

RESTATED INTER-COMPANY AGREEMENT

This restated agreement (the “**Agreement**”) is made on 22nd October 2024 _____ (“**Execution Date**”) and shall be in effect from 1st April 2024 (“**Effective Date**”)

BY AND BETWEEN

URBANCLAP TECHNOLOGIES INDIA PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at Unit No. 08, Ground Floor, Rectangle 1, D4, Saket District Centre, South Delhi, New Delhi, Delhi, India, 110017 and corporate office at 7th Floor, Plot no. 183, Goworks Towers, Udyog Vihar Phase 2, Sector 20, Gurugram, India 122016 bearing Corporate Identity Number (CIN)-U74140DL2014PTC274413 (hereinafter referred to as “**Urban Company**”)

AND

URBANCLAP TECHNOLOGIES DMCC, a private company incorporated under the laws of UAE, having its registered office at Unit 1306, Jumeriah Bay 2, Jumeirah Lakes Tower, Plot No: JLT-PH2-X2A, Dubai, Dubai, United Arab Emirates bearing Tax Registration Number (VAT) - 100508467600003 (hereinafter referred to as “**UC DMCC**”).

Urban Company and UC DMCC shall individually be referred to as “**Party**” and collectively as “**Parties**” wherever the context so permits.

WHEREAS

1. Urban Company is the legal owner of UrbanClap trademark/ trade name and technology platform including website and mobile application and wishes to license the right to use of such trademark/ trade name, domain name and right to use of technology platform (hereinafter referred to as “**IPs**”) and wishes to provide administrative support services (hereinafter referred to as “**Services**”) to UC DMCC.
2. UC DMCC desires to receive license of the IPs along with Services from Urban Company and Urban Company is willing to grant such a license to IPs and provide Services.
3. Based on the representations made, the Parties desire to enter into this Agreement for the purpose of providing mutually beneficial services and products.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the Parties, hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Urban Company and UC DMCC, intending to be legally bound hereby, agree as follows:

1. SUBJECT OF AGREEMENT

Subject to the terms of this Agreement, (i) Urban Company hereby grants to UC DMCC a non-exclusive license to use the IPs for its business as further set out in Clause 2; and (ii) Urban Company shall provide Services as set out in Clause 3 to UC DMCC.

2. IPs

For the purposes of this Agreement, the term IPs shall include the following:

- a. Right to use Urban Company's IPs. The details of the IPs are provided in Annexure A to this Agreement;
- b. Right to use the technology platform, including website and mobile application;
- c. The IPs shall remain in the sole ownership of Urban Company either by direct ownership or the exclusive right to use the IPs, throughout the term of this Agreement.

3. SERVICES

For the purposes of this Agreement, Urban Company agrees to provide certain Services to UC DMCC which will include, but are not limited to:

- a. Human resource support services;
- b. Marketing support services;
- c. Finance and Legal support services;
- d. Customer support services;

Nature and detailed description of the Services are provided in Annexure B to this Agreement.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

- a. UC DMCC must not use the IPs for any purpose other than to carry on its business within DMCC. UC DMCC may not transfer the rights under this Agreement by any means, including sublicensing, to another entity unless such transfer is expressly approved by Urban Company prior to its completion.
- b. UC DMCC undertakes, in its use of the IPs, to maintain the professional reputation of Urban Company, to maintain its good name and not to damage or harm such reputation. If Urban Company believes that UC DMCC by any act or omission has harmed, or is likely to harm, the IPs then such act or omission shall be deemed a material breach and Urban Company may terminate this Agreement in accordance with Clause 6, in addition to any other remedies it may exercise as permitted under law.
- c. UC DMCC is prohibited from applying to register in its own name the trademark and trade name or logo or intangible property that is owned by Urban Company or where it has the exclusive right to use such intangible property, unless prior permission is provided by Urban Company.

5. FEES

- a. In consideration of receipt of satisfactory services and/or fulfillment of the respective Party's obligations under this Agreement, the availing Party undertakes to pay the supplying Party such fees as may be agreed between them from time to time.

- b. In consideration for the provision of the right to use IPs specified in this Agreement, UC DMCC shall pay to Urban Company an annual license fee of 5 % of its total revenues recorded in its books of account prepared in accordance with the applicable accounting regulations.
- c. The Parties agree that UC DMCC shall pay Urban Company a service fee equivalent to the direct and indirect cost of such Services plus an arms-length mark-up as mentioned under Annexure B for such services. This mark up will be agreed upon time to time and will be dependent on arm's length price.
- d. The Parties agree that UC DMCC shall also pay Urban Company, such other support services (bandwidth and hosting charges, software expenses and overheads, etc) equivalent to any other indirect costs incurred by Urban Company pertaining to UC DMCC, including but not limited, on actuals.
- e. All payments under this Agreement from UC DMCC are exclusive of indirect taxes and it is the responsibility of Urban Company to collect the appropriate indirect taxes applicable in India from UC DMCC. Indirect taxes include, but are not limited to GST, Indian GST and Business Tax. Further, UC shall not be responsible for collection and payment of any taxes applicable (if any) in DMCC.
- f. Urban Company shall raise invoices on UC DMCC on half-yearly basis for the IPs and Services provided under this Agreement. Payments for the said invoices shall be made in United Arab Emirates Dirhams ("AED").
- g. All payments under this Agreement shall be due within sixty (60) days of the date of invoice and may be made by cheque or wire transfer.
- h. All payments made under this Agreement shall be in accordance with the applicable laws, including but not limited to the rules and regulations framed under the Foreign Exchange Management Act, 1999 ("FEMA") and the notifications and circulars issued by the Reserve Bank of India from time to time under FEMA.

