

BUSINESS CENTRE AGREEMENT

This Business Centre Agreement
2024, ("**Effective Date**"),
Near Kapil Malhar Society,

1. Bootstart Company Act, 2013, having its registered office at

Accounts Manager and Signing Au

(the expression "First Party" shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators, associates, nominees, legal representatives, successor-in-title and permissible assignees)

AND

represented through its

having PA

expression "Second Party" shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators, associates, nominees, legal representatives, successor-in-title and permissible assignees)

Wherever the context permits or so requires, the First Party and the Second Party shall be individually referred to as "**Party**" and collectively as the "**Parties**"

RECITALS

- A. Whereas**, Bootstart provides shared working space for companies and individuals in need of virtual or physical working space for daily, weekly and/or monthly basis;
- B. Whereas**, the Parties agree that this Agreement shall be limited to the Flexible and virtual working space
- C. Whereas**, the Client desires to avail the Services provided by Bootstart on the terms and conditions set forth below;

Now, Therefore, for and in consideration of the mutual covenants, promises and conditions contained herein, Bootstart and the Client hereby agrees as follows:

1. TERM:

- 1.1. The initial term of this Agreement shall commence upon the Effective Date and shall until 28/01/25. (end date) ("**Term**"). The Lock In period for the same would be of 11 Months

from the effective date and shall continue till 28/01/25. Following the initial Term, this Agreement shall be extended automatically for successive periods, equivalent to the initial term or for a period of three (3) months (whichever is shorter), unless otherwise terminated by either Party.

- 1.2. The fees on the renewal will be at the then prevailing rates determined by Bootstart, unless otherwise agreed in writing.

2. NATURE OF THIS AGREEMENT:

- 2.1. This Business Centre Agreement is a mere permission for the Client to avail the facilities and space provided by Bootstart at the Premises. The whole of the Premises remains in possession and control of Bootstart. Bootstart is giving the Client the right to share with Bootstart the use of the Premises on these terms and conditions, so that Bootstart can provide services to the Client. The Client agrees not to assign or sub-let or part with possession of the Premises or attempt transfer of this Agreement.
- 2.2. Notwithstanding anything in this Agreement to the contrary, the Parties agree that the relationship between the Parties is not that of a lessor-lessee or landlord-tenant and this Agreement in no way shall be construed as to grant the Client or any fellow members working with the Client any title, easement, lien, possession or related rights in the business of Bootstart, the Premises or anything contained in or on the Premises. The Agreement creates no tenancy interest, leasehold estate or any real property interest. The Parties hereto shall be independent contractors in the performance of their obligations under this Agreement, and this Membership shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose.

3. FEES:

- 3.1. For and during the Term of this Agreement, the Client shall pay Bootstart a yearly consideration for the use of the Services.
- 3.2. The Fees shall be payable in advance by the Client, within 15 days of receipt of the invoice from Bootstart ("**Payment Date**").
- 3.3. The Fees shall be subject to tax deduction at source (TDS) under the Income Tax Laws and payable by the Client. The Client agrees to pay the tax so deducted to the appropriate tax authorities and furnish the evidence of such payment to Bootstart.
- 3.4. The abovementioned Fees is applicable for a fixed number of 1 virtual space at the Premises.
- 3.5. Should the Client wish to alter the number of virtual spaces, the Client must communicate the same to Bootstart and subsequently, the Client must pay the then revised value as decided by Bootstart.

3.6. Any delay in payment shall be at the rate of _____% per annum.

3.7. Should the Client fail to make the payment specified under clause 3.3, Bootstart reserves the right to terminate this Agreement with immediate effect.

3.8. Should the Client fail to make the payment specified under clause 3.3, Bootstart reserves the right to terminate this Agreement with immediate effect and to demand the outstanding dues.

4. USE OF FLEXIBLE–VIRTUAL SPACE:

4.1. Business address and tax registration

- 4.1.1. The Client may use the Premise's address as its business address for all business communications. However, the Client is permitted to use the address for GST registration only with prior written consent from Bootstart, to the extent permitted by law.
- 4.1.2. The Client shall use the address of the Premises only for that Company/ business, as specified in this Agreement. Should the Client choose to use the address, provided by Bootstart, for an additional company, an additional charge per month and per company name may apply.
- 4.1.3. Any other uses are prohibited without Bootstart's prior written consent.
- 4.1.4. Any defaults towards all statutory and /or other compliances under Indian law and/or the local regulations are the sole responsibility of the Client. The Client expressly agrees to indemnify and not to hold Bootstart liable for any/all claims made by the statutory or any other authorities arising as a result of such acts/deeds/arrangement of the Client.
- 4.1.5. Upon Termination of this Agreement, the Client must, with immediate effect, rescind or take down the address of the Premises from the Client's business cards, websites, stationary, advertising material and registration with the government and tax authorities and other third parties.

