

FACILITY PROVIDER AGREEMENT

This Facility Provider Agreement (“**Agreement**”) is entered into on this the ____ day of <month> 2025, (“**Effective Date**”) and is executed at <place>

BY AND BETWEEN

IDAMUMAI TECHNOLOGIES PRIVATE LIMITED a Company incorporated under the Companies Act, 2013 and operating under the brand name **CUMMA (“CUMMA”)** having its registered office at 46A, Anna Nagar II Street, Linganur, Vadavalli, Coimbatore – 641041, (hereinafter referred to as the “**Company**” which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its representatives, assignees and administrators) of the FIRST PART;

AND

_____, a <nature of entity> owned by (AADHAAR #) residing at and having his/her business at _____ (hereinafter called the “**Facility Provider**” which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners, heirs, executors, administrators, representatives and assigns) of the SECOND PART;

The Company and the Facility Provider shall individually be referred to as “Party” and collectively as “Parties” hereinafter.

WHEREAS, the Company owns and operates an e-commerce Platform under the brand name "CUMMA", which includes a website designed to facilitate the listing and booking of Products and services for lease by various Facility Providers to the Users;

AND WHEREAS, the Facility Provider is desirous of listing and renting its Products and/or Facilities through the Company's Platform as defined under this Agreement, leveraging its expertise, infrastructure, and resources to ensure efficient operations;

In consideration of the mutual promises and covenants hereinafter contained, it is hereby agreed by and between the parties, as follows:-

1. DEFINITIONS:

- a. "**Agreement**" means this Facility Provider Agreement and any and all attachments, annexures and exhibits attached to it, or incorporated in it by reference, and shall also include any extensions/addendum(s)/amendments (if any) to this Agreement, all of which shall form an integral part of the Agreement.
- b. "**Company's Policies**" include Non-Disclosure Agreement, Privacy Policy, User Agreement, Cancellation Policy, Refund Policy and any other policies, rules, guidelines as communicated by the Company from time to time including any modifications or amendments thereof, in the form of hard copies or electronic data communicated or available in the website/application of CUMMA, which are executed or deemed to be executed between the Parties hereunder.
- c. "**Confidential Information**" shall mean (i) information relating to the business, affairs, performance, finance and Intellectual Property Rights, treated as confidential by it and trade secrets (including without limitation, technical data and know-how) of and/or relating to the business, directors and shareholders of the Company, Users and affiliates including other facility providers in the Platform; (ii) any information whatsoever concerning or relating to (a) this Agreement in its entirety; or (b) any dispute or claim arising out of or in connection with this Agreement; or (c) the resolution of such claim or dispute, and (iii) any information or material prepared by or for the Company or its representatives that contain or are generated from Confidential Information, irrespective of its form and manner (iv) any personal information of the affiliates including other facility providers in the Platform or employees or personnel or proprietors or partners or directors of the Company, other information which is confidential or commercially sensitive including but not limited to business methods, management systems, marketing plans, strategic plans, finances, new or maturing business opportunities, marketing activities, processes, inventions, designs or similar, relating to the Company or its personnel or its associates or its affiliates including other facility providers in the Platform or its Users.
- d. "**Facility(ies)**" shall mean and include any and every facility such as co-working spaces, laboratory, studios, manufacturing facility etc., listed and provided by the Facility Provider through the CUMMA Platform, along with all Products (as defined hereunder), ancillary and support services, wherever the context suits.

- e. "**Intellectual Property Rights**" shall mean any and all now known or hereafter known tangible and intangible rights associated with intellectual properties such as works of authorship, including but not limited to moral rights and mask-works; trademark and trade name rights and similar rights; trade secrets; logos, trademarks, know-how, patents, copyrights, design rights, rights relating to computer software, data, inventions, discoveries, source codes, designs, software programs, applications, database, flowcharts, depictions, summaries, materials, documentation, records, forms, compilations, executables, binaries, discussion notes, any other industrial information, and all other intellectual property rights of every kind and nature throughout the universe and however designated, whether registered or not, whether arising by operation of law, contract, license, or otherwise.
- f. "**Law**" or "**Laws**" shall mean all procedural and substantive laws, judicial decisions, statutes, enactments, acts of legislature, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, inter-departmental notifications and circulars, orders and other requirements of any competent governmental authority, having the effect of law in India;
- g. "**Platform**" shall refer to Cumma's digital Platform where Facility Provider lists their Facilities.
- h. "**Product(s)**" shall mean and include any and every products, equipments, goods etc., in tangible form listed and rented/leased by the Facility Providers for usage at specific designated place of the Facility Provider by the Users.
- i. "**User(s)**" shall mean the users of the CUMMA Platform, who avail Products and/or Facilities offered for lease, which would also include any prospective purchasers of the Facilities.

