

SCHEDULE 2

GENERAL TERMS AND CONDITIONS

1. DEFINED TERMS

“**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.

“**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.

“**Landlord**” means WeWork’s landlord(s) at the Main Premises.

“**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.

“**Main Premises**” means the Premises in which the Office Space is located, as set forth in the Membership Details Form.

“**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**”).

“**Member Company**” means the legal entity or individual entering into this Agreement as listed in the Membership Details Form.

“**Office Space**” means the office number(s) and/or workspace location(s) specified in the Membership Details Form.

“**Premises**” means a building or portion of a building in which WeWork offers services, including offices, workstations, and/or other workspaces to WeWork members.

“**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.

“**Regular Business Days**” are all weekdays, except local bank/government holidays.

“**Regular Business Hours**” are generally from 9:00 a.m. to 6:00 p.m. on Regular Business Days.

“**Restricted Party**” means a person that is: (i) listed on, or owned or controlled by a person listed on any Sanctions List or a person acting on behalf of such a person; (ii) located in, incorporated under the laws of a country or territory that is the subject of country- or territory-wide Sanctions as modified from time to time, (being as at the date of this Agreement, Cuba, Iran, Lebanon, North Korea, Sudan and

Syria), or a person who is owned or controlled by, or acting on behalf of such a person; or (iii) otherwise a target of Sanctions.

“**Sanctions**” means any applicable laws or regulations related to export controls, trade and investment restrictions, economic or financial sanctions or embargoes.

“**Sanctions List**” means the Specially Designated Nationals and Blocked Persons List and the Sectoral Sanctions Identification List maintained by the US, the Consolidated List of Financial Sanctions Targets maintained by the UK, the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions maintained by the European Union or any similar list maintained by, or public announcement of a Sanctions designation made by, the United Nations or a relevant competent authority, each as amended, supplemented or substituted from time to time.

“**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.

“**Term**” means the term commencing on the first day of the Commitment Term and ending on the later to occur of the last day of the Commitment Term or any Rollover Renewal Term(s) (defined below), if applicable.

“**WeWork**” means the WeWork entity that is a party to this contract as set forth in the Membership Details Form.

“**WeWork Member Network**” means the WeWork members-only online community accessed through the internet or WeWork’s mobile app.

2. SERVICES

- a. **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 described below (the “**Services**”).
 - i. Non- exclusive access to and use of the Office Space as per entitlement detailed in the Membership Details Form.
 - ii. Furnishings for the Office Space of the quality and in the quantity typically provided to other member companies with similar office space, workstations, and/or other workspace, as applicable.
 - iii. Electricity for reasonable office use in the Office Space.
 - iv. Heat (may vary by building) and air-conditioning (“**HVAC**”) in the Office Space during Regular Business Hours.
 - v. 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 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 or should you use our mail and deliveries services for fraudulent or unlawful purposes.

- vi. Access to and use of the shared Internet connection in accordance with the terms of services available on the WeWork website at <https://www.wework.com/legal/wireless-network-terms-of-service> (the “**WeWork Data Connection & Internet Access ToS**”).
- vii. Access to and use of the printers, copiers and/or scanners available to all WeWork members and member companies in the Premises, in each case subject to availability and payment of any fees applicable thereto.
- viii. Access to and use of the conference rooms at the Premises during Regular Business Hours, in each case subject to availability, prior reservation, and payment of any fees applicable thereto.
- ix. Use of common areas, kitchens and beverages made available to all WeWork members and member companies.
- x. Opportunity to participate in members-only benefits and promotions.

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.

You will be entitled to access and use your Office Space and Main Premises on a 24/7 basis as per your entitlement detailed in the Membership Details Form. However you acknowledge and agree that all common services may not be available to you and other members at the Main Premises beyond the Regular Business Hours on Regular Business Day. In case of use of heat and air-conditioning in the Office Space beyond the Regular Business Hours on Regular Business Day, there will be an additional hourly charge for such usage, which shall be communicated to you as and when required.

- b. **Third-Party Service Providers.** The Services may be provided by WeWork, an affiliate or a third party. Other services may be provided at an additional fee, subject to availability and additional terms. The Services do not include, and WeWork is not liable for, the provision of products or services by third parties that Member Company may elect to purchase or use in connection with this Agreement pursuant to a separate agreement between Member Company and the applicable third party, even if such services or fees applicable thereto appear on a WeWork invoice. Member Company acknowledges and agrees that third-party partners of WeWork may contact Member Company to offer additional services after the execution of this Agreement. Member Company may opt out of further communications with such third-party partners by contacting WeWork and is not under any obligation to meet with such third-party partners or purchase such services.

