

COSMOS WORKSPACES

Tenancy Agreement

Effective Date: _____, 202__

Your Membership (the "Membership"), use of our Office Space (the "Office Space"), and provision of services highlighted on our Website (the "Membership Services"), provided by Cosmos Workspaces (Pvt) Ltd (hereinafter referred to as "Provider"), are subject to this Office Space Agreement (hereinafter the "Agreement"), all parts and sub-parts of which are specifically incorporated by reference here.

This Agreement forms a legally binding agreement between you, the Member, and us, the Provider, and governs your access to and use of the office space, and the membership services.

BY ACCESSING OR USING ANY OF THE MEMBERSHIP SERVICES AND BY SIGNING THIS AGREEMENT YOU AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT AND ANY AMENDMENTS THERETO. READ THIS AGREEMENT CAREFULLY BEFORE USING ANY OF THE MEMBERSHIP SERVICES, ESPECIALLY SINCE THIS AGREEMENT MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF ANY OF THE MEMBERSHIP SERVICES.

MEMBER INFORMATION:

Member Legal Name:

Member Address:

Member Email:

Member Phone Number:

Article 1 - DEFINITIONS:

The parties referred to in this Agreement shall be defined as follows:

a) provider, we, us: we are the organization providing use of the office space to you, as well as your membership. We may offer additional membership services to you depending on where you are located. We'll be referred to as provider, we, or us. If we use pronouns to describe ourselves, they will include our and ours, as well as other first-person pronouns. These terms will apply to us as well as all of our employees.

B) you, the client, the member: you are the client utilizing the above-mentioned membership services. You'll be referred to as you, the client, or the member. If we use pronouns to refer to you, we'll use your and yours.

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c) Parties: collectively, the parties to this agreement (us and you) will be referred to as parties.

D) Office Space: the office space is the communal working space we make available, located at the following address:

No. 92,
Capital Trust Tower Three,
Glennie Street,
Colombo 02,
Sri Lanka.

Article 2 - MEMBERSHIP SERVICES:

The membership services will generally refer to the following services we offer:

- Access to the office space. The office space is available on the following days and times:

We are accessible 24 hours a day yet those using the office exceeding the normal operating hours (8.30 am to 5.30 pm) are subjected to additional fees.

- Maintenance and upkeep of the office space.
- Use of certain equipment, workstations, furnishings, or office supplies in the office space, as will be described to you upon your first visit.
- Use of basic amenities at office space, such as air conditioning, electricity, printing, telephone, and internet (please note: those exceeding the normal office hours (8.30 am to 5.30 pm) are subject to additional fees).
- The ability to sign up for additional services highlighted in the website.
- Use of internet services.

You may also be able to use the office space as follows:

- As a business address.
- To receive mail.
- To receive calls, as an answering service.
- To rent conference rooms, subject to additional fees.
- To rent a private office, subject to additional fees.

The membership services may vary and certain membership services may be subject to additional fees. Certain membership services may also be subject to additional legal terms and conditions, which will be provided to you when you decide to use that membership service.

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Article 3 - BUSINESS ADDRESS USAGE:

You may use the office space as a business address on your business cards, marketing materials, website, and other business documents. You acknowledge and agree that you do not maintain any real property interest or tenancy in the office space.

Article 4 - MAIL HANDLING:

You may be able to receive mail at the office space. You authorize us to act as an agent on your behalf to receive mail.

You may have the option to forward or scan mail. You may need to pay for the cost of forwarding or scanning, including additional supplies, postage, or other miscellaneous expenses.

We are not responsible for any non-delivery or delay of your mail.

We will only accept mail in your name or your company. You are responsible for ensuring that all mail complies with Sri Lanka's Regulations Governing Posting.

Article 5 - CALL ANSWERING:

We will make a call answering service available as part of your Membership Services. This may be subjected to an additional fee. We only will answer calls during our normal business hours (8.30 am to 5.30 pm).

You may be able to access a personalized number for your business use. You will have access to a voicemail box to retrieve messages. You may have the option to have calls forwarded, only within Sri Lanka.

You acknowledge and agree that you do not own any phone numbers used through our services.

