

Dear Sir/Madam,

REQUEST FOR INQUIRY (RFI) - NEW VENDOR FOR MMU FIXED LOT IN MMU CYBERJAYA AND MELAKA CAMPUS

On behalf of Multimedia University (MMU), we would like to invite you to be a part of our community.

Please find the details below for your kind reference.

CYBERJAYA CAMPUS	MELAKA CAMPUS
<p><u>Fixed Lots Provided:</u></p> <p>1. Central Food Court: Available Lot: a) F&B Lot: 16 Lots Monthly Rental: RM750.00 Square Feet: 215.00sqft</p> <p>b) Services Lot: 9 Lots Monthly Rental: RM1,000.00 to RM1,600.00 Square Feet: 498.85sqft to 586.39sqft</p> <p>2. FCM Cafe: Available Lot: 1 Lot Monthly Rental: RM4,000.00 Square Feet: 2,971.83sqft</p> <p>3. FCI Lots: Available Lot: 5 Lots Monthly Rental: RM850.00 Square Feet: 313.72sqft</p> <p>4. Hostel Lot: Available Lot: 2 Lots Monthly Rental: RM500.00 Square Feet: 180.00sqft</p>	<p><u>Fixed Lots Provided:</u></p> <p>1. Plaza Siswa: Available Lot: 11 Lots Monthly Rental: RM525.00 to RM1,680.00 Square Feet: 437.47sqft to 942.37sqft</p> <p>2. SEC Building: Available Lot: 5 Lots Monthly Rental: RM420.00 to RM1,800.00 Square Feet: 96.03sqft to 725.22sqft</p>
Tenancy Agreement:	12 months
Commence Date:	1 st August 2022

<p>Document Required for Food & Beverages (F&B) vendors:</p>	<p>1. <u>Upon Application:</u></p> <ul style="list-style-type: none"> i. A business proposal ii. Certificate of Registration (Form D) iii. List of menu & price iv. Copy of Identity Card (IC) <p>2. <u>Before Operation</u></p> <ul style="list-style-type: none"> i. Acceptance Form ii. Stamped TA (3 sets) iii. Business License iv. Copy of Typhoid Injection Cards v. Food Handling Course Certificate vi. MMU Worker Pass vii. Copy of Passport/Visa (foreign workers) viii. Copy of Halal Certificate of suppliers (if non-Muslim F&B Vendors) ix. Proof of Deposit Payment
<p>Document Required for Services vendors:</p>	<p>1. <u>Upon Application:</u></p> <ul style="list-style-type: none"> i. A business proposal ii. Business Registration Form A or ROC (Form B) iii. List of services/items & price iv. Copy of Identity Card (IC) <p>2. <u>Before Operation</u></p> <ul style="list-style-type: none"> i. Acceptance Form ii. Stamped TA (3 sets) iii. Business License iv. MMU Worker Pass v. Copy of Passport/Visa (foreign workers) vi. Proof of Deposit Payment
<p>Attachment:</p>	<ul style="list-style-type: none"> 1. Template of Tenancy Agreement 2. MMU Map

Please complete the attached forms and return it with the relevant supporting documents in a SEALED ENVELOPE to the following address: -

Business Services
MMU Energy/Unitele Multimedia Sdn Bhd (UMSB),
Ground Floor, FCI Building,
Multimedia University,
63100 Cyberjaya,
Selangor.

Should you need further clarification and/or visit the location of the venue(s), please be in touch with the Business Services (BUZZ) team: -

- 1) **Ms. Wan Muhakma Binti Wan Abdullah – 03 8312 5878**
- 2) **Ms. Zakiah Binti Abdul Rahman – 03 8312 5416**
- 3) **Ms. Hanifah Binti Muhamad Yunos – 06 2523667**

Thank you.

Yours sincerely,



Mr. Norkhairul Wahab

Chief Executive Officer (CEO)

MMU Energy/Unitele Multimedia Sdn Bhd (UMSB)

VENDOR INFORMATION FORM

1.	Name of Company	
2.	Address and contact number	
4.	Email Address	
5.	Contact Person	Name: H/P No:

TERMS & CONDITIONS

I hereby confirm that:

1. All the information provided is correct.
2. Vendor must behave in a good manner, be responsible, dress appropriately and decently during the event.
3. Vendor shall be responsible for payment of damages/ loss incurred due to vendor's negligence.
4. The vendor shall take all necessary precaution against risks and will not hold MMU responsible for any risks and damages incurred by the vendor during the event.
5. The vendor shall also take full responsibility for any loss incurred by the vendor.
6. Vendor shall abide all rules and regulations in MMU.
7. Reminder: Smoking is strictly prohibited in the campus.
8. I have read and understood all the information provided by MMU.

I hereby agree and will abide all the terms and condition as stipulated above.

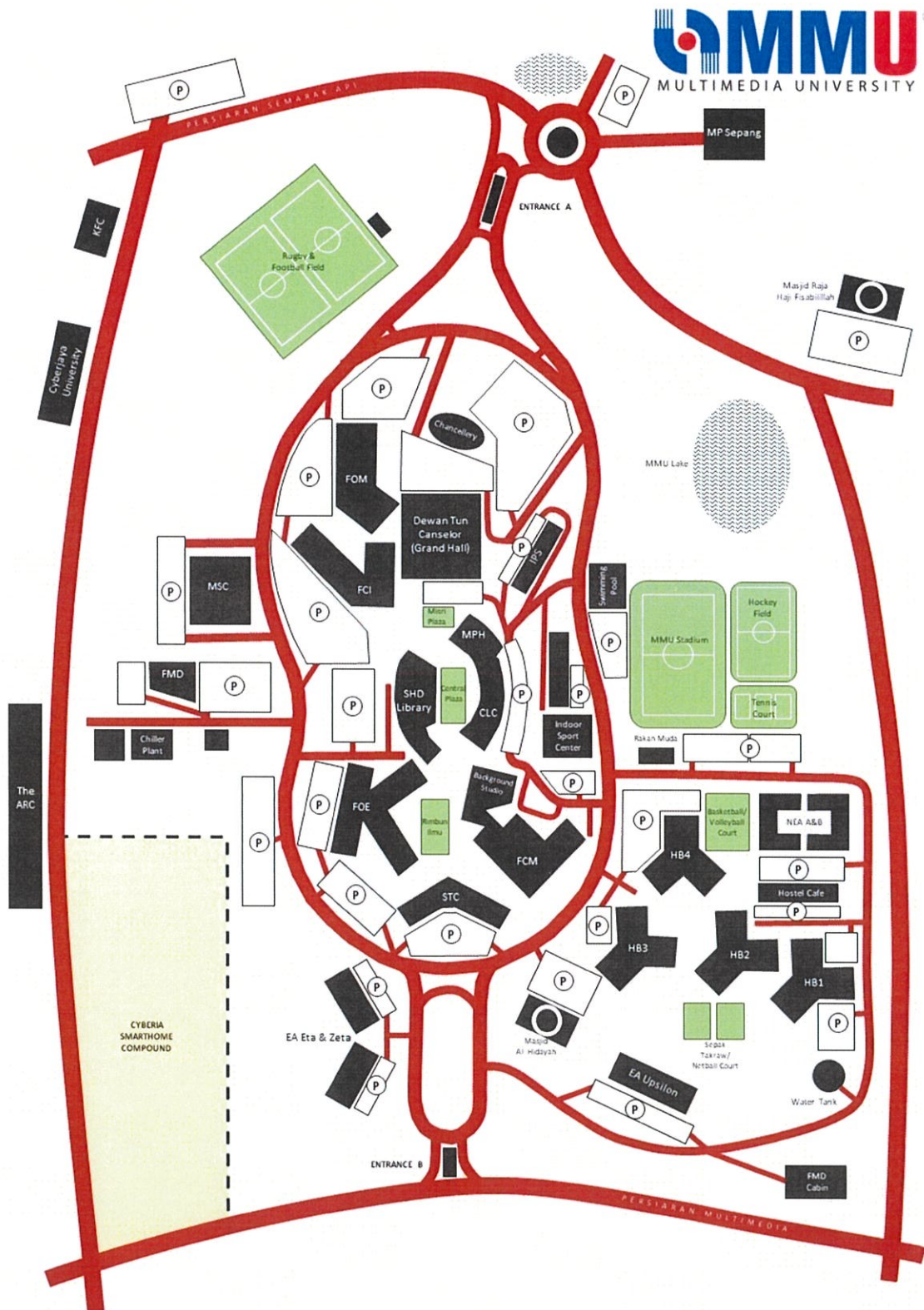
Yours sincerely,

.....

