



LIVEIN MANAGEMENT PROGRAM

OWNER ONBOARDING FORM
(Deferred Payment Scheme Renovation)

MANAGEMENT SERVICES AGREEMENT

Date: _____

A. PARTICULARS OF OWNER

Subject	Particulars
Name	
NRIC No. / Registration No. (whichever applicable)	
Telephone No.	
Email Address	
Address	
Bank Particulars of Owner (for rental purposes)	Bank Name: Account Name: Account Number: Swift Code: Bank Address (Foreign Bank): Bank Branch Code:

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B. PARTICULARS OF PROPERTIES

Address of Properties: _____

No.	Location (Name of Building and Unit No.)	No. of Rooms	No. of Parking Lots	Fixtures & Fittings <i>(refer to List of Fixtures & Fittings)</i>	No. of Tenant(s)
1.				[Yes / No]	
2.					
3.					
4.					
5.					
6.					
7.					
8.					

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C. TERM

Subject	Particulars
Date of Commencement of Management Services (“Commencement Date”)	
Term of Management Services (“Term”)	Three (3) year(s) from the Commencement Date
Date of Delivery / Vacant Possession (“VP Date”)	

D. PAYMENT ARRANGEMENT

Subject	Particulars
Owner’s Entitlement	[xx]% of Collection Sum, subject to deduction of Owner’s Expenses
LiveIn’s Entitlement	[yy]% of Collection Sum, subject to deduction of LiveIn’s Expenses

Note:

“Collection Sum” means the actual rental sum collected from LiveIn tenants at the Property.

“Expenses” means the expenses borne by either Owner or LiveIn in accordance with the “General Terms & Conditions of the Management Services Agreement”.

E. RENOVATION SERVICES WITH DEFERRED PAYMENT SCHEME

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Please specify if the Owner wishes to opt for the Renovation Services provided by LiveIn, with Deferred Payment Scheme, if “Yes” then the following subjects shall be read together with the terms and conditions outlined in the Appendix of the General Terms & Conditions of the Management Services Agreement.

Subject	Particulars
Renovation Fee	
Renovation Period	0 month(s) from the VP Date

Note: The provision of Renovation Services is contingent upon the approval of the Deferred Payment Scheme Application submitted by the Owner to the Deferred Payment Scheme Provider.



F. SPECIAL CONDITIONS

The Parties expressly covenant and agree that the Management Services Agreement shall in addition to the terms and conditions set out in LiveIn's General Terms & Conditions of the Management Services Agreement be further subject to the special conditions set out below (if any) ("**Special Conditions**") and in the event of any conflict, discrepancies or variance, the Special Conditions set out below shall prevail but only to the extent that such terms are inconsistent or different from the other terms.

Nil

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G. AGREEMENT & ACCEPTANCE BY OWNER

This Owner Onboarding Form shall be referred to as the “**Form**” in the “**General Terms & Conditions of the Management Services Agreement**”, available at [<https://home.livein.com/my/management-terms-and-conditions>.]

I/We, have read, fully understood and accept the terms and conditions set out in LiveIn’s “**General Terms & Conditions of the Management Services Agreement**” and the **Special Conditions** (if any) set out in Section F of the Owner Onboarding Form.

I/We, declare that all the information provided in the Owner Onboarding Form herein is true, correct and complete and LiveIn may proceed to provide management services to me/us in reliance on this information and according to LiveIn’s “**General Terms & Conditions of the Management Services Agreement**”. Any personal data provided by me/us to LiveIn in connection with the management services is subject to the Privacy Policy of LiveIn, available at <https://home.livein.com/privacy-policy>.

Signed by Owner

Name:

NRIC No. / Registration No.:

AGREEMENT & ACCEPTANCE BY LIVEIN

Signed by LiveIn

Name:

Title:



GENERAL TERMS & CONDITIONS OF THE MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement ("**Agreement**") shall be effective on the date of execution of the Owner Onboarding Form to Management Services Agreement (the "**Form**") between the person whose details are set out in **Section A (Particulars of Owner) of the Form ("Owner")** and **LiveIn Sdn Bhd** (formerly known as Hostel Hunting Sdn Bhd) [**Registration No.: 201301041184 (1071007-U)**] ("**LiveIn**"). The Owner and LiveIn shall collectively be referred to as "**Parties**" or each of them a "**Party**".

For the avoidance of doubt, these **General Terms & Conditions of the Management Services Agreement** shall be incorporated into the Form and shall collectively be referred to as the "**Management Services Agreement**".

1. Services:

1.1. The Owner is the registered and/or beneficial owner and/or the operator and/or the manager of all the properties as described under **Section B (Particulars of Properties)** of the Form ("**Properties**").

