CO-WORKING SPACE AGREEMENT

This Deed of Co-working Space Agreement is made and executed on this day of XXXXXXXX, at Hyderabad, by and between:

a company registered under the Companies Act, 2013, Under the brand name of "
"and having its registered office at:

(Hereinafter referred to as which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the FIRST PART.

AND

M/s XXXXXXXXXXXXXXXXXXXXXX, having its registered office at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX,. by its Authorized Signatory MRXXXXXXXXXX (Director/CEO).

(Hereinafter referred to as the **"CLIENT/SECOND PART"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors .

The ' ' and "**CLIENT**" are hereinafter individually referred to as a "Party" and collectively as "Parties".

WHEREAS:

A. The is in physical possession of commercial unit admeasuring

B. The took the premises, as describe in the above Para, as Lease for the Purpose of Running its business on the name of its brand name and style, "**QUICKSTART CO-WORKING** ".

C. The First Part is doing its business under the Name and style of **QUICKSTART CO WORKING** having a registered Trademark/Copyright in its favour by providing shared office spaces, Co-working Spaces, flexible workstations and professional amenities for start-ups, freelancers and established companies, fostering a collaborative working environment.

A. The First Part has created a proper set up for running and maintaining Co working office space in such a modern Building.

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B. **The CLIENT** has approached the **QUICKSTART CO-WORKING** with a request to use the said premises for its registered address under this Agreement without claiming any other rights therein, upon the terms and conditions hereinafter for a period of 6 months/years.

C. **THE CLIENT** has represented and warranted to the **QUICKSTART CO-WORKING** that they have the power and authority to enter into and perform this Agreement.

D. **THE CLIENT** with a view to use the said premises strictly for business purposes and after fully satisfying themselves with respect to the premises and the **CLIENT** have entered into the present Agreement.

E. This Agreement supersedes all previous discussions/negotiations between the parties in respect of the subject matter hereinafter contained. The Parties wish to execute this Agreement to record the terms and conditions for the office premises of the Demised Premises and matters related thereto.

NOW, THEREFORE in consideration of the premises and the mutual covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. NATURE OF THE AGREEMENT:

1.1 This Agreement provides an online platform to the **CLIENT** to access to show registered address in it website, shared resources, networking opportunities, and other services as detailed in this Agreement.

1.2 This Agreement is a commercial contract for the provision of office services.

1.3 The **CLIENT** agrees that this agreement creates no tenancy interest, leasehold estate, or other real property interest or related rights in **QUICKSTART CO WORKING** business, the premises, the office space or anything contained in or on the premises or office space.

1.4 The parties hereto shall each be independent in the performance of their obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose.

1.5 The **CLIENT** acknowledges and agrees that entering into this Agreement for the purposes of address for the company and in the course of its trade, business and/or profession, and not as a consumer. Neither party will in any way misrepresent this relationship.

1.6 The **CLIENT** has to explain its nature of business in writing on this agreement.

1.7 The **Client** agrees with **QUICKSTART CO-WORKING** not to carry on any business which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of **QUICKSTART CO-WORKING** whether directly or indirectly for any such purpose or purposes.

1.8 If the **CLIENT** changes nature of business it must notify **QUICKSTART CO**

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WORKING in writing.

2. TERM OF AGREEMENT

1.1 The term of this Agreement shall commence on XXXXXXXXXX and shall be valid for a period of XXmonths/years

1.2 This Agreement may be renewed for a further term as may be mutually agreed between the Parties. For the purpose of renewal of this Agreement, either party shall give 30 days prior written intimation with respect to the same. Upon the mutual agreement of the Parties for the renewal of this Agreement, a fresh agreement shall be executed between the Parties upon the same terms and conditions as mentioned under this Agreement.

1.3 THE **CLIENT** after expiry of this Agreement shall not use the registered address or any services in relation to **QUICKSTART CO-WORKING**.

3. PAYMENT TERMS

1.1 In consideration of the Office Services granted hereunder, the **CLIENT** shall pay a Fee of Rs. XXXX/- (XXXXXXXXXXXXXXX) Half Yearly,Yearly, and the same shall be payable prior to execution of this agreement. **(In case of Yearly payment**).

1.2 In the event of any delay in payment, the **CLIENT** shall be liable to pay interest at the rate of 5% per annum on the outstanding amount.

1.3 **QUICKSTART CO-WORKING** can increase the payment giving One (1) Month notice upon completion of the Agreement. **QUICKSTART CO WORKING** can amend services pricing by giving one month's notice to the **CLIENT**.

