RENT CUM SERVICES AGREEMENT

This Proworks membership agreement (the "**Agreement**"), dated {dd}/{mm}/{yyyy} as of the date the Agreement is fully executed below ("**Effective Date**"), is entered by and {fetchInputCompanyName} and Proworks.

This Agreement, including the Membership Details Form attached hereto as Schedule 1 (the "**Membership Details Form**"), and the General Terms and Conditions attached hereto as Schedule 2 (the "**General Terms and Conditions**"), and any annexes attached hereto, will be effective as of the Effective Date. To the extent there is any conflict between the General Terms and Conditions, and the Membership Details Form, the order of governance shall be (i) the Membership Details Form, and then (iii) the General Terms and Conditions.

Capitalized terms used but not defined in this Agreement have the respective meanings assigned to them in the General Terms and Conditions.

By signing this Agreement, each party represents to the other party that the signatory hereto has the proper authority to execute this Agreement on behalf of Member COMPANY or Proworks, as applicable, and incur the obligations described in this Agreement on behalf of Member COMPANY or Proworks, as applicable.

SIGNATURES:

MEMBER COMPANY SIGNATURE

Member COMPANY Name: **{fetchInputCompanyName}**

Signature of Authorized Signatory of the MEMBER COMPANY:

Name of the Authorized Signatory: **{Authorisedsignatory},** PAN number {companyPAN}

Date: **{dd}/{mm}/{yyyy}**

PROWORKS SIGNATURE

Proworks Entity: **PROWORKS**

Signature of Authorized Signatory:

Name of Authorized Signatory: Harsha T R (PAN number **AHDPR6309M**)

Date: **{dd}/{mm}/{yyyy}**

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SCHEDULE 1: MEMBERSHIP DETAILS FORM

MEMBER COMPANY	
Member COMPANY Legal Entity Name:	{fetchInputCompanyName}
Execution Date:	**{dd}/{mm}/{yyyy}**
Nature of business of the Member	
Proworks	
Proworks Entity (Legal Name):	**Proworks**
MEMBERSHIP DETAILS	
Address of Main Premises:	
Office Space Details:	
CONTRACT TERM DETAILS	
Agreement Term:	
PRICING / FINANCIAL TERMS	
Membership Fee:	Lump Sum fee of Rs {amount}/- + applicable taxes for the Agreement term.The lump sum for the Agreement term has already been paid upfront by the Member.
ANCILLARY SERVICES ON DEMAND	
CONFERENCE ROOM	
Conference Room:	Need to be pre-booked and based on availability
PRINTING CREDITS	
Print and Copy Credits (per month):	10 B/W or colour, post which Rs. 10 for every B/W print & Rs. 20 for every colour print
PARKING & MAIL & PACKAGE	
Parking Fees	Nil
Mail & Package Handling (per month)	15 max. Any additional package monthly over and above this volume is chargeable at Rs. 10/ package. Acceptable package weight/ dimensions are not

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	more than 5kg of weight or 1 cubic feet size
SCHEDULES AND EXHIBITS	
Schedules/Exhibits:	Schedule 1: Membership Details Form Schedule 2: General Terms and Conditions

SCHEDULE 2

GENERAL TERMS AND CONDITIONS

1. DEFINED TERMS

Definitions: In this Agreement, the following terms, to the extent not inconsistent with the context thereof or otherwise defined herein, shall have the following meanings assigned to them herein below:

"**Due Date**" is the date by which the Tenant shall pay Service Fee to the Service Provider. Such date does not apply in this case;

"**Force Majeure**" shall mean to include any of the following events or conditions that directly or indirectly hinder, limit or make impracticable the performance by a Party of any of its obligations under this Agreement including acts of god, war (declared and undeclared), terrorist attacks, riots, civil disturbance, strikes, fire, earthquake, explosion, floods, sabotage or any other event reasonably beyond the control of the Party including but not limited to any notice, order, rule or notification of the government, municipal corporation or any other public or competent authority or of the court that prevents the Party from performing its obligations, provided that the Party claiming the benefit of the Force Majeure had taken all potential steps to mitigate the occurrence or effect of such Force Majeure event(s);

"**Term**" is such term which shall be from the Commencement Date till the Expiration Date, or any other period that the parties mutually agreed to;

"**Security Deposit**" shall mean a refundable and interest free deposit which the Tenant shall pay/keep deposited with the Service Provider to secure due observance, performance and compliance by the Tenant of all the terms and conditions of the Agreement in respect of the Demised Premises;

"**Service Fee**" shall mean the amount payable by the Tenant in advance to the Service Provider on or before the Commencement Date for the Services provided by the Service Provider;

"**Annual Increment**" shall mean an increment of the Service Fee by **10%** after completion of **11 months 27 days** from the commencement date.

