

SERVICE AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made on the Effective Date (the date on which both parties sign this Agreement) by and between:

Letswork LLC, a limited liability company with trade license number 833538 and having its address at P.O. Box 9440, Dubai, United Arab Emirates ("**Letswork**");

and

the **Service Provider** (defined below).

<u>Service Provider Information:</u>	
Company Name (the “ Service Provider ”):	
Company License Number:	
Contact Person:	
Phone Number:	
Email:	
Registered Address:	
Service Provider Bank Details:	

<u>Services:</u>	
Branch Details (Please list all branches you would like to enlist on Letswork)	

Number of reserved seats for Members at each Branch:	
Coffee:	
Tea:	
Water:	
Parking:	
WiFi:	Complimentary, Secure

<u>Check-In Fee Calculation:</u>	
Monthly Coworking Price (please state currency):	
Daily Coworking Price (please state currency):	
Check-in Fee:	Monthly Coworking Price ÷ 30

In consideration of the mutual covenants and conditions set forth herein in and Schedule 1, all of which are incorporated herein by reference, Letswork and the Service Provider (each a **"Party"**, or collectively, the **"Parties"**) agree to perform the obligations set forth herein.

LETSWORK LLC	THE SERVICE PROVIDER
 SIGNED BY: Hamza Khan Title: Director	 SIGNED BY: Title:
Date:	Date:

SCHEDULE 1

LETSWORK TERMS AND CONDITIONS

1. PREAMBLE

- (a) Letswork owns and operates a website (www.letswork.io) and mobile application (the “**Platform**”) under the brand “*Letswork*”.
- (b) The Service Provider (defined above) is or operates (a) well-established business centre(s).
- (c) Members of the public create an account on Letswork (the “**Members**”) and purchase a Letswork membership (the “**Membership**”) to access and work from certain venues via the Platform.
- (d) The Service Provider intends to enlist the branches it operates (the “**Branch**”) on the Platform for Members to access and work from.
- (e) For every visit by a Member to a Branch using their Membership, Letswork will pay a Check-In Fee (defined above) to the Service Provider.
- (f) Letswork is willing to engage the Service Provider to provide the Services (defined above) as per the terms and conditions of this Agreement, and the Service Provider has accepted said engagement.

2. PARTIES’ OBLIGATIONS

2.1 Service Provider’s Obligations

- (a) The Service Provider shall provide the Services to Members at the Branch from the Effective Date (or any other date as mutually agreed by the Parties).
- (b) The Service Provider shall carry out the Services with all due professionalism, skill, care and diligence to the full satisfaction of Letswork.
- (c) The Service Provider must at its own responsibility and expense provide the location, all materials, apparatus,

and tools necessary to perform the Services (including power outlets, internet connection and other services) unless otherwise agreed in writing by the Parties.

- (d) The Service Provider shall ensure that each Member checks in and checks out on the Platform during each visit to the Branch in order to be paid a Check-In Fee.
- (e) While performing the Services, the Service Provider should comply at all times with all relevant laws and regulations of the country in which the Branch is located.
- (f) The Service Provider shall comply with the directions of Letswork pertaining to the method of handling the Members and in any case, deal with the Members as though they are the Service Provider’s own paying customers.

2.2 Letswork’s Obligations

- (a) Letswork shall list the Branch on its Platform.
- (b) In accordance with clause 6, for each visit by a Member to a Branch using their Membership on the Platform, Letswork shall pay the Service Provider the Check-In Fee as consideration for all of the Services rendered by the Service Provider.

3. MARKETING MATERIAL

- (a) Each Party agrees to provide, upon reasonable request, its marketing communications materials (included, but not limited to, photos, videos and text) (the “**Marketing Materials**”) related to its services or products to the other Party.
- (b) Each Party grants the other Party permission to use the other Party’s name and logo in the other Party’s

Marketing Materials. Such permission may be rescinded at any time by the Party who owns the Marketing Materials.

- (c) Each Party grants the other Party the non-exclusive, non-transferable right to use the other Party's Marketing Materials in their original form as well as the right to create customized versions of the other Party's Marketing Materials for use in such Party's marketing efforts with the other Party's prior written consent.

