

MEMBERSHIP AGREEMENT – BAIDURI ENTERPRISE HUB CO-WORKING SPACE

This Membership Agreement (the “Agreement”) is entered into between Baiduri Bank Sendirian Berhad, registration number RC00003275, having its registered address at Baiduri Bank Headquarters, No. 1, Jalan Gadong, Bandar Seri Begawan BA1511, Negara Brunei Darussalam (“Baiduri Bank”), and _____, registration number _____, having its registered address at _____ (the “Member”), for the use of the co-working space and related services provided by Baiduri Bank at Unit 2-4, Block A, Floor 1, Pelangi Complex, Kg Delima Satu, Berakas A, BB4713 (the “Baiduri Enterprise Hub”). By signing this Agreement, the Member agrees to be bound by the terms and conditions set out herein, including any amendments made in accordance with this Agreement:

1) Membership Term

The membership shall remain valid for a period of one (1) year from the date of this Agreement. The membership will automatically renew for successive one (1) year terms, provided that the Member has made at least one (1) visit to the Baiduri Enterprise Hub during the then-current membership year. If the Member fails to make at least one (1) visit during any membership year, the membership will automatically terminate upon the expiry of that membership year. Any subsequent application for membership shall be subject to the Bank’s approval.

2) Membership Benefits

Member is entitled to use the Baiduri Enterprise Hub’s facilities, including desk space, communal areas, and amenities, during the operation hours specified in the Baiduri Enterprise Hub House Rules, as may be amended from time to time.

3) Membership Requirement

Member must maintain an active Current Account or MSME Account with Baiduri Bank at all times during the membership period and as a condition of membership renewal. No membership fee is required.

4) Enterprise Hub House Rules and Conduct

Member shall comply with the Baiduri Enterprise Hub House Rules, as amended from time to time, including but not limited to requirements relating to maintaining a professional and respectful environment. Baiduri Bank reserves the right to amend the Baiduri Enterprise Hub House Rules from time to time, and any such amendments shall be effective upon notice to the Member.

Member shall not engage in any activity that

- a) disrupts, interferes with, or causes inconvenience to other members;
- b) damages or may damage the Baiduri Enterprise Hub, its facilities or property; or
- c) violate any applicable laws, regulations, or the Baiduri Enterprise Hub House Rules.

5) Termination

Either party may terminate this Agreement by giving the other party at least thirty (30) days' prior written notice.

Notwithstanding the foregoing, Baiduri Bank may terminate this Agreement and the Member's membership immediately upon written notice if the Member breaches any provisions of this Agreement or if the Member or any of its representatives or guests engages in disruptive, inappropriate or unlawful conduct.

Upon termination of this Agreement, the Member's right to access and use the Baiduri Enterprise Hub and any associated benefits shall immediately ceased.

6) Liability

Baiduri Bank shall not be liable for any loss, damage, or theft of any personal property belonging to the Member or its representatives or guests.

Member shall be responsible for obtaining and maintaining appropriate insurance coverage for its personal belongings and for any liability, loss, damage, cost or expense arising from the Member's use of, or activities within the Baiduri Enterprise Hub.

7) Confidentiality

Member acknowledges and agrees to maintain the strict confidentiality of any confidential information shared by or observed from other members of the Baiduri Enterprise Hub during their membership.

8) Notices

Any notice, consent, or other communication given or made under this Agreement shall be in writing and delivered or sent by post to the relevant party at its address or sent by email (or such address as the addressee has by three (3) days prior written notice specified to the other party):

To Baiduri Bank:

Baiduri Bank Sendirian Berhad
Baiduri Bank Headquarters
1 Jalan Gadong, Bandar Seri Begawan BA1511,
Brunei Darussalam
Attention: Baiduri Enterprise Hub
Business Email Address: Enterprisehub@baiduri.com

To Member:

Company Name:
Address:
Attention:
Business Email Address:

Such notice shall be deemed to be duly served:

- a) if delivered by hand to the addressee's address, at the time of delivery;
- b) if sent by ordinary post or registered mail to the addressee's address, on the fifth (5th) day after posting;
- c) if sent by electronic mail to the email address of the addressee, on the date of successful transmission without receipt of an automated bounce-back or delivery failure notification.

9) Amendments

Baiduri Bank reserves the right to amend this Agreement from time to time. Any such amendment shall be communicated to the Member and shall take effect on the date specified in the notice. The Member's continued use of the Baiduri Enterprise Hub following the effective date of the amendment shall constitute acceptance of such amendment.

10) Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Brunei Darussalam. Any disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts in Brunei Darussalam.

11) Entire Agreement

This Agreement, together with the Baiduri Enterprise Hub House Rules, constitutes the entire agreement between the parties regarding the membership.

By signing below, the parties acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Membership Agreement.

For and on behalf of Baiduri Bank

Name:
Designation:
Date:

For and on behalf of Member

Name:
Designation:
Date:

BAIDURI ENTERPRISE HUB HOUSE RULES

The Baiduri Enterprise Hub House Rules are intended to maintain an inclusive, safe, and conducive environment for all Baiduri Enterprise Hub's members. Baiduri Bank Sendirian Berhad (the "Bank") reserves the right to change, amend, or modify the said House Rules from time to time, at its sole discretion, with or without prior notice. The Member is responsible for familiarising itself with and complying with the most current version of the Baiduri Enterprise Hub House Rules, which will be made available at the Baiduri Enterprise Hub and on the Bank's website page.

1) Operation Hours

Day	Operating Hours
Monday to Thursday	9:00 AM – 4:30 PM
Friday	9:00 AM – 11:30 AM 2:00 PM – 3:30 PM
Saturday, Sunday and Public Holidays	CLOSED

2) Terms of Use

- a) Members are granted access to the Baiduri Enterprise Hub for a **maximum of five (5) visits per month**. Any unused visits will not be carried forward to the following month.
- b) Advance reservation is required for the use of the meeting rooms and pods. To optimize room utilization, the Bank reserves the right to relocate Members to a different room if the number of attendees is below the minimum capacity of the reserved room.
- c) Members may bring up to three (3) guests to the Baiduri Enterprise Hub. A Member who wishes to bring additional guests must notify the Bank by email at least one (1) week in advance, stating the reason and purpose for the request. Members shall ensure that their guests comply with the Baiduri Enterprise Hub House Rules. Members shall be responsible for the conduct of their guests and any breach of the said House Rules by their guests.
- d) Filming, photography and videography are not permitted without the Bank's prior consent. Members must notify the Bank at least two (2) weeks in advance, and any such request shall be subject to the Bank's review and approval.
- e) Strong smelling food and fruits (like durian and jackfruit) are not permitted.
- f) Loud music, singing, sleeping, napping, and gaming are not allowed.
- g) Meeting room TV/screen is strictly for business use only. Personal video playback, movies, and streaming are not allowed.
- h) Academic private lessons and tutoring are not permitted.

- i) No smoking or vaping is permitted in any areas of the Baiduri Enterprise Hub at any time.
- j) Members are not allowed to solicit, manufacture, or store merchandise on the Baiduri Enterprise Hub.
- k) Members are not permitted to adjust the temperature of the Baiduri Enterprise Hub's air conditioning units without authorization. Please seek assistance from the Bank's staff.
- l) Baiduri Enterprise Hub must not be used as a personal or external mailing correspondence address, and as drop off or collection point.
- m) External catering services, children under the age of twelve (12), and pets or animals are not permitted.
- n) Training and workshops are not allowed without prior consent from the Bank. Members must notify the Bank at least two (2) weeks in advance, and any such request shall be subject to the Bank's review and approval.

Any breach of Section 2 of these House Rules may constitute a breach of the Membership Agreement and may result in the termination of the Member's membership in accordance with the Membership Agreement.

3) Use of Premise and Facilities

- a) Members are welcome to use the pantry amenities and are requested to keep the area including meeting rooms and pods clean.
- b) Members must keep all common areas clean and free of stains/marks. All used cups, cutlery, and rubbish must be returned or disposed of in designated bins.
- c) For stationery and other facilities requests such as board markers, cables and cords, please seek assistance from the Bank's staff.
- d) Please treat other members with respect and do not remove property belonging to others.
- e) Members are fully liable for the cost of replacing or repairing any property, items, or furnishings damaged, lost, or removed from the premises during their stay.

4) Prohibited Conduct

Members and their guests must not engage in any form of harassment, threats, violence, or abusive conduct toward any person, including the Bank's staff, other Members, guests, or visitors, within the Baiduri Enterprise Hub. Any person engaging in such conduct may be required to leave the premises immediately and may be prohibited from returning. Such conduct may also result in termination of the Member's membership in accordance with the Membership Agreement.