directives of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process or order issued by any court or tribunal of competent jurisdiction. The Client shall also keep strictly confidential any information relating to the Client and/or the Client's business and shall not disclose such information without the prior written consent of the Provider.

8.4 Data Protection: The Provider may collect and process personal data from the Client in accordance with applicable local data protection legislation, and as strictly necessary to ensure compliance with applicable laws and regulations and to enable it to effectively provide the Services. The Client acknowledges, consents and accepts that such personal data may be transferred or made accessible to the Provider Parties and/or their subcontractors, wherever located, for the purposes of providing the Services, in each case in accordance with all applicable local data protection legislation.

8.5 Assignment by Provider: The Provider is entitled to transfer its rights and obligations (including the transfer of the Deposit) under this Agreement to any person at any time without the prior notice to the Client. The Client shall be deemed to have consented to such transfer and shall release the Provider from all its obligations under the provisions of this Agreement and in particular the obligation of the Provider to refund the Deposit and any other sums pursuant to the terms of this Agreement. Where required by the Provider, the Client shall enter into and execute any agreement entered into or to be entered into by the Provider and its assignee or transferee, such agreement to be prepared by and at the expense of the Provider.

8.6 Assignment by Client: This Agreement is personal to the Client and may not be assigned or transferred to anyone else and the Client shall not share or part with possession of the Workspace.

8.7 Entire Agreement: This Agreement and the Appendices hereto supersede any prior agreements and embodies the entire agreement between the Client and the Provider. The Client confirms that it has not relied upon any warranty or representation made by the Provider except those that are expressly set out in this Agreement.

8.8 Unenforceability and Severance: The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity of any other provision and only that particular provision or part so found to be invalid or unenforceable, and not the entire Agreement, will be inoperative. No waiver of any default of the Client shall be implied from any failure by the Provider to take action with respect to such default.

8.9 Governing Laws: This Agreement shall be interpreted and enforced in accordance with the laws of Singapore.

8.10 Anti-Corruption: The corporate group of which the Provider forms a part is committed to conducting its business in an ethical manner and expects all its employees and parties with which it has a contractual relationship to conduct themselves with high ethical standards and to comply with applicable laws for the suppression of corrupt practices ("Anti-Corruption Laws"). The Client represents and warrants that, to the best of its knowledge, neither it nor any person who (by reference to all relevant circumstances) performs services or acts for it or on its behalf in any capacity (including, without limitation, employees, agents, Affiliates and subcontractors) ("Representatives") has contravened, or procured or encouraged third parties (including, for the avoidance of doubt, the employees of or any person acting on the Provider's behalf) to contravene, any Anti-Corruption Laws in connection with this Agreement. The Client shall immediately notify the Provider if any person employed by the Client or acting on the Client's behalf or any of the Client's Representatives, has contravened or attempted to contravene any Anti-Corruption Laws in connection with this Agreement, and shall take adequate steps to protect the interests of the Provider. The Provider shall be entitled to terminate this Agreement forthwith if the Client or any of its Representatives has contravened or attempted to contravene any Anti-Corruptions Laws, whether in connection with this Agreement or otherwise. Such termination shall be without prejudice to the Provider's other rights and remedies whether under this Agreement or otherwise.

8.11 No Joint Venture: Nothing in this Agreement shall represent or constitute a joint venture, partnership or an intellectual property and/or knowledge sharing arrangement between the Client and the Provider.

8.12 Amendments. The Provider shall reserve the right to amend, vary or modify these terms and conditions at any time, without giving prior notice to you and such amendments shall be effective immediately upon inclusion/publication of such amendment on ClavystBio's website at <https://www.clavystbio.com/node-1>. Notwithstanding the foregoing, any increases or adjustments to the basis for calculating the charges will take effect only from the start of each renewal term by giving you at least 60 days written notice.

8.13 Publicity. The parties will obtain prior written permission from each other before using the name, symbols and/or marks of the other, or of their employees, in any form of publicity in connection with this Agreement; provided, however, that Provider may disclose that Client is a member of the Premises and following Client's review of the applicable marketing materials, Provider may include the name of Client in such marketing materials.