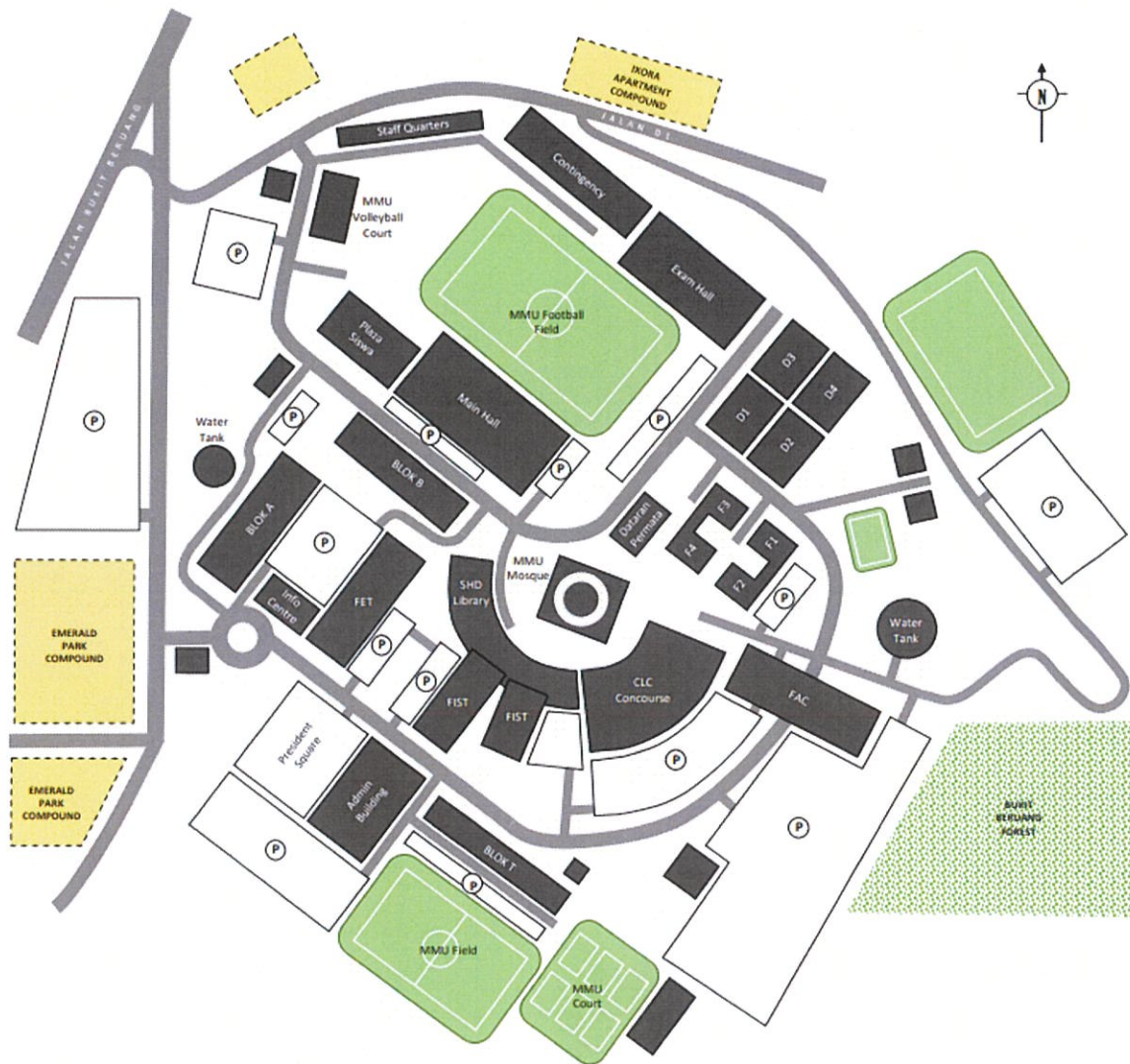
Name & Company Stamp:

IC No:

MMU CYBERJAYA CAMPUS



MMU MELAKA CAMPUS



TENANCY AGREEMENT

BETWEEN

**UNIVERSITI TELEKOM SDN BHD
(199701021324 (436821-T))**

AND

**VENDOR/TENANT
(COMPANY REGISTRATION NUMBER)**

THIS AGREEMENT is made on (“Execution Date”).

BETWEEN

UNIVERSITI TELEKOM SDN. BHD. (Company No. 199701021324 (436821-T)), a company duly incorporated in Malaysia under the Companies Act 1965 and having its registered address at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala (the “**Landlord**”) of the first part;

AND

The Party whose name and particulars is stated in the **First Schedule** (the “**Tenant**”) of the other part.

(hereinafter referred to collectively as the “**Parties**” and individually referred to as “**Party**”).

WHEREAS

- A. The Landlord is the registered owner of Multimedia University (the “**University**”), a private university registered under the Malaysian Private Higher Educational Institutions Act 1996, which offers tertiary level education and training in various areas and has the expertise and the capability to provide management, research and development, consultancy services and advancement of technology.
- B. The Landlord has agreed to let the Demised Premise as specified herein and the Tenant has agreed to accept the tenancy of the said Demised Premise, upon the terms and conditions hereinafter appearing. The Parties acknowledge and agree that the management of tenancy herein shall be operated by the Landlord’s wholly owned subsidiary, namely Unitele Multimedia Sdn Bhd.

THE PARTIES AGREE as follows:

CLAUSE 1: DEFINITION

1.1 Definition

Wherever used in this Agreement unless the context shall otherwise require, the following expressions shall have the following meanings:-

- (a) “**Agreement**” means this Tenancy Agreement including the schedules and annexures hereto and any variation made thereof in writing from time to time between the Parties;

- (b) **"Applicable Laws"** means with respect to a person, any laws, regulations, rules, measures, guidelines, treaties, judgments, determination, orders or notices of any Governmental Authority or stock exchange that is applicable to such person;
- (c) **"Appropriate Authorities"** means the government, semi or quasi-governmental and/or statutory departments, agencies or bodies having jurisdiction from time to time and at any time over a relevant matter including but not limited to a Tax Authority;
- (d) **"Building"** means the building where the Demised Premise is located as stated in Item 1 of the Second Schedule;
- (e) **"Business Day"** means any day other than a Saturday or Sunday or public holiday in Malaysia;
- (f) **"Common Areas"** means those parts, areas and premises of and in the Building which are not demised or attended to be demised by the Landlord to the Tenant or to any other including but without limiting the generality of the foregoing, all car parks, walkways, pavements, passages, escalators, gardens, refuse chutes, drains, sewers, pipes, ducts and such other areas, grounds and conveniences from time to time provided, prescribed or made available by the Landlord for the common or general use or benefit of the sub-tenants, customers, employees, invitees and licensees of the Tenant and all other persons having the like right;
- (g) **"Demised Premise"** means all the parcel of premises, the description and area of which is more particularly described in Item 1 of the Second Schedule;
- (h) **"Effective Date"** means the effective date of this Agreement as stated in Item 2 of the Second Schedule;
- (i) **"Execution Date"** means the date of signing of this Agreement by the Parties;
- (j) **"Operation Hours"** means the operation hours of the business of the Tenant at the Demised Premise as stated in Item 7 of the Second Schedule;
- (k) **"Tax", "Taxes" and/or "Taxation"** means all forms of taxes or taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, transaction values, turnover, added value or other reference including, without limitation, any goods and services tax and value-added tax and statutory, governmental, state, provincial, local governmental or municipal impositions, rates and levies, duties, charges, contributions, whenever imposed (whether imposed by

way of a withholding or deduction for or on account of tax) in respect of any and all fines, penalties, charges, costs and/or interest that are due and payable under the relevant and related revenue or tax laws (including tax codes, regulations, rulings, decrees, etc.) imposed, collected or assessed by, or due and payable to (with or without a tax assessment by the relevant tax authority), a Tax Authority;

- (l) **“Tax Authority”** shall mean any taxing, revenue or other authority competent to impose any liability in respect of Taxation or responsible for the administration or collection of Taxation or enforcement of any law in relation to Taxation;

1.2 General Interpretation

- (a) Words importing the masculine gender shall include the feminine and neuter genders and words importing the singular shall include the plural and vice versa.
- (b) Any covenant by the Tenant not to do and act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person and to use its best endeavours to prevent such act or thing being done by a third party.
- (c) Words denoting natural persons include where the context so admits corporations and firms and vice versa.
- (d) References to the Demised Premise shall in the absence of any provisions to the contrary include any part or parts thereof.
- (e) Reference to “month” in this Agreement shall refer to a period starting on a specified day of a calendar month and ending on the day immediately preceding the numerically corresponding day of the next calendar month of the Gregorian calendar but if there is no such ending day described as aforesaid, then ending on the last day of the month (and reference to “months” shall be construed accordingly). Reference to “calendar month” in this Agreement shall refer to a period starting on the first (1st) day of a specified month of the Gregorian calendar and ending on the last day of that same month (and reference to “calendar months” shall be construed accordingly). Reference to “year” in this Agreement shall refer to a period of 365 days (including the commencement date as specified or the day on which an event took place) or 366 days (in a leap year) (and reference to “years” shall be construed accordingly).
- (f) Where an act is required to be done within a specified number of days/months after or from a specified date, the period is inclusive of and begins to run from the date so specified (unless otherwise stated herein).