1.2. The Owner agrees to appoint LiveIn to manage the Properties with full right and discretion without any interference from the Owner to do or cause to be done all or any of the following management services ("**Services**") in the name and on behalf of the Owner, including but not limited to, where relevant, for a term as stated under **Section C (Term)** of the Form ("**Term**") upon the terms and conditions hereinafter contained:-

- (a) list the Properties on LiveIn's platform for rent at such rental and duration as LiveIn deems fit in LiveIn's discretion to LiveIn's platform users and/or customers and/or tenants ("**Tenants**),
- (b) accept bookings upon such terms and conditions as LiveIn deems fit;
- (c) Manage all enquiries, vacancies, acceptance of bookings upon a booking acceptance on the LiveIn's platform;
- (d) to arrange for the Tenants to execute the tenancy agreement if necessary based on the terms and conditions agreed by the Owner and Tenants;
- (e) handover vacant possession of the Properties booked by any Tenants on such date specified by the Tenants via the LiveIn's platform;
- (f) collect the security deposit, access card deposits or any other monies as required by the Owner of the Properties ("**Security Deposit**") from the Tenants and forward the Security Deposit to the Owner;
- (g) retain the utilities deposit paid by the Tenants until the expiry of the tenancy agreement entered between the Tenants and the Owner and thereafter release to the Owner or the Tenants, as the case maybe, subject to the terms and conditions of the tenancy agreement;
- (h) LiveIn shall collect the rental sum(s) paid by its Tenants who stay at the Properties

("Collection Sum"), which shall then be shared and distributed between the Owner and LiveIn in such proportions as set out in **Section D (Payment Arrangement)** of the Form, subject to the deductions according to clause 2:-

- (i) the Payment Cut-Off Day for both the User and/or the existing tenants of the Accommodation is on or before 5:00 p.m. every Tuesday ("**the Cut-Off Date**"). Payments to the Owner are scheduled on or before 5:00 p.m. every Friday; and
- (ii) if the User and/or the existing tenants make rental payments on or before the Cut-Off Date, the rentals will be released to the Owner on the Friday of the same week; or
- (iii) in the event that the User and/or the existing tenants make monthly rental payments after the Cut-Off Date, the rentals will be released to the Owner on the Friday of the following week;

Notwithstanding the above, LiveIn will use reasonable effort to collect all rental of the Properties from the Tenants but makes no guarantee as to the payment made by the Tenants;

- (i) render to the Owner a monthly accounting of rentals received and/or any expenses paid or incurred for the Properties not later than the fourteenth (14th) day of each succeeding month throughout the Term of this Agreement; and
- (j) such other necessary action to facilitate the Services as LiveIn deems fit.

2. Payment Terms:

2.1. The Owner agrees to pay to LiveIn such amount of distribution according to **Section D (Payment Arrangement)** of the Form ("**LiveIn's Entitlement**") in exchange for the provision by LiveIn of the services contemplated hereunder to the Owner in respect of the Properties.

2.2. The Owner hereby authorises LiveIn to automatically deduct from such amount of distribution payable to the Owner according to **Section D (Payment Arrangement)** of the Form ("**Owner's Entitlement**"), the charges, costs and expenses below:

- (a) One (1) month's administration fee(s) per yearly contract, pro-rated according to the tenancy tenure of the Tenants, payable in the first month of every new booking, calculated based on the following formula:

$$\text{Administration fee(s)} \\ = \text{monthly rental price} \times (\text{tenure}/12)$$

- (b) the expenses incurred in maintaining the Property in good and tenantable repair and any other applicable fee(s), including but not limited to the maintenance costs as set out under clause 3 below, in accordance with this Agreement; and



(c) distribute and pay the remaining sum of the Owner's Entitlement, after deducting the sums under clauses 2.2(a) and 2.2(b) to the Owner on or before 15th day of the following each calendar months during the tenure of the tenancy with the relevant Tenants.

2.3. The payment deduction authorisation under clause 2.2 above shall remain in effect so long as the provision of the services contemplated hereunder continues during the duration of the Term.

3. Maintenance Costs:

3.1. The Owner acknowledges and agrees that all maintenance costs, including but not limited to in-room maintenance, structural maintenance, plumbing, wiring, and any related repairs, shall be borne by the Owner as part of their property ownership responsibilities. LiveIn will provide maintenance service to address the wear and tear of the Properties which includes repairs to fixtures, fittings, and any components that naturally wear out through regular usage.