8.14 Nature of these terms and conditions. Notwithstanding anything in this Agreement to the contrary, this Agreement shall in no way be construed so as to grant the Client any title, easement, lien, possession, or related rights in the Premises. This Agreement creates no tenancy interest (including any security of tenure), leasehold estate, or other real property interest.

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Appendix 2: Additional Amenities and Services Charges

The amenities and services not included in this Agreement that may be provided for additional charges include the following but not limited to:

<u>AMENITIES AND SERVICES</u>	<u>CHARGES</u>
Usage of lounge area for events advance booking before use is required, subject to availability	On request
Usage of meeting rooms beyond assigned meeting hours per month	On request
Onsite IT / event logistics support	On request
Usage of shared printer	S\$[0.10] per page (black & white, A4) S\$[0.40] per page (colour, A4) S\$[0.20] per page (black & white, A3) S\$[0.80] per page (colour, A3)
Dedicated printer within Workspace	On request
Replacement / Additional Access Card	\$50 per card
Additional Furniture	On request

Appendix 3: Rules and Protocols for Use of Workspace

These are the User Protocols established by the Provider which may be changed, amended or altered, at the sole discretion of the Provider, from time to time upon notice by the Provider and enforced, at the sole discretion of the Provider. It is the responsibility of the Client to acquaint itself in compliance with the latest version of these User Protocols provided to the Client by the Provider. The Client shall procure its Users to abide by the User Protocols. Any breach of the User Protocols by the Client's User(s) shall be deemed as a breach of the Client under this Agreement.

Local Restraint

1. In the event that any obligation, undertaking or responsibility of the Provider under this Agreement, or any other matters being conditions precedent or material to the execution thereof by the Provider in accordance with this Agreement, is (or becomes) not applicable, enforceable or otherwise prohibited at the place of the Premises (including the Workspace) ("**Restricted Matters**"), beyond reasonable control of Provider and pursuant to any law, regulation, court decree, arbitral decision issued or administrative practice carried out by the competent public agencies with proper jurisdiction, general business practice adopted in such place (collectively, "**Applicable Laws**"), the Client hereby waives all its rights and claims against the Provider arising from or in connection with this Agreement in respect of the Restricted Matters. The Client further acknowledges and accepts any reasonable change, amendment and/or adjustment made by the Provider during performance of this Agreement in conformity with the Applicable Laws.

Use

1. The Client shall not leave open any corridor doors, exit doors or doors connecting corridors during or after normal operating hours for security purposes and if the Client did so, the Client shall be deemed to assume all the risks and liabilities for any loss or damage arising from or in connection with the Client's aforesaid behaviour. All corridors, halls, elevators and stairways shall not be obstructed by the Client or used for any purpose other than egress and ingress. The Client can only use common areas with the consent of the Provider and those areas must be kept neat and clean at all times.
2. The Client's name and address: Upon the Client's request and provided that the Provider so agrees, the Provider shall include the Client's company name in the house directory at the Premises at the Client's own cost, subject to the availability of the facilities and final approval by the Provider. The Client shall not use the name of the Provider in any way in connection with the Client's business. The Client shall not use the address of the Premises as its registered or legal address, unless otherwise with the prior consent of the Provider.
3. The Client's employees and invitees shall conduct themselves in a business-like manner. In this regard, proper business attire shall be worn at all times, the noise level shall be kept to a level so as not to interfere with or annoy other users of the Premises and the Client shall abide by the Provider's directives regarding security, keys, access cards, parking and other such matters common to all occupants.
4. Any business lounge or common area in the Premises is for temporary use and is not to be used for meetings, or as a long-term work-place. If the Client wishes to use it for meeting or work, charges will apply, or a meeting room can be booked.

