

This Agreement is executed on this ____ day of _____ 20__ (“Effective Date”)

BY AND BETWEEN

CoFoundry Spaces Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at West, Chennai -600040 (hereinafter referred to as “Service Provider” / “CoFoundry”, which expression shall, unless repugnant to the context, include its successors and permitted assigns);

AND

[Client Legal Name], having its residential address/ business address at _____ (hereinafter referred to as the “Client”, which expression shall, unless repugnant to the context, include its successors and permitted assigns).

CoFoundry and the Client are hereinafter individually referred to as a “Party” and collectively as the “Parties”.

PART A – COMMERCIAL DETAILS

1. **Service Plan:** Virtual Office
2. **Service Address:**]
3. **Agreement Term**
4. **Lock-in Period:**]
5. **Commencement Date:** _____
6. **Expiry Date:** _____
7. **Annual Subscription Fee:** INR _____ + applicable GST
8. **Security Deposit:** NIL

1. NATURE OF AGREEMENT

1.1 This Agreement is strictly a **services agreement** and not an agreement for lease, tenancy, sub-tenancy, easement, license coupled with interest, or transfer of any right in immovable property.

The Services are limited to the provision of **virtual office address usage, mail handling and allied administrative services**, as may be expressly agreed in writing.

At no point shall the Client be deemed to be in possession, control or occupation of any portion of the premises. The Service Provider retains **exclusive legal possession, control and dominion** over the premises at all times.

1.2 Further the client agrees and accepts that this Agreement does **not** create any tenancy rights, leasehold rights, ownership interest, partnership, agency, employment or joint venture relationship or any other rights or interests with respect to the workspace in the premises/ office space/ Business centre in favour of the client. This exclusion shall apply **notwithstanding any registration, licence, inspection, correspondence or third-party reference** using the Service Address.

2. DUE DILIGENCE AND KYC

2.1 The Client shall submit valid **PAN, Aadhaar, current residential address proof and business registration documents** within 5 (five) days from the Effective Date.

2.2 Failure to submit or update documents shall entitle CoFoundry to suspend or terminate services without liability.

2.3 The Client warrants that all documents submitted are **true, complete, current and not misleading**.

2.4 The Client shall **immediately notify** CoFoundry of any change in ownership, directors, partners, authorised signatories, business activity or registration status.

2.5 Any misrepresentation or suppression of material facts shall be deemed a **material breach**, entitling CoFoundry to immediate termination and full indemnification.

3. NO UNLAWFUL OR PROHIBITED USE

3.1 The Client shall not use, permit the use of, or allow access to the Services or the Service Address for any purpose that is **unlawful, prohibited, illegal, fraudulent or in violation of applicable laws**, regulations, notifications, or governmental directions. The Client shall not use the Services in any manner that may **damage, disable, overburden, impair or interfere** with the operations, facilities, reputation, systems or legitimate business interests of CoFoundry or any other client or third party.

3.2 The Client shall not attempt to gain, nor permit any third party to gain, **unauthorised access** to any services, systems, networks, servers, accounts or infrastructure of CoFoundry through hacking, password mining, circumvention of security controls or by any other unlawful means. The Client shall not obtain, upload, download, transmit or distribute any data, material or information that is illegal, restricted, prohibited, or for which the Client does not have lawful rights or authority.

3.3 The Client hereby **represents and warrants** that it has full legal capacity, authority and power to enter into this Agreement and to comply with all obligations herein, and that no additional consent, approval or authorisation from any third party or authority is required. The Client further represents that its execution and performance of this Agreement shall **not conflict with or result in a breach** of any licence, contract, agreement, statutory obligation or legal duty to which it is a party.

3.4 The Client expressly agrees that it shall not, whether directly or indirectly, during the subsistence of this Agreement and for a period of **two (2) years after its termination or expiry**, approach, contact, negotiate with or deal with the owner, landlord, lessor or any other person having proprietary or possessory rights over the premises used by CoFoundry, **for the purpose of circumventing this Agreement, avoiding payment of fees, or obtaining similar or competing services**.

Any violation of this clause shall constitute a **material breach**, entitling CoFoundry to seek **injunctive relief, damages, recovery of losses and enforcement costs**, in addition to termination of this Agreement, without prejudice to other remedies available in law.

