

Our Ref: (1)DASBPM/JBCC/MKTG/CML/112/1514/2025/95

Date : 7 JUNE 2025

VS PLAY GADGET STORE

7, Jalan Wijaya 1,
Taman Ungku Tun Aminah,
81300 Skudai,
Johor

Mr. Ng Wei Jie

Dear Sir / Madam,

RE : PROMOTION SPACE AGREEMENT AT KOMTAR JBCC

This agreement is made on the day of BETWEEN DASB Property Management Sdn Bhd (hereinafter referred to as **"the Management"**) AND **"the Promoter"** whose names and particulars are as mentioned above. The Management, on behalf of the Landlord AMANAHRAYA TRUSTEES BERHAD (as trustee for Al-Salam REIT) hereby has agreed to grant the Promoter to rent the promotion space (hereinafter referred to as **"the Promotion Area"**) as described in the attached layout subjected to the following terms and conditions appended herewith:

1. DEMISED PROMOTION SPACE:

KOMTAR JBCC

- **Location: Lot 112, Level 1**
(Hereinafter referred to as "the Shopping Centre")
- **Area: 1,514 sq ft**
(Please refer to attached layout plan)

The Promoter shall only use the above space referred to as the Promotion Area with the exact measurement and dimension given and agreed by the Management. Where the Management deem just, fit and necessary, the Management shall reserves the right to relocate the Promotion Area to other area within the Shopping Mall by giving seven (7) days prior written notice and the tenant shall abide to such notice.

2. PROMOTER'S COVENANTS:

2.1 Use Of Promotion Area

The Promoter shall use the Promotion Area for the purpose of conducting the Promoter's promotion event described here as **IT Products** - hereinafter described to as **"Promotion Activity"** only. The Promoter shall not use the Promotion Area for other purposes unless otherwise agreed to in writing by the Management. The Promoter shall not change or otherwise alter the size or location of the Promotion Area.

2.2 Use of Carpets

The Promoter shall **STRICTLY** be required to provide at own cost and expenses to cover their Promotion Area with carpets and the carpets **MUST** be the **EXACT SIZE** with the measurement of the Promotion Area. The Management shall have its absolute discretion to decide that carpets are not required for the Promotion Area.

2.3 Subletting or Assignment

The Promoter shall not sublet or otherwise part with possession or assign, transfer or otherwise deal with or dispose of the whole or any part of the Promotion Area unless otherwise agreed in writing by the Management.

2.4 Cleaning of Promotion Area

The Promoter shall cause the Promotion Area to be cleaned in a proper and workmanlike manner and during the whole of the term of the promotion agreement to be kept clean and free from dirt and rubbish and particularly shall store and keep all trade waste, trash and garbage in proper receptacles and arrange for the regular removal thereof from the Promotion Area.

2.5 Use of Banners, Posters and P.O.P. Materials

The Promoter shall use banners, posters and/or P.O.P materials (max. height is 6 ft.) for the Promotion Activity within the Promotion Area only by using banner, poster and/or P.O.P stand. Usages of glue, paste or any other adhesive substances to the Promotion Area or any part thereof are **STRICTLY** not allowed. The Promoter also shall not use the banners, posters and/or P.O.P materials to the pillars, walls, doors, glass, escalator, ceiling and fire sprinkler in the Promotion Area, Common Area of the Shopping Centre and any part thereof unless otherwise agreed in writing by the Management.

2.6 Use of Stage

In the event the Promoter wish to build up a stage in the Promotion Area, the Promoter shall ensure that the stage, all fixtures thereof including but not limited to electrical wiring installations, public announcement system and/or any other materials/fixtures used for the setting up of the stage shall be safe to be used.

2.7 Hours of Trading

- (a) The Promoter shall during the Business Hour of the Shopping Centre (10.00 a.m. – 10.00 p.m.):
 - a. keep the Promotion Area open for business save and except for those days which the Promoter has obtained the written consent of the Management;
 - b. trade actively throughout the whole of the Promotion Area;
- (b) The Promoter shall not carry on any business in the Promotion Area at any time outside the Business Hours unless otherwise agreed in writing by the Management;
- (c) Save and except at the absolute discretion of the Management, the Promoter shall remain open for additional business hours during festive seasons; and
- (d) The Promoter hereby covenants and undertakes with the Management that in the interest of all Promoter s and occupiers of the premises comprised in the Shopping Centre, it shall strictly comply

with the provisions of **Clause 2.7 (a), (b) and (c)** herein and in the event of non-compliance therewith, the Promoter shall pay to the Management a deterrent fee of **Ringgit Malaysia Five Hundred (RM500.00) only** for each day of non-compliance. Further, the invoice of the deterrent fees will be issued by the Management to the Promoter if necessary and the Promoter must pay the amount written on the said invoice by cheque or bank drafts within **two (2) days** of the issuance of the same.

