

COWORKING LETTER - TERMS OF OFFER

Swivt Technologies PVT LTD

CIN: U62013TS2023PTC170845

Madhapur INS Arcade, 71, Jubilee Enclave, HITEC City
Hyderabad, Telangana 500081

GSTIN: N/A

subash@goswivt.com

91 Springboard Business Hub Private Limited

Madhapur LVS Arcade, 71, Jubilee Enclave,
HITEC City, Hyderabad,
Telangana 500081

GSTIN: 36AAACZ8912H1Z3

hyd.hiteccity@91springboard.com

Membership Details

Membership Plan Type	Membership Fees (INR)	Number of Members	Total Membership Fees (INR)
Private	10400	4	41600
N/A	0	0	0
N/A	0	0	0
Total Membership Fees per Month (exclusive of taxes)			41600
Total Membership Fees per Month (inclusive of taxes)			49088
Discount			1597.44
Other Charges			0
Discounted Membership Fees per Month (inclusive of taxes)			47203.0208
*Security Deposit (ref. Clause 3)			94406.0416

Lock-in period (ref. Clause 5) - 6 months

Other Services

Service Type	Detail	Rate	Charges (INR)
4-wheeler Parking charges	0	0	0
2-wheeler Parking charges	0	0	0
Facilitation	0		0
Total Charges per Month (exclusive of taxes)			0

Customization Charges

Customization Details	Total Cost including taxes
One Time VLAN Connection Setup Cost	0

91 Springboard is pleased to offer you, ("**Member Entity**") a working space to conduct your business operations ("**Membership**") at the office space of 91 Springboard Business Hub Private Limited (the "**91 Springboard**") For the purpose, the Member Entity and 91 Springboard shall be referred to collectively as Parties and individually as party.

The terms and conditions contained in the Coworking Letter - Terms of Offer ("**Agreement**") will be effective when signed by both the parties.

For and on behalf of 91 Springboard Business Hub Private Limited

Name: Neizosano Nakhro

Designation: Sr. Community Manager

Date: 30/05/2023

We, **Member Entity**, have read and understood all the terms and conditions contained herein and confirm our acceptance to them and undertake to ensure compliance by our Team Members.

By signing here, you represent to us that you have the proper authority to execute this Agreement on behalf of the Member Entity listed above and incur the obligations described in this Agreement on behalf of such Member Entity. The Member Entity hereby confirms that the expected date of onboarding shall be 15/06/2023, from which the Member Entity shall avail the membership benefits. Any change in the onboarding date shall be at the discretion of 91 Springboard.

For and on behalf of Swivt Technologies PVT LTD

Name: Subash Shahi

Designation: MD

Email: subash@goswivt.com

Phone Number: 9866954234

Date: 30/05/2023

Terms and Conditions**ONBOARDING****1. ONBOARDING OF MEMBERS**

- a. While onboarding of members or Member Entity, after the membership is confirmed, the Member Entity has to provide KYC documents of the members joining at the hub in the co-working platform and further provide any documentation as requested by 91 Springboard from time to time related to company registration, PAN card, TDS Certificate and GST certificate or any other relevant documents. This will be applicable in case of expansion of the Member Entity/Team Member too. The KYC details provided by the Member Entity shall be exclusively used by 91 Springboard for maintaining records according to the requirements of applicable laws specified by the Government or other regulators.
- b. The Member Entity will be assigned non-transferable access cards equal to the number of team members (memberships) during onboarding. (Please refer to clause 8, Access Card-Terms and Conditions)

COMMERCIAL**2. MEMBERSHIP FEES AND TERMS OF PAYMENT**

- a. Membership Fees shall be paid monthly, before the 1st day of every calendar month in advance ("Due Date"). For the first month of Membership Plan, Member Entity shall pay the Membership Fees in advance prior to the first day of the use of the Membership Benefits.
- b. In the event, the Member Entity does not pay the Membership Fees on the Due Date ("Default"), the Member Entity shall be charged damages for the period of default at the rate mentioned below:

Period of default	Amount of charge (INR) per team member
Default upto 5 days	500/-
Default beyond 5 days and upto 10 days	750/-
Default beyond 10 days	1000/-

- c. Further, the internet access of the Member Entity shall be stopped on the expiry of 5th day of the continuing default by the Member Entity until the time of payment by the Member Entity. Once the Member Entity pays the Membership Fees together with other dues, if any, arising under the terms of this Terms of Offer the internet access may be restored to the Member Entity
- d. On the expiry of the Thirty (30) days of continuing default as mentioned in 2 (b) above ("Extended Period"), the Security Deposit of the Member Entity shall stand forfeited without further notice and the membership of the Member Entity shall also be subject to revocation without notice.
- e. In the event, any cheque drawn in the name of 91 Springboard is dishonoured or returned by the bank of the Member Entity the Member Entity shall be liable to pay an additional penalty of INR 500/-. Further, the Member Entity would be required to issue a Demand Draft of equivalent amount immediately upon receipt of the notice in lieu of the dishonoured cheque.
- f. The Member Entity shall submit its GST registration details to 91 Springboard as it may be required to comply with GST provisions as provided by the appropriate government, at the time of Onboarding. In case Member Entity fails to submit the required GST registration details at the time of Onboarding or at-least 7 days prior to the monthly invoicing date, it shall not be able to avail input credit of GST paid on the 91 Springboard invoice. It is clarified that 91 Springboard provides location-based services and services are specific to a hub, hence CGST and SGST will be charged as per GST guidelines.
- g. The Member Entity shall timely deposit TDS, if any, deducted on the Membership Fees, at the applicable rates, as per the provisions of the Income Tax Act, 1961. The Member Entity shall submit the certificate with respect to TDS Amount deducted from the fees payable, to 91 Springboard at the end of the quarter for which the TDS Amount was deducted. If the TDS certificate is not provided to 91 Springboard by the end of the second month of the next quarter, then such TDS Amount shall be treated as the unpaid portion of the Membership Fees. In case of non-submission of the TDS certificate for TDS Amount or non-payment of the TDS Amount, the Member Entity shall be liable to pay penalty @2% per month on the outstanding amount and 91 Springboard may disallow internet usage till the date of submission of the TDS certificate or the full payment of the TDS Amount to 91 Springboard.
- h. The GST shall be charged on the Membership Fees at extra based on the applicable rates defined by the Government at prevailing time. Any taxes, enhancement and other charges, fees to be paid in respect to the business of the Member Entity running from the Hub shall be borne and paid by the Member Entity alone.

