

## COWORKING LETTER - TERMS OF OFFER

Reliance Corporation Limited	<b>91 Springboard Business Hub Private Limited</b>
603, eco star, arre road, goregaon, mumbai, PIN 400073 544454545455455 asmita.misale@91springboard.com	Mumbai - Vikhroli, Port Blair, Andaman and Nicobar Islands, India

## Membership Details

Membership package	Number of Members	Total Membership Fee (INR)
<i>eg. Demarcated Private Zone</i>		
Discount [ADD NAME OF DISCOUNT]		
Total Membership Fee per Month(exclusive of taxes)(ref. clause 2.f)		
Security Deposit (ref. Clause 3)	INR for month(s)	

Membership start date (DD/MM/YYYY)	09-02-2020
Lock-in period (ref. Clause 5)	20 month(s)
Escalation Cap[REMOVE/ADD ITEMS IF NOT RELEVANT]	

### Other Services [REMOVE/ADD ITEMS IF NOT RELEVANT]

Service Type	Detail	Charges (INR)
Shared meeting room hours (ref Clause 7.m)		NIL
Conference room hours (ref Clause 7.m)		NIL
Dedicated meeting room		
Parking charges		
Facilitation	if any	
Total Charges per Month (inclusive of taxes)		

91springboard is pleased to offer you, ("**Member Entity**") a working space to conduct your business operations ("**Membership**") at the office space of **Springboard Solutions Private Limited**(the "**91springboard**") at Mumbai - Vikhroli, Port Blair, Andaman and Nicobar Islands, India ("**Hub**") For the purpose of this agreement the Member ity and 91springboard shall be referred to collectively as Parties.

**For and on behalf of 91springboard Business Hub Pvt. Ltd.**

**Name :**

**Designation :**

**Date :**

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

**For and on behalf of** Reliance Corporation Limited

**Name :**

**Designation:**

**Date:**

## **ADD LAYOUT OF DEMARCATED AREA FOR CUSTOMIZED LAYOUTS ONLY**

**Terms and conditions:**

## **ONBOARDING**

### **1. ONBOARDING OF MEMBERS**

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 91springboard 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.

# COMMERCIAL

## 2. MEMBERSHIP FEES AND TERMS OF PAYMENT

1. Membership Fees shall be paid on a monthly basis, 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.
2. In the event, the Member Entity does not pay the Membership Fees on the Due Date, the Member Entity shall be charged damages of the amount of INR 100/- (Rupees One Hundred only) per Team Member per day of the Member Entity team after the Due Date until the 1st day of the following month ("Extended Period"), after which, the Membership of the Member Entity shall be subject to revocation and Security Deposit shall be forfeited. Additionally, the internet access of the Member Entity shall be revoked/limited upon delayed payment after 5th of a month, until the time of actual payment of the Membership Fees. In the event, any cheque drawn in the name of 91springboard is dishonoured or returned by the bank, the Member Entity shall be liable to pay an additional penalty amount of INR 500/-. Further, the Member Entity would be required to issue a fresh cheque immediately upon receipt of notice of the cheque being dishonoured.
3. The Member Entity shall submit its GST registration details to 91springboard 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 91springboard invoice. It is clarified that 91springboard provides location-based services and services are specific to a hub, hence CGST and SGST will be charged as per GST guidelines.
4. The Member Entity shall periodically deposit any TDS if 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 to 91springboard at the end of the quarter for which the TDS Amount was deducted. If the TDS certificate is not provided to 91springboard 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 91springboard may disallow internet usage till the date of submission of the TDS certificate or the full payment of the TDS Amount to 91springboard.
5. 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

1. The Member Entity shall pay an interest-free, refundable security deposit, ("Security Deposit"), within 3 days of confirmation or the date of signing the Terms of Offer whichever is earlier.

