

Acceptance of Terms:

TECHUB COWORKING (SMC-PRIVATE) LIMITED provide commercial space located at 585, Block H3, Phase 2, Johar Town, Lahore, Pakistan and to be used as a *Coworking Space*, referred to hereafter as (the “**Company**”) Upon your execution of the T&C and providing information under Annexure 1, **Urban facilities management PVT LTD** (the “**Client**”, “**You**” or “**member**”) shall be allowed to use the Company Services subject to the following *terms and conditions* (T&C). The Company reserves the right to update the T&C at any time without notice to you.

The Company’s membership application does not create a tenancy but a prepaid usage license to use the provided amenities on a monthly or casual basis.

Description of Services:

The Company may provide you with access to office space, workstations, Internet access, office equipment, conference space, knowledge resources, and other services (collectively, “**Service(s)**”). The Services at all times are subject to the T&C. During the membership period, you shall not:

- use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices.
- use the Services in any manner that could damage, disable, overburden, or impair any Company’s server, or interfere with any other party use and enjoyment of any Services.
- attempt to gain unauthorized access to any Services, or accounts, computer systems, or networks connected to any Company’s server or to any of the Services, through hacking, password mining, or any other means.
- obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services, nor should you post or download files that you know or should know are illegal or that you have no rights to.

You hereby acknowledge, represent and warrant the following:

- that you have all requisite legal power and authority to enter into and abide by the terms of this T&C and no further authorization or approval is necessary.
- that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement, or other instrument or obligation to which you are a party.
- That you shall only use the office space provided as per the agreed hours/shift prior to availing the Services.
- That a dedicated office shall not mean a 24-hours use by you of the dedicated space. The dedicated office facility only provides you the office space for 24-hours with a locking facility. The Company may use the office premises after your shift is over.
- That you shall be responsible for your equipment, information, and resources used within the office premises, you may not

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claim any damages against any theft, loss, or damage to any of your equipment.

In the event of a breach of the T&C or this section, your use and/or participation of the Services with the Company shall be terminated, immediately.

Use of Services:

The Client agree that when participating in or using the Services, the Client shall not:

- Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material, or information on or through the Company's servers.
- Upload, or otherwise make available, a file that contains images, photographs, software, or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright, trademark laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or another proprietary right of any party; Upload files that contain viruses, Trojan Horses, Worms, time bombs, candle boats, corrupted files, or any other similar software or programs that may damage the operation of another computer or property of another coworker. Download any file that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and or/distributed in such a manner.
- Restrict or inhibit any other user from using and enjoying the Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Service (including the **Building Rules**).
- Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party.
- Violate any applicable laws or regulations
- Create a false identity to mislead others.

During the membership period, you shall provide the following information:

- Information related to your employees, including, but not limited to, hiring of any new employees, termination of employment with an existing employee, and personal information etc.
- The number of employees joining, and the seating arrangement required. At instances, where the Company identifies a use of any unpaid seat, the Client shall be charged a penalty, decided as per the discretion of the Company.

In the event of a breach of the terms and conditions of this section, your use and/or participation with the Company shall be terminated, immediately.

Renewals and Terminations:

This T&C shall automatically be renewed at the end of each period with the consent of both parties. The T&C must be adhered to at all times. Failure to follow T&C may result in non-renewal or even early termination of the usage license. The Company reserves the right to terminate any Service at any time, immediately and without notice, if you fail to comply with the T&C. This includes non-payment or violation of the space rules. If this happens, the Company will refund any amounts paid for unused periods that remain after deducting any pending charges, on an appropriate basis.

Members may terminate this T&C by giving a written notice of termination as established under this T&C. Termination shall be in effect as of the end of that calendar month. Should members not provide timely notice of termination to the Company then the **membership period** shall continue to the end of the following calendar month and the service fees for that calendar month shall be payable.

Invoicing and Payment:

The member shall be automatically invoiced monthly in advance based on their membership option. Also included are any variable charges such as telephone usage that may have been incurred during the previous period. Payment is required at the beginning of the month for that period, at the date specified in the invoice. Payment for casual usage is either paid on the day of use unless other arrangements have been made with the Company. The Company reserves the right to increase the cost for Services at 20% to 40% annually.

