

Terms of Use of Space and Services under The GEAR Community Access Programme

The GEAR Community Access Programme hosted by Kajima Development Pte. Ltd. (“**Kajima**”), provides partner organizations and individuals exclusive access to selected workspaces and facilities at The GEAR, an opportunity to showcase their product(s) and solution(s), and a platform to connect with the built environment ecosystem network.

SCHEDULE

STANDARD TERMS AND CONDITIONS

1. In consideration of the Entity collaborating with Kajima in accordance with the terms of The GEAR Community Access Programme, the Entity and the Entity’s Authorised Persons may access and use the Accessible Space for the Approved Period, together with all other persons permitted by Kajima to access and use the Accessible Space and/or other occupants of the Building, and otherwise in the manner set out herein. The scope and extent of access and services provided by Kajima, and obligations of the Entity, are further dependent upon the tier of access afforded to the Entity, namely: Basic Access (detailed below in Sections 14 to 19), Premium Access (detailed below in Sections 20 to 25), Business Access (detailed below in Sections 26 to 32).
2. Use of the Accessible Space does not amount to a tenancy or lease of any nature whatsoever in favour of the Entity. Kajima retains the absolute right at all times to use, manage or control the Accessible Space and all fixtures, furniture and fittings within the Accessible Space shall be and remain the property of Kajima.
3. The Entity shall comply with all instructions and requirements of Kajima regarding access to and use of the Accessible Space, including but not limited to the rules and regulations set out in the Building User Guide (as applicable to the Entity and / or as it applies to the Accessible Space). The Entity shall ensure that it and its Authorised Persons take proper care in using the Accessible Space and its fixtures, furniture, and fittings within and ensure that the Accessible Space and the fixtures, furniture, and fittings of Kajima within are not damaged or destroyed by it and / or its Authorised Persons during the Approved Period. Without prejudice to the generality of the foregoing, the removal or alteration of any fixtures, furniture, and fittings and / or part of the Accessible Space is absolutely prohibited.
4. Kajima reserves the right to terminate this agreement in the event that the Entity is in breach of the Usage Terms, upon giving the Entity reasonable notice to rectify the breach and the Entity so failing to do so within a reasonable period. The Entity shall indemnify and hold harmless Kajima from and against all claims, proceedings, penalties, suits, summonses, orders, decrees, judgements, damages, losses (including all indirect and consequential losses), costs (including but not limited to legal fees on a full indemnity basis) and expenses of any nature whatsoever arising from or out of or in connection with its access to the Building and / or the use of the Accessible Space, any damage caused by the Entity and / or its Authorised Persons to the Building and / or the Accessible Space (or its fixtures, furniture and fittings) and / or any breach by the Entity of the Usage Terms.
5. The agreement hereunder will end either upon the expiry of the Approved Period or upon early termination by Kajima in accordance with the Usage Terms. Upon expiry or early termination of the agreement hereunder, the Entity shall procure that its Authorised Persons shall remove all of their respective belongings and vacate the Accessible Space.
6. Personal data (as described in the Personal Data Protection Act 2012) (if any) of the Entity and / or its Authorised Persons provided by the Entity to Kajima from time to time, will be used, stored and managed in accordance with the Privacy Policy of The GEAR, a copy of which the Entity acknowledges having received and reviewed. The Entity warrants that where the Entity discloses the personal data of any persons, including but not limited to its Authorised Persons, to Kajima, the Entity has obtained the prior consent of such persons in accordance with the Personal Data Protection Act 2012, and shall further indemnify Kajima and keep Kajima harmless and indemnified from and against all claims, proceedings, penalties, suits, summonses, orders, decrees, judgements, damages, losses (including all indirect and

consequential losses), costs (including but not limited to legal fees on a full indemnity basis) and expenses of any nature whatsoever arising from or out of or in connection with a breach of this warranty.