Article 6 - CONFERENCE ROOM RENTALS:

Conference room rentals will be subject to additional fees, which you will be informed of at the time of the rental. Scheduling for rentals is on a first-come, first-served basis. You agree to use the conference room exclusively for legitimate business purposes.

You acknowledge and agree that you are responsible for your guests, including ensuring that your guests act in a professional manner. If your guests act in a way which is not in accordance with this agreement or any posted rules and regulations, we may terminate this agreement immediately.

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Article 7 - PRIVATE OFFICE RENTAL:

Private office rentals will be subject to additional fees, which you will be informed of at the time of the rental. Scheduling for rentals is on a first-come, first-served basis. You agree to use the private office exclusively for legitimate business purposes. Additional rules and regulations may apply to the usage of private offices.

Article 8 - DAMAGES:

If you or any of your guests damage any property at the office space, you will be held liable, including charges incurred to repair or replace property or items.

Article 9 - STORAGE:

We are not liable for any loss of or damage to items left at the office space. You waive any claims you may have regarding any personal items.

Article 10 - THIRD-PARTY ACTIONS:

Please be advised that we are not responsible for the actions of other members or their guests. We assume no responsibility or obligation regarding any disputes which may take place between our members or guests.

Article 11 - NO EXPECTATION OF PRIVACY:

You acknowledge and agree that you may not have any expectation of privacy when you are using the internet and telecommunications systems at our office space. We may monitor your activities to keep our networks and spaces safe.

Article 12 - AMENDMENTS:

We may, from time to time and at any time without notice to you, modify this agreement. You agree that we have the right to do so, including revising anything contained herein. All modifications to this agreement are in full force and take effect immediately upon posting on the website. All modifications or variations will replace any prior version of this agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this agreement.

To the extent any part or sub-part of this agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this agreement shall be considered enforceable and valid to the fullest extent.

You agree to routinely monitor this agreement on the website to note modifications or variations. We might also change the scope of the membership services. If we do so, and you are unhappy with the new offerings, please feel free to contact us.

Article 13 - AGE RESTRICTIONS:

You must be at least 18 (eighteen) years of age to sign up for a membership. We assume no responsibility or liability for any misrepresentation of your age.

When you sign up for a membership, you may be asked to provide government-issued identification to verify your age.

Article 14 - CREDENTIALS:

As part of your membership services, you may be required to set up specific access information for the office space, such as a username and password. You may also receive an access device, like an electronic access pass or fingerprint system. You are responsible for ensuring the safety and security of your access information or device. You must not share the access information or device with any third party. If you discover that the access information or device has been compromised, you agree that you will notify us immediately.

Article 15 - AUTHORIZED USERS:

A company may become a member and have authorized users. If you are a company member, you must inform us of the name of your company as well as the authorized users of the membership services. We are not responsible for any unauthorized access to your company account.

Article 16 - FEES:

As a member, you will be paying monthly installments of LKR XXXXX per Regular Seat (Sri Lankan Rupees XXXXX Only) and LKR XXXX per Executive Seat (Sri Lankan Rupees XXXXX Only). The total fee for the Room XXXXX is LKR XXXXX (Sri Lankan Rupees XXXXXX XXXX Only) ("Fees").

The fees shall be payable in advance on the 1st (first) of each month. Or if you wish a lump sum may be given.

Fees shall be made via the following methods:

Cash, Cheques, Bank Draft, Bank Transfer

We will be available at the following address:

No. 92,
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Colombo 02,
Sri Lanka.

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The first full Fee under this Agreement shall be due on _____, 202__.
No holidays, special events, or weekends will excuse your obligation to pay timely Fees as described by this Agreement.

The following additional fees may apply:

Parking fee of LKR 6,000 (Sri Lankan Rupees Six Thousand Only) per slot.

Electricity surcharge (if normal office hours (8.30 am to 5.30 pm) are exceeded).

If you are late with Fees, the following late fee shall apply; a 25% surcharge of the total fee.

Article 17 - SECURITY DEPOSIT:

At the time of the signing of this Agreement, you will pay, in trust, a security deposit of **LKR XXXX** (Sri Lankan Rupees **XXXXX** Only) to be held for any unpaid Fees, upon the expiration or termination of this Agreement or in case of your default.

