



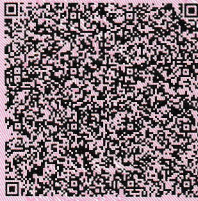
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Tamil Nadu

e-Stamp

Certificate No. : IN-TN75953612990323Y
Certificate Issued Date : 25-Aug-2026 03:53 PM
Account Reference : NEWIMPACC (SV)/ tn8012704/ PORUR/ TN-CH
Unique Doc. Reference : SUBIN-TNTN801270479618860994914Y
Purchased by : PAGECREATIONZ GLOBAL SERVICES PVT LTD
Description of Document : Article 5 Agreement
Property Description : SUPPLIES AND CREDIT
Consideration Price (Rs.) : 0
(Zero)
First Party : PAGECREATIONZ GLOBAL SERVICES PVT LTD
Second Party : WORKENSTEIN COLLABORATIVESPACES PRIVATE LIMITED
Stamp Duty Paid By : PAGECREATIONZ GLOBAL SERVICES PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

OG 0006992196

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilstamp.com or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF UNDERSTANDING (MOU)

FOR SUPPLY OF LAPTOPS

This Memorandum of Understanding ("MOU") is made and entered into on this **22/08/2026**, at Chennai, Tamil Nadu, India.

BETWEEN

WORKENSTEIN COLLABORATIVESPACES PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, bearing **CIN: U74994TN2018PTC123185**, having its registered office at:

6th Floor, Tower-C, Tek Meadows, No. 51, Rajiv Gandhi Salai (OMR), Sholinganallur, Chennai, Tamil Nadu – 600119, India

hereinafter referred to as the **"BUYER"**, which expression shall, unless repugnant to the context, include its successors and permitted assigns;

AND

PAGECREATIONZ GLOBAL SERVICES PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, bearing **CIN: U72900TN2020PTC135425**, having its office at:

No. S102, Door No. 769, Spencer Plaza, Anna Salai, Chennai, Tamil Nadu – 600002, India

hereinafter referred to as the **"SUPPLIER"**, which expression shall, unless repugnant to the context, include its successors and permitted assigns.

The Buyer and Supplier are hereinafter individually referred to as a **"Party"** and collectively as the **"Parties."**

1. PURPOSE OF THE MOU

The purpose of this MOU is to record the understanding between the Parties regarding the **supply of laptops and related computer equipment/accessories** by the Supplier to the Buyer, against the purchase order(s), quotation(s), invoice(s), or other mutually agreed commercial documents issued from time to time.

The Supplier agrees to supply the laptops as per the specifications, quantity, pricing, delivery schedule, and other terms mutually agreed between the Parties.

2. SCOPE OF SUPPLY

The Supplier shall supply laptops and, where specifically agreed, related accessories and peripherals, including but not limited to:

- Laptop computers
- Chargers/adapters
- Laptop bags
- Mice/keyboards
- Docking stations
- Operating system/software licenses, where applicable
- Other accessories specifically mentioned in the Purchase Order

The exact **make, model, configuration, quantity, unit price, taxes, warranty and delivery schedule** shall be specified in the applicable Purchase Order/Quotation/Annexure.

3. PURCHASE ORDERS

1. The Buyer may issue Purchase Orders ("PO") to the Supplier from time to time.
 2. Each PO shall specify the required products, quantity, agreed price, delivery location, delivery timeline and other applicable terms.
 3. The Supplier shall acknowledge the PO and confirm acceptance before proceeding with the supply.
 4. In case of any conflict between this MOU and a specific PO, the terms specifically agreed in the PO shall prevail for that particular order, unless otherwise mutually agreed in writing.
-

4. PRICE AND TAXES

1. The prices of the laptops shall be as mutually agreed between the Parties and documented in the applicable quotation/PO.
2. Applicable GST and other statutory taxes shall be charged separately, wherever applicable.

3. Any change in price after acceptance of a PO shall require prior written consent of the Buyer.
4. The Supplier shall provide valid GST-compliant invoices and supporting documents for the supplies.

5. PAYMENT TERMS

Unless otherwise agreed in writing, the Buyer shall make payment to the Supplier as per the payment terms specified in the applicable Purchase Order or quotation.

A suggested payment structure is:

0% advance upon confirmation of Purchase Order and 100% upon delivery/acceptance of the laptops.

Payment shall be made through bank transfer or any other mutually agreed payment method.

The Supplier shall provide the necessary invoice and bank details for processing payment.

6. DELIVERY

1. The Supplier shall deliver the laptops to the delivery address specified by the Buyer in the applicable Purchase Order.
2. The expected delivery period shall be **2 working days** from the date of PO confirmation/payment, as applicable.
3. The Supplier shall make reasonable efforts to meet the agreed delivery schedule.
4. Any anticipated delay shall be communicated to the Buyer promptly, together with the revised expected delivery date.
5. Delivery shall be considered completed upon physical delivery and acknowledgement by the Buyer or its authorized representative.

7. INSPECTION AND ACCEPTANCE

1. The Buyer shall have the right to inspect the laptops upon delivery.
2. The Buyer may verify the quantity, model, configuration, physical condition and other specifications against the Purchase Order.

3. Any visible shortage, damage, wrong model or mismatch shall be communicated to the Supplier within a reasonable period after delivery.
 4. Where the supplied product does not conform to the agreed specifications, the Supplier shall, subject to verification, replace or rectify the same within a mutually agreed reasonable period.
-

8. WARRANTY

1. The laptops shall carry the applicable **manufacturer's warranty** as specified in the quotation/PO.
 2. The Supplier shall assist the Buyer in coordinating warranty claims with the manufacturer or authorized service centre, wherever reasonably required.
 3. Warranty coverage shall be subject to the manufacturer's warranty terms and conditions.
 4. Damage resulting from misuse, accidental damage, unauthorized modification, liquid damage, physical damage or other exclusions under the manufacturer's warranty shall not be the Supplier's responsibility unless separately agreed in writing.
-

9. TITLE AND RISK

Unless otherwise agreed in writing:

- Risk in the laptops shall pass to the Buyer upon delivery and acceptance at the agreed delivery location.
 - Title/ownership shall pass to the Buyer upon receipt of full payment for the relevant products, subject to applicable law.
-

10. CONFIDENTIALITY

Both Parties agree to keep confidential all commercial, technical, financial, business and other confidential information received from the other Party in connection with this MOU and the transactions contemplated under it.

Neither Party shall disclose such information to any third party except:

- With the prior written consent of the other Party;
- Where required by law or governmental authority; or

- To employees, professional advisers or service providers who require such information and are bound by appropriate confidentiality obligations.
-

11. REPRESENTATIONS AND WARRANTIES

Each Party represents that:

1. It is duly incorporated and validly existing under applicable law.
2. It has the authority to enter into this MOU.
3. The person signing this MOU on its behalf is duly authorized to do so.
4. Execution and performance of this MOU will not violate any applicable law or binding contractual obligation applicable to that Party.

The Supplier further represents that the products supplied shall be genuine products sourced through legitimate channels and shall correspond to the specifications agreed with the Buyer.

12. COMPLIANCE WITH LAW

Both Parties shall comply with all applicable laws, regulations, taxation requirements and statutory requirements relating to their respective obligations under this MOU.

13. LIMITATION OF LIABILITY

Neither Party shall be liable to the other for indirect, incidental, special or consequential losses arising out of this MOU, except to the extent such liability cannot legally be excluded.

Nothing in this clause shall limit liability arising from fraud, wilful misconduct, breach of confidentiality or any liability that cannot be limited under applicable law.

14. FORCE MAJEURE

Neither Party shall be liable for failure or delay in performing its obligations where such failure or delay is caused by circumstances beyond its reasonable

control, including natural disasters, war, governmental restrictions, strikes, transportation disruptions, epidemics, fire or other unforeseen events.

The affected Party shall notify the other Party as soon as reasonably practicable.

15. TERM

This MOU shall commence on the date of signing and shall remain valid for a period of **1 year** unless terminated earlier in accordance with this MOU.

The Parties may mutually extend or renew the MOU in writing.

16. TERMINATION

Either Party may terminate this MOU by providing **30 days' prior written notice** to the other Party.

Termination of this MOU shall not affect any Purchase Order already accepted by the Supplier unless the Parties mutually agree otherwise.

All outstanding payments for products already supplied or accepted shall remain payable notwithstanding termination.

17. DISPUTE RESOLUTION

The Parties shall first attempt to resolve any dispute, difference or claim arising out of this MOU through mutual discussions and good-faith negotiations.

If the dispute cannot be resolved amicably within **30 days**, the Parties may refer the dispute to arbitration in accordance with the **Arbitration and Conciliation Act, 1996**, as amended.

The arbitration shall be conducted by a mutually appointed arbitrator.

Place/Seat of Arbitration: Chennai, Tamil Nadu, India.

The language of arbitration shall be **English**.

18. GOVERNING LAW AND JURISDICTION

This MOU shall be governed by and construed in accordance with the laws of **India**.

Subject to the arbitration provisions above, the courts at **Chennai, Tamil Nadu** shall have jurisdiction over matters arising out of or relating to this MOU.

19. NOTICES

All formal notices under this MOU shall be made in writing and delivered by hand, registered post/courier, or email to the authorized representatives of the respective Parties at their officially communicated addresses.

20. AMENDMENTS

Any amendment, modification or addition to this MOU shall be valid only if made in writing and signed by authorized representatives of both Parties.

21. ENTIRE UNDERSTANDING

This MOU, together with applicable Purchase Orders, quotations, invoices and mutually agreed annexures, constitutes the understanding between the Parties concerning the subject matter herein and supersedes prior written or oral understandings relating specifically to the same subject matter.

22. NON-EXCLUSIVITY

Unless expressly agreed otherwise in writing, this MOU shall be **non-exclusive**, and neither Party shall be restricted from entering into similar commercial arrangements with other parties.

23. BINDING EFFECT

The Parties intend this MOU to record the commercial terms and obligations agreed between them. The provisions relating to payment, confidentiality, warranty, liability, dispute resolution, governing law, termination and other provisions expressly intended to survive shall remain enforceable according to their terms.

ANNEXURE A – LAPTOP SUPPLY DETAILS

Asset	Pricing	Days
I7 11 th Gen	₹30000	7
I7 12 th Gen	₹41000	7
Asset	Pricing	Days
I7 11 th Gen	₹31500	15
I7 12 th Gen	₹42000	15

*** Account Payable to the Supplier-Around ₹ 211700.**

*** Additional Account Receivable days will chargeable.**

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding through their duly authorized representatives on the date mentioned above.

FOR WORKENSTEIN COLLABORATIVESPACES PRIVATE LIMITED

CIN: U74994TN2018PTC123185

Registered Office:
6th Floor, Tower-C, Tek Meadows, No. 51,

Rajiv Gandhi Salai (OMR), Sholinganallur,
Chennai, Tamil Nadu – 600119, India

Authorized Signatory

Name: Vinod Babu

Designation: CEO

Signature: 

Date: 25/08/2026

FOR PAGECREATIONZ GLOBAL SERVICES PRIVATE LIMITED

CIN: U72900TN2020PTC135425

Office:

No. S102, Door No. 769, Spencer Plaza,
Anna Salai, Chennai,
Tamil Nadu – 600002, India

Authorized Signatory

Name: GaneshBabu D

Designation: CEO

Signature: 

Date: 22/08/2026
