

AGREEMENT

This Agreement (“**Agreement**”) is made at **[INSERT PLACE]** on the **[INSERT DATE]** (“**Effective Date**”)

BY AND BETWEEN

Stylework Innovation Hub Private Limited, a company duly incorporated under the provisions of the Companies Act, 2013, having its registered office at 55, 2nd Floor Saidullajab, Westend Marg, New Delhi, South Delhi DL 110030 IN, being represented by its director, Mr Sparsh Khandelwal, (hereinafter referred to as the “**Company**”; which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include their affiliates, executors and assigns) of the **FIRST PART**;

[INSERT NAME OF THE COMPANY], a Company duly authorised by Board Resolution dated **[INSERT DATE]**(hereinafter referred to as the “**Partner**”; which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include their affiliates, executors and assigns) of the **SECOND PART**;

*For the purposes of this Agreement, Stylework and the Partner shall be collectively referred to as the “**Parties**” and individually as “**Party**”.*

RECITALS

- A. Stylework, inter alia, offers an online Listing platform for office spaces and provides its Listing/aggregator services (“**Stylework Services**”) via its Website and Application on various mobile-application stores (including, but not limited to the Google Play Store and Apple Store).
- B. Partner, inter alia, is engaged in the business of **BUILDING, MANAGING AND OPERATING COWORKING SPACES**.
- C. This Agreement records the representations, warranties, statements, assurances, agreements, undertakings, indemnities and covenants of the Parties, as also the terms and conditions of this Agreement as under.

NOW, THEREFORE, THIS INDENTURE WITNESSETH AS UNDER:

1. SPECIAL TERM

1.1 Stylework undertakes to provide the Partner with users in accordance with the requirements, pricing and time slot availability communicated by the Partner to Stylework in writing and/or the Space App or any other medium agreed upon by the Parties from time to time (“**Service(s)**”).

1.2 Any Booking made and through the Manual Lead Process shall be undertaken in accordance to

the Manual Booking Addendum attached herein.

2. RIGHTS AND DUTIES OF THE PARTIES

- 2.1. The Partner shall communicate to Stylework the number of available rooms/ seats/ cabins (“**Workspace**”) available with the Partner and their respective pricing details and the time-slot availability of the Partner during which it wishes to procure users for the Workspace. Such communication shall be undertaken via the mediums agreed upon by the Parties in Annexure 1.
- 2.2. In the event that Stylework is approached by a potential user whose criteria with respect to Workspace, time slot, pricing and duration of booking coincides with the specifications provided by the Partner, Stylework shall forthwith communicate to the Partner about such potential user(s). Such communication shall be undertaken via the mediums agreed upon by the Parties in Annexure 1.
- 2.3. The Partner shall communicate to Stylework its acceptance/rejection/consideration/current status/any other requisite communication necessary (“**Communication**”) as the case maybe, in response to any communication received by it from Stylework regarding any potential user(s) not later than eight (8) hours from receiving such communication.
- 2.4. In the event of acceptance, Stylework shall communicate the same to the potential user along with the confirmed details regarding the Workspace, time slot, pricing details and the duration of the Booking. In case of generation of Day pass, any Communication shall be communicated on a direct basis.
- 2.5. The Partner agrees and undertakes that all permits, licenses, etc. to conduct its business activities are obtained by the Partners and shall keep such licenses, permits, consents, etc., if any, up to date during the Term of this Agreement.
- 2.6. Unless otherwise expressly agreed in writing by the Parties hereto, the Partner shall have no authority to, and shall not, (i) make any statement on behalf of Stylework, or (ii) bind or otherwise obligate Stylework to any contract at any time.

3. TERM, TERMINATION AND SUSPENSION

- 3.1 This Agreement shall be effective from [INSERT DATE] and shall continue to be valid unless terminated by either Party to this Agreement, by giving a sixty (60) days prior written Notice to the other Party, expressing its willingness and intention to terminate this Agreement.
- 3.2 In addition to the above, either Party may terminate this Agreement with immediate Notice for Material Breach of the Terms of this Agreement by the other party, or for any statutory reasons. In the event of Termination of this Agreement for Material Breach, any confirmed/reserved Booking or Memberships shall continue to be provided as agreed for the specified date/ set of dates in relation to the Workspace Partner property.
- 3.3 The Partner agrees that any obligations or payments pending under this Agreement, accrued prior to the termination of this Agreement, shall be fulfilled to completion by the Parties post termination.