4. CONFIDENTIALITY

- (a) The Service Provider shall not at any time during the term of this Agreement (except in the course of his/her duties) and at any time following its expiry or termination disclose or make use of his/her knowledge of any confidential information (including, but not limited to, the details of this Agreement and the Service Provider's relationship with Letswork) of Letswork and any company which is a parent, subsidiary, associated or affiliated of Letswork or the Letswork sister companies or any of their business (the "**Confidential Information**"). The Service Provider agrees and acknowledges that all Confidential Information shall be and remain the sole and exclusive property of Letswork.

5. TERM AND TERMINATION

- (a) This Agreement shall have an initial term of one (1) year from the Effective Date and will renew automatically unless terminated by either Party in accordance with clause 5 of this Agreement.
- (b) Either Party may terminate this Agreement at any time at its sole discretion by giving thirty (30) days' notice to the other Party for convenience with no compensation

whatsoever to be due to the Service Provider and without the need for any further notice, legal proceedings or court judgment.

- (c) Letswork shall have the right, upon receiving the notice of termination or issuing it, to remove the Service Provider's Branch from the Platform and restrict Member access to the Branch.
- (d) Any termination shall be without prejudice to any rights or obligations which may have accrued due between the Parties prior to such termination. It is understood that no termination of any kind shall entitle the Service Provider to any claim for loss of profit, overhead and/or consequential loss.

6. PAYMENT

- (a) On or before the 15th day of each month after the Effective Date, Letswork shall provide to the Service Provider a report of all check-ins by Members at the Branch with notice of any Check-In Fee earned by the Service Provider during the preceding calendar month on the basis of the above amount.
- (b) Within ten (10) business days of receiving such notice, the Service Provider shall issue a valid tax invoice (the "**Valid Tax Invoice**") to Letswork confirming the Fee.
- (c) Letswork shall pay to the Service Provider the Fee together with any VAT (as defined below) that is properly due within ten (10) business days of receipt of a Valid Tax Invoice.
- (d) The parties agree that any amount referred to in this Agreement is exclusive of any taxes (including Value Added Tax ("**VAT**") imposed by the VAT Law and Regulations), unless indicated otherwise. VAT Law and Regulations means the UAE Federal Decree-Law No. (8) of 2017 and its executive regulations as amended or

supplemented from time to time and any replacement thereto.

- (e) The Fee shall be paid to the Service Provider via bank transfer to the Service Provider Bank Details (defined above) or as mutually agreed between the Parties.

7. GDPR AND DATA PROTECTION

- (a) The Service Provider is, and at all prior times was, in material compliance with the applicable data privacy laws and regulations in force in the United Arab Emirates ("**UAE**") including Federal Decree by Law No. (45) of 2021 Concerning the Protection of Personal Data ("**UAE DP Law**") (collectively, the "**Privacy Laws**"). To ensure compliance with the Privacy Laws, the Venue has in place, complies with, and takes appropriate steps reasonably designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and security and the collection, storage, use, disclosure, handling, and analysis of Personal Data (as defined in clause 7 (b)) (the "**Policies**"). The Venue has at all times made all disclosures to users or customers required by applicable laws and regulatory rules or requirements, and none of such disclosures made or contained in any Policy have, to the knowledge of the Venue, been inaccurate or in violation of any applicable laws and regulatory rules or requirements in any material respect. The Venue further certifies that it: (i) has not received notice of any actual or potential liability under or relating to, or actual or potential violation of, any of the Privacy Laws, and has no knowledge of any event or condition that would reasonably be expected to result in any such notice; (ii) is not currently conducting or

paying for, in whole or in part, any investigation, remediation, or other corrective action pursuant to any Privacy Law; or (iii) is not a party to any order, decree, or agreement that imposes any obligation or liability under any Privacy Law.

- (b) The Parties acknowledge and agree, and hereby expressly consent, as follows: (i) in the performance of this Agreement, and the delivery of any documentation hereunder, Personal Data may be generated, by one Party to the other Party, and may be incorporated into files processed by either Party or by the Affiliates of either Party; (ii) Personal Data will be stored as long as such data is necessary for the purpose for which it is processed, as well as for maintaining historical records; (iii) it represents and warrants that it has all legal right and authority to disclose any Personal Data of any party not a Party to this Agreement ("**Third Party**") it discloses to the other Party, and that it has obtained the necessary consents from the relevant Third Party data subjects to so disclose such Personal Data; (iv) it has been informed of the existence of its right to request access to, removal of or restriction on the processing of its Personal Data, as well as to withdraw consent at any time; and (v) it acknowledges its right to file a complaint with the data privacy supervisory authority in the UAE. As used herein, "**Personal Data**" shall be as defined in Article 1 of the UAE DP Law "Any data related to a specific natural person or related to a natural person that can be identified directly or indirectly by linking the data, through the use of identification elements such as his/her name, voice, image, identification number, his/her electronic identifier, his/her

geographical location, or by one or more physical, physiological, economic, cultural or social characteristics. It includes Sensitive Personal Data and Biometric Data”.