3. MEMBER COMPANY OBLIGATIONS AND COVENANTS

- a. **Members Generally.** The Membership Fee set forth on the Membership Details Form covers the Services for the number of Members/ Access Key Cards indicated in the Membership Details Form, only. Member Company may add Members or request for additional Access Key Cards to this

Agreement for an additional fee. All Members must be at least 18 years old to use the Services. Member Company undertakes to ensure that its Members are aware of and comply with the terms of this Agreement. Member Company is responsible for the actions of and damage caused by all Member Parties (defined below) or individuals they permit to enter the Main Premises. Member Company shall be responsible for ensuring the number of individuals accessing and using the Office Space is not exceeded at any time. WeWork reserves the right in its discretion to limit the number of Memberships permitted under this Agreement to a number equal to the number of Access Key Cards set forth in the Membership Details Form at any time. WeWork shall have the right to limit the number of Members and/or Member Company guests or invitees to the Capacity at the Main Premises on a given day.

- b. **WeWork Membership.** You shall furnish all relevant documents for the 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.
- c. **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 Members, the physical Office Space or the Premises. 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.
- d. **WeWork Member Network.** You are responsible for maintaining the accuracy of your list of Members on the WeWork Member Network (your "Member List"). Only those individuals included on the Member List will be deemed to be "Members" and entitled to receive the Services described in this Agreement. To the extent permitted by law, all of your Members shall be required to provide valid government issued identification in order to be issued an activated key card to access the Premises. We reserve the right to limit the number of Members allowed at any point, but not to a number less than set forth in the Membership Details form, upon reasonable notice. You shall furnish all relevant documents for the 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 5(e) with immediate effect without any further notice.
- e. **House Rules.** Member Company and its Members shall be subject to the WeWork House Rules, as attached as **Annexure A** to this Agreement, as well as any additional rules, policies and/or procedures that are specific to any Premises used by Member Company or its Members and may be updated by WeWork from time to time (together, the "**Applicable Rules**"). Member Company shall be responsible for ensuring its Members comply with all Applicable Rules that are applicable to a Premises and agrees

that in the event of any penalty or fine resulting from the breach of any Applicable Rules, Member Company will be responsible for paying such penalty or fine.

- f. **Consent for Registered Address.** Member Company shall be permitted to use the Office Space as their registered office address provided that the Member Company shall bear the responsibility for compliance with the provisions of the applicable laws including but not limited to the Companies Act 2013, GST regulations etc. Member Company may also use the Office Space for obtaining other statutory licenses for its business operations from the Office Space provided that the obligation and the responsibility of compliance with all applicable laws shall solely rest with the Member Company. Member Company confirms that WeWork shall not be responsible to answer any queries raised by any Government official and/or third party pertaining to the Member Company's membership with WeWork under this Agreement. Member confirms that it shall promptly respond to any communication shared by the government authorities, WeWork and/or third party on such matters. Additionally, the 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.
- g. **Deregistration of Registered Address.** If Member Company is using an address provided by WeWork as its registered office address for statutory requirements and/or as any kind of business communication address of whatsoever nature, or Member Company changes its existing registered office address to an address provided by WeWork, then upon termination or expiration of this Agreement, Member Company shall (i) transfer the registered office address to a different location outside the Office Space and/or Premises, (ii) complete the deregistration of such address with the relevant local authorities and (iii) complete all other obligations in relation thereto, within 10 days prior to the date of such termination or expiration, and shall provide to WeWork documentary proof evidencing the same for WeWork's review and verification. For each whole or partial calendar month after such 10 day deadline has elapsed that Member Company has not deregistered the registered address and provided to WeWork proof of the same, Member Company agrees to pay a percentage of its Membership Fee as follows: for the first whole or partial calendar month, 50%; for the second calendar month, 100%; for the third calendar month and each calendar month thereafter, 150%. Such fees shall become immediately due and payable by the Member Company and you agree to indemnify WeWork in this respect. Member Company further agrees and undertakes that WeWork shall not be liable to Member Company or any other person under any circumstance in relation to the use of the Office Space by Member Company as Member Company's registered office address. Further, upon termination of the Agreement, WeWork shall not accept or hold any of your mail or deliveries addressed to the Office Space.
- h. **Damage to Premises; No Alterations/Installations.** Member Company will be responsible for any damage to the Premises or Office Space caused by the Member Parties (defined below) or third parties which the Member Parties permit to enter the Premises. Member Company may not make any structural or nonstructural alterations or installations (including, but not limited to, wall attachments, furniture, IT equipment, cameras, glass paneling, stickers, labels, and/or frosting) in the Office Space or elsewhere in the Main Premises. Member Company shall not install any locks, surveillance, or other security devices to access the Office Space or anywhere within the Main Premises. In the event that any alterations or installations are made, the same will constitute breach of the material terms of this Agreement and the Member Company shall be responsible for the full cost and expense of the alteration or installation and, prior to the termination of this Agreement, the removal of such items and the restoration necessitated by any such alterations.

