

Registered Office - Gold Agreement

COWORKING LETTER - TERMS OF OFFER

#DEAL COMPANY# #SHIPPING STREET# #SHIPPING CITY# #SHIPPING STATE##SHIPPING CODE# #CIN# #SIGNING EMAIL#	#HUB ADDRESS#
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Plan Type	Number of Months	Total Fee (INR)
Registered Office	#NO. OF MONTHS#	#TOTAL VO#
Discount Applicable		#DISCOUNT#
GST		18%
	Total Membership Fee for #NO. OF MONTHS# Months (inclusive of taxes)	#TOTAL#

**In case Full time Membership (Registered Combo scheme), the Registered office fee shall be zero. Upon termination of Full time Membership, the plan shall be changed to Registered Office plan and standard charges would be applicable.*

is pleased to offer you #DEAL COMPANY# ("Member Entity") a working space to register

REGISTERED ADDRESS

CORPORATE ADDRESS

it as the Registered Office, or as a branch office of your company/office/establishment ("Membership") at the office space of #HUB NAME# ("91Springboard") located at #HUB ADDRESS# ("Hub").

Our fee shall be INR #TOTAL#, for #NO. OF MONTHS# months inclusive of membership plus GST with a refundable security deposit of INR #REFUNDABLE SECURITY AMOUNT 1#.

I have read and understood all the terms and conditions and confirm our acceptance to them and undertake to ensure compliance.

Acknowledged and accepted by: #DEAL COMPANY#

For and on behalf of #DEAL COMPANY#
For and behalf of
Private Limited

Name: #NAME OF SIGNING AUTHORITY#
AUTHORITY#

Name:

Designation: Designation of SIGNING

Designation: Operations Associate

Date: #START DATE# Date: #START DATE#

The terms and conditions of the Membership are as set forth below. 91springboard and the Member Entity are collectively referred to as "Parties", and individually as "Party". For ease of reference, outlined below are the terms and conditions of your Membership with the 91Springboard.

TERMS AND CONDITIONS OF THE SCHEME

1. OFFER

Subject to the payment of the monthly membership fees, 91Springboard has agreed to provide a working space to register it as the Registered Office address or as a branch office of your company/ organisation to conduct your business operations ("Membership") at the Hub of 91Springboard Business Hub Private Limited ("91Springboard") mentioned above.

2. FURNISHING OF DOCUMENTS

The Member Entity further agrees to furnish a copy of the Company Incorporation Certificate/GST registration certificate/ Trade and other licenses and certificates as may be applicable, to 91Springboard within 5 (Five) business days from the receipt of the same. Depending on the availability of space at the Hub and in consideration of the Membership Fees paid by you, 91Springboard shall allow you access to the Hub for 10 hours each in a month ie. 1 full day (up to 10 hours). Please note that all terms of usage expire at the end of a calendar month.

3. SECURITY

The Member Entity shall also pay an interest-free refundable security deposit, which shall be equivalent to INR 2595 ("Security Deposit"), at least 1 (One) day prior to the first day of the use of the Benefits. The Security Deposit is refundable and shall be returned within 30 (Thirty) business days from the date of termination of the agreement, subject to (i) clearance of all pending dues of the Member Entity; and (ii) proof shown by the Member that the registered office address has been changed. The Security Deposit shall be refundable subject to all other conditions, however, under no circumstance is the Security Deposit be liable to be refunded, along with any interest.

4. ESCALATION

The Parties agree that 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, provided however that, (i) any uniform increase in the Membership Fees shall not be applicable to a Member Entity in its first six months of the Plan. Accordingly, in case there is an increase in the Membership Fees in the initial six months, then such increased pricing shall be applicable to the Member Entity only with effect from the seventh month. However, six months price freeze window shall NOT be available in the scenario wherein expected uniform Fee revision is already announced by 91Springboard and duly communicated to the Member Entity on the date of joining itself e.g. A Member Entity joins 91Springboard during the month of December and on the date of joining a Revised Membership Fee plan effective 1st January in the month following, is already announced and

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communicated to the Member Entity, in that case, the Member Entity will be charged at existing rates of the membership fee for the month of December and as per Revised Membership Fee plan effective 1st January in the following month. On the contrary, if there is a uniform decrease in the Fees in the initial six months of the Membership Plan, then such decreased pricing shall be applicable to the Member Entity immediately, notwithstanding that the initial six months have not expired. (ii) any escalation in case of Member Entity who are locked in shall happen only after the period of lock-in is over.

