

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 WorkVine209 possession and control. THE CLIENT ACCEPTS THAT THIS AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE OR OTHER REAL PROPERTY INTEREST IN THE CLIENTS FAVOUR WITH RESPECT TO THE ACCOMMODATIONS(S). WorkVine209 is giving the Client the right to share with WorkVine209 the use of the Center on these terms and conditions, as supplemented by the House Rules, so that WorkVine209 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 House Rules: The Client must comply with any House Rules which WorkVine209 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 current term unless the term is 12 months or longer in which case the agreement will automatically renew for no more than 12 months unless a signed agreement is executed between client and WorkVine209 (unless legal renewal term limits apply) until brought to an end by the Client or by WorkVine209. 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. The failure of WorkVine209 to apply the increase on the first month of the renewal does not forfeit their right to apply it later in the renewal. However, there shall not be more than one increase during any renewal period unless agreed to by both parties (i.e. a stepped increase).

1.4 Bringing this agreement to an end: Either WorkVine209 or the Client can terminate this agreement at the end date stated on 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 period is for three months or less and either WorkVine209 or the Client wishes to terminate it, the notice period is two months or (if shorter) one week less than the period stated in this agreement.

1.5 Ending the agreement immediately: To the

maximum extent permitted by applicable law, WorkVine209 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 WorkVine209 have given the Client notice to put right and which the Client has failed to put right within fourteen (14) 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 WorkVine209 puts an end to this agreement for any of these reasons it does not put an end to any outstanding obligation, including additional service used and the monthly office fee for the remainder or the period for which this agreement would have lasted if WorkVine209 had not ended it.

1.6 If the Center is no longer available: In the event that WorkVine209 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.

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. Upon the Client's departure or if the Client, at its option, chooses to relocate to different rooms within the Center, WorkVine209 will charge an office restoration fee to cover normal cleaning and testing and to return the accommodation(s) to its original state. This fee is listed in the House Rules. WorkVine209 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 WorkVine209 may dispose of it at the Client's cost in any way WorkVine209 chooses without owing the Client any responsibility for it or any proceeds of sale. When a Client vacates its accommodation(s) invariably WorkVine209 continues to receive the Client's mail, faxes, telephone calls, and visitors. In order to professionally manage the redirection of the Client's calls, mail, faxes and visitors WorkVine209 charges a one-time business continuity service. This service lasts for three months after the end of the date of this agreement. If in the event that there are no calls, mail, or faxes or visitors this service will not be applied. This fee is located in the house rules.

1.8 Employees: While this agreement is in force

and for a period of six months after it ends, neither WorkVine209 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 the WorkVine209 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 WorkVine209's current or former employees in any dispute with, or legal proceeding against, WorkVine209, or any of WorkVine209 affiliates, members, officers or employees.

1.10 Notice: All formal notices must be in writing to the address first written above.

1.11 Confidentiality: The terms of this agreement are confidential. Neither WorkVine209 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 relevant Center is located. WorkVine209 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.

1.13 Enforcing this agreement: The Client must pay any reasonable and proper costs including legal fees that WorkVine209 incurs in enforcing this agreement.

2. Services and Obligations

2.1 Furnished office accommodation(s): WorkVine209 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 list the accommodation(s) WorkVine209 has initially allocated for the Client's

use. The Client will have a non-exclusive right to the rooms allocated to it. Occasionally WorkVine209 may need to allocate different accommodation(s), but these accommodations will be of reasonably equivalent size and WorkVine209 will notify the Client with respect to such different accommodation(s) in advance.

2.2 Office Services: WorkVine209 is to provide during normal opening hours the services, if requested, described in the relevant service description (which is available on request). If WorkVine209 decides that a request for any particular service is excessive, it reserves the right to charge an additional fee.

2.3 WorkVine209 Executive IT: WorkVine209 does not make any representations as to the security of WorkVine209 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. WorkVine209 cannot guarantee that a particular degree of availability will be attained in connection with the Client's use of WorkVine209's network (or the internet). The Client's sole and exclusive remedy shall be the remedy of such failure by WorkVine209 within a reasonable time after written notice.