4. MEMBERSHIP FEES; PAYMENTS

- a. **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 or the relevant annexes attached hereto, as applicable.
- b. **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.

- c. **Invoices; Billing Contact.** WeWork will make available invoices and other billing-related documents, information, and notices to the Primary Member and/or, the Billing Contact (if indicated on the Membership Details Form), including through Member Company’s WeWork Member Network account. Change of the Billing Contact will require notice from the Authorized Signatory in accordance with this Agreement. In the event the Primary Member or the Billing Contact do not raise any question within respect to any invoice within four (4) days from receipt of the invoice, the invoice will be deemed accepted by the Member.
- d. **Form of Payment.** WeWork accepts payment solely by the methods WeWork communicates during the membership sign-up process or from time to time during the Term. Member Company is required to inform WeWork promptly of any changes to its payment information and shall maintain accurate or up-to-date payment information at all times during the Term. Failure to do so may result in suspension or termination of this Agreement.
- e. **Credits; Overage Fees.** Member Company may receive credits to use certain amenities as set forth in the Membership Details Form. 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 such overages. The current overage fee schedule is listed on our website and is subject to change from time to time at our sole discretion.
- f. **No Refunds.** There are no refunds of any fees or other amounts paid by you or your Members in connection with the Services.

5. INTELLECTUAL PROPERTY; MARKETING

- a. **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 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.

- b. **Member Company Intellectual Property.** Member Company consents to WeWork’s non-exclusive, non-transferable use of the Member Company name and/or logo in connection with identifying Member Company as a WeWork member, alongside those of other member companies, on a public-facing “Membership” display on wework.com, as well as in video and other marketing materials and further consents to use of the above including but not limited to content related to your membership for promotional and publicity events as well as for pitches and to its potential investors for any fund raising. Member Company warrants that its logo does not infringe upon the rights of any third party and that Member Company has full authority to provide this consent.

6. TECHNOLOGY AND DATA

- a. **Software Installation; Use of WeWork Platforms and Portals.** To the extent any Member Party requests technology assistance from any WeWork Party, WeWork will not be responsible for any damage to a Member Party’s equipment. Additionally, during the Term, Member Company may have access to certain platforms, apps, or portals as part of the Membership. To the extent such platforms, apps, or portals have their own terms of use, such terms shall govern use of the applicable system. For those without terms of use, such platforms, apps, or portals shall be provided to Member Company “as-is”, and without any representations or warranties.
- b. **Data Privacy.** WeWork collects, processes, transfers and secures personal data about Member Company and its Members pursuant to the terms of WeWork’s Privacy Policy, which can be found on the WeWork website (wework.com/legal/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.

7. TERM AND TERMINATION

- a. **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.”

- b. **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/ cancelling all statutory licenses and/ or permits procured by you pursuant the Membership under this Agreement.
- c. **Termination or Suspension by WeWork.** WeWork reserves the right to withhold Services including access to the Main Premises 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) the WeWork Data Connection & Internet Access ToS, the WeWork Privacy Policy, or any other policies or instructions provided by WeWork or applicable to Member Company; (iii) in connection with the termination, expiration or material loss of WeWork's rights in the Premises; or (v) at any other time, when WeWork, in its sole discretion, sees fit to do so. or (vi) 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)(iii) 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.

An individual Member will no longer receive the Services and is no longer authorized to access the Premises upon the earlier of (x) the termination or expiration of this Agreement, (y) Member Company's removal of such Member from the Member List, or (z) WeWork's notice to Member Company that such Member violated this Agreement and is no longer permitted to utilize the Services. WeWork may withhold or terminate Services of individual Members for any of the foregoing reasons; in such circumstances this Agreement will continue in full force and effect to the exclusion of the relevant Member.