Examples:

Costs borne by Owner	Costs borne by LiveIn
Damage to concealed pipes and plumbing	Clogged toilet due to improper use
Air-conditioner malfunction due to compressor breakdown	Air-conditioner service & leaking
Electricity tripping or burnt fuses	Bidet hose leaking
Damage to water heaters	Broken fixtures and fittings due to usage
Malfunctioning of electrical appliances	General upkeep and housekeeping of the unit

All unit air-conditioners must be inspected by LiveIn and in good condition before the date as stated under **Section C (Term) of the Form ("VP Date")**.

3.2. One (1) month warranty is required for all the wears and tears from the Owner when the first Tenant move into the unit.

3.3. The Owner shall bear the following costs and expenses in relation to the Property, in the case where the Property is an entire building:

- (a) building structural maintenance;
- (b) power generator and generator room upkeep and maintenance;
- (c) rental and maintenance of any gymnasium and other facilities; and
- (d) lift service and maintenance.

3.4. LiveIn shall bear the following costs and expenses in relation to the Property:

- (a) general upkeep and maintenance of common areas (in the case where the Property is an entire building);
- (b) general upkeep and maintenance of outdoor compound (in the case where the Property is an entire building);
- (c) employment and salaries of building admin(s) (in the case where the Property is an entire building);
- (d) employment and salaries of security personnel (in the case where the Property is an entire building);
- (e) employment and salaries of cleaner(s) or housekeeper(s); and
- (f) repair(s) of any damage caused by Tenants' negligence or misuse of the Property including its fixtures and fittings.

3.5. In the event of any required maintenance or repairs by the Tenants, LiveIn may:-

- (a) proceed with the necessary actions to repair the premises, replace or repair any equipment or infrastructure of the Properties and the costs incurred for such maintenance or repairs shall be deducted from the Owner's Entitlement in the immediately following month; or
- (b) request the Owner to repair the premises, replace or repair any equipment or infrastructure of the Properties; failing which:-
 - (i) in the event that the Owner does not make such repairs or replacements, LiveIn shall have the right to hire any third party of its choice to perform such works, and any such costs shall be borne by the Owner and henceforth be deducted from the Owner's Entitlement in the immediately following month; and
 - (ii) in the event that the repairs or replacements are not resolved within fourteen (14) days from LiveIn's request, and is negatively impacting LiveIn's business activities, the Owner's Entitlement payable to the Owner shall be deducted on a prorated basis based on the number of days such negative impact persists; and
 - (iii) in the event that there are more complicated situations, both Parties agree to discuss and resolve the same amicably and in good faith in the shortest time practicable.

4. Conditions Precedent to Commencement of Services:

4.1. The commencement of the Term shall be conditional upon the fulfilment by the Owner of the following conditions precedent at its own costs and expenses ("**Conditions Precedent**"):