2. SCOPE AND NATURE:

- a. This Agreement governs the relationship between Cumma and the Facility Provider, and their rights and obligations regarding the listing, booking, and usage of its Facilities through Cumma's Platform.
- b. The Facility Provider shall operate as an independent contractor and shall have no authority to act as an agent, employee, or representative of Cumma. The Facility Provider shall ensure that all Facilities offered through Cumma's Platform adhere to the agreed quality standards and comply with all applicable Laws.

3. TERM AND BENEFITS:

- a. This Agreement shall remain in force originally for a period until the parties mutually terminate commencing from the Effective Date of this Agreement.

- b. Upon expiration of the Term, this Agreement may be renewed for further periods vide written Communication, in accordance with the terms and conditions under this Agreement and/or upon the terms and conditions as may be agreed by and between the Parties.

4. REPRESENTATIONS AND WARRANTIES:

The Facility Provider represents and warrants as under:

- a. The Facility Provider has full legal capacity and power to (a) enter into, exercise its rights and perform its obligations under this Agreement and (b) to own and to use its respective Intellectual Property Rights for the purpose of this Agreement;
- b. All approvals, permits and licenses are valid and subsisting and shall remain valid, subsisting during the Term of this Agreement;
- c. The Facility Provider has the requisite power, license, consents, permissions, approval and authorities to execute and deliver this Agreement;
- d. The Facility Provider has the right to enter into and fully comply with, perform and observe all its obligations under this Agreement and such compliance, performance, observation of its obligations shall not violate or conflict with any agreement, contract, arrangement and understanding or any instrument, to which it is a party or by which it is bound; and
- e. The Facility Provider complies with all applicable Laws which are directly or indirectly applicable to it for the time being in force, at all times during the Term of this Agreement.
- f. The Facility Provider confirms and declares that there are no action, suit, proceedings, claims, arbitration, inquiry or investigation pending against it, its activities, properties or assets or no proceedings for its winding up/insolvency/bankruptcy have been instituted against it.
- g. The Facility Provider acknowledges that the relationship between the Parties under this Agreement is contractual in nature, and nothing in this Agreement creates or intends to create any partnership, joint venture, agency, franchise, or employment relationship between the Parties. The Facility Provider shall have no authority to make or accept any offers or representations on behalf of the Company, unless express Communication is made by the Company.
- h. Nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any person other than the Parties to this Agreement any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions, and provisions in this Agreement are intended to be and are for the sole and exclusive benefits of the Parties.
- i. Any configuration or set up of the devices for gaining access to the Platform shall be the Facility Provider's sole responsibility. The Facility Provider is solely responsible to keep its login credentials and accessibility to its profile/account in the Platform, including but not limited to the e-mail id, passwords, access to devices etc., secure; The Facility Provider shall immediately notify the Company of any actual or suspected or unauthorised use or access of its profile/account by any other User, facility provider or any third parties.

- j. The Facility Provider shall promptly notify the Company, in case of its failure to comply with the above representations and warranties any time, during the subsistence of this Agreement, and acknowledges that the non-compliance of the above representations and warranties may lead to termination of this Agreement and forfeiture of payments due and payable to it under this Agreement.

