TERMS OF ENGAGEMENT WAREHOUSE & STORAGE SERVICES

ANNEXURE 1
INVENTORY OF GOODS TO BE STORED

ANNEXURE 2
WAREHOUSE AND STORAGE SERVICE AGREEMENT WITH JSH SYSTEM SDN BHD

1. Agreement to the Terms and Conditions.

The Company is in the business of warehousing and storage service, and the Customer desires to engage the Company to provide warehousing and storage services. In consideration of the mutual agreements between the Parties hereinafter set forth, the Company and the Customer hereby agree to be bound by the terms and conditions stated herein including for all future dealings in relation to the warehouse and storage service agreement unless agreed otherwise.

2. Definitions.

2.1 `Company` means XXL Space Share and includes its successors and permitted assigns; and where the context permits or is not repugnant to the context, its duly authorised employees or representatives.

2.2 `Customer` means the person, company, firm or other entity as stated in the item 2 of the Terms of Engagement and includes its successors and permitted assigns; and where the same is not repugnant to the context, its duly authorised employees or representatives.

2.3 Each of the Customer and Company will be referred to as the `Party` and collectively referred to as the `Parties`.

2.4 `Goods` means the items and/or goods as set out in Annexure 1 enclosed to the Terms of Engagement.

2.5 `Storage Commencement Date` means the date as stated in the item 5 of the Terms of Engagement.

2.6 `Storage Expiry Date` means the date as stated in the item 6 of the Terms of Engagement or any extended date subsequently mutually agreed in writing by the Parties.

2.7 `Duration of Storage Services` means the duration between the Storage Commencement Date and the Storage Expiry Date.

2.8 `Warehouse` means the warehouse or storage facility as stated in the item 1 of the Terms of Engagement.

2.9 `Storage Charges` means the monthly payable storage fee by the Customer pursuant to Clause 8.1 hereinbelow which shall subject to the rate of charges applied by the Company from time to time.

2.10 `Handling Charges` means the handling charges as described in Clause 8.2 hereinbelow.

2.11 `Deposit` means the deposit as stated in the item 8 of the Terms of Engagement.

2.12 `Terms of Engagement` means the Terms of Engagement to which this Agreement is enclosed and/or any other terms of engagement as signed by between the Parties from time to time unless otherwise agreed.

3. Tender of Goods for Storage.

3.1 The Customer represents and warrants that it is the owner or has lawful possession of the Goods and all right and authority to store them with the Company and thereafter direct the release and/or delivery of the Goods

3.2 The Customer shall (i) tender any of the Goods for storage only during the Duration of Storage Services or during the Company's posted business hours for the Warehouse; (ii) ensure that all Goods to the Warehouse have been properly marked, secured, sealed, wrapped and/or packed for storage, handling and transportation purposes; (iii) provide the Company with all relevant information concerning the Goods that is true, accurate, complete, and sufficient to allow the Company to comply with all laws and regulations concerning the storage, handling, processing, and transportation of the Goods; (iv) tender any Goods for storage in accordance with all instructions and requests provided by the Company in regard to the transportation, delivery, packing, labelling, storing and/or wrapping from time to time.

3.3 The Company has the absolute discretion to refuse to accept any goods for storage if the Goods tendered for storage do not conform to the requirement stated above, or other written instructions issued by the Company, or subject to the availability of storage space. Each of the Customer and Company will be referred to as the `Party` and collectively referred to as the `Parties`.

3.4 Before tendering Goods that require specialized handling, the Customer shall first disclose and identify such Goods and special handling and/or storage requirements to the Company in writing and the Company has every right and entitlement to decline or reject to store such Goods. The Customer is solely responsible for providing true, complete and accurate handling and storage instructions for any Goods, including any applicable safety procedures to the Company and it is hereby agreed by the Customer that in no circumstances shall the Company be held liable or responsible for any inaccuracy, incomplete and/or misleading information or instructions provided by the Customer on the Goods.

3.5 Unless otherwise agreed by the Parties, all arrangements, dealings, costs and expenses in regard to transportation, delivery, packing, labelling, storing and/or wrapping whatsoever of the Goods to be stored shall be fully borne and at the full and sole responsibility of the Customer. The Parties also agree that the Company shall always have the full rights and liberty to impose additional fees & charges for any additional services required from time to time, as appropriate.

3.6 When tendering the Goods for storage at the Warehouse, the Customer shall ensure that its representative is present at the Warehouse within three (3) days from the arrival of the Goods at the Warehouse to conduct a joint inspection and stock count on the Goods. Failing which, the result of the inspection and stock count conducted by the Company shall be deemed to be correct and conclusive in respect of the state, condition, quantity of the Goods received from the Customer.

