

COWORKING SPACE AGGREGATOR AGREEMENT

This Agreement is made and entered into on this ____ day of _____, 2025 (the “**Effective Date**”), by and between:

Propques Services Pvt Ltd, a company incorporated under the Companies Act, 2013, having its registered office at [Insert Address], owner and operator of the platform “**nextmovein.com**” (hereinafter referred to as “**Propques**”, which expression shall, unless repugnant to the context or meaning thereof, include its ,Legal heirs, successors and permitted assigns);

AND

(Insert full legal name), a company/LLP/partnership/sole proprietorship/individual, having its principal place of business at [Insert Address] (hereinafter referred to as the “**Operator**”, which expression shall, unless repugnant to the context or meaning thereof, include its , legal heirs, successors and permitted assigns).

Propques and the **Operator** are hereinafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, Propques operates the online platform **nextmovein.com** which facilitates the search and booking of coworking and flexible workspaces;

WHEREAS, the Operator owns, leases, or manages coworking facilities and desires to list its offerings on **nextmovein.com** to receive bookings from clients;

WHEREAS, the Parties wish to enter into this Agreement to govern their respective rights and obligations with respect to the listing, marketing, booking facilitation, commission, and related matters.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. DEFINITIONS

Unless the context otherwise requires, the following terms shall have the meanings assigned to them below. Terms defined elsewhere in this Agreement shall have the meanings so assigned.

1.1. “Agreement” means this Coworking Space Aggregator Agreement, including all schedules, annexures, and amendments hereto.

- 1.2. **“Client”** means any end-user or individual or entity that books a coworking or flexible workspace through the Platform.
- 1.3. **“Commission”** means the percentage-based service fee retained by Propques from the gross booking revenue as consideration for its services under this Agreement.
- 1.4. **“Confidential Information”** means all non-public, proprietary, or sensitive information including, but not limited to, business plans, pricing, operational data, financial information, trade secrets, marketing strategies, customer and vendor information, disclosed by one Party to the other, whether oral, written, graphic, or in any form.
- 1.5. **“Effective Date”** means the date on which this Agreement is signed by both Parties.
- 1.6. **“Facility”** means the coworking space(s), including all physical premises and amenities, owned, leased, or operated by the Operator and made available for booking through the Platform.
- 1.7. **“nextmovein.com or the “Platform”** means the online platform owned and operated by Propques, through which coworking and flexible workspace listings are displayed and bookings are facilitated.
- 1.8. **“Law”** means all applicable laws, statutes, ordinances, regulations, rules, guidelines, directives, codes, and judicial decisions in force in India.
- 1.9. **“Listing”** means the representation of a Facility on the Platform, including details such as location, pricing, amenities, photographs, availability, and applicable booking terms.
- 1.10. **“Long-Term Booking”** means a booking of the Facility by a Client on a monthly, quarterly, or annual basis.
- 1.11. **“Operator”** means the entity owning, leasing, or managing the coworking Facility listed on **nextmovein.com**, and which has executed this Agreement with Propques.
- 1.12. **“Security Deposit”** means the refundable deposit amount paid by the Client to the Operator (in the case of Long-Term Bookings) or held in trust by Propques (if applicable) as security against potential damage or breach of terms.
- 1.13. **“Services”** means the services provided by Propques under this Agreement, including, listing, marketing, booking facilitation, communication with Clients, and payment processing (as applicable).
- 1.14. **“Short-Term Booking”** means a booking of the Facility by a Client on an hourly or daily basis.
- 1.15. **“Term”** means the duration during which this Agreement remains in force.
- 1.16. **“Third Party”** means any natural or legal person who is not a Party to this Agreement.

2. SCOPE OF SERVICES

2.1. Listing & Marketing

Propques shall list the Operator's coworking facility on **nextmovein.com** and promote both Short-Term and Long-Term offerings to potential Clients.

2.2. Booking Facilitation

Propques shall facilitate the reservation process and handle communications with Clients for all bookings made through the platform.

3. COMMISSION AND PAYMENT TERMS

3.1. Commission Rates

Short-Term Bookings: Propques shall be entitled to retain a commission of **twenty percent (20%)** of the Gross Booking Revenue generated from each Short-Term Booking that is facilitated through the Platform, i.e., **nextmovein.com**

Long-Term Bookings: Propques shall be entitled to a commission of **ten percent (10%)** of the Gross Booking Revenue for each Long-Term Booking confirmed through the Platform.

3.2. Payment Collection

Short-Term Bookings: Propques shall collect full payment from Clients, deduct its Commission, and remit the balance to the Operator.