5. RIGHTS AND OBLIGATIONS OF THE FACILITY PROVIDER:

a. The Facility Provider may sign up in the Platform for the purpose of accessing the contents of the Platform and list its Facilities in the Platform for renting them to the Users.

b. The Facility Provider shall only provide true and accurate information to the Company as well as in the Platform, to enable Users to make informed purchase of the Facilities listed in the Platform and for the Company to provide services to its Users efficiently. The signing up and any further changes or modifications in the information provided by the Facility Provider in the Platform shall be updated in the Platform, subject to approval by the Company.

c. The Facility Provider shall

i. possess professional ability and/or qualification in fulfilling the timely provision of appropriate and quality Facilities to the User;

ii. provide right/relevant/appropriate Facilities for rent to the Users;

iii. Ensure and maintain the quality of Facilities rented to the Users to the industry standards and solely undertake any ensuing liability therein;

iv. Abstain from inaction, omission, delay, negligence or misrepresentation in respect of the Facilities; and

v. Undertake liability towards any issues or concerns or problems arising in or outside the Platform relating to any of the Facilities provided to the Users including but not limited to the matters listed under this clause above, and shall rectify the same promptly upon issuing prior notice to the Company;

The Facility Provider acknowledges that the Company shall not be held liable for any of the above-listed circumstances and the Facility Provider hereby undertakes to indemnify the Company through monetary and other means, against any consequential loss or damage, whether direct or indirect, resulting from the above issues, problems or concerns.

d. The Facility Provider shall access, operate and utilise the Platform in accordance with the instructions and functionalities permitted in the Platform. The Facility Provider shall provide adequate cooperation and coordinate with the Company for providing its services efficiently.

e. The Facility Provider shall not act against the interests of the Company, during and after the termination of this Agreement.

f. The Facility Provider acknowledges that the contents and functionalities of the Platform are owned by the Company and may be modified or updated by the Company any time, without notice to the Facility Provider. However, the Facility Provider acknowledges that the Company shall not be liable at any time, for any comments or feedback or ratings given by

any of the Users in relation to the Facilities listed by the Facility Provider. The Facility Provider shall not use the Platform in a manner (i) that is prohibited by applicable Laws, or facilitates the violation of Laws; or (ii) that shall disrupt any other facility provider's or User's usage of Platform (iii) that violates or tampers or reasonably appears to violate or tamper with the programmed functioning and security of the Platform;

g. The Facility Provider agrees and acknowledges that the Company does not and cannot review every posting made on the Platform. These Conditions do not require the Platform to monitor, police or remove any postings or other information submitted by any other facility provider or User, and the Company shall not be responsible for any ensuing liability.

h. The Facility Provider is prohibited from endorsing, publishing, soliciting, promoting, sharing, distributing, transmitting any posts, hyperlinks, invitations, offers, in any form, whether directly or indirectly, to the Users or other facility providers or for any other purpose, in the Platform or out of the Platform, including but not limited to any unsolicited communications, messages, communications pertaining to unlawful or illegal activities, communications in the nature of solicitation or promotions, information for the purpose of collecting or disseminating information from/amongst the Users or facility providers or any third parties etc.

i. The Company may seek for the production of any relevant document relating to the Facility Provider's Facilities and such other documents as may be required to validate Facility Provider's eligibility to offer the Facilities. Facility Provider hereby consents to undergo a manual KYC verification process at any time before or after the execution of this Agreement.

j. The Facility Provider acknowledges that it has read and agrees to the Company's Policies.

k. The Facility Provider shall ensure that all Facilities offered through CUMMA's Platform strictly adhere to comply with all applicable local, state, and national Laws, including but not limited to safety regulations, licensing requirements, and industry standards. The Facility Provider shall possess all the required approvals, licences and certifications, and shall be solely liable for any penalties, claims, or legal consequences arising from such non-compliance to the Users and/or any third parties including the statutory authorities.

l. The Facility Provider shall maintain the Facilities including the Products in a clean, safe, well-maintained and operating condition, ensuring that the Users shall avail and utilise the Facilities as described at the time of booking in the Platform. The Facility Provider shall ensure that the Products listed and/or leased to the Users are procured from legitimate source and appropriate brands with necessary licences, certifications, invoices etc., evidencing lawful purchase and eligibility for usage of the same. Routine inspection, repair, and maintenance of the Facilities shall be the responsibility of the Facility Provider. Any service disruptions or temporary unavailability must be promptly updated on CUMMA's Platform and to the Company. The Facility Provider shall immediately address and rectify any complaints or service issues raised by Users or the Company regarding the condition or functionality of the facilities.

