



These General Terms and Conditions apply to Office/Co-Working, Virtual Office and Membership agreements for services supplied to you by Absolute Social Club.

1. General Agreement

1.1. Nature of an agreement: At all times, each Absolute Social Club location remains in our possession and control. You accept that an agreement creates no tenancy interest, leasehold estate or other real property interest in your favor with respect to the accommodation. Occupation of the Absolute Social Club premises by you is the commercial equivalent of an agreement for accommodation in Absolute Social Club. Absolute Social Club is giving you the right to share the use of our staff and members and other clients.

1.2. House Rules: The House Rules, which are incorporated into these terms and conditions, are in place and enforced to ensure that all clients have a professional environment to working.

1.3. Availability at the start of an agreement: The start date noted in the agreement is subject to change due to possible unforeseen delays that could affect opening date. If for any reason Absolute Social Club cannot provide the services or accommodation at the location stated in the agreement by the start date, Absolute Social Club shall have no liability to you or your company for any loss or damage and you agree to delay the start date accordingly.

1.4. **AUTOMATIC RENEWAL:** This agreement will renew automatically for the same period as the current term until it is ended by you or Absolute Social Club with proper notice. All agreements will have an end date on the last day of the month. Pricing on the auto-renewed agreement will be reflective of the current deemed market rate. If you do not want to renew your agreement, you can provide a notice, in writing, as described below prior to the conclusion of your notice period. You can renew your agreement prior to your notice period and avoid the market rate auto renewal by providing notice of intent to renew. A signed renewed license is required prior to the conclusion of your notice period. Notice periods are as follows based on license term:

Month-to-Month: No less than 2 months' notice (60 days) from the 1st day of any calendar month with dedicated desk or private office membership

Month-to-Month: 30-day notice on Virtual, Shared Desk and Community Memberships from the 1st day of any calendar month. 6

months: No less than 2 months' notice (60 days) prior to the end of the term.

12+ months: No less than 3 months' notice (90 days) prior to the end of the term.

1.5 Absolute Social Club may elect not to renew agreement. If so, Absolute Social Club will provide you notice via email using the same notice periods noted above.

1.6. In the event that Absolute Social Club is permanently unable to provide the services and accommodation at the premises stated in your agreement, Absolute Social Club will offer you accommodations at one of our other Absolute Social Club locations. In the unlikely event Absolute Social Club is unable to find an alternative accommodation that is acceptable to you, your agreement will terminate and you will only have to pay monthly fees up to that date and for any additional services you have used.

1.7. Terminating an agreement immediately: Absolute Social Club may terminate your agreement immediately by giving you notice if (a) you become insolvent or bankrupt; or (b) you breach one of your obligations which cannot be cured, or which we have given you notice to cure and you have failed to do so within 14 days of that notice; or (c) your conduct, or that of someone at the Absolute Social Club location with your permission or invitation, is incompatible with professional office use and, (i) that conduct continues despite the notice that has been provided, or (ii) that conduct is conducive enough (in Absolute Social Club's reasonable opinion) to warrant immediate termination; or (d) you are in breach of the "Compliance With Law" clause below. (e) You are caught allowing an outside party uses your membership in your name. If Absolute Social Club puts an end to an agreement for any of the reasons referred to in this clause it does not put an end to any of your contractual financial obligations, including, without limitation, for the remainder of contract period would have lasted if Absolute Social Club had not terminated it.

1.8. When an Office agreement ends: When an agreement ends you must vacate your office immediately, leaving it in the same state and condition as it was when you took occupancy of it. Upon your departure of your office or if you choose to move to a different office within the location, we will charge a fixed office restoral fee to cover normal cleaning and restoral fees. This office restoral fee will be charged at \$ 200 per office. In addition, Absolute Social Club reserves the right to charge additional reasonable fees for any additional repairs above and beyond normal wear and tear. If any property is left in your office, we have the right to dispose of this at your cost without any financial responsibility to you for any of its proceeds of sale. If you do not vacate the office space when an agreement has ended, you are solely responsible for any use, loss claim liability. Fees will be calculated by the data rate 15% higher an market rate

2. Use of the Absolute Social Club location:

2.1. Business Operations: You may not operate a business that competes with Absolute Social Club's business. You are only permitted to use the address of this Absolute Social Club location as your registered office address if it is permitted by both law and if Absolute Social Club has given you prior written consent (given the additional administration, there is an additional fee chargeable for this service). You must only use the accommodation for office business purposes. If Absolute Social Club decides that a request for any particular service is



excessive, Absolute Social Club reserves the right to charge an additional fee. In order to ensure that Absolute Social Club provides a great working environment for all, Absolute Social Club asks for you to limit any excessive visits by members of the public.