3. SECURITY DEPOSIT

- a. The Member Entity shall deposit with 91 Springboard an interest-free, refundable security deposit, which shall be equivalent to [1.18x] of the monthly Membership Fee, within 3 days of confirmation of the membership or the date of signing of the "Terms of Offer" whichever is earlier. In case of Lock in period for more than One (1) month the security deposit shall be equivalent to [2.36x] of the monthly membership fees.
- b. The Security Deposit is refundable and shall be refunded within 30 (Thirty) business days from the date of termination or expiration of the Membership Plan, subject to clearance of all pending dues of the Member Entity.
- c. In case of increase in the number of the Team Members of the Member Entity or increase in Pricing or change in plan, the total membership fees shall increase along with the Security Deposit, which will also stand appropriately increased to ensure that 91 Springboard always has a security deposit equivalent to the months as initially agreed upon. Forfeiture of the entire Security Deposit amount is without prejudice to the right of 91 Springboard to claim and recover other dues arising under the terms of this Terms of Offer including but not limited to, the balance of dues remaining unpaid due to breach in the Lock-in Period.
- d. In case the Member Entity breaches the Lock-in Period, 91 Springboard shall be entitled to forfeit the entire Security Deposit amount without any further notice (ref. clause 5a) and without prejudice to any other claims or rights of 91 Springboard arising under the terms of this Terms of Offer.

4. ESCALATION IN MEMBERSHIP FEES

- a. The Parties agree that the Total Membership Fees payable by the Member Entity to 91springboard may be increased annually, at the sole discretion of 91springboard and shall be communicated to the Member Entity in writing, provided however that, (i) any uniform increase in the Membership Fees shall not be applicable to a Member Entity in its first six months of the Membership Plan. Accordingly, in case there is an increase in the Membership Fees in the initial six months of the Membership Plan, then such increased pricing shall be applicable to the Member Entity only with effect from the seventh month. However, six months price freeze window shall NOT be available in the scenario wherein expected uniform Membership Fee revision [Revised Membership Fee] is already announced by 91springboard and duly communicated to the Member Entity on the date of joining itself e.g. A Member Entity joins 91springboard during the month of December and on the date of joining a Revised Membership Fee plan effective 1st January in the month following, is already announced and communicated to the Member Entity, in that case, the Member Entity will be charged at existing rates of membership fee for the month of December and as per Revised Membership Fee plan effective 1st January in the following month. On the contrary, if there is a uniform decrease in the Membership Fees in the initial six months of the Membership Plan, then such decreased pricing shall be applicable to the Member Entity immediately, notwithstanding that the initial six months have not expired. (ii) any escalation in case of teams which have locked-in shall happen only after the period of lock-in is over, unless mutually decided by 91springboard and respective member entity

5. LOCK-IN PERIOD TERMS

- a. Notwithstanding anything contrary contained herein, the Member Entity agrees to serve the lock in commitments with complete payments for all its members (including the additional members, if any) for the entire period of the lock in Period. Therefore, in case the Member Entity terminates the Membership Plan prior to the expiry of the Lock-in Period, the Member Entity shall pay Membership Fees and other amounts to 91 Springboard for the unexpired period of the Lock-in-Period, which will become immediately due. In such an event the security deposit amount shall stand forfeited. 91 Springboard shall have the rights to claim and recover all its outstanding dues arising under the terms of this Coworking Letter - Terms of Offer from the Member Entity. It is further clarified that the Lock in Period will get automatically extended, proportionately, for the period of invocation of Force Majeure Event. It is again clarified that for the purpose of Lock in Period, the Lock in Period commencement date shall be the date on which the member entity was onboarded.
- b. Notwithstanding clause 6 hereunder, 91 Springboard shall have the right to terminate the Membership during the Lock-In Period, for any breach of the terms and conditions contained in this Terms of Offer, which is not cured by the Member Entity within 30 (thirty) days from the receipt of a notice issued by 91 Springboard informing the Member Entity of such breach. During the cure period, 91 Springboard may, at its sole discretion, in the overall interest of the Hub or its members or the community, issue further directions/ advice to the Member Entity to cure the breach within certain timeline or for any other matter which shall be strictly adhered by Member Entity, failing which 91 Springboard shall have the right to revoke the membership with immediate effect.
- c. Discounts during Lock-in Period:
 - i. Member Entity shall not be entitled to any routine discounts offered by 91 Springboard other than the one agreed under this Terms of Offer.
 - ii. The Member Entity has the option to increase the number of lock in members during the lock in period subject to the confirmation from 91 Springboard. The Member Entity shall make a request in writing through email or otherwise indicating the increase in the number of members who will be subject to the Lock in Period terms. 91 Springboard may confirm the same to the Member Entity by making an offer through email to the Member Entity. The Member Entity shall accept and agree to the same by a return email within 2 business days thereof. Subject to the email addendum, all the

terms and conditions contained herein shall also apply to the additional members effective from the date of acceptance of the email offer by the Member Entity.