m. The Facility Provider may inspect the facility or equipment during the booking period only for legitimate purposes, such as ensuring compliance with usage terms, verify damages,

or address any reported issues. Any inspection shall be conducted in a professional manner and shall not unreasonably interfere with the User's lawful enjoyment of the service. Company reserves the right to conduct independent inspections to assess service quality, verify complaints, ensure adherence to agreed-upon service standards or for such other reasons at the discretion of the Company.

n. The Facility Provider shall not impose any additional charges such as damages, extended usage fees, penalties, or extra services without prior notice and approval of the Company. The Facility Provider shall not, under any circumstances, accept direct payments from Users without Company's explicit written authorization. In case of any disputes, non-compliance, or User complaints, Company reserves the right to temporarily withhold or adjust payments until the issue is resolved.

o. The Facility Provider shall take full liability for any property damage, personal injury, or financial loss or accidents occurring within its premises due to negligence, lack of maintenance, or non-compliance with safety norms and for such other reasons attributable to the Facility Provider. In case of any such defaults attributable to the Users, the Facility Provider shall raise a claim only against the User upon prior notice to the Company. The Company shall not be held liable for any such defaults including but not limited to damage, personal injury, legal claims, or financial loss arising from the Facility Provider's failure to uphold the required service and safety standards.

p. The Facility Provider shall strictly adhere to all operational, security, and compliance policies set by the Company and statutory authorities. The Facility Provider acknowledges that the Facility Provider shall be bound by the Company's Policies all times, during subsistence of its relationship with the Company as well as for such period or at all times, as the Company's Policies mandate.

q. Any unauthorized use or attempt to malign the functionality of the Company's Platform or engage in any fraudulent, deceptive, or unauthorized activities shall be considered a material breach of this Agreement. This includes listing the same Facilities at a lower price outside the Platform, deficiency in providing services in respect of the Facilities, soliciting the Users or other facility providers or affiliates or any third parties to act against the interests of the Company or to alter their relationship with the Company, competing activities etc., entitling the Company to impose penalties, withhold payments, terminate this Agreement, to take appropriate legal action, and such other rights and remedies at the discretion of the Company.

r. The Facility Provider shall maintain books of accounts and records of the Facilities availed by the Company or the User, and shall produce the same to the Company promptly at its own cost and expenses for audit, inspection and such other activities as determined by the Company.

6. PAYMENTS

a. The Facility Provider shall receive payments from the Users exclusively through the Platform and/or the designated bank account maintained and owned by the Company as mentioned hereunder, towards the bookings made by Users through the Company's Platform.

The Facility Provider shall raise invoices before 10th day of every month against the Facilities availed and utilised by the Users in the previous month.

b. The Company shall charge a commission of 7-10% on the payments received from the New User of every successful transaction made through the Platform, excluding tax and other charges. After deducting the applicable commission from the payment received, the remaining amount from the payment made by the User for the Facilities availed will be credited in the Facility Provider's designated bank account under the terms and conditions agreed hereunder.

c. The Company shall process payments to the Facility Provider only after receiving full payment from the Users for the availed Facilities. The Facility Provider acknowledges that the Company acts solely as an intermediary for processing payments and shall not be liable for any delays caused due to bank processing, technical issues, or User's failure to make any payments.

d. The Company shall disburse the Facility Provider's payments within thirty (30) working days from the date of receiving the invoices from the Facility Provider and upon receiving payments from the Users. All payments shall be credited directly to the Facility Provider's registered bank account as per the details provided in this Agreement.

e. The Company reserves the right to withhold or forfeit any payments and/or to impose penalties, claim cost and expenditure in case of disputes, violation of this Agreement and/or Company's Policies by the Facility Provider and for any other reasons as determined by the Company.

f. The manner/mode of payment, service charges and commission chargeable by the Company shall be revised at intervals at the discretion of the Company.