- d. **Removal of Property; Mail after Termination.** Prior to the termination or expiration of this Agreement, Member Company will remove all Member Company property from the Office Space and Premises, including any property of its Members or guests. After providing Member Company with reasonable notice, WeWork will be entitled to dispose of any property remaining in or on the Office Space or Premises after the termination or expiration of this Agreement and will not have any obligation to store such property; notwithstanding the foregoing, Member Company shall be responsible for paying any fees reasonably incurred by WeWork in connection with any removal, handling, or storage of any Member Company property. Member Company hereby waives any claims or demands regarding such property or the handling or disposal of such property. WeWork shall have no implied obligations as a bailee or custodian, and Member Company hereby indemnifies WeWork and agrees to keep WeWork indemnified in respect of any claims of any third parties related to such property. Following the termination or expiration of this Agreement, WeWork will not forward or hold mail or other packages delivered to Member Company.
- e. **Survival.** Sections 1, 3(h), 3(i), 4 (to the extent any payments remain outstanding), 7(c), 7(f), 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.

8. DISCLAIMERS

- a. **Video Surveillance.** For security reasons, WeWork may, but has no obligation to, regularly record certain areas in the Premises via video, provided that such areas will not include the Office Space (except for portions of the periphery of the Office Space that may be incidentally captured by the recordings).
- b. **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 Anti-Money Laundering Laws.
- c. **Other Members.** WeWork does not control and is not responsible for the actions of other member companies, members, or any other third parties. If a dispute arises between member companies, members or their invitees or guests, WeWork shall have no responsibility or obligation to participate, mediate or indemnify any party.

9. INDEMNIFICATION.

- a. **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.

- a. **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.
- b. **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 any the other or any 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.

- c. **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.

11. INSURANCE.

- a. **Insurance.** At all times during the Term and for any other periods of time Member Company may access the Office Space or the Premises, Member Company is responsible for maintaining, at its own expense, personal property insurance and commercial general liability 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 and prevention of or denial of use of or access to, all or part of the Premises, in form and amount appropriate to its business, unless otherwise expressly stated in this Agreement. In addition, 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. Member Company will ensure that WeWork and the Landlord shall each be named as additional insureds on its commercial general liability policy and that all insurance policies shall include a clause stating that the insurer waives all rights of recovery, under subrogation or otherwise Member Company may have against WeWork and the Landlord. Member Company shall provide proof of insurance upon request.

12. COMPLIANCE WITH LAWS

- a. **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.
- b. **Sanctions.** Each party hereby represents and warrants that neither it nor any of its Associated Persons, nor any of its directors or officers, nor its intermediate or ultimate beneficial owners with a 10% or greater stake (i) is a Restricted Party, or is engaging or has engaged in any transaction or conduct, that could result in it becoming a Restricted Party, (ii) is, or ever has been subject to any claim, proceeding, formal notice or investigation with respect to Sanctions; (iii) is engaging or has engaged in any transaction that evades or avoids, or has the purpose of evading or avoiding, or breaches or attempts to breach, directly or indirectly, any Sanctions; (iv) has engaged or is engaging, directly or indirectly, in any activities with or for the benefit of a Restricted Party, in any manner that would reasonably be

expected to result in any such person being in breach of Sanctions or becoming a Restricted Party; or (v) has ever had a payment transaction, whether debited from or credited to any relevant account, blocked, suspended or refused due to Sanctions.

- c. **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 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.
- d. **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

- a. **Governing Law.** This Agreement and the transactions contemplated hereby shall be governed by and construed under the laws of India without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods or New York’s or any other implementation of the Uniform Computer Information Transactions Act.
- b. **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

- a. **Nature of the Agreement; Relationship of the Parties.** This Agreement is a commercial contract for the provision of 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 alter or relocate the Office Space or otherwise modify or reduce the Services; and (iii) any other rights necessary for WeWork to perform its obligations under the Agreement. The whole of the Premises and Office Space 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 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.

- b. **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.
- c. **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, provided that any updates to the Membership Fee shall be dictated by Section 4, above. Continued use the Services following thirty (30) days from WeWork's provision of notice of will constitute acceptance of the new terms.
- d. **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.
- e. **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.
- f. **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.