4 FEES

4.1 Any payments to be made under this Agreement shall be in accordance to the following table:

Direct booking on the Stylework Application [Stylework to the Partner]	In accordance with the settlement cycle agreed upon by the Parties in Clause 4.	Monthly Basis
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4.2 The distribution of all payments pertaining the Bookings made on the Stylework Application (“Space App”) of the Workspace shall be in the following ratio:

Partner Fees – 90%

Stylework Fees – 10% (“Commissions”)

4.3 The Parties hereby agree that the any payments due shall be settled by Parties in accordance with the Terms of Service unless otherwise agreed upon by Parties

5 PAYMENT TERMS

5.1 An invoice shall be generated by the Partner/Stylework in favor of the user, on completion of the Booking made by the user provided through Stylework, at the time of receiving the payments from the user (“Invoice 1”). Such Invoice shall be shared by the Partner/Stylework with the other Party for each Booking within three (03) days from the completion of the Booking.

5.2 An invoice shall be generated by the Partner in favor of Stylework, on completing the payment through Settlement Cycle, at the time of receiving payments from the user (“Invoice 2”). Such Invoice shall be shared by the Partner with Stylework for each Booking within three (03) days from the completion of the Booking.

5.3 The Partner hereby acknowledges, represents, warrants and agrees that it shall complete all tax registration obligations, and calculate and remit all tax liabilities related to the provision of co-working space services to users, as required by applicable law, more particularly and shall include the taxes under the Goods and Services Tax Act, 2016 for the services provided by the Partner to the user. The Partner further acknowledges and agrees that it shall be responsible for taxes on its own income, arising from the provision of its Workspace services to users.

5.4 In the event this Agreement is terminated in accordance with the terms specified in this Clause, then the Parties shall make the payment of any pending payments in relation to the Services and obligations specified under this Agreement within a period of [Seven (7)] days from such termination.

5.5 In the event of late payment of any Commissions, pending payments (“Pending Payment”) under this Agreement, a penalty of Rs 500 each day shall be charged by Stylework until the successful payment of all the Pending Payments.

6 TERMS OF SERVICE

6.1 The Parties hereby agrees that the Terms of Service (to be provided via email through a Google Form) shall be binding on both the Parties. The Partner hereby confirms that he is entering into this Agreement post perusal of the Terms of Service, provided separately via Google Form or any other mode by Stylework. The Partner hereby consents, that in the event, the Terms of Service are

not accepted by the Partner via the Google Form extended by Stylework, the acceptance of this Agreement shall be considered as explicit agreement to the Terms of Service which shall be applicable upon the execution of this Agreement for the term of this Agreement.

6.2 The Parties hereby agree that upon successful completion of the Google Form and the subsequent acceptance of the Terms of Service via the Google Form, the Terms of Service shall be binding on both the Parties.

6.3 The Parties hereby agree that the Agreement may be signed by and between the Parties post the acceptance of the Terms of Service by the Partner, or as agreed upon by the Parties in writing.

6.4 The Agreement and the Terms of Service shall be read as one document upon execution of the Agreement. The Partner shall be responsible to acquaint itself of any modification(s), addition(s), change(s) (“**Modification(s)**”) in the Terms of Service. Any rights or obligations arising due to the Modification(s) of the Terms of Service shall be binding on the Partner. Any loss, costs, charges, levies, penalties arising due to non-compliance with the Modifications shall be borne by the Partner.

7 MISCELLANEOUS

7.1 Confidentiality

7.1.1 During the term of this agreement, either Party may be exposed to certain information, including but not limited to information concerning the other Party’s products/services, client data, employee records, practices, business strategies, payment terms and structure, the terms of this Agreement, etc., which are confidential and proprietary information and not generally known to the public.

7.1.2 The Partner further agrees to (i) only disclose Confidential Information to its employees, officers, directors (hereinafter collectively as Representatives) on a need to know basis, provided, the Partner ensures that such Representatives are aware of and comply with the obligations of confidentiality prior to such disclosure; and to (ii) not disclose any Confidential Information to any third party, including but not limited to the client(s) of Stylework receiving the Services, without the prior written consent of Stylework.