5. LOCK-IN-PERIOD

The Member Entity shall not be entitled to terminate the agreement prior to the expiry of 12 months, term as applicable, from the commencement of the Term ("Lock-In Period"). In case, the Member Entity terminates the Membership Plan prior to the expiry of the Lock-in Period, then 91Springboard shall be entitled to forfeit the entire pre-paid fees, along with the Security Deposit amount (as defined in the Agreement) of the Member Entity. Provided that 91Springboard shall be entitled to terminate the agreement during the Lock-In Period, for any material breach of the terms and conditions of this Agreement committed by the Member Entity, which is not cured by the Member Entity, within thirty (30) days in spite of receiving notice issued by 91Springboard to Member Entity informing Member Entity about such a breach.

6. DISCOUNT

Discounts can be availed by the Member Entity as per what is promised over email or mentioned on the website. However, 91Springboard reserves the right to withdraw any existing discounts or introduce a new discount in place of an existing discount by giving the Member Entity one month's notice.

7. MEMBERSHIP BENEFITS & LIMITED RIGHT TO USE OF SPACE

91Springboard will offer for use commercially reasonable services as offered to its other members:

- a. Subject to clause 2 above, upon a special request made in writing through the internal portal to the primary hub, which should be made at least 5 working days prior to the proposed access, a Member Entity shall be provided access to the primary hub of 91Springboard. The Member Entity will be provided with a workstation at the requested hub subject to availability. In a case, after making a request for access, if the member entity is unable to access the hub for his own reason, then the time blocked under the request shall lapse for the month.

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b. Internet Access

- a. Member Entity is solely responsible for all use of and for protecting the confidentiality of the username and password provided. 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 Agreement.
- b. 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.
- c. The Member Entity shall always ensure without fail that any software downloaded onto its systems shall be licensed versions only and all compliances with respect to using the same are always complied with throughout the Term. The Member Entity shall always keep 91Springboard fully indemnified from all claims of Third parties on account of any infringement of copyright or breach of the terms of its usage or otherwise. In the event any harm is caused to 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.
- d. Member Entity 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.
- e. 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 to satisfy Applicable Laws, regulations, governmental requests, or as per the terms of usage of the ISP.
- f. 91Springboard is facilitating internet access on "as is" basis and makes no

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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 91Springboard, 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, 91 Springboard makes no guarantees or representations regarding the security of our network.

- g. Performance of internet is subject to availability, 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. Notwithstanding clause 6, 91Springboard shall not have any liability in case of any disruption caused due to third-party failures, failures of servers and routers or for events over which it has no control.

8. HOUSE RULES

The coworking space including the casual area, meeting rooms and any other spaces within the Hub is to be used only for the purposes of work. No team member of the Member Company shall be allowed to stay in the space overnight except for work purposes. 91 Springboard is not a co-living space.

9. RESPECT OF COMMUNITY GUIDELINES

- a. Member Entity's own Membership should not interfere with the interests of the community as a whole.
- b. The Member Entity shall not maintain or store any inventory of goods in common areas of the Hub that have not been explicitly designated for such purpose.
- c. The Member Entity undertakes not to 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

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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.

10. PROHIBITION OF ILLEGAL/OBJECTIONABLE ACTIVITY

The Member Entity shall not engage in:

- a. any illegal activity in the Hub or the Designated Area or in and around the building in which 91Springboard Hub and the office is located, including but not limited to drug use and/or illegal online activity;
- b. consuming, provisioning or selling alcohol or drugs of any kind in the Hub or the Designated Area or in and around the building in which 91 Springboard Hub and the office are located.
- c. any online or business activity of such a nature that may damage or impair the functioning of the Hub or office space or its services, including but not limited to overburdening or impairing any servers or networks connected to 91Springboard; and
- d. any online or business activities involving moral turpitude that may damage or otherwise adversely affect the benefits of Membership, 91 Springboard's reputation, or the reputation of other members of 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 this connection, such judgments will be made at the sole discretion of 91Springboard.

11. MEMBERSHIP FEES AND TERMS OF PAYMENT

- a. During the Term, you as a Member Entity shall pay to 91Springboard, a fee of INR 2199/- in advance ("Membership Fees") plus applicable Goods and Services Tax (GST). Various other details concerning the payment conditions shall be as per the Terms and Conditions.
- b. The Fees shall be paid on a 12-monthly basis (term) in advance, before the due date mentioned in the Invoice ("Due Date"). In case the Member Entity wishes to renew the agreement, then they should make their intention known to 91Springboard by giving prior 30 days written notice. The Membership will be extended only after receipt of advance payment of INR 2199/-. If the amount is not paid before the expiry of the term of the agreement, the membership shall automatically stand terminated forthwith.
- c. In the event, the Member Entity fails to pay the Fees on the Due Date, the Member Entity shall be charged a service charge INR 500/- (Rupees Five Hundred only) per day for the period of delay in the payment of the fees after the due date till the 1st day of the following month ("Extended Period"), after which, the agreement shall stand automatically terminated on account of default without further notice to the Member Entity. Further, the Security

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Deposit shall stand forfeited. In the event, any cheque drawn in the name of 91Springboard is dishonored or returned by the bank of the Member Entity, the Member Entity will be liable to pay a charge of INR 500/-.