7. The Entity warrants and undertakes to procure that throughout the Approved Period (a) it and each of its Authorised Persons (who is not a citizen of Singapore) have complied with and will continue to comply with the applicable provisions of the Immigration Act 1959 and the Employment of Foreign Manpower Act 1990, (b) none of its Authorised Persons (who is not a citizen of Singapore) is employed in contravention of Section 57(1)(e) of the Immigration Act 1959, Section 5 of the Employment of Foreign Manpower Act 1990 and any other applicable law of Singapore in force, and (c) it and each of its Authorised Persons are not using and will not use the Accessible Space for any illegal or immoral act or purpose. The Entity shall indemnify Kajima and keep Kajima harmless and indemnified from and against all claims, proceedings, penalties, suits, summonses, orders, decrees, judgements, damages, losses (including all indirect and consequential losses), costs (including but not limited to legal fees on a full indemnity basis) and expenses of any nature whatsoever arising from or out of or in connection with a breach of this clause.
8. Notwithstanding anything herein contained, Kajima expressly disclaims all liability to the fullest extent permitted by law and shall not at any time be liable whatsoever to the Entity, its Authorised Persons and / or any other persons for:
 - (a) any death, injury, loss or damage (including indirect, consequential and special losses) which the Entity, its Authorised Persons and / or any other persons may suffer in respect of any of the following (whether caused by negligence or other causes):
 - (i) any damage to property whether belonging to the Entity, its Authorised Persons and / or any other persons or to others in The GEAR, and whether or not such property is entrusted to Kajima's officers, servants, employees or agents in The GEAR;
 - (ii) any damage, injury or loss caused by any other person(s) at The GEAR;
 - (iii) any damage, injury or loss arising from or in connection with the conduct of the Approved Activity at The GEAR and / or the use of the Accessible Space and / or access to The GEAR; and
 - (b) any death, injury, loss or damage sustained at or originating from The GEAR directly or indirectly caused by, resulting from or in connection with:
 - (i) any act, omission or negligence of Kajima or its employees, agents or independent contractors;
 - (ii) any default or misconduct of Kajima's employees, agents or independent contractors;
 - (iii) any terrorist act (as defined in regulation 4(1) of the United Nations (Anti-Terrorism Measures) Regulations made under the United Nations Act (Cap. 339)) regardless of any other cause or event contributing concurrently or in any other sequence to the loss (including, but not limited to, any action taken in controlling, preventing, suppressing or in any way relating to any terrorist act); or
 - (iv) any steps or measures or action taken by Kajima or its employees, agents or independent contractors which is deemed appropriate or necessary by Kajima to comply with any direction, order or other requirement under or in connection with the Infectious Diseases Act (Cap. 137), under applicable law or any guideline, rule or requirement of the relevant authorities from time to time for the purpose of the taking of any protective measure, treatment, prevention or other dealings in relation to an infectious disease.
9. No failure or delay on the part of Kajima to exercise any right or remedy under this agreement shall be construed or shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
10. Kajima reserves the right to amend any of the Standard Terms and Conditions at any time without prior notice.
11. The Entity may not assign, transfer or otherwise dispose in any manner whatsoever of the benefit of this agreement.

12. The Contracts (Rights of Third Parties) Act shall not under any circumstances apply to this agreement and save for Kajima and the Entity, no other person shall have any right whatsoever under the Contract (Rights of Third Parties) Act to enforce this agreement or any of its terms.
13. The Usage Terms shall be governed by and construed in accordance with the laws of Singapore.

SUMMARY OF ACCESS TIERS

	Basic Access (Free-of-Charge)	Premium Access (from S\$99/month)	Business Access (from S\$499/month)
Use of Spaces	2 x access permissions	3 x access permissions	5 x access permissions
	Hot desk access on 3F	Hot desk access on 3F	Hot desk access on 3F
	Use of 3F as an event venue for <50 pax; no logistics support	Use of 3F as an event venue for <80 pax; logistics support included	Use of 3F as an event venue for <80 pax; logistics support included
	No use of meeting rooms	Use of selected meeting rooms	Use of selected meeting rooms
Business matching and marketing support	Event postings on The GEAR online platforms (subject to availability)	Event postings on The GEAR online platforms (priority)	Event postings on The GEAR online platforms (guaranteed)
	Participation in pitches and introductions to Kajima business units (subject to availability)	Participation in pitches and introductions to Kajima business units (priority)	Participation in pitches and introductions to Kajima business units (guaranteed)
	Concierge service for member match making (subject to availability)	Concierge service for member match making (priority)	Concierge service for member match making (guaranteed)
	Networking opportunities through exclusive event invitations (subject to availability)	Networking opportunities through exclusive event invitations (priority)	Networking opportunities through exclusive event invitations (guaranteed)
	Demo / collateral showcase (subject to availability)	Demo / collateral showcase (priority)	Demo / collateral showcase (priority)
Business Services	N.A.	N.A.	Mail handling and business address
			Printing and scanning services
			Advisory and recommendation to corporate secretarial and / or banking services

BASIC ACCESS TERMS AND CONDITIONS

14. The Approved Period shall be on a recurring one-month cycle, commencing from the date of acceptance of these terms. The Programme Year is defined as one year from the date of acceptance. All applications are subject to approval and at the discretion of Kajima.
15. Upon commencement of the programme, the Entity:
 - (i) must submit their company logo and information for Kajima to include in The GEAR's Community Access Programme list;
 - (ii) must follow The GEAR's LinkedIn page and give credit to The GEAR when posting about activities relevant to The GEAR and / or Kajima on social media;
 - (iii) must work out of the Accessible Space at least once a week;
 - (iv) must participate in and / or host at least three (3) promoted events at The GEAR each Programme Year;
 - (v) must write at least one (1) thought leadership article and / or post on social media each Programme Year; and
 - (vi) are encouraged to include The GEAR's logo to their marketing collaterals, where relevant.
16. The Entity is granted access to the Accessible Space within The GEAR's Open Innovation Hub on Level 3 without charge. Access permissions are limited to two (2) Authorised Persons from the Entity's organisation, and they are entitled to utilise the facilities within the Accessible Space during the business operating hours of 7am – 7pm.
17. Events can be hosted within the Accessible Space for a maximum of 50 attendees and must be open to all users of the Community Access Programme and Kajima staff. Kajima will not provide logistics support for events hosted by the Entity unless requested, subject to approval by Kajima. Marketing and promotional materials for the events may be submitted to be published on The GEAR's social media channels, subject to availability and approval by Kajima.
18. The Entity will receive invitations to events hosted by Kajima and users of the Community Access Programme, with the opportunity to participate in pitches and introductions to Kajima's business units and The GEAR's ecosystem community. Concierge services for community matchmaking may be requested but are subject to availability and at the discretion of Kajima.
19. Opportunities to showcase and / or demonstrate the Entity's product(s) and solution(s) at The GEAR are subject to availability and approval by Kajima.

PREMIUM ACCESS TERMS AND CONDITIONS

20. The Approved Period shall be on a recurring three-month cycle, commencing from the date of acceptance of these terms. The Programme Year is defined as one year from the date of acceptance. All applications are subject to approval and at the discretion of Kajima.
21. Upon commencement of the programme, the Entity:
 - (i) must submit their company logo and information for Kajima to include in The GEAR's Community Access Programme list;
 - (ii) must follow The GEAR's LinkedIn page and give credit to The GEAR when posting about activities relevant to The GEAR and / or Kajima on social media;
 - (iii) are encouraged to work out of the Accessible Space at least once a week;
 - (iv) are encouraged to participate in and / or host at least three (3) promoted events at The GEAR each Programme Year;
 - (v) are encouraged to write at least one (1) thought leadership article and / or post on social media each Programme Year; and,
 - (vi) are encouraged to include The GEAR's logo to their marketing collaterals, where relevant.

22. The Entity is granted access to the Accessible Space within The GEAR's Open Innovation Hub on Level 3 a monthly fee from S\$99.00 (excluding GST), billed every quarter and on a pro-rated basis, where applicable. Access permissions are limited to three (3) Authorised Persons from the Entity's organisation, and they are entitled to utilise the facilities (including booking selected meeting rooms) within the Accessible Space during the business operating hours of 7am – 7pm.
23. Events can be hosted within the Accessible Space for a maximum of 80 attendees and where suitable, should be open to all users of the Community Access Programme and Kajima staff. Kajima will provide standard logistics support for events hosted by the Entity as needed. Marketing and promotional materials for the events may be submitted to be published on The GEAR's social media channels, and Kajima will undertake reasonable efforts to fulfil requests where suitable.
24. The Entity will receive invitations to events hosted by Kajima and users of the Community Access Programme, with the opportunity to participate in pitches and introductions to Kajima's business units and The GEAR's ecosystem community. Concierge services for community matchmaking may be requested, and Kajima will undertake reasonable efforts to fulfil requests where suitable.
25. Kajima will undertake reasonable efforts to provide opportunities to showcase and / or demonstrate the Entity's product(s) and solution(s) at The GEAR.

BUSINESS ACCESS TERMS AND CONDITIONS

26. The Approved Period shall be on a recurring three-month cycle, commencing from the date of acceptance of these terms. The Programme Year is defined as one year from the date of acceptance. All applications are subject to approval and at the discretion of Kajima.
27. Upon commencement of the programme, the Entity:
 - (i) must submit their company logo and information for Kajima to include in The GEAR's Community Access Programme list.
 - (ii) must follow The GEAR's LinkedIn page and give credit to The GEAR when posting about activities relevant to The GEAR and / or Kajima on social media.
 - (iii) are encouraged to work out of the Accessible Space at least once a week.
 - (iv) are encouraged to participate in and / or host at least three (3) promoted events at The GEAR each Programme Year.
 - (v) are encouraged to write at least one (1) thought leadership article and / or post on social media each Programme Year.
 - (vi) are encouraged to include The GEAR's logo to their marketing collaterals, where relevant.
28. The Entity is granted access to the Accessible Space within The GEAR's Open Innovation Hub on Level 3 at a monthly fee from S\$499.00 (excluding GST), billed every quarter and on a pro-rated basis, where applicable. Access permissions are limited to five (5) Authorised Persons from the Entity's organisation, and they are entitled to utilise the facilities (including booking selected meeting rooms) within the Accessible Space during the business operating hours of 7am – 7pm. The Entity will also be assigned a fixed desk and locker in demarcated and dedicated area within the Accessible Space.
29. Events can be hosted within the Accessible Space for a maximum of 100 attendees and where suitable, should be open to all users of the Community Access Programme and Kajima staff. Kajima will provide bespoke logistics support for events hosted by the Entity as needed. Marketing and promotional materials for the events may be submitted to be published on The GEAR's social media channels, and Kajima will undertake on a best-efforts basis to fulfil requests where suitable.
30. The Entity will receive invitations to events hosted by Kajima and the Community Access Programme, with the opportunity to participate in pitches and introductions to Kajima's business units and The GEAR's ecosystem community. Concierge services for community matchmaking may be requested, and Kajima will undertake on a best-efforts basis to fulfil requests where suitable.

31. Kajima will undertake reasonable efforts to provide opportunities to showcase and / or demonstrate the Entity's product(s) and solution(s) at The GEAR.
32. The Entity may:
 - (i) use The GEAR as their local business address (with Kajima advising on the specific unit number to reference), and Kajima will handle all mail directed to the Entity;
 - (ii) reasonably use the printing and scanning services at The GEAR; and,
 - (iii) seek advice and recommendations from