7.1.3 This Clause shall survive termination of this Agreement.

7.2 Use of Licensed Marks

The Partner does hereby grant to Stylework a limited non-exclusive license to use the Partner’s name and the accompanying logo service trademarks (the “**Licensed Marks**”) solely in connection with the management and execution of the Services during the subsistence of this Agreement. The Partner shall not, in any manner whatsoever use the trademark, name, mark or logo of Stylework or any abbreviation of the name of Stylework for their private advantage or outside the scope of the Services without prior written approval of the Stylework.

7.3 Ownership of Material

Promptly upon the expiration or termination of this Agreement, and earlier, if requested by Stylework, the Partner shall deliver to Stylework (and will not keep in its possession or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by the Partner as part of or in connection with the services rendered on behalf of Stylework for its client.

7.4 Governing Law

The services shall be performed by the parties in accordance with all the applicable laws, by-laws, statutes, rules, regulations, orders, ordinances and notifications.

7.5 Publicity

The Partner shall not release any press statement regarding its relationship with Stylework, disclose the existence of this Agreement or any other contract or any of their provisions or objectives or make any announcement relating to the relationship of the Parties, without Stylework's prior written consent. The Parties hereby agree that Stylework reserves the right to publicize and market the Workspace upon the execution of this Agreement.

7.6 No Agency or Partnership

Nothing in this Agreement shall constitute a partnership between the Parties and the Partner shall have no authority to act as an agent of Stylework, to contract on behalf of Stylework or to create a liability against Stylework in any way or for any purpose.

7.7 Co-operation

The Partner shall comply with all reasonable instructions of Stylework and shall abide by all agreed deadlines.

7.8 Indemnity

The Partner agrees to indemnify, defend and hold Stylework and its affiliates, officers, directors, employees and agents, harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorney's fees) resulting from (i) the Partner's breach of any provisions of this Agreement, or (iii) the Partner's interaction with any user and their use of the co-working services, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind

arising in connection with or as a result of such interaction, participation or use, (iv) Stylework's collection and remittance of applicable taxes, or (v) the Partner's breach of any laws, regulations or third party rights. Stylework reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, the Partner shall not in any event settle any matter without the written consent from Stylework.

7.9 Force Majeure

7.9.1 Notwithstanding anything to the contrary contained herein, no Party shall be liable to the Partner for any delays or failures in performance of this Agreement (other than a payment obligation) resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, war, or civil unrest.

7.9.2 A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition within a period of 2 (two) business days; and (b) use commercially reasonable efforts to remove any such causes and resume performance under this agreement, as soon as reasonably practicable.

7.9.3 In the event of any extended delay due to the Event exceeding a period of one week, this agreement shall be suspended unless otherwise mutually agreed by the Parties.

Duly authorized for and on behalf of Stylework Innovation Hub Private Limited	Duly authorized for and on behalf of _____
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Name:	Name:
Position:	Position:
Date:	Date:

**Annexure 1
COMMERCIALS**

- I. AGREED MODE OF COMMUNICATION : Day Pass direct sell without asking/direct sell of multi-locational memberships/direct sell of fixed memberships as per real time availability data received from APIs integrated in Space Inventory Software/Google sheets / Sell by receiving accepted nods from requests send in space app or by mail confirmations(manual leads)]**

**Annexure 2
Manual Lead Booking**

[THIS MANUAL BOOKING ANNEXURE IS TO BE ATTACHED THE APPLICABLE LOI/AGREEMENT AND SHALL BE CONSIDERED TO BE ONE DOCUMENT ONCE ATTACHED.]