- g. **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.
- h. **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.
- i. **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.
- j. **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.
- k. **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.
- l. **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:-
- i. 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;
 - ii. is explicitly approved for release by written authorisation by you;
 - iii. was known to the us at the time of disclosure as shown by written records in existence at the time of disclosure;
 - iv. was lawfully obtained by the us without breach of this Agreement and otherwise not in

- violation of your rights;
- v. 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 recognised 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.
 - vi. 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
- m. Authority. You and WeWork, each as to itself, hereby represent that it has full right and authority to enter into this Agreement

ANNEXURE A

House Rules

- a. Member Company acknowledges and agrees that:
 - i. keys, key cards and other such items used to gain physical access to the Premises, the Office Space or Parking Space remain our property. You will cause your Members to safeguard our property and you shall promptly notify us and be liable for replacement fees should any such property be lost, stolen or destroyed;
 - ii. you shall promptly notify us of any change to your contact and/or payment information;
 - iii. we will provide notice to you of any changes to Services, fees, or other updates via email. It is your responsibility to read such emails and to ensure your Members are aware of any changes, regardless of whether we notify such Members directly;
 - iv. carts, dollies and other freight items which may be made available may not be used in the passenger elevator except at our discretion;
 - v. all of your Members are at least 18 years of age;
 - vi. you shall be solely and fully responsible for ensuring that no alcohol or narcotic drugs and psychotropic substances are consumed and/or carried by your individual Members or guests who enter the Office Space and/or Main Premises;
 - vii. common spaces are to be enjoyed by all our member companies, members and guests unless otherwise instructed by us, and are for temporary use and not as a place for continuous, everyday work;
 - viii. you will not be hosting any event at the Premises;
 - ix. you will be responsible for any damage to our Office Space other than normal wear and tear;
 - x. you will be responsible for replacement fees for any item(s) provided to you by the WeWork community team for temporary use should any such property be lost, stolen or destroyed;
 - xi. we are not liable for any mail or packages received without a WeWork employee's signature indicating acceptance;
 - xii. for security reasons, we may, but have no obligation to, regularly record certain areas in the Premises;
 - xiii. you and your Members' computers, tablets, mobile devices and other electronic equipment must be (a) kept up-to-date with the latest software updates provided by the software vendor and (b) kept clean of any malware, viruses, spyware, worms, Trojans, or anything that is designed to perform malicious, hostile and/or intrusive operations. We reserve the right to remove any device from our networks that poses a threat to our networks or users until the threat is remediated;
 - xiv. you consent to our non-exclusive, non-transferable use of your Member Company name and/or logo solely in connection with identifying you as a Member Company of WeWork, alongside those of other member companies, on a public-facing "Membership" display on our website,

as well as in video and other marketing materials. You warrant that your logo does not infringe upon the rights of any third party and that you have full authority to provide this consent.

b. No Member will:

- i. perform any activity or cause or permit anything that is reasonably likely to be disruptive or dangerous to us or any other member companies, or our or their employees, guests or property, including without limitation the Office Space or the Premises;
- ii. use the Services, the Premises or the Office Space to conduct or pursue any illegal or offensive activities or comport themselves to the community in a similar manner; all Members shall act in a respectful manner towards other member companies and our and their employees and guests
- iii. misrepresent himself or herself to the WeWork community, either in person or on the WeWork Member Network;
- iv. take, copy or use any information or intellectual property belonging to other member companies or their Members or guests, including without limitation any confidential or proprietary information, personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same, and this provision will survive termination of this Agreement;
- v. film within any Premises, including within the Office Space, without completing all required paperwork and receiving express written consent from WeWork;
- vi. use the Office Space in a “retail,” “medical,” or other capacity involving frequent visits by members of the public, as a residential or living space, or for any exclusively non-business purpose;
- vii. use our mail and deliveries services for fraudulent or unlawful purposes, and we shall not be liable for any such use;
- viii. store significant amounts of currency or other valuable goods or commodities in the Office Space that are not commonly kept in commercial offices; in the event that you do so, we will not be liable for any such loss;
- ix. make any copies of any keys, keycards or other means of entry to the Office Space or the Premises or lend, share or transfer any keys or keycards to any third party, unless authorized by us in advance;
- x. allow any guest(s) to enter the building without registering such guest(s) and performing any additional required steps according to our policies;
- xi. operate any equipment within the Premises that has a higher heat output or electrical consumption than in a typical personal office environment, or places excessive strain on our electrical, IT, HVAC or structural systems, with such determination to be made in our sole discretion, without our prior approval; or
- xii. bring any weapons of any kind, or any other offensive, dangerous, hazardous, inflammable or explosive materials in the Office Space or the Premises.