g. In the event of a refund request from an User due to issues pertaining to the quality of the Facilities Provided, cancellation of booking, or for any other reasons as outlined in this Agreement and/or in the Company's Policies, the refund shall be processed as per the Refund Policy and as outlined in the Terms and Conditions of the Platform. The Facility Provider acknowledges and agrees that:

i) Refund eligibility of an User shall be determined based on the Company's policies,

ii) If the refund request is initiated by an User due to deficiency, cancellation, or non-fulfilment of services by the Facility Provider or for such other reasons attributable to negligence, omission, action, inaction, violation of this Agreement, non-compliance of Laws and Company's Policies by the Facility Provider, the amount refunded/refundable to the User shall be deducted from the payments due to Facility Provider or future payouts to the Facility Provider or such amount may be recovered separately from the Facility Provider at the discretion of the Company,

iii) The Company reserves the right to mediate disputes and decide on refunds at its sole discretion, and such decisions shall be binding on the Facility Provider.

h. The Facility Provider shall not process any grievance or commit to refunds independently outside of the Platform's payment system, unless expressly authorized by the Company in writing.

i. Any payment due under this Agreement shall be transferred electronically to the respective Party's bank account as mentioned in their respective profile. If either Party intends to change its bank account details provided above, it shall provide prior written notice to the other Party along with updated bank details. Until such changes are formally acknowledged in writing by the receiving Party, all payments shall continue to be processed to the previously provided account.

7. TERMINATION:

- a. In the event that the Facility Provider fails to adhere to its obligations under this Agreement, including but not limited to non-availability of the Facility as per confirmed bookings, delay or failure in making the facility available for Users; providing defective, unsafe, or substandard Facilities; repeated complaints from the Users against the Facilities and/or Facility Provider; breach of this Agreement and/or Company's Policies by the Facility Provider; Facility Provider's ineligibility to use the Platform etc., the Company shall be at liberty to terminate this Agreement without any prior notice to the Facility Provider.
- b. The Company may terminate this Agreement for any other reasons by issuing 30 days' prior notice in writing.
- c. If the Facility Provider wishes to terminate this Agreement for any reason, it must provide the Company with at least sixty (60) days' prior written notice. The Facility Provider shall ensure that all ongoing bookings are honored during this notice period, failing which the Company reserves the right to deduct cost and expenses from payments due or future payouts to be made to the Facility Provider or claim the cost and expenses separately from the Facility Provider, owing to any claims, refunds, penalties etc., raised by the Users and/or any third parties.
- d. The Facility Provider shall not be entitled to claim any additional compensation, damages, or goodwill payment upon termination.

e. Post-Termination Obligations:

- i. The Facility Provider shall immediately cease using the Company's Platform, branding, or any materials associated with and/or belongs to CUMMA.

- ii. Any pending disputes related to payments or User complaints shall continue to be resolved by the Company as per the terms of this Agreement, even after termination of this Agreement.
- iii. The Facility Provider shall strictly adhere to the confidentiality obligations under this Agreement.

8. DISCLAIMER:

- a. The Company provides the Platform and related services on an "as-is" and "as available" basis. The Company makes no representations or warranties of any kind, express or implied, regarding the operation, accuracy, reliability or suitability of the Platform or the suitability of the services offered.
- b. The Facility Provider acknowledges that the Company shall not be responsible for any direct, indirect, incidental, or consequential damages arising from the use of the Platform or any promotional services or any issues related to product/service listing, transactions or User/third-party actions.
- c. The Facility Provider acknowledges that the Company is only an intermediary facilitating transaction between Users and Facility Providers and the Company does not provide any guarantee regarding the number of bookings, revenue, or demand for the Facility Provider's services.
- d. The Facility Provider shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the User or the Company or any other third parties.
- e. Notwithstanding anything contained elsewhere in these Conditions, in no event shall the Company or any of its directors, officers, employees, technicians, agents or content/service providers be liable to the Facility Provider or anyone claiming under Facility Provider for any costs or loss incurred or suffered or anyone claiming under Facility Provider, including but not limited to any special, exemplary, consequential, incidental, punitive or indirect damages on any theory of liability, whether in contract, tort (including without limitation negligence), strict liability, liability arising in relation to and out of the operations of Application, contents posted, transmitted, exchanged or received or violation of any Intellectual Property Rights or any of the Users' activities, negligence, inaction or omission or violation of Laws or otherwise. In no event or circumstance shall the Company be under any liability to make good any loss whether by way of any monetary payment or otherwise.