2.2. Accommodation

2.2.1. Alterations or Damage: As a member, you are liable for any damage caused by you, your company, your employees, or those visiting the Absolute Social Club location with your permission, whether express or implied, including but not limited to all employees, contractors and/or agents.

2.2.2. IT Installations: Absolute Social Club is very proud of our IT infrastructure and its upkeep. Any installation, cabling, IT or telecom connections are prohibited without Absolute Social Club's consent. Absolute Social Club has the right to refuse any of these services at our discretion. In addition, and only after Absolute Social Club provides consent for such installation you must also permit an Absolute Social Club representative to oversee any such installations (for example IT, Telecom, or electrical systems) and to verify that such installations do not interfere with the use of the accommodation by other members, Absolute Social Club or any landlord of the building. Fees for installation and removal will be at the member's cost.

2.2.3. Use of the Accommodation: An agreement will list the office Absolute Social Club has allocated for you and your company's use. You will have a non-exclusive right to the office(s) allocated to you. Occasionally to ensure the efficient running of the Absolute Social Club location, Absolute Social Club may need to allocate different offices to you, but it will be of reasonable equivalent size and Absolute Social Club will notify you with respect to such different accommodation in advance.

2.2.4. Access to the Accommodation: In order to maintain exemplary service, Absolute Social Club may need to enter your office and may do so at any time, including without limitation, in an emergency, for cleaning, mail and/or package delivery, and inspection or in order to resell the space provided you have given notice to terminate. Absolute Social Club shall always do its best to respect any of the reasonable security procedures to protect the confidentiality of your business.

2.2.5. All interior improvements: This will include but not limited to painting, sound proofing, wall murals, etc. Film, stickers, signs, etc. are not permitted on the interior glass, unless otherwise provided by Absolute Social Club".

2.3. Membership:

2.3.1. If you have subscribed to a Desk Membership or other premium agreement you will have access to all Absolute Social Club locations to work within the common areas during standard business working hours with discounted member additional services.

2.3.2. Membership Usage: A Daypass is measured in whole days and unused days cannot be carried over to the following month. A membership is not intended to be our placement for a full-time work space and all workspaces must be clear at the end of each day. You are solely responsible for your belongings at the Absolute Social Club location at all times. Absolute Social Club is not responsible for any property left unattended. Should you choose to use more than your membership entitlement, you will be required to buy additional day passes.

2.3.3. As a member, you may not use any other Absolute Social Club locations as your business address without an accompanying office or virtual office agreement in place with that other location. Any use of the Absolute Social Club address in such a way will result in an automatic enrollment in the Virtual Office product for the same term as your membership and you will be invoiced accordingly.

2.4. Compliance with Law: You must comply with all relevant laws and regulations in the conduct of your business. You must not do anything that may interfere with the use of the Absolute Social Club location by the staff or other members (including but not limited to political campaigning or immoral activity), cause any nuisance or annoyance, or cause loss or damage to Absolute Social Club (including damage to reputation) or to the owner of any interest in the building. If Absolute Social Club is advised by any government authority or other legislative body that it has reasonable suspicion that you are conducting criminal activities from the Absolute Social Club location, or you are or become subject to any government sanctions, then Absolute Social Club shall be entitled to terminate any and all of your agreements with immediate effect. You acknowledge that any breach by you, your company or your employees of this clause shall constitute a material default, entitling Absolute Social Club to terminate your agreement without further notice.

2.5. Data protection: You acknowledge that Absolute Social Club may collect and process personal data from you and your employees as strictly necessary to ensure compliance with applicable laws and regulations and to enable Absolute Social Club effectively to provide services to you. You acknowledge and accept that such personal data may be transferred or made accessible to other entities in the Absolute Social Club group, wherever located, for the purposes of providing the services, in each case in accordance with all applicable data protection legislation.

2.6. Employees: Both Absolute Social Club and you have invested a great deal in the training of our respective employees therefore, neither of us may knowingly solicit or offer employment to the other's staff employed in the Absolute Social Club location (or for 3 months after they have left their employment). To recompense the other for staff training and investment costs, if either of us breaches this clause the breaching party will pay upon demand the other the equivalent of 6 months' salary of any employee concerned as liquidate damages.

2.7. Confidentiality: The terms of an agreement are confidential. Neither of us may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues for a period of 3 years after an agreement ends.