4. Warehouse.

4.1 The Company may store the Goods at its discretion at any part of the Warehouse. The Company may move, upon reasonable advance notice to the Customer, any Goods in storage from the Warehouse to any of the other storage facilities owned or leased by the Company. The Company may, without notice, move any or all of the Goods from one location within the Warehouse or other warehouse in which the Goods are stored to another location within the same facility.

4.2 The Company merely provides warehousing and storage services of the Goods on `as is where is basis`. The Company shall not be responsible for any deterioration, changes, loss or damage whatsoever to the Goods that result from the storage at the Warehouse facility or changes & fluctuations in temperature range or in humidity levels of the Warehouse or any other storage location.

5. Access and Release of Goods.

5.1 The Customer shall provide the Company with an advance written notice if it desires to request and/or instruct for any Goods to be released from the Warehouse. Subject to receipt acceptance of such written notice and payment of all outstanding storage fees and other outstanding sum owed to the Company, the Company shall arrange for the release the requested Goods to the Customer or its authorised representative as set out in Clause 5.2 below.

5.2 The Customer shall give the Company at least fourteen (14) days, after the Company's receipt of Customer's written notice and payment of all outstanding storage fees and other outstanding sum owed to the Company, to carry out the Customer's instructions to release the Goods to the Customer or its authorised representative. The Company may without liability rely on any information contained in the said advance written notice or other written communication from the

Customer. The Customer shall be responsible for all shipping, transportation, handling, and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the Goods.

5.3 In the event that the Company has not received a written notice from the Customer to release the Goods fourteen (14) days before the Storage Expiry Date, unless parties have agreed to an extended storage duration, the Company may either charge the Customer for the overstayed period, or the Company shall be entitled to terminate this Agreement pursuant to Clause 13.1 hereinbelow.

6. Customer's Warranties.

The Customer hereby warrants, confirms and undertakes to the Company as follows:
6.1 All details, information and particulars of the Customer and the Goods are true, correct and accurate at all times;

6.2 The Goods are (i) legit, legal and genuine in Malaysia at all times; (ii) not illegal, counterfeit, fake, dangerous, hazardous, explosive, toxic-nature, poisonous, weapon, prohibited, offensive, political-nature and/or criminal-nature whatsoever under the laws of Malaysia at all times; (iii) not perishable with limited life span; (iv) does not contain or include controlled or live creature such as animals, pets & human; (v) not special items or goods which require special care, licences, permits, authorisation, condition, environment and/or temperature whatsoever.

6.3 The Customer is the owner or has lawful possession of the Goods and all right and authority to store them with the Company and thereafter direct the release and/or delivery of the Goods. If the Customer is not the owner of the Goods, the Customer hereby confirms that he has the full permission, consent, authorisation and/or instruction from the real owner of the Goods to do so at all times during the Duration of Storage Services.

6.4 The Customer has fully inspected and examined the Warehouse, storage location, compartment, safety, security, environment, temperature surrounding and condition and is fully satisfied with it.

7. Deposit.

7.1 The Deposit shall be paid in full by the Customer to the Company before or on the execution date of the Terms of Engagement.

7.2 The Deposit shall only be refunded to the Customer after the Storage Expiry Date, and after the collection of all the Goods; and if there are no owing or outstanding payment(s) by the Customer to the Company. Otherwise, the Parties hereby agree that the Company shall have the full rights and liberty to forfeit and utilise the Deposit accordingly, as appropriate.

8. Payment Terms.

8.1 The Customer shall pay the Storage Charges and service fees at the rates set forth in the Terms of Engagement. All Goods are stored on a month-to-month basis until the Storage Expiry Date unless otherwise agreed in writing. The Goods are deemed to be received on the date that the Company accepts care, custody, and control of the Goods, regardless of unloading date or the date warehouse receipt is issued. Notwithstanding the above, and subject to any contrary or additional terms contained in applicable price quotes, (i) a full month's storage charge will apply to all Goods received between the first and the 15th, inclusive, of a calendar month; (ii) half month's storage charge will apply to all Goods received between the 16th and last day, inclusive, of a calendar month; (iii) a full month's storage charge will apply to all Goods in storage on the first day of a calendar month; and (iv) where the Customer requests to reserve space for storage of the Goods in advance from any specific date, the Storage Charges shall be chargeable starting from the reserved date.