5. *(for Workspace that comprises only office uses)* The Client shall not, without the prior written consent of the Provider, store or operate in its Workspace or the Premises, any computer (except a personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, radio, stereo equipment or other mechanical amplification equipment, vending or coin operated machine, refrigerator or coffee equipment. Additionally, the Client shall not conduct any mechanical operation, cooking, or use or allow to be used in the Workspace or elsewhere in the Premises, any oil burning fluids, gasoline, and kerosene for heating, warming or lighting substance. No article deemed hazardous on account of fire or any explosives, offensive gases, odour or liquids or firearms shall be permitted or brought into the Premises. The Premises is intended to be used solely for science office and/or laboratory purposes.
6. The mains electrical supply shall be used for ordinary lighting, powering personal computers and small appliances only unless written permission to do otherwise shall first have been obtained from the Provider at an agreed cost to the Client. If the Client requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at the Client's expense by the personnel designated by the Provider.
7. The Client shall bring no pets into the Premises.
8. Kitchen amenities allow the Client and its invitees to self-serve coffee, tea and water.
9. The Client shall not use the Premises for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes. The Client shall not occupy or permit any portion of the Premises to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form.
10. No additional locks, bolts or other security access device of any kind shall be placed upon any of the doors or windows of the Premises (including the Workspace) by the Client nor shall any changes be made to existing locks or the mechanisms thereof.
11. Canvassing, soliciting and peddling in the Premises are prohibited, and the Client shall not solicit other users in the Premises for any business or other purpose without the prior written approval of the Provider.
12. The Client and its employees, agents and invitees alone shall bear the risk of any loss or damage to the property belonging to any of the Client, and the Provider shall not be liable to any of the aforesaid persons for any of the foregoing loss or damage.
13. No smoking is permitted at any time in any area of the Premises.
14. The Client and its officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees are prohibited from participating in any type of harassing or abusive behaviour, verbal or physical, to the Provider's personnel, other users or invitees at the Premises for any reason.
15. All visitors must register at the reception of the Premises.

Additional Notes on the Use of Premises

1. The Client shall not leave its property unattended outside of the Workspace for more than an hour. The Provider reserves the right to remove property which has

been unattended for more than one hour and to charge removal and cleaning fees for that removal.

2. Neither the Client nor any of its employees, agents and invitees shall remove anyone else's unattended property. If a space or any desk area at the Workspace has been occupied by someone else's unattended property for more than an hour and the Client wish it removed, kindly contact Provider's team members.
3. The Client shall leave the Workspace or any desk area neat and clean, including removing all its property and disposing of all rubbish when the Client leaves. The Provider reserves the right to charge the Client for additional cleaning and disposal charges resulting from having to tidy and clean the Workspace or any desk area.
4. The Client shall not leave marks, whether permanent or temporary, on any desk areas. The Provider reserves the right to charge the Client for additional cleaning and disposal charges resulting from having to remove any marks.
5. The Workspace or any desk area will be cleared every night. The Client should not attempt to reserve any desk area by leaving its property there overnight. The Provider reserves the right to dispose of any property left in the desk area after 6pm and to charge the Client for additional disposal charges.
6. The Client shall not carry out loud conversations in the desk area as this may interfere with and disrupt other users at the Premises. Conversations that are long should be conducted in the common areas.
7. The Client acknowledges that it is its responsibility to ensure that its confidential information remains confidential, and the Provider will not bear any responsibility should the Client reveal its confidential information during such telephone conversations.
8. The Client is not permitted to act in a manner which may disrupt, interfere with or disrupt other users at the Premises without prior written approval from the Provider, including but not limited to playing music or introducing offensive smells.
9. The Client shall not carry out work or other activities that may disrupt, interfere with or disrupt other users at the Premises without prior written approval from the Provider. The Provider will discuss such activities with the Client should the Client wish to undertake at the time of arrangement, but the Provider reserves the right to withhold its approval. There may be an additional charge for such approvals.
10. The Client is responsible for its own property. The Provider will not bear liability for any loss resulting from its action or inaction, such as by leaving its property unattended.

