



The Wisinski Group OFFICE BUSINESS CENTER



1. This Agreement

- 1.1 Nature of this agreement: This agreement is the commercial equivalent of an agreement for accommodation(s) in a hotel. The whole of the Center remains in The Wisinski Group's possession and control. THE CLIENT ACCEPTS THAT THIS AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE OR OTHER REAL PROPERTY INTEREST IN THE CLIENT'S FAVOR WITH RESPECT TO THE ACCOMMODATION(S). TWG is giving the Client the right to share with TWG the use of the Center on these terms and conditions, as supplemented by the House Rules, so that TWG can provide the services to the Client. This agreement is personal to the Client and cannot be transferred to anyone else. This agreement is composed of the front page describing the accommodation(s), the present terms and conditions and the House Rules.
- 1.2 Comply with the House Rules: The Client must comply with any House Rules which TWG imposes generally on users of the Center.
- 1.3 Duration: This agreement lasts for the period stated in it and then will be extended automatically for successive periods equal to the initial term but no less than 3 months (unless legal renewal term limits apply) until brought to an end by the Client or TWG. 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.
- 1.4 Bringing this agreement to an end: Either party 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 three months written notice to the other. However, if this agreement, extension or renewal is for three months or less and either TWG or the Client wishes to terminate it, the notice period is two months or (if shorter) on week less than the period stated in this agreement.
- 1.5 Ending this agreement immediately: To the maximum extent permitted by applicable law, TWG 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 which TWG has given the Client notice to put right and which the Client has failed to put right within fourteen days of that notice, or (c) its conduct, or that of someone at the Center with its permission or invitation, is incompatible with ordinary office use. If TWG puts an end to this agreement for any of these reasons it does not put an end to any outstanding obligations, including additional services used and the monthly office fee for the remainder of the period for which this agreement would have lasted if TWG had not ended it. In the event TWG leases or sells the Center, TWG may put an end to this Agreement immediately and without prior notice to Client.
- 1.6 If the Center is no longer available: In the event that TWG is permanently unable to provide the services and accommodation(s) at the Center stated in this agreement then this agreement will end and the Client will only have to pay monthly office fees up to the date it ends and for the additional services the Client has used. TWG will try to find suitable alternative accommodation(s) for the Client.
- 1.7 When this agreement ends the Client is to vacate the accommodation(s) immediately, leaving the accommodation(s) in the same condition as it was when the Client took it. An exit fee will be charged upon the Client's departure or if the Client, at its option, chooses to relocate to different rooms with the Center. TWG reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear. If the Client leaves any property in the Center TWG may dispose of it at the Client's cost in any way TWG chooses without owing the Client any responsibility for it or any proceeds of sale. The client will be automatically entered into a Virtual Office agreement ("VO") with TWG or TWG's standard terms at the time for 3 months (where applicable by law). This VO endeavors to provide business continuity for the Client as it ensures that TWG can effectively manage its transition period. If the Client continues to use the accommodation(s) when this agreement has ended the Client is responsible for any loss, claim, or liability TWG incurs as a result of the Client's failure to vacate on time. TWG may, at its discretion, permit the Client an extension subject to a surcharge on the monthly office fee.

- 1.8 Employees: While this agreement is in force and for a period of six months after it ends, neither TWG nor the Client may knowingly solicit or offer employment to any of the other's staff employed in the Center. This obligation applies to any employee employed at the Center up to that employee's termination of employment, and for three 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 party from employing an individual who responds in good faith and independently to an advertisement which is made to the public at large.

- 1.9 Client Representation of TWG 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 TWG's current or former employees in any dispute with, or legal proceeding against, TWG or any of TWG's affiliates, members, officers, or employees.
- 1.10 Notices: All formal notices must be in writing to the address first written above.
- 1.11 Confidentiality: The terms of this agreement are confidential. Neither TWG nor the client must 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.
- 1.12 Applicable law: This agreement is interpreted and enforced in accordance with the law of the place where the Center is located. TWG and the Client both accept the exclusive jurisdiction of the courts of such jurisdiction. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.
- 1.12 Enforcing this agreement. The Client must pay any reasonable and proper costs including legal fees that TWG includes in enforcing this agreement.

