

## **SPACE USAGE AGREEMENT**

This Space Usage Agreement is facilitated by Disruptors of Tomorrow Hub Spaces & Suites LLP

### **The two parties to the agreement are as follows:**

This SPACE USAGE AGREEMENT ("Agreement") made on [REDACTED] between Disruptors of Tomorrow Hub Spaces & Suites LLP Space Partner, (hereinafter referred to as "Service Provider") having office at No.48/8 SBI Colony, Adambakkam, Chennai - 600088 and [REDACTED] represented by [REDACTED], hereinafter referred to as "Client", registered office at [REDACTED]  
[REDACTED]

**AGREEMENT TENURE:** The agreement shall be valid through [REDACTED] for a period of 11 Months

### **THE NATURE OF THE AGREEMENT**

Client is interested in using Office Space (hereinafter referred to as the Services) from Service Provider at its premise located at Module no 115 D North Block, 1st Floor, Tidel Park, No. 4 Rajiv Gandhi Salai, Taramani, Chennai, Tamil Nadu, 600113 (hereinafter referred to as the "Premise"). The whole of the Premise remains the property of the Service Provider and remains in the Service Provider's possession and control. This Agreement is personal to Client and cannot be transferred to anyone else. Service Provider may transfer the benefit of this Agreement and its obligations under it at any time.

## **ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE**

The Services are offered to Client conditioned on acceptance without modification of the terms and conditions contained in this Agreement. Client's use of the Service constitutes its agreement to the terms and conditions stated in this Agreement. Each person that uses the Service, or enters into a contract, in writing or online, on behalf of its employer or other third party, represents that such person is authorized to accept these terms on its employer's or on third party's behalf. Unless explicitly stated otherwise, the Terms of Service will govern the use of any new features that augment or enhance the current Services, including the release of new resources and services. In the case of any violation of these terms, Service Provider reserves the right to cancel Services to Client immediately and seek all remedies available by law and in equity for such violations.

## **NATURE OF BUSINESS**

Client has to explain its nature of business in writing on this agreement. The Client agrees with Service Provider not to carry on any business, which could be construed illegal, defamatory, immoral or obscene and agrees not to use the address of Service Provider whether directly or indirectly for any such purpose or purposes. If the Client changes nature of business, it must notify the Service Provider in writing.

## **IDENTIFICATION DOCUMENTS**

The Client agrees to provide all documents, pertaining to the identification of the Company (mentioned in the agreement) and of the person (executing the agreement), as deemed relevant by Disruptors of Tomorrow, for the purpose of verification of legitimate existence of the business. Client authorizes Disruptors of Tomorrow to conduct verification of legitimate existence of Client's business and/ or standard business verification to execute the agreement.

## **COSTS**

The Client must also pay all reasonable costs relating to this Agreement, including any legal costs whatsoever, stamp duty and any Bank charges payable by Disruptors of Tomorrow in respect of the Fee and other amounts received by Disruptors of Tomorrow from the Client pursuant to this Agreement. The Client must also pay any reasonable costs including legal fees that Disruptors of Tomorrow may have incurred in enforcing this Agreement.

## **USAGE OF ADDRESS**

The Client may use the address for business correspondence. The client can use it as a "Place of Business Address" for any licenses / GST Registrations in the state. However, the Client shall bear the responsibility for compliance with all the necessary provisions of the Companies Act / GST Laws /income Tax / labour laws/any other liabilities related to the said agreement with regard to the central /state Government or any other authorities in connection with the above agreement.

## **RENT / SUBSCRIPTION FEES**

Rent / Subscription fees of 14000 plus GST as applicable for the agreement tenure is payable in advance. Any dues in the rent / subscription fees will cause the termination of the Services on the expiration date set forth at the time of signup or payment. For late payments, Client has to pay an additional 2% penalty/month, the payment amount due on Rent / Subscription fees.

## **SERVICE RETAINER / DEPOSIT AMOUNT**

The client will be required to pay a service retainer / deposit fee of INR 1000+18% GST, upon entering this agreement, if it wished to use the "Courier Forwarding" facility. This amount will be kept separately from Subscription fees. Client has to replenish the deposit when it reaches the minimum level. When client terminates the service, balance of deposit amount will be refunded to the client.