- iii. During the Lock in Period, the Member entity is not allowed to either downsize the team or change the membership plan
- d. In the event of termination under this Clause, if there are pending dues or any assets of 91 Springboard which are not returned by the Member Entity, Security Deposit shall be adjusted against the corresponding amount that is due and payable. Further, the Member Entity shall be liable to pay an interest of 2% per month calculated upon the Membership Fees from the Due Date till the date the Membership Fees is actually paid by the Member Entity.
- e. If a Member Entity defaults in paying the membership fees for more than One (1) month during the Lock in Period, then 91 Springboard will issue notice to the Member Entity calling the Member Entity to pay the Membership Fees within a period of 15 days from the date of the notice. If the Member Entity fails to respond to the notice nor pays the Membership fees within the said period of Fifteen (15) days then it will be presumed that the Member Entity is no longer interested in its membership with 91 Springboard and has abandoned the Membership. The Membership will be deemed as terminated by the Member Entity in breach of the terms of the Lock in Period and all the consequences mentioned in this Coworking Letter- Terms of Offer will follow. All the fees & charges arising under the terms of this Coworking Letter – Terms of Offer, including but not limited to the membership fees for the unexpired period of the Lock in Period shall immediately become payable by the Member Entity.
- f. On the expiry of the Lock in Period, all the discounts and other benefits including the escalation cap available under this Lock in Period terms shall stand withdrawn immediately and the member entity shall be subject to the standard pricing/ plans.

6. TERM & TERMINATION

Subject to clause 5 above, the following terms and conditions shall apply to Member Entities, who are not in Lock in Period.

- a. This Terms of Offer shall come into force from the date of signing of the last party to these Terms of Offer and shall remain valid till the time either Party terminates the Membership in the manner set forth in these Terms of Offer.
- b. 91 Springboard is entitled to terminate the Membership by giving the Member Entity a minimum of 1 (One) month notice period, assigning no reason for such termination. However, during the subsistence of the invocation of force majeure event, member entity cannot change plan nor terminate the membership agreement
- c. 91 Springboard is entitled to terminate the Membership, in the event, the Member Entity / any Team Member is found to have contravened any of the terms of the Terms of Offer, including but not limited to, non-payment of the Membership Fee for one (1) month or to have acted in a manner, which in 91 Springboard's sole discretion, hampers the use and enjoyment of the Hub by other members of the Hub, the team of 91 Springboard and guests, occupants and contractors of the building where 91 Springboard's office is located.
- d. In exceptional circumstances, the Member Entity may be required to vacate and hand over the Designated Area of 91 Springboard and forfeit other privileges provided by 91 Springboard within 24 hours from the termination of the Membership. In extreme cases, 91 Springboard reserves the right to revoke the membership with immediate effect in the interest of the overall community.
- e. If a Member Entity intends to discontinue, or make any changes to, the Membership Plan then it shall give prior notice as per the below table. In case there is default in serving the notice period by the Member Entity, 91 Springboard shall have the right to forfeit the entire security deposit

Team Size	1-19	20-49	50-99	100 & above
Notice Period	1 Month	2 Months	3 Months	4 Months

- f. In the event of termination under this Clause, if there are pending dues or any assets of 91 Springboard which are not returned by the Member Entity, Security Deposit shall be adjusted against the corresponding amount that is due and payable. Further, the Member Entity shall be liable to pay an interest of 2% per month calculated upon the Membership Fees from the Due Date till the date the Membership Fees is actually paid by the Member Entity

7. MEMBERSHIP BENEFITS & LIMITED RIGHT TO USE OF SPACE

91 Springboard will use commercially reasonable efforts to provide you the services enumerated below.

- a. Power - Electricity and power backup provided, wherever available.
- b. Printing - Printing facility is available. Each Member can print up to 100 pages/month.
- c. Cafeteria facilities - Tea and coffee
- d. Event Entry - Free or discounted entry to events
- e. Stack Credits - Access to all stack credits by boosters
- f. Designated Area - The Member Entity has the right to operate out of the Designated Area assigned. The workstations allotted to the Member Entity in the Designated Area pursuant to Membership are not permanent and there may be changes in the Designated Area /seating arrangement due to the expansion or any modification of the Hub at the sole discretion of 91

Springboard, for which the Member Entity shall be notified at least 15 (Fifteen) days in advance. In case of an event of Force Majeure (ref. clause 12), the Member Entity shall be advised to change their Designated Area/ seating arrangement with immediate effect. If the Member Entity decides to oppose the change as suggested for the purpose of expansion or any modification of the Hub, then the Member Entity can make a written representation before 91 Springboard within 5 (Five) days and the matter will be discussed between the parties for further action. But under no circumstances, 91 Springboard shall have any liability whatsoever for any loss caused to the Member Entity/Team Members as a consequence to any decision of 91 Springboard under this clause. The use of Designated Area may on certain occasions be interrupted on account of upkeep of the facility and/or events that are beyond the control of 91 Springboard. Where it is practicable, 91 Springboard shall inform the Member Entity in advance of any known changes or interruption to Member Entity access to the Hub or to the use of any of the services provided by 91 Springboard. Such disruption may include, but is not limited to: (i) offering of events or services in the Hub, (ii) the need to move to another work area; and (iii) under rare circumstances, to vacate the Designated Area entirely