8. MISCELLANEOUS

(a) The Service Provider warrants, represents and undertakes that:

- they are capable of entering into this Agreement and providing the Services with all necessary professional skills, approvals, competencies and experience required by Letswork;
- this Agreement signed by an authorized representative of the Service Provider; and
- it shall inform Letswork in writing immediately of any change that could affect this Agreement;
- all information provided by the Service Provider and set out in this Agreement is accurate, complete and correct, including, but not limited to, the Services it shall offer Members
- it has obtained (and shall obtain and maintain throughout the term of this Agreement) all necessary licenses, consents and permissions relevant to this Agreement; and
- during the term of this Agreement it shall not provide the Services to any individuals other than a valid active Member who has checked-in on the Platform (or its own direct members).

(b) The Service Provider is and shall remain an independent contractor. Nothing in this Agreement shall imply any partnership, joint venture, employment or agency relationship between the Parties.

(c) Each party shall keep the other party (including without limitation its subsidiaries and affiliates, their

respective directors, shareholders, Providers, contractors, servants, agents and employees) (together the “**Indemnified Persons**”) harmless and fully indemnified against any and all losses, liabilities, costs, claims, actions, damages and expenses incurred or suffered by Letswork and/or any of the Indemnified Persons in connection with or in relation to the carrying out of the Services by the Service Provider.

(d) During the term of this Agreement and for a period of six (6) months following the termination of this Agreement, neither the Service Provider nor its affiliates shall implement its own or a third-party’s concept at the Branch that directly or indirectly competes with the business of Letswork (other than its own regular membership program).

(e) The Service Provider shall not be entitled to assign, subcontract or transfer any or all of their rights and/or obligations under this Agreement to any person whomsoever.

(f) No failure to exercise and no delay by Letswork in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

(g) Neither party shall not be liable, whether directly or indirectly, for (i) loss of actual or anticipated profits; (ii) loss of goodwill; (iii) loss of data and/or the costs of restoration of data; or (iv) any indirect loss. Each party’s total liability under this Agreement, howsoever arising, shall in no circumstances exceed USD 100.

(h) If any sum is due to Letswork from the Service Provider, then Letswork shall be entitled to exercise the right to set-off such sum against any payment due to the Service Provider from Letswork.

(i) Any notice or other communication in connection with this Agreement shall

be given via email to the parties hereto as follows: (a) if to Letswork, to team@Letswork.io, to the attention of Hamza Khan; or (b) if to the Service Provider, to the Service Provider contact details provided in the Agreement (the “**Service Provider Information**”).

- (j) All intellectual property or proprietary rights and information supplied or developed by Letswork shall be and remain the sole and exclusive property of Letswork. All intellectual property or proprietary rights and information discovered or created by the Service Provider in the course of performing the Services shall be the sole and exclusive property of Letswork without any compensation whatsoever to the Service Provider.
- (k) In case this Agreement is in electronic form, the parties agree that using an electronic signature shall be treated with the same legal force and effect as a signature written by hand and will not be denied legal validity solely due to the fact that the signature is in electronic form.
- (l) Should any part of this Agreement be rendered or declared invalid by a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof which shall remain in full force and effect.
- (m) No amendment to this Agreement shall be effective unless made in writing and executed by both Parties or as mutually agreed between the parties otherwise.
- (n) This Agreement shall be governed and construed in accordance with the laws of the Emirate of Dubai and the Federal laws of the United Arab Emirates. Any dispute or difference arising out of or in connection with this Agreement shall be settled by Dubai Courts.
- (o) The Effective Date of this Agreement shall be the date that the last of Letswork or the Service Provider signs this Agreement or otherwise indicates in writing.