Accommodation

1. Upon moving in: The Client shall immediately inform the Provider in writing if any accommodation, furniture, fixtures and/or equipment that it is permitted to use, as well as details of any keys or access cards issued to the Client are inoperable, not working properly, damaged, or otherwise not able to perform its function.
2. Furnished Space: The Client shall not affix anything to the windows, walls or any other part of the Workspace or the Premises or make alterations or additions to the same without the prior written consent of the Provider.
3. Taking care of our property: The Client shall take good care of all aspects of the Premises, its equipment, fittings and furnishings that it uses. The Client shall not alter any part of the aforesaid.

4. Keys and security: Any keys or access cards which the Provider allows the Client to use remain the property of the Provider at all times. The Client shall not allow any third party to use any keys or access cards without prior written consent from the Provider. Any loss must be reported to the Provider immediately and the Client shall pay a fee for replacement keys or cards. The Client shall also bear the cost of changing locks, if the Provider deemed it necessary to maintain security. This rule improves security levels of the Premises. If the Client was permitted to use the Premises beyond normal operating hours or working days it is the Client's responsibility to lock the doors to its Workspace and to the Premises when it leaves. This is to ensure the safety of individuals and property at the Premises.

Services and Obligations

1. Outside of the Workspace: Special arrangements for the use of the facilities (such as air-conditioning, kitchen amenities etc.) outside the Provider's normal operating hours may be provided, subject to prior agreement of the Provider. Additional charges for such special arrangements may be incurred.
2. The Client shall liaise with the Landlord with regard to the provision of any season car park lots, which shall be entirely subject to availability.
3. Any additional services are subject to, amongst other things, the availability of the Provider's staff at the time of request. The Provider will use its commercially reasonable efforts to deal with every request for additional services as soon as practicable and provide such additional services the Client requires, but under no circumstances shall the Provider be held responsible for any delay in responding to any request or provision of the additional services.
4. If in the Provider's opinion, the Provider decides that a request for any additional services is excessive, the Provider reserves the right to charge an additional fee at its usual published rates based on the time and energy taken to complete the additional services, subject to negotiation and agreement between the Client and the Provider at the time of request.
5. User Company Name Change: If the Client needs to change the name of the company signage or other information relating to the Provider's services to the Client, requests for any resulting changes must be made at the Client's cost in writing and addressed to the Provider. These requests will be processed within 60 calendar days after submission. Any prior invoices will be in the current company name and cannot be changed.

Scientific Services

1. Basis of Supply: The Client shall abide by the security and safety policies and containment procedures instituted at the premises from time to time and which the Provider shall make available to the Client. The Client shall provide the name and contact particulars of a representative who shall be contactable at all times (including on weekends and public holidays) and who shall have the authority to make decisions within the scope of this Agreement on behalf of the Client.
2. Supply of Deliverables: The Client shall at its own expense, supply the Provider with all necessary data, information and materials (the "Deliverables") for carrying out the services and in good time to enable the Provider to provide the services in accordance with the Agreement. If it is necessary, the Provider shall consult with the Client or its representative if any changes are required so that

the Services may be performed.

