

## **1. Product Definition**

1.1 **Mailbox:** Entitles the Client to receive mail at the Provider's Centre specified in this Agreement ("designated Centre"). The Client may use the address of the designated Centre for business correspondence subject to exception in certain locations.

1.2 **Telephone Answering:** Entitles the Client to a local telephone number determined by the Provider in the designated Centre, personalized call answering service during normal business hours, and after business hours and weekend voicemail access.

1.3 **Virtual Office and Office Premium:** Includes all services detailed in sections 1.1 and 1.2. In addition the Client is entitled to receive faxes at the designated Centre. Virtual Office Premium product provides 4 hours of boardroom usage per month and 2 hours of Administrative support per month at the designated Centre, subject to availability.

## **2. This Agreement**

2.1 **Comply with Rules and Regulation:** The Client must comply with any Rules and Regulation which the Provider imposes generally on users of the designated Centre. Such rules are developed and/or imposed to protect Client's use of the designated Centre for work.

2.2 **AUTOMATIC RENEWAL:** THIS AGREEMENT LASTS FOR THE PERIOD STATED IN IT AND THEN WILL BE EXTENDED AUTOMATICALLY FOR SUCCESSIVE PERIODS EQUAL TO THE CURRENT TERM BUT NO LESS THAN 3 MONTHS (UNLESS LEGAL RENEWAL TERM LIMITS APPLY) UNTIL TERMINATED BY THE CLIENT OR BY THE PROVIDER PURSUANT TO SECTION 2.3. ALL PERIODS SHALL RUN TO THE LAST DAY OF THE MONTH IN WHICH THEY WOULD OTHERWISE EXPIRE. THE FEES ON ANY RENEWAL WILL BE AT THE THEN PREVAILING MARKET RATE.

2.3 **CANCELLATION:** EITHER THE PROVIDER OR THE CLIENT CAN TERMINATE THIS AGREEMENT AT THE END DATE STATED IN IT, OR AT THE END OF ANY EXTENSION OR RENEWAL PERIOD, BY GIVING AT LEAST TWO MONTHS WRITTEN NOTICE TO THE OTHER. HOWEVER, IF THIS AGREEMENT, EXTENSION OR RENEWAL IS FOR THREE MONTHS OR LESS AND EITHER THE PROVIDER OR THE CLIENT WISHES TO TERMINATE IT, THE NOTICE PERIOD IS ONE MONTH THAN THE PERIOD STATED IN THIS AGREEMENT.

2.4 **Ending this Agreement immediately:** To the maximum extent allowable by applicable law, the Provider may put an end to this Agreement immediately by giving the Client notice and without need to follow any additional procedure if (a) the Client becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or (b) the Client is in breach of one of its obligations which cannot be put right, or (c) its conduct, or that of someone at the Centre with its permission or invitation, is incompatible with ordinary office use which shall be determined at the Provider's sole discretion.

If the Provider puts an end to this Agreement for any of these reasons it does not terminate any outstanding obligations, including the payment of any additional services used as well as the monthly fee for the remainder of the period for which this Agreement would have lasted if the Provider had not ended it.

2.5 **If the Centre is no longer available:** In the event that the Provider is no longer able to provide the services at the designated Centre stated in this Agreement then this agreement will end and the Client will only have to pay monthly fees up to the date it ends and for the additional services the Client has used. The Provider will try to find suitable alternative for the Client at another designated Centre.

2.6 **Employees:** While this Agreement is in force and for a period of twelve months after it ends, neither the Provider nor the Client may knowingly solicit or offer employment to any of the other's staff employed in the designated Centre. This obligation applies to any employee employed at the designated Centre up to that employee's termination of employment, and for twelve months thereafter. It is stipulated that the breaching party shall pay the non-breaching party the equivalent of one year's salary for any employee concerned. Nothing in this clause shall prevent either the Provider or the Client from employing an individual who responds in good faith and independently to an advertisement which is made to the public at large.

2.7 **Client Representation of the Provider's employees:** Throughout the duration of this agreement, Client agrees that neither Client, nor any of Client's partners, members, officers or employees will represent, or otherwise provide legal counsel to, any of the Provider's current or former employees in any dispute with, or legal proceeding against, the Provider, or any of the Provider's affiliates, members, officers or employees.

2.8 **Notices:** All formal notices must be in writing to the address first written on the Agreement. It is the Client's responsibility to keep their address of record up to date with the designated Centre at all times.

2.9 **Confidentiality:** The terms of this Agreement are private. Neither the Provider nor the Client may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues after this Agreement ends.

2.10 **Applicable law:** This agreement is interpreted and enforced in accordance with the law of the place where the relevant Centre is located. All dispute resolution proceedings will be conducted in the province where the Centre is located. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.

2.11 **Enforcing this Agreement:** The Client must pay any reasonable and proper costs including legal fees that the Provider incurs in enforcing this Agreement except that the Provider and the Client will bear their own arbitration costs in the event of arbitration.

## **3. Compliance**

3.1 **Compliance with the law:** The Client must obey all relevant laws and regulations in the conduct of its business. The Client must not do anything illegal in connection with its use of the Business Centre. The Client must not do anything that may interfere with the use of the Centre by the Provider or by others, cause any annoyance, increase the insurance premiums the Provider has to pay, or cause loss or damage to the Provider (including damage to reputation) or to the owner of any interest in the building which contains the Centre the Client is using. The Client acknowledges that (a) the terms of the foregoing sentence are a material inducement in the Provider's execution of this agreement and (b) any violation by the Client of the foregoing sentence shall constitute a material default by the Client hereunder, authorising the Provider to terminate this agreement, without further notice or procedure.

3.2 The Client acknowledges and accepts that its personal data may be transferred or made accessible to all entities of the Provider group, wherever located, for the purposes of providing the services herein.

## **4. Use**

4.1 The Client must not carry on a business that competes with the Provider's business of providing serviced office accommodations, virtual offices or its ancillary services.

4.2 **The Client's name and address:** The Client may only carry on that business in its name or some other name that the Provider previously agrees.

4.3 **Use of the Centre Address:** The Client may use the designated Centre address as its business address. The Client is not permitted to use the address of the designated Centre as their registered office address unless permitted by law and by the Provider and (if relevant) by local compliance rules. Any other uses are prohibited without the Provider's prior written consent.

## **5. The Provider's Liability**

To the maximum degree allowed by applicable law, the Provider will not be liable for any loss sustained as a result of the Provider's failure to provide a service as a result of any mechanical breakdown, strike, or termination of the Provider's interest in the building containing the Centre. THE CLIENT EXPRESSLY AND SPECIFICALLY AGREES TO WAIVE, AND AGREES NOT TO MAKE, ANY CLAIM FOR DAMAGES, DIRECT, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL, INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, REVENUE, PROFITS OR DATA, FOR ANY REASON WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY FAILURE TO FURNISH ANY SERVICE PROVIDED HEREUNDER, ANY ERROR OR OMISSION WITH RESPECT THERETO, FROM FAILURE OF ANY AND ALL COURIER SERVICE TO DELIVER ON TIME OR OTHERWISE DELIVER ANY ITEMS (MAIL, PACKAGES, ETC.) OR ANY INTERRUPTION OF SERVICES.

## 6. Fees

6.1 Taxes and duty charges: The Client agrees to pay promptly (i) all sales, use, excise and any other taxes and license fees which the Client is required to pay to any governmental authority (and, at the Provider's request, will provide to the Provider evidence of such payment) and (ii) any taxes paid by the Provider to any governmental authority that are attributable to the accommodation, where applicable, including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, stamp tax or other documentary taxes and fees.

6.2 Service Retainer/Deposit: The Client will be required to pay a service retainer/deposit equivalent to two months of the monthly fee (plus Tax where applicable) upon entering into this Agreement unless a greater amount is specified on this agreement. This will be held by the Provider without generating interest as security for performance of all the Client's obligations under this Agreement. The service retainer/deposit, or any balance after deducting outstanding fees, and other costs due to the Provider, will be returned to the Client after the Client has settled their account with the Provider and funds have cleared. The Provider may require the Client to pay an increased retainer/deposit if outstanding fees exceed the service retainer/deposit held and/or the Client frequently fails to pay the Provider's fees when due.

6.3 Payment: the Provider is continually striving to reduce its environmental impact and supports its clients in doing the same. Therefore the Provider will send all invoices electronically (where allowed by law) and the Client will make payments via an automated method such as Credit Card, wherever local banking systems permit unless another form of payment is offered to the Client as a qualified and current Key Account. All amounts payable by the Client under this agreement may be assigned to other members of the Provider's group.

6.5 Late payment: If the Client does not pay fees when due, a fee will be charged on all overdue balances.

If the Client disputes any part of an invoice the Client must pay the amount not in dispute by the due date or be subject to late fees. The Provider also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its accommodation, where applicable) while there are any outstanding fees and/or interest or the Client is in breach of this

6.6 Agreement. Insufficient Funds: The Client will pay a \$75 fee for any returned cheque or any other declined payments due to insufficient funds.

6.7 The Provider will increase the monthly virtual office fee each and every anniversary of the start date of this agreement by a percentage amount equal to the increase in the Consumer Price Index.

This will only apply to agreements that have an original start and termination date constituting at least a 12 month term. Renewals will be renewed as per clause 2.2 above.

6.8 Services: The monthly fee and any recurring services requested by the Client are payable monthly in advance. Unless otherwise agreed in writing, these recurring services will be provided by the Provider at the specified rates for the duration of this Agreement (including any renewal).

6.9 Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-go-use services, plus applicable taxes, in accordance with the Provider's published rates which may change from time to time, are invoiced and payable the month following the calendar month in which the additional services were provided.

6.10 Discounts, Promotions and Offers: If the Client benefited from a special discount, promotion or offer, the Provider may discontinue that discount, promotion or offer without notice if the Client breaches these terms and conditions or becomes past due on two or more occasions.