6. TERM AND TERMINATION

- a. This Agreement shall become valid and binding on both Parties from the effective date and shall be valid for three (3) years from the effective date and thereafter be reviewed every three (3) years.
- b. Either Party may terminate this Agreement at any time, without cause and without liability for any termination indemnity claim, upon serving 30 days' prior notice to the other Party. In addition, either Party may terminate the Agreement without giving prior notice if the other Party fails to keep or perform any material covenant, agreement, term or provision of this Agreement and such failure shall continue for a period of thirty (30) days after receipt of notice of such default from other Party save that where such breach is incapable of remedy then the Agreement may be terminated forthwith.

- c. Upon termination of this Agreement, license granted to UC DMCC for the IPs, and Services provided to UC DMCC, shall cease and UC DMCC shall cease using the IP and availing the Services within such period as may be agreed between the Parties.

7. CONFIDENTIALITY

- a. Either Party shall not share any Confidential Information to any person outside its organization and shall only disclose the same to persons within its organization on a need-to-know basis. For the purpose of this Agreement, Confidential Information shall mean any and all information which one Party may have or acquired (whether before or after the date of this Agreement) from the other Party as a consequence of the execution and performance of this Agreement including, without limitation, any information provided pursuant to any of the provisions of this Agreement (“**Confidential Information**”).
- b. Parties shall not disclose the terms and conditions of this Agreement to any third Party, except by agreement of the other Party or if required by law.
- c. For the purposes of this Agreement, the following information shall not be considered as Confidential Information:
 - i. That is publicly available through no breach of this Agreement by either Party; or
 - ii. That is independently developed or was previously known by either Party; or
 - iii. That is rightfully acquired by either Party from a third party not under an obligation of confidentiality; or
 - iv. That is otherwise identified as not being Confidential Information under this Agreement; or
 - v. That is requested by any court of competent jurisdiction under any summons or show cause notice.
- d. The confidentiality obligations herein shall survive the termination of this Agreement.

8. IPR

The Parties agree that all right, title, and interest in and to any Intellectual Property Rights authored, created, developed, or conceived by Urban Company in connection with its license of IPs or provision of ancillary services thereunder to UC DMCC shall belong to, and be owned exclusively by Urban Company.

If UC DMCC discovers that a third party is infringing any of the elements of the IPs in DMCC, then it must notify Urban Company of the same and shall provide Urban Company with all reasonable assistance that Urban Company may request in respect of such infringement. All the costs incurred in protecting the IPs shall be borne by Urban Company.

9. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that -

- a. it is duly incorporated and is a validly existing corporation and is qualified to do business under the laws of its respective jurisdiction;
- b. the execution and delivery of this Agreement is within the corporate power and authority and has been duly authorized by proper proceedings of each Party and shall not contravene any provision of law or regulation, certificate of incorporation or by-law, or any agreement or instrument binding upon any Party hereto; and
- c. assuming due authorization and delivery of the respective Parties hereto, this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its respective terms.

10. WAIVER, AMENDMENT AND MODIFICATION

- a. No waiver of any term or condition is valid unless it is in writing and signed by the Parties, and performance of any term or condition or instruction, or to exercise any right or privilege included in the Agreement, shall not constitute a waiver of the same and should not thereafter waive any such term or condition or instruction and/or any right or privilege.
- b. No waiver of any breach of any term of this Agreement constitutes waiver of a subsequent breach.
- c. Any amendment or modification to this Agreement shall not be effective unless in writing and signed by the Party against whom enforcement is sought.

11. FORCE MAJEURE

Neither Party shall be liable for any default due to, or caused by force majeure. Force majeure shall include any act of God, national emergency, outbreak of disease, floods, water-leakage, war, strike, lock-out, industrial action, fire, loss, theft, confiscation or seizure of delivery equipment rendering impossible the performance of either Party of its obligations under this Agreement. All obligations of the Parties under this Agreement shall be suspended during the continuance of such force majeure event.

12. GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION

This Agreement is governed by the laws of India, excluding its conflicts of law rules. All disputes and differences arising out of or in connection with this Agreement, if not resolved within 15 (fifteen) days through discussion between the Parties, shall be referred to the arbitration of a sole arbitrator appointed mutually between the Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings shall be conducted in English and the venue of the arbitration shall be New Delhi. Both Parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the sole arbitrator. Subject to the arbitration provisions set out herein, all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts situated at New Delhi.




13. INDEPENDENCE OF PARTIES

- a. Notwithstanding anything herein to the contrary, the Parties hereby acknowledge and agree that it is their intention and understanding that the license of IPs or provision of the Services provided under this Agreement do not in any way constitute or imply the formation of a joint venture or partnership between Urban Company and UC DMCC.
- b. The relationship between Parties shall be of a principal to a principal, with each Party independently responsible for fulfilment of its obligations / responsibilities under the Agreement. Nothing contained in the Agreement shall be construed to create a relationship of agency between the Parties and / or employees of one Party and the other Party. Both Parties shall act as independent service providers.
- c. Neither Party has the power to direct or control the daily activities of the other Party.
- d. This Agreement does not grant either Party any right or authority to enter into any contract or to assume or create any obligation of any kind, express or implied, on behalf of the other Party.