3. DURATION OF PROMOTION:

The duration of the promotion (hereinafter referred to as “**the Promotion Period**”) is scheduled from **20 August 2025 until 18 February 2026**. The Promoter shall not use the Promotion Area shorter or exceeding the stipulated Promotion Period without the permission of the Management. The Management and the Promoter hereby agreed that the Commencement Date of the Promotion Activity is on **20 August 2025 at 10.00 a.m.**

3.1 Commencement of Promotion Activity

Wherever applicable, the Promoter shall commence the Promotion Activity at the Promotion Area not later than the Commencement Date of the Promotion Activity stipulated in **Clause 3** failing which, the Promoter shall pay the Management liquidated ascertained damages at the rate of **Ringgit Malaysia Two Hundred Fifty (RM 250.00) only per day**. Further, the invoice of the liquidated ascertained damages will be issued by the Management to the Promoter if necessary and the Promoter must pay the amount written on the said invoice by cheque or bank drafts within **two (2) days** of the issuance of the same. Notwithstanding the same, the promotion agreement shall be deemed to have commenced and the Promoter shall be liable to pay to the Management the Promotion Rental for the Promotion Area for such period of non-commencement of promotion. If the Promoter shall continue to fail to commence promotion after the expiry of **two (2) days** from the promotion commencement date, the Management shall entitled to terminate the promotion agreement pursuant to **Clause 14** herein.

4. PAYMENT/DEPOSIT:

The total amount payable by the Promoter to the Management shall be **RM10,094.00** for both renting the Promotion Area for **6 months**. The Promoter is required to pay the full payment upon execution of this Agreement, failing which the Promotion Activity **SHALL NOT** be allowed to commence.

(All payments/cheques/bank drafts shall be made payable to **AMANAHRAYA TRUSTEES BHD – AL-SALAM REIT – COLLECTION ACCOUNT** and delivered to KOMTAR JBCC Management Office. Post-dated cheque **SHALL NOT** be accepted; RHB Islamic Bank Berhad account no. - **21401360015660**. Kindly forward your copy receipt if any for our confirmation).

PAYABLE UPON EXECUTION

	ITEM	AMOUNT(RM)	DESCRIPTIONS
A	Promotion Rental	RM9,084.00	Total Days
			Total (RM)
			6 months RM9,084.00 (monthly)
B	GST Fees	RM0.00	<i>Sum of 0% from the promotion rental and processing fees</i>
C	Deposit (Security /Restoration) Banker's Cheque	RM1,000.00	<i>A sum equivalent to RM5.00 per sq.ft. (RM5 x 100 sq.ft) as security for the due observance and performance by the Promoter in this Agreement and refundable free of interest after the expiration of the promotion duration after deducting all sums as may be found owing to the Management, if any.</i>
D	Processing Fees	RM10.00	A sum of RM 10.00 for our cost and disbursement expenses for the process of this application.
	TOTAL	RM10,094.00	

5. SET-UP PERIOD:

The Promoter may commence the set-up work outside from the business hour, which is **after 10.30 pm on 15 July 2025 until 12.00am or from 8.00 a.m. until before 10.00am on 20 August 2025**. The Promoter is required to comply with the Management rules and regulations during the set-up process. Notwithstanding anything to the contrary herein contained, the Management reserve the right to comment, remove and terminate any form of promotion and advertising exhibits/props, which are deemed not suitable to the shopping centre.