- g. Storage Cupboard is available at additional costs. In the event, the Member Entity loses the key to such storage cupboards, a duplicate key shall be issued on payment of additional charges by the Member Entity. 91 Springboard shall keep a backup key for lockers, cupboards and private spaces for security purposes.
- h. 91 Springboard ensures the cleanliness of the Hub to the best available measures. No third-party housekeeping staff is permitted within the Hub beyond the ones engaged by 91 Springboard. The cleaning timelines shall be as per 91 Springboard's standard practices. The Member Entity shall give access to the housekeeping staff, security personnel and Hub team in their designated area to allow routine cleaning work.
- i. The Member Entity is entitled to a 'company board/logo' on the 91 Springboard logo wall during the Term of the Membership at the designated area. The aforesaid facility provided to the Member Entity shall be discontinued from the day when the Member Entity falls in arrears of the Membership Fees. It is agreed between the parties that 91 Springboard shall use Member Entity's name, trademark, logo and photographs of Team Members solely for promotional and advertising purposes. 91 Springboard acknowledges and agrees that the aforesaid authorization to use the name, trademark and logo of the Member Entities shall not in any way grant 91 Springboard any rights in such intellectual property of the Member Entity.
- j. The air conditioners in the Hub are typically turned off after 8 p.m. for eco-friendly reasons. In the event, any Team Member wishes to work in the Designated Area later than 8 p.m. the Team Member may make use of air conditioner by only switching on the control switch for that designated area, the Team Member shall turn off the Air Conditioner, as soon as the Team Member leaves the Designated Area.
- k. The Hub shall remain open for twenty-four (24) hours and seven (7) days a week all year round except on public holidays and during the days or period where 91 Springboard or any of its Hub is required to be closed as per statutory requirements or as per any other directives of any Government authority having the jurisdiction. Public holidays may include 26th January (Republic Day), 15th August (Independence Day) and 2nd October (Gandhi Jayanti); on days of parliamentary, state or local body elections and holidays declared by the Government. However, for holidays declared by state governments prior notice will be provided by 91 Springboard and on these holidays the Member Entity may be permitted based on prior permissions granted by the relevant Government Authorities which shall be solely obtained in advance by the Member Entity at its own cost. A copy of the said permission must also be provided to 91 Springboard upon obtaining the same. Provided that the support staff at Hub such as housekeeping staff, IT staff etc. shall be available only on working days from 9:00 AM to 7:00 PM, on a need basis.
- l. Upon special request made in writing through the internal portal, a Member Entity shall be provided access to any of the hubs of 91 Springboard located throughout the territory of India, other than the Hub. A private and open dedicated member may be provided with a temporary workstation at such other hubs, subject to availability of workstations. However, such permission must be sought at least 5 working days prior to such proposed access.
- m. Use of conference room and meeting rooms
 - i. The meeting rooms available at the Hub can be used by the Member Entity by booking only on the internal portal. Meeting Room hours have also been allotted as a part of certain Membership Plans. In the event, the Member Entity falls into arrears of Membership Fees or any payments due towards 91 Springboard, there shall be no free access to the Meeting Rooms and the same shall be subject to advance payment at Standard Rates which are defined by 91 Springboard at the prevailing time ("Standard Rates").
 - ii. The conference rooms available at the Hub can also be booked, subject to availability, by contacting 91 Springboard's administration personally, 3 (Three) working days prior to the date of actual need. Conference Room credits have also been given as part of certain Membership Plans and the details are covered in this Offer Letter, post which the Member Entity shall be charged as per the Standard Rates for the usage.
 - iii. Booking of all resources (Meeting Rooms, Conference Room, events area etc.) is subject to availability of the same at the Hub and the sole discretion of 91 Springboard.
- n. Events Area - Member Entity is eligible to book the events area chargeable at the Standard Rates, provided the booking shall be made a minimum of 7 (Seven) working days in advance, through the Hub team and is subject to availability.
- o. Internet Access
 - i. 91 Springboard shall provide internet service to each Team Member of the Member Entity. As part of the registration

process, each Team Member will be provided with a unique username and password by 91 Springboard, which must be used in order to access the internet. The username and password are personal to the Member and are not transferable. Each Team Member must treat the username and password as confidential and must not disclose such details to a third party. All information provided to 91 Springboard by the Member Entity during the registration process shall be true and accurate. Team Members are solely responsible for all use of and for protecting the confidentiality of their username and password. Member Entity is responsible for all activities that occur under its registration. Any breach of security of a username and password should be notified to us immediately. 91 Springboard has the right to disable your username and/or password at any time if, in its sole opinion, the Member Entity has failed to comply with any of the provisions of the Terms of Offer.

- ii. The internet usage by the Member Entity and Team Members shall be for its business use and not use the internet in a manner prohibited by any central or state laws. Transmission of any material in violation of Applicable Laws, including, but not limited to any material or messages that are unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any Applicable Law is prohibited.
- iii. The Member Entity shall always ensure without fail that any software downloaded onto its systems shall be licensed versions only and all compliances with respect to using the same are always complied with throughout the Term. The Member Entity shall always keep 91 Springboard fully indemnified from all claims of Third parties on account of any infringement of copyright or breach of the terms of its usage or otherwise. In the event any harm is caused to 91 Springboard, the Hub or any other members of the Hub due to any illegality/non-compliance by the Member Entity due to usage or download of such software, the Member Entity shall be liable to fully indemnify 91 Springboard for the same.
- iv. Any Team Member shall not attempt to circumvent user authentication or security of any host, network, or account, including but not limited to, accessing data not intended for the Member Entity, logging into a server or account the Member Entity is not expressly authorized to access, or probing the security of other networks or other members of the Hub. 91 Springboard is not responsible for data, messages or pages lost, not delivered, or misdirected because of interruptions or performance issues with the service, or the underlying network(s) and transmission equipment and systems.
- v. The ISP may monitor the internet usage of the Member Entity. The ISP or 91 Springboard may disclose information regarding Member Entity's use of the internet services to satisfy Applicable Laws, regulations, governmental requests, or as per the terms of usage of the ISP.
- vi. Role of 91 Springboard would be that of a facilitator only and is not an Internet Service Provider ("ISP"), where the maintenance and speed shall be the responsibility of the ISP. 91 Springboard is facilitating internet access on "as is" basis and makes no representation and warranty with respect to suitability and merchantability of the internet facility. The internet or telecommunication facility or network access may be temporarily unavailable for reasons outside of the direct control of us, including non-availability from the ISP. The Member Entity shall comply with all the terms and conditions regarding the usage of the internet in effect today and as specified by the ISP, and as may be updated from time to time. While, 91 Springboard is committed to maintaining a public network for ease of use, 91 Springboard makes no guarantees or representations regarding the security of our network.
- vii. Performance of the internet is subject to unavailability, including emergencies, third party service failures, transmission, equipment or network problems or limitations, interference, signal strength, and maintenance & repair. End-to-end performance of internet service will also depend on a variety of other factors, including, but not limited to: the number of subscribers simultaneously using the network; specific characteristics of wireless connectivity and network hardware; the capacity or performance of the Member Entity's computer equipment; and intended destination and overall traffic on the internet.

