

VIRTUAL OFFICE LICENSE AGREEMENT

THIS AGREEMENT OF VIRTUAL OFFICE, hereinafter TO BE REFERRED AS AN **"Agreement"**) made at Bangalore.

This Virtual Office License Agreement collectively with any exhibits, addenda, and schedules (the "Agreement") is made between Licensor and Licensee as designated on the signature page of this Agreement as of the date specified on the signature page to this Agreement. Licensor and Licensee are each referred to herein as a "Party" and together "the Parties."

BY AND BETWEEN:

Mispras Furnishina Pvt Ltd. having its registered office at Ur
n 2 and represented
(hereinafter referred to as the "LICENSOR", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors in interest and permitted assigns) of the ONE PART.

AND

: (Hereinafter to be referred to as the "LICENSEE", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors in interest and permitted assigns);

NOW, THEREFORE, in consideration of the promises and mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be fully and legally bound, agree as follows:

1. STANDARD SERVICES

- (i) All services described below (collectively, the "Services") may be changed at the discretion of the Licensor with or without notice to the Licensee. To this end, Licensee agrees to be bound to any and all changes to Services, rules and regulations, or other changes as may be posted by Licensor on its website or transmitted by e-mail from time to time.
- (ii) Any or all of the Services may be provided by Licensor, an affiliate of Licensor, or any third party service provider designated by Licensor, which service providers are subject to change at any time at the discretion of the Licensor and without prior notice to Licensee.
- (iii) Licensee must use the Services described in this Agreement in accordance with certain policies and procedures attached to this Agreement.
- (iv) Licensor may supplement and revise the Policies and Procedures from time to time, and Licensee must comply with such supplements and revisions. The Policies and Procedures, as

supplemented and revised, are considered part of this Agreement, being incorporated by reference.

2. SERVICES AGREEMENT

(i) Nature of the Agreement: Notwithstanding anything to the contrary, Licensor and Licensee expressly acknowledge and agree that the relationship between Licensor and Licensee created hereunder is that of a licensor-licensee; and this Agreement shall be in no way construed as to grant Licensee any title, easement, lien, possession or related rights in the Licensor's business, Premises, or anything contained therein. Licensee acknowledges that this Agreement creates no tenancy interest, leasehold estate, or other real property interest in Licensee's favour.

(ii) Term: Subject to the terms of this Agreement, the Agreement shall be commencing On _____ and ending on the last day of every calendar month.

(iii) Termination by Licensee. Licensee may terminate this Agreement by serving Licensor in writing of intent to terminate the Agreement at 15 days prior to the termination. Licensee expressly agrees that Licensee may specify only the last day of the calendar month as the termination date.

(iv) Termination by Licensor. Licensor may immediately and without notice to Licensee terminate the Agreement upon the following conditions

a. Upon breach of this Agreement by Licensee, its agents, employees, or invitees, whether or not such breach is later corrected;

b. Upon termination of the Licensor's rights in the Premises; or

c. At any other time, whereupon Licensor, in its sole discretion, sees fit to do so. Licensee shall remain liable for past due amounts, and Licensor may exercise its rights to collect due payment despite termination of this Agreement.

d. The LICENSOR may put an end to this agreement immediately by giving the LICENSEE notice and without need to follow any additional procedure if the LICENSEE becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or the LICENSEE is in breach of one of its obligations which cannot be put right or which LICENSOR have given the LICENSEE notice to put right and which the LICENSEE has failed to put right within fourteen days of that notice, or its conduct, or that of someone at the LOCATION with its permission or invitation, is incompatible with ordinary office use [which shall be determined at LICENSOR'S sole discretion].

(v) Removal of Property upon Termination: On or prior to the termination of this Agreement, Licensee shall remove all of its property if any from the Premises. Licensor shall be entitled to dispose of any of Licensee's or any third party's property remaining in or on the Premises after the termination of this Agreement without notice to the Licensee, and Licensee waives any claims or demands regarding such property.