- (g) The Schedules and Annexures attached hereto shall be taken read and construed as an integral part of this Agreement.
- (h) If any payment or act would otherwise be due or, as the case may be, required to be performed on a day which is not a Business Day, it shall be due or as the case may be required to be performed on the next succeeding Business Day unless such next succeeding Business Day falls in another calendar month in which event such payment or act shall be due or, as the case may be, required to be performed on the preceding Business Day.
- (i) Any reference to a statutory provision includes any modification, consolidation or re-enactment thereof for the time being in force, and all statutory instruments or orders made pursuant thereto.
- (j) Headings of clauses and marginal notes have been inserted for guidance only and shall not be deemed to form any part of the context.

CLAUSE 2: TENANCY

2.1 Agreement for Tenancy

- (a) The Landlord hereby grants and the Tenant hereby accepts a tenancy of the Demised Premise on an "as is where is" basis for the period as specified in Item 2 of the **Second Schedule** (the "**Tenancy Period**") hereto commencing on the Effective Date, at monthly rental as specified in Item 4 of the **Second Schedule** (the "**Monthly Rental**").
- (b) Payment of the Monthly Rental shall be made immediately and in advance following the calendar month in which the Effective Date occurs and shall be payable on the 7th day of each and every subsequent calendar month (the "**Due Date**").

CLAUSE 3: DEPOSIT

3.1 Deposit

- (a) The Tenant shall pay to the Landlord on the Execution Date, the sum as specified in Item 5 of the **Second Schedule**, which such sum shall be held by the Landlord as deposit and security (the "**Deposit**") for the due observance and performance by the Tenant of the stipulations, terms, conditions and covenants under this Agreement.
- (b) The Deposit shall be maintained at the sum stated in Item 5 of the **Second Schedule** during the Tenancy Period.

- (c) In the event of any renewal of the tenancy pursuant to Clause 7.6 and that the Monthly Rental has been duly paid on the Due Date and other covenants, and the terms and conditions of this Agreement have been duly performed and observed by the Tenant, the Deposit shall be carried forward to the renewed period of tenancy subject to any variation of the Deposit (if any) after taking into account the prevailing market rates of the Demised Premise. In the event the amount of Deposit is varied by the Landlord in accordance with prevailing market rate:
 - (i) if the new amount of the Deposit is more than the amount of the Deposit already paid by the Tenant and currently held by the Landlord at the date of renewal of the Tenancy Period, the Tenant shall pay for the shortfall of the Deposit for the renewal Tenancy Period within thirty (30) days from the effective date of renewal period; and
 - (ii) if the new amount of the Deposit is less than the amount of the Deposit already paid by the Tenant and currently held by the Landlord at the date of renewal of the Tenancy Period, the Landlord shall refund the excess from the Deposit to the Tenant within sixty (60) days from the effective date of renewal period.

3.2 Deposit to be maintained

- (a) The Deposit shall be maintained during the Tenancy Period and shall not without the prior written consent of the Landlord be deemed to be or treated as payment of or towards the Monthly Rental.
- (b) Upon the expiration of the Tenancy Period or termination of this Agreement, whichever is the earlier, the Deposit shall be returned forthwith to the Tenant free of interest less such amount as may be due to the Landlord but without prejudice to any other claims which the Landlord may have against the Tenant under the terms of this Agreement.

CLAUSE 4: MONTHLY RENTAL AND UTILITIES

4.1 Method of Payment

Unless otherwise agreed between both Parties, all payments due under this Agreement may be made by way of bank transfer to Business Unit account no.: **8600902011 (CIMB Bank)** or bank draft or cheque payable to "**UNIVERSITI TELEKOM SDN BHD**". In the event that payment is made by way of bank transfer, the Vendor shall submit to the Landlord the proof of payment within seven (7) days from the date of the bank transfer.

4.2 Increase of Monthly Rental

The Landlord shall have the right to propose a review of the Monthly Rental at any time during the Tenancy Period by giving advance written notice of three (3) months to the Tenant. In the event of an increase to the Monthly Rental, there shall also be a proportionate increase imposed on the Deposit and the Tenant shall pay to the Landlord the difference.

4.3 Utilities Charges

- (a) The Tenant shall be responsible and not later than the Due Date pay in full to the Landlord, in the given period, any imposed sum or charges for the consumption and usage of water and electricity in the Demised Premises and the Common Areas (the “**Utilities Charges**”), rubbish collection fee, yearly assessment, taxes and or any other outgoings and facilities which are provided for or utilized by the Tenant in respect of the Demised Premise from time to time.
- (b) In the event that the Landlord does not issue invoices for payment of Utilities Charges of any month for any reasons whatsoever, the unissued utility invoices shall be treated as accrued utility invoices and the Landlord shall submit such invoices to the Tenant at a date and time to be notified to the Tenant and the Tenant shall make payment not less than seven (7) Business Days from the date of receipt of the invoices.

CLAUSE 5: COVENANTS BY TENANT WITH LANDLORD

5.1 Payment of Monthly Rental

The Tenant shall pay the Monthly Rental and other sums payable under this Agreement in the manner as herein provided.

5.2 Upkeep and maintenance of Demised Premise

The Tenant shall keep and maintain the Demised Premise, in good condition and tenable repair at all times during the continuance of this Agreement (fair wear and tear and damage by fire flooding or any act of God are excepted) and to permit the Landlord and/or its agents with or without workmen and others upon receiving prior notice in writing, to enter upon and to examine the condition of the Demised Premise.

5.3 Alterations

- (a) Subject to Clause 5.4 herein, the Tenant shall not make or permit to be made any alteration in or addition to the Demised Premise or to the Landlord’s fixtures and fittings without the prior written consent of the

Landlord. If so permitted by the Landlord, the Tenant shall carry out such partition, alterations or additions at the Tenant's own expense. Upon the determination of the Tenancy Period and if requested in writing by the Landlord, the Tenant shall restore the Demised Premise to its original state and condition at the expense of the Tenant.

- (b) The Landlord may at any time serve on the Tenant, a notice in writing specifying any repairs (other than the structural repairs of the Demised Premise) necessary to be done under the terms and conditions of this Agreement. In the event that the Tenant does not proceed diligently with the execution of such repairs within thirty (30) days after the service of such notice, then it shall permit the Landlord and/or its agents and/or its authorised representatives with or without workmen to enter the Demised Premise and execute such repairs, on which the repair costs shall be recoverable from the Tenant upon demand.

5.4 Compliance with Applicable Laws

- (a) The Tenant shall not do or permit to be done on the Demised Premise anything which will infringe any Applicable Laws and shall attend to and comply with all complaints and nuisance notices or orders which resulted from the acts and or omission of the Tenant and or its servants whether or not such notices or orders are issued by the Appropriate Authorities.
- (b) The Tenant shall not at any time during the Tenancy Period do or omit to do in, on or about the Demised Premise anything in respect of which the Landlord may incur or has imposed on it or becomes liable to pay any penalty, damages, compensation or expenses.

5.5 Prohibition of nuisance

The Tenant shall not do or permit to be done upon the Demised Premise or any part thereof anything which in the opinion of the Landlord may be a nuisance, offensive, noxious, noisy, or an annoyance to or in any way interfere with the quiet and comfort of the occupiers of adjoining buildings, the neighbourhood or to the Landlord and it shall not use the Demised Premise for any illegal, immoral, or unlawful purposes.

5.6 Prohibition of noxious, dangerous or hazardous goods, etc.

- (a) The Tenant shall not bring or store or permit or suffer to be brought or stored on the Demised Premise or any part thereof, arms, ammunitions or unlawful goods, gunpowder, saltpeter, kerosene, liquefied petroleum gas, petroleum butane gas or any combustible substance or any goods which in the opinion of the Landlord are of a noxious or dangerous or hazardous nature. The Tenant shall further not use the Demised Premise for a sale by auction or for any dangerous noxious noisy or conduct any offensive

trade, business, manufacture or commit for storage of such product. The use of chemicals, substances or equipment potentially hazardous or injurious as advised, declared or published by the Malaysian Health Ministry or any other relevant Malaysian ministry, public company or organization in any component or part of the equipment used under the Agreement shall be clearly indicated in writing to Landlord. All such components or parts must be marked and labelled and any handling or disposal precautions must be clearly stated.