3. Providing the Services

3.1 Access to the accommodation(s): WorkVine209 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, WorkVine209 will attempt to notify the Client verbally or electronically in advance when WorkVine209 needs access to carry out testing, repair or work other than routine inspection, cleaning and maintenance. WorkVine209 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 WorkVine209 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 of damages, but the Client may cancel this agreement without penalty. WorkVine209 will not charge the Client the monthly office fee for accommodation(s) the Client cannot use until it becomes available. WorkVine209 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 the Client uses. The Client is liable for any damage cause by it or those in the Center with the Client's permission or at the Client's invitation whether expressed or implied, including but not limited to all employees, contractors, agents, or other persons present on the premises.

4.2 Office Furniture and Equipment: The Client must not install any cabling, IT or telecom connections without WorkVine209's consent, which WorkVine209 may refuse at its absolute discretion. As a condition to WorkVine209 consent, the Client must permit WorkVine209 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 WorkVine209 or any landlord of the building.

4.3 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. WorkVine209 strongly recommends that the Client put such insurance in place.

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 business that competes with WorkVine209 Executive Center'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 WorkVine209 previously agrees.

5.4 Use of the Center Address: The Client may use the Center address as it business address. Any other uses are prohibited without WorkVine209 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 WorkVine209 or by others, cause

any nuisance or annoyance, increase the insurance premiums WorkVine209 has to pay, or cause loss or damage to WorkVine209 (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 WorkVine209'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 WorkVine209 to terminate this agreement, without further notice or procedure.

7. WorkVine209's Liability

7.1 The extent of WorkVine209's liability: To the maximum extent permitted by applicable law, WorkVine209 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 WorkVine209 has acted deliberately or negligently in causing that loss or damage. WorkVine209 is not liable for any loss as a result of WorkVine209's failure to provide a service as a result of mechanical breakdown, strike, termination of WorkVine209's interest in the building containing the Center or otherwise unless WorkVine209 does so deliberately or is negligent. In no event shall WorkVine209 be liable for any loss or damage until the Client provides WorkVine209 written notice and gives WorkVine209 a reasonable time to put it right. If WorkVine209 is liable for failing to provide the Client with any with any service under this agreement, then subject to the exclusions and limits set out immediately below WorkVine209 will pay an actual and reasonable expenses the Client has incurred in obtaining that service from an alternate source. If the Client believes WorkVine209 has failed to deliver a service consistent with these terms and conditions the Client shall provide WorkVine209 written notice of such failure and give WorkVine209 a reasonable period to put it right.

7.2 Exclusion of consequential losses, etc: WorkVine209 will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to date, third party claims or any consequential loss unless WorkVine209 otherwise agrees in writing. WorkVine209 strongly advises the Client to insure against all such potential loss, damage, expense, or liability.

7.3 Financial limits to WorkVine209 liability: In all cases, WorkVine209's liability to the Client is subject to the following limits.

- Without limit for personal injury or death;

- Up to a maximum of \$2 million 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 \$100,000 whichever is higher, in respect of any other loss or damage.

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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 is required to pay to any governmental authority (and, WorkVine209's request, will provide WorkVine209 evidence of such payment) and (ii) any taxes paid by WorkVine209 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 and other documentary taxes and fees.

8.2 Service Retainer/Deposit: The Client will be required to pay a service retainer/deposit of \$250 office fee upon entering into this agreement unless a greater amount is specified on the front of this agreement. This will be held by WorkVine209 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, the Business Continuity and Office Restoration Service and other cost due to WorkVine209, will be returned to the Client after the Client has settled its account with WorkVine209 and funds have been cleared.

8.3 WorkVine209 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 WorkVine209 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. This fee is listed in the House Rules. 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. WorkVine209 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 \$75.00 fee for any returned check or any other declined payments due to insufficient funds.

8.7 WorkVine209 will increase the monthly office fee each and every anniversary by a percentage 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 WorkVine209 at the specified rate 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 go services, plus, applicable taxes, in accordance with WorkVine209's published rates 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.

8.10 Discounts, Promotions, and Offers: If the Client benefited from a special discount, promotion, or offer, WorkVine209 may discontinue that discount, promotion or offer if the Client breaches these terms and conditions or becomes past due on two or more occasions.