2.8. Assignment: An agreement is personal to you and cannot be transferred to anyone else without prior consent from Absolute Social Club unless such transfer is required by law. However, Absolute Social Club will not unreasonably withhold our consent to assignment to an affiliate provided that you execute our standard form of assignment. Absolute Social Club may transfer any agreement and any and all amounts payable by you under an agreement to any other member of the Absolute Social Club group.

2.9. Applicable law: An agreement is interpreted and enforced in accordance with the law of the place where the Absolute Social Club is located. Absolute Social Club and you both accept the exclusive jurisdiction of the courts of that jurisdiction. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.

3. Liability and Insurance

3.1. Liability: To the maximum extent permitted by applicable law, Absolute Social Club is not liable to you in respect of any loss or damage you suffer in connection with an agreement, including without limitation any loss or damage arising as a result of our failure to provide a service as a result of mechanical breakdown, strike or other event outside of our reasonable control otherwise unless Absolute Social Club has acted maliciously. In no event shall Absolute Social Club be liable for any loss or damage until you provide written notice and give Absolute Social Club a reasonable time to correct the issue. If Absolute Social Club is liable for failing to provide you with any service under an agreement then, subject to the exclusions and limits set out immediately below, Absolute Social Club will pay any actual and the reasonable additional expense you have incurred in obtaining the same or similar service from elsewhere.

3.2. Insurance: It is your responsibility to arrange insurance for property which you bring into the Absolute Social Club location, for any post and packages you send or receive, and for your own liability to your employees and to third parties. Absolute Social Club strongly recommends that you put such in place.

3.3. IT Services and Obligations: Absolute Social Club has security internet protocols in place and strive to provide seamless internet connectivity, however ABSOLUTE SOCIAL CLUB DOES NOT MAKE ANY REPRESENTATION AND CANNOT GUARANTEE ANY MAINTAINED LEVEL OF CONNECTIVITY TO OUR NETWORK OR TO THE INTERNET, NOR THE LEVEL OF SECURITY OF IT INFORMATION AND DATA THAT YOU PLACE ON IT. You should adopt whatever security measures (such as encryption) you believe are appropriate to your business. Your sole and exclusive remedy in relation to issues of reduced connectivity which are within Absolute Social Club reasonable control shall be for us to rectify the issue within a reasonable time following notice from you to Absolute Social Club.

3.4. EXCLUSION OF CONSEQUENTIAL LOSSES: ABSOLUTE SOCIAL CLUB WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY TO YOU FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS OR ANY CONSEQUENTIAL LOSS. ABSOLUTE

3.5. SOCIAL CLUB STRONGLY RECOMMENDS THAT YOU INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY.

3.6. Financial Limitation: In all cases, Absolute Social Club's liability to you is limited, up to a maximum financial liability equal to 125% of the total fees paid by you between the date services under your agreement commenced and the date on which the claim in question arises.

4. Fees

4.1. Service Retainer: Your service retainer will be held by Absolute Social Club without generating interest as security for performance of all of your financial obligations under an agreement. The service retainer or any balance will be returned within 60 days of the termination of your agreement upon the settlement of your account in full. Absolute Social Club will deduct any outstanding fees and other costs due before returning the balance to you. The service retainer will be returned to you via mail to the address on your membership agreement. Your service retainer will be increased if the monthly office or virtual office fee increases upon renewal or as additional or larger offices are added to your agreement. Absolute Social Club reserves the right to increase your service retained at any time during your agreement, if you fail to pay your financial obligation on time.

4.2. Taxes and duty charges: You agree to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which you are required to pay to any governmental authority (and, at our request, you will provide to us evidence of such payment) and (ii) any taxes paid by us to any governmental authority that are attributable to your office, where applicable, including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, stamp tax/duty or other documentary taxes and fees.

4.3. Payment: Absolute Social Club will send all invoices electronically and you will make payments via an automated method such as an American Express Card.

4.4. Late payment: If automated payment owed to Absolute Social Club fails and is not updated within 5 days of the renewal date, a late fee of 15% will be added to your account. If a payment is not received after 15 days, your membership will be automatically terminated, your personal belongings will be cleared from any dedicated spaces and any mail addressed to you and/or your company will be



returned to sender. We would not like for that to happen, so keep us up to date of any changes on your membership and/or of billing information.

4.5. Indexation :If a private office agreement is for term of more than 12months,Absolute Social Club will increase the monthly fee on each anniversary of the start date in line with the relevant inflation index of 3%. All other membership agreements are subject to a price increase at Absolute Social Club's discretion. In the event of a change to agreement, you will be notified at least 60 days prior.

4.6 Standard services: Monthly fees, plus applicable taxes, and any recurring services requested by you shall be payable monthly in advance.