- (b) The Tenant shall not carry on or permit to be carried on within the Demised Premise or any part thereof the keeping or consumption of any dangerous drugs as comprised in the Dangerous Drugs Act 1952, or to use the Demised Premise or any part thereof as a place of entertainment or for any illegal or immoral purpose or anything which may contravene any laws, bye-laws, acts, ordinances, enactments or regulations made by the Appropriate Authorities.
- (c) The Tenant shall take all reasonable precautions to keep the Demised Premise or any part thereof free of termites, rats, mice, cockroaches or any other pests or vermin and animals. The Landlord may require the Tenant to employ at the Tenant's cost such pest extermination contractors as the Landlord may nominate and at such intervals as the Landlord may direct.
- (d) The Tenant shall not use the Demised Premise or any part thereof or permit or suffer the same to be used for any illegal or immoral activities or to carry on or permit to suffer to be carried on thereon or any part thereof any offensive noxious noise or dangerous trade business manufacture or occupation whatsoever or use the Demised Premise or permit or suffer the same to be used as a factory.
- (e) The Tenant shall not use the Demised Premise or any part thereof for carrying on any business or other activity which causes the accumulation of dirt rubbish or debris of any kind in or outside the Demised Premise or which causes an undesirable amount of noise or which in the opinion of the Landlord is undesirable or unsuitable for other tenants or occupiers of the Demised Premise.
- (f) The Tenant shall not permit or suffer anyone to reside or sleep in the Demised Premise or to use the same or any part thereof as dwelling or other like purpose.

5.7 Prohibition of acts affecting fire risks

- (a) The Tenant shall not do anything whereby any insurance effected by the Landlord in respect of the Demised Premise against loss or damage by fire, may be rendered void or voidable or whereby the premium for any

such insurance may be liable to be increased. The Tenant shall pay to the Landlord upon written demand from the Landlord within seven (7) Business Days thereof all sums paid by the Landlord by way of increased premium and all losses or expenses sustained or incurred by the Landlord in respect of such policy or policies as a result of the breach or non-observance of this covenant by the Tenant but without prejudice to other rights and remedies which the Landlord may have against the Tenant.

- (b) Without prejudice to the generality of this Clause 5.7, in the event of the Demised Premise or any part thereof or any of the Landlord's fixtures and fittings in or about the Demised Premises or any part thereof respectively being damaged or destroyed by fire, at any time during the Tenancy Period and the insurance money under any policy of insurance against fire effected thereon by the Landlord being wholly or partially irrecoverable by reason solely or in part of any act or default of the Tenant its agent, servants or workmen or of persons occupying and being upon the Demised Premise or any part thereof, with the authority or permission of the Tenant then and in every such case, the Tenant shall upon written demand from the Landlord within seven (7) Business Days thereof (in addition to the Monthly Rental) pay to the Landlord the whole or (as the case may be) a fair proportion of the cost of completely rebuilding and reinstating or repairing the same.

5.8 Prohibition against assignment or underletting

- (a) The Tenant shall not assign, sub-let, underlet or part with or share the possession of the Demised Premise or any part thereof for any term whatsoever without obtaining the prior written consent of the Landlord.
- (b) In the event of the Tenant assigning, underletting or parting with the actual or legal possession or use of the Demised Premise or any part thereof in contravention of the provisions of this Clause, then the Landlord may without prejudice to its rights under this Agreement, collect from any assignee, under lessee or other person in possession of the Demised Premise or any part thereof all Monthly Rental and other monies payable to the Tenant in respect of the Demised Premises or any part thereof by such person(s) or corporation(s).
- (c) Collection of Monthly Rental and other monies as aforesaid shall not be deemed to be an acceptance by the Landlord of any such person(s) or corporation(s) as assignee, under lessee, tenant or occupier of the Demised Premise or any part thereof.

5.9 Use of Demised Premise

- (a) The Tenant shall not use the Demised Premise for any other purpose than for business activities as stated or stipulated in Item 6 the **Second Schedule**.

- (b) The Tenant shall at all times keep the Demised Premise with all fittings and fixtures in good and tenantable repair condition, fair, wear and tear except for such additions and fixtures by the Tenant which the Landlord would require them to be removed upon the determination of Agreement..
- (c) The Tenant shall not carry on or permit or suffer to be carried on upon the Demised Premise or any part thereof any religious or political activities.
- (d) The Tenant shall not throw or permit to be thrown dirt, rubbish, rags or other refuse into sinks, baths, lavatories, cisterns, waste or soil pipes in the Demised Premise and to make good any stoppage or damage to the drains relating to the Demised Premise which shall be caused by the negligence of the Tenant or its servants, agents or invitees and so that every such stoppage or damage shall be presumed to have been caused by such negligence, unless the Tenant shall prove the contrary to the satisfaction of the Landlord and the cost of making good the same shall if incurred by the Landlord be payable to the Landlord by the Tenant upon demand.

5.10 Notice of fire

The Tenant shall give the Landlord and its agents notifications of any outbreak of fire on the Demised Premise and/or any damages or destruction caused by explosion, storm or tempest as soon as practicable.

5.11 Licenses and/or permits

- (a) The Tenant shall obtain the necessary licenses and/or permits from the Appropriate Authorities to carry on its business and shall indemnify the Landlord for any failure or delay to obtain all the requisite licenses and/or permits.
- (b) Any licenses and/or permit, which is necessary to be obtained for the purpose of carrying out the business as agreed under this Agreement shall be duly applied and obtained by the Tenant on its own cost and expenses from the Appropriate Authorities within thirty (30) days from the Execution Date (or any other extension period as agreed by the Landlord).
- (c) The original copy of such licenses and/or permit must, at all times, be displayed at a convenient place in the Demised Premise and a certified copy shall be submitted to the Landlord within fourteen (14) days from the date of its issuance.
- (d) The Landlord reserves the right to terminate this Agreement, should the Tenant fail and/or refuse to obtain/renew such licenses and/or permit within the specified period or such licenses and/or permit has expired, become void, withdrawn or not renewed by the appropriate authority.

5.12 Delivery of keys upon termination

Upon the expiration of the Tenancy Period or sooner termination of this Agreement (whichever is the earlier), the Tenant shall peaceably deliver the keys, if any and to yield up the Demised Premise to the Landlord in good and tenable repair condition in accordance with the covenants hereinbefore contained.

5.13 Compliance with Landlord's restrictions

- (a) The Tenant shall observe and conform to all regulations and restrictions made by the Landlord or its duly authorised agents for the proper management of the Demised Premise in which such regulations shall be notified in writing by the Landlord or its duly authorised agents to the Tenant from time to time.
- (b) The obligations of the Tenant relating to the food management and/or food handling are as specified in the **Third Schedule**. The Landlord reserves the right to amend the Tenant's obligations hereunder from time to time without any further notice to the Tenant.
- (c) The Landlord is entitled, at all times, to enter and inspect the Demised Premise and its surrounding areas, including the items or equipment in the Demised Premise and to order the Tenant to take action for matters necessary in order to enforce the terms and conditions contained in this Agreement.
- (d) The Landlord is entitled to impose a merit system as prescribed in **Annexure A** to monitor and penalize the Tenant in the event that the Tenant has breached any of its obligations under this Agreement.

5.14 Covenant against sign board, advertisement, etc.

- (a) The Tenant shall not affix, paint or otherwise exhibit or set up on the exterior of the Demised Premise or the windows thereof or in any part of the Demised Premise any name plate, placard, poster, advertisement or writing or any other thing whatsoever, save only the Tenant's nameplate of a form and character and size designed and approved in writing by the Landlord, in such place as shall be designated by the Landlord.
- (b) The Tenant shall affix the advertisement board at the Demised Premises within sixty (60) days after commencement of its business at the Demised Premise.
- (c) The Tenant shall remove the advertisement board at the Demised Premise at its own cost upon expiry or termination of the tenancy.

5.15 Compliance with Landlord's standards

The Tenant shall fully conform and comply with standards set by the Landlord for the operation of the Tenant's business on the Demised Premise. The Tenant shall permit the Landlord at any time before the commencement of the Tenant's business to enter upon the Demised Premise to inspect the Demised Premise to ensure that the condition and set up of the Demised Premise meet the standards required by the Landlord.

5.16 No right to set-off

The Tenant hereby expressly agree to pay the Monthly Rental in full without any deduction whatsoever and that the Tenant does not have any right to set off the Monthly Rental against any monies payable by the Landlord to the Tenant hereunder, unless otherwise agreed by both Parties.

5.17 Restrictions against installation of electrical points

- (a) The Tenant shall not install any electrical sockets, plugs or electrical power points or electrical motors or engines or appliances without the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Once consented, the costs for the installation of electrical points shall be borne by the Tenant.
- (b) In the event the Tenants commits a breach of this covenant as a result of which the Landlord suffers any loss or damage, the Tenant will forthwith indemnify the Landlord against all such losses and damages.