3. **Regulated Materials:** Save for the following which the Provider has already obtained i.e. (i) PUB approval for discharge of trade effluent, (ii) NEA license for hazardous substances and (iii) SCDF license for petroleum and flammable materials in relation to and/or in connection with its business and the use of the Workspace, it shall be the responsibility of the Client to obtain any licences and approvals that are necessary in relation to and/or in connection with its business and the use of the Workspace for its business and comply with all laws and regulation applicable to any related licences. The Provider reserves the right, where it deems fit, in relation to compliance issues and health, safety or contamination matters not to accept your materials, to refuse to fulfil any particular service request and to make changes to the Services and Deliverables. In such cases, the Provider will consult with and work with the Client on how the materials may be treated and agreement fulfilled or if alternative solutions may be pursued.
4. **Delivery:** The Provider shall use reasonable efforts to deliver the Deliverables and/or the Services on the delivery date as may be agreed between the Provider and the Client. The Provider will use commercially reasonable efforts to honour the delivery date, but no guarantee is given or implied that specific delivery dates will be met. If the Provider were unable to meet the delivery date stated in the purchase order accepted by the Provider, (except where due to late receipt of materials), the Provider shall notify the Client's representative where practicable at least three (3) days prior to the delivery date and the Provider and the Client shall together agree on a revised date. The Provider shall not be liable to the Client for late delivery or short delivery of the Deliverables or Services but shall use commercially reasonable efforts to effect complete supply on the agreed date.
5. **Acceptance of Deliverables:** After delivery of the Deliverables to the Client in accordance with the Agreement, the Client shall not be entitled to reject the Deliverables and Services or any part thereof on any grounds whatsoever, save for non-compliance with the specifications stated in this Agreement, which is notified in writing by the Client to the Provider within 2 (two) days of the delivery date. Unless the Provider receives any notice given by the Client within the time period stated therein, the Client shall be deemed to have accepted the Services and the Deliverables. Where the Client accepts or have been deemed to have accepted any Services or Deliverables, the Provider shall have no liability whatsoever to the Client in respect of those Services and Deliverables.
6. **Non-compliance under Paragraph 5:** The Provider shall have the right to investigate the Client's complaint, and if the Provider accepts the Client's complaint, the Provider may at its option either refund the Service Fee (or any part thereof) or replace the materials and such refund or replacement shall be the sole responsibility of the Provider.

IT & Technology Policy

1. This policy forms part of this Agreement under which the Client has contracted for the use of the Workspace and the use internet and telecommunication connectivity services and equipment at the Workspace.

2. The Provider is considered a DSP (*downstream service provider*), which means the Provider provides a personalised connection to the internet which is managed and protected via a firewall.
3. Service Description
 - A. Shared Internet
 - The shared service provides users at the Premises (“**Users of the Premises**”) with an Internet connection that will provide web surfing capability and the ability to download POP3 mail from their ISP.
 - The shared service is based on a symmetrical leased line connection that is shared with other individual Users of the Premises.
 - The shared service does not provide Users of the Premises with the ability to run VoIP based telephony services.
 - B. Internet and Telecommunications Policy
 - Content – The Client acknowledges that the Provider does not monitor the content of information transmitted through the Provider’s telecommunications lines or equipment, which includes, but is not limited to, Internet access, telephone, fax lines and data lines (“**Telecommunications Lines**”). The Client further acknowledges that the Provider is merely providing a conduit for the Client’s Internet transmissions, similar to a telephone company, and that the Provider accepts no liability for any act committed or any content or transmissions by the Client (including the Client’s employees, customers, Affiliates, agents, contractors and invitees).
 - Restrictions – The internet access may be used only for lawful purposes and shall not be used in connection with any criminal or civil violation of state, federal, or international law, regulation, or other government requirement or regulations. The Client shall observe and follow the policies of the Provider with regard to its internet security and protocol. Such violations include without limitation theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; data protection law; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation of export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct that constitutes a criminal offence or gives rise to civil liability. The Client is responsible for maintaining the basic security and virus protection of its systems and hardware, amongst other things, to prevent their use by others in a manner that violates this Agreement. The Client is responsible for taking corrective actions on vulnerable or exploited systems in order to prevent continued abuse.
 - Access – Per User Basis. The Provider grants the Client access to the internet on a per user access basis. In the event the Client

increases the number of users by utilising a proxy server or by other means, the Client shall pay the Provider a fee for each additional user who accesses the internet, either directly or through such other means.