- d. In case there is a rejection by the relevant government authority ie. GST authority or MCA, and the proof of such rejection is shared by the Member Entity with 91 Springboard within 60 days from the date of the relevant documents being shared by 91 Springboard to the Member Entity, then the entire membership fees paid by the Member Entity shall be refunded within 30 working days. It is further clarified that no refund requests from the Member Entity shall be entertained if rejection has been received beyond the period of 60 days from the date of the relevant documents being shared by 91 Springboard to the Member Entity.
- e. The Member Entity hereby agrees to submit its GST registration details to 91Springboard, as may be required to comply with GST provisions as provided by the appropriate government, at the time of signing the agreement. The Member Entity acknowledges that in case it fails to submit the required GST registration details at the time of execution of this agreement or at-least 7 days prior to 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.
- f. The Member Entity shall ensure the advance payment of the Fees, along with the Security Deposit shall be done 1 (one) day prior to the date of first day of use of the Benefits. g. The Member Entity hereby agrees and undertakes to periodically deposit any TDS if deducted on the Membership Fees ("TDS Amount"), 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 first month of the next quarter, then such TDS Amount shall be treated as unpaid portion of the Membership Fee. 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.
- h. 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.

12. GENERAL TERMS AND CONDITIONS

The Member Entity acknowledges and agrees that it is entitled to a 'company/branch office board/logo' on the 91Springboard logo wall during the term of this Agreement. The aforesaid facility together with statutory details of the Member Entity shall be discontinued from the day when the member entity falls in arrears of the fees, beyond the Extended Period. The Member

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Entity acknowledges that while 91Springboard shall not make any claim or representation on behalf of the Member Entity, without the prior permission of the Member Entity, the logo on 91Springboard logo wall might gain visibility as a member at 91Springboard.

13. EVENT ORGANIZATION

It is expressly agreed by the Member Entity is eligible to book the events area and meeting/conference rooms chargeable at the Standard Rates, provided the booking shall be made a minimum of 7 (Seven) days in advance, through the Hub team and is subject to availability and other conditions fulfilled by the member entity.

14. TERM, TERMINATION AND CONSEQUENCES

- a. Term of the Agreement: This Agreement shall come into force from the date of this Agreement ("Effective Date") and shall remain valid till the time either Party terminates the Agreement in the manner set forth herein (hereinafter referred to as the "Term").
- b. The Member Entity shall on termination of the agreement, ensure that they change/shift their office address, surrender their GST certificate and/or any other statutory permissions from the hub address on or before the date of termination and provide 91Springboard proof of the same. In the event of termination under this Clause, if there are pending dues, the Security Deposit shall be adjusted against the corresponding amount that is due and payable. 91Springboard shall further have the rights to claim and recover all its outstanding dues arising under the terms of this Coworking Letter - Terms of Offer from the Member Entity.
- c. 91Springboard has the option of terminating this Agreement 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, Security Deposit shall be adjusted against the corresponding amount that is due and payable. The Member Entity shall on notice of termination, ensure that they change/shift their office address, surrender their GST Certificate and any other statutory permissions from the hub address on or before the date of termination and provide 91Springboard proof of the same.
- d. The Parties agree that 91Springboard has the right to terminate this Agreement, in the event, the Member Entity is found to have contravened any of the terms of the Agreement or to have acted in a manner, which is prejudicial to the interest of 91Springboard. The Member Entity shall on notice of termination, ensure that they change/shift their office address, surrender their GST Certificate and/or any other statutory permissions from the hub address on or before the date of termination and provide 91Springboard proof of the same.

15. NOTICE OF TERMINATION, TERMINATION AND SHIFTING OF OFFICE

- a. On termination or notice of termination, the Member Entity shall take immediate steps to

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change/ shift the office address, surrender their GST Certificate and/or any other statutory permissions from the hub to some other address on or before the date of termination of the agreement, in which case, the Member Entity is required to confirm the address change in the records of the Registrar of Companies ("ROC") and other authorities, as applicable, and provide appropriate documents to 91Springboard evidencing de-registration.

b. The Member Entity understands that on the termination of this agreement, continuance of its office address, at the Hub is without authority, in breach of the terms of this agreement, illegal and misrepresentation to the statutory authorities and the general public. If it does so then the same shall be at the sole risk of the Member Entity and it shall keep 91Springboard and the Landlord of the Hub/ property harmless, absolved and indemnified against all damages, losses and claims and any action that may be taken or taken by concerned authorities for such illegal usage of the space or otherwise. c.