Long-Term Bookings: The Operator shall be solely responsible for collecting all payments directly from the Client, Propques shall have no role or responsibility in the collection, handling, or remittance of any payments related to Long-Term Bookings.

3.3. Remittance Schedule

With respect to Short-Term Bookings, Propques shall remit the Net Amount (i.e., the gross booking amount less applicable Commission) to the Operator within **five (5)** business days from the date of receipt of a valid and complete invoice from the Operator.

4. INVOICING PROCESS

The Operator shall issue a detailed invoice for each Short-Term booking within **three (3)** business days of booking completion. Invoices must include: Booking ID, Dates of booking, Gross booking amount and Commission deducted.

Propques shall reconcile the invoice and make remittance in accordance with *Clause 3.3*.

5. SECURITY DEPOSIT & DAMAGE LIABILITY

5.1. Security Deposit Return

5.1.1. The Operator shall return the Security Deposit to the Client within **five (5)** business days from the expiry or early termination of the booking term, following a complete inspection of the Facility.

5.1.2. In the event that any portion of the Security Deposit is to be withheld due to damage, loss, or breach of terms by the Client, the Operator shall provide the Client with a written explanation detailing the nature of the damage or breach, along with reasonable supporting evidence (such as photographs, inspection reports, or invoices).

5.1.3. The remaining refundable balance, if any, shall be returned to the Client within the same **five (5)** business day period.

5.2. Damage Liability and Claims

5.2.1. Propques shall not be responsible for any damage, loss, or destruction caused by Clients during either Short-Term or Long-Term bookings.

5.2.2. In the case of Short-Term Bookings, the Operator shall be solely responsible for identifying and pursuing any damage claims directly with the Client. Propques shall not be involved in any dispute resolution or collection of damage fees in relation to Short-Term Bookings.

5.2.3. For Long-Term Bookings, the Operator retains full authority to assess damages at the end of the booking term, and any damage fees, if applicable, may be deducted from the Security Deposit. If the Security Deposit is insufficient to cover the damages, the Operator may pursue the Client for the remaining balance. Propques is not liable for damage assessment, claims, or recovery of any amounts for either Short-Term or Long-Term Bookings.

5.3. Limitation of Liability

Neither Party shall be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement.

6. NON-SOLICITATION & NON-CIRCUMVENTION

6.1. Non-Solicitation

The Operator agrees not to solicit or employ any employee, contractor, or Client introduced by Propques for a period of **twelve (12) months** following the termination of this Agreement.

6.2. Non-Circumvention

The Operator shall not directly or indirectly engage in transactions with Clients introduced via **nextmovein.com** and Propques outside the platform for a period of **twelve (12) months** post-booking.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information:

For the purposes of this Agreement, "**Confidential Information**" shall mean any and all non-public, proprietary, technical, commercial, financial, strategic, business-related, or other information, whether written, oral, electronic, visual, or in any other form, that is disclosed or otherwise made available by Propques (including **nextmovein.com** to the Operator, either directly or indirectly, including but not limited to:

- 7.1.1. pricing models, commission structures, and revenue data;
- 7.1.2. client data, contact information, booking history, and preferences;
- 7.1.3. platform technology, software, source code, algorithms, or system architecture;
- 7.1.4. operational processes, marketing strategies, business plans, and vendor relationships;
- 7.1.5. any documents marked as "confidential" or that by their nature or context should reasonably be understood to be confidential.

7.2. Obligations of Confidentiality:

The Operator agrees and undertakes to:

- 7.2.1. maintain all Confidential Information in strict confidence;
- 7.2.2. use such Confidential Information solely for the performance of its obligations under this Agreement and not for any competitive or unauthorized purpose;
- 7.2.3. implement reasonable security measures to protect the confidentiality and integrity of such information, including restricting access to only those of its employees, agents, or contractors who need to know such information for

legitimate business purposes and who are bound by confidentiality obligations at least as strict as those set out herein;

- 7.2.4. not to copy, reproduce, reverse-engineer, modify, or create derivative works from any Confidential Information.

7.3. Exceptions:

Confidential Information shall not include information that the Operator can demonstrate:

- 7.3.1. was already known to it without obligation of confidentiality at the time of disclosure by Propques;
- 7.3.2. is or becomes publicly available through no breach of this Agreement;
- 7.3.3. is independently developed by the Operator without use of or reference to the Confidential Information;
- 7.3.4. is lawfully received from a third party not under a duty of confidentiality.