(vi) Updates to Agreement: Licensor may from time to time update this Agreement and shall provide notice to Licensee of such updates by public posting or e-mail, which shall be the responsibility of

Licensee to review. Licensee acknowledges that Licensee shall accept the new terms of the Agreement upon renewal of the Agreement occurring the first of the year following the completion of one (1) full year after the date of notice of update(s). Continued use of the Services beyond such

time shall constitute acceptance of the new terms.

3. CONSIDERATION

(i) Fees: Licensee agrees to pay in lawful money, in advance, a monthly license fee (the "License Fee") and fees for Services as determined by the Licensor and as appears to be **for the full year** in the Virtual Office Addendum of this Agreement and all fees subject to change at the discretion of the Licensor with notice to Licensee.

(ii) Other Fees: Licensee is subject to additional fees and/or penalties for late payments, returned checks, or other declined payments due to insufficient funds as referenced in the Virtual Office Addendum and/or as set forth in fee schedules published or posted by Licensor, including within but not limited to the Policies and Procedures. Licensee acknowledges all such fees are subject to change at the discretion of Licensor and with notice to the Licensee.

(iii) Taxes: The LICENSEE agrees to pay promptly All other taxes and licence fees which the licensee is required to pay to any governmental authority (and, at licensor's request, will provide to the LICENSOR evidence of such payment).

(iv) Application of Funds: When Licensor receives funds from Licensee, funds shall be applied first to any balances which are in arrears and shall be applied to the earliest month due first. Once past balances are satisfied, any remaining portion of funds received shall be applied to current fees due and owing.

(v) Withholding Services: Licensor may withhold Services and/or deny Licensee access to the Premises while there are any outstanding fees or Licensee is otherwise in breach of this Agreement.

4. TERMS AND CONDITIONS. Licensee acknowledges and agrees to the following terms and conditions:

(i) Licensee is entitled to use the areas on the Premises where Services are rendered (the "Service Areas") solely for receiving Services and for no other use.

(ii) Licensee will be provided with **complete mail services**.

(iii) Licensee may not use any of the Licensor's Services or Premises to conduct or pursue any illegal activities prohibited by any law in force in India.

(iv) Licensee must not use the name of the licensor's office in any way in connection with Licensee's business.

(v) Licensee may use the address of the Premises as its business address; provided, however, that Licensee may not use pictures or illustrations of the Premises in any advertising, publicity or other purpose without the prior written consent of the Licensor. Further, no press release, advertising, sales literature or other publicity statements relating to the existence or substance of this Agreement or the relationship of the Parties created by it shall be made by Licensee without the prior written approval of the Licensor.

(vi) Licensee shall not conduct any activity which may be hazardous to other persons on the Premises.

(vii) Licensee shall refrain from any activities while on the Premises that may be disruptive, including, but not limited to, acts of disorderly nature or excessive noise.

(viii) Licensee may not transfer, sublicense, or otherwise assign or delegate any of the Licensee's rights or obligations under this Agreement to any person without the prior written consent of Licensor, which Licensor may withhold in Licensor's sole discretion. (ix) Licensee is responsible for the actions of all persons that Licensee, its agents, assigns, or invitees allow or invite to enter the Premises. Licensee, its agents, assigns, and invitees acknowledge that at no time shall they allow a party unknown to them to enter the Premises and that such action may result in the termination of this Agreement.

(x) Licensee may have no direct access to the Licensor's landlord (if other than Licensor). Licensee shall have no right to complain or demand anything from the Licensor's landlord and shall address all issues directly to the Licensor.

(xi) Licensee agrees to hold all Confidential Information (defined as information not generally known to the public) of the Licensor and other licensees in the Premises and to take all reasonable precautions to protect Confidential Information. Licensee acknowledges that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this Agreement and cause substantial harm to the injured party for which damages would not be a fully adequate remedy. In the event of any such breach, the Licensor shall have the right to be duly compensated from the Licensee.

(xii) Licensor may disclose information about Licensee as Licensor deems necessary to satisfy any applicable law, regulation, legal process, or government request.

(xii) Licensee agrees to abide by other rules and regulations as determined by Licensor which are communicated to the Licensee verbally, by email, other written notice, or public posting.