3.5 The Client expressly agrees that **any act, omission, offence, violation or non-compliance** arising from the Client's business **shall be solely attributable to the Client**, and **shall not be deemed to be facilitated, endorsed, authorised or carried out by CoFoundry**, merely by virtue of providing Services or the Service Address.

4. USE OF SERVICES

4.1 Permitted Use

The Client agrees that the Services shall be used **solely for legitimate, lawful and official business purposes** connected with the Client's declared business activities and for no other purpose whatsoever.

4.2 Prohibited Activities

The Client agrees that, while participating in or using the Services, the Client shall **not directly or indirectly**, whether by itself or through its employees, agents, contractors or invitees:

- a) Use the Services in connection with contests, pyramid schemes, chain letters, junk emails, spam, mass mailing, unsolicited communications or any similar activities, whether commercial or non-commercial;
- b) Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights, including rights of privacy, publicity or reputation, of any person or entity;
- c) Publish, post, upload, transmit, distribute or disseminate any content that is inappropriate, profane, defamatory, obscene, indecent, misleading or unlawful through any system, network or medium connected to the Services;

- d) Upload, store, transmit or make available any material protected by intellectual property laws, including copyrights, trademarks, patents or proprietary rights, unless the Client lawfully owns or has obtained valid authorisation to use such material;
- e) Use any content, data, images, software or information available through the Services in a manner that infringes the intellectual property or proprietary rights of any third party;
- f) Upload or transmit files containing viruses, malware, Trojan horses, worms, logic bombs, corrupted files or any other malicious code that may damage, disrupt or impair systems, networks, devices or property of CoFoundry, other clients or third parties;
- g) Download, reproduce, distribute or use any material which the Client knows or reasonably ought to know cannot be legally reproduced, displayed, performed or distributed in such manner;
- h) Restrict, disrupt or interfere with any other user's lawful use and enjoyment of the Services;
- i) Violate any applicable code of conduct, internal policy, guideline or operating procedure issued by CoFoundry in relation to the Services;
- j) Collect, harvest or store personal data or information of any other person, including email addresses, without lawful authority or prior consent;
- k) Violate any applicable law, regulation, notification or governmental directive;
- l) Create, use or operate under a false, misleading or fictitious identity for the purpose of deceiving or misleading others;
- m) Access, view, upload, download, transmit or store pornographic, sexually explicit, obscene or immoral content in any form whatsoever; or
- n) Use torrent platforms, peer-to-peer file sharing or any illegal downloading mechanisms, which are **strictly prohibited**.

4.3 Care of Premises and Property

The Client shall not alter, modify or damage any part of the premises, infrastructure, equipment, fixtures, fittings or furnishings provided by CoFoundry. The Client shall be **fully liable for any damage**, loss or deterioration caused by the Client or by any person permitted or invited by the Client, including employees, agents, contractors or visitors.

4.4 Installation of Equipment

The Client shall not install or permit the installation of any cabling, IT systems, telecom equipment, electrical fittings or related infrastructure without the **prior written consent** of CoFoundry, which may be granted or refused at CoFoundry's absolute discretion. Where consent is granted, the Client shall permit CoFoundry to supervise such installations and ensure that they do not interfere with the Services, other clients, or the landlord's property or interests.

4.5 The Client acknowledges that CoFoundry **does not monitor, supervise or control** the Client's business operations, employees, transactions or communications, and shall not be responsible for ensuring the Client's legal or regulatory compliance.

4.6 No Regulatory or Legal Assurance

The Client expressly acknowledges that CoFoundry does not provide any legal, tax, regulatory or compliance advice, opinion or assurance, including but not limited to suitability of the Service Address for GST registration, MCA filings, banking, licensing or regulatory approvals.

The Client has independently satisfied itself regarding the legality and acceptability of the Service Address for its intended purposes and shall not hold CoFoundry responsible for any rejection, cancellation, suspension, inquiry or adverse action by any authority.

5. AGREEMENT PERIOD, LOCK-IN, RENEWAL AND TERMINATION

5.1 Agreement Term and Lock-in

This Agreement shall be valid for an initial term of **twelve (12) months** commencing from the Commencement Date ("Term") and shall be subject to a **mandatory lock-in period of twelve (12) months**, during which the Client shall not be entitled to terminate this Agreement for convenience or otherwise.

In the event the Client terminates or attempts to terminate this Agreement during the lock-in period, the Client shall be liable to pay, forthwith and without demur:

- (a) the **subscription fees for the entire unexpired lock-in period**, and
- (b) any applicable notice period charges and outstanding dues.

The Parties expressly agree that such amounts constitute **genuine pre-estimated liquidated damages** reflecting loss of business, administrative costs, regulatory exposure and opportunity loss suffered by CoFoundry, and **are not in the nature of a penalty**.

CoFoundry shall be entitled to recover the same by adjustment, set-off or legal recovery, without prejudice to its other rights.

5.2 Automatic Renewal

Upon expiry of the Term, this Agreement shall be **automatically renewed for successive periods of twelve (12) months**, unless the Client provides a written notice of termination in accordance with Clause 5.3. Continued use of the Services after expiry shall be deemed acceptance of renewal on the prevailing commercial terms.

5.3 Termination After Lock-in

Either Party may terminate this Agreement **only after completion of the lock-in period**, by providing at least **fifteen (15) days' prior written notice** to the other Party.

Failure by the Client to issue a valid termination notice within the stipulated timeline shall result in **automatic renewal** of the Agreement for the next Term.

5.4 Immediate Termination by CoFoundry

Notwithstanding anything contained herein, CoFoundry shall have the right to **terminate this Agreement immediately**, without notice or further procedure, to the maximum extent permitted by law, if:

- a) the Client becomes insolvent, bankrupt, enters liquidation or is unable to pay its debts as they fall due;
- b) the Client commits a material breach of this Agreement which is incapable of being remedied;
- c) the Client commits a breach which, after written notice, remains unrectified for **fourteen (14) days**; or
- d) the Client's conduct exposes CoFoundry to regulatory, legal, reputational or compliance risk.

Termination under this clause shall **not absolve** the Client from any outstanding obligations, including payment of fees, charges or liabilities accrued up to the date of termination and, where applicable, for the remainder of the Term.

5.5 Consequences of Termination or Expiry

Upon expiry or termination of this Agreement for any reason:

- a) the Client shall immediately cease using the Service Address and Services;
- b) the Client shall remove the Service Address from all registrations, licenses, records, websites, social media, stationery and representations;
- c) the Client shall leave the premises (where applicable) in the same condition as provided, subject to normal wear and tear;
- d) CoFoundry may charge reasonable costs for repairs, rectification or restoration beyond normal wear and tear.

Any property left behind by the Client may be removed, stored or disposed of by CoFoundry at the Client's risk and cost, without any liability to CoFoundry.

5.6 Continued Use After Termination

If the Client continues to use the Service Address or Services after expiry or termination:

- a) the Client shall be liable for all losses, claims, penalties or liabilities incurred by CoFoundry as a result thereof;
- b) CoFoundry may, at its discretion, permit such continued use subject to enhanced charges

or surcharge;

c) the Agreement shall be deemed to continue on the same terms until the Client furnishes satisfactory proof of address removal.

5.7 Intimation to Authorities

In the event the Client fails to remove or update the Service Address from any registrations, licences, statutory records, websites or representations within the stipulated time, the Client hereby **irrevocably authorises and consents** to CoFoundry informing the relevant governmental, statutory or regulatory authorities, including but not limited to **MCA, GST authorities, Income Tax Department, banks, law enforcement agencies or other third parties**, regarding cessation of services and withdrawal of address usage.

The Client **waives any claim, objection or liability** against CoFoundry arising out of or in connection with such disclosure, which shall be deemed lawful, necessary and made in good faith.

5.8 Regulatory Disassociation and Public Notice

Without prejudice to other rights, upon termination, expiry or suspected misuse of the Service Address, CoFoundry shall have the unrestricted right to issue disclaimers, public notices, website disclosures or written communications to governmental authorities, banks, landlords or third parties clarifying that the Client is no longer associated with or authorised to use the Service Address.

The Client irrevocably waives any claim for defamation, reputational harm or business loss arising from such disclosure, provided the same is made in good faith for legal, regulatory or risk-mitigation purposes.