9. INTELLECTUAL PROPERTY RIGHTS

- a. The Facility Provider hereby grants the Company a limited, non-exclusive, non-transferable, right to use the Facility Provider's trademarks, trade names, and other Intellectual Property Rights for the purpose of marketing, distributing, and promoting the Facility Provider's services on the CUMMA Platform, during the term of this Agreement.
- b. The Facility Provider shall not use, modify, distribute, or reproduce any of the Company's trademarks, brand elements, proprietary materials, or content without prior written consent of

the Company. Any unauthorized use of the Company's Intellectual Property shall be deemed a material breach of this Agreement.

c. The Facility Provider represents and warrants that it holds valid and enforceable Intellectual Property Rights used in connection with the Facilities offered. The Facility Provider shall be solely responsible for obtaining and maintaining all necessary licenses, approvals, or certifications required for the use of such Intellectual Property Rights and shall keep the Company indemnified by all means against any claims relating to the Intellectual Property Rights of the Facility Provider.

10. CONFIDENTIAL INFORMATION

- a. The Parties acknowledge that during the course of this Agreement, the Company may share or the Facility Provider may gain access to Confidential Information belonging to the Company. The Facility Provider agrees to keep such information strictly confidential and not to disclose it to any third party and/or utilise the same for its own benefits or benefits to third parties, whether directly or indirectly, without prior written consent of the Company.
- b. Notwithstanding anything in the foregoing to the contrary, Facility Provider may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, provided that the Facility Provider promptly notifies, to the extent practicable, the Company in writing of such demand for disclosure so that the Facility Provider, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided that the Facility Provider shall disclose only that portion of the requested Confidential Information that it is required to disclose.
- c. The Facility Provider shall return to the Company all Confidential Information of the Company including all copies, translations, conversions, modifications and derivations thereof, upon termination of this Agreement or as and when demanded by the Company. The Facility Provider shall also confirm in writing, return of all Confidential Information as well as any copies thereof to the Company within fourteen (14) days upon receipt of notice of termination or notice of demand.
- d. The obligations of confidentiality shall survive the termination of this Agreement and remain in effect at all times after the termination of this Agreement.

11. INDEMNIFICATION

a. The Facility Provider agrees to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, and affiliates including other facility providers in the Platform from and against all claims, losses, liabilities, damages, costs, injuries and expenses (including attorneys' fees) arising out of:

- The Facility Provider's use and access to the Platform.
- Any breach of this Agreement by the Facility Provider.
- Any violation of applicable Laws, including tax obligations.

- Violation of Company's Policies
 - Any claim related to the Facility Provider's listed Facilities, including product liability claims, false advertising, or regulatory violations etc.
 - Any unauthorized use of the Confidential Information and/or Intellectual Property Rights relating to the Company or of any third parties.
 - Any negligence, intentional, fraud, or willful misconduct by the Facility Provider, its officers, employees, agents, subcontractors, Licencees, or invitees etc.
- b. Notwithstanding anything provided under this Agreement or under Company's Policies, Facility Provider agrees that it shall not commence, maintain, initiate, or prosecute, or cause, encourage, assist, volunteer, advise or cooperate with any other person to commence, maintain, initiate or prosecute, any action, Lawsuit, proceeding, charge, petition, complaint or claim before any court, agency or tribunal against the matters or any of the other matters discharged and released under this Agreement. Facility Provider agrees that if Facility Provider, or someone acting on its behalf, should file, or cause to be filed, any such claim, charge, complaint, or action against the Company, Facility Provider expressly waives any and all rights to recover any damages or other relief from the Company including, without limitation, costs and attorneys' fees.
- . The indemnification obligations under this Clause shall survive the termination of this Agreement.

12. FORCE MAJEURE

The failure or delay by the Company hereto to perform any obligation under this Agreement solely by reason of acts of God, acts of government, riots, wars, embargoes, pandemics, strikes, compulsory lockdown, pandemics, accidents in transportation, or other causes beyond the control (all the above eventualities hereinafter collectively referred to as "**Force majeure**") occurring at or affecting the place or premises of discharging its obligations, shall not be deemed to be a breach of this Agreement, till such time as the Force Majeure continues.