6. COSTS AND EXPENSES INCURRED BY THE MANAGEMENT DURING THE TERM OF THE AGREEMENT

- 6.1 In the event any costs and expenses shall incur by the Management in relation to the use of the Promotion Area by the Promoter, including but not limited to any damages on the Promotion Area an invoice of the said costs and expenses shall be issued by the Management to the Promoter and the Promoter must pay the amount written on the said invoice by cheque or bank drafts within **two (2) days** of the issuance of the same.
- 6.2 The Deposit in the possession of the Management may be set-off and appropriated interchangeably at the discretion of the Management against any and all money due from the Promoter pursuant to the terms and conditions herein.
- 6.3 Upon a breach by the Promoter of any term of this Agreement and the Deposit may, notwithstanding any other provision in this Agreement, be forfeited to the Management as liquidated damages in the Management's absolute discretion without prejudice to any other remedies which the Management may be entitled to in law and/or under the provisions of this Agreement.
- 6.4 As the Promoter shall duly observe and perform the Promoter's covenants and conditions herein contained, the Management shall within a reasonable time after the expiry or sooner determination of the Promotion Space Agreement refund to the Promoter the Deposit, free of interest and less all costs and expenses payable by the Promoter to the Management hereunder and/or payment for making good any breach of this Agreement on the part of Promoter, if any.

7. **CONDITION OF DEMISED PROMOTION AREA ON THE END OF PROMOTION:**

The Promoter shall, at the expiration or sooner determination of this Agreement, peaceably surrender and yield up unto the Management the whole of the Promotion Area and every part thereof in good and substantial repair, order and condition in all respect (having regard to their condition at the commencement of this Agreement) clean and free from rubbish after **10.30 pm on 18 February 2026**. If the Promoter shall fail to observe this covenant, the Management shall have the rights to carry out all necessary works and repairs and the costs and expenses incurred thereof shall be borne by the Promoter. Further, the invoice of the said costs and expenses will be issued by the Management to the Promoter if necessary and the Promoter must pay the amount written on the said invoice by cheque or bank drafts within **two (2) days** of the issuance of the same.

8. **SET UP & DISMANTLE PROCESS**

8.1 Prior to the set up and/or dismantling process of the Promotion Area, the Promoter shall before the date hereof forward to the Management:

- (i) all detailed plans and designs showing the proposed layout for the Promotion Area;
- (ii) the proposed work schedules of the Promoter and/or its contractors;
- (iii) a list of the particulars of the Promoter's contractors;
- (iv) such other information in respect of the set up and/or dismantling process as may be required by the Management.

8.2 In carrying out the set up and/or dismantling process, the Promoter shall observe and comply with the following covenants:-

- (a) comply with all regulations, specifications and schedules set out and/or agreed by the Management.
- (b) coordinate and procure its contractors to coordinate their activities with those of the Management, and shall further comply with the instructions of the Management at all times.
- (c) keep the Promotion Area clean and tidy and on completion of the set up and/or dismantling process, remove there from all waste, debris and unused materials to an authorized dumping ground outside the Shopping Centre, in default of which the Management shall be entitled to carry out the same and further, the invoice of the said costs and expenses will be issued by the Management to the Promoter if necessary and the Promoter must pay the amount written on the said invoice by cheque or bank drafts within **two (2) days** of the issuance of the same.
- (d) bear all cost arising from or incurred in connection to any modification or installation carried out by the Promoter with the prior approval of the Management.

8.3 In the event the Promoter fails to observe and/or perform any of the covenants contained in **Clause 8.2** herein and on the Promoter's part to be observed and performed, the Management shall carry out all necessary works to restore the Promotion Area to a state and condition acceptable by the Management and further, the invoice of the said costs and expenses will be issued by the Management to the Promoter if necessary and the Promoter must pay the amount written on the said invoice by cheque or bank drafts within **two (2) days** of the issuance of the same.

8.4 The Promoter shall indemnify and keep indemnified the Management from and against all actions, claims, demands, losses, damage, costs and expenses which the Management shall or may be or become liable as a consequence of the Promoter's set up and/or dismantling process or of any acts, omission or negligence of the Promoter, its contractors, agent, servant or invitee during the set up and/or dismantling process and thereafter.

9. LOADING AND UNLOADING

The Promoter **MUST** load and/or unload of materials, goods, fixtures and/or garbage related to the Promotion Activity through the Shopping Centre Loading Bay outside of the Business Hour of the Shopping Centre only described in the attached plan. Loading and unloading of materials, goods, fixtures and/or garbage through other than stipulated place and/or during the Business Hour of the Shopping Centre are **STRICTLY** not allowed (unless otherwise agreed in writing by the Management) and further the Management shall at any time or times, have the right to stop, obstruct, delay and/or postpone the loading and/or unloading process without any further notice. The Management shall have no responsibility or liability for any loss, damage, delay and/or postponement suffered by the Promoter as a result of the non-compliance of the above **Clause 9**.

10. NOTICE OF DEFECTS

The Promoter shall give to the Management prompt notice in writing of any accident or defect in the Promotion Area and of any circumstances likely to be or cause any danger, risk or hazard to the Promotion Area or to the Shopping Centre or any person therein.