5.18 Operational Hours

The Tenant shall conduct its business at the Demised Premise in accordance with the Operational Hours as stipulated in this Agreement. The Tenant shall obtain prior written approval from the Landlord in the event the Tenant wishes to vary the Operational Hours.

5.19 Use of lifts

The Tenant shall convey or carry goods, baggage or merchandise only in the service lifts or other lifts as designated by the Landlord and at specific times designated by the Landlord. The Tenant shall not cause any obstruction in any part of the Common Areas and in particular but not limited to the entrances, staircase, landings, corridors, or passages of the Building. Further, the Tenant shall not damage or deface or cause or permit to be damaged or defaced of any part of the Common Areas and shall forthwith repair and make good such damage or defacement or pay the Landlord within seven (7) Business Days of receipt of a notice of demand from the Landlord the costs of making good such damage and/or defacement.

5.20 Loading and unloading

The Tenant may load and unload goods only at the specified times at the specified places which shall from time to time be imposed by the Landlord. Any delivery of consignment or crates of goods in bulk having the dimensions and weight in excess of the allowable load shall be carried out by the Tenant, its agents, employees, invitees, contractors or licensees only with the prior written consent of the Landlord.

5.21 Parking of vehicles

- (a) The Tenant, its servants, agents and licensees shall not obstruct, impede or prevent or permit any obstruction, impediment or prevention of access to or egress from the Building or any entrances or exits thereof or upon any access roads leading to the Building by the parking of motor vehicles of any kind including motor cycles, motor scooters, bicycles or any other transport thereon.
- (b) The Tenant, its servants, agents and licensees shall park their vehicle(s) at their own risk and the Tenant hereby exonerates the Landlord from all liability of the loss or damage to any vehicles parked within or around the Building or for the loss or damage of any articles in said vehicles or any injury caused to any person whilst utilising the parking space(s) of the Building.

5.22 Environmental matters

The Tenant shall comply with all relevant laws relating to the protection and preservation of the environment, in particular the Environmental Quality Act 1974. The Tenant shall give due consideration to the preservation and social implications of water and air quality, soil, flora and fauna (if any) within the Demised Premise during the Tenancy Period. All measures taken by the Tenant in compliance with this Clause shall be borne by the Tenant.

5.23 Compliance with safety requirements

- (a) The Tenant shall comply and shall secure compliance by his personnel and workmen at all times during the execution of the works carried out by the Tenant's in relation to any construction or associated works to the use of Demised Premise (the "**Works**") with all of the following:
 - (i) Factories and Machinery Act, 1967;
 - (ii) Occupational Safety and Health Act, 1994;

- (iii) all other relevant safety-at-work requirements imposed by law including any subsequent amendments to or re-enactment of the said law;
- (iv) any directives or order by the relevant authorities and/or the Landlord relating to safety requirements; and
- (v) all guides, codes and recommendations issued or made by the government, professional or trade organization or other official or responsible organization relating to health and safety at work.

collectively referred to as the "**Safety Requirements**".

- (b) So far as is reasonably practicable, the Tenant shall take all precautions necessary to protect the environment, property and his own employees and any employees of the Landlord and other persons who are at any time directly or indirectly affected by the operations of the Tenant. Such precautions shall include but in no way be limited to the provision of information on the Works and substances to be used and hazards involved in the performance of the Works.

5.24 **Mechanical, electrical fittings and accessories provided by the Landlord**

- (a) In the event of a breakdown of any mechanical or electrical fittings or accessories provided by the Landlord in the Demised Premises due to any act, default, omission or negligence of the Tenant, its servants, agents or invitees of which require routine replacements such as light bulbs, the Tenant shall immediately inform the Landlord thereof and the Landlord shall maintain, repair and/or replace such mechanical or electrical fittings and/or accessories within reasonable time at the cost and expense of the Tenant which cost and expense shall include labour charges. It is hereby agreed and understood that all such repairs may be carried out only by the Landlord or its approved contractors.
- (b) Notwithstanding the above, any minor or routine replacements of any electrical fittings or accessories such as light bulbs in the Demised Premise shall be carried out by the Tenant at its own cost subject to the Tenant informing the Landlord of such replacement to be carried out.

5.25 **Notification to Landlord of any change in business and/or purpose**

The Tenant shall immediately notify the Landlord by a notice in writing in one or more of the following events:-

- (a) the alteration or change in the principal activities of Tenant's business as stipulated in Item 6 of the **Second Schedule**;

- (b) the alteration of the name of the business of the Tenant;
- (c) the assignment, transfer, sale, charge or otherwise disposal of the Tenant's business;
- (d) the change in the majority shareholder or the majority of the directors of the Tenant.

5.26 Securing of Demised Premise

The Tenant shall be responsible for the locking and securing of the doors of the Demised Premise at all times and when the same is unattended.

5.27 Indemnity

- (a) The Tenant shall be responsible for and shall indemnify and keep the Landlord, its successors-in-title and assigns and its officers, servants and agents indemnified against all actions, proceedings, claims, demands, damages, costs and expenses whatsoever which the Landlord, its successors-in-titles and assigns and its officers, servants and agents may be liable to suffer or incur by reasons of the act, omission, negligence, default or error on the part of the Tenant, its agents, servants or invitees for: -
 - (i) all damages howsoever caused or occasioned to the Demised Premise, the Common Areas, the Building or any adjacent or neighbouring premises (including but without limitation the blockage of drains of the Building, breakdown of machinery, defacement of the Building), or injury to any person by any act, omission, default, negligence or error of the Tenant, its servants, agents, employees, invitees, contractors or licensees;
 - (ii) all damages howsoever caused or occasioned to the Demised Premise, the Common Areas or the Building or any injury to any person as a consequence of any breach, non-observance or non-performance of the Tenant's covenants herein contained;
 - (iii) all demands, actions, proceedings, prosecution whatsoever made upon or instituted against the Landlord, its successors-in-title and assigns and its officers, servants and agents by any person or authority as a consequence of any act, omission, error, default or negligence of the Tenant, its agents, employees, invitees, contractors or licensees or as a consequence of any breach, non-observance or non-performance of the Tenant's covenants herein contained;

- (iv) all damages and costs arising from any claim, action or proceedings taken against the Landlord, its successors-in-title and assigns and its officers, servants and agents by any Party as a result of any act, default or negligence of the Tenant, its agents, employees, invitees, contractors, licensees;
- (v) all costs, legal and professional fees (including but not limited to solicitors fees on a solicitor and client basis) incurred by the Landlord in taking proceedings, enforcing and/or defending any actions arising from Clause 5.27 (a) above.

5.28 Employment of Malaysian Citizens

The Tenant shall employ only Malaysian Citizens as its workers in the execution of this Agreement. In the event that insufficient Malaysian Citizens are available, then the Tenant may employ foreign worker or labour and shall be responsible in obtaining their work permits in compliance with the relevant laws and regulations.

CLAUSE 6: COVENANTS BY LANDLORD WITH TENANT

6.1 Maintenance of the Demised Premise

The Landlord shall keep in good and tenantable repair the main structure walls roofs and floor roof, drain, pipes, window glass, electrical wiring and appliances and water apparatus of the Demised Premise during the continuance of this Agreement.

6.2 Payment of outgoing

Unless otherwise provided in this Agreement, the Landlord shall pay all existing and future quit rents rates, assessments and other outgoing payable in respect of the Demised Premise.

6.3 Conclusive evidence

The taking of physical possession by the Tenant of the Demised Premise shall be deemed conclusive evidence as against the Landlord that the Demised Premise are in good order and satisfactory conditions as on that date thereof.

6.4 Quiet enjoyment without interruption

In the event the Tenant is paying the Monthly Rental reserved and observing and performing all the stipulations, terms and conditions and covenants as specified in this Agreement, the Landlord shall permit the Tenant to quietly enjoy the

Demised Premise during the term of the tenancy without any interruption by the Landlord or any person claiming under or in trust for the Landlord.

6.5 Insurance

- (a) The Landlord shall insure and keep insured the Demised Premise (but excluding the Tenant's fixtures, furniture, fittings, chattels, goods, equipment or other property in the Demised Premise which shall be insured by the Tenant at the Tenant's own cost and expense) from loss or damage by fire and such other risk as the Landlord may deem expedient.
- (b) The Landlord shall disclaim any responsibility or liability for any loss or damage suffered by the Tenant, its employees, agents, representatives and customers in the Demised Premise caused by fire, flood, damage by third parties, theft and/or other causes which are not due to any act, omission or neglect of the Landlord. In such an event, the Tenant shall not make any claim against the Landlord for any such loss or damage suffered by the Tenant, its employees, agents, representatives and customers in the Demised Premise to the Tenant's and to the Tenant's goods, equipment and all other assets and documents in the Demised Premise.