(xiii) To indemnify and keep indemnified the Licensor against any loss, costs, charges and expenses that he may suffer or incur on account of breach of any law, rules and regulations of the Govt. or any local authority, or breach of any term or covenant of the said agreement.

(xiii) Use of the LOCATION Address: The licensee may use the LOCATION address as its business address. Any other uses are prohibited without LICENSOR'S prior written consent.

(xiv) In the event that the Licensor is no longer able to provide the services at the designated centre stated in this agreement then this agreement will end and you will only have to pay monthly fees up to the date it ends and for the additional services you have used. Although they will try to find a suitable alternative centre for you.

(xv) Neither the Licensor nor the licensed premises shall have any liability towards the licensee for any loss of profits, business, revenue, damage to brand or reputation or any indirect or consequential or special loss or damage in respect of any act omission neglect delay or default by the Licensee himself or any of his staff or agents and whether in contract or in tort or any other law for the time being in force.

5. NOTICES:

All notices, consents or the like required or permitted to be given under this Agreement shall not be binding unless in writing, and may be given personally or sent to the Parties by Registered Post at its address as set out hereinafter or notified in writing accordance with this clause. If sent by letter, when delivered personally or if dispatched by post, upon proof of the same to the other Party. If sent by, when

6. INDEMNIFICATION:

Licensee will defend and indemnify Licensor, its subsidiaries and affiliates, and each of its and their past, present and future principals, members, assignees, managers, directors, officers, employees, agents, successors, and assigns for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including, but not limited to, reasonable attorney's fees, resulting from and arising out of any breach by Licensee or Licensee's employees, agents, or invitees of this Agreement, or the negligent actions, errors, omissions, willful misconduct, and/or fraud of Licensee or Licensee's employees, agents or invitees. If any such claim, action, or proceeding is brought against Licensor, and/or Licensor's related parties, Licensee, upon written notice from Licensor, will, at Licensee's expense, resist or defend such action or proceeding by counsel approved by Licensor in writing, such approval not to be unreasonably withheld.

7. WAIVER:

Neither Party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in writing.

8. FORCE MAJEURE:

Neither Party is liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement (with the exception of any obligations on Licensee's part to pay any sum of money due Licensor hereunder, including, without limitation, the payment of the License Fee which shall remain unaffected by the provisions of this paragraph) as a result of any causes or conditions that are beyond such Party's reasonable control and which such Party is unable to overcome by the exercise of reasonable diligence, provided that the affected Party will use best efforts to resume normal performance, provided that:

(i) such Party provides notice as soon as possible to the other Party of the occurrence of the Force Majeure Event; and

(ii) such Party continues to make reasonable endeavours to resume performance of its obligations.

9. SEVERABILITY:

If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

10. JURISDICTION & ARBITRATION:

a. Any claim, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussion of the Authorised Representatives of the concerned parties

b. However, if the claims, differences and/or disputes are not resolved by discussions as aforesaid within a period 30 days from the date of referral of such claim, dispute and/or differences, then the matter will be referred for adjudication by a sole arbitrator who shall be nominated, within 3 (three) days of the receipt of the notice to arbitrate. The Sole Arbitrator is to be mutually appointed by

both parties to the agreement in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto.

c. The place of arbitration shall be Bangalore. The arbitration procedure shall be conducted in the English language and any award or awards shall be rendered in English. The award of the arbitrator shall be final and conclusive and binding upon the Parties.

11. ENTIRE AGREEMENT

The terms and provisions herein constitute the entire Agreement between the Parties with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between the Parties hereto with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the Parties other than as expressly set out in this Agreement.

IN WITNESS WHEREOF THE SUB-LESSOR AND THE SUB-LESSEE HAVE SIGNED AND EXECUTED THIS AGREEMENT IN DUPLICATE IN THE PRESENCE OF THE FOLLOWING PERSONS:

Virtual Office Addendum

As Per this virtual office addendum (the "Virtual Office Addendum") to the Virtual Office License Agreement between Licensor and Licensee (the "Agreement"), Licensee will remit the fees described in this Virtual Office Addendum subject to the terms of the Agreement.

License Fee

Security Deposit: