WEWORK MEMBERSHIP AGREEMENT

This WeWork Membership Agreement membership agreement (the "Agreement"), dated as of the date the Agreement is fully executed below ("[DATE OF EXECUTION]"), is entered by and between Member Company and WeWork.

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 (ii) 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 WeWork, as applicable, and incur the obligations described in this Agreement on behalf of Member Company or WeWork, as applicable. Unless otherwise indicated herein, this Agreement is made and executed in two (2) originals, one for each party.

SIGNATURES:

MEMBER COMPANY SIGNATURE

Member Company Name: [NAME OF MEMBER COMPANY]

Signature of Authorized Signatory: [SIGNATURE]

Name of Authorized Signatory: [NAME OF THE AUTHORIZED SIGNATORY]

WEWORK SIGNATURE

WeWork Entity: WeWork India Management Limited

Signature of Authorized Signatory: [CLIFFORD'S SIGNATURE]

Name of Authorized Signatory: Clifford Lobo

SAMPLE

SCHEDULE 1: MEMBERSHIP DETAILS FORM

MEMBER COMPANY	
Member Company Legal Entity Name:	[Member Company Legal Entity Name]
Address of the Member Company	[Member Company to fill] (To be filled out at time of KYC / KYB)
Primary Member	[Primary member name]
Primary Member Contact Details	Email: [Primary member email address] (to be mapped from entry in KYC process) Phone No: [Primary member phone number] to be mapped from entry in KYC process)
Member Company GST ID:	-[Member Company to fill] If no GST then to be put as 'N/A-'
Execution Date:	[DATE OF AGREEMENT SIGNING]
WEWORK	
WeWork Entity (Legal Name):	WeWork India Management Limited (Formerly known as *WeWork India Management Private Limited)* 6th Floor, Prestige Central, 36 Infantry Road, Shivaji Nagar Bengaluru 560001 CIN: U74999KA2016PTC093227 (HQ To be mentioned)
MEMBERSHIP DETAILS	
Address of Main Premises:	[FULL ADDRESS OF THE RESPECTIVE WEWORK LOCATION SELECTED]
Membership No:	Membership No. dedicated to [member company name] (Also to note that the community dashboard will reflect this as HD / VO number, owing to previous agreements as well)
CONTRACT TERM DETAILS	
Agreement Term :	12 / 24 months commencing from [START DATE OF MEMBERSHIP]
Plan Type:	/GST Registration Plan
Agreement Start Date and End Date :	[START DATE TO END DATE IN FULL STANDARD DATE FORMAT]
PRICING / FINANCIAL TERMS	

SAMPLE

Membership Fee:	Lump Sum fee of Rs*[FEE AMOUNT PAID AS PER INVOICE] + applicable taxes for the Agreement term Member Company shall not be permitted to utilize the WeWork membership under this Agreement unless the entire Membership Fee for the Agreement Term has been paid on the Execution Date.Membership Fee shall be subject to escalation of 10% after every 12 months.
BILLING AND PAYMENT	
The lump sum for the Agreement term to be paid upfront by the Member simultaneously upon signing of this Agreement.	
SCHEDULES AND EXHIBITS	
Schedules/Exhibits:	Schedule 1: Membership Details Form Schedule 2: General Terms and Conditions Annexure A: KYC Details
ADDITIONAL ITEMS AND NOTES	
Additional Notes (if applicable):	-

SAMPLE

SCHEDULE 2
GENERAL TERMS AND CONDITIONS

1. DEFINED TERMS

i. "Associated Person" means a person who performs services for or on behalf of the Member Company, or acts on behalf of the Member Company, in the context of this Agreement with WeWork; this may include, for example, employee, director, officer, contractors, agents or consultants.

ii. "Agreement Term" means the period of time from and including the Execution Date to the last day of the period set forth on the Membership Details Form under "Agreement Term" or as agreed upon pursuant to an amendment to this Agreement or exercise of an extension or renewal option.

iii. "Landlord" means WeWork's landlord(s) at the Main Premises.

iv. "Lease" means WeWork's lease with the Landlord or other agreement which provides WeWork with the right to occupy and/or operate and provide the Services at the Main Premises.

v. "Main Premises" or "Premises" means the Premises in which the Corporate Membership Agreement Space is located, as set forth in the Corporate Membership Details Form. It is clarified that the Member Company's access, if any, to the Membership Agreement Space shall be construed as limited in nature and solely incidental to the fulfillment of regulatory address requirements under applicable law.

vi. "Member" means each individual person Member Company authorizes to receive the Services (defined below), adds to the Member List (defined below), and who will be entitled to an individual access keycard (each Member granted a "Membership").

vii. "Member Company" means the legal entity or individual entering into this Agreement as listed in the Membership Details Form.

viii. "Primary Member" means the person(s) indicated on the Membership Details Form who will generally serve as WeWork's primary contact for day- to-day matters including matters involving Members, the physical Office Space or the Premises.

ix. "Regular Business Days" are all weekdays, except local bank/government holidays.

x. "Regular Business Hours" are generally from 9:00 a.m. to 6:00 p.m. on Regular Business Days.

xi. "Taxes" means all forms of taxation and statutory, governmental and municipal charges, duties, and levies chargeable and/or originating from the Republic of India, and any related penalty, fine, or surcharge.

xii. "Term" means the term commencing on the first day of the Commitment Term and ending on the last day of the Commitment Term or any Rollover Renewal Term(s) (defined below), if applicable.

xiii. "WeWork" means the WeWork entity that is a party to this contract as set forth in the Membership Details Form.

2. SERVICES

i. **Services**. Subject to the terms and conditions of this Agreement and any other policies WeWork makes available to Member Company during the Term, WeWork will provide Member Company with the services as described below (the "Services").

a. . Subject to any extra-ordinary event, access to and use of the Office Space as per entitlement detailed in the Membership Details Form.
ii. Electricity for reasonable office use.
iii Heat (may vary by building) and air-conditioning ("HVAC") during Regular Business Hours.
iv Acceptance of mail and deliveries of the dimensions as specified in the Membership Details Form on behalf of your business during Regular Business Hours. WeWork will accept and collect all mails and deliveries, addressed to the Member Company, which may arrive at the Main Premises during

SAMPLE

Regular Business Hours on Regular Business Days. WeWork will treat all such mails and deliveries as privileged and confidential and will not and will prevent its personnel from opening the packages of such mails and deliveries. WeWork shall ensure that receipt of such mails and deliveries are communicated to the Member Company within 48 hours of receipt of such mails and deliveries and the Member Company shall ensure that it collects such deliveries from WeWork within reasonable time. It is clarified that WeWork will not be held liable for any loss or damages arising from late delivery, mis-delivery or non-delivery of mail or packages of the Member Company which does not contain the signature of the WeWork personnel as a recipient indicating its acceptance. Member Company shall not use our mail and deliveries services for fraudulent or unlawful purposes.

v Use of Office Space address as the registered address, principal place of business or additional place of business (as the case may be) for GST registrations, and/ or business address of the Member Company.

vi Other services may be provided for an additional fee, subject to availability at the Main Premises and any additional terms and expenses applicable to those services.

a. ***Opportunity to participate*** in members-only benefits and promotions through WeWork newsletters or in any other manner that WeWork decides in its sole discretion.

3. MEMBER COMPANY OBLIGATIONS AND COVENANTS

i. ***Members Generally.*** The Membership Fee set forth on the Membership Details Form covers the Services for the services as per Clause 2.

ii. ***WeWork Membership***. You shall furnish all relevant documents for the KYC (Know your Customer) and KYB (Know your business) verification of Member Company including but not limited to Aadhar, PAN, TAN or any other document relating to the Member Company etc. and WeWork reserves the right to engage a third party for verification of the Member Company anytime during the Term of the Agreement. Any failure to comply with this clause including failure to furnish the information required under this clause would be a material breach of the terms of this Agreement and WeWork reserves the right to terminate the Agreement under Clause 7(c) with immediate effect without any further notice.

iii. ***Authorized Signatory and Primary Member***. Member Company acknowledges and agrees that the Authorized Signatory set forth in the Membership Details Form has the authority to act on behalf of the Member Company, which includes the authority to sign, make changes to or terminate this Agreement. Member Company hereby designates and appoints the Member set forth in the Membership Details Form to act as Primary Member, who will represent the Member Company and serve as WeWork's primary contact for day-to-day matters, including matters that involve Member Company's use of the Premises or any bookings made for conference rooms at the Premises or for any other purposes which involve the Member Company or their employees using WeWork premises or services. The Primary Member shall hereby have the same authority as the Authorized Signatory. If no Primary Member is designated by Member Company on the Membership Details Form, the Authorized Signatory will serve as the Primary Member. The Authorized Signatory may change the designated Primary Member at any time. WeWork will be entitled to rely on communications to or from the Authorized Signatory, Primary Member, or any other person authorized to act on behalf of the Member Company as notice to or from the Member Company.

iv. ***Consent for Registered Address***. Member Consent for GST Registration. Member Company shall be permitted to use the Office Space solely for the purpose of obtaining GST registration for its business operations from the Office Space, provided that the obligation and the responsibility of compliance with all applicable laws, including but not limited to the Central Goods and Services Tax Act, 2017 or any other GST Act and Rules, as amended from time to time (referred to as "GST Laws"), shall rest exclusively with the Member Company. It is clarified that the statutory registration permitted under this Agreement shall be limited to the use of the Office Space as the Member Company's principal place of business or additional place of business, as permitted under the applicable GST Laws, for the purpose of obtaining GST registration. Member Company confirms that WeWork shall not be responsible to answer any queries raised by any Government official and/or from any third party(ies) pertaining to the Member Company's membership with WeWork under this Agreement or the Member Company's GST registration using the Office Space as its principal or additional place of business. Member Company confirms that they shall be present at the Office Premises for any physical inspection from the authorities and shall promptly respond to any communication received from the government authorities regarding its business operations, use of the Office Space under this Agreement, and/or any other query raised by the governmental or the

SAMPLE

statutory authority concerning the Member Company's GST registration. Additionally, Member Company agrees to make itself available on an immediate basis to address the concerns/queries raised by government officials and/or third parties at all times.

v. ***Deregistration of Principal/Additional Place of Business.*** . If Member Company is using the Office Space as its principal place of business or additional place of business under the applicable GST Laws for the purpose of obtaining GST registration, then upon termination or expiration of this Agreement, Member Company shall (i) de-register the Office Space as its principal place of business or additional place of business with the relevant GST authorities, (ii) complete all other obligations in relation thereto, within 10 days prior to the date of such termination or expiration, and (iii) provide to WeWork documentary proof evidencing the de-registration for WeWork's review and verification. The Member Company hereby agree that upon completion of the term of the Agreement unless the parties have mutually renewed the terms of the Agreement, any consent or no-objection certificates provided by WeWork to the Member Company shall stand rescinded and the Member Company shall be in breach of the provisions of the Agreement incase they continue to use the WeWork Premises as their principal place of business or additional place of business under the applicable GST Laws. Further, the Member Company shall indemnify and keep indemnified WeWork and their agents for any breach of this provision. .

4. MEMBERSHIP FEES; PAYMENT

i. ***Payments Due Upon Signing.*** Upon submitting a signed and completed Agreement, Member Company will be obligated to deliver to WeWork the amount(s) set forth on the Membership Details Form.

ii. ***Membership Fee; Taxes***. Upon execution of this Agreement, your Membership Fee will be due upfront and in advance as of the Execution Date. Member Company is obligated to pay all Membership Fees owed through the end of the Agreement Term and this obligation is absolute notwithstanding any early termination of the Agreement by you ("Membership Fee Obligations").Member Company agrees to pay promptly: (i) all sales, use, excise, value added, and any other taxes which Member Company is required to pay to any governmental authority (and, at WeWork's request, will provide to WeWork evidence of such payment) and (ii) all sales, use, excise, value added, and any other taxes attributable to this Agreement as shown on Member Company's invoice. Member Company shall be responsible for seeking its own independent advice with respect to the tax treatment of this Agreement or any payments due thereunder. WeWork will issue invoices in accordance with the provisions of applicable tax laws to enable Member Company to claim credit in respect of such Taxes borne by Member Company. If Member Company has made any deduction for applicable taxes on any payment to WeWork, Member Company will be required to provide a tax deducted at source certificate to WeWork within the time period prescribed under the Income-Tax Act, 1961.

iii. ***Penalties.*** In the event the Member Company fails to deregister all registrations obtained using the Premises address upon expiry or termination of this Agreement, the Member Company shall be liable to pay WeWork a penalty of INR 1,000/- (Rupees One Thousand only) per day, commencing from the date immediately following such expiry or termination, until the date on which all such registrations are duly deregistered and documentary proof of the same is furnished to WeWork.

iv. ***No Refunds.*** There are no refunds of any fees or other amounts paid by you or your Members in connection with the Services.

5. ***Credits.*** Member Company may purchase credits to use certain amenities at WeWork viz., Conference Rooms, Printing Facilities, Day pass etc. Credits shall not be rolled over from month to month. If the allocated credit amounts are exceeded, Member Company will be responsible for paying fees for the said purchases. The current overage fee schedule is listed on our website and is subject to change from time to time at our sole discretion.

6. INTELLECTUAL PROPERTY; MARKETING

i. WeWork Intellectual Property. Member Company shall not take, copy or use for any purpose (a) the name "We", "WeWork" or any of our other business names, trademarks, service marks, logos, designs, copyrights, patents, trade secrets, trade dress, marketing material, other identifiers or other intellectual property ("Intellectual Property"); (b) any derivations, modifications or similar versions of the same; or (c) any

SAMPLE

photographs or illustrations of any portion of a Premises, for any purpose, including competitive purposes, without WeWork's prior consent, provided that during the Agreement Term, Member Company may use "WeWork" to accurately identify an address or office location. Member Company acknowledges that WeWork owns all right, title and interest in and to its Intellectual Property. Member Company may not file for ownership rights of any of the Intellectual Property with any governmental authority or use the Intellectual Property in any advertising, including domain names, social media handles, or any form of media invented in the future. Member Company may not, directly or indirectly, interfere with or object to, in any manner, WeWork's ownership rights or the use of the Intellectual Property or engage in any conduct that is likely to cause confusion between WeWork and Member Company.

7. DATA PRIVACY

i. WeWork collects, processes, transfers and secures personal data about Member Company and its Members pursuant to the terms of WeWork India's Privacy Policy, which can be found on the WeWork website (https://wework.co.in/policies/privacy/) and as amended from time to time, and in accordance with all applicable data protection laws. Member Company hereby confirms that (i) Member Company has and relies upon an adequate legal basis, including without limitation consent where required, to collect, process, and transfer a Member's personal data to WeWork, its affiliates, group companies and parent shareholders and (ii) Member Company collects and processes such Member's personal data in accordance with applicable law.

8. TERM AND TERMINATION

i. ***Term.*** This Agreement is effective and binding as of the Execution Date and shall remain in full force and effect during the Agreement Term. After the Agreement Term, unless otherwise renewed upon mutual agreement of parties, this Agreement shall stand terminated by efflux of time on completion of the Agreement Term. The Agreement Term and all subsequent Renewal Terms (if any) shall constitute the "Term.

ii. ***Termination by Member Company during the Agreement Term.*** Member Company may terminate this Agreement by giving intimation to WeWork by ending subscription via the online platform created for the purpose of this Agreement. Additionally, you shall undertake with immediate effect to change your registered address/ removing/ canceling all statutory licenses and/ or permits procured by you pursuant the Membership under this Agreement and any consent or no-objection certificates provided by WeWork for use of the Office Premises as their principal place of business or additional place of business under the applicable GST Laws shall stand rescinded and cancelled without any notice.

iii. ***Termination or Suspension by WeWork.*** WeWork reserves the right to withhold Services and/ or immediately terminate this Agreement: (i) upon breach of this Agreement by Member Company or any Member including but not limited to any nuisance caused by you or your agents (ii) in connection with the termination, expiration or material loss of WeWork's rights in the Premises; or (iii) upon service of notice and without need to follow any additional procedure, if a Member Company: (x) becomes unable to pay its dues as they fall due, or (y) becomes insolvent or bankrupt or goes into liquidation or winding up. WeWork reserves the right to blacklist you from signing up for any other WeWork Premises in addition to any other right and remedy which WeWork may exercise under this Agreement and/ or the law. It is agreed between the parties that if the termination of this Agreement is pursuant to Section 7(c)(ii) hereinabove, WeWork may, in its sole discretion, either provide an alternate office space in any other WeWork Premises to the Member Company or refund the pre-paid Membership Fee for Services not rendered by WeWork following such termination.

iv. ***Survival.*** Sections 1, 3(ii), 3(v), 4 (iii), 7, 9, 10, and 13, and all other provisions of this Agreement reasonably expected to survive the termination or expiration of this Agreement will do so.

v. ***Mail and Packages.*** To the extent WeWork provides mail and package services as part of this Agreement, WeWork shall not be liable for any mail or packages received without a WeWork employee's signature indicating acceptance. Member Company shall not use our mail and deliveries services for fraudulent or unlawful purposes, and WeWork shall not be liable for any such use. Provision of mail and package services is subject to Member Company providing us with all information and documents that we may request from time to time in order to comply with applicable laws including Anti-Money Laundering Laws and Anti-Corruption Laws.

9. INDEMNIFICATION

SAMPLE

i. ***Indemnification.*** Member Company shall indemnify WeWork from and against any and all claims, liabilities, and expenses, including reasonable attorneys' fees ("Claims"), resulting from any material breach of this Agreement or negligent acts or omissions of the Member Parties or any nuisance or inconvenience caused due to any act or omission to WeWork Parties or any other member company or their members, investigations by government authorities guests or invitees, within the Main Premises, except to the extent a Claim results from the negligence, willful misconduct, or fraud of WeWork or any of WeWork's affiliates, parents, and successors or either's employees, assignees, officers, agents and directors (the "WeWork Parties"). You shall not make any settlement that requires a materially adverse act or admission by us or imposes any obligation upon any of the WeWork Parties unless you first have obtained our or the relevant WeWork Party's written consent. None of the WeWork Parties shall be liable for any obligations arising out of a settlement made without its prior written consent.

10. **LIMITATION OF LIABILITY**

i. ***Waiver of Claims.*** To the extent permitted by law, Member Company, on its own behalf and on behalf of the Member Parties, waive any and all claims and rights against the WeWork Parties and WeWork's landlords at the Premises resulting from ((i) a breach by you or your Members, employees, agents, guests or invitees of any law on or with respect to the use of the Main Premises, or (ii) injury or damage to, or destruction, theft, or loss of, any property, person or pet, except to the extent caused by the gross negligence, willful misconduct or fraud of the WeWork Parties.

ii. ***Limitation of Liability.*** To the extent permitted by law, the aggregate monetary liability of any of the WeWork Parties to the Member Parties for any reason and for all causes of action, will not exceed the lesser of (i) the aggregate amount paid or payable to WeWork in the first twelve (12) months of the Term, and (ii) the aggregate amount paid or payable under this Agreement. None of the WeWork Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, or any loss of profits or business interruption. Member Company (on its own behalf and on behalf of the Member Parties) and WeWork (on its own behalf and on behalf of the WeWork Parties) each acknowledge and agree that no such parties may commence any action or proceeding against each of the WeWork or Member Parties, as applicable, whether in contract, tort, or otherwise, unless the action, suit, or proceeding is commenced within the time period provided under the applicable law. Notwithstanding anything contained in this Agreement, Member Company and WeWork each agree that they shall not commence any action or proceeding for amounts due or the performance of any obligations in connection with this Agreement against any person or entity other than the Member Company or WeWork entities set forth in the Membership Details Form and the assets of such entity.

iii. ***Extraordinary Events.*** WeWork will not be liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform arising out of or caused by, directly or indirectly, forces that are beyond WeWork's reasonable control, including, without limitation: any delays or changes in construction of, or WeWork's ability to procure any space in, any Premises; any conditions under the control of WeWork's landlord at the applicable Premises; acts or orders of Government; acts of God; epidemics or pandemics; or public health emergencies. Nothing contained herein shall absolve the Member Company from its payment obligations under this Agreement and unless otherwise expressly agreed between the parties in writing under the Membership Details Form, the Member Company shall not be entitled to any abatement or waiver or deferment of Membership Fee in case of an extraordinary event.

SAMPLE

11. **INSURANCE**

i. At all times during the Term and for any other periods of time Member Company is responsible for maintaining, at its own expense, insurance covering Member Company and its Members for property loss and damage, for any mail/post you send or receive, injury to the Member Parties in form and amount appropriate to its business. In addition, the Member Company is responsible for maintaining, at its own expense and at all times during the Term, workers' compensation insurance providing statutory benefits in accordance with the law and employer's liability in an amount appropriate to its business.

12. **COMPLIANCE WITH LAWS**

i. ***Compliance with Laws.*** Each party hereby represents and warrants that at all times it will, and for the Member

Company, its Members will, and have conducted and will conduct their operations in accordance with all applicable laws. Member Company is responsible for compliance with any applicable regulations and rules relating to worker protection, workplace regulations and associated assessments, and WeWork shall have no liability in this respect. WeWork shall be entitled to request such documents and evidence as WeWork shall reasonably require, based on applicable law and regulations and/or WeWork's own internal guidelines at any time while the Agreement is in force.

ii. ***Anti-Money Laundering.*** Member Company and WeWork, each as to itself, hereby represent and warrant that at all times it has conducted and will conduct its operations in accordance with the Prevention of Money Laundering Act, 2002 (the "Anti-Money Laundering Laws"), and that all funds which Member Company will use to comply with Member Company's payments obligations under this Agreement will be derived from legal sources, pursuant to the provisions of Anti-Money Laundering Laws. Member Company will provide WeWork with all reasonably requested information and documents that WeWork from time to time may request in order to comply with all Anti-Money Laundering Laws. Member Company warrants that it will and will use its best efforts to ensure that any of its Associated Persons will, (i) conduct operations ethically and in accordance with all applicable laws, including local anti-money laundering laws, and (ii) only use funds to comply with obligations under this Agreement that derive from legal sources, as defined under local anti-money laundering laws.

iii. ***Anti-Corruption Laws.*** WeWork is obliged to comply with all local laws in all the countries in which it operates, including local anti-bribery and corruption ("ABC") laws, including the Foreign Corrupt Practices Act 1977 ("FCPA") and the UK Bribery Act 2010 ("UKBA") laws. Each party warrants, to the best of its knowledge and belief, that in performing services and/or its obligations under this Agreement, neither it nor its Associated Persons has engaged in and will not engage in, whether directly or indirectly, conduct that would breach the local ABC in force where WeWork operates; and specifically has not and will not, directly or indirectly (i) offer, pay, give, promise, accept or authorize the payment of any money, gift, advantage or other thing of value (whether monetary or not) to any person, commercial party, company or Government Official in order to (a) reward or influence them to act, decide to or omit to act in a particular way in violation of their duty or (b) improperly secure business or an advantage in the course of business; and (ii) prepare, approve or execute any contract, agreement or other document or instrument, or make any record of any kind, that it knows or has reason to know, is false, inaccurate or incomplete. "Government Official" means any individual holding a legislative, administrative or judicial position of any kind, whether appointed or elected, or exercises a public function, or is an official of a public international organization.