7.4. Permitted Disclosures:

The Operator may disclose Confidential Information only:

- 7.4.1. to its professional advisors, auditors, or legal counsel who are bound by confidentiality obligations;
- 7.4.2. if required to do so by law, regulation, or court order, provided that, where legally permissible, the Operator shall give Propques prior written notice and an opportunity to seek a protective order or other appropriate remedy.

7.5. Return or Destruction of Information:

Upon termination or expiration of this Agreement, or upon written request by Propques at any time, the Operator shall promptly return or permanently destroy all Confidential Information (including all copies, summaries, notes, or extracts), and certify such return or destruction in writing.

7.6. Injunctive Relief:

The Operator acknowledges that any breach of this Clause may cause irreparable harm to Propques for which monetary damages may be inadequate, and Propques shall be entitled to seek injunctive relief or other equitable remedies in addition to any other legal or contractual remedies available.

7.7. Survival:

The obligations under this Clause shall survive for a period of **five (5)** years from the date of termination or expiration of this Agreement, or indefinitely in the case of trade secrets or client data.

8. INDEMNIFICATION & INSURANCE

8.1. Indemnity

The Operator shall indemnify, defend, and hold harmless Propques from and against any claims, damages, or liabilities arising out of or in connection with the Operator's breach, negligence, or use of its facility.

8.2. Insurance

The Operator shall maintain adequate general liability insurance covering property damage and personal injury and shall name Propques as an additional insured.

9. TERM & TERMINATION

9.1. Term

This Agreement shall commence on the Effective Date and shall continue until terminated by either Party upon **thirty (30)** days' prior written notice.

9.2. Termination for Cause

Either Party may terminate this Agreement with immediate effect if the other Party commits a material breach and fails to cure such breach within **ten (10)** days of written notice.

9.3. Effects of Termination

Upon termination all outstanding invoices and Commission amounts shall become immediately due.

The following clauses shall survive the termination of this agreement: **5, 6, 8, 9.3, 10, and 11.**

10. FORCE MAJEURE

10.1. Neither Party shall be held liable for any delay or failure to perform its obligations under this Agreement (except payment obligations) if such delay or failure results from a Force Majeure Event, provided that the affected Party provides prompt written notice to the other Party and uses reasonable efforts to mitigate the effects of the Force Majeure Event.

10.2. For the purposes of this Agreement, a "*Force Majeure Event*" shall include, but not be limited to:

- 10.2.1. acts of God (including floods, earthquakes, storms, or other natural disasters);
 - 10.2.2. war, hostilities, invasion, acts of foreign enemies, terrorism, or civil disorder;
 - 10.2.3. epidemics, pandemics, or public health emergencies (including government-imposed lockdowns or restrictions);
 - 10.2.4. strikes, labor disputes, or industrial action (not involving the affected Party's own employees);
 - 10.2.5. fire, explosion, or significant damage to premises or equipment;
 - 10.2.6. government restrictions, orders, or changes in law that materially impact performance;
 - 10.2.7. internet, telecommunication, or power outages not caused by the affected Party.
- 10.3. The obligations of the affected Party shall be suspended for the duration of the Force Majeure Event, and shall resume as soon as reasonably practicable thereafter. If the Force Majeure Event continues for a period of more than **thirty (30)** consecutive days, either Party may terminate this Agreement upon written notice to the other, without liability.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1. This Agreement shall be governed by the laws of India.
- 11.2. Any dispute, controversy, or claim arising out of or in connection with this Agreement, shall be finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.
- The arbitration shall be conducted as follows:
- 11.2.1. **Seat and Venue:** The seat and venue of arbitration shall be bangalore karnataka India.
 - 11.2.2. **Language:** The proceedings shall be conducted in English.
 - 11.2.3. **Arbitrator:** The arbitration shall be conducted by a sole arbitrator, mutually appointed by the Parties. If the Parties are unable to agree on the arbitrator within **fifteen (15)** days of the notice of arbitration, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.
 - 11.2.4. **Final and Binding:** The arbitral award shall be final, conclusive, and binding on the Parties and enforceable in accordance with applicable law.

12. MISCELLANEOUS

12.1. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements, written or oral.

12.2. Amendments

No modification shall be valid unless in writing and signed by authorised representatives of both Parties.

12.3. Notices

All notices under this Agreement shall be in writing and delivered via registered mail, courier, or email to the addresses on record.

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

FOR PROPQUES SERVICES PVT LTD

Signature: _____

Name: _____

Designation: _____

Date: _____

FOR OPERATOR

Signature: _____

Name: _____

Designation: _____

Date: _____