4.7. Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, shall be payable monthly in areas at our standard rates which may change from time to time and are available on request.

4.8. Discounts, Promotions and Offers: If You benefited from a special discount, promotion or offer, Absolute Social Club will discontinue that discount, promotion or offer without notice if you materially breach your agreement.

5.0 Mail

You may receive mail at the Absolute Social Club location with a virtual office, shared desk, dedicated desk, or private office membership. Upon termination of your agreement, all mail services will be terminated as well. We have no obligation to store such mail or packages for more than thirty (30) days after the termination of your membership. If you wish to continue receiving mail at the said Absolute Social Club address, you must enter a continued Virtual Office membership which can be a month to month membership. As Absolute Social Club is an acting CMRA, you do not have the right to change your address at the US Postal Service from the said Absolute Social Club address. You must notify all your clients, potential clients, and vendors of your new address manually .If no such Virtual Office is entered ,all mail will be returned that is received the day after your termination date.

Member Name:

Absolute Social Club Representative Name:

Baqir Bin Nasser

Member Signature

Absolute Social Club Representative Signature

Date:

Date:



HOUSE RULES

Respect: Absolute Social Club members must be highly respectful of their other Absolute Social Member's. We are a professional workspace, where many companies are developing private and secure work. In order to keep the culture trustworthy, we ask that if you see someone's monitor, white/black board drawings, or copies to keep it to yourself, and erase it from your memory. Follow the simple golden rule.

Volume Control: At Absolute Social Club you are welcome to use your phone at your desk, however we have provided with alternative areas for more privacy. These areas include, but no limited to ,the phone booth couches, the outside seating area ,as well as the conference rooms.

Photo ID: A copy of a photo ID is required. We reserve the right to perform a background check on any prospective or existing Member and decline or terminate any membership based on the results of such check. If you intend to have other staff members using the Private Office, please let us know in advance. An Additional Member Agreement may be required to be filled out by each additional and primary member.

Pets: We love our furry friends too, but please keep them at home. Due to allergies and other liability issues, we ask that you do not bring them to Absolute Social Club.

Internet Usage: No spamming, posting, or downloading of any files, software, programs, etc., that you know, or should know are illegal and/or inappropriate. Any use of hacking or misuse of one's computer within Absolute Social Club's workspace will not be tolerated and will be found in termination of membership.

Liability: Every person who uses Absolute Social Club Services and comes on the Absolute Social Club premises is liable for his or her own belongings, actions, and materials, whether a physical product or computer-based software. Should any action cause damage to Absolute Social Club property, those persons will be held liable for the repair? If anything happens such as your computer gets hacked, blog goes down, Wi-Fi goes out, or if someone steals from you, Venture X is not legally responsible for these actions and occurrences .Absolute Social Club does not as summary liability or warranty in the event that any manufacturers 'warranty is void.

Guests: Any guest brought by a member must first sign in at the reception desk. All guests must remain with the member whom they came with. The inviting member will be responsible for all their guest's actions. Guests may stay for a maximum of 2 hours for free; there after they must purchase a day pass for Rupees 500/-. Guests inside a Private Office are not limited to the 2 hours for free.

Un-Ethical Activities: No member is allowed any kind of un-ethical activity within the premises of Absolute Social Club.

Mailing: If you elect to receive mail and packages at one of our locations, please keep in mind that the pickup times are from 8:30 am-5:00 pm Monday-Friday, unless you have 24/7 access to the space. Please note that depending on the package size, it can be stored in our private storage for pick up during normal pick up hours. We agree to hold your package for up to 3 business days after receipt at no charge, however after the 3rd day there will be a \$ 5.00 per package per day continued storage fee. We have no obligation to store such mail or packages for more than thirty (30) days of our receipt to if were mail or packages after you terminate your Membership.

Access card and Keys: Do not reveal your account password or transfer your keycard or other access device or credentials to anyone else (or let them use your account). Do not make any copies of any keys, keycards, or other means of entry to our Premises (each, an "Access Device"). You are responsible for maintaining the confidentiality of your password and security of your Access Device.

Absolute Social Club Name: Absolute Social Club owns a license with rights to use its name, logo, slogan, and all other property relating to Absolute Social Club. The use of this name and property of Absolute Social Club without permission will result in legal actions taken by Absolute Social Club.

Other Members: We do not control and are not responsible for the actions of other members. If a dispute arises between members or their invitees or guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party.

Holiday Closings: Regular business hours are 9am to 5pm – Monday through Friday with exception to certain holidays. Members will be notified of closings prior to that day(s). 24/7 Key Holders will continue to have access to the space.

Member Signature