



RED SAIL MALAYSIA SDN BHD
(1254467-W)

COMPACT LIVING – DUPLEX CYLINDER MODULE FABRICATION FUNDING PROGRAMMED (DCMFFP)

MEMORANDUM OF UNDERSTANDING (MOU)

1. Red Sail Malaysia Sdn. Bhd (**RSM**) agrees to accept seeding capital from any potential partners or acquaintances with the intention to raise fabrication capital for the “**Compact Living – Duplex Cylinder (DC)**” module which intellectual architecture design and drawings properties belongs to RSM.
2. *Compact Living – Duplex Cylinder (DC)* is:
 - a) Compact spaces, lite, inexpensive materiality & sustainable green building practices.
 - b) “Off the shelf” component, locally fabricated & easy deployment
 - c) Plug & play concept – NO major construction works
 - d) Customized designed & versatile plotting / layout arrangement
 - e) Unique environments adaptation (small area/space, rural/urban, beaches/lakes/jungle)
 - f) On / off Grid, waste management & sustainable technology incorporation.
 - h) Versatile market demographics and accommodation solutions:
 - i. Small hotel / motel / resort / homestay start up
 - ii. Expanding existing hotel / resort / motel / homestay accommodation & concept (eco tourist, backpackers & groups).
 - iii. Inner city workers accommodation / emergency / homeless shelter
3. We have completed the design and want to build a fully function compact living mock up unit as we foresee huge potentials in its applications by Individual, corporate companies, government, GLC, Nonprofit / charity organization.
4. Our goal is to raise **USD 15,000.00 (RM65, 000.00)** for the fabrication of one fully function Compact Living - Duplex Cylinder (DC) mock unit.
5. **Compact Living – Duplex Cylinder Module Fabrication Funding Programmed (DCMFFP) Share Allocation:**

Total lot opened	: RM65, 000.00 / RM1, 000.00 = 65 Share Lot
1 Share Lot Value	: RM1, 000.00
MOU Period	: 12 Month
R.O.I by 12 th Month	: 100% Profit + Capital.



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We hereby agree to the following “**Compact Living – Duplex Cylinder Module Fabrication (CL-DC)**” terms and conditions:

6. I, **(NAME XXX), (NRIC XXX), (Address XXX)** agree to fund Red Sail Malaysia Sdn Bhd with seed capital of **RINGGIT MALAYSIA XXX (RMX, XXX.00)** which is equal to **X** lot.
7. This “**MOU**” shall be valid upon:
 - i. The participant signed and return this MOU to RSM.
 - ii. The participant proof of the capital transfer via manual cash bank in or electronic bank to bank transfer receipt to the designated account receiver.
8. I agree to appoint Dato Kamalul Azlan Hj Abdul Aziz as my proxy which he will manage the DCMFFP share I funded.
9. I am fully aware that the DCMFFP share I funded are not related or connected to RSM company share.
10. Dato Kamalul Azlan as the majority shareholder in RSM shall give his best effort for the Compact Living – Duplex Cylinder Module Fabrication Funding Programmed (DCMFFP) success.
11. As DCMFFP is a temporary programmed, both parties agrees the DCMFFP capital to be bank in or transfer to Dato Kamalul Azlan Hj Abdul Aziz, **CIMB account number 7065 4825 06**.
12. RSM agrees to pay back the DCMFFP seed capital once this understanding letter come to maturity after **TWELVE (12) month with 100% profit PLUS original capital**.
13. As per matter item 11, my total value of DCMFFP shall be **RMXX, XXX.00** by the end of this MOU expiry / termination date.
14. Funder can fabricate the DC unit at his/hers country of origin for commercial or non-commercial production **BUT** funder are obligated to inform and must get RSM formal approval of its intention.
15. Funder who are using RSM DC designs, must state clearly the commercial benefits and rights for both parties to RSM in order for RSM to grant approval to the Funder request.
16. **Funders AGREES the DC designs are sole intellectual property rights of RSM.**



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17. I agrees for RSM to utilize the DCMFFP seed capital to its best disposal in order to fabricate the Compact Living – Duplex Cylinder prototype module.
18. This MOU shall be governed by Malaysian law.
19. All disputes arising out of or in connection with this MOU shall be referred to the exclusive jurisdiction of the Courts of Malaysia.
20. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be decided by arbitration in accordance with the Rules for Arbitration of the Kuala Lumpur Regional Centre for Arbitration (KLRCa).
21. The appointing authority shall be the KLRCa. The number of arbitrators shall be one. The place of arbitration shall be Malaysia. The language to be used in the arbitration proceedings shall be English. The law applicable to this contract shall be Malaysian law.
22. A force majeure clause of events includes acts of God, war, terrorism, earthquakes, hurricanes, acts of government, explosions, fire, plagues or epidemics / pandemics or a non- exhaustive list wherein the parties simply narrate what generally constitute force majeure events and thereafter add “and such other acts or events that are beyond the control of parties”.
23. If an event of Force Majeure arises which cannot be readily resolved and continues for a period of 6 months which materially prevents or hinders the performance of material obligations under this MOU in relation to one or more Processes then either party may at any time by notice terminate this MOU in relation to the Process or Processes affected by the Force Majeure event as from, subject to Clause 22.
24. In the event of a partial termination of this Agreement in accordance with this Clause 22, the provisions of this MOU relating to termination for Force Majeure and the consequences of termination, including Winding Up Assistance shall apply (but only to the extent of the Process or Processes affected by the Force Majeure event).
25. Either Party may terminate this MOU with **NINETY (90)** days written prior notice in the event of the other Party's inability to substantially perform its obligations under this MOU.



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26. Should this MOU prematurely terminated with submission of advance notice as per item 25, Funder will receives its full capital investment and pro-rated profit within the next 30 working days.

27. Red Sail Malaysia Sdn Bhd contact information:

KL Office Address

LOT G72, WORK @ NEST, THE STREET, THE CURVE.

JALAN PJU 7/3 MUTIARA DAMANSARA, 47800 PETALING JAYA,
SELANGOR DARUL EHSAN, MALAYSIA.

redsailmyinfo@gmail.com, redsailmalaysia@gmail.com,

I.G @mrlanlabuan, Twitter @LabuanGlamping

+60183726094 (WhatsApp).

Labuan Office Address

SUITE 8-4, 3rd FOOR, WISMA WONG WO LO, JALAN MUSTAPHA
87000 WILAYAH PERSEKUTUAN LABUAN, MALAYSIA

28. Non-Disclosure Agreement

- i. Parties shall use reasonable efforts to maintain the confidentiality of the information, materials, whether oral, written or in any form whatsoever, of the other that may be reasonably understood, the nature of such information itself and/or the circumstances of such information's disclosure, to be confidential and/or proprietary thereto or to third parties to which either of them owes a duty of nondisclosure (collectively, "Confidential Information");
- ii. All Confidential Information delivered pursuant to this MOU shall be and remain the property of the RSM and any documents containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to the disclosing Party upon written request, or destroyed at the disclosing Party's option.
- iii. Nothing herein shall be construed as granting or conferring any rights by license or otherwise, express or implied, regarding any idea made, conceived or acquired prior to or after the Effective Date, nor as granting any right with respect to the use or marketing of any product or service. The Parties shall use the Confidential Information only for the Business Relationship.
- iv. The obligations of the Parties under this Agreement shall continue and survive the completion or abandonment of the Business Relationship and shall remain binding for a period of ONE (1) years from the effective date.



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29. We hereby understand and agrees with the term and conditions set forth in this MOU. We are not being force, coerce or manipulated to sign this MOU. We entered onto this MOU with sound state of mind and fully aware of the

On Behalf

RED SAIL MALAYSIA SDN. BHD. (1244467-W)

Dato' Kamalul Azlan Hj Abdul Aziz

Managing Director (M.D)

(Name)

(NRIC)

(Address)

(Address)

(Address)

(Mobile No)

(Email Address)