14. MISCELLANEOUS

- a. It is understood that this Agreement does not constitute either Party as the agent or legal representative of the other Party for any purpose, whatsoever and that neither Party is authorised to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party, or to bind the other Party in any manner whatsoever.
- b. Notices. Any notice or other communication given pursuant to this Agreement must be in writing and (a) by email, (b) delivered by courier, or (c) sent by registered mail with acknowledgment due, postage prepaid, at the present addresses set forth in this Agreement, unless and until a different address has been given by written notice to the other Party.
- c. Counterparts. This Agreement may be executed in two (2) counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
- d. Severability. If any provision of this Agreement should be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and such provision will be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law.
- e. Entire Agreement. This Agreement shall supersede all prior oral or written understandings between the Parties and shall constitute the entire agreement between the parties with reference to the IPs and Services. No representations, amendments or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing and signed by persons authorized to sign agreements on behalf of both Parties.

AS WITNESS, this Agreement has been signed by the duly authorized representatives of the Parties the day and year first before written.

<p>SIGNED, SEALED & DELIVERED FOR AND ON BEHALF OF</p> <p></p> <p>URBANCLAP TECHNOLOGIES INDIA PRIVATE LIMITED</p> <p>By:</p> <p>Title:</p>	<p>SIGNED, SEALED & DELIVERED FOR AND ON BEHALF OF</p> <p></p> <p>URBANCLAP TECHNOLOGIES DMCC</p> <p>Nitesh Agarwal</p> <p>By: VP Middle East</p> <p>Title:</p>
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Annexure A

UC Trademarks, Trade Names and Logo



1.

2. "UC"



3.

4. "Urban Company"

5. "UC Urban Company"

*Applications for registration of these trademarks have been filed and they are respectively registered or in the process of getting registered in India.

Domain Name

<https://www.urbancompany.com/>

ANNEXURE B

Nature of Administrative Support Services

Urban Company shall provide the administrative support services, in the nature of following:

Human Resource support services: These include maintaining employee data, payroll processing and administration, performance management, due diligence, role profiling, change management, regulatory compliance and other related activities.

Marketing services: These include providing assistance in digital marketing activities. The marketing services provided by Urban Company is limited to digital marketing and does not include identification of the vendors/ marketing agencies, dealing/ negotiation with the vendors or customers on behalf of UC DMCC, etc.

Finance and Legal services: These include invoice processing, vendor payments and helpdesk, processing employee reimbursements, consolidation of budgets/ forecasts, billing and invoicing, managing receipt and allocating cash, preparing financial statements, bank reconciliation, contract creation, contract reviews and other related activities.

Customer support services: These include resolution of customers and service professional's grievances and queries through back-office call centre of Urban Company located in India.

Urban Company shall charge an arm's length mark-up of **15%** on cost of provision of Services. Cost of Services shall include all the direct and indirect costs incurred by Urban Company to provide administrative support services to UC DMCC but shall not include costs in the nature of interest expense, other expenses not related to the services provided by Urban Company.

UrbanClap Technologies India Pvt. Ltd.

REGISTERED OFFICE

Unit No. 08, Ground Floor,
Rectangle 1, D4, Saket District Centre,
New Delhi 110017, Delhi, India

CORPORATE OFFICE

7th floor, GoWork,
Plot 183, Udyog Vihar Phase 1, Sector 20,
Gurgaon - 122018

CIN: U74140DI2014PTC274413

Email: hr@urbancompany.com

www.urbancompany.com

Telephone: +91 124 4570250



RESTATED INTER-COMPANY AGREEMENT

This restated agreement (the “**Agreement**”) is made on 22nd October 2024 _____ (“**Execution Date**”) and shall be in effect from 1st April 2024 (“**Effective Date**”)

BY AND BETWEEN

URBANCLAP TECHNOLOGIES INDIA PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at Unit No. 08, Ground Floor, Rectangle 1, D4, Saket District Centre, South Delhi, New Delhi, Delhi, India, 110017 and corporate office at 7th Floor, Plot no. 183, Goworks Towers, Udyog Vihar Phase 2, Sector 20, Gurugram, India 122016 bearing Corporate Identity Number (CIN)-U74140DL2014PTC274413 (hereinafter referred to as “**Urban Company**”)

AND

URBAN HOME EXPERTS PTE LIMITED, a private company incorporated under the laws of Singapore, having its registered office at 9, Raffles Place, #27-00, Republic Plaza, Singapore - 048619 (hereinafter referred to as “**UC Singapore**”).

Urban Company and UC Singapore shall individually be referred to as “**Party**” and collectively as “**Parties**” wherever the context so permits.

WHEREAS

1. Urban Company is the legal owner of UrbanClap trademark/ trade name and technology platform including website and mobile application and wishes to license the right to use of such trademark/ trade name, domain name and right to use of technology platform (hereinafter referred to as “**IPs**”) and wishes to provide administrative support services (hereinafter referred to as “**Services**”) to UC Singapore.
2. UC Singapore desires to receive license of the IPs along with Services from Urban Company and Urban Company is willing to grant such a license to IPs and provide Services.
3. Based on the representations made, the Parties desire to enter into this Agreement for the purpose of providing mutually beneficial services and products.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the Parties, hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Urban Company and UC Singapore, intending to be legally bound hereby, agree as follows:

1. SUBJECT OF AGREEMENT

Subject to the terms of this Agreement, (i) Urban Company hereby grants to UC Singapore a non-exclusive license to use the IPs for its business as further set out in Clause 2; and (ii) Urban Company shall provide Services as set out in Clause 3 to UC Singapore.

2. IPs

For the purposes of this Agreement, the term IPs shall include the following:

- a. Right to use Urban Company's IPs. The details of the IPs are provided in Annexure A to this Agreement;
- b. Right to use the technology platform, including website and mobile application;
- c. The IPs shall remain in the sole ownership of Urban Company either by direct ownership or the exclusive right to use the IPs, throughout the term of this Agreement.