5. CLIENT'S OBLIGATIONS

- 5.1. The Client is required provide Bootstart, with all the necessary identification documents of all the associates, assignees, employees, representatives, or the guests occupying or visiting the Premises on behalf of or accompanied by the Client.
- 5.2. The Client agrees to provide all documents, pertaining to the identification of the Client's business/ company (if mentioned in the agreement) and of the person (executing the agreement), as deemed relevant by Bootstart, for the purpose of verification of legitimate existence of the business. Client authorizes Bootstart to conduct verification

of legitimate existence of Client's business and/ or standard business verification to execute the agreement.

- 5.3. The Client agrees not to disclose any of the terms of this Agreement to any third party without prior written consent from Bootstart, unless it is required by law to do so.
- 5.4. The Client may only carry on that business in its name or any other name previously agreed by Bootstart.
- 5.5. The Client shall disclose its nature of business and any subsequent change in business thereof, to Bootstart in written format.
- 5.6. The Client must not carry on a business that directly or indirectly competes with Bootstart or any company affiliated with Bootstart.
- 5.7. The Client agrees not to access or try to access any confidential information of Bootstart or any other individuals sharing the Premises. The Client agrees to mutually protect the confidential information that may be disclosed between the Client and the other individuals sharing the Premises. The Client agrees not to disclose any confidential information so acquired to their respective company/ employer or any other organization or entity.
- 5.8. The Client shall not at any time either on his/her behalf or on behalf of any other person, firm or company canvass solicit or endeavour to entice away any of Bootstart's other clients or customers, also not at any time during the term of the Agreement.
- 5.9. During the term of this Agreement and at all times thereafter, the Client shall not, directly or indirectly, in any manner, publicly disparage, call into disrepute, defame, slander or otherwise criticize Bootstart, its officers, employees, and directors in any manner, including by making of verbal allusions, giving interviews and publishing content of any form and nature vide any media, including over the internet.
- 5.10. The Client must comply with all relevant laws and regulations in the conduct of its business. The Client must do no act that is illegal in connection with its use of the Premises. The Client must not do anything that may interfere with the use of the Premises by Bootstart or by others, cause of nuisance or annoyance, increase of the insurance premiums that Bootstart has to pay, or cause loss or damage to Bootstart (including damage to reputation) or to the owner of any interest in the building which contains the Premises the Client is using.
- 5.11. The Client is liable for any damage caused by it or by those in the Premises with the Client's permission or at the Client's invitation whether express or implied, including but not limited to all employees, contractors, agents or other persons present on the premises. The Client agrees to repair in a proper way any such damage and if the Client fails to do so Bootstart may do so at the Client's expense

6. TERMINATION

6.1. [REDACTED]

6.2. Bootstart may put an end to this agreement immediately, to withhold Services and re-enter the Premises by giving the Client notice and without need to follow any additional procedure, if

6.2.1. The Client becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or

6.2.2. [REDACTED]

days (14) of that notice, or

6.2.3. Its conduct or that of someone at the Premises with its permission or invitation, is incompatible with ordinary office use

6.3. In the event that Bootstart puts an end to the agreement for any of these reasons it does not put an end to any outstanding obligations, including additional services used and the monthly fee for the remainder of the period for which this agreement would have lasted if Bootstart had not ended it.

7. DISCLAIMER AND LIABILITY

7.1. Bootstart shall not under any circumstances be held liable for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss unless Bootstart otherwise agrees in writing.

7.2. [REDACTED]

7.3. Bootstart shall not be responsible for any loss, damage, corruption of data or any loss of information whether from hardware, software or internet damage that may occur to the Client during the term of this agreement. Bootstart shall not be responsible for any loss, damage or loss of information resulting from communications or data failure including voice, communication and the internet.

7.4. Subject to gross negligence and deliberate misconduct, Bootstart shall not liable for any loss as a result of Bootstart's failure to provide a service as a result of mechanical breakdown, strike, termination of Bootstart's interest in the building containing the

7.5. In no event shall Bootstart be liable for any loss or damage until the Client provides written notice and gives Bootstart a reasonable time to put it right.

8. OTHER TERMS AND CONDITIONS

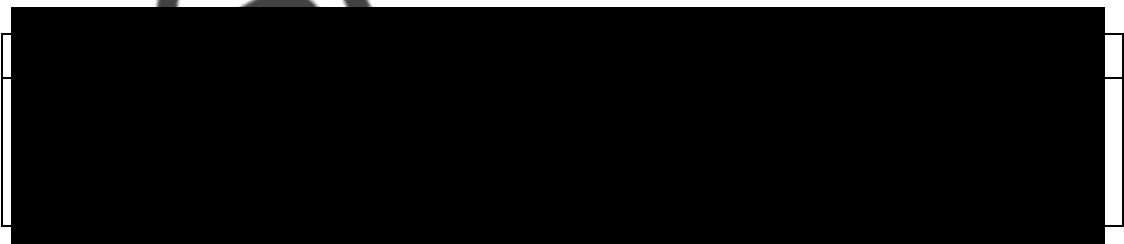
8.1. All other terms and conditions will be governed by the Bootstart's policies being in force at the relevant period as may be available on Bootstart's Website or notice board at the Premises and as modified and circulated by the Company from time to time. You need to carefully read these policies for such terms and conditions, which are fully applicable to you. It is hereby fully clarified that your obligations under the Agreement shall be fully applicable to the entire term of this Agreement and for such period thereafter as detailed in the Agreement notwithstanding the fact whether the Agreement is terminated even before the Term by either party, in terms of this Agreement.