2. The Security Deposit is refundable and shall be returned within 7 (Seven) business days from the date of termination or expiration of the Membership Plan, subject to clearance of all pending dues of the Member Entity.
3. In case of a further increase in the number of Team Members, the Security Deposit will be collected extra at pro-rata basis. Forfeiture of the entire Security Deposit amount is without prejudice to the right of 91springboard to claim balance of unpaid Lock-in Period amount.
4. In case the Member Entity breaches the Lock-in Period, 91springboard shall be entitled to forfeit the entire Security Deposit amount (ref. clause 5a).

#### **4. ESCALATION IN MEMBERSHIP FEES**

Post the expiry of the Lock-in Period, the 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 in advance. It is clarified that upon increase in the Membership Fees, the Security Deposit shall also stand increased to ensure that 91springboard always has a security deposit equivalent to the months as initially decided with them.

#### **5. LOCK-IN PERIOD**

1. In case, the Member Entity terminates the Membership Plan prior to the expiry of the Lock-in Period, the Member Entity shall be liable to pay Membership Fees and other amounts due to 91springboard for the unexpired Lock-in-Period and the liability of the Member Entity is not limited to just the Security Deposit amount.
2. Notwithstanding the rights enumerated in clause 6 hereunder, 91springboard shall have the right to terminate the Membership Plan during the Lock-In Period, for any material breach of the terms and conditions of this Terms of Offer committed by the Member Entity if not cured by the Member Entity within thirty (30) days in spite of receiving notice issued by 91springboard.
3. Discounts during Lock-in Period:
  1. Member Entity shall not be entitled to any routine discounts offered by 91springboard other than the one agreed under this Terms of Offer.
  2. On the expiry of the Lock-in Period, the Member Entity shall not be entitled to the discounts or escalation cap agreed to under this Terms of Offer.
  3. Any decrease in the Team Size of the Member Entity during the Lock-in-period shall hold the discounts provided to them as null and void. The discounts shall be further applied as and when the team size grows back to the initial number.

#### **6. TERM & TERMINATION**

1. 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.
2. 91springboard 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. In the event of termination under this Clause, if there are pending dues or any assets of 91springboard 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.

3. 91springboard is entitled to terminate the Membership, in the event, the Member Entity /Team Member is found to have contravened any of the terms of the Terms of Offer, including non-payment of the Membership Fee for one (1) month or to have acted in a manner, which in 91springboard's sole discretion, hampers the use and enjoyment of the Hub by other members of the Hub, the team of 91springboard and guests, occupants and contractors of the building where 91springboard's office is located.
4. Unless otherwise extended by 91springboard, in exceptional circumstances the Member Entity may be required to vacate and hand over the Designated Area of 91springboard and forfeit other privileges provided by 91springboard within 24 hours from the termination of Member Entity's Membership pursuant to this Clause. In extreme cases, 91springboard reserves the right to revoke the membership with immediate effect in the interest of the overall community.
5. Post expiry of the Lock-in Period, incase the Member Entity wants to discontinue or make any changes to the Membership Plan then it shall give prior notice of 2 months. In case there is default in serving the notice period by the Member Entity, 91springboard shall have the right to forfeit the entire security deposit.

## **7. MEMBERSHIP BENEFITS & LIMITED RIGHT TO USE OF SPACE**

1. Power - Electricity and power backup provided.
2. Printing - Printing facility is available. Each Member can print up to 100 pages/month.
3. Cafeteria facilities - Tea and coffee
4. Event Entry - Free or discounted entry to events
5. Stack Credits - Access to all stack credits by boosters
6. 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 of the Hub at the sole discretion of 91springboard, 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 26), the Member Entity shall be advised to change their Designated Area/ seating arrangement from immediate effect. If the Member Entity decides to oppose the change as suggested under any circumstances mentioned above, 91springboard shall have no liability whatsoever for any loss caused to the Member Entity/Team Members. 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 91springboard. Where it is practicable, 91springboard 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 91springboard. 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
7. Storage Cupboard is available at additional costs. In the event, the Member Entity / Team Member loses the key to such storage cupboards, a duplicate key shall be issued to the Team Member on payment of additional charges by the Member Entity. 91springboard shall keep a backup key for lockers, cupboards and private spaces for

security purposes.