3. SERVICES

For the purposes of this Agreement, Urban Company agrees to provide certain Services to UC Singapore which will include, but are not limited to:

- a. Human resource support services;
- b. Marketing support services;
- c. Finance and Legal support services;
- d. Customer support services;

Nature and detailed description of the Services are provided in Annexure B to this Agreement.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

- a. UC Singapore must not use the IPs for any purpose other than to carry on its business within Singapore. UC Singapore may not transfer the rights under this Agreement by any means, including sublicensing, to another entity unless such transfer is expressly approved by Urban Company prior to its completion.
- b. UC Singapore undertakes, in its use of the IPs, to maintain the professional reputation of Urban Company, to maintain its good name and not to damage or harm such reputation. If Urban Company believes that UC Singapore by any act or omission has harmed, or is likely to harm, the IPs then such act or omission shall be deemed a material breach and Urban Company may terminate this Agreement in accordance with Clause 6, in addition to any other remedies it may exercise as permitted under law.
- c. UC Singapore is prohibited from applying to register in its own name the trademark and trade name or logo or intangible property that is owned by Urban Company or where it has the exclusive right to use such intangible property, unless prior permission is provided by Urban Company.

5. FEES

- a. In consideration of receipt of satisfactory services and/or fulfillment of the respective Party's obligations under this Agreement, the availing Party undertakes to pay the supplying Party such fees as may be agreed between them from time to time.

- b. In consideration for the provision of the right to use IPs specified in this Agreement, UC Singapore shall pay to Urban Company an annual license fee of 5 % of its total revenues recorded in its books of account prepared in accordance with the applicable accounting regulations.
- c. The Parties agree that UC Singapore shall pay Urban Company a service fee equivalent to the direct and indirect cost of such Services plus an arms-length mark-up as mentioned under Annexure B for such services. This mark up will be agreed upon time to time and will be dependent on arm's length price.
- d. The Parties agree that UC Singapore shall also pay Urban Company, such other support services (bandwidth and hosting charges, software expenses and overheads, etc) equivalent to any other indirect costs incurred by Urban Company pertaining to UC Singapore, including but not limited, on actuals. All payments under this Agreement from UC Singapore are exclusive of indirect taxes and it is the responsibility of Urban Company to collect the appropriate indirect taxes applicable in India from UC Singapore. Indirect taxes include, but are not limited to GST, Indian GST and Business Tax. Further, UC shall not be responsible for collection and payment of any taxes applicable (if any) in Singapore.
- e. Urban Company shall raise invoices on UC Singapore on half-yearly basis for the IPs and Services provided under this Agreement. Payments for the said invoices shall be made in Singapore Dollars ("SGD").
- f. All payments under this Agreement shall be due within sixty (60) days of the date of invoice and may be made by cheque or wire transfer.
- g. All payments made under this Agreement shall be in accordance with the applicable laws, including but not limited to the rules and regulations framed under the Foreign Exchange Management Act, 1999 ("FEMA") and the notifications and circulars issued by the Reserve Bank of India from time to time under FEMA.

6. TERM AND TERMINATION

- a. This Agreement shall become valid and binding on both Parties from the effective date and shall be valid for three (3) years from the effective date and thereafter be reviewed every three (3) years.
- b. Either Party may terminate this Agreement at any time, without cause and without liability for any termination indemnity claim, upon serving 30 days' prior notice to the other Party. In addition, either Party may terminate the Agreement without giving prior notice if the other Party fails to keep or perform any material covenant, agreement, term or provision of this Agreement and such failure shall continue for a period of thirty (30) days after receipt of notice of such default from other Party save that where such breach is incapable of remedy then the Agreement may be terminated forthwith.
- c. Upon termination of this Agreement, license granted to UC Singapore for the IPs, and Services provided to UC Singapore, shall cease and UC Singapore shall cease using the IP and availing the Services within such period as may be agreed between the Parties.

7. CONFIDENTIALITY

- a. Either Party shall not share any Confidential Information to any person outside its organization and shall only disclose the same to persons within its organization on a need-to-know basis. For the purpose of this Agreement, Confidential Information shall mean any and all information which one Party may have or acquired (whether before or after the date of this Agreement) from the other Party as a consequence of the execution and performance of this Agreement including, without limitation, any information provided pursuant to any of the provisions of this Agreement (“**Confidential Information**”).
- b. Parties shall not disclose the terms and conditions of this Agreement to any third Party, except by agreement of the other Party or if required by law.
- c. For the purposes of this Agreement, the following information shall not be considered as Confidential Information:
 - i. That is publicly available through no breach of this Agreement by either Party; or
 - ii. That is independently developed or was previously known by either Party; or
 - iii. That is rightfully acquired by either Party from a third party not under an obligation of confidentiality; or
 - iv. That is otherwise identified as not being Confidential Information under this Agreement; or
 - v. That is requested by any court of competent jurisdiction under any summons or show cause notice.
- d. The confidentiality obligations herein shall survive the termination of this Agreement.

8. IPR

The Parties agree that all right, title, and interest in and to any Intellectual Property Rights authored, created, developed, or conceived by Urban Company in connection with its license of IPs or provision of ancillary services thereunder to UC Singapore shall belong to, and be owned exclusively by Urban Company.

If UC Singapore discovers that a third party is infringing any of the elements of the IPs in Singapore, then it must notify Urban Company of the same and shall provide Urban Company with all reasonable assistance that Urban Company may request in respect of such infringement. All the costs incurred in protecting the IPs shall be borne by Urban Company.

9. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that -

- a. it is duly incorporated and is a validly existing corporation and is qualified to do business under the laws of respective jurisdiction;

- b. the execution and delivery of this Agreement is within the corporate power and authority and has been duly authorized by proper proceedings of each Party and shall not contravene any provision of law or regulation, certificate of incorporation or by-law, or any agreement or instrument binding upon any Party hereto; and
- c. assuming due authorization and delivery of the respective Parties hereto, this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its respective terms.

10. WAIVER, AMENDMENT AND MODIFICATION

- a. No waiver of any term or condition is valid unless it is in writing and signed by the Parties, and performance of any term or condition or instruction, or to exercise any right or privilege included in the Agreement, shall not constitute a waiver of the same and should not thereafter waive any such term or condition or instruction and/or any right or privilege.
- b. No waiver of any breach of any term of this Agreement constitutes waiver of a subsequent breach.
- c. Any amendment or modification to this Agreement shall not be effective unless in writing and signed by the Party against whom enforcement is sought.

11. FORCE MAJEURE

Neither Party shall be liable for any default due to, or caused by force majeure. Force majeure shall include any act of God, national emergency, outbreak of disease, floods, water-leakage, war, strike, lock-out, industrial action, fire, loss, theft, confiscation or seizure of delivery equipment rendering impossible the performance of either Party of its obligations under this Agreement. All obligations of the Parties under this Agreement shall be suspended during the continuance of such force majeure event.

12. GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION

This Agreement is governed by the laws of India, excluding its conflicts of law rules. All disputes and differences arising out of or in connection with this Agreement, if not resolved within 15 (fifteen) days through discussion between the Parties, shall be referred to the arbitration of a sole arbitrator appointed mutually between the Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings shall be conducted in English and the venue of the arbitration shall be New Delhi. Both Parties shall bear the cost of the arbitration in equal proportion unless otherwise decided by the sole arbitrator. Subject to the arbitration provisions set out herein, all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts situated at New Delhi.

13. INDEPENDENCE OF PARTIES

- a. Notwithstanding anything herein to the contrary, the Parties hereby acknowledge and agree that it is their intention and understanding that the license of IPs or provision of the Services provided under this

Agreement do not in any way constitute or imply the formation of a joint venture or partnership between Urban Company and UC Singapore.

- b. The relationship between Parties shall be of a principal to a principal, with each Party independently responsible for fulfilment of its obligations / responsibilities under the Agreement. Nothing contained in the Agreement shall be construed to create a relationship of agency between the Parties and / or employees of one Party and the other Party. Both Parties shall act as independent service providers.
- c. Neither Party has the power to direct or control the daily activities of the other Party.
- d. This Agreement does not grant either Party any right or authority to enter into any contract or to assume or create any obligation of any kind, express or implied, on behalf of the other Party.

14. MISCELLANEOUS

- a. It is understood that this Agreement does not constitute either Party as the agent or legal representative of the other Party for any purpose, whatsoever and that neither Party is authorised to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party, or to bind the other Party in any manner whatsoever.
- b. Notices. Any notice or other communication given pursuant to this Agreement must be in writing and (a) by email, (b) delivered by courier, or (c) sent by registered mail with acknowledgment due, postage prepaid, at the present addresses set forth in this Agreement, unless and until a different address has been given by written notice to the other Party.
- c. Counterparts. This Agreement may be executed in two (2) counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
- d. Severability. If any provision of this Agreement should be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and such provision will be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law.
- e. Entire Agreement. This Agreement shall supersede all prior oral or written understandings between the Parties and shall constitute the entire agreement between the parties with reference to the IPs and Services. No representations, amendments or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing and signed by persons authorized to sign agreements on behalf of both Parties.

AS WITNESS, this Agreement has been signed by the duly authorized representatives of the Parties the day and year first before written.

SIGNED, SEALED & DELIVERED FOR AND ON
BEHALF OF



**URBANCLAP TECHNOLOGIES INDIA
PRIVATE LIMITED**

By:

Title:

SIGNED, SEALED & DELIVERED FOR AND ON
BEHALF OF



URBAN HOME EXPERTS PTE LTD

By: ALOKRAJ AMBADIPUDI

Title: 07.01.2025



Annexure A

UC Trademarks, Trade Names and Logo



1.

2. "UC"



3.

4. "Urban Company"

5. "UC Urban Company"

*Applications for registration of these trademarks have been filed and they are respectively registered or in the process of getting registered in India.

Domain Name

<https://www.urbancompany.com/>

ANNEXURE B

Nature of Administrative Support Services

Urban Company shall provide the administrative support services, in the nature of following:

Human Resource support services: These include maintaining employee data, payroll processing and administration, performance management, due diligence, role profiling, change management, regulatory compliance and other related activities.

Marketing services: These include providing assistance in digital marketing activities. The marketing services provided by Urban Company is limited to digital marketing and does not include identification of the vendors/ marketing agencies, dealing/ negotiation with the vendors or customers on behalf of UC Singapore, etc.

Finance and Legal services: These include invoice processing, vendor payments and helpdesk, processing employee reimbursements, consolidation of budgets/ forecasts, billing and invoicing, managing receipt and allocating cash, preparing financial statements, bank reconciliation, contract creation, contract reviews and other related activities.

Customer support services: These include resolution of customers and service professional's grievances and queries through back-office call centre of Urban Company located in India.

Urban Company shall charge an arm's length mark-up of **15%** on cost of provision of Services. Cost of Services shall include all the direct and indirect costs incurred by Urban Company to provide administrative support services to UC Singapore but shall not include costs in the nature of interest expense, other expenses not related to the services provided by Urban Company.

UrbanClap Technologies India Pvt. Ltd.