4. SERVICES

1. **Address**
   a. The **CLIENT** has the access to use the address for business correspondence and to mention the same in its online platform.
   b. Further, the **CLIENT** is permitted to use the Address as their registered office address provided the **CLIENT** bears the responsibility for compliance with all the necessary provisions of the Companies Act and other relevant laws.
   c. The **CLIENT** has the access to use the Address for obtaining License from Local Authority, bank account, GST and other government licenses only after getting a written permission from **QUICKSTART CO WORKING**.

2. **Mail and Courier Handling**
   a. The **CLIENT** can receive mails at the " Address".
   b. If the **CLIENT** wants **QUICKSTART CO-WORKING** to receive Registered mails/Courier or Certified mails at the Address, the **CLIENT** has to provide a round seal with its name and address and an authorization letter giving **QUICKSTART CO-WORKING** permission to receive mails, couriers on behalf of the **CLIENT**.
   c. In case the **CLIENT** denies seal, **QUICKSTART CO-WORKING** may not be responsible for mails or courier that are not delivered by Indian Postal Service or Private Courier Companies due to non-existence of seal.
   d. The **CLIENT** can pick up the mails from the location free of cost. e. **QUICKSTART CO-WORKING** is not liable for any mails not collected within 30 days from receipt date.

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f. The **CLIENT** can ask **QUICKSTART CO-WORKING** to send the package/ letter to its address. For that, the **CLIENT** will have to pay for shipping and handling fees.

g. **QUICKSTART CO-WORKING** will determine the shipping fees and send an invoice to the **CLIENT**.

h. **Signage**: - 2000/- per month (if any additional charges it shall be bear by the **CLIENT**) at the entrance of the **QUICKSTART CO-WORKING**.

3. Conference Room Access

a. If the **CLIENT** for its business purposes requires Conference Room for which applicable charges will be charged separately.

b. Further, the Conference rooms are subjected to availability and the **CLIENT** should book the conference room in advance. The prices are subjected to change with prior intimation.

5. CONFLICTING BUSINESS

1.1 The **CLIENT** should not directly or indirectly or though agents operate a business that competes with **QUICKSTART CO-WORKING** business of providing serviced offices and offices, shared conference rooms and meeting rooms.

1.2 All the staff employed in the **CLIENT** office shall be the employees of **CLIENT** and **QUICKSTART CO-WORKING** shall not be liable for any claims/liability arising out of their employment.

1.3 The **CLIENT** shall not recruit employees of **QUICKSTART CO-WORKING** in its business up to 2 years of the termination of this agreement.

6. LIABILITY

1.1 **QUICKSTART CO-WORKING** will not be liable for any loss sustained as a result of **QUICKSTART CO-WORKING** failure to provide a Service as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of **QUICKSTART CO-WORKING** interest in the building containing the office. (if any such services are provided by QUICKSTART CO-WORKING)

1.2 **QUICKSTART CO-WORKING** does not accept liability for actions, services of/by third parties in anyway whatsoever, including delays & Non receipt of messages or communication due to delays or failures in the courier or postal service.

1.3 Further, **QUICKSTART CO-WORKING** shall not be responsible or liable to the **CLIENT** for any loss or damage resulting to the **CLIENT** by reason including but not limited to flood, fire, hurricane, riots, explosion, acts of God, war, terror, governmental action, or any other cause which is beyond reasonable control of **QUICKSTART CO-WORKING**.

7. USAGE RESTRICTIONS

1.1 The **CLIENT** shall not store any personal property at the premises.

1.2 **QUICKSTART CO-WORKING** will not provide any Reception service at the l

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Address.

1.3 The **CLIENT** shall not engage in any conduct that may harm **QUICKSTART CO-WORKING** reputation or the experience of other CLIENTs.

8. INDEMNIFY

1.1 The **CLIENT** shall indemnify and keep and hold **QUICKSTART CO WORKING** fully indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this Agreement or arising from any breach of rules and regulations of any applicable law.

1.2 The **CLIENT** shall indemnify that during and after the Term of this Agreement, the **CLIENT** shall not be entitled to use any trademarks/titles of **QUICKSTART CO-WORKING** in its Online Platforms, advertisements, brochures, promotional activities or in any other form without the prior consent and approval in writing of the authorized representative of **QUICKSTART CO-WORKING**.

1.3 The **CLIENT** acknowledges that the **QUICKSTART CO-WORKING** may modify the Services from time to time, provided that such modifications do not materially affect the **CLIENT's** access to the core functionalities of the Co-Working Space.

1.4 Each party agrees to keep confidential any proprietary information disclosed by the other party during the term of this Agreement.