- 1. For the purpose of this Agreement, the term “Manual Lead Booking” shall mean and include any Booking initiated and completed pertaining to a Lead of 1-1000 Seats of a startup/SME/Corporate manually via email.**
- 2. The Parties hereby agree that any Manual Lead Booking shall be undertaken under this Agreement in accordance with the below mentioned terms and conditions. The Agreement, Terms of Service and the Manual Lead Booking Addendum shall be read together as one for the purpose of interpretation of rights and obligations of the Parties.**
- 3. Stylework shall provide any business opportunities that may arise during the Term of the Agreement (“Leads”) to the Partner via an email which shall register the Partner for consideration of a Lead. The Partner shall convey its acceptance/rejection/consideration via a response to the communication from Stylework within a period of eight (8) hours from the receipt such Lead (“Time”). Upon receiving the acceptance from the Partner of the Lead the negotiations shall commence between the Parties. Any acceptance extended to Stylework in relation to the Leads provided by Stylework shall be deemed to be absolute acceptance and shall bind the Partner to extend to Stylework the commission of such Lead on the agreed terms and conditions. Upon rejecting the Lead provided by Stylework, the Partner shall not be considered for the Lead and shall not receive any communication regarding the respective Lead from Stylework. Upon conveying its consideration to Stylework, the Partner shall be considered for such Lead unless the Partner conveys its explicit [acceptance/rejection] to Stylework or the expiration of the aforementioned Time or acceptance by other clients of Stylework of the Lead. In case of [rejection/no response], if the Lead gets confirmed to you by any other source then the Partner shall be bind to extend to Stylework the commission of such Lead on the agreed terms and conditions.**
- 4. Post the negotiations, a closure email incorporating the agreed negotiated terms between the Parties shall be extended to the Partner (“Closure Email”). Upon acceptance of the Closure Email, the Partner shall be bound by the rights and obligations of this Agreement, Terms of Service “and the Manual Booking Addendum”. In the event the Partner rejects the terms of the Closure email and subsequently enters into a business relationship with the Lead extended by Stylework then the Partner hereby agrees to be liable to pay the commission to Stylework in the ratio at Stylework’s discretion. In the event the Partner does not provide explicit acceptance or rejection of the terms of the Closure Email, subsequently enters into a business relationship with the Lead extended**

by Stylework then the Partner shall be liable to pay to Stylework the commission in the ratio at Stylework’s discretion.

5. Upon communicating its acceptance to the Partner, the Partner shall enter into an Agreement (“Lead – Partner Agreement”) with the Lead for the agreed duration and terms and conditions.

6. The details of Section 7 and 8 shall be negotiated between the Parties and shall be extended to the Partner in the Closure Email.

7. Details of the Manual Lead Booking:

- A Client Details, Number of Seats, Security Deposit, Monthly Rent, Rent Cycle along-with Joining Date and related data :
- B Tenure and Lock-in period of the Booking:
- C Location of the Booking :
- D Standard Amenities at the Booking Location:
- E Any Add on Paid Services at the Booking Location:

8. Stylework Commission Payment Terms:

- A Mode of Payment:
- B Details of Stylework Bank Account:
- C Penalty in the event of delayed payment:
- D Penalty in the event of cancellation:
- E Commission for Stylework and the nature of the Agreement between the Parties shall be in accordance to the table below mentioned:

Manual Lead Closing Number	Agreement Type: Tripartite (deduction of monthly commission); Tripartite/Direct Agreement with one-time commission)]	Stylework Commission parts: One Time, bi-annual(2 parts), quarterly(4 Parts), monthly(12 parts)]
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F Stylework commission percentage : (As per “General Commission Structure” or as mutually agreed upon by the Parties in writing)

9. The Parties hereby agree to the following commission percentages (“General Commission Structure”), unless otherwise agreed upon by the Parties in writing via email.

S.No.	SEATS	Commission Percentage (0-1 Year Lock-In)	Commission Percentage (1-2 YEARS Lock-In)	Commission Percentage (2-3 YEARS Lock-In)
1.	(0-100)	10%	12%	15%
2.	(100-200)	12%	15%	18%

3.	(300+)	15%	18%	20%

10. In reference to above table:

- A. Lock in Period for business generated under Manual Lead, shall be the Lock-In Duration agreed upon by the Parties as per the Closure Email, unless agreed upon by the Parties in writing.**
- B. Seat(s) shall refer to the number of seats a Lead intends to procure at the co-working partner space or the number of seats (cumulatively added) that Stylework has successfully sold for the co-working partner space within a quarter.**
- C. Commission percentage shall refer to the Stylework Commission percentage for a particular Manual Lead accepted by the Partner.**
- D. The Stylework Commission to be paid by the Partner to Stylework shall be included in the Closure Email which shall be calculated as specified below:**
Number of Seats required: 101
Cost of each Seat: INR 5,000/Seat
Lock – In for which the Seat is required: 1 year
Bracket as per General Commission Structure: 12%
Total Monthly Rental: 101 *INR 5,000=INR 5, 05,000
1 Month Commission Part = 12%*INR 5, 05,000= INR 60,600
Total Commission = [“L”] i.e.12*INR60, 600 = INR 7, 27,200 + GST (18%)
- i. If the Lock-In >= 1 Year (12 Months), then [“L”] will be 12.**
- ii. If the Lock-In <1 Year (12 Months) and greater than 0, then [“L”] will be the same as Lock in Period ;**
- iii. In the event the tenure of the Agreement exceeds the Lock-In Period, then for the remaining period of the tenure post the completion of the Lock-In Period until the completion of the tenure of the Agreement the Partner shall pay to Stylework a monthly commission of 10% of the total monthly rental received by client/lead.**