- **Unauthorised Access** – In no event shall the Client increase its authorised access points to the telecommunications/data lines by means of wire splitting or any other method including unsecured wireless devices. In the event the Client breaches the paragraph above (*Access – Per User Basis*) or this paragraph, the Provider may disconnect all of the Client's access to the telecommunications/data lines upon one (1) working-day prior written notice to you. The Client shall indemnify the Provider for any unauthorized telecommunications/data lines use upon invoice from Provider. The Provider shall have no obligation to reconnect the Client to the telecommunications/data lines until such indemnity has been discharged in full and the Client has ceased to make unauthorised access.
- **User Installed Telecommunications Lines** – It is part of the Provider's business model to provide telecommunications lines to its users. Users may not bypass the use of the provider telecommunications lines by installing its own direct telecommunications lines. On a case by case basis and at the Provider's sole discretion, it may grant the Client authorisation to install direct Telecommunications Lines upon written request by the Client. This permission is subject to the agreement of the Client, to make a monthly payment of a direct access fee as set by the Provider.
- **Security Violations** – The Client is prohibited from engaging in any violations of system or network security. The internet access may not be used in connection with attempts – whether or not successful – to violate the security of a network, service, or other system or to commit any act which would contravene any applicable laws and regulations. Examples of prohibited activities include, without limitation, hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software. The Provider reserves the right to suspend internet access upon notification from a recognized internet authority, law enforcement agency or ISP regarding such abuse. The Provider may disconnect the Client's equipment and withhold services if the Provider considered that the Client's hardware or software is, or has become, inappropriate for connection to the Provider's network.
- **Internet services** are only available at the Premises and connection to the Provider's network is only permitted at those centres or via the Provider provided services. Users shall not create any links, whether wired or wireless, between the Provider's network and any other network or any telecommunications service without the Provider's consent.
- The Client will provide, as and when requested by the Provider, documentation and personnel information as the Provider may

reasonably require to assist in the provision of any service under this Agreement and the Client consents to the use, storage and processing of such data for the purposes of this Agreement and in accordance with all applicable laws and regulations, including without limitation, the Personal Data Protection Act 2012.

- Revisions to this Policy – the Provider may modify this Policy at any time, upon written notice.
- Special Requirements – Use of the Client's own wireless access points requires written approval from the Provider, prior to implementation. The use of the Client's own wireless router will result in a service charge based upon the total number of contracted workstations in your designated Workspace.
- VoIP phones are not allowed on the Provider' data network without written approval from the Provider.

Client's Obligations

1. The Client shall obtain all necessary approvals or licences from relevant governmental authorities before carrying out or operating business at the Premises (including the Workspace) and shall be responsible for maintaining such approvals or licenses valid throughout the term of this Agreement, where applicable.
2. The Client shall procure that its employees, customers, Affiliates, agents, contractors and invitees also comply with the rules and regulations related to the use and/or occupation of or access to the Premises (including the Workspace) as prescribed by the Provider (including any amendments made by the Provider from time to time). The Client shall be responsible for the acts of its employees, customers, Affiliates, agents, contractors and invitees as if those acts are conducted by it.
3. Although the Provider may provide an electronic safety guard system at the Premises, the Provider shall not be liable for the safety of the Premises, the Client and its employees, customers, affiliates, agents, contractors and invitees, or any property therein, and the Client shall at all times be responsible for the safety of its property and belongings therein.
4. Unless the prior written consent of the Provider has been obtained, the Client shall not engage in or carry out the following business or undertaking at the Premises or use the Premises for any type of such business or undertaking i.e. breeding, industrial activities, construction of production work areas, warehouses, religious purposes or similar uses.
5. Any policy of insurances taken out by the Provider shall only refer to the Premises, ancillary facilities and equipment as subjects and shall be exclusively in favour of the Provider. If any insured event occurs during the term of this Agreement, all the compensation made by the relevant insurance company under the insurance policies taken out by the Provider shall belong exclusively to the Provider or its designated party. The Client shall not, as to its property losses or personal injuries as a result of such insured event, be entitled to demand or claim against the Provider to share such compensation. The Client shall at its own cost and expense take out and maintain any requisite insurance policy adequate to insure the Client's own belongings and effects, to cover any third party liability and/or liability to the Client's employee(s) throughout the term of this Agreement. The Client shall provide the Provider with a copy of such aforesaid insurance

policies and the receipts for the premiums therefor or any other documentary evidence proving the validity of the requisite insurance policies upon request by the Provider.