13. JURISDICTION AND DISPUTE RESOLUTION

- a. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be governed and construed under the Laws of India, without any reference to its conflict of law and rules, and the courts of Coimbatore, Tamil Nadu, India shall have exclusive jurisdiction.
- b. The same shall be resolved by Arbitration under Arbitration and Conciliation Act, 1996, incorporated at the above address. The language of the arbitration proceedings shall be English and the seat shall be at Coimbatore, Tamil Nadu, India.

14. NON-SOLICITATION AND NON-COMPETE

- a. During the Term of this Agreement and for a period of two (2) years after the date of expiry or termination of this Agreement, the Facility Provider shall not, directly or indirectly, (i) hire, engage or solicit to hire or engage any individual who is engaged as a contractor or consultant or employed by the Company or who was engaged as a contractor or consultant or employed by the Company within six months of the proposed solicitation, hire or engagement, (ii) otherwise induce or attempt to induce any individual who is engaged as a contractor or consultant or employed by the Company to terminate such engagement or employment, (iii) in any way interfere with the relationship between the Company and any individual who is engaged as a contractor or consultant or employed by the Company; (iv) contact, solicit, divert, appropriate or call upon with the intent of doing business with (other than for the exclusive benefit of the Company) any User, if the purpose of such activity is to solicit such User for a Competing Business, to encourage such User to discontinue, reduce or adversely alter the amount of such User's business with the Company or to otherwise interfere with the Company's relationship with such User, or (v) in any way interfere with the Company's relationship with any supplier, manufacturer, facility provider or other business relation of the Company.
- b. During the Term of this Agreement and for a period of two (2) years after the date of expiry or termination of this Agreement, the Facility Provider shall not, directly or indirectly, (i) shall not, throughout the territory of the world, either solely or jointly with or on behalf of any person, directly or indirectly, whether as a shareholder, joint venture partner, consultant, agent, distributor, Company, employee, or consultant, enter into or in any manner take part in any business or commercial activity (whether incidental or ancillary) relating to the existing or future or contemplated business or activities of the Company (ii) shall not directly or indirectly compete with the business of the Company; engage or assist others in engaging in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender, or otherwise) that is competitive with the Company's business, including but not limited to any business or enterprise that develops, manufactures, markets, licenses, sells, or provides any product or service that competes with any product or service developed, manufactured, marketed, licensed, sold, or provided, or planned to be developed, manufactured, marketed, licensed, sold, or provided, by the Company (iii) shall not hold any interest as owner, sole proprietor, stockholder, partner, lender, director, officer, manager, employee, consultant, agent, or otherwise in any business competitive with that of the Company.

15. SUB-LEASING OF FACILITIES

- a. The Company may rent or lease Facilities from the Facility Provider directly, through or outside the Platform for the purpose of sub-leasing, licencing or assigning them to Users or any third parties, either through the Platform or independently.

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- b. The terms and conditions of this Agreement shall then bind the Facility Provider in strict terms, wherever the context permits. The Facility Provider shall adhere to all obligations, warranties, and responsibilities outlined in this Agreement, and shall cooperate with the Company for execution of necessary agreements, compliances, for obtaining necessary approvals, licences etc.

16. COUNTERPARTS

This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

22. COMPLIANCE WITH APPLICABLE LAW AND COMPANY'S POLICIES

The Facility Provider (i) shall comply with all applicable Laws and Company's Policies in performing under this Agreement; (ii) shall not do, or fail to do, any act that will cause or lead the Company to be in breach of Laws applicable; and (iii) have and shall maintain in place throughout the term of this Agreement their own policies and procedures, including adequate procedures under applicable Laws and Company's Policies, to ensure compliance with the relevant Laws, Company's Policies and shall comply with them where appropriate.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

For Company:

Signature with Seal

Date:

Place:

For Facility Provider:

Signature with Seal

Date:

Place:

IN WITNESS WHEREOF,

1.

2.