6. MAIL, COURIER AND PARCEL HANDLING

6.1 Registered or insured posts shall not be accepted without Client **confirmation**.

Commented [d1]: Deemed Acceptance to be added

6.2 Client has to provide a standing instruction as a written consent, to accept the registered or insured post or parcels.

6.3 CoFoundry shall not be responsible for illegal or prohibited contents.

6.4 CoFoundry may open statutory or legal communications with Client consent or in urgent situations.

6.5 All courier, postal, delivery, handling or forwarding charges in respect of any mail, parcel or consignment addressed to the Client shall be **entirely borne by the Client**.

CoFoundry shall merely facilitate receipt or intimation of such mail as a **limited administrative service**, and shall not be deemed to assume **custody, bailment, ownership or responsibility** for the contents thereof.

CoFoundry shall not be liable for any loss, delay, damage, tampering, theft, misdelivery or non-delivery of any courier, post or parcel, howsoever caused, including due to acts or omissions of courier agencies, postal authorities or third parties.

7. FEES, SERVICE RETAINER / DEPOSIT, INVOICING AND PAYMENT

7.1 Taxes and Statutory Charges

All fees payable under this Agreement are exclusive of applicable taxes, duties, cess or levies.

CoFoundry shall be responsible for payment of all taxes and statutory charges **legally attributable to it** in relation to the premises and provision of services.

The Client shall be responsible for payment of all taxes, duties or levies **applicable to the Client's business, registrations, usage of services or invoices raised**, including Goods and Services Tax (GST), and shall pay the same promptly without deduction or set-off.

7.2 Service Retainer / Deposit

Upon execution of this Agreement, the Client shall pay a **service retainer/security deposit equivalent to NIL (0) months of the subscription fee**, unless otherwise specified in the Commercial Schedule.

Where applicable, any service retainer shall be held by CoFoundry **without interest** as security for due performance of the Client's obligations. CoFoundry shall be entitled to adjust the retainer against:

- a) outstanding subscription fees;
- b) variable or consumable charges;
- c) damages, penalties or costs incurred due to Client's breach; and
- d) any other amounts lawfully payable by the Client.

The balance, if any, shall be refunded only after the Client has:

- requested refund in writing;
- settled all dues; and
- complied with address removal obligations.

CoFoundry reserves the right to require an **additional or enhanced retainer** if outstanding dues exceed the existing retainer or in case of repeated payment defaults.

7.3 Invoicing

Subscription fees shall be invoiced in advance, **annually**, as per the subscribed plan, and shall be payable prior to commencement of Service

Variable or consumable charges, including but not limited to meeting room usage, printing, courier handling or additional services, shall be invoiced separately and shall be payable within **five (5) days** from the date of such invoice, unless otherwise agreed in writing.

CoFoundry reserves the right to restrict or suspend access to variable or additional services in case of unpaid dues.

7.4 Mode of Payment

All invoices shall be issued electronically, unless otherwise required by law. Payments shall be made through approved modes including bank transfer, direct debit, cheque or such other method as may be notified by CoFoundry from time to time.

7.5 Late Payment and Suspension of Services

Any amount not paid on or before the due date shall attract **interest at the rate of eighteen percent (18%) per annum**, calculated from the due date until actual payment.

If the Client disputes any portion of an invoice, the undisputed amount shall be paid by the due date. Failure to do so shall attract interest and consequences under this Agreement.

CoFoundry reserves the right, without prejudice to other remedies, to **withhold or suspend services**, including denial of access to the Service Address or facilities, until all outstanding dues and interest are cleared.

7.6 Insufficient Funds

In the event of any cheque return, payment reversal or declined transaction due to insufficient funds or similar reasons, the Client shall be liable to pay all **actual bank charges** levied by CoFoundry's banker, in addition to interest and any applicable penalties.

7.7 Non-payment or delayed payment

Non-payment or delayed payment by the Client shall be deemed a material breach, and CoFoundry shall not be obligated to continue Services during the pendency of any payment dispute.

8. DISCLOSURE TO AUTHORITIES

The Client authorises CoFoundry to disclose KYC and address details to governmental authorities, courts, law enforcement agencies, banks or recovery agents when required by law. No prior notice shall be required where disclosure is mandated by law.