REGISTERED OFFICE

Unit No. 09, Ground Floor,
Rectangle 1, D4, Saket District Centre,
New Delhi 110017, Delhi, India

CORPORATE OFFICE

7th floor, GoWork,
Plot 193, Udyog Vihar Phase 1, Sector 20,
Gurgaon - 122015

RESTATED INTER-COMPANY AGREEMENT

This restated agreement (the “**Agreement**”) is made on 22nd Oct 2024 (“**Execution Date**”) and shall be in effect from 1st April 2024 (“**Effective Date**”)

BY AND BETWEEN

URBANCLAP TECHNOLOGIES INDIA PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at Unit No. 08, Ground Floor, Rectangle 1, D4, Saket District Centre, South Delhi, New Delhi, Delhi, India, 110017 and corporate office at 7th Floor, Plot no. 183, Goworks Towers, Udyog Vihar Phase 2, Sector 20, Gurugram, India 122016 bearing Corporate Identity Number (CIN)-U74140DL2014PTC274413 (hereinafter referred to as “**Urban Company**”)

AND

HANDY HOME SOLUTIONS PRIVATE LIMITED, a private company incorporated under the provisions of Companies Act, 2013, having its registered office at Unit No. 08, Ground Floor, Rectangle 1, D4, Saket District Centre, South Delhi, New Delhi, Delhi, India, 110017 bearing Corporate Identity Number (CIN)-U74900DL2014PTC428373 (hereinafter referred to as “**HH**”).

Urban Company and HH shall individually be referred to as “**Party**” and collectively as “**Parties**” wherever the context so permits.

WHEREAS

1. Urban Company is engaged in the business of providing an e-commerce marketplace that facilitates the connection of independent service providers (“**Service Professionals**”) with end-users for the provision of various home-based services (“**Platform**”);
2. HH is a wholly owned subsidiary of Urban Company and is engaged in the business of B2B wholesale trading of goods and services;
3. Urban Company is the legal owner of ‘Urban Company’ trademark/trade name and Platform including websites and mobile applications (collectively, “**IPs**”). Till such time, HH is able to independently conduct its business, Urban Company has agreed to provide temporary support to HH in its scale-up phase. Accordingly, Urban Company wishes to license the IPs, and provide administrative and additional support services (hereinafter referred to as “**Services**”) to HH. As required for Urban Company’s business purposes, HH may offer certain services/products to Urban Company as well;
4. Based on the representations made, the Parties desire to enter into this Agreement for the purpose of providing mutually beneficial services and products.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the Parties, hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Urban Company and HH, intending to be legally bound hereby, agree as follows:

1. SUBJECT OF AGREEMENT

Subject to the terms of this Agreement, (i) Urban Company hereby grants to HH a non-exclusive license to use the IPs for its business as further set out in Clause 2; and (ii) Urban Company shall provide Services as set out in Clause 3 to HH.

In connection with HH utilizing the Platform, HH agrees to conduct its business of wholesale trading to the Service Professionals onboarded on the Platform. To this effect, it is clarified that HH shall be responsible for operating its own supply and inventory for its sales made to the Service Professionals.

2. IPs

For the purposes of this Agreement, the term IPs shall include the following:

- a. Right to use Urban Company's IPs. The details of the IPs are provided in Annexure A to this Agreement;
- b. Right to use the Platform, including website and mobile application;
- c. The IPs shall remain in the sole ownership of Urban Company either by direct ownership or the exclusive right to use the IPs, throughout the term of this Agreement.

3. SERVICES

For the purposes of this Agreement, Urban Company agrees to provide certain Services to HH which will include, but are not limited to:

- a. Human resource support services;
- b. Marketing support services;
- c. Finance support services;
- d. Legal services;
- e. Customer support services;
- f. Right to use the Platform to conduct wholesale trading to the Service Professionals.
- g. Payment collection services

Nature and detailed description of the Services are provided in **Annexure B** to this Agreement. UC will continue to onboard the Service Professionals on UC platform, carry out Background verification checks and provide training to them.

4. OTHER SERVICES

- a. In addition to the Services, either Party may require the other to take up additional responsibilities from time to time on mutually agreed terms and detailed via mutually agreed addenda (each an "**Addendum**").
- b. All terms of this Agreement shall apply to each Addendum, unless the Parties agree in writing in that Addendum to alternative terms. No deviations from this Agreement shall be permitted unless captured in writing.
- c. Both Parties agree to second their respective employees to each other on an exclusive or non-exclusive and full-time basis (as required) for a prescribed secondment period to provide services in accordance with the terms of this Agreement and the terms in the applicable Addendum

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

- a. HH may sell products to the Service Professionals onboarded on the Platform.
- b. HH may not transfer the rights under this Agreement by any means, including sublicensing, to another entity unless such transfer is expressly approved by Urban Company prior to its completion.
- c. HH undertakes, in its use of the IPs, to maintain the professional reputation of Urban Company, to maintain its good name and not to damage or harm such reputation. If Urban Company believes that HH by any act or omission has harmed, or is likely to harm, the IPs then such act or omission shall be deemed a material breach and Urban Company may terminate this Agreement in accordance with Clause 8, in addition to any other remedies it may exercise as permitted under law.
- d. HH is prohibited from applying to register in its own name the trademark and trade name or logo or intangible property that is owned by Urban Company or where it has the exclusive right to use such intangible property, unless prior permission is provided by Urban Company.