6.6 Forfeitable Deposit and Refund of Deposit

- (a) In the event that the Tenant fails to remedy the arrears of the Monthly Rental after being formally demanded by the Landlord pursuant to clause 7.1(a) and the Tenant remains in default in its monthly payments of the Monthly Rental continuously for two (2) consecutive months (the "First Default"), the Landlord shall have the right to utilize the Deposit proportionately to the Tenant's default. In the event the Tenant continuously defaults in its payment of the Monthly Rental after the First Default, then the Landlord shall forfeit the remainder of the Deposit and exercise its absolute discretion to terminate this Agreement or shall require the Tenant by written notice to furnish a fresh Deposit for a similar value within fourteen (14) days from the date of notification, failing which, the Landlord shall proceed to terminate the tenancy and all such expenses incurred in connection thereof including solicitors fees and cost shall be borne by the Tenant.
- (b) On the expiration of the tenancy on condition that the Tenant has fulfilled all its obligations under this tenancy and provided that there is no dispute relating to this tenancy, the Landlord shall refund the Deposit to the Tenant within a reasonable period, subject to any deduction in accordance with Clause 3.2 and 7.2 herein.

6.7 Removal

The Landlord shall allow the Tenant to remove all its moveable properties, equipment, installations or devices upon the expiration or termination of this Agreement, unless stipulated otherwise.

CLAUSE 7: TERMINATION

7.1 If and whenever during the Tenancy Period or any part thereof:-

- (a) subject to Clause 6.6 (a) herein, if the Monthly Rental hereby reserved shall be in arrears and unpaid for fourteen (14) days after becoming due (whether formally demanded or not); or
- (b) the Tenant commits any breach or non-observance of any of the stipulations, covenants, terms, conditions, obligations or undertakings under this Agreement; or
- (c) the Tenant fails to perform or observe the representations and warranties under this Agreement; or
- (d) the Tenant becomes bankrupt or go into voluntary liquidation otherwise than for the purpose of reconstruction or amalgamation or if an order of a court or a winding-up petition is made for its compulsory liquidation; or
- (e) the Tenant enters into any compensation or arrangement with its creditors; or shall make any assignment for the benefit of its creditors; or
- (f) the Tenant has a receiver appointed over the whole or any part of its undertaking or assets;

then, upon the occurrence of any of the above, the Landlord shall be entitled to terminate this Agreement by serving thirty (30) days' notice in writing to the Tenant (the "**Notice Period**") whereupon on the expiry of the Notice Period, it shall be lawful for the Landlord at any time thereafter to re-enter the Demised Premise or any part thereof and thereupon the Tenancy shall be terminated and the Tenant shall vacate the Demised Premise before the expiry of the Notice Period.

Provided Always that such termination shall be without prejudice to such other rights and remedies as the Landlord may be entitled to under this Agreement or otherwise provided by law and such termination shall also be without prejudice to the right of action of the Landlord in respect of any antecedent breach by the Tenant of any of the stipulations, terms, conditions and covenants under this Agreement.

- 7.2 On the termination of the term hereby created whether by effluxion of time or otherwise, the Tenant shall yield up the Demised Premise and all fixtures, fittings, matters and things thereto in any way belonging or appertaining to the Demised Premise in such good, clean and tenantable repair as shall be in accordance with the covenants of the Tenant herein contained with all locks and keys complete. The Tenant shall be entitled to remove all fixtures and fittings belonging to him, provided that all damages shall be made good by the Tenant after removal of such fixtures and fitting. Upon handing over of the keys, the Parties' representatives shall jointly inspect the Demised Premise and the Landlord shall be entitled to deduct from the Deposit such sums as may be necessary to repair and/or make good any damages or breaches by the Tenant. The Landlord shall not be obliged to refund any of the Deposit until the damages and/or breach has been made good or such repairs have been carried out or paid for.
- 7.3 If the Tenant on termination of the term hereby created by effluxion of time or otherwise fails to yield and vacate the Demised Premise aforesaid, the Tenant shall pay to the Landlord as agreed liquidated damages a sum equivalent to the pro-rated Monthly Rental for each day's delay thereto without prejudice to the Landlord's right to evict the Tenant or to take proceedings or other action to enforce the other rights of the Landlord at law or contained in this Agreement, including but not limited to the remedies specified hereof.
- 7.4 Notwithstanding any of the earlier provisions of this Agreement, the Tenant shall only be entitled to terminate the tenancy hereby created by giving the Landlord three (3) months prior notice in writing and the tenancy hereby created shall terminate upon the expiration of the said notice and thereupon this Agreement shall cease to be of any force and effect but without prejudice to the rights of the Landlord to claim from the Tenant in respect of any antecedent breach of any covenant or condition herein contained.
- 7.5 Notwithstanding Clause 7.1 and 7.4, the Landlord shall have the right to terminate this Agreement at any time without assigning any reason whatsoever, by way of a thirty (30) days' notice in writing to the Tenant of its intention to do so.
- 7.6 **Option to renew**
- (a) In consideration of the Monthly Rental payable by the Tenant under this Agreement and no existing breach of covenants on the part of the Tenant hereinafter contained, save and except this clause for renewal, at the request of the Tenant, the Landlord shall have the absolute discretion to renew the tenancy of the Demised Premise for a further term of two (2) years from the date of expiration of this tenancy or any other term as determined by UTSB, at a rental rate to be based on the prevailing market rate, subject to a maximum increase of not more than ten percent (10%) over the last preceding rental.

- (b) The said option shall be exercisable by a request in writing to the Landlord sixty (60) Business Days before the date of expiration of this Agreement and when the same is granted by the Landlord, the Tenant shall accept the tenancy of the Demised Premise and subject to the same terms and conditions of this Agreement, save and except for this Clause 7.6.

7.7 Monthly Tenant

If a further tenancy of the Demised Premise is not created by a document executed by the Landlord and the Tenant, but if the Tenant shall at the expiry of the said term remain in possession of the Demised Premise with the consent of the Landlord, the Tenant shall be deemed to be a monthly tenant thereof and such monthly tenancy shall be determined by thirty (30) days' notice but otherwise shall be subject in all respect of the terms and conditions herein contained.

7.8 Maintenance and upkeep of the Demised Premise

Upon the expiration or sooner determination of this tenancy, the Tenant shall yield up the Demised Premise in good and substantial repair and shall if requested by the Landlord, restore the Demised Premise to its original state and condition (fair wear and tear only excepted) as at the date the Tenant took possession of the Demised Premise at the cost and expense of the Tenant.

CLAUSE 8: MISCELLANEOUS

8.1 Force Majeure

- (a) In the event the Demised Premise or any part thereof at any time during the Tenancy Period being damaged, destroyed by fire, tempest or other inevitable cause of *force majeure* or anything beyond Parties control or any defects or want of repair, unfit for occupation and use for a period exceeding seven (7) Business Days, then and in every such case, the Monthly Rental hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended and ceased to be payable until the Demised Premise shall again be rendered fit for occupation and use for the purpose of this Agreement.
- (b) In the event if no steps have been taken by the Landlord to commence to reinstate the Demised Premise within fourteen (14) Business Days of such destruction or damage or if such steps having taken but the Demised Premise is not reinstated and made ready for occupation and use for the purpose of this Agreement within forty (40) Business Days from the date of happening of such destruction or damage, the Tenant may after the expiration of fourteen (14) Business Days or forty (40) Business Days, as the case may be, give the Landlord notice in writing, determining the term

hereby granted and thereupon this tenancy shall absolutely determine without prejudice to the right of either Party against the other in respect of any antecedent breach of any of the covenants and conditions herein contained.

- (c) In the event of such determination of the tenancy, any advance rent or Deposit paid to the Landlord less such an amount as proportionate to the Tenant's actual occupation of the Demised Premise shall be returned to the Tenant.
- (d) In the event of the Landlord not deciding to rebuild and reinstate the Demised Premise, then the Monthly Rental hereby reserved shall cease and determine from the happening of such destruction or damage as aforesaid and the Tenant will peaceably and quietly leave, surrender and yield up to the Landlord possession of so much of the Demised Premise as shall not have been destroyed.
- (e) For the avoidance of doubt, *force majeure* event as mentioned under this Agreement shall mean acts of God, strike, act of terrorism, Government intervention, lockouts or other industrial disturbances, wars, insurrection, epidemics, landslides, earthquakes, storms, lightning, floods, civil disturbances, explosions and any other similar events not within the control of either Party and which by the exercise of due diligence, neither Party is able to overcome.

8.2 Entire Understanding

This Agreement embodies the entire understanding of the Parties hereto with respect of the matters dealt with herein and supersedes any previous agreement or understanding between the Parties. Both Parties hereby acknowledge that in entering into this Agreement, it has not relied on any representation or warranty save as expressly set out herein or in any document expressly referred to herein.

8.3 Dispute Settlement

The Parties shall in the first instance, use their best efforts to resolve any disputes and or outstanding issues arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, by consultation or negotiation between the Parties.