9. CONFIDENTIALITY

9.1 Definition of Confidential Information

The Client acknowledges and agrees that, during the course of participation in and use of the Services, the Client may have access to or be exposed to **confidential, proprietary or non-public information** of CoFoundry, other clients, or third parties.

“**Confidential Information**” shall mean all information, whether oral, written, electronic or otherwise, disclosed directly or indirectly by CoFoundry or any participant of the Services, including but not limited to:

- a) business plans, operations, sales data, financial information, commercial arrangements and business affairs;
- b) know-how, trade secrets, processes, methods, systems and technical information;
- c) information obtained through access to or observation of the premises, facilities, computer systems, networks, books and records of CoFoundry;
- d) analyses, compilations, reports, notes or documents prepared by or on behalf of CoFoundry that contain or are derived from such confidential information; and
- e) any other information which, by its nature or circumstances of disclosure, ought reasonably to be treated as confidential.

9.2 Confidentiality Obligations

The Client agrees and undertakes that it shall, at all times:

- a) maintain all Confidential Information in **strict confidence**;
- b) not disclose, publish, transmit or make available any Confidential Information to any third party without prior written consent of CoFoundry, except as required by law;
- c) not use the Confidential Information, directly or indirectly, for any purpose other than the permitted use of the Services under this Agreement; and
- d) take all reasonable measures to protect the confidentiality of such information from unauthorised access, disclosure or misuse.

9.3 Ownership of Confidential Information

All Confidential Information shall remain the **sole and exclusive property** of CoFoundry or the respective disclosing party, as applicable.

Nothing contained in this Agreement or arising from the Client’s participation in or use of the Services shall be construed as granting the Client any right, title, interest, licence or other entitlement in or to any Confidential Information or any intellectual property rights, including patents, copyrights, trademarks or proprietary rights of CoFoundry or any other participant.

9.4 Survival

The obligations under this Clause shall **survive the termination or expiry** of this Agreement, irrespective of the reason for such termination.

10. PARTICIPATION IN AND USE OF SERVICES

10.1 Voluntary Use

The Client acknowledges and agrees that its participation in and use of the Services is **entirely voluntary and at its own discretion**.

10.2 No Responsibility for Use

The Client agrees that CoFoundry shall have **no responsibility or liability** for the Client's access to, participation in, or use of the Services, including any loss, corruption or damage to data, documents or information arising from such participation or use, except to the extent mandated by applicable law.

11. DISCLAIMER OF WARRANTIES

To the maximum extent permitted under applicable law, the Services are provided on an **“as is” and “as available”** basis, without any warranties, representations or guarantees of any kind, whether express, implied or statutory.

CoFoundry expressly disclaims all implied warranties including merchantability, fitness for a particular purpose, uninterrupted availability, accuracy, non-infringement, quiet enjoyment or regulatory acceptance of the Client's business.

The Client acknowledges that it bears **sole responsibility for ensuring that use of the Services complies with all applicable laws and regulations**.

12. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND OTHER DAMAGES

To the maximum extent permitted by law, CoFoundry shall not be liable for any **indirect, incidental, special, consequential, punitive or exemplary damages**, including loss of profits, business interruption, reputational harm, regulatory action, loss of data or third-party claims, arising out of or relating to the Services or this Agreement, regardless of the form of action.

13. LIMITATION OF LIABILITY

Notwithstanding anything contained in this Agreement, the aggregate liability of CoFoundry, if any, arising out of or in connection with this Agreement or the Services shall not exceed

the subscription fees actually paid by the Client in the twelve (12) months preceding the event giving rise to the claim.

Nothing herein shall limit liability to the extent such limitation is prohibited under applicable law.

The exclusions, disclaimers and limitations contained in Clauses 11, 12 and 13 shall operate cumulatively and independently.

14. NON-DISPARAGEMENT

14.1 Non-Disparagement Obligation

The Client agrees that, during the term of this Agreement and thereafter, it shall **not make or publish any false, misleading, defamatory or disparaging statements** about CoFoundry, its directors, officers, employees, agents, policies, services or products, except where disclosure is required by law or by a competent authority.