11. Illustrations of General Commission Structure (For understanding)

A. Illustration 1:

A books 143 seats for a lock in period of 2 years. The Stylework Commission Percentage shall be 15%.

B. Illustration 2:

In a particular quarter after collaboration, if total seats sold through bulk manual lead channel reaches 100-200 bracket, then even a particular 50 seat lead of 2 year lock-in will come under 15% commission unless agreed by the Parties in writing.

12. Stylework shall send commission invoice(s) to the Partner (“Invoice 3”), in accordance with Section 8.E., 8.F. (Lead to Lead as per their respective Lead closure emails) and 12.

A. Structure of Commission & Payment: The Partner shall pay to Stylework, Stylework

Commission in accordance with this Section. The Partner may receive a security deposit in relation to the co-working space which the Lead procures from the Partner for the purposes included in the Closure Email (“Security Deposit”).

- B. Security Deposit: The Partner may receive a deposit in pursuance of the business relationship established by the Lead and the Partner towards the co-working space (“Security Deposit”) in full or in parts, prior or post the execution of this Agreement as agreed by the Lead and the Partner. Upon receiving the Security Deposit, in full or in part, the Partner hereby agrees to inform Stylework within a period of twenty-four (24) hours from receiving the Security Deposit, via mail.**
 - C.—Generation of Invoice and Payment Policy in case of Full Payment: If the payment of the Stylework Commission by the Partner is to be made in one part (“Full Payment”) (for any particular lead closed as per its lead closure mail terms) then the invoice in relation to the Full Payment shall be generated by Stylework within seven (7) days of execution of Lead – Partner Agreement as referred in Section 5 above. The Partner shall make the payment to Stylework of the Stylework Commission within a period of 15 days from the date of receiving the Security Deposit.**
 - D. Generation of Invoice and Payment Policy in case of Part Payment: In the event the Partner makes the payment of the Stylework Commission to Stylework on a [quarterly/monthly] basis in relation to any Lead closed as per the Closure Email in [4/12] parts then Stylework shall raise the invoice in relation to the first part payment within a period of 7 days from the execution of Lead - Partner Agreement as referred in Section 5 above .The Partner shall make the payment of the first part to Stylework of the Stylework Commission within a period of 15 days from the date of receiving the Security Deposit. For the remaining subsequent parts, invoices will be raised on a [quarterly/monthly] basis within 7 days from the date of completion of the previous [quarter/monthly] cycle and the commencement of the new [quarter/monthly] rent cycle. Upon receiving the rent for the respective month from the lead, the Partner shall make the payment of the Stylework Commission invoice for each such [quarter/month] to Stylework within a period of [15] days from the date of receiving the rent for the respective [quarter/month].**
- 13. Termination Fees/Penalties:**
- A. Termination by Parties: In the event the either Parties terminate this Agreement, then the Partner shall be liable to pay to Stylework any Commissions agreed upon under this LOI, Emails or any other commission fee letter in writing, in relation to the Services delivered and obligations specified under Closure this LOI. Such Fees shall be charged at regular intervals agreed upon by the Parties.**

B. Responsibility of the Lead and the Partner: Stylework shall not be responsible for any losses, charges for the obligations undertaken by the Lead extended by the Stylework and the Partner. In the event the Lead extended by Stylework terminates the contract with the Partner during the Lock-In Period, then the Partner reserves the right to defend, settle, or take any appropriate action against the Lead on its discretion and costs. The Partner shall be liable to complete all pending payments in relation to the Commissions to Stylework in the manner specified in the Closure Email in the event of termination by the Lead.