2. Services and Obligations

- 2.1 Furnished office accommodation(s): TWG is to provide the number of serviced and furnished office accommodation(s) for which the Client has agreed to pay in the Center stated in this agreement. This agreement lists the accommodation(s) TWG has initially allocated for the Client's use. The Client will have a non-exclusive right to the rooms allocated to it. Occasionally TWG may need to allocate different accommodation(s), but these accommodation(s) will be of reasonably equivalent size and TWG will notify the Client with respect to such different accommodation(s) in advance.
- 2.2 Office Services: TWG is to provide during normal opening hours the services, if requested, described in the relevant service description (which is available on request). If TWG decides that a request for any particular service is excessive, it reserves the right to charge an additional fee.
- 2.3 TWGNET: TWG DOES NOT MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF TWG'S NETWORK (OR THE INTERNET) OR OF ANY INFORMATION THAT THE CLIENT PLACES ON IT. The Client should adopt whatever security measures (such as encryption) it believes are appropriate to its circumstances. TWG cannot guarantee that a particular degree of availability will be attained in connection with the Client's use of TWG's network (or the internet). The client's sole and exclusive remedy shall be the remedy of such failure by TWG within a reasonable time after written notice.

3. Providing the Services

- 3.1 Access to the accommodation(s): TWG may need to enter the Client's accommodation(s) and may do so at any time. However, unless there is an emergency or the Client has given notice to terminate, TWG will attempt to notify the Client verbally or electronically in advance when TWG needs access to carry out testing, repair, or works other than routine inspection, cleaning, and maintenance. TWG will also endeavor to respect reasonable security procedures to protect the confidentiality of the Client's business.
- 3.2 Availability at the start of this agreement: If for any reason TWG cannot provide the accommodation(s) stated in this agreement by the date when this agreement is due to start it has no liability to the Client for any loss or damages but the Client may cancel this agreement without penalty. TWG will not charge the Client the monthly office fee for accommodation(s) the Client cannot use until it becomes available. TWG may delay the start date of this agreement provided it provides to the Client alternative accommodation(s) that shall be at least of equivalent size to the accommodation(s) stated in this agreement.

4. Accommodation(s)

- 4.1 The Client must not alter any part of its accommodation and must take good care of all parts of the center, its equipment, fixtures, fittings, and furnishings which you use. The Client is liable for any damage caused by it

- 4.2 or those in the Center with the Client's permission or at the Client's invitation whether express or implied, including but not limited to all employees, contractors, agents, or other persons present on the premises. Insurance: It is the Client's responsibility to arrange insurance for its own property which it brings in to the Center and for its own liability to its employees and to third parties. TWG strongly recommends that the Client put such insurance in place.
- 4.3 Office furniture and equipment: The Client must not install any cabling, IT, or telecom connections without TWG's consent which TWG may refuse at its absolute discretion. As a condition to TWG's consent, the Client must permit TWG to oversee any installations (for example IT or electrical systems) and to verify that such installations do not interfere with the use of the accommodation(s) by other Clients or TWG or any landlord of the building.

5. Use

- 5.1 The Client must only use the accommodation(s) for office purposes. Office use of a "retail" or "medical" nature, involving frequent visits by members of the public, is not permitted.
- 5.2 The Client must not carry on a business that competes with TWG's business of providing serviced office accommodation(s).
- 5.3 The Client's name and address: The Client may only carry on that business in its name or some other name that TWG previously agrees.
- 5.4 Use of the Center Address: The Client may use the Center address as its business address. Any other uses are prohibited without TWG's prior written consent.