6. FEES

- a. In consideration of receipt of satisfactory services and/or fulfillment of the respective Party's obligations under this Agreement, the availing Party undertakes to pay the supplying Party such fees as may be agreed between them from time to time.
- b. In consideration for the provision of the right to use IPs specified in this Agreement, HH shall pay to Urban Company an annual license fee of 5 % of its gross profit for product business recorded in its books of account prepared in accordance with the applicable accounting regulations.
- c. Urban Company shall charge HH fees with respect to the Other Support Services (Bandwidth and hosting charges, software expenses and overheads, etc) provided by Urban Company, on actuals.
- d. The Parties agree that HH shall pay Urban Company a service fee equivalent to the direct and indirect cost of such Services plus mark-up as mentioned under point 3 on costs for such services. This mark up will be agreed upon time to time and will be dependent on arm's length price.
- e. The Parties agree that HH shall also pay Urban Company, such service charges equivalent to any other indirect costs incurred by Urban Company pertaining to HH, including but not limited to software related costs, bandwidth and hosting costs, recorded by Urban Company in its books of accounts.
- f. All payments under this Agreement from HH are exclusive of indirect taxes and it is the responsibility of Urban Company to collect the appropriate indirect taxes applicable from HH.
- g. Urban Company shall raise invoices on HH on half-yearly basis for the IPs and Services provided under this Agreement.
- h. All undisputed invoices shall be paid by the availing Party within 90 days of the date of invoice and may be made by wire transfer.

7. TAXES

- a. Direct Tax:

Fees/Amount payable to the IPs and Services provided under this Agreement will be subject to tax deduction at source or any other as application or prevailing as on date as per applicable law, if any.

b. Indirect Tax:

- i. For the purpose of this Agreement, the term 'GST' shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST'), Integrated Goods and Services Tax ('IGST'), Union Territory Goods and Service Tax ('UTGST') and any other indirect taxes as levied by the Government of India from time to time.
- ii. Urban Company will charge applicable GST basis the place of supply of services in accordance with the provisions of GST law.
- iii. Urban Company will ensure issuance of proper tax invoice, payment of taxes to the Government, filing of returns or any other compliances as required under law.

8. TERM AND TERMINATION

- a. This Agreement shall become valid and binding on both Parties from the effective date and shall be valid for three (3) years from the effective date and thereafter be reviewed every three (3) years.
- b. Either Party may terminate this Agreement at any time, without cause and without liability for any termination indemnity claim, upon serving 30 days' prior notice to the other Party. In addition, either Party may terminate the Agreement without giving prior notice if the other Party fails to keep or perform any material covenant, agreement, term or provision of this Agreement and such failure shall continue for a period of thirty (30) days after receipt of notice of such default from other Party save that where such breach is incapable of remedy then the Agreement may be terminated forthwith.
- c. Upon termination of this Agreement, license granted to HH for the IPs, and Services provided to HH, shall cease and HH shall cease using the IP and availing the Services within such period as may be agreed between the Parties.

9. CONFIDENTIALITY

- a. Either Party shall not share any Confidential Information to any person outside its organization and shall only disclose the same to persons within its organization on a need-to-know basis. For the purpose of this Agreement, Confidential Information shall mean any and all information which one Party may have or acquired (whether before or after the date of this Agreement) from the other Party as a consequence of the execution and performance of this Agreement including, without limitation, any information provided pursuant to any of the provisions of this Agreement ("**Confidential Information**").
- b. For the purposes of this Agreement, the following information shall not be considered as Confidential Information:
 - i. That is publicly available through no breach of this Agreement by either Party; or
 - ii. That is independently developed or was previously known by either Party; or
 - iii. That is rightfully acquired by either Party from a third party not under an obligation of confidentiality; or
 - iv. That is otherwise identified as not being Confidential Information under this Agreement; or

- v. That is requested by any court of competent jurisdiction under any summons or show cause notice.
- c. The confidentiality obligations herein shall survive the termination of this Agreement.

10. IPR

- a. The Parties agree that all right, title, and interest in and to any Intellectual Property Rights authored, created, developed, or conceived by Urban Company in connection with its license of IPs or provision of ancillary services thereunder to HH shall belong to, and be owned exclusively by Urban Company.
- b. Each Party shall retain all right, title and interest in its patents, copyrights, trademarks, proprietary and/or licensed software, service marks and trade secrets or any other intellectual property rights in the training content developed/ created by such Party and other proprietary rights.

11. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that -

- a. it is duly incorporated and is a validly existing corporation and is qualified to do business under the laws of India;
- b. the execution and delivery of this Agreement is within the corporate power and authority and has been duly authorized by proper proceedings of each Party and shall not contravene any provision of law or regulation, certificate of incorporation or by-law, or any agreement or instrument binding upon any Party hereto; and
- c. assuming due authorization and delivery of the respective Parties hereto, this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its respective terms.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

Each Party shall keep the other and its directors, officers, employees, agents and its affiliates (including their directors, officers, employees and agents) fully indemnified (without any limitation whatsoever on its liability) at all times against any and all loss, damage, loss of reputation, loss of goodwill, liability, loss, fines, penalties, fees, damages, costs, amounts and expense (including without limitation attorneys' fees) arising out of any obligations, claims, actions, suits, judgments, orders, litigations, enforcements and/or proceedings, incurred or sustained by in connection with and as a consequence of : (i) breach of the terms of this Agreement or an Addendum (and any addendums or amendments thereof); (ii) breach of applicable law and/or non-compliance with any statutory or legal requirements or specifications laid down in relation to the Services; (iii) breach of its covenants, representations and warranties provided in the Agreement; (iv) fraud, theft, misconduct, negligence or deficiency of Service; (v) any negligent act or omission committed in the course of Services hereunder, or any misrepresentation made during the course of Services hereunder.

In no event shall either Party be liable for, and either Party hereby waives the right to claim, any indirect, special, incidental, or consequential damages (including lost profits) directly or indirectly relating to or arising out of the breach of this Agreement, regardless of the form of action, whether in Agreement, tort, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, even if either Party has been advised of the possibility thereof.