7. The Client shall not carry out any marketing or canvassing in any form at or around any part of the Building where the Premises is located.
8. The Client shall not use the name, or symbol of the Premises or the Building where the Premises is located, or any picture, voice and/or portrayal of such name or symbol for any purpose, except to direct parties to the business address and location of the Premises.

Liability

1. **Mail:** The Client releases the Provider from any liability arising out of or incurred in connection with any mail or packages received and sent on behalf of the Client. Packages received on behalf of the Client should be collected by the next day. Should packages remain uncollected for a period of over 48 hours, storage charges may apply.
2. **Belongings:** For the avoidance of doubt, in no event shall the Provider be liable (whether under contract, tort, breach of statutory duty or otherwise) for any loss or damage howsoever caused to any property on the Premises belonging to the Client, its employees, customers, Affiliates, contractors, agents or invitees, or any third party.
3. **Intellectual Property:**
 - (a) For purposes of this Agreement, “**Intellectual Property**” means all intellectual property rights, whether registered or not, including pending applications for registration of such rights and the right to apply for registration or extension of such rights including patents, petty patents, utility models, design patents, designs, copyright (including moral rights and neighbouring rights), database rights, rights in integrated circuits and other sui generis rights, trade marks, trading names, company names, service marks, logos, the get-up of products and packaging, geographical indications and appellations and other signs used in trade, internet domain names, social media user names, rights in know-how and any rights of the same or similar effect or nature as any of the foregoing anywhere in the world.
 - (b) The Provider shall not be liable to the Client, to the fullest extent permitted by applicable law and regulations, for any infringement of any Intellectual Property rights arising out of or in connection with the Client’s use of the Workspace.
 - (c) The Provider does not make any representation or warranty as to the use or infringement of Intellectual Property rights of any person (whether a user or otherwise) arising out of or in connection with the use of the Premises.
 - (d) The Client shall indemnify the Provider and its directors, officers, employees, Affiliates, partners, agents, representatives, contractors, customers or invitees for any infringement of Intellectual Property rights by the Client and its directors, officers, employees, Affiliates, partners, agents, representatives, contractors, customers, or invitees.

Disclaimer of Liability For Third Party Products

As part of its services to the Client, the Provider may at its sole discretion provide internet access, computer hardware, software and any other facilities, product or services furnished by a third party (“**Third Party Services**”). The Provider disclaims any and all liability, including any express or implied warranties, whether oral or written, in respect of or arising in any way whatsoever from the use of the Third Party Services. The Client acknowledges that no representation or warranty has been made by Provider as to the quality or fitness of the Third Party Services for the Client’s intended purpose.

Disclaimer of Liability For Client’s Equipment

The Client assumes all liability for any equipment owned by the Client placed in the Provider’s telecommunications rooms. The Provider disclaims any and all liability for such equipment and shall not be liable for any losses or damage arising in any way whatsoever therefrom.

Disclaimer of Consequential Damages From Loss of IT Service

The Provider does not provide any representation or warranty whatsoever to the Client in respect of the provision, interruption or loss of the Provider’s Internet services. Without prejudice to the generality of the foregoing paragraph, the Provider shall not be liable for any indirect, special, incidental, punitive, or consequential damages, including lost profits, arising out or resulting from any loss of service or degradation of connectivity / access to the Internet, even if it has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.

Disclaimer of Consequential Damages

The Provider shall not be liable for any indirect, special, incidental, punitive, or consequential damages, including lost profits, arising out or in any way relating to this Agreement.

Special Representations

The Client hereby specifically represents and warrants to the Provider that the Client has entered into this Agreement based on full consultation and discussion with the Provider of the terms and conditions of this Agreement provided by the Provider. The Client further acknowledges and agrees that the Provider has taken all reasonable measures to notify the Client of the provisions which may exclude or restrict the Provider’s liability under this Agreement and the Provider has provided a full and reasonable explanation of such provisions. The Client accepts such provisions with full knowledge and understanding.