"**Services**" shall mean such services provided by the Service Provider including those set out in **Schedule 1**; and

"**Taxes**" means all forms of taxation and statutory, governmental and municipal charges, duties, and levies, wherever chargeable and whether originating from the Republic of India or any other jurisdiction; and any related penalty, fine, or surcharge.

NOW THEREFORE THIS AGREEMENT RECORDS AND WITNESSES THE TERMS AND CONDITIONS WHICH ARE HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

2. CONFIRMING RECITALS

The Parties hereby confirm that all that they have stated/represented in the above recitals is true and correct and record that they have entered into this Agreement believing and accepting in good faith the truth and correctness of their respective statements and representations therein.

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3. OBLIGATIONS OF THE SERVICE PROVIDER

Subject to the terms and conditions of this Agreement, and any other policies that the Service Provider may make available to the Tenant with prior notice from time to time during the Term, the Service Provider will use commercially reasonable efforts to provide to the Tenant the Services as described below:

3.1. Exclusive access to and use of the Demised Premises;
3.2. Regular maintenance of the Demised Premises;
3.3. Furnishings for the Demised Premises of reasonable quality and in the quantity typically provided to similar office spaces, workstations.
3.4. Air-conditioning in the Demised Premises;
3.5. Electricity for reasonably acceptable office use;
3.6. Access to and use of a space for pantry arrangements; and
3.7. Access to and use of Internet services available at the Demised Premise.
3.8. Inform the tenant of any document received through courier/post/hand delivered at the demised premises in the name of the tenant.
3.9. Attend to any tax officers and connect to the local COMPANY representative at the earliest

4. SERVICE PROVIDER'S RESERVED RIGHTS

4.1. The Service Provider is entitled to access the Demised Premises in connection with the provision of the Services for safety or emergency purposes without any notice.
4.2. The Service Provider reserves the right to alter the Demised Premises, provided that the Service Provider will not do so in a manner that substantially decreases the square footage of the Demised Premises or related amenities.
4.3. The Service Provider may also modify or reduce the list of Services or furnishings provided at any time subject to the mutual agreement of the Parties.

5. TENANT'S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Tenant represents and warrants as follows:
The Tenant shall not do or suffer to be done anything in the Demised Premises, which can prejudice the rights of the Service Provider as a lessee of the Scheduled Property in any manner whatsoever;
The Tenant shall not do, cause, allow or permit to be done in or around the Demised Premises any activity, which is illegal, immoral or anti-social in nature;
The Tenant cannot further license any portion of the Demised Premises to any third party;
The Tenant shall not store or allow to be stored in the Demised Premises any goods, articles or things of hazardous inflammable explosive corrosive toxic or combustible nature, without securing all statutory permissions and only after fully implementing safety regulations required for the said purpose and taking all the safety measures as maybe recommended by the concerned authorities; and
The Tenant shall comply with all applicable laws in relation to (a) the performance of its obligations under this Agreement and (b) the conduct of its business at the Demised Premises.

6. SERVICE PROVIDER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

The Service Provider represents that:
The Service Provider has valid rights in its capacity as a lessee of the Scheduled Property and has all the necessary authority and capacity to enter into this Agreement;
The Scheduled Property is free from all kinds of encumbrances and that the same is sanctioned for commercial usage. The Tenant shall however be allowed to verify the sanctions/approvals received various departments/authorities for commercial usage of the property only on written requests made one week prior to such inspection/ verification;
The Service Provider is entitled to source and procure electricity to the Scheduled Property and has necessary consents and approvals for installing and operating power back-up equipment; and

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The Service Provider shall comply with all applicable laws in relation to (a) the performance of its obligations under this Agreement and (b) the discharge of its duties while performing the Services hereunder.

7. NO RESIDENCY

That the demised premise is a commercial facility and it is agreed by the tenant that the said premises shall not be allowed to establishing a personal residence. It is understood, accepted and agreed by the tenant that he is not a residential tenant at the demised premises.

8. SEXUAL HARASSMENT AT THE DEMISED PREMISES

The Proworks believes in a work environment free from any kind of harassment most importantly sexual harassment as it undermines the members relationship. The Proworks believes that a work environment free of sexual harassment shall be offered to the tenants. The tenant undertakes that no member within the demised premises or schedule property, either male or female or belongs to his office or other office, should be subjected verbally or physically to unsolicited and un-welcomed sexual overtures or conduct. That the behavior that amounts to sexual harassment will not be tolerated at any cost and may result either in disciplinary action or immediate cancelation/termination of agreement.

9. CONFIDENTIALITY AND NON-DISCLOSURE

It is highly possible that during such period in which this agreement is in force and/or during the use of the Services of the Service Provider by the tenant, the tenants may be exposed to certain or many Confidential Information of the Service provider or of its members. "Confidential Information" includes, but is not limited to, information about business, sales, operations, know-how, trade secrets, technology, products and financial information. Confidential Information shall also mean any/ all information, in whole or in part, that is disclosed, during the services in the demised premises or Scheduled property, by The Proworks, or any other tenants of the Schedule Property or user of the Services, or any employee, affiliate, or agent thereof, that is non-public, confidential or proprietary in nature.

The tenant agrees and undertakes to keep such information strictly confidential and not to disclose Confidential Information to any third parties and not to use any such information in any way, directly or indirectly, detrimental to The Proworks, or any other tenants in the Scheduled Property.

Proworks agrees to keep highly confidential category information of the tenant confidential.

10. WORK ACTIVITIES ETC PROHIBITED AT THE DEMISED PREMISES

The tenant agrees and undertakes not to threaten, defame, harass, abuse or otherwise violate the legal rights of others.

11. FORCE MAJEURE

In the event the Tenant is not able to use the Demised Premises or portion thereof due to any Force Majeure event, then in such event the Service Fee and all other charges/fees shall be suspended till such time the Demised Premises is put to the original condition by the Service Provider. In the event that the said defects remain un-repaired beyond 30 (Thirty) days from the date on which the Demised Premises or any part thereof is rendered uninhabitable or unusable, the Tenant shall be entitled to terminate the Agreement without any liability to pay any Service Fee or charges for the remainder of the Lock-in Period and the Service Provider shall refund the entire Security Deposit immediately.

12. INDEMNITY

The Tenant shall indemnify and hold the Service Provider harmless against any claim, action, loss, damage or proceedings brought against the Service Provider arising from: (a) gross negligence, fraud, or willful misconduct; (b) violation of any applicable law; or (c) material breach of any of its obligations under this Agreement.

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The Service Provider shall indemnify and hold the Tenant and its affiliated companies, and their respective directors, officers, agents, and employees (each such person, the "**Indemnified Person**") harmless against any claim, action, loss, damage or proceedings brought against the Indemnified Person: (a) gross negligence, fraud, or willful misconduct; or (b) defect in the title of the Scheduled Property.
Notwithstanding anything to the contrary elsewhere contained in this Agreement, both Parties, in any event, regardless of the form of claim, shall not be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.

13. ARBITRATION AND DISPUTES RESOLUTIONS
All or any dispute, controversy or claim arising out of or in relation to the terms of this Agreement or its expiry or early termination, including interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settle through/ referred to arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any Statutory Amendments, modifications or re-enactment thereof for the time being in force. The Arbitration proceeding shall be conducted by a Sole Arbitrator, who shall be appointed with mutual agreement. The place of such Arbitration shall be decided accordingly.
It is hereby agreed between the parties that the Service provider shall not control and is not responsible for the actions of other Members. If a dispute arises between Members or their invitees or guests, the service provider shall have no responsibility or obligation to participate, mediate or indemnify any party. However, the service providers may at its discretion refer those disputes to arbitration. It is also agreed that the service provider shall reserve the right to terminate the agreement immediately, with appropriate refund, if any, if such dispute becomes disruptive and affects the cultural and environment of the demised premises and Scheduled Property.

14. GOVERNING LAW AND JURISDICTION
The rights and obligations of the Parties arising out of this Agreement shall be construed; enforced and governed in accordance with the applicable laws in India alone.
The courts at **Bengaluru, Karnataka (India)** shall, to the specific exclusion of other courts, alone have jurisdiction in all matters arising out of and in relation to this agreement.

15. NOTICE
It is specifically accepted and acknowledged by the tenant that the service provider shall primarily communicate through registered E-mail address(es) with the tenant. And in the event the primary E-mail ID is compromised due to any reason whatsoever, then it shall be the responsibility of the tenant to apprise the service provider of such event and shall replace the same with another valid email ID.
In addition to the above, any notice required to be served by any Party hereto to the other Party shall be deemed to be served upon, if hand delivered against acknowledgement or sent by Registered/Speed Post with the address of the Parties stated herein above. In case of any change in address of the party, it shall be the responsibility of the parties to inform the other party accordingly about such changes.

16. SEVERABILITY
In the event that any provision or portion of this agreement is declared or held invalid, illegal or unenforceable by any Court for any reason, in whole or in part, the remaining provisions of this agreement shall remain valid and enforceable and shall remain in full force and effect to the fullest extent permitted by applicable law.

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17. WAIVER
No waiver of any breach of any provisions of this Agreement shall constitute a waiver of any prior concurrent or subsequent breach of that provision or any other provision of this Agreement. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

18. SUBORDINATION
This Agreement is subject and subordinate to the Service Provider's lease with the landlord of the Scheduled Premises and to any supplemental documentation and to any other agreements to which the lease with such landlord is subject to or subordinate.

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