91Springboard shall not be held responsible nor liable for any action that any statutory authority may take against the false representation and illegal usage of the space by the Member Entity.

d. 91Springboard reserves the right to exercise all the available legal remedies, including but not limited to, intimating the Registrar of Companies, MCA, and other authorities to initiate legal actions against such defaulting members.

e. De-registration Process

a. In case the address has been changed, the Member Entity agrees to immediately take all steps to remove the Hub address from all registrations/ filings etc. with statutory/ government authorities and keep 91Springboard informed of the same in writing.

b. At the time the Member Entity notifies regarding discontinuation of Membership, the Member Entity shall deregister its company from 91Springboard's address and send in a confirmation of the same along with the address proof of their new office address.

c. Upon receipt of the aforesaid confirmation and documents, 91springboard shall refund the Security Deposit in the next 30 (Thirty) business days. Member Entity agrees that 91springboard shall have the right to retain Security Deposit till the time of change in the registered office address of the company has been effected.

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16. INDEMNIFICATION AND LIMITED LIABILITY

- a. The Member Entity hereby agrees to indemnify and hold 91Springboard harmless in the event:
- a. 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.
 - b. 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 Agreement by the Member Entity; (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 (v) usage of Hub address as the registered office of the Member Company with the Registrar of Companies ("ROC"); (vi) usage of Hub address as the branch office For the purposes of this Agreement, "Applicable Law" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, by-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 Effective Date of this Agreement.
- b. 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. However, 91Springboard may extend all the possible support to the Member Entity to resolve any issue relating to any such loss, theft or damage of Member Entity's belongings or property without any liability.

17. THE SCHEME

- a. The Member Entity hereby acknowledges that it can avail 'Registered Office Gold' scheme (subject to availability as may be communicated by 91Springboard) under which Member Entity can register the company under the Hub address in accordance with Applicable Laws.

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For such registration, the following are required to be provided by the Member Entity to 91Springboard Registered Office team:

- a. 12 (Twelve) months advance payment of fees,
 - b. Self-attested photo IDs of 2 Directors (One MD, if there is one) of the Member Entity,
 - c. Address proofs of 2 Directors (One MD, if there is one) of the Member Entity; d. KYC of authorised signatory, who signs the agreement, supported with certified true copy of Board resolution
 - e. Certified True Copies of the Certificate of incorporation, MOA & AOA of the member entity
 - f. Copies of the PAN cards of the directors and the company.
- b. The Member Company agrees that the usage of Hub address as its address for the purposes mentioned above does not entitle the Member Entity to claim any rights of possession, tenancy, easement, deemed tenancy, sub-tenancy, demise, license or any such right. Also, the Member Entity further agrees that the use of the Hub address shall be discontinued immediately pursuant to the termination of this Agreement.
- c. The Member Entity shall be entitled to receive mails delivered to the Hub . All mails shall be collected by the Member Entity at the end of the week from the Hub. In the event, any postal package is required to be sent to the Member Entity's given address, the charges for the package shall be charged to the Member Entity, as per actuals plus an additional 20% of the courier bill amount as administrative charges. In case of failure to collect the mails to the hub within 30 days from the date of intimation, 91Springboard reserves the right to dispose of the same without any liability.
- d. Such charges shall be paid by the member entity prior to 91Springboard sending the courier to the member.
- e. 91Springboard is merely a facilitator in providing a mailing address to the Member Entity only to receive official correspondence / posts sent through courier and India post. 91Springboard will not be privy to the contents of such official correspondence. It is clarified that no parcels/ gifts or items of similar nature will be accepted by 91 Springboard. It is further clarified that, 91Springboard shall not be responsible nor liable for the contents in the correspondence received on behalf of the Member Entity. The Member Entity hereby indemnifies 91Springboard against all/any action, damage or claim that maybe brought against them due to any receipt of any mails/package on behalf of the Member Entity.

18. REPRESENTATIONS AND WARRANTIES

- a. 91Springboard hereby represents, warrants and covenants to the Member Entity as under:
 - a. It is a duly incorporated entity and is validly existing under the Applicable Law. b. It

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has the requisite power and authority to execute, deliver and perform the obligations, terms and conditions set forth in this Agreement and all corporate authorizations have been taken in this regard; and when executed, this Agreement shall constitute its valid and binding obligations enforceable against it in accordance with its terms.