9. INTELLECTUAL PROPERTY

1.1 The **QUICKSTART CO-WORKING** retains all rights, title, and interest in and to the Co-Working Space, including all intellectual property rights.

1.2 All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials comprising the services are wholly owned by **QUICKSTART CO-WORKING**.

1.3 The **CLIENT** shall not copy, modify, or distribute any content from the Co-Working Space without the prior written consent of the **QUICKSTART CO-WORKING**.

10. TERMINATION

1.1 The term of agreement is defined above and either **QUICKSTART CO WORKING** or the **CLIENT** can terminate this agreement at the end date or at the end of any extension or renewal period by giving at least One month written notice to the other.

1.2 To Clarify the **CLIENT** shall not be entitled to terminate this Agreement prior to the expiry of its term in the absence of the term of agreement.

QUICKSTART CO-WORKING reserves the right to terminate this agreement immediately by giving notice to the **CLIENT** in the event that (i) its team members are being harassed by the **CLIENT** or persons attempting to contact the **CLIENT** (ii) The **CLIENT** becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due.

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(iii) The **CLIENT** is in breach of one of its obligations which cannot be put right. (iv) **QUICKSTART CO-WORKING** Has reason to suspect immoral, unethical, illegal or fraudulent business practice and (v) The **CLIENT**
engages in any conduct prejudicial to the **QUICKSTART CO-WORKING** business operations.

1.3 **QUICKSTART CO-WORKING** puts an end to this Agreement for any of these reasons it does not put an end to any outstanding obligations including the payment of any additional services used as well for the remainder of the period for which this Agreement would have lasted if **QUICKSTART CO WORKING** has not ended it.

1.4 If the **CLIENT** commits a material breach of any terms of this Agreement and fails to remedy the breach within 15 days of written notice, this Agreement stands cancelled.

1.5 Upon termination, the **CLIENT** shall settle all outstanding dues before vacating the services.

11. GENERAL PROVISIONS

a. **Amendments**: Any amendments to this Agreement shall be made in writing and signed by both Parties.

b. **Severability**: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

c. **Non-Waiver**: The failure of either Party to enforce any right or provision of this Agreement shall not be deemed a waiver of such right or provision.

d. **Entire Agreement**: This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, whether written or oral.

12. NOTICE

1.1Party to Terminate this Agreement. All formal notices **QUICKSTART CO WORKING** must be addressed to the Designated Manager of **QUICKSTART CO-WORKING**. All notices to the **CLIENT**.

i) In case of **CLIENT**: -

Kind Attn: M/s. **XXXXXXXXXXXXXXX,** having its registered office at
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXX

ii) In case of **QUICKSTART CO-WORKING**: -

Kind Attn:

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1.2 Any communication/notice/letter(s)/document(s) sent by one Party to the other shall be in English and delivered at the address stated herein above or at such other address notified in writing to the other Party. The communication/notices etc. may be sent by registered mail, courier, personal delivery. Any change in the address shall be duly notified in writing to the other Party within 7 days of such change.

13. ARBITRATION

Any dispute or difference arising between the Parties shall be resolved amicably at the first instance. Unresolved disputes, shall be submitted to arbitration to a sole arbitrator. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 along with the Rules there under and any amendments thereto. The arbitration shall be conducted in English. The decision/award of the arbitrator shall be final/conclusive and binding on the Parties. The seat and venue of the arbitration shall be at Hyderabad.

14. GOVERNING LAW

This Agreement shall be construed, interpreted and applied in accordance with, and shall be governed by, the laws applicable in India. The courts at Hyderabad shall have the jurisdiction to entertain any dispute or suit arising out of or in relation to this Agreement.

15. IDENTIFICATION DOCUMENTS

1.1 The **CLIENT** agrees to provide all documents, pertaining to the identification of the Company (mentioned in the agreement) and of the person (executing the agreement) as deemed relevant by **QUICKSTART CO-WORKING** for the purpose of verification of legitimate existence of the business.

1.2 **CLIENT** authorized **QUICKSTART CO-WORKING** to conduct verification of legitimate existence of **CLIENT**'s business and/or standard business verification to execute the agreement.

1.3 The **CLIENT** confirms that he/she has read and understood the terms and conditions above. We, the **CLIENT** and **QUICKSTART CO-WORKING**, agree to be bound by them and comply with those terms and our obligations as set out by them.

REGISTERED ADDRESS

A space in 8th floor physical possession of commercial unit admeasuring 25,000 Sq. Ft situated on the 8th Floor of the Commercial of

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first written above.

FOR **QUICKSTART CO-WORKING FOR XXXXXXXXXXXXXXXXXX**.

Authorized Signatory Authorized Signatory

WITNESSES:

1.

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