- (a) the delivery of vacant possession of the Property (unless if otherwise tenanted, then the Property shall be delivered along with the existing tenants who shall be onboarded to LiveIn) together with such fixtures and fittings on the **VP Date**;
- (b) if applicable, provide a copy of the tenancy agreement with the existing tenant of the Properties; and
- (c) If the Owner opts for the Renovation Services (i.e., indicates "Yes" in Section E (Renovation Services with Deferred Payment Scheme) of the Owner Onboarding Form to the Management Services Agreement), the Owner must obtain approval for the Deferred Payment Scheme Application submitted to the Deferred Payment Scheme Provider (as stipulated in the **Appendix of the General Terms & Conditions of the Management Services Agreement**) and provide a copy of the approval to LiveIn
- 4.2. The Conditions Precedent shall be fulfilled by the Owner within fourteen (14) days from the date of execution of the Form subject to any extension of time to be granted by LiveIn in writing (the "**Conditional Period**").
- 4.3. Upon receipt by LiveIn of documentary proof of the full satisfaction of the Condition Precedent from the Owner, the commencement of the Term shall become unconditional.
- 4.4. In the event that the Owner fails to fulfill all of the Conditions Precedent within the Conditional Period, this Agreement shall be deemed terminated with immediate effect and thereupon this Agreement shall become void and cease to have any effect.
- 5. Renewal of the Services:**
- 5.1. This Agreement shall be renewed automatically for such extended periods (the "**Renewed Term(s)**") based on the following terms and conditions:
- (a) each of the Renewed Term(s) shall be equivalent to the original Term;
- (b) other terms and conditions in this Agreement shall remain valid and binding except otherwise agreed between the Owner and LiveIn in writing; and
- (c) the Renewed Term(s) shall continue in full force and effect unless earlier terminated in the manner stated herein.
- 6. Owner's Covenants:**
- 6.1. The Owner hereby covenants to:
- (a) provide all reasonable information and assistance as may requested by LiveIn;
- (b) execute and deliver the tenancy agreement expeditiously with the Tenants as request by LiveIn from time to time;
- (c) allow LiveIn and/or its Tenants to peacefully hold and enjoy the Property throughout the Term and subsequent Renewed Term(s) without any interruption by the Owner or any person rightfully claiming under or in trust for the Owner save for any breach by LiveIn on its payment obligation to the Owner in accordance with the terms and conditions of this Agreement;
- (d) pay all quit rent, assessments, rates, taxes and all other outgoings payable for all the Property which are or may hereafter be charged or imposed upon the Property and payable by the Owner;
- (e) pay all service charges, management and/or maintenance charges, sinking fund, sewerage charges and all outgoings imposed or charged upon the Property and/or upon the Owner as the owner of the Property;
- (f) pay the monthly subscription fees for the Wi-Fi internet connection installed in the Property;
- (g) pay the costs for water filter cum dispenser and its installation fees thereof to the service provider to be appointed by LiveIn;
- (h) irrevocably authorises LiveIn to deduct any sum, fee and cost stated in clauses 6.1(d), 6.1(e), 6.1 (f) and 6.1(g) from the following month's Owner's Entitlement;
- (i) keep the Property in good and tenable repair condition including the main structure, walls, roofs, floors, piping and electrical wiring up to the main meter of the Property;
- (j) insure and keep insured at all times all the Property against loss or damage by fire, storm, floods or tempest and to pay all premiums for the same;
- (k) release and discharge LiveIn from all claims and liabilities arising out of or caused by any loss and damage of the Properties or hazard whether or not covered by the insurance policies of the Properties;
- (l) not terminate this Agreement prematurely before the expiry of the Term and any Renewed Term(s) thereafter; and
- (m) cooperate with and assist LiveIn in all matters in respect of any government regulations on security, safety, fire prevention, sanitation, and any other laws, rulings and regulations from the government and local authorities.
- 7. LiveIn's Covenants:**
- 7.1. LiveIn agrees to guarantee the Owner against the default of payment of Collection Sum by any runaway Tenants ("**Defaulting Tenant(s)**") whereby LiveIn shall pay to the Owner the one month per year pro rated to the remainder of the tenancy equivalent to the Collection Sum by the Defaulting Tenant(s).
- 7.2. LiveIn shall not use the Property for any illegal, unlawful or immoral purpose.
- 7.3. LiveIn agrees that it shall obtain written approval from the Owner before any structural changes or modifications to any part of the building or any fixtures



and fittings in the Property.

- 7.4. LiveIn agrees to collect the utilities from Tenants and pay the utilities to the electricity utility, water and sewerage companies.

8. Management of Properties:

- 8.1. The Owner hereby irrevocably and unconditionally agree that LiveIn shall be at full liberty to do any or all of the following throughout the Term and/or any of the Renewed Term(s) without any further notice or reference to the Owner:

- (a) to manage the Property and handle all administrative matters with the Tenants throughout the Term without having to obtain the consent of the Owner and without any interference from the Owner;
- (b) to deal with the Tenants in the manner as it deems fit;
- (c) to impose any terms and conditions on the Tenants including the rental of the Property and/or the rooms erected therein;
- (d) to keep all the Collection Sum, utilities and other deposits collected from the Tenants for the purposes stated in the tenancy agreement(s);
- (e) to keep the Collection Sum paid by the Tenants to LiveIn for distribution in accordance with clause 2.2;
- (f) to arrange for the Tenants to execute the tenancy agreement if necessary based on the terms and conditions agreed by the Owner and Tenants;
- (g) maintain the Property in good and tenantable repair where:
 - (i) if the damages are caused by the Tenants, LiveIn shall bear the costs of repairs;
 - (ii) if the damages are not caused by the Tenants, LiveIn shall bear the costs of repairs that are less than Ringgit Malaysia Eighty (RM80.00) only. Any costs of repairs that shall be more than Ringgit Malaysia Eighty (RM80.00) shall be paid by the Owner by deducting from the following month of Owner's Entitlement from the date LiveIn shall be made notified; or
 - (iii) if there is normal wear and tear, any costs of repair or maintenance shall be paid by the Owner by deducting from the following month of Owner's Entitlement from the date LiveIn shall be made notified; and
- (h) (where the Property is an entire building) decide and execute on general upkeep and property management matters of the Property such as but not limited to management of security guards, landscaping, allocation of parking spaces and management of facilities in the Property;

- (i) (where the Property is an entire building) allow LiveIn to exhibit any internal and external advertisement, announcement or signboards as LiveIn may deem fit and necessary;
- (j) charge the Tenants on top of the Collection Sum(s) for any additional service(s) rendered by LiveIn or by any party contracted by LiveIn;
- (k) allow LiveIn to issue invoice(s), receipt(s) and collect rental(s) from the Property; and
- (l) yield up the Property at the expiration or sooner determination of this Agreement in good repair and condition (fair wear and tear excepted) in accordance with the covenants hereincontained.