8. 91springboard 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 91springboard. The cleaning timelines shall be as per 91springboard's standard practices. The Member Entity shall give access to the housekeeping staff, security personnel and Hub team in their designated area in order to allow routine cleaning work.
9. The Member Entity is entitled to a 'company board/logo' on the 91springboard 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 91springboard shall use Member Entity's name, trademark, logo and photographs of Team Members solely for promotional and advertising purposes. 91springboard acknowledges and agrees that the aforesaid authorization to use the name, trademark and logo of the Member Entities shall not in any way grant 91springboard, any rights in such intellectual property of the Member Entity.
10. 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 shall turn off the Air Conditioner, as soon as the Team Member leaves the Designated Area.
11. The Hub shall remain open for twenty-four (24) hours and seven (7) days a week all year round except on public holidays in the year where 91springboard has to be closed as per statutory requirements, such as 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 91springboard and on these holidays the Member Entity shall 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 91springboard 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.
12. Upon special request made in writing through the internal portal, a Member Entity shall be provided access to any of the hubs of 91springboard 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 hub, subject to availability of workstations. However, such permission must be sought at least 5 working days prior to such proposed access.
13. Use of conference room and meeting rooms
  1. 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 91springboard, 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 91springboard at the prevailing time ("Standard Rates").
  2. The conference rooms available at the Hub can also be booked, subject to availability, by contacting 91springboard'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.

3. 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 91springboard.

#### 14. 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.

#### 15. Internet Access

1. 91springboard 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 91springboard, 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 91springboard 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. 91springboard 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.
2. 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, libelous, 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.
3. The Member Entity shall at all times ensure that any software downloaded onto its systems shall be licensed and all compliances with respect to using the same are complied with at all times throughout the Term. In the event any harm is caused to 91springboard, 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 91springboard for the same.
4. 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. 91springboard 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.
5. The ISP may monitor the internet usage of the Member Entity. The ISP or 91springboard may disclose information regarding Member Entity's use of the internet services in order to satisfy Applicable Laws, regulations, governmental

requests, or as per the terms of usage of the ISP.

6. Role of 91springboard 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. 91springboard 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, 91springboard is committed to maintaining a public network for ease of use, 91springboard makes no guarantees or representations regarding the security of our network.
7. Performance of 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.

## HOUSE RULES

8. 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. 91springboard is not a co-living space.
9. The Hub is a pet-friendly place, but 91springboard reserves the right to admission to only those pets 91springboard feels are office-friendly. It is the sole responsibility of the owner to make sure the pet 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 91springboard responsible in any manner.

## 10. RESPECT FOR COMMUNITY INTERESTS

1. Member Entity's own Membership should not interfere with the interests of the community as a whole.
2. 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.
3. The Member Entity shall obtain permission from 91springboard 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.
4. The Member Entity shall honour the guest policy, fair usage philosophy of 91springboard 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 91springboard, there shall be no free access to the aforementioned facilities and the same shall be subject to advance payment at Standard Rates.

5. The Member Entity undertakes to not act in a manner which, in 91springboard'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, 91springboard shall be entitled to restrain the Member Entity from using the Designated Area.

## **11. PROHIBITION OF ILLEGAL/OBJECTIONABLE ACTIVITY**

The Member Entity shall not engage in:

1. any illegal activity in the Hub or the Designated Area or in and around the building in which 91springboard Hub and the office is located, including but not limited to drug use and/or illegal online activity;
2. 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 91springboard Hub and the office are located, except when alcohol is procured with license by 91springboard for an event. Any such activity may lead to immediate termination of Membership of the Member Entity;
3. 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 91springboard; and
4. any online or business activities involving moral turpitude that may damage or otherwise adversely affect the benefits of Membership, 91springboard's reputation, or the reputation of other members of 91springboard, 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 91springboard.