8.4 Time

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

8.5 Fees and Costs

- (a) The Tenant hereto shall bear the stamp duty in respect of this Agreement and in connection with any assignment, sub-letting or surrender or other termination thereof other than by effluxion of time.
- (b) The Tenant shall be liable for solicitor and client costs in respect of any claims or legal proceedings instituted by the Landlord against the Tenant in enforcement of or arising out of any breach of the provisions of this Tenancy.

8.6 Notice

Any notice required to be served on the Parties hereto shall be in writing and shall be sufficiently served to the other Party if delivered or sent to him by prepaid registered post or left at the address herein, the Demised Premise or his last known address and shall be sufficiently served on the Landlord if delivered or sent by registered post to the Landlord at the address herein or its last known address. Any notice sent by registered post shall be deemed to have been served within four (4) days of posting of the notice, notwithstanding that it is returned undelivered through the post office.

The address referred to herein:

- (a) in the case of Landlord:

UNIVERSITI TELEKOM SDN BHD
c/o **UNITELE MULTIMEDIA SDN BHD**
Ground Floor, FCI Building,
Multimedia University,
Persiaran Multimedia,
63100 Cyberjaya, Selangor.

- (b) in the case of Tenant:

As per First Schedule.

8.7 Successors-in-title

This Agreement shall be binding on the successors-in-title and permitted assigns of each of the Parties hereto.

8.8 Governing Law

This Agreement shall be governed by and construed in all respect in accordance with the laws of Malaysia and the Parties hereby submit to the exclusive

jurisdiction of the courts of Malaysia in all matters connected with this Agreement.

8.9 Variations and Amendments

Any amendment to this Agreement shall be made in the form of written amendment fully agreed to and signed by the Parties hereto and any arrangement made between the Parties not specifically provided for under this Agreement shall be in writing and signed by the Parties.

8.10 Compulsory Acquisition

In the event that the land and/or Demised Premise or any part thereof shall during the Tenancy Period be or become affected by any notice of acquisition or intended acquisition under the Land Acquisition Act 1960 or other legislation in Malaysia, the Landlord shall immediately provide written notice thereof to the Tenant and the Landlord shall be entitled to terminate this Agreement herein with effect from the date of notice acquisition or the intended acquisition whereupon the Landlord shall forthwith refund to the Tenant the Deposit.

8.11 Assignment

The Tenant shall not have the right to assign or novate its rights and obligations, in whole or in part thereof, of this Agreement or in any other way dispose this Agreement, without the prior written consent from the Landlord.

8.12 Severability

- (a) If one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable under any Applicable Laws or decision, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision(s) shall be deemed deleted. Each Party shall, in any such event, execute such additional documents as the other Party may reasonably request in order to give valid, legal and enforceable effect to any provision, which is determined to be invalid, illegal or unenforceable, to the extent permitted by law. If any provision shall be void, illegal or unenforceable but would be valid and enforceable if read down, then that provision shall be read down to the extent necessary to render the provision valid and enforceable.
- (b) If further lawful performance of this Agreement or any part of it shall be made impossible by the final judgment or final order of any court of competent jurisdiction, commission or government agency or similar authority having jurisdiction over either Party, the Parties shall forthwith use their reasonable endeavours to agree on the amendments to this Agreement so as to comply with such judgment or order.

8.13 No waiver

Any delay, indulgence, forbearance or time given by the Parties hereto shall not constitute or be deemed to be a waiver of any rights accruing to such Party or prejudice any of the Party's rights herein contained.

8.14 Exclusion of Liability

Except in the event of willful default or gross negligence, the Landlord shall not be liable for any loss, damage, costs and/or expense including personal injury or damage to property incurred or sustained by the Tenant, its servant, agents and/or invitees or any other party related to the Tenant arising from or incidental to any of the following:-

- (a) any interruption to the business of the Tenant as a result of the carrying out of any additions, alterations, renovations, repair, maintenance or any such other works by the Landlord with respect to the Demised Premise; and/or
- (b) fire, flood, storms, tempest, landslide, earth movement, riots, civil commotion, strikes, an act of God or any other *force majeure* event; and/or
- (c) burglary, theft, lock-out, lock-in, rodents, termites or other insects; and/or
- (d) any other acts and/or omissions of any occupants, tenants, licensees and/or invitees of the other parcels adjoining or nearing the Demised Premise.

8.15 Act or default of Tenant's agents etc.

For the purpose of this Agreement any act, default or omission of the agents or servants of the Tenant shall be deemed to be the act, default or omission of the Tenant.

8.16 Taxes

All payments including but not limited to Monthly Rental and Deposit under this Agreement which to be made by the Tenant to the Landlord are exclusive of the applicable Taxes. The Tenant agrees to pay all applicable Taxes including those paid or payable by the Landlord under this Agreement. In the event that payment of any amount to the Landlord under this Agreement becomes subject to Taxes obligation on sums due to the Landlord under this Agreement, such Taxes shall be borne and paid by the Tenant in addition to the payment due to the Landlord.

8.17 Confidentiality

8.17.1 Each Party shall:

- (i) treat as confidential and keep secret all confidential information which has already been disclosed to it pursuant to this Agreement; and
- (ii) take all proper and effective precautions to prevent the disclosure of the confidential information to unauthorised persons and to preserve the secrecy and confidentiality of the confidential information and, in particular but without in any way limiting the generality of the foregoing, take all necessary action to prevent unauthorised persons from obtaining access to the confidential information whether by direct or indirect exposure.

8.17.2 All confidential information disclosed remains the property of the Landlord and the receiving party obtains no right of any kind to any confidential information disclosed to it. Upon a written request from the Landlord for the return of the confidential information by the receiving party or upon termination of this Agreement, the receiving party shall within seven (7) Business Days return or destroy all documents and materials supplied by the Landlord whether it is in written, electronic, graphic or physical form and all copies or reproductions thereof, containing all the confidential information to the Landlord and where applicable shall delete all confidential information from any computer, word processor or other device containing it. The receiving party shall certify in writing to the Landlord that it has complied with the requirements of this Clause. However, the receiving party shall be entitled to retain copies of the confidential information forming part of its working files for the purpose of disclosure required by law or regulatory authorities or its contained in the receiving party's board or committee papers or where retention is required by internal policy for record purposes, provided further that, the confidentiality obligations contained in this Agreement shall continue to apply to such confidential information retained. Notwithstanding the return of documents and materials as provided in this Clause, the receiving party hereby agrees to continue to be bound by the terms and conditions of this Agreement.

8.17.3 Except with prior written consent of the disclosing party, the party receiving confidential information shall not, at any time:

- (i) communicate to any person or body or entity, any confidential information disclosed to them for the purpose of the provision of their professional services or discovered by them in the course of the provision and performance of the obligations as required under this Agreement.
- (ii) make public any information as to the recommendations, assessments and opinion formulated in the course of or as a result of the provision or performance of the obligations as required under this Agreement.
- (iii) make or caused to be made any press statement nor publish any material whatsoever relating to the Agreement.

- (iv) use or permit to be used in any manner the confidential information for any purpose whatsoever except for the purposes expressly authorised by the other party.

8.17.4 Each Party shall limit the disclosure of confidential information to its employees or agents who have a need to know such confidential information for the purpose of fulfilment of such Party's obligations under this Agreement.

8.17.5 Clause 8.17.1 and 8.17.3 shall not apply to confidential information which:

- (i) was in the possession of the receiving party prior to the commencement of the Agreement other than information provided to it by the disclosing party on a confidential basis;
- (ii) information that is or becomes available in the public domain through no violation of this clause;
- (iii) information that is independently developed by the receiving party prior to the execution of this Agreement; or
- (iv) disclosure is required by law or by a court of law.

8.17.6 For the purposes of this Clause 8.17, the reference to 'confidential information' shall mean a reference to information which by its nature is confidential or ought to be deemed as confidential or is otherwise communicated to the other party in writing as being information that is confidential.

8.17.7 Notwithstanding the terms of this Clause, the receiving party of confidential information may disclose the terms of this Agreement to its holding company and its related companies, solicitors, auditors, insurers, accountants and financiers. The confidentiality obligations herein shall survive any expiration and/or termination of this Agreement.

8.18 **Electronic Signature**

The Parties hereby consent to electronic signatures being equal to signatures inked on paper. This signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Digital Signature Act 1997, Electronic Commerce Act 2006, or any other applicable law in the relevant jurisdiction. The delivery of a copy of this Agreement bearing an original or electronic signature by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means would still be regarded as a document signed and inked on paper.