9. INDEMNITY

9.1. The Client hereby agrees to defend, indemnify and hold harmless Bootstart and Bootstart's Principals, and their officers, agents and employees from and against any and all claims, damages, losses, expenses, judgments, demands and defence costs that may be suffered by Bootstart and/or Bootstart's Principals as a result of, or in connection with the Client's negligent performance of this Agreement or the Client's failure – deliberate or otherwise - to comply with any of the undertakings, commitments or obligations contained and unconditionally accepted by the Client in this Agreement.

10. NOTICES

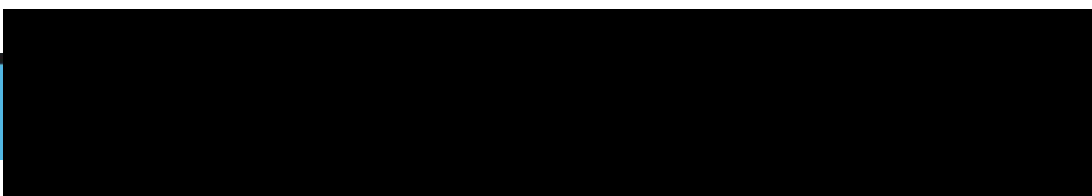
10.1. Any notices or other forms of communication to be issued under this agreement shall be in writing and may be delivered in person or sent by prepaid courier, email or fax to the relevant party as follows:



or at such other address or fax number as it may notify to the other party under this clause.

11. FORCE MAJEURE

11.1. This Agreement shall not in any way be affected, nor shall any Party hereto be held liable for any failure or delay in the performance of any undertaking of a term or condition herein, if such failure or delay is due to any cause or causes beyond its control, including but not limited to fire, flood, damage by the elements, perils of the sea or air, accident, act of God, strike, lockout, or other labour disorder, act of foreign or domestic de jure or



de facto government, whether by law, order, legislative decree, rule, regulation or otherwise, revolution, civil disturbance, breach of peace, declared or undeclared war, act of interference or action by civil or military authorities or due to any other cause beyond the Party's control.

12. MISCELLANEOUS

- 12.1. **Amendment:** This Agreement may only be amended in a writing that refers to this Agreement and is executed by the Parties hereto.
- 12.2. **Integration:** This Agreement, and each agreement or document executed or delivered in connection herewith, embodies the entire agreement of the Parties hereto in relation to the purchase and sale of the Sale Shares and the other transactions contemplated herein, and supersedes all prior understandings and agreements of the parties with respect to the subject matter hereof.
- 12.3. **Waiver; Remedies:** No delay on the part of any Party in exercising any right, power, or privilege shall operate as a waiver thereof, nor shall any waiver of any right, power, or privilege operate as a waiver of any other right, power, or privilege, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or of any other right, power, or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that the parties otherwise may have at law or in equity, by statute or otherwise.
- 12.4. **Successors, Assigns, and Third Parties:** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successor and assigns. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person, other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.
- 12.5. **Costs & Expenses:** The Client shall bear all costs and expenses arising from the execution of the Agreement and the consummation of the transactions contemplated herein.
- 12.6. **Headings:** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- 12.7. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute the same agreement.

13. SEVERABILITY

- 13.1. This Agreement shall be enforceable to the fullest possible extent by law.

13.2. In the event any provision or part hereof is invalid, illegal or unenforceable, such provision or part shall be served therefrom and shall not invalidate or otherwise affect any other provision or part hereof.

14. JURISDICTION AND GOVERNING LAW

14.1. This Agreement shall be governed by the laws of the Republic of India, and courts in Pune, India shall have exclusive jurisdiction in respect of any dispute arising hereunder.

15. IMPORTANT INFORMATION

15.1. You are hereby specifically informed that your acceptance of the terms and conditions contained in this Agreement and also of the terms and conditions contained in the enclosed Agreement shall create contractual obligations and obligations of trust during the entire Term and breach of any terms and conditions of this Agreement to be executed by the Client, would make the Client liable to pay damages and compensation for breach of trust and contractual obligations apart from other legal consequences.

IN WITNESS WHEREOF, the Parties have put their respective hands on the day, month, year and place first above written.

1. On behalf of,

[Redacted Signature]

[Redacted Signature]

2. On behalf of,

[Redacted Signature]

[Redacted Signature]