9. Right of First Refusal:

- 9.1. LiveIn shall have the right of first refusal to purchase the Property. If at any time during the Term (including any Renewed Term), the Owner shall receive a bona fide offer from a third party to purchase the Property, which offer the Owner shall desire to accept, the Owner shall promptly deliver to LiveIn a true copy of such offer, and LiveIn may, within 30 days thereafter, elect to purchase the Property on the same terms as those set forth in such offer, except that LiveIn shall be credited against the purchase price to be paid by LiveIn, with a sum equal to the amount of any brokerage commissions (if any) which the Owner shall save by a sale to the Manager.
- 9.2. If the Owner shall receive a bona fide offer for the purchase of the Property, which is not consummated eventually between the Owner and the third party offeror, LiveIn's right of first refusal hereunder shall remain valid and applicable to any subsequent offer(s).
- 9.3. If the Owner sells the Property after LiveIn not exercising its right of first refusal hereunder, such sale shall remain be subject to this Agreement, and the right of first refusal hereunder shall continue to be binding upon the new owner of the Property and be applicable to any subsequent sale of the Property.

10. Termination:

- 10.1. In the event that either Party:
- (a) defaults under any provision of this Agreement which is not capable of being remedied or if being capable of being remedied such default has not been remedied within fourteen (14) days from the written notice to the defaulting party requesting action to remedy the same; or
 - (b) fails to comply with any term or condition of this Agreement or any of its warranties under this Agreement, the following shall transpire:
 - (i) if the defaulting party shall be the Owner, LiveIn shall be entitled to terminate this Agreement by giving a written notice to the Owner with three (3) months' notice. The Owner shall be liable to pay all damages, losses, penalties, charges, costs and expenses incurred or suffered by LiveIn including legal costs limited to a



- sum no more than three (3) months of LiveIn's Entitlement.
- (ii) if the defaulting party shall be LiveIn, the Owner shall be entitled to terminate this Agreement by giving a written notice to LiveIn with three (3) months' notice whereupon LiveIn shall continue to pay the Owner's Entitlement to the Owner until the expiry of the said written notice.
- 10.2. Notwithstanding clause 10.1, LiveIn shall be entitled to terminate this Agreement by giving three (3) months' written notice to the Owner in which event the Owner shall continue to be entitled to the payment of Owner's Entitlement until the expiry of the said written notice.
- 10.3. In the event of termination:
- (a) LiveIn shall within 30 days from such termination, return to the Owner vacant possession of the Property in repairable condition, save for reasonable wear and tear;
- (b) the Owner shall within 30 days from such termination, return to LiveIn any security deposit or other deposit(s) as may be held by the Owner under this Agreement; and
- (c) subject to the satisfaction of clauses 10.3(a) and 10.3(b) above, neither Party shall be held liable to the other under this Agreement save and except for any antecedent breach of this Agreement.
- 10.4. Notwithstanding the termination of this Agreement, any provisions that, by their nature, should survive termination, including but not limited to warranties, representations, confidentiality obligations, intellectual property rights, and dispute resolution mechanisms, shall continue to be binding on the Parties.
- 11. Warranties & Representations:**
- 11.1. The Owner warrants and represents to LiveIn that:
- (a) the Owner is the registered and/or beneficial owner of the Property and has the full power to rent the Property to LiveIn as contemplated under this Agreement ;
- (b) the Owner has full legal right, power and authority and has obtained and shall maintain in full force and effect all necessary licence(s), approval(s) and consent(s) required of the Owner to enter into, execute and deliver this Agreement, to perform fully the Owner's duties and obligations under this Agreement;
- (c) all information, whether oral, written, electronic or in any other form, provided by the Owner to LiveIn for the purpose under this Agreement are true, accurate and complete;
- (d) the Owner is not bankrupt and there is no proceeding for bankruptcy against the Owner;
- (e) there is no litigation, arbitration, tax claim, bankruptcy, dispute or administrative proceedings subsisting, pending or to the Owner's knowledge threatened, which is likely to have an adverse effect upon it or its ability to perform its duties and obligations under this Agreement;
- (f) the Owner is not subject to any order made against it or there is no resolution passed for its winding up (save for the purpose of reconstruction, amalgamation not involving the realization of its assets, which the interest of its creditors are protected and remain intact); and/or
- (g) the Owner has not entered into any agreement to sell, lease, let, grant any license to occupy the Property or to transfer any of the Owner's interest in the Property to any third party prior to the execution of this Agreement and if there is any, the same shall be made revoked.
- 11.2. The abovementioned warranties and representations shall be separate and independent and save as expressly otherwise provided for, shall not be limited by reference to any other terms or by anything in this Agreement.
- 11.3. The Owner warrants to LiveIn that each of its warranties and representations are accurate and not misleading. The Owner acknowledges that LiveIn is entering into this Agreement in reliance on each of the Owner's warranties and representations.
- 12. Force Majeure:**
- 12.1. Neither Party shall be held liable to the other Party nor be deemed to have breached this Agreement for failure or delay in fulfilling any obligation hereunder when such failure or delay is caused by a force majeure event.
- 12.2. For the purposes of this Agreement, a "force majeure event" shall mean an event arises out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, acts of terrorism, sabotage, strikes, epidemics, pandemic, riots, restriction of movement control, lockdowns, travel ban, state of emergency, power failures, computer failure and any such circumstances beyond its reasonable control as may cause interruption of business, loss or malfunction of utility, transportation, accidents, labor disputes, acts of civil or military authority, governmental actions, or inability to obtain labour, material, equipment, transportation or other essential services.
- 12.3. If a force majeure event occurs, either party may suspend its obligations under this Agreement (including any payment obligations) for so long as the force majeure event persists. The suspending party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.
- 12.4. If the force majeure event continues for a period of 90 days from the notice referred to in clause 12.3, LiveIn may at any time thereafter give to the Owner a notice in writing to terminate this Agreement with immediate effect from the said date and thereupon this Agreement shall be void and cease to have any effect.