15. INDEMNIFICATION

15.1 Client Indemnity

The Client shall indemnify, defend and hold harmless CoFoundry, its directors, officers, employees and representatives from and against **all claims, losses, damages, penalties, prosecutions, regulatory actions, investigations, costs and expenses (including legal fees)** arising out of or relating to:

- (a) the Client's business activities or nature of business;
- (b) use or misuse of the Service Address;
- (c) violation of laws including **GST, Companies Act, Income Tax Act, FEMA, PMLA or criminal laws;**
- (d) actions by **MCA, GST authorities, Income Tax Department, Police, ED, SFIO, banks or landlords;** or
- (e) any misrepresentation, fraud or non-compliance by the Client.

This indemnity shall survive termination or expiry of the Agreement.

The Client's indemnity obligations shall apply irrespective of whether such claims arise during or after the term of this Agreement.

15.2 No Provider Liability

The Client expressly acknowledges and agrees that CoFoundry shall not be liable for any damages, losses or claims arising from:

- i) use or inability to use the Services;
- ii) procurement of substitute services;
- iii) unauthorised access to or alteration of data or communications;
- iv) acts or omissions of third parties; or
- v) any other matter relating to the Services.

15.3 No Vicarious, Regulatory or Criminal Liability

The Client expressly agrees that CoFoundry shall not be deemed to have knowledge of, control over, or responsibility for the Client's business activities merely by providing Services or the Service Address.

No agency, facilitation, abetment, endorsement or participation shall be inferred against CoFoundry in respect of any act, omission, offence, investigation, prosecution or regulatory action involving the Client.

The Client assumes sole and absolute responsibility for all legal and regulatory consequences arising from its business.

16. SEVERABILITY

16.1 Severability of Provisions

If any provision or part of any provision of this Agreement is held to be **invalid, illegal or unenforceable** by a court or competent authority for any reason, such invalidity, illegality or unenforceability shall **not affect the validity or enforceability of the remaining provisions**, which shall continue in full force and effect to the maximum extent permitted under applicable law.

17. INSURANCE AND RISK OF LOSS

17.1 Client Insurance

The Client acknowledges that it is solely responsible for maintaining appropriate insurance coverage, including but not limited to insurance for its equipment, documents, data and personal property, whether located at the premises or otherwise.

CoFoundry shall have **no obligation** to insure the Client's property against loss, theft, damage or destruction arising from the Client's use of the Services.

17.2 No Liability for Client Property

To the maximum extent permitted by law, CoFoundry shall **not be responsible or liable** for any loss, theft, damage or destruction of the Client's belongings, equipment, documents or

property, whether arising from theft, pilferage, fire, accident, negligence of third parties or any other cause whatsoever.

18. RELATIONSHIP OF THE PARTIES

18.1 Independent Contractors

The relationship between CoFoundry and the Client is that of **independent contracting parties**. Nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, agency, employment, fiduciary or representative relationship between the Parties.

Neither Party shall have the authority to bind, represent or incur any obligation on behalf of the other Party in any manner whatsoever.

19. ASSIGNMENT

19.1 Restriction on Assignment

The Client shall **not assign, transfer, sublicense or otherwise dispose of** any of its rights or obligations under this Agreement, whether wholly or in part, without the **prior written consent** of CoFoundry.

Any assignment or transfer in violation of this clause shall be **null and void** and shall constitute a material breach of this Agreement.

20. GOVERNING LAW AND JURISDICTION

20.1 Governing Law

This Agreement shall be **governed by and construed in accordance with the laws of India**, without regard to any conflict of law principles that would require or permit the application of the laws of any other jurisdiction.

20.2 Exclusive Jurisdiction

All suits, actions or legal proceedings arising out of or in connection with this Agreement, the Services or the licences granted hereunder shall be **instituted exclusively before the competent courts at Chennai, Tamil Nadu, India**.

Each Party hereby **irrevocably submits** to the exclusive jurisdiction of such courts and waives any objection relating to forum or inconvenience.

21. NOTICES

21.1 Mode of Notice

Any notice, demand or communication required or permitted under this Agreement shall be given in writing and shall be deemed to be duly served if sent:

- a) by email to the registered email address of the respective Party as provided in the Commercial Schedule or otherwise notified in writing; or
- b) by registered post or courier to the registered or principal address of the respective Party.

21.2 Deemed Receipt

Notices sent by email shall be deemed received on the date of transmission, and notices sent by registered post or courier shall be deemed received on the date of delivery or attempted delivery, whichever is earlier.