## **REFUND POLICY**

Any Subscription payment will not be eligible for refund.

## **MAIL HANDLING**

Client can receive registered and certified mails at the "Address". Service Provider can receive up to 120 letters or packages per annum free of charge for Client. For additional letters or packages, Service Provider will charge a handling fee of Rs.10 per letter / package. Service Provider will not accept packages more than 5 Kg of weight or 1 cubic feet size. Client can pick up the mails from the location free of cost. Service Provider is not liable for any mails not collected within 30 days from receipt date.

Client can ask Service Provider to send the package / letter to its physical address. For that, Client will have to pay for shipping and handling fees. Service Provider will determine the shipping fees and send an invoice to the Client. If the Deposit Amount is paid by the Client, Service Provider will deduct the Shipping fees from it. If there is no Deposit Amount, Service Provider will ship the item only after payment of the shipping fees.

## **OWNERSHIP**

All programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and materials provided by the service provider are wholly owned by the Service Provider and/or its licensors except where expressly stated otherwise. This is not a lease document. Client agrees that the client is not the owner of any phone number assigned to them by Service Provider. Upon termination of account for any reason, such number may be re- assigned to another client.

## **HEAD LEASE**

- (i) The Client acknowledges the lease agreement with [REDACTED] and the space usage Agreement is subject to the Head-lease / Licence under which Disruptors of Tomorrow holds the Space and the Client further acknowledges that it is aware of the provisions of the Head-lease / Licence and will observe and obey all the terms covenants and conditions contained in the Head-lease / Licence.
- (ii) The parties agree that this Agreement is dependent and conditional upon the Head-lease/ Licence and that if the Head-lease / Licence is terminated for any reason, this Agreement shall also immediately terminate without prejudice to any antecedent rights.

## **LIABILITY**

Service Provider will not be liable for any loss sustained as a result of Service Provider failure to provide a Service as a result of any Software Glitches, Mechanical breakdown, Strike, Loss of electric power, or termination of Service Provider interest in the building containing the office. Service Provider does not accept liability for actions, services of/by third parties in anyway whatsoever, including delays & Non receipt of messages or communication due to delays or failures in the email, SMS or fax systems, Phone, courier or postal service.

Further, Service Provider shall not be responsible or liable to Client for any loss or damage resulting to Client by reason including but not limited to flood, fire, hurricane, riots, explosion, acts of God, war, terror, governmental action, or any other cause which is beyond reasonable control of Service Provider.

The Client must comply with all relevant laws and regulations in the conduct of its business. The Client shall not carry out any illegal/Prohibited activities in connection with its use of the Centre. The Client must not do anything that may interfere with the use of the Centre by Disruptors of Tomorrow or by others, cause of nuisance or annoyance, increase of the insurance premiums that Disruptors of Tomorrow has to pay, or cause loss or damage to Disruptors of Tomorrow (including damage to reputation) or to the owner of any interest in the building which contains the centre the Client is using.

## **CONFIDENTIALITY**

Client recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information ("Confidential Information") about Service Provider. Client agrees that during the Term of this Agreement and thereafter: (a) Client shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information as is provided with respect to Client's own similar information, but in no event less than a reasonable standard of care; (b) Client will use Confidential Information solely for the purposes of this Agreement; and (c) Client will not disclose Confidential Information to any third party without the express prior written consent of Service Provider.

Similarly, Service Provider recognizes that it may, in the course of obtaining or using the Services, come into possession of or learn confidential and proprietary business information ("Confidential Information") about the Client. Service Provider agrees that during the Term of this Agreement and thereafter Service Provider shall provide, at a minimum, the care to avoid disclosure of unauthorized use of Confidential Information of Client. If Service Provider transfers its business or any business segment that provides services to Client, Service Provider is authorized to transfer all user information to Service Provider's successor.