13. Indemnity:

13.1. The Owner undertakes and agrees to indemnify, save and hold harmless LiveIn, its affiliates, their officers and employees, and their respective successors and assigns at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to death, bodily injury or property damage, nuisance, trespass, libel, slander or infringement of any intellectual property howsoever arising which LiveIn, its affiliates, their officers and employees, and their respective successors and assigns may sustain, incur or pay or as the case may be, which may be brought or established against LiveIn, its affiliates, their officers and employees, and their respective successors and assigns by any person whomsoever arising out of or in connection with or by reason of the provision of the services contemplated hereunder and which are attributable to the act, omission or neglect of the Owner, his servants, agents and/or visitors.

14. Exclusion and Limitation of Liability

14.1. **Exclusion of Liability.** To the maximum extent permitted by applicable laws, LiveIn, its affiliates, their officers and employees, and their respective successors and assigns shall not be liable for the following events, regardless of the cause of action and whether such liability arises from contract, tort, negligence, strict liability, or otherwise:-

- (a) any death or personal injury arising from or related to the use, occupation, operation or management of the Propert(ies); and
- (b) any indirect, special, consequential, punitive or incidental damages, including but not limited to loss of profits, business interruption, or any other indirect, special, punitive, or consequential damages arising from the performance or non-performance of obligations under this Agreement.

14.2. **Limitation of Liability.** LiveIn shall not be liable for any damages or losses arising from the performance or non-performance of obligations under this Agreement save as expressly set out herein. LiveIn liability, if any, will only arise if it is proven that there was gross negligence or wilful misconduct or fraudulent behaviour on its performance or non-performance of obligations under this Agreement. However, the aggregate maximum liability of LiveIn shall in no circumstances exceed 50% of the aggregate amount of LiveIn's Entitlement derived under this Agreement in the twelve-month period immediately preceding the date of the first event giving rise to such liability.

15. General Provisions:

15.1. **No Partnership or Agency.** Nothing in this Agreement creates any fiduciary relationship between the Parties hereto. The Partner is an independent contractor, and nothing in this Agreement is intended to constitute either Party as an agent, legal representative, joint venturer, partner or employee of the other for any purpose whatsoever. Nothing in this Agreement authorises either Party to make any

contract, agreement, warranty, or representation on the other's behalf, or to incur any debt or other obligation in the other's name.

15.2. **Taxes.** Each Party shall be responsible to lodge and bear its own taxes if any to be paid for any profits or income or fees to be received under the terms of this Agreement.

15.3. **Time of the Essence** Time whenever mentioned shall be of the essence of this Agreement.

15.4. **Entire Agreement.** This Agreement contains the whole agreement between the Parties relating to the subject matter herein to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with hereunder.

15.5. **Counterparts.** This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterparts.

15.6. **Invalidity.** If any provision or part of this Agreement is rendered void, illegal or unenforceable in any respect under any enactment or rule of law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby and this Agreement shall be construed as if such void, illegal or unenforceable provisions had never been contained herein.