13. GOVERNING LAW AND JURISDICTION

i. Governing Law. This Agreement and the transactions contemplated hereby shall be governed by and construed under the laws of India.

ii. Jurisdiction. Any dispute, controversy or claim arising out of or in relation to this Agreement, or at law, or the breach, termination or invalidity of this Agreement, that cannot be settled amicably by agreement of the parties to this Agreement shall be referred to the courts of competent jurisdiction located at Bengaluru, Karnataka, India which shall have exclusive jurisdiction over such matters arising under this Agreement.

14. GENERAL

i. ***Nature of the Agreement; Relationship of the Parties.*** This Agreement is a commercial contract for the provision of business support services. As such, the parties agree that WeWork reserves certain rights beyond those already afforded to WeWork herein, including: (i) rights typically afforded to a party providing services under such contracts; (ii) the right to relocate the Membership Agreement Space or otherwise modify or reduce the Services; and (iii) any other rights necessary for WeWork to perform its obligations under the Agreement. The Member hereby agrees and confirms that the Main Premises remains WeWork's property or property of the landlord, and in WeWork's possession and control. MEMBER COMPANY AND WEWORK AGREE THAT THIS RELATIONSHIP IS NOT THAT OF LANDLORD-TENANT OR LESSOR-LESSEE, AND THIS AGREEMENT IN NO WAY SHALL BE CONSTRUED AS TO GRANT MEMBER COMPANY OR ANY MEMBER ANY TITLE, EASEMENT, LIEN, POSSESSION OR RELATED RIGHTS IN WEWORK'S BUSINESS, THE PREMISES, THE OFFICE SPACE OR ANYTHING CONTAINED IN OR ON THE PREMISES OR OFFICE SPACE. MEMBER COMPANY AGREES THAT THIS AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE, OR OTHER REAL PROPERTY INTEREST. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MEMBER COMPANY SHALL NOT SEEK TO RELY ON

SAMPLE

OR INVOKE PROTECTIONS AVAILABLE TO TENANTS UNDER APPLICABLE LAW, STATUTE, OR OTHERWISE. The parties hereto shall each be independent contractors 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. Member Company acknowledges and agrees that Member Company is entering into this Agreement for the purposes of 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.

ii. ***Opportunity to Consult Counsel.*** Each party hereto acknowledges and agrees that (i) it has had sufficient opportunity to consult independent legal counsel, accountants, tax, and other advisors of its own choosing concerning the provisions of this Agreement, (ii) it fully understands all of the terms and conditions hereof and its rights and obligations hereunder, and (iii) it entered into this Agreement intending to be legally bound. Each party hereto is relying solely upon the advice of its own independent counsel, accountants and other advisors and is not relying in any manner or way on the advice or counsel of the other party's counsel, accountants, or other advisors.

iii. ***Updates to the Agreement.*** WeWork will provide notice of any changes to Services, fees, or other updates via email. It is Member Company's responsibility to read such emails and to ensure its Members are aware of any changes, regardless of whether we notify such Members directly. WeWork may from time to time update this Agreement, or our policies or procedures, and will provide notice to Member Company of these updates. Continued use the Services following thirty (30) days from WeWork's provision of notice of will constitute acceptance of the new terms.

iv. ***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.

v. ***Subordination.*** This Agreement is subject and subordinate to WeWork's Lease and to any supplemental documentation and to any other agreements to which WeWork's Lease is subject to or subordinate. However, the foregoing does not imply any sublease or other similar relationship involving an interest in real property.

vi. ***Severable Provisions.*** Each provision of this Agreement shall be considered severable. To the extent that any provision of this Agreement is prohibited, unenforceable, or otherwise limited, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law.