## **TERMINATION OF SERVICE**

Client may decide to terminate the service any time by giving minimum 7 days' notice in advance before the expiry date of this agreement. Service will be automatically terminated on the expiry date unless the subscription is renewed. Upon Termination of the account, the Client must cease the use of Address and any Phone Numbers issued IMMEDIATELY from all places including but not limited to business cards, websites, stationary, advertising material, licenses, certificates etc. If the client used the Address for Registration with ROC, GST Authority, Banks etc, the client has to submit a declaration on its letterhead duly signed and stamped, at least 20 days prior to the termination of service, stating that the covenants of this agreement will not be used in any business affairs post termination of this agreement. Service Provider deserves the right to take action against those who are found in breach of this requirement. Service Provider reserves the right to terminate the service and this agreement without notice for any Client whose activity might adversely affect Service Provider reputation or Service Provider's normal operation. Service provider will terminate the service anytime incase Client violates any clause in this agreement, or Client's activities are reported to be fraudulent.

## **ENDING THIS AGREEMENT IMMEDIATELY**

Disruptors of Tomorrow may put an end to this agreement immediately, to withhold Services and access to the Premises by giving the Client notice and without need to follow any additional procedure, if

- (i) The Client becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or
- (ii) The Client is in its breach of one of its obligations, including but not limited to payment of Fees and Services Due, which cannot be put right or Disruptors of Tomorrow have given the client notice to put right and which the Client has failed to put right within fourteen days (14) of that notice, or
- (iii) Its conduct or that of someone at the Centre with its permission or invitation, is incompatible with ordinary office use If Disruptors of Tomorrow puts an end to the agreement for any of these reasons it does not put an end to any outstanding obligations, including additional services used and the monthly fee for the remainder of the period for which this agreement would have lasted if Disruptors of Tomorrow had not ended it.
- (iv) Not with standing anything contained in contract, If the client or any employees are found guilty in any offence involving moral turpitude and convicted in fraud the contract shall be terminated with immediate effect.

## **JURISDICTION**

Civil Courts of the Chennai city shall have exclusive jurisdiction in the event any disputes or differences arise in respect of, out of, relating to and/ or touching this Agreement. This agreement is interpreted and enforced in accordance with the law of the place where the relevant Centre is located.


## **INDEMNITY**

The client shall be responsible for compliance with all the necessary provisions of the Companies Act / other relevant laws, and hereby agrees to indemnify and keep and hold Service provider fully indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this agreement or arising from any breach of rules and regulations of any applicable law.

## **FORCE MAJEURE:**

- (i) Neither Party shall be liable for non-performance of this Agreement for reason attributable to Force Majeure, i.e., any circumstances which is beyond the reasonable control of either party including, without prejudice to the generality of the foregoing, any acts of God, acts of the public enemy (terrorism), government restrictions and actions, insurrections, riots, strikes, lockouts, or boycotts, fires explosions or floods, epidemic, pandemic or other natural disaster, strike, lockout or other form of industrial action, provided that such performance shall be excused only to the extent of and during the reasonable continuances of the effect of such force majeure and/ or does not occur on account of any act or omission to act of such Party.
- (ii) The Affected Party shall promptly notify the other Party, of the estimated extent and duration of such inability to perform its obligations and shall take all reasonable steps available to it to remedy any Force Majeure event and to minimize the effects thereof.
- (iii) Upon the cessation of the Force Majeure event the Affected Party shall promptly notify the other Party of such cessation.

## **Client's Address will be:**

  
**DOT Cowork,  
Tidel Park, Module no 115 D North Block, 1st Floor,  
No. 4 Rajiv Gandhi Salai, Taramani, Chennai, Tamil Nadu, 600113.**


**THIS IS A FORMAL AGREEMENT ON SERVICE PROVIDER'S TERMS AND CONDITIONS. I  
AGREE TO THE ABOVE TERMS AND CONDITIONS.**

**For Client:**

Signature : 

Name : 

Designation/Title : 

Date of Sign : 

**For Space Partner:**

Signature :

Name : Mr. Padam Chand

Designation/Title : PARTNER

Date of Sign : 23<sup>rd</sup> February,2023