15.7. **Variation.** LiveIn shall be entitled to amend any of the general terms and conditions hereunder at its sole and absolute discretion. The Owner shall refer to the latest General Terms & Conditions of the Infrastructure & Management Services Agreement at [\[https://home.livein.com/en/management-terms-and-conditions\]](https://home.livein.com/en/management-terms-and-conditions) from time to time, and hereby expressly and unequivocally agrees to any such variation of these general terms & conditions as may be effected by LiveIn, without prior notification or consent from the Owner.

15.8. **Waiver.** Save for where a time period has been specified under this Agreement for the exercise of any right or power, no failure or delay on the part of LiveIn in exercising any of its power or right under this Agreement shall be deemed as a waiver or forfeiture thereof nor shall any single or partial exercise of such power or right preclude any other or further exercise of any other right or power hereunder.

15.9. **Assignment.** LiveIn shall be entitled to assign, transfer or subcontract any terms of this Agreement or the provision of the services hereunder without prior notification or consent from the Owner. However, the Owner shall not be entitled to assign, transfer or novate any terms of this Agreement without the prior written consent of LiveIn.

15.10. **Successors and Assigns.** This Agreement shall be binding on the heirs, personal representatives, permitted assigns or successors-in-title of the Owner as the case may be and the successor-in-title and assigns of LiveIn as the case may be.

15.11. **Notices.** Any notice or demand required to be served by either of the Parties hereto on the other under the



provisions of this Agreement shall be in writing and may be sent by hand, email, facsimile or registered post to the address of the addressee as herein stated or the last known address of the addressee and if sent by registered post, shall be deemed to have been duly served when it ought in the ordinary course of post to have been delivered. Service in the manner aforesaid on the solicitors acting for the respective Parties hereto shall be deemed effective service on that Party.

- 15.12. **Remedies.** No remedy conferred by any of the provisions of this Agreement to LiveIn is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by LiveIn shall not constitute a waiver by LiveIn of the right to pursue any other available remedies.
- 15.13. **Schedules and Appendices.** Any Schedules or Appendices (if applicable) hereto shall be taken, read and construed as an essential and integral part of this Agreement
- 15.14. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of Malaysia and each Party hereby agrees to enter into amicable discussion to resolve any dispute as may arise before irrevocably submits to the exclusive jurisdiction of the courts of Malaysia.
- 15.15. **Special Conditions.** It is hereby expressly agreed between the Owner and LiveIn that the terms and conditions set out in Section F of the Form ("**Special Conditions**"), if any, shall form part and parcel of this Agreement and in the event of any conflict, discrepancies or variance, the Special Conditions set out in the Section F of the Form shall prevail but only to the extent that such terms are inconsistent or different from the other terms or clauses.



Appendix

GENERAL TERMS & CONDITIONS OF THE RENOVATION SERVICES

These General Terms & Conditions of the Renovation Services shall only be applicable if the Owner indicates “**Yes**” on **Section E (Renovation Services with Deferred Payment Scheme)** of the Owner Onboarding Form to Management Services Agreement (the “**Form**”). The effectiveness of these terms will commence on the date of the Form’s execution.

1. Definition

- 1.1. “**Deferred Payment Scheme**” refers to the payment option that allows the Owner to pay for Renovation Fees over time through a deferred payment scheme, subject to approval by the Deferred Payment Scheme Provider
- 1.2. “**Deferred Payment Scheme Application**” refers to the application submitted by the Owner to any designated credit company offering deferred payment scheme for participation in the Deferred Payment Scheme under the terms of the Deferred Payment Scheme Agreement.
- 1.3. “**Deferred Payment Scheme Agreement**” refers to the agreement between the Owner and the Deferred Payment Scheme Provider (and any other related agreements) that outlines the terms and conditions governing the Deferred Payment Scheme for the Renovation Fees, including repayment schedules and obligations.
- 1.4. “**Deferred Payment Scheme Provider**” refers to any designated entity that offers the Deferred Payment Scheme to the Owner for the purpose of covering the Renovation Fees under the terms of the Deferred Payment Scheme Agreement, and the Owner shall only utilize a Deferred Payment Scheme Provider that has been approved by LiveIn.
- 1.5. “**Renovation Services**” refers to the assistance provided by LiveIn in upgrading, enhancing, and/or procuring equipment and/or furniture for the Properties to meet LiveIn’s standards and requirements before listing the Properties on LiveIn’s platform.
- 1.6. “**Assignment of Accounts Receivable**” refers to the assignment of rights and obligations related to payments due for the Renovation Services, which may be assigned by LiveIn to the Deferred Payment Scheme Provider pursuant to the Deferred Payment Scheme Agreement.

2. Renovation Fee and Renovation Services

- 2.1. The Owner shall pay to LiveIn the renovation fee as specified in **Section E (Renovation Services With Deferred Payment Scheme)** (“**Renovation Fee**”) for the Renovation Services, subject to the Assignment of Accounts Receivable.
- 2.2. LiveIn will provide Renovation Services as defined above in Clause 1.5 of this Appendix, subject to the condition precedent of the approval of the Deferred Payment Scheme Application submitted by the Owner

to the Deferred Payment Scheme Provider. If the Deferred Payment Scheme Application is rejected by the Deferred Payment Scheme Provider for any reason, the Renovation Services shall be rendered null and void.

- (a) For the avoidance of doubt, LiveIn will not commence any Renovation Services prior to the approval of the Deferred Payment Scheme Application.
 - (b) However, in the event that the Renovation Services are rendered null and void pursuant to this Clause 2.2, and if any work has inadvertently commenced prior to the rejection of the Deferred Payment Scheme Application, LiveIn shall be entitled to compensation for such work.
 - (c) The Owner agrees to pay for all work completed up to the date of the application rejection, as documented by LiveIn.
 - (d) Compensation shall be calculated based on the agreed-upon rates in the Renovation Fee and shall be payable within 14 days of the Owner receiving the invoice.
- 2.3. The payment of the Renovation Fees is contingent upon the Owner’s successful participation in the Deferred Payment Scheme. Upon such participation, the Assignment of Accounts Receivable shall be established, and thereafter, the Renovation Fees shall be payable by the Owner to Deferred Payment Scheme Provider as part of the Deferred Payment Scheme arrangement for the Renovation Services provided by LiveIn.
 - 2.4. In the event that LiveIn is required to repurchase the outstanding sum under the Deferred Payment Scheme for any reason (“**Outstanding Sum**”), the entire Outstanding Sum shall be reassigned back to LiveIn. The Owner shall be required to repay LiveIn the entire Outstanding Sum, along with any additional charges, fees, or penalties levied against LiveIn for the repurchase, in equal monthly instalments over a period of not more than twelve (12) months. If the Owner fails to make the required repayments, LiveIn shall be entitled to deduct the outstanding amounts from the Owner’s Entitlement in the immediately following month until the full amount is repaid. Furthermore, if the Management Services Agreement expires or is terminated for any reason before full repayment of amounts outstanding, all outstanding balances shall become immediately due and payable to LiveIn.
 - 2.5. Subject always to Clause 2.2 of this Appendix, the Owner shall, deliver the vacant possession of the Properties to LiveIn on or before the date of delivery of vacant possession as specified in **Section C (Term)** of the Form (“**VP Date**”) to enable the Company to carry out the upgrades or enhancements to the Property, and further shall, upon request by LiveIn, immediately provide LiveIn all such legal documentation and technical structural drawings of the Property to enable LiveIn to complete the Property’s upgrades or enhancements.
 - 2.6. For the avoidance of doubt, the Deferred Payment Scheme Agreement and the assignment of payments



under the Deferred Payment Scheme do not constitute a lending arrangement or credit facility. The payments are structured as a deferred payment transaction between the Owner and the Deferred Payment Scheme Provider.

3. The Renovation Period

- 3.1. Upon receiving vacant possession of the Properties on the VP Date, LiveIn shall commence the renovation activities and the renovation period shall be the period as specified in **Section E (Renovation Services with Deferred Payment Scheme)** of the Form ("**Renovation Period**").
- 3.2. The Owner acknowledges and agrees that during the Renovation Period, LiveIn shall have exclusive access to the Properties for renovation purposes. The Owner shall cooperate fully, providing any necessary assistance, and ensure unimpeded access to facilitate the timely completion of the upgrades.
- 3.3. In the event of any delays in the Renovation Period due to unforeseen circumstances, LiveIn shall promptly notify the Owner and provide a revised timeline for completion.
- 3.4. The Owner shall not unreasonably withhold consent for necessary deviations from the initial renovation plan if such changes are required for the overall improvement of the Properties.

4. Completion of Renovation Services

- 4.1. Upon the completion of the upgrades or enhancements, LiveIn shall notify the Owner, and the regular Management Services shall commence on the Commencement Date or such other extended as mutually agreed by the parties.
- 4.2. The Owner shall be required to sign a Completion Certificate to confirm that the Renovation Services have been satisfactorily completed and delivered. This certificate is intended to formally acknowledge the Owner's agreement with the completed work and its compliance with the agreed specifications. If the Owner fails to sign the Completion Certificate or does not provide any written complaints regarding the Renovation Services within 7 business days of receiving the Completion Certificate, the Renovation Services shall be deemed accepted by the Owner.
- 4.3. For the avoidance of doubt, (a) the Owner shall not be entitled to receive any Owner's Entitlement during and in respect of the Renovation Period; and (b) LiveIn shall bear the electricity, water and sewerage costs during the Renovation Period.