ELC Student Apartment Resident's Contract

1. Background

Welcome to ELC Student Apartment. This agreement sets out the terms and conditions on which we will give you access to our services and facilities.
You confirm that you accept all of the terms and conditions contained in this agreement, our rules and our privacy policy. You must sign this agreement before you may become a resident.

You must pay a Bond of USD300/RM900 before you become a resident. The bond will be returned to you at the end of your stay provided you have acted in accordance with this agreement.

We can appoint a manager to operate each residence. Our manager can communicate with you on our behalf, provided that the manager acts in accordance with this agreement and unless we tell you anything to the contrary.

2. Accommodation agreement

When you check out on your departure date you must complete our departure check list. Some of the items on our departure check list are: laundering your bed linen and ensuring that your room is clean.
You must not change your bed, room or residence without our prior written permission.
You must not allow another person to occupy your bed if, for any reason, you are not using it.

3. Resident’s obligation

a) Not to use the residence for any unlawful or immoral purpose and not to do anything that may become a nuisance or give reasonable cause for complaint to the Landlord or any other adjoining occupiers of the residence;
b) Not to store or bring in arms, ammunition or unlawful goods, gunpowder, firecrackers or any explosive substance to the residence;
c) To observe all the house rules and regulations made by the Management of the condominium complex;
d) To keep the furniture, fixtures and fittings in the residence in a good condition;
e) Not to misuse or tamper with fire or safety equipment, including smoke detectors, sprinklers, fire extinguishers and alarm pull stations. Failure to comply will result in sanctions or fines from the relevant authorities;
f) Not to jeopardize or interfere with the safety and security systems of, or other unauthorized access to the apartment;
g) Not to perform any threats of violence (including threats or attempts of suicide) or conduct that threatens the health and safety of self or any other person in or around the apartment;
h) Not throw, propel, drop or otherwise cause objects or substances to fall from the apartments. This includes cigarette butts. Throwing objects from your window or balcony can cause serious injury to people below;
i) Not to condone any action or behaviour that may result in harassment, exploitation or intimidation in the apartment. Failure to comply will be reported to the relevant authority.
j) To refrain from any action that may result in additional clean up in or around the apartment.
4. Contribution to your shared living community

We offer our residents a shared living community. You must do the following as a part of your contribution towards our shared living community:

- Keep your bedroom clean and in good condition at all times
- Store your personal belongings in the storage units provided by us and in the area designated by us for storage;
- Store your valuable items in locked drawers/compartment allocated to you. ELCMY will not be responsible if any of your valuables are lost or stolen. You may open a safe deposit box with a bank to store all your jewelleries and other valuables or open a bank account for your cash as a more secure alternative.
- Clean the kitchen after cooking. Wash all the pots and utensils and make sure the kitchen is always clean for the next person to use;
- Only cook halal food. This is as a gesture of respect to your Muslim house mates, if any;
- Whenever you eat in, clean up and wash the plates and cups so that everyone in the apartment will have clean plates and cups to use;
- Make sure the toilet/bathroom is clean after use. Throw rubbish only into the bins provided.
- Think green. Ensure the power for electrical appliances is switched off after use. The last person to leave the apartment must ensure that all the lights and air-conditioners are switched off. Everyone in the residence must cooperate and ensure that electricity is used sparingly. Any bills in excess of RM300 a month will have to be borne by all the residents of the apartment.
- All the electrical appliances, furniture, kitchen appliances and utensils must be handled with care. If there is any misuse or negligent damage by the resident, he/she will be liable to pay for the repairs, replacement of full or parts of the appliance or equipment or furniture.
- Regularly carry out a task relating to maintaining a common area of the residence, as directed by us;
- Comply with the rules, as amended from time to time;

Do not:

- Smoke in the residence, including any outdoor areas of the residence and anywhere within its grounds;
- Use any naked flames of any sort including candles, incense or oil burners or any heaters or fans other than those provided by us;
- Use water or wet mops on the wooden flooring;
- Tamper or interfere with the computers, your internet access or your broadband connection;
- Bring your own furniture into the residence;
- Bring, store or consume alcohol in the residence.

5. Visitors and guests

(a) You must not allow any visitor or guest or any other person who is not a resident of your residence into the apartment or to stay overnight.
(b) You must not enter any other residence without the prior written approval of the community manager of that residence.

6. Noise control

We expect all residents to respect and consider their fellow housemates. Accordingly, televisions and music must be turned off no later than 11:00 pm.
7. What happens if you do not comply with this agreement?

If you do not comply with:
(a) Clause 4 we will charge you RM20 if your task is not done or communal areas are not tidy.
(b) If you break or damage any furniture, fittings or appliances in the residence, you must pay for the repair or replacement (at our discretion) of that item.
(c) Clause 5, we may evict you immediately and you will forfeit your deposit to us. We will not make any exceptions to clause 6.
(d) We may suspend or terminate your agreement with us, without notice, in our absolute discretion if;
   (i) you breach this agreement;
   (ii) we believe that your actions may cause legal liability for you, other residents, or us.

8. Indemnity and Release

a) You indemnify and keep us and our related entities indemnified from and against all damages, costs, losses, damage and expenses, including legal fees incurred or suffered by us and/or the relevant related entity consequent upon, arising directly or indirectly out of or relating to your actions or a breach or non-observance by you of this agreement.
b) You release us and our related entities from any liability to you for any damages, costs, losses, damage and expenses, including legal fees incurred or suffered by you consequent upon, arising directly or indirectly out of or relating to this agreement, your use of our services or our residences and/or our actions or those of our related entities.

9. Disputes

We require any dispute, controversy or claim arising out of or in connection with this agreement to be settled by arbitration by reference to a commercial dispute centre located in the State in which the residence is located. Both of us will be bound by the decision of the arbitrator. The party who is determined by the arbitrator to be at fault in relation to the dispute, controversy or claim must pay the costs of the arbitration.

10. No transfer

We enter into this agreement with you personally. You are not entitled to assign or transfer your rights and obligations under this agreement.

11. Terms used in this agreement

The terms used in this agreement have the meanings given to them below except where a different meaning is implied by the context in which it used:
accommodation summary means the summary kept on our computer system from time to time in relation to your accommodation booking in a residence setting out, among other things, your contact details, the start date of your accommodation and the length of your accommodation;
we or us means ELCMY or any assignee or successor in title;
resident means a resident of a property owned or leased by us who has entered into a contract for the provision of occupation of a bed in one of our residences and they are currently occupy that bed;
privacy policy means the document described on our website as our Privacy Policy;
related entities means our parent entity, subsidiaries, affiliates, officers, directors, agents and/or our employees;
rules means the documents described on our website as our Rules;
residence means a property owned or leased by us and used for the purpose of operating the business of ELCMY; and
*you* means the person who signs this agreement who is seeking to become a resident.

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<th>Signed by ELC</th>
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