11. SECURITY

- 11.1 The Promoter agrees to occupy, use and keep the Promotion Area at the risk of the Promoter and hereby releases to the full extent permitted by the law the Management in the absence of any negligence on the part of the Management, or its servants or agents from all claims and demands of every kind in respect of or resulting from any accident injury occurring in the Shopping Centre or the Promotion Area and the Promoter shall indemnify and keep indemnified the Management from and against all actions, claims, demands, losses, damage, costs and expenses or injury suffered by the Promoter (whether to or in respect of the Promoter's person or property or the promotion conducted by the Promoter) as a result of any breakage, theft, burglary, leakage, accident or event occurring in the Shopping Centre or the Promotion Area.
- 11.2 The Promoter shall at all times keep the Promotion Area and any property/goods contained therein safe and guarded against theft, burglary, accident or damage and the Promoter shall be liable for any loss or damage to the Promotion Area and any property/goods contained therein in the event of a theft or burglary or accident. Without prejudice to any of the Management's rights and remedies herein contained in the event that the Management is of the opinion that the security of the Promotion Area is not intact or sufficient at any time, the Management reserves the right at any time to station a security guard at the Promotion Area at cost and expense of the Promoter which cost and expense shall be payable by the Promoter to the Management within **two (2) day** from the date of the Management's demand.
- 11.3 In the event of any accident casualty, damages, theft or burglary which may have occurred on the Promotion Area, the Promoter shall give the Management prompt notice in writing of the same. Further, the Promoter shall lodge a police report immediately and furnish a copy of such report to the Management.

- 11.4 The Promoter shall not without the prior written consent of the Management employ security guards to guard the Promotion Area. In the event consent is given, the Promoter shall ensure that the security guards shall comply with all the directions, rules and regulations laid down by the Management from time to time. The Management shall not be liable for any act omission or negligence of the security guards so appointed by the Promoter and the Promoter shall be entirely responsible for the security of the Promotion Area and all goods and belonging kept therein.
- 11.5 The Promoter shall permit the security guards employed by the Management to search all the Promoter's goods whether incoming or outgoing and whenever the Management shall deem it necessary to do so.

12. COMPLIANCE WITH RULES AND REGULATIONS

The Promoter shall at all times observe and comply with the Rules and Regulations of the Shopping Centre contained in the **Appendix A** (and as from time to time varied, added to, deleted or amended) relating to the Management and care for the Shopping Centre and the conduct of promoters. Further, the Promoter acknowledges and agrees and declares that failure of the Promoter to comply with any such Rules and Regulations as may from time to time be in force shall constitute a breach of the terms of this Promotion Agreement in the same manner as if the Rules and Regulations contained in the **Appendix A** were covenants. In the event that there are any discrepancies or inconsistencies of the terms and conditions of this Promotion Agreement and the **Appendix A** on the similar issues, the **Appendix A** shall prevail.

13. TELEPHONE AND TELEX OR CABLE/WIRE INSTALLATION

The Promoter shall install at its own cost and expenses all telephones and telex or cable/wire as the Promoter may require in such manner that the cables/wires shall not run across the floor of the Promotion Area so as to be visible in the Promotion Area but shall be concealed and if running along the floor shall be concealed in the appropriate ducts failing which, the Management shall at any time or times, have the right to stop, obstruct, the enjoyment of the Promotion Area if the Management found that this matter will or may harm the customer or detrimental to the public at large until unless it has been rectify.

14. DEFAULT, TERMINATION, ETC.

14.1 The Management and the Promoter hereby agree that :

- (a) if the Payment/Deposit fail to be delivered by the Promoter to the Management in accordance with **Clause 4**; or
- (b) if the Promoter fails to commence promotion by the Commencement Date of the Promotion Activity in accordance with **Clause 3.1**; or
- (c) if the Promoter without the prior consent of the Management fails to open the Promotion Area for a continuous period of **two (2) days**; or
- (d) if the Promoter continues to commit, permit or suffer to occur any breach or default in the due and punctual observance and performance of any of the covenants, obligations and provisions of this Promotion Space Agreement or any Rule or Regulation made hereunder after the Management has given **one (1) day** notice in writing to the Promoter to rectify such breach or default,

then and in any one or more of such events the Management shall, at any time or times thereafter, have the right to terminate the Promotion Agreement by **one (1) day** notice in writing to the Promoter and it is further agreed that the Management shall be entitled for the whole promotional rental and shall be allowed to forfeit the deposit paid hereunder, but without prejudice to any action or other remedy which the Management has or might otherwise could have for arrears or damages as a result of any such event.