13. WAIVER, AMENDMENT AND MODIFICATION

- a. No waiver of any term or condition is valid unless it is in writing and signed by the Parties, and performance of any term or condition or instruction, or to exercise any right or privilege included in the Agreement, shall not constitute a waiver of the same and should not thereafter waive any such term or condition or instruction and/or any right or privilege.
- b. No waiver of any breach of any term of this Agreement constitutes waiver of a subsequent breach.
- c. Any amendment or modification to this Agreement shall not be effective unless in writing and signed by the Party against whom enforcement is sought.

14. FORCE MAJEURE

Neither Party shall be liable for any default due to, or caused by force majeure. Force majeure shall include any act of God, national emergency, outbreak of disease, floods, water-leakage, war, strike, lock-out, industrial action, fire, loss, theft, confiscation or seizure of delivery equipment rendering impossible the performance of either Party of its obligations under this Agreement. All obligations of the Parties under this Agreement shall be suspended during the continuance of such force majeure event.

15. GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION

This Agreement is governed by the laws of India, excluding its conflicts of law rules. All disputes and differences arising out of or in connection with this Agreement, if not resolved within 15 (fifteen) days through discussion between the Parties, shall be referred to the arbitration of a sole arbitrator appointed mutually between the Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings shall be conducted in English and the venue of the arbitration shall be New Delhi. Subject to the arbitration provisions set out herein, all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts situated at New Delhi.

16. INDEPENDENCE OF PARTIES

- a. Notwithstanding anything herein to the contrary, the Parties hereby acknowledge and agree that it is their intention and understanding that the license of IPs or provision of the Services provided under this Agreement do not in any way constitute or imply the formation of a joint venture or partnership between Urban Company and HH.
- b. The relationship between Parties shall be of a principal to a principal, with each Party independently responsible for fulfilment of its obligations / responsibilities under the Agreement. Nothing contained in the Agreement shall be construed to create a relationship of agency between the Parties and / or employees of one Party and the other Party. Both Parties shall act as independent service providers.
- c. Neither Party has the power to direct or control the daily activities of the other Party.
- d. This Agreement does not grant either Party any right or authority to enter into any contract or to assume or create any obligation of any kind, express or implied, on behalf of the other Party.

17. MISCELLANEOUS

- a. It is understood that this Agreement does not constitute either Party as the agent or legal representative of the other Party for any purpose, whatsoever and that neither Party is authorised to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party, or to bind the other Party in any manner whatsoever.
- b. Notices. Any notice or other communication given pursuant to this Agreement must be in writing and (a) by email, (b) delivered by courier, or (c) sent by registered mail with acknowledgment due, postage prepaid, at the present addresses set forth in this Agreement, unless and until a different address has been given by written notice to the other Party.
- c. Waiver. No term or provision hereof will be deemed waived, and no variation of terms or provisions hereof shall be deemed consented to, unless such waiver or consent be in writing and signed by the Party against whom such waiver or consent is sought to be enforced. Any delay, waiver, or omission by a Party to exercise any right or power arising from any breach or default of the other Party in any of the term, provisions, or covenants of this Agreement shall not be construed to be a waiver by a Party of any subsequent breach or default of the same or other terms, provisions, or covenants on the part of the other Party.
- d. Counterparts. This Agreement may be executed in two (2) counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.
- e. Severability. If any provision of this Agreement should be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby, and such provision will be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law.

AS WITNESS, this Agreement has been signed by the duly authorized representatives of the Parties the day and year first before written.

<p>SIGNED, SEALED & DELIVERED FOR AND ON BEHALF OF</p> <p></p> <p>URBANCLAP TECHNOLOGIES INDIA PRIVATE LIMITED</p> <p>By: VARUN KHAITAN</p> <p>Title:</p>	<p>SIGNED, SEALED & DELIVERED FOR AND ON BEHALF OF</p> <p></p> <p>HANDY HOME SOLUTIONS PRIVATE LIMITED</p> <p>By: RAGHAV CHANDRA</p> <p>Title:</p>
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Annexure A

UC Trademarks, Trade Names and Logo



1.

2. "UC"



3.

4. "Urban Company"

5. "UC Urban Company"

*Applications for registration of these trademarks have been filed and they are respectively registered or in the process of getting registered in India.

ANNEXURE B

Nature of Administrative Support Services

Urban Company shall provide the administrative support services, in the nature of following:

Human Resource support services: These include maintaining employee data, payroll processing and administration, performance management, due diligence, role profiling, change management, regulatory compliance and other related activities.

Marketing services: These include providing assistance in digital marketing activities. The marketing services provided by UC is limited to digital marketing and does not include identification of the vendors/ marketing agencies, dealing/ negotiation with the vendors or customers on behalf of HH, etc.

Finance and Legal services: These include invoice processing, vendor payments and helpdesk, processing employee reimbursements, consolidation of budgets/ forecasts, billing and invoicing, managing receipt and allocating cash, preparing financial statements, bank reconciliation, contract creation, contract reviews and other related activities.

Customer support services: These include resolution of customers and service professional's grievances and queries through back-office call centre of Urban Company located in India.

Payment collection services: Urban Company shall act as a payment collection agent for HH for all monies owed to HH by Service Professionals. In this regard, HH hereby authorizes Urban Company to collect any and all payments owed to HH by Service Professionals.

Urban Company shall charge an arm's length mark-up of 5% on cost of provision of Services. Cost of Services shall include all the direct and indirect costs incurred by Urban Company to provide administrative support services to HH but shall not include costs in the nature of interest expense, other expenses not related to the services provided by Urban Company.