8. HOUSE RULES

- a. The coworking space including the casual area, meeting rooms and any other spaces within the Hub are to be used only for the purposes of work. No team member of the Member Company shall be allowed to stay in the space overnight except for work purposes. 91 Springboard is not a co-living space.
- b. The Hub is usually a pet-friendly place, but 91 Springboard reserves the right to admission at its discretion. It is the sole responsibility of the owner to make sure that the pet is office friendly & does not create any disturbance to the other members. It shall be the liability of the pet owner to maintain cleanliness. The housekeeping staff at the Hub will not be responsible for cleaning after the pet. The pet shall not be left unattended by the owner at any time. In case of any accident involving the pet or harm or injury caused by the pet, the pet owner shall bear all losses and shall not hold 91 Springboard responsible in any manner.

Access Card-Terms and Conditions:

- I. The Member Entity will be assigned non-transferable access cards equal to the number of team members (memberships) during onboarding. Additional access cards will be provided in case of team expansion at no extra cost. Confirmation of the handover will be done over email by the Member Entity to the hub team.
- II. Access Card is the property of 91 Springboard and its usage constitutes acceptance of the Terms & Conditions in force at the time of use. Use of the Access Card may be revoked at the sole discretion of 91springboard for any breach of its Terms & Conditions as contained herein. The Member Entity shall be held responsible and liable for any misuse, unauthorized or illegal use of the access card by its team members.
- III. The Member Entity is responsible for the safe keep of the Access Cards.
- IV. The Member Entity shall ensure that its team members do not transfer, damage or tamper with the Access Card or so any act, which may damage the usability of the card. In that event, the card will be replaced at an extra cost of INR 500/-91springboard will not be responsible for any damage, loss and/or mishandling of the Access Card.
- V. Any loss of Access Card is required to be reported to the 91springboard immediately to allow prompt action and replacement, which will be at an extra cost of INR 500/- per card.
- VI. Any change in ownership (replacing team members) of the access card has to be informed to the hub team to update records.
- VII. The Member Entity is responsible for returning all the access cards to the hub team during offboarding. Any loss or damage will be accounted for and an amount of INR 500/- per card will be charged for any loss of Access Cards. These terms and conditions are subject to change as maybe communicated by 91 Springboard.

9. RESPECT FOR COMMUNITY INTERESTS

- a. Member Entity's own Membership should not interfere with the interests of the community as a whole.
- b. The Member Entity shall not maintain or store any inventory of goods in common areas of the Hub that have not been explicitly designated for such purpose.
- c. The Member Entity shall obtain permission from 91 Springboard to post signs, host events, or otherwise use the office space in ways that may restrict or impose on the interests of the other licensors or members of the community.
- d. The Member Entity shall honour the guest policy, fair usage philosophy of 91 Springboard and purchase a day pass for a guest that stays beyond the permitted meeting room usage time. In case the Member Entity falls into arrears of Membership Fees or any payments due towards 91 Springboard, there shall be no free access to the aforementioned facilities and the same shall be subject to advance payment at Standard Rates.
- e. The Member Entity undertakes not to act in a manner which, in 91 Springboard's sole discretion, does or is likely to adversely affect the peaceful operation or enjoyment of other members at the Hub, the building in which Hub is located, or the building's occupants, guests, or contractors. In the event the Member Entity acts in such aforementioned manner which may adversely affect or is likely to affect the peaceful operation or enjoyment of other members at the Hub, the building in which Hub is located, or the building's occupants, guests, or contractors, 91 Springboard shall be entitled to restrain the Member Entity from using the Designated Area.

10. PROHIBITION OF ILLEGAL/OBJECTIONABLE ACTIVITY

The Member Entity shall not engage in:

- a. any illegal activity in the Hub or the Designated Area or in and around the building in which 91 Springboard Hub and the office is located, including but not limited to drug use and/or illegal online activity;
- b. consuming, provisioning or selling alcohol or drugs of any kind in the Hub or the Designated Area or in and around the building in which 91 Springboard Hub and the office are located, except when alcohol is procured with license by 91 Springboard for an event. Any such activity may lead to immediate termination of Membership of the Member Entity;
- c. any online or business activity of such a nature that may damage or impair the functioning of the Hub or office space or its services, including but not limited to overburdening or impairing any servers or networks connected to 91 Springboard; and
- d. any online or business activities involving moral turpitude that may damage or otherwise adversely affect the benefits of Membership, 91 Springboard's reputation, or the reputation of other members of 91 Springboard, including but not limited to using Hub in connection with downloading or using trademarked or copyrighted material without permission, pyramid schemes, spam, identity theft, defaming or harassing others, or uploading or downloading profane or indecent material. In cases where a judgment call remains to be made in connection, such judgments will be made at the sole discretion of 91 Springboard.

OTHER TERMS AND CONDITIONS

11. INDEMNIFICATION AND LIMITED LIABILITY

- a. The Member Entity hereby indemnifies and holds 91 Springboard fully harmless in the event:

- i. Any person sustains an injury at Hub, or some property gets damaged as a result of Member Entity and/or Team Member's negligence. Member Entity shall be liable to pay for that injury or damage irrespective of whether Member Entity's insurance provider covers the said damage or not. The Member Entity undertakes to take appropriate insurance coverage to discharge its liability for such injury or damage sustained by 91 Springboard.
- ii. For any damage that may be caused to 91 Springboard on account of (i) any violation of the Applicable Laws by Member Entity or Team Members; (ii) violation of representations, warranties or covenants of this Terms of Offer by the Member Entity; or (iii) usage of Hub address as the registered office of the Member Company with the Registrar of Companies ("ROC") or (iv) any action that may be initiated by any other fellow member against 91 Springboard on account of such member being unable to use the facilities in accordance with their agreement on account of any violation by Member Entity or its Team Members; or (iv) any damage caused to the Designated Area or the Building or the Hub on account of any act by the Member Entity or its Team Members.
For the purposes of this Terms of Offer, "Applicable Law" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval, of any governmental authority, directive, guidelines, policy, clearance, requirement, or governmental restriction or any similar form of decision or determination by, or any interpretation or administration having the force of law of any of the foregoing by any governmental authority having jurisdiction over the matter in question, whether or not in effect as of the signing date of this Terms of Offer.
- b. The Member Entity shall not hold 91 Springboard or its employees or agents responsible for the loss, theft, or damage of Member Entity's belongings/property/confidential information, including but not limited to laptop computers, cell phones, clothing, bags, wallets, notes, prints or books. However, 91 Springboard may extend all the possible support to the Member Entity to resolve any issue relating to any such loss, theft or damage of Member Entity's belongings or property without any liability.
- c. Member Entity shall carry their own liability and personal property insurance policy to cover their own property and to protect themselves against damage caused to 91 Springboard, the co-working space, or other member's personal belongings.

12. FORCE MAJEURE

- a. If the performance is prevented, restricted or interfered with by reason of Force Majeure Event, then such Party shall be excused from such performance to the extent of such prevention, restriction or interference provided that:
 - i. the party claiming a Force Majeure Event shall give prompt notice in writing to the other Party within a period of 7 (seven) days from the date of occurrence of the Force Majeure Event providing a description of such Force Majeure Event, including a description, in reasonable detail, of the cause of the Force Majeure Event; and
 - ii. the Party claiming Force Majeure Event shall use reasonable efforts to avoid or remove the cause of non-performance and shall continue performance hereunder as soon as Force Majeure ceases.
- b. Force Majeure Event means any circumstance (whether arising from natural causes, human agency or otherwise) beyond the control of the Parties including (but without prejudice to the generality of the foregoing)
 - i. act of God, lightning, storm, fire, floods, earthquake;
 - ii. act of a public enemy, war (declared), terrorism, sabotage, riot, insurrection, epidemic;
 - iii. strikes, lockouts, work stoppages or other labour trouble from whatever cause arising, acts of government or compliance by the parties hereto with any order, direction or request of any governmental officer, department, agency, authority or committee thereof; or
 - iv. the effects of any changes/ amendments in Applicable Laws.
- c. During the period of invocation of Force Majeure event by a party, the other party shall not have the right to terminate the membership.

Notwithstanding the terms contained under this Clause (i.e. Cl.12), during the invocation and subsistence of Force Majeure event, the Member Entity shall continue to pay the monthly membership fees unless 91 Springboard, at its sole discretion, offers concession thereon, which may go upto 25% of the applicable monthly membership fees. The concessional membership fees will be communicated in writing by 91 Springboard to the member entity.

13. REPRESENTATIONS AND WARRANTIES

- a. 91 Springboard hereby represents, warrants and covenants to the Member Entity as under:
 - i. It is a duly incorporated entity and is validly existing under the Applicable Law.
 - ii. It has the requisite power and authority to execute, deliver and perform the obligations, terms and conditions set forth in this Terms of Offer and all corporate authorisations have been taken in this regard; and when executed, this Terms of Offer shall constitute its valid and binding obligations enforceable against it in accordance with its terms.

- b. 91 Springboard is the lawful [lessee/licensee] of the Hub and as such have full power and authority to enter into this Terms of Offer and to deal with the Hub in the manner as contemplated in this Terms of Offer.
 - i. 91 Springboard has all the requisite statutory approvals, permissions, consents under Applicable Laws in connection with the occupation, licensing and use of the Hub and the Designated Area.
 - ii. Member Entity shall have unfettered, unobstructed, peaceful permission to use the Designated Area to conduct its business activities, subject to the timely payment of Membership Fees and strict adherence to the stipulations as contained in this Terms of Offer.
- c. The Member Entity hereby represents, warrants and covenants to the 91 Springboard as under:
 - i. It has the requisite power and authority to execute, deliver and perform the obligations, terms and conditions set forth in this Terms of Offer and all corporate authorisations have been taken in this regard; and when executed, this Terms of Offer shall constitute its valid and binding obligations enforceable against it in accordance with its terms.
 - ii. Member entity is solely responsible for complying with all the provisions of applicable laws, including but not limited to, labour & industrial laws, as applicable to the Member Entity and shall keep 91 Springboard indemnified from any losses or consequences that 91 Springboard may sustain due to any default by the Member Entity
 - iii. Post termination of the Membership, if there are any pending dues from the side of the Member Entity then the Member Entity warrant to pay all such dues in terms of these Terms of Offer.
 - iv. Member Entity shall not put in any claim of tenancy or sub-tenancy or any other right or title to or in respect of the Hub or any part thereof.
 - v. Member Entity or its agents, employees or Team Members shall at all times during the subsistence of this Terms of Offer cooperate without fail with 91 Springboard and all other persons authorized by it to enter upon and inspect the Designated Area at any time.
 - vi. For the purposes of running its business from the Designated Area, it will be Member Entity's sole responsibility to apply, seek, procure, get any or all statutory permissions / licenses and maintain such permissions/licenses with respect to its business throughout the Term and any renewal thereof.
 - vii. Member Entity agrees and covenants that it will at all times cooperate with other members situated in the Hub and shall not create any problem claim any reservation including but not limited to use of common facility i.e. installation of water tanks, generator sets, use of space for signage, advertisements, etc.
 - viii. The Hub can only be allowed to be used for carrying out the business activities of the Member Entity subject to necessary approvals & permissions issued by the appropriate authorities in this regard. Therefore, it shall be the responsibility of the Member Entity to conduct its business from the Hub upon receipt of the requisite permissions. Licenses and approval.
- d. Non-Compete & Non-Solicitation: The Member Entity and each of the Team Member during the Term of the Membership, and for a period of 12 months, after the termination of the Membership:
 - i. shall not, without the prior written consent of 91 Springboard, directly or indirectly, own, manage, operate, have an interest in, control or participate in the ownership, management, operation or control of, or be otherwise connected in any manner with any corporation, partnership, proprietorship, trust, association or other business entity, which directly or indirectly engages anywhere in the [world/Asia/Asia Pacific] in a commercial activity identical or similar to, or one that competes with the business of 91 Springboard. 91 Springboard shall not unreasonably withhold the consent.. 91 Springboard shall not unreasonably withhold the consent.
 - ii. shall not directly or indirectly, attempt in any manner to solicit any client or customer or third party supplier or service provider, or attempt to persuade any person, firm or entity which is a client or customer or third party supplier or service provider of 91 Springboard to cease doing business or to reduce the amount of business which any such client or customer or supplier or service provider has customarily done or might propose doing with 91 Springboard; and
 - iii. shall not directly or indirectly, employ or attempt to employ or assist anyone else to employ any such person who is in the employment of 91 Springboard, at the time of the alleged prohibited conduct, or was in the employment of 91 Springboard, at any time during the preceding six months.
- e. Confidentiality: Any information disclosed by 91 Springboard, inclusive but not limited to any ideas, strategies, data, and designs, terms and conditions of this Terms of Offer is strictly confidential in nature. The Parties shall not use the Confidential Information for any purpose other than the performance of their obligations under this Terms of Offer and the Parties will disclose any such Confidential Information only to those of their employees, officers, agents or consultants who have a need to know for the purpose of performing the Parties' obligations to this Terms of Offer . If the Member Entity determines that it is required, under Applicable Law, to disclose information regarding this Terms of Offer, it will, before making any such disclosure or filing, consult with 91 Springboard regarding such disclosure or filing and make reasonable efforts to seek confidential treatment for such portions of the disclosure or filing as may be requested by 91 Springboard to the extent permissible under Applicable Law. The Member Entity shall provide all assistance to 91 Springboard, if required, to Member Entity's personal information shall not be shared/ disclosed without the prior consent of the Member or shall be shared only if required under Applicable Law. However, some of the information might be used as a part of an aggregate data set that might be used to provide insights to the government.