Article 18 - ACCEPTABLE USE:

You may be provided an additional list of rules upon your registration. If so, the rules you are provided as well as the rules below apply to your membership.

You are not to damage the business reputation or physical property of the provider. You may not act in any way which presents danger or disruption to other members, guests, employees, agents, or animals at the office space.

You will not harass, abuse, or threaten others, or otherwise violate any person's legal rights.

You will not violate any intellectual property rights of the provider or any third party.

You will not use the office space to run any public-facing business where members of the public are expected to come to you. You will not use the office space to upload or otherwise disseminate any computer viruses or other software that may damage the property of another.

You will not use the office space to perpetrate any fraud.

You will not publish or distribute any obscene or defamatory material or any material that incites violence, hate, or discrimination towards any group at the office space.

You will not unlawfully gather information about others, including photographing or videotaping others without their consent.

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Article 19 - INTELLECTUAL PROPERTY:

You agree that all of our copyrights, trademarks, trade secrets, patents, and other intellectual property belong solely and exclusively to us ("Company IP"). You agree that we own all right, title and interest in and to the Company IP and that you will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from us.

Article 20 - TERM:

The term of this Agreement ("term") shall begin from the Effective Date and run for a period of one month to one year based on our discussions.

The Term will automatically renew for the same time period unless terminated by either of the Parties as described in the Article describing Termination.

Article 21 - TERMINATION:

At least 30 (thirty) days before the expiration of the term, either party may terminate by sending written notice to the other party.

This agreement may also be terminated if:

- A) the other party commits a material breach of any term of this agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
- B) the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;
- C) the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.
- D) the member will have to forgo one month's rent as a penalty. In the event that the member has paid multiple months upfront, the member is eligible to claim reimbursement for the remaining time after the contract is terminated, except one month penalty.

If the agreement is terminated, you agree to pay us all fees incurred prior to the date of termination, regardless of which party terminated or why. You are only excused from paying fees if we cease service.

Any termination under this subpart shall not affect the accrued rights or liabilities of either party under this agreement or at law and shall be without prejudice to any rights or remedies either party may be entitled to. Any provision or subpart of this agreement that is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 22 - INDEMNIFICATION:

You agree to defend and indemnify us and any of our affiliates (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Office Space or Membership Services, your breach of this Agreement, or your conduct or actions. You agree that we shall be able to select our own legal counsel and may participate in our own defense, if so desired.

Article 23 - LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either party's negligence, either party's liability in contract, tort or otherwise arising through or in connection with this agreement or through or in connection with the completion of obligations under this agreement shall be limited to fees paid by you to us.

To the extent it is lawful, neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Article 24 - SEVERABILITY:

If any part or subpart of this agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and subparts will be enforced to the maximum extent possible. In such a condition, the remainder of this agreement shall continue in full force.

Article 25 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the district noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such an arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Sri Lanka's Arbitration Act No.11 of 1995. Each party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by us will not be subject to arbitration and may, as an exception to this subpart, be litigated. The Parties, in agreement with this subpart of this Agreement, waive any rights they may have to a jury trial regarding arbitral claims.

Article 26 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Sri Lanka without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the court complexes located in Colombo, Sri Lanka.

Article 27 - HEADINGS:

Headings to this agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this agreement.

Article 28 - ASSIGNMENT:

This agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by us, our rights and liabilities will bind and inure to any assignees, administrators, successors, and executors.

Article 29 - NO WAIVER:

In the event that we fail to enforce any provision of this agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this agreement will not constitute a waiver of any other part or sub-part.

Article 30 - NO AGENCY, PARTNERSHIP OR JOINT VENTURE:

No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

Article 31 - FORCE MAJEURE:

We are not liable for any failure to perform due to causes beyond our reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

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Article 32 - ELECTRONIC COMMUNICATIONS PERMITTED:

Electronic communications are permitted to both Parties under this Agreement, including email or fax. For any questions or concerns, please email us at the following address: info@cosmosworkspaces.com

EXECUTION:

Member: _____

Signature: _____

Common Seal of the company: _____

Provider: Cosmos Workspaces (Pvt) Ltd.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Witnesses:

01.

Name: _____ NIC No: _____

Signature: _____

02.

Name: _____ NIC No: _____

Signature: _____