## **OTHER TERMS AND CONDITIONS**

### **12. INDEMNIFICATION AND LIMITED LIABILITY**

1. The Member Entity hereby indemnifies and holds 91springboard fully harmless in the event:
  1. 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 91springboard.

2. For any damage that may be caused to 91springboard 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) any action that may be initiated by any other fellow member against 91springboard 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.

2. The Member Entity shall not hold 91springboard 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.
3. 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 91springboard, the co-working space, or other member's personal belongings.

### 13. **FORCE MAJEURE**

1. 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:
  1. 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
  2. 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.
2. 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)
  1. act of God, lightning, storm, floods, earthquake;
  2. act of a public enemy, war (declared or undeclared), terrorism, sabotage, riot, insurrection, epidemic;
  3. 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
- 4. the effects of any changes/ amendments in Applicable Laws.

## 14. REPRESENTATIONS AND WARRANTIES

1. 91springboard hereby represents, warrants and covenants to the Member Entity as under:
  1. It is a duly incorporated entity and is validly existing under the Applicable Law.
  2. 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.
2. 91springboard 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.
  1. 91springboard 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.
  2. 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.
3. The Member Entity hereby represents, warrants and covenants to the 91springboard as under:
  1. 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.
  2. 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.
  3. 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.
  4. 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 91springboard and all other persons authorized by it to enter upon and inspect the Designated Area at any time.
  5. 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.
  6. 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.

4. 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:
  1. shall not, without the prior written consent of 91springboard, 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 91springboard;
  2. 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 91springboard 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 91springboard; and
  3. 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 91springboard, at the time of the alleged prohibited conduct, or was in the employment of 91springboard, at any time during the preceding six months.
5. Confidentiality: Any information disclosed by 91springboard, 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 Agreement 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 under this Agreement. 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 91springboard 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 91springboard to the extent permissible under Applicable Law. The Member Entity shall provide all assistance to 91springboard, 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.
6. Non-transferability: The Membership cannot be assigned, sub-let, sublicensed, transferred in any manner whatsoever.

## 15. **ANTI-MONEY LAUNDERING**

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 91springboard from time to time may request in order to comply with Anti-Money Laundering Laws.

## 16. **ANTI-CORRUPTION LAW**

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.

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 91springboard. If, after consultation by all parties to this Terms of Offer any concern cannot be resolved in the good faith and reasonable judgment of 91springboard, then 91springboard, 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. 91springboard 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.

## 17. **SEXUAL HARASSMENT ACT AND HOW POSH WILL WORK**

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 91springboard, it shall be addressed by the designated Internal Complaints Committee ("ICC") of 91springboard. 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. 91springboard shall not be responsible for any internal conflicts.

## 18. **MISCELLANEOUS**

1. **Changes in terms and conditions:** 91springboard reserves the right to update the terms and conditions as provided in this Terms and Conditions at any time and the same shall be informed to the Member Entity via email.
2. **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.

3. **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.
4. **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 91springboard and Member Entity.
5. **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.
6. **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.
7. **Costs:** Each party shall bear its own legal costs relating to the preparation, negotiation and execution of this Terms of Offer.
8. **Counterparts:** This 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.
9. **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 91springboard may reasonably require for the purpose of carrying out the purpose and intention of this Terms of Offer.
10. **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 91springboard without the prior written consent of 91springboard. 91springboard shall be provided a draft of the media release or social media post by the Member Entity for review and approval prior to release.
11. **Third Parties:** Other than as permitted under this Terms of Offer, a person or entity who is not a party to this Agreement has no rights to enforce any term of this Terms of Offer.
12. **No waiver:** No failure or delay by 91springboard 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.