6. Compliance

- 6.1 Comply with the law: The Client must comply with all relevant laws and regulations in the conduct of its business. The Client must do nothing illegal in connection with its use of the Business Center. The Client must not do anything that may interfere with the use of the Center by TWG or by others, cause any nuisance or annoyance, increase the insurance premiums TWG has to pay, or cause loss or damage to TWG (including damage to reputation) or to the owner of any interest in the building which contains the Center the Client is using. The Client acknowledges that (a) the terms of the foregoing sentence are a material inducement in TWG'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, entitling TWG to terminate this agreement, without further notice or procedure.

7. TWG's Liability

- 7.1 The extent of TWG's liability: To the maximum extent permitted by applicable law, TWG is not liable to the Client in respect of any loss or damage the Client suffers in connection with this agreement, with the services or with the Client's accommodation(s) unless TWG has acted deliberately or negligently in causing that loss or damage. TWG is not liable for any loss as a result of TWG's failure to provide a service as a result of mechanical breakdown, strike, termination of TWG's interest in the building containing the Center or otherwise unless TWG does so deliberately or is negligent. In no event shall TWG be liable for any loss or damage until the Client provides TWG written notice and gives TWG a reasonable time to put it right. If TWG is liable for failing to provide the Client with any service under this agreement then subject to the exclusions and limits set out immediately below TWG will pay any actual and reasonable expenses the Client has incurred in obtaining that service from an alternative source. If the Client believes TWG has failed to deliver a service consistent with these terms and conditions the Client shall provide TWG written notice of such failure and give TWG a reasonable period to put it right.
- 7.2 EXCLUSION OF CONSEQUENTIAL LOSSES, ETC: TWG WILL NOT IN ANY CIRCUMSTANCE HAVE ANY LIABILITY FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS, OR ANY CONSEQUENTIAL LOSS UNLESS TWG OTHERWISE AGREES IN WRITING. TWG STRONGLY ADVISES THE CLIENT TO INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY.
- 7.3 Financial limits to TWG's liability: In all cases, TWG's liability to the Client is subject to the following limits:
 - Without limit for personal injury or death;
 - Up to a maximum of USD \$2 million/ 1.3 million (or local equivalent) for any one event or series of connected events for damage to the Client's personal property;
 - Up to a maximum equal to 125% of the total fees paid between the date the Client moved into its accommodation(s) and the date on which the claim in question arises or USD\$100,000 / 66,000 (or local equivalent) whichever is the higher, in respect of any other loss or damage.

8. Fees

- 8.1 Taxes and duty charges: The client agrees to pay promptly (i) all sales, use, excise, consumption, and any other taxes and license fees which it is required to pay to any governmental authority (and, at TWG's request, will provide to TWG evidence of such payment) and (ii) any taxes paid by TWG to any governmental authority that are attributable to the accommodation(s), including without limitation, any gross receipts, rent, and occupancy taxes, tangible personal property taxes, stamp tax, or other documentary taxes and fees.
- 8.2 Service Retainer/Deposit: The Client will be required to pay a service retainer/deposit equivalent to two months' of the monthly office fee (plus VAT/Tax where applicable) upon entering into this agreement unless a greater amount is specified on the front of this agreement. This will be held by TWG without generating interest as security for performance of all the Client's obligations under this agreement. The service retainer or any balance after deducting outstanding fees, three months VO fee for the Client's VO agreement, and other costs due to TWG, will be returned to the Client after the Client has settled its account with TWG and funds have cleared.
- 8.3 TWG may require the Client to pay an increased retainer if outstanding fees exceed the service retainer/deposit held and/or the Client frequently fails to pay TWG when due.
- 8.4 The Client will be charged an office set up fee per occupant. Fee amounts are located in the House Rules which can be requested at any time.
- 8.5 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. TWG also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its accommodation(s)) while there are any outstanding fees and/or interest or the Client is in breach of this agreement.
- 8.6 Insufficient Funds: The Client will pay a fee for any returned check or any other declined payments due to insufficient funds.
- 8.7 TWG will increase the monthly office fee each and every anniversary of the start date of this agreement by a percentage amount equal to the increase in the All Items Retail Prices Index, or such other broadly equivalent index which TWG substitutes provided that if the foregoing increase is not permitted by applicable law, then the monthly office fee shall be increased as specified in the House Rules. This will only apply to agreements that have an original start and end date constituting more than a 12-month term. Renewals will be renewed as per clause 1.3 above and only those renewals with a start and end date constituting a term of over 12 months will have the same increase applied.
- 8.8 Standard services: The monthly office 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 TWG at the specified rates for the duration of this Agreement (including any renewal). Where a daily rate applies, the charge for any such month will be 30 times the daily fee. For a period of less than a month the fee will be applied on a daily basis.
- 8.9 Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with TWG's published rate which may change from time to time, are invoiced in arrears and payable the month following the calendar month in which the additional services were provided.

Office	Market Price	Office	Market Price
201	\$900.00	213	\$900.00
202	\$800.00	214	\$800.00
203	\$800.00	215	\$400.00
204	\$800.00	216	\$900.00
205	\$800.00	217	\$900.00
209	\$400.00	218	\$500.00
210	\$500.00	219	\$400.00
211	\$400.00	220	\$500.00
212	\$500.00	221	\$500.00
Large Conference Room	\$300-\$400/day; \$50/hour-2hr min	Small Conference Rooms	Included in rent - must be reserved

217	216		215	214	213
	M A I L	Women		Men	
218	Mech. Room				212
219	Lounge		Conference Room		211
220					210
221					209

201	202	203	204	205	206	207	208
-----	-----	-----	-----	-----	-----	-----	-----

Ala Carte Services	
Telephone Services	Per Office
- Full service telephone line - including phone answering/call forwarding & ability to keep telephone number along with shared fax & 24/7 voicemail access	\$100.00 /month
- Standard telephone line - shared fax & 24/7 voicemail services	\$50.00 /month
Telephone Additional Services	
- Long distance charges	\$0.10/minute
- Unlimited long distance, including faxes	\$50.00 /month
- Private fax line	\$30.00 /month
Internet Services	
- Monthly service fees	\$25.00 / access
- One time set up fee	\$25.00 each user
<small>(Bundled rates for telephone/internet & fax are available.)</small>	
Copying & Printing Services	
- Black & white copy/printing	\$0.10 per page
- Color copies/printing	\$0.20 per page
Document Scanning	\$0.25 per page
Mail & Postage Services	
All postage shall be billed at standard rates	
- PO Box Services	\$20.00 /month
Staff Assistance	\$30.00 /hour
Wear & Tear Fee - one time fee	\$2.00 /sf
Kitchen Services	
- Complimentary coffee/tea are provided	
- There are vending machines featuring snacks and sodas	

*We offer a full range of services. If a service you need is not listed here, ask us for more details. A one-time setup fee may apply to some services; please ask for additional information. Prices are correct and subject to change.

Client Details:	
Company Name:	Phone Number (mobile preferred):
Contact Name:	E-mail:
Address:	

Office Payment Details (excluding tax and services)			
Office Number(s)	Number of People	Market Office Fee	Monthly Office Fee
Total Per Month for Office(s)			

Additional Services	
Type of Service (Telephone/Fax/Voicemail/PO Box)	Monthly Fee
Total Per Month for Services	

Initial Payment	First Month's Fee (Office Only)	
	Service Retainer	
	Total Initial Payment	

Monthly Payment	Total Monthly Payment Thereafter
------------------------	---

Length of Agreement	Start Date	/ /	End Date*	/ /
----------------------------	------------	-----	-----------	-----

*All monthly payments are due on the 1st of each month and all terms end on the last calendar day of the month. Partial months will be prorated.

Comments

This agreement incorporates our terms and conditions attached, which you confirm you have read and understood. We both agree to company with those terms and our obligations as set out in them. Note that the Agreement does not come to end automatically. See "Bringing your Agreement to an end."

Signed on your behalf (Client)

Name (printed): _____
 Title (printed): _____
 Date: _____

FOR INTERNAL USE ONLY

Agreement Date (dd/mm/yy):	/ /
Reference No.:	