vii. ***Notices.*** Any and all notices under this Agreement will be given via email and will be effective on the first business day after being sent. All notices will be sent via email to the email addresses specified on the Membership Details Form, except as otherwise provided in this Agreement. WeWork may send notices to either (or both) the Primary Member or the Authorized Signatory, as WeWork determines in its reasonable discretion. Notices related to the physical Office Space, Premises, Members, other member companies or other issues in the Premises should be sent by the Primary Member. Notices related to this Agreement or the business relationship between Member Company and WeWork should be sent by its Authorized Signatory. In the event that WeWork receives multiple notices from different individuals within the Member Company containing inconsistent instructions, the Authorized Signatory's notice will control unless WeWork decides otherwise in WeWork's reasonable discretion.

viii. ***Headings; Interpretation.*** The headings in this Agreement are for convenience only and are not to be used to interpret or construe any provision of this Agreement. Any use of "including," "for example" or "such as" in this Agreement shall be read as being followed by "without limitation" where appropriate. References to any times of day in this Agreement refer to the time of day in the Office Space's time zone.

ix. ***No Assignment.*** You shall not transfer or otherwise assign any of your rights or obligations under this Agreement (including by operation of law). We may assign this Agreement without your consent.

x. ***Counterparts and Electronic Signature.*** This Agreement may be executed in any number of counterparts by either handwritten or electronic signature (including by docusign), each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement, and each of which counterparts may be delivered by emailing the other party to this Agreement signed scanned document or electronically signed portable document format (pdf) version of the contract (as applicable). Each party agrees to the execution of this Agreement in this manner, and the parties acknowledge that execution in this manner creates a binding contract between the parties on the Effective Date.

SAMPLE

xi. ***Entire Agreement.*** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and shall not be changed in any manner except by a writing executed by both parties or as otherwise permitted herein. All prior agreements and understandings between the parties regarding the matters described herein have merged into this Agreement.

xii. ***Confidentiality.*** You agree that this Agreement, the terms contained herein, and any information relating to this Agreement, us or any third party to whom we owe a duty of confidentiality, whether disclosed pursuant to this Agreement or otherwise, are confidential in nature and you shall keep confidential and shall procure that your attorneys, accountants and other advisors, who shall be provided such information on a strictly need to know basis, keep confidential all such information, shall not use or disclose such information for any purpose, except with our prior written consent. The confidentiality obligations herein shall not apply, to any part of the Information which is prior to the date hereof, is in the public domain or hereafter comes into the public domain other than as a result of a breach of this Agreement; is explicitly approved for release by written authorisation by you; was known to the us at the time of disclosure as shown by written records in existence at the time of disclosure; was lawfully obtained by the us without breach of this Agreement and otherwise not in violation of your rights; is required by law or by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority or any other relevant authority, including without limitation, a recognized stock exchange, to be disclosed, provided always that, to the extent permitted by law, prior to any such disclosure being made, we shall notify and consult with you as to the proposed form, nature and purpose of the disclosure.

xiii. ***No exclusivity.*** Nothing in this Agreement shall be construed as creating any obligations of exclusivity on us. You agree and acknowledge that we shall, at all times, be entitled to contract with and provide services similar or identical to the Services to third parties that are engaged in businesses similar and/or identical to the business carried on by you.

xiv. ***Authority.*** You and WeWork, each as to itself, hereby represent that it has full right and authority to enter into this Agreement

SAMPLE

ANNEXURE A – KYC Details

Director's Individual Verification (KYC)

Name	Document Details	Verification Status
DIRECTOR 1	AADHAR or PAN (whichever document used for verification)	Verification Complete / Verified
DIRECTOR 2	AADHAR or PAN (whichever document used for verification)	Verification Completed / Verified

Business Verification (KYB)

[THIS SECTION IS APPLICABLE ONLY FOR INCORPORATED COMPANIES ONLY]

Entity Name	Document Details	Verification Status
[ENTITY NAME]	COMPANY PAN & CIN	Verification Complete / Verified

SAMPLE