8.2 Handling charges cover the ordinary labour involved in receiving Goods at the warehouse door, placing Goods in storage, returning Goods to the warehouse door for pickup, pulling Goods for distribution or release, or whenever physical inventories are requested by Customer, or whenever additional services are requested that are not explicitly included in the Terms of Engagement. Handling charges are due and payable on receipt of Goods. Unless otherwise agreed in writing, labour for unloading and loading Goods will be subject to a charge. Additional expenses incurred by the Company in receiving and handling damaged Goods, and additional expenses in unloading from or loading into cars or other vehicles not at warehouse door will be charged to the Customer. When Goods are ordered to be released out in quantities less

than in which received, the Company may include an additional charge for each order or each item of an order, at the Company's sole discretion.

8.3 The Company may provide additional services to the Customer as requested and as agreed. In such event, the Company shall always have rights to impose additional fees and charges for any additional services as requested.

8.4 The Company shall not be liable for any demurrage or detention, any delays in unloading inbound cars, trailers or other containers, or any delays in obtaining and loading cars, trailers, or other containers for outbound shipment.

8.5 If the Company pays any lawful transportation charges and/or incurred any other expenses on behalf of the Customer, then the Customer shall promptly reimburse the Company in full for such charges, and in any case within seven (7) business days after receiving an invoice for such charges from the Company.

8.6 The Customer shall pay all of the Storage Charges and Handling Charges for each storage period in advance for (i) the initial month or partial month on the first day of storage and (ii) each succeeding month on the first day of such month. All charges for other services are due and payable within fourteen (14) days from the date of invoice.

8.7 The Customer shall pay a late payment interest on all late payments at the rate of 1.5% per month of the outstanding sum, calculated from the date due until it is paid in full.

8.8 The Customer shall reimburse the Company for all costs incurred in collecting any late payments, including but without limitation to legal fees. In addition to all other remedies available under this Agreement or at law, the Company shall be entitled to suspend the release of any Goods or cease performance of any services if the Customer fails to pay any amounts when due hereunder. In addition, the Company shall have rights to require payment in full in cash of all amounts owed by the Customer in advance of the release of the Goods. The Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with the Company.

9. Lien Rights.

9.1 The Company shall have a lien on the Goods tendered by Customer and upon any and all property belonging to Customer in Company's possession, custody or control for all charges, advances or amounts of any kind due and owing to the Company including but without limitation to Storage Charges, Handling Charges, reimbursement, additional charges. The Company shall have a lien on the Goods and may refuse to surrender possession of the Goods until all charges or debts have been paid in full.

9.2 If any such outstanding amounts remain unpaid for thirty (30) days after the Company's written demand for payment, the Company may either (i) sell the Goods at public auction or private sale or in any other manner reasonable, and shall apply the proceeds of such sale to the amounts owed; or (ii) acquire the Goods at the price of scrap metal value of the Goods at the time of acquisition, and apply the price of such acquisition to the amounts owed. In the event that the proceeds of sale or the acquisition value is not sufficient to settle the amounts owed, the Customer shall remain liable for any deficiency or balance outstanding owed to the Company.

10. Liability of the Company.

10.1 In no circumstances shall the Company ever be held liable or responsible for any damages, deterioration, malfunction, loss, claims, summons, actions, ownership and intellectual property disputes, problems and/or infringements whatsoever in regard to the Goods stored UNLESS IT IS PROVEN that such damages, deterioration, malfunction, loss, claims, summons, actions, ownership and intellectual property disputes, problems and/or infringements whatsoever are directly and solely caused by the wilful and gross negligence of the Company.

10.2 The Company shall not be liable for loss of Goods due to inventory shortage or unexplained or mysterious disappearance of Goods, unless the Customer establishes such loss occurred because of the Company's failure to exercise reasonable care. Any presumption of conversion under applicable law shall not apply to a loss with respect to any Goods, and a claim for conversion must be established through affirmative evidence that the Company converted the Goods to its own use.

10.3 The Customer shall permit the Company to inspect any damaged Goods for which a claim is submitted hereunder.

10.4 In any event, the total liability of the Company in respect of the Terms of Engagement together with this Warehouse and Storage Service Agreement shall be capped up to the total Storage Charges paid by the Customer to the Company.

11. Force Majeure.

11.1 The Company shall not be liable or responsible to the Customer for any failure or delay in fulfilling or performing any terms herein when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including but without limitation to acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes, movement control order or other measures implemented by the government or other labor disputes, or restraints or delays affecting carriers, or inability or delay in obtaining supplies of adequate or suitable materials, materials, or telecommunication breakdown or power outage.

11.2 If the Company has been unable to remove/deliver the Goods due to any reason specified in this Section 11.1, such Goods shall be subject to Storage Charges until such Goods are actually removed/delivered.

12. Indemnity.

The Customer hereby agrees, warrants and undertakes to the Company that it will fully indemnify the Company from and against any and all claims, actions, payments, guarantees, breaches, damages, liabilities, deficiencies, penalties, losses, costs (including legal costs on a solicitor and client basis), infringements and/or expenses whatsoever which the Company may suffer, incur or sustain as a result of or in consequence of or in relation to any inaccuracies, defaults, misrepresentations or breaches by the Customer in regard to this Terms of Engagement.

13. Termination.

13.1 In addition to any remedies that may be provided herein, the Company may terminate this Agreement with immediate effect upon written notice to the Customer, if: (i) the Customer fails to pay any amount when due; (ii) the Customer has not otherwise performed or complied with its obligations under any of the provisions contained herein, in whole or in part; (iii) the Customer becomes insolvent, files a petition for bankruptcy or commences or has been commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; (iv) the Goods are a hazard to other property within the Warehouse or to the Warehouse itself or to persons as a result of the quality or condition of the Goods.

13.2 This Agreement may be terminated by the Company upon 30 days' prior written notice with or without any cause or reason being given or required (with no compensation or liability whatsoever to the Customer).

13.3 If this Agreement is terminated for any reason, the Customer shall promptly arrange the removal of all Goods from the Warehouse within thirty (30) days from the notice of termination, subject to payment of all outstanding fees and charges due hereunder. If the Customer does not promptly remove such Goods, the Company may dispose of the Goods without liability in any lawful manner.

13.4 The Company shall conduct an inspection of the cleanliness of the rented storage area within seven (7) days prior to the final day of the rental tenure. If any waste or rubbish is found within the rented space, the Company shall impose a Rubbish/Waste Disposal Fee and any applicable Roro Bin rental charges on the Customer. Please note that the fees mentioned are subject to Service Tax of SST 6%. All such charges shall be deducted from the Customer's security deposit upon checkout from the storage service. In the event that the total charges exceed the available security deposit, the Customer shall be required to promptly settle the outstanding balance.

14. Insurance.

It is the full responsibilities of the Customer to ensure that the Goods to be stored with the Company have been fully insured and protected in value (in case of any unfortunate situation during the Duration of Storage Services).

15. Waiver & Amendment.

Any waiver, amendment and/or variation of this Terms of Engagement must be prior agreed in writing and signed by the Parties hereto for it to be effective.

16. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior agreements in connection with the subject matter hereof.

17. Governing Law.

This Terms of Engagement shall be governed by the laws of Malaysia, and each Party submits to the jurisdiction of the Malaysian courts in the event of any dispute.

18. Personal Data.

The Customer irrevocably and unconditionally gives its/their full consent to the Company to:

(a) obtain and verify any of the Customer's document and information provided to the Company with any appropriate authorities in Malaysia, namely Bank Negara Malaysia, Credit Bureau Malaysia, Companies Commission Malaysia, Jabatan Pendaftaran Negara etc;

(b) conduct credit/trade checks, CCRIS, DCHEQS, CTOS and/or any other similar checks on the Customer and its personal data at any time.

In any event, at all times, the Customer agrees to cooperate, gives its full consent and facilitate the Company on any of the checks conducted.

ANNEXURE 3
GUARANTEE & INDEMNITY

By signing this Guarantee & Indemnity:

1. I, the signatory below, undertake to act as the guarantor (`Guarantor`) for the Customer named herein.

2. I undertake to the Company that I shall personally guarantee that the Customer will fulfil and complete all of its obligations (including payment obligations) as set out in the Terms of Engagement together with the Warehouse and Storage Service Agreement, failing which, I shall be personally liable for the default of the Customer and any outstanding payment (including any late payment interest) due from the Customer.

3. I further undertake to fully indemnify the Company against all losses, actions, proceedings, claims, demands, damages, cost and expenses whatsoever which may incur as a result of the Customer's failure and breach.

4. I understand that this Guarantee & Indemnity shall at all times be valid, existing and effective as long as:
(a) the Customer is still owing monies to the Company; and
(b) the Terms of Engagement together with the Warehouse and Storage Service Agreement are still valid, in-force, effective and subsisting.

5. I undertake that this Guarantee & Indemnity shall be binding upon my respective heirs, personal representative, administrator and/or successors-in-title.