CLAUSE 9: RIGHTS RESERVED TO THE LANDLORD

9.1 Free and uninterrupted passages

Notwithstanding anything to the contrary, the Landlord shall have free and uninterrupted passage to the infrastructure, pipes, conduits, machine rooms, switch rooms, pump rooms, air handling unit (AHU) or any part of the Common Areas within or accessible through the Demised Premise and shall have the right to inspect and conduct any repairs, servicing and maintenance work through the same, provided always that, the Landlord and its agents, employees and contractors act in a manner that will minimize any interference with the Tenant's conduct of business and use of the Demised Premise and the Landlord shall make good all damages occasioned by the exercise of such rights.

9.2 Common Areas

Notwithstanding anything herein contained, the Landlord shall have absolute discretion over the use of the Common Areas and any income derived therefrom shall be due to the Landlord solely and shall not be deemed to belong to the Tenant.

9.3 Rules and regulations

The Landlord shall have the right at any time and from time to time to make, add, amend, cancel or suspend the Rules and Regulations in respect of the Building as in the judgement of the Landlord may from time to time be required for the management, safety, care or cleanliness of the Building or for the preservation of good order thereon or for the convenience of the Tenants, and all such Rules and Regulations shall bind the Tenant upon the date on which notice in writing thereof is given to it by the Landlord. If there shall be any inconsistency between the provisions of this Agreement and the provisions of such Rules and Regulations the provisions of this Agreement shall prevail.

9.4 Conduct of fire drills

Notwithstanding anything to the contrary herein contained the Landlord may whenever it deems necessary conduct or cause to be conducted fire drills or any other safety exercise and the Landlord shall be entitled to shut down or disconnect the air-conditioning, lift service and electricity supply or any other services and facilities that the Landlord shall deem necessary for the purpose of conducting the fire drills or other safety exercises and the Landlord shall not be responsible or liable for any loss or damage arising from the shut down or disconnection of any of the aforesaid.

(the rest of this page is intentionally left blank)

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement the day and year first above written.

SIGNED by)
for and on behalf of)
UNIVERSITI TELEKOM SDN. BHD.)
In the presence of:)

Name:
Designation:

Name:
Designation:

SIGNED by)
for and on behalf of)
XXXX)
In the presence of:)

Name:
Designation:

Name:
Designation:

FIRST SCHEDULE

(Which is to be taken, read and construed as an essential part of this Agreement)

<i>Item No.</i>	<i>Item</i>	<i>Particulars</i>
1.	Tenant's Full Name	
2.	Registration No.	
3.	Country of Incorporation	
4.	Law of Incorporation	
5.	Registered Address	
6.	Principal Business Address	
7.	Principal/nature of Business	

SECOND SCHEDULE

(Which is to be taken, read and construed as an essential part of this Agreement)

<i>Item No.</i>	<i>Item</i>	<i>Particulars</i>
1	Demised Premise	(a) Description: (b) Building:
2	Tenancy Period	1 year
3	Effective Date	1 ST JULY 2022 – 31 ST JUNE 2023
4	Monthly Rental	RM
5	Deposit	Rental Deposit (3 Months) – Security Deposit – RM1,000.00 Total –
6	Purpose of Tenancy	Rental of space
7	Operation Hours	

THIRD SCHEDULE

(Which is to be taken, read and construed as an essential part of this Agreement)

Further to Clause 5, the obligations of the Tenant are, inter alia:

- (a) to ensure that the Tenant and his employee(s) are at all times, dressed in clean, suitable and proper clothing which shall not contribute to any contamination of food including an outer overall or apron, head cover and footwear.
- (b) to ensure that the Tenant and his employee(s) are at all times, maintain a high degree of personal cleanliness and is not suffering from, or is a carrier of food-borne diseases or suspected to be suffering from, or to be a carrier of food-borne diseases.
- (c) to ensure at all times that the Demised Premise, tables, cutlery, chairs and its surrounding areas are clean.
- (d) to install, put up or display price signs for all types of food, drinks and other related goods sold in the Demised Premise. The price list and any proposed revisions to the said list shall be approved by the Landlord at the time of application to operate the business.
- (e) to submit a written report to the Landlord within seven (7) days of any damages or defect to the Demised Premise and to the fittings therein such as tables and chairs, which are provided by the Landlord.
- (f) to prepare, store or sell only 'halal' food and/or drinks for the customers' consumptions.
- (g) to ensure that during the subsistence of the tenancy, the Tenant and his employee(s) attend any in-house trainings or courses conducted by the Landlord or to undergo any health tests or check-ups, if and when instructed by the Landlord to do so and all expenses incurred in undergoing the health test or check-ups shall be borne by the Tenant.
- (h) to ensure that all rubbish and waste are disposed at the prescribed area and in the manner in accordance to the Solid Waste And Public Cleansing Management Act 2007 and other local or municipal law(s) and regulation(s).
- (i) to be responsible to clean and maintain the grease trap at the Demised Premise.
- (j) to ensure that the Tenant and his employee(s) wear their Tenant's pass at all times while on the Landlord's compound.
- (k) to cease its business operations in the Demised Premise temporarily to allow the Landlord to conduct any investigation or query with regard to any complaint against the Tenant. The Tenant agrees that the Landlord has the sole and absolute discretion to determine as to the period for the Tenant to temporarily cease its business.

- (l) to provide fire extinguisher and a first aid kit in the Demised Premise at the Tenant's own cost.
- (m) In the event that that the Tenant wishes to lodge any complaint with the Landlord, the Tenant is required to write a formal complaint to personnel in charge for this Agreement.
- (n) Should the Tenant and/or its employees is found by the Landlord to pose any physical or verbal threaten to any of the Landlord's staff, MMU's students, other tenants, vendors and any other customers, the Landlord shall have the right to issue a warning letter to the Tenantand request for the immediate removal of the perpetrator. In the event that the Tenant does not comply or if such threats arise again, the Landlord shall have the right to terminate this Agreement immediately by giving twenty-four (24) hours' notice of termination to the Tenant.
- (o) Should the Tenant is found by the Landlord to prevent its officials authorized by the Landlord to perform his duties and/or enforce laws/regulations on behalf of the Landlord, the Landlord shall have the right to terminate this Agreement immediately by giving a twenty-four (24) hours' notice of termination to the Tenant.

ANNEXURE A: THE MERIT SYSTEM
Purpose use of the Demised Premise: Sale of Food & Beverage

		Particulars of Offences	Demerit Points
Eating Area	1	Dirty chairs and tables.	
	2	Leftover food and eating utensils left exposed and unwashed.	
	3	Presence of insects/ flies/ cats/ rats and other pests.	
Counter Service/Area	1	Uncovered food and no designated serving utensils for each type of food.	
	2	Counter area/ food or drink containers were dirty.	
	3	No display of menu and price list for food and beverages.	
	4	Food containers, plates, glasses and eating utensils were oily and dirty.	
	5	Presence of dangerous equipment at the counter area.	
Food Preparation Area/Kitchen	1	Dirty/messy cooking area.	
	2	Dirty fridge with a bad odour.	
	3	Dirty and oily walls .	
	4	Dirty/ clogged sink with presence of rubbish.	
	5	Dirty/ oily/ slippery floor.	
	6	Disorganized and dirty cooking appliances (including of food preparation area), raw ingredients and sharp kitchen utensils.	
	7	Presence of rubbish. Uncovered garbage bins and/or bins without garbage bag.	
	8	Dirty drains/ a lot of unwanted food in the drainage area.	
	9	Cobwebs on the ceiling area.	
Workers At Premise Area	1	Without vendor security pass.	
	2	Without covered shoes/ apron/ head coverings.	
	3	Poor self-hygiene (long and dirty finger nails and hair).	
	4	Typoid injection tag/ business license and food handling course certificate were not displayed.	
	5	Unregistered workers employed in the food premise.	

Others	1	Failure to comply with the Operating Hours.	
	2	Poor payment record - late payment in the Monthly Rental and utilities.for two (2) consecutive months.	
	3	Poor cooperation by the Tenant such as ignoring reminders, notices, memos and warning letters by the Landlord.	
	4	Smoking in the Landlord's compound.	
	5	Traffic offence (do no display the University's car sticker).	
	6	Failure to comply with food / beverages menu and pricing which was agreed by UTSB earlier.	
	7	Other offences and violation of the University's rules and policy.	
	8	Findings of investigation as a result of complaints made by students, staff and customers to the Landlord.,.	
	9	Failure to obtain the Landlord's approval prior to renovation works.	
	10	Failure to obtain the Landlord's approval on closure/ leave of business operation.	
	11	Selling other items or services without the Landlord's approval.	

Rules:

Demerit Points in twelve (12) months from the commencement of the tenancy	Action to be taken by the Landlord against the Tenant
More than 75 points	Show cause and may subject to termination of this Agreement.
50 to 74 points	Show cause.
More than 30 points	Warning letter
Below 29 points	A reminder to the Tenant to improve to ensure the renewal of their contract is not affected.

If the total de-merit points exceed 75 points within the Tenancy Period, the tenancy shall not be renewed.