- 14.2 Upon termination of the Promotion Space Agreement herein pursuant to **Clause 14.1** above, the Promoter shall deliver vacant possession of the Promotion Area to the Management in the manner stipulated in **Clause 7** herein.
- 14.3 In the event upon termination and/or sooner determination of the Promotion Space Agreement of the Promotion Space Agreement, the Promoter continues to remain in occupation of the Promotion Area and fails to surrender or yield up unto the Management the whole of the Promotion Area and every part thereof or fails to remove all his goods (which expression where hereinafter used shall include personnel and property of every description) from the Promotion Area after the termination and/or sooner determination of the Promotion Space Agreement pursuant to **Clause 3.1** herein, the Promoter shall have be liable to pay to the Management a sum equivalent to **double the amount of Promotion Rental** per day as penalty for late delivery of Promotion Area.
- 14.4 In view of the above Clause if the Promoter still defaults to deliver the Promotion Area **two (2) days** after the date mentioned in the notice of termination and/or sooner determination:-
- a) Notwithstanding anything to the contrary herein contained and without prejudice to any of the Management's other rights and remedies herein contained or otherwise, the Management may remove from the Promotion Area any of the Promoter's property/goods and store the same at such location as the Management may in its sole discretion determine and at the Promoter 's cost. The Management will within a reasonable time of such removal notify the Promoter in writing to collect the Promoter's property/goods;
 - b) In the event that the Promoter has failed to collect the property/goods and to pay the Management all monies due to the Management pursuant to this Agreement (including but not limited to all expenses of removal and storage) by the date being **one (1) week** from the date of notice referred to in Clause 14 herein, the Management may sell or otherwise deal with that property in such manner and on such conditions as the Management may in its absolute discretion determine; and
 - c) After payment of all expenses due to the proceed of such sale or other dealing the Management may apply the proceed of such sale or other dealing in payment of any monies due by the Promoter to the Management under this Agreement and if there is any surplus, the Management will return to the Promoter for that surplus.

15. ABSOLUTE EXCLUSIONS

Notwithstanding anything to the contrary herein contained the Promoter hereby covenants and agrees with the Management not to use or permit or suffer the use of the Promotion Area or any part thereof:

- (a) for any illegal or immoral purpose;
- (b) for the sale by wholesale of tobacco at any time;
- (c) in any way connected with gambling or betting;
- (d) for any purpose which would be a nuisance or annoyance to adjacent owners or occupiers;
- (e) for the manufacture, distribution, sale, sale by wholesale or storage of liquor; and
- (f) for the storage, sale or otherwise of obnoxious goods or dangerous drugs.

16. OTHER CONDITIONS :

- (a) The Promoter **SHALL NOT** leave the Promotion Area unattended. **Appendix A** shall strictly be followed by the Promoter.
- (b) Any other cost incurred in operating the promotion shall be borne by the Promoter including all licenses in relation to the Promotion.
- (c) Eating and drinking is **STRICTLY** not allowed at the Promotion Area.
- (d) The Promoter and all the staff of the Promoter shall not carry on any activities outside the scope of your promotion event as agreed by the Management.
- (e) The Promoter shall effect any adequate insurance to cover any losses and/or damages in respect of the Promotion and to keep fully insured against liabilities including liabilities which may give rise to a claim by the Management.
- (f) The promoter is required to provide the Majlis Bandaraya Johor Bahru (MBJB) Temporary Business License for trading activities

If you are agreeable to the foregoing terms and conditions, kindly return the duplicate copy of this letter to us at the address above, duly signed within **SEVEN (7) DAYS** from the date hereof for our records.

Thank you.

Yours sincerely,
DASB PROPERTY MANAGEMENT SDN BHD (905962-U)



MOND IRWAN ZULKEFLI
Deputy General Manager of KOMTAR JBCC Shopping Mall

WE HEREBY CONFIRM OUR UNDERSTANDING AND ACCEPTANCE OF THE ABOVE TERMS AND CONDITIONS.

Duly authorised signatory(ies)
for and on behalf of

PROMOTER (Company No.

)



Company Cop.....



Signature:

Name: Ng Wei Jie

NRIC NO: 940118015559

Designation: Manager

Date: 20/7/2025