- b. 91Springboard is the lawful [lessee/licensee] of the Hub and as such has full power and authority to enter into this Agreement and to deal with the Hub in the manner as contemplated in this Agreement.
- c. The Member Entity hereby represents, warrants and covenants to the 91Springboard as under that it has the requisite power and authority to execute, deliver and perform the obligation, terms and conditions set forth in this Agreement and all corporate authorizations have been taken in this regard; and when executed, this Agreement shall constitute its valid and binding obligations enforceable against it in accordance with its terms.
- d. Member entity is solely responsible for complying with all the provisions of applicable laws, as applicable to the Member Entity and shall keep 91Springboard indemnified from any losses or consequences that 91Springboard may sustain due to any default by the Member Entity.

19. MISCELLANEOUS

- a. **Changes in terms and conditions:** The Member Entity acknowledges that 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.
- b. **Invalidity:** In the event that any provision or portion of this Agreement 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.
- c. **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. Any Party may deliver any notice through any means of delivery or by Registered Post, with acknowledgment, or Speed Post, with acknowledgment, at the addresses given in the preamble, as far as it is coupled with an email as mentioned above.
- d. **Confidentiality:** The Member Entity agrees and acknowledges that any information disclosed by 91Springboard, inclusive of any ideas, strategies, data, and designs, terms and conditions of this Agreement is strictly confidential in nature and the Member Entity is under an obligation to not disclose such information to any third party other than its advisors. If the Member Entity determines that it is required, under Applicable Law, to disclose information regarding this Agreement, it will, before making any such disclosure or filing, consult with 91Springboard regarding such disclosure or filing and make reasonable efforts to seek

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confidential treatment for such portions of the disclosure or filing as may be requested by 91Springboard to the extent permissible under Applicable Law. 91Springboard also agrees and acknowledges that the 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.

- e. **Non-transferability:** The Member Entity acknowledges and agrees Membership cannot be assigned, transferred in any manner whatsoever.
- f. **Relationship:** The parties' relationship, as established by this Agreement, is solely that of a limited membership agreement. This Agreement does not create any partnership, joint venture, stockholder, collaborator or any other or similar business relationship between the parties. Neither party is a legal representative of the other party, and neither party can assume or create any obligation, representation, warranty, or guarantee, express or implied, on behalf of the other party for any purpose whatsoever.
- g. **Entire Agreement:** This Agreement together with the Annexures hereto, constitutes and contains 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 the Parties respecting the subject matter hereof.
- h. **Governing Law & Jurisdiction:** The governing law of this Agreement 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.
- i. **Dispute Resolution:** Any dispute arising out of or in connection with this Agreement 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. 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.
- j. The member entity can reach out to 91 Springboard team by mailing the hub team email ID or at registeredoffice@springboardinvestments.com.
- k. **Office Working Hours:** The Registered Office team is available on all days (except Saturday & Sunday) from 10 AM to 6 PM.
- l. **Guarantee of Registration:** 91Springboard only provides documents to facilitate the registration before the registering authorities. In case the registering authority raises any query/objection towards the registration, 91Springboard shall if possible provide clarifications to the objections raised. In case the application is rejected, 91Springboard will

REGISTERED ADDRESS

91 Springboard Business Hub Private Limited
E-3, Rani Jhansi Road, Jhandewalan Estate,
New Delhi, Central Delhi DL 110055 IN

CORPORATE ADDRESS

201, Shanta Building, 18th June Road,
Panaji Goa-403001
CIN:U74990DL2015PTC028789

- process a refund within 30 (Thirty) working days. 91Springboard does not offer any guarantee and shall not be liable for any rejection of the registration application.
- m. Documents for registration will only be provided for the company (entity) that signs the coworking agreement and provides all the required documents. Documents are required to be used only by the person with whom the co-working agreement is executed and cannot be used by any other person. Any misuse of these documents will entail criminal liability among others.
- n. **Closure of Hub:** 91Springboard shall inform of an impending closure of hub 1(one) month prior to written notice. On receipt of such notice, the Member Entity shall promptly deregister their registered address/branch office not later than the last date of the notice period. 91Springboard shall be absolved from any action that the statutory authorities may take against the Member Entity for any misrepresentation or for illegal usage of the hub address.

The above understanding will be applicable to the extent relevant and both the Parties shall abide by all the clauses till the termination of membership.

Signature

Name: #NAME OF SIGNING AUTHORITY#

Designation: #DESIGNATION OF SIGNING AUTHORITY#

Date: #START DATE#

SAMPLE

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