- f. Non-transferability: The Membership cannot be assigned, sub-let, sublicensed, transferred in any manner whatsoever.

14. ANTI-MONEY LAUNDERING

- a. The Member Entity will conduct all the business operations in accordance with all laws that prohibit commercial or public bribery and money laundering, including the Money Laundering Control Act, 1986 and the Prevention Of Money Laundering Act, 2002 (the "Anti-Money Laundering Laws"), and that all funds which it will use to comply with its payment obligations under this Terms of Offer will be derived from legal sources, pursuant to the provisions of the Anti-Money Laundering Laws. Member Entity shall provide all information and documents that 91 Springboard from time to time may request in order to comply with Anti-Money Laundering Laws.

15. ANTI-CORRUPTION LAW

- a. Member Entity represents and warrants that it is in compliance with all laws of those countries in which it operates, including all anti-bribery and anti-corruption laws, and will remain in compliance with all such laws during the term of this Terms of Offer. Member Entity further represents and warrants that it has not made, authorised or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person nor make such payments, gifts or other transfers of value, directly or indirectly in the future, in order to (1) improperly influence any act, decision or failure to act by that official or person, (2) improperly induce that official or person to use that official's or person's influence with a government or business entity to affect any act or decision by such government or entity, (3) secure any improper advantage, or (4) inducing the Government Official or commercial party to do or omit to do any act in violation of the lawful duty of such official.
- b. Member Entity agrees that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-bribery or anti-corruption law, it shall immediately disclose such activity to 91 Springboard. If, after consultation by all parties to this Terms of Offer any concern cannot be resolved in the good faith and reasonable judgment of 91 Springboard, then 91 Springboard, on written notice to Member Entity, may despite any other term of this Terms of Offer withdraw from or terminate this Terms of Offer with immediate effect. 91 Springboard shall have the right to terminate this Terms of Offer with immediate effect if Member Entity or Team Member breaches this undertaking set forth in this Terms of Offer.

16. SEXUAL HARASSMENT ACT AND HOW POSH WILL WORK

- a. The Member Entity shall not indulge in activities that are attributable directly, indirectly or remotely to the offences of molestation/sexual harassment. For the purpose of this clause, molestation/sexual harassment shall include and not be limited to unwelcome verbal, non-verbal or physical conduct that is offensive, demeaning, humiliating, derogatory or any other inappropriate behaviour that fails to respect the dignity of any person at the Hub as prescribed by the POSH Act, 2013. In case of any redressals that include Employees of 91 Springboard, it shall be addressed by the designated Internal Complaints Committee ("ICC") of 91 Springboard. However, the Member Entity shall be liable to ensure that they are in compliance with the requirements of POSH Act, 2013 for their own entity. 91 Springboard shall not be responsible for any internal conflicts.

17. MISCELLANEOUS

- a. Changes in terms and conditions: 91 Springboard reserves the right to update the terms and conditions as provided in these Terms and Conditions at any time and the same shall be informed to the Member Entity via email .
- b. Discounts can be availed by the Member Entity according to the agreed terms. However, 91 Springboard reserves the right to withdraw any existing discounts or introduce a new discount in place of an existing discount by giving the Member Entity one month's notice vide email or otherwise.
- c. Invalidity: In the event that any provision or portion of this Terms and Conditions is determined to be invalid, illegal, or unenforceable for any reason, in whole or in part, the remaining provisions shall be unaffected and shall remain in full force and effect to the fullest extent permitted by the law.
- d. Notice: Any notice intended to be given by any Party hereto to the other Party shall be deemed to be properly and validly given only if it is delivered or sent by email provided by such other Party. If the email is sent before 5:00 pm on a working day, the date of such day would be considered as the date of delivery of the notice. However, if such notice is sent after 5:00 pm, it would be deemed to be delivered on the next working day. Any Party may deliver any notice through any means of delivery or by Registered Post, with acknowledgement, or Speed Post, with acknowledgement, at the addresses given in the preamble, as far as it is coupled with an email as mentioned above.
- e. Entire Arrangement: This Terms of Offer constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all previous communications, negotiations, commitments, either oral or written between 91 Springboard and Member Entity.
- f. Governing Law & Jurisdiction: The governing law of this Terms of Offer shall be the law of India. Subject to the dispute resolution clause below, the courts of New Delhi, India shall have jurisdiction over any dispute arising hereunder.
- g. Dispute Resolution: Any dispute arising out of or in connection with this Terms of Offer which is not resolved within 21 (Twenty-One) days after the service of a notice by a Party on the other, including any question regarding its existence, validity or