22. ENFORCEMENT COSTS

22.1 Recovery of Enforcement Costs

In the event CoFoundry is required to initiate any legal, regulatory or recovery proceedings to enforce its rights under this Agreement, the Client shall be liable to pay all **reasonable and properly incurred costs**, including legal fees, court fees, professional charges and out-of-pocket expenses, incurred by CoFoundry in connection with such enforcement.

Each Party shall bear its own costs only where arbitration is mutually agreed in writing and conducted, unless otherwise awarded by the arbitral tribunal.

23. NON AVAILABILITY OF THE PREMISES.

23.1 Force Majeure

An event of Force Majeure shall mean any act of God, fire, flood, drought, earthquake, storm, war, invasion, armed conflict, riot, civil commotion, act of terrorism, epidemic, pandemic, governmental action, explosion, breakdown or accident not caused by the negligence or wilful misconduct of CoFoundry.

Neither Party shall be liable for failure to perform its obligations during the continuance of a Force Majeure event. During such period, CoFoundry shall not be deemed in default, and fees already paid shall not be refundable, except for services demonstrably not rendered.

23.2 Permanent closure of the Premises.

In case of permanent non-availability of the premises, this Agreement shall terminate, and the Client shall pay fees up to the effective date along with charges for services already utilised. No further claims shall lie against CoFoundry.

The Client expressly waives any claim for loss of business, reputational damage, consequential loss or alternative accommodation costs arising from such non-availability.

SCHEDULE A

(PROHIBITED AND HIGH-RISK BUSINESSES)

The Client expressly agrees that the Service Address and Services provided by CoFoundry **shall not be used**, directly or indirectly, for carrying on, facilitating, promoting or representing any of the following businesses or activities ("Prohibited Businesses"):

A. ILLEGAL, CRIMINAL OR RESTRICTED ACTIVITIES

1. Money laundering, hawala, shell entities, benami transactions or accommodation entries
2. Terrorist financing, organised crime, cybercrime or fraud
3. Forgery, impersonation, identity theft, document manipulation
4. Smuggling, trafficking, contraband trade
5. Any activity prohibited under applicable criminal laws

B. REGULATORY & FINANCIAL RISK ACTIVITIES

6. Non-banking financial services without valid RBI registration
7. Cryptocurrency, virtual digital assets or blockchain-related activities without statutory approvals
8. Forex trading, money exchange, remittance services without RBI authorisation
9. Collective investment schemes, ponzi schemes, MLM without legal approvals
10. Investment advisory, portfolio management, wealth management without SEBI registration

C. SENSITIVE / HIGH-SCRUTINY BUSINESSES

11. Gambling, betting, lottery, gaming or wagering (online or offline)
12. Adult content, escort services, pornography or obscene material
13. Arms, ammunition, explosives or hazardous substances
14. Pharmaceuticals, drugs, narcotics, alcohol or controlled substances
15. Chemicals, hazardous waste or environmentally regulated goods

D. MISUSE OF ADDRESS / FRONTING

16. Use of the Service Address as a front for undisclosed, unrelated or unlawful activities

17. Use of the Service Address for misleading representations to banks, investors or authorities
 18. Use of the Service Address after termination or suspension of Services
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LEGAL CONSEQUENCES OF BREACH

1. Any breach of this Schedule shall be deemed a **material breach** of the Agreement.
 2. CoFoundry shall have the right to **immediate termination without notice**, suspension of Services and withdrawal of address usage.
 3. CoFoundry shall be entitled to **inform regulatory and law-enforcement authorities** of such misuse.
 4. The Client shall **fully indemnify** CoFoundry against all claims, losses, penalties, investigations and proceedings arising therefrom.
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CLIENT ACKNOWLEDGEMENT

The Client confirms that:

- Its business does not fall under any Prohibited Business listed above; and
 - It shall **not modify, expand or alter** its business activities into any Prohibited Business without prior written consent of CoFoundry
-

IN WITNESS WHEREOF

The Parties have executed this Agreement on the date first written above.

For CoFoundry Spaces Private Limited

Name: _____
Designation: _____
Signature: _____
Date: _____

For Client

Name: _____
Signature: _____
Date: _____