The Company reserves the right at all times to disclose any information about you. Your participation in and use of the Services as the Company may deem necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part in the Company sole discretion.

Confidentiality

You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by the Company or any **participant of use of the Services** or any employee affiliate, or agent thereof, that is non-public, confidential, or proprietary in nature. Confidential information also includes, without limitation, information about the

business, sales, operations, know-how, trade secrets, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems, and/or books and records of the Company, any analyses, compilations, studies or other documents prepared by the Company or otherwise derived in any manner from the Confidential Information that you are obliged to keep confidential or know or has reason to know should be treated as confidential.

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Your participation in and/or use of the Services obligates you to;

- Maintain all Confidential Information in strict confidence; Not to disclose Confidential Information to any third parties;
- Not to use the Confidential Information in any way directly or indirectly determined to the Company or any participant or user of the Services.
- All Confidential Information remains the sole and exclusive property of the Company or the respective disclosing party. You acknowledge and agree that nothing in this T&C or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright, or other intellectual property proprietary rights of the Company or any participant or user of the Services.

Participation:

You acknowledge that you are participating in or using the Services of your own free will and decision. You acknowledge that the Company does not have any liability concerning your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

Disclaimer of Warranties:

To the maximum extent permitted by the applicable law, the Company provides the Services and with all faults, and hereby disclaim concerning the services all warranties and conditions, whether express, implied, or statutory, including but not limited to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty, or condition of title, quiet enjoyment, quiet possession, correspondence to description, or non-infringement. The entire risk as to the quality, or arising out of participation in or the use of the services, remains with you.

Exclusion of Incidental, Consequential, and Certain Other Damages:

To the maximum extent permitted by the applicable law, in no event shall the Company or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of the Company, and even if the Company has been advised of the possibility of such damages.

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Limitation of Liability and Remedies:

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of the Company or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this T&C and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to [enter amount]. The foregoing limitations, exclusions, and disclaimers, including the previous sections) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Non-Disparagement:

You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding the Company, or any of the Company officers, directors, employees, personnel, agents, policies, services or products, other than to comply with the law.

Indemnification:

You release, and hereby agree to indemnify, defend and save harmless the Company and the Company (whether or not wholly-owned), affiliates, divisions, and their past, present, and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services. You further agree if you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorney fees and costs incurred by the Company or its respective officers and agents in connection with the defense of such claim or lawsuit.

Severability:

If any provision or portion of this T&C is determined to be invalid, illegal, or unenforceable for any reason, in whole or in part, the remaining provisions of this T&C shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

Additional Responsibilities:

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- Parking is available on the street and first come first serve in the adjacent parking lot except for reserved spaces.
- The Company is a non-smoking facility. Smoking inside the office premises is strictly prohibited. A fine of Rs. 500 will be imposed on the company if their employee is found smoking
- Members are allowed to bring guests. However, they must register and if they are participating in regular use of the facility may be required to get an additional membership.
- The last date for rent submission is the 5th of every month. A fine of Rs. 500 per day will be charged if the deadline for rent submission is exceeded.
- When using counter space, meeting rooms, or other resources or areas of or in the facility it is required that you return them to their original configuration or condition or better once completed with use.
- Storage of equipment or personal property is only allowed with the permission of the facility manager and the Company will not be held responsible if such items are damaged or missing.

Amenities:

- The Company provides free wifi to members and guests. For a password see the facility manager. As we are not the internet service provider so we are not responsible for any network disruptions or speed fluctuations caused at the ISP's end. The password is subject to change from time to time.
- The Company offers the use of coffee makers or refrigerator space for lunches and food consumption. In addition, filtered water is available free of charge.
- The Company provides a printing facility to its customers 25 pages per month are allowed. For additional pages, 5Rs per print will be charged.
- The Company provides 8 hours meeting room access in your package.

Annexure 1

Onboarding Information			
Contact Person:		Designation:	
Business Name:		Business Activity:	
Email Address:		Contact Number:	
NTN Number:		Number of Employees:	
Working Days:		Working Hours:	
Account Information:	[Bank Name], [Account Number]		

You are required to provide the copies of the following:

- CNIC
- NTN
- Company Logo
- Employees Details (Name, Designation, Working Days, Check In & Check Out times)

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