termination shall be referred to and finally resolved through arbitration by a sole arbitrator nominated mutually by both parties under the Arbitration and Conciliation Act, 1996 and other applicable provisions thereof. In the event the parties are not able to mutually appoint one arbitrator within 5 days from the commencement of discussion to this effect, each party would appoint one arbitrator who will in-turn appoint a third arbitrator who would be the chairperson of the tribunal thus constituted. The arbitration proceedings shall be in the English language and shall be held in New Delhi. The arbitration award shall be final and binding on the Parties.

- h. Costs: Each party shall bear its own legal costs relating to the preparation, negotiation and execution of this Terms of Offer.
- i. Counterparts: These Terms of Offer may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
- j. Further assurances: The Member Entity shall, at its own expense, from time to time execute all such documents and do all such acts and things as 91 Springboard may reasonably require for the purpose of carrying out the purpose and intention of this Terms of Offer.
- k. Publicity: The Member Entity shall not issue any media release or post on social media in respect of this Terms of Offer, its contents or 91 Springboard without the prior written consent of 91 Springboard. 91 Springboard shall be provided a draft of the media release or social media post by the Member Entity for review and approval prior to release.
- l. Third Parties: Other than as permitted under this Terms of Offer, a person or entity who is not a party has no rights to enforce any term of this Terms of Offer.
- m. No waiver: No failure or delay by 91 Springboard to exercise any right, power or remedy shall operate as a waiver of it nor shall any partial exercise preclude any further exercise of any right, power or remedy, or of some other right, power or remedy.

Both the Parties shall abide by all the terms and conditions till the termination of the membership.

ANNEXURE-1 INDICATIVE LIST OF FEATURES OF EACH PLAN (Member may select any plan from here)

PLAN SPECIFIC FEATURES

DEDICATED PLANS – Private, Private 2-seater, Open Dedicated, Private 1- Seater

FLOATING PLANS – Open Flexi, Part-time, Student, Nights & Weekend, 30:60 Flexi Pass

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| <p>1. Storage</p> <p>2. Access to space</p> <p>a. Dedicated - Full month access to space to any of the hubs of 91springboard located in India. Access is restricted to floating desks, casual spaces and cafe area in other hubs. Access to book meeting rooms in other (non-home) hubs subject to availability and chargeable according to standard rates of the non-home hub. Charges will be levied at non-home hubs for bookings, irrespective of allocated meeting room hours associated with the membership plan at the home hub.</p> <p>b. Floating</p> <p>i. Open Flexi: Full month access to space to any of the hubs of 91springboard located in India. Access is restricted to floating desks, casual spaces and cafe area in other hubs. No access to book meeting rooms in other hubs.</p> <p>ii. Part Time: 12 days access per month to the space to any of the hubs of 91springboard located in India. Access is restricted to floating desks, casual spaces and cafe area in all hubs. No access to book meeting rooms in other hubs.</p> <p>iii. Student: Full month access to floating desks, casual spaces and cafe area at home hub. No access to other hubs of 91springboard.</p> <p>iv. Nights & Weekends Plan: Access on weekends and from 7.30 pm to 7.30 am on weekdays to home hub. No access to other hubs of 91springboard.</p> <p>v. 30:60 Flexi Pass: Team can access the hub 30 times in a 60 day period from their start date. Access is restricted to floating desks, casual spaces and cafe area in other hubs. No access to book meeting rooms in other hubs.</p> | <p>Dedicated - Small storage space is available.</p> <p>Floating – No Storage Space</p> |
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rooms based on the plan type.

3. Allotted Meeting Room Hours – Time based monthly access to book meeting

S.No	Plan Type	Meeting Room Hours/Month**
1	Private	5
	Private Add-on (Rotational)	0
	Private Excess	2.5
2	Private 2- Seater	5
3	Private 1- Seater	5
3	Open Dedicated	5
4	Open Flexi	4
5	Part time	3
6	Nights & Weekends Plan	0
7	Student	0
8	Registered Office	0
9	Day Pass	0
10	30-60 Flexi Pass	4

4. Rotational add-on (in **Private and Open Dedicated Plan ONLY**):

- Under the add-on (rotational) membership plan, a Member Entity can avail the membership plan for a fixed number of original team Members ("Original Team Members") and for certain fixed number of additional team members ("Additional Team Members") by paying the Membership Fee for Add-On (Rotational) Plan. The Additional Team Members can work out of the Designated Area allocated to the Original Team Members, provided that at any given time the total number of members (i.e. Original Team Members plus Additional Team Members) using the Designated Area shall not exceed the number of the Original Team Members, which number was initially communicated by the Member Entity, at the time of availing the Add-On (Rotational) Plan.

5. Student plan:

- Applicable to students only. At the time of onboarding, anyone registering themselves on student plan must provide the following:
- College/school ID proof (mandatory)
- Most recent mark sheet from school/college (mandatory)
- Submit a joining/Offer Letter signed by your company representative, if applicable

Please note that in order to avoid misuse, the Membership would be capped with an end-date as 3 months from the date of joining. Should the student continue after the 3 months, they need to be moved to another plan.