

THE METROPOLITAN BUSINESS CENTER

TERMS AND CONDITIONS Virtual Clients

Met Center AV Inc. is committed to the service it offers its clients and has created terms and conditions governing the use of its Business Center ("Center"). The Terms and Conditions set forth herein apply to the person(s), company and its representative(s) named in this Agreement ("Client" or "You"). Met Center AV Inc. is not responsible to You for any mail, phone calls, or faxes received, or for any services to be performed for any other individuals or entities except as named in this Agreement.

1. This Agreement contract terms and conditions

1.1 Nature of this agreement: The whole of the Center remains in Company 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 ACCOMMODATIONS. Company is giving the Client the right to share with Company the use of the Center on these terms and conditions, as supplemented by the Center CCR's (House Rules), so that Company can provide the services to the Client. This Agreement is personal to the Client and cannot be transferred to anyone else at any time or shared with other businesses. This agreement is composed of the front page describing the accommodations(s) titled - Office Service Agreement (incorporating the Memorandum of Understanding-MOU), the present Terms and Conditions, and the basic House Rules. It is understood that included in these terms are the complete written House Rules provided for review at the time of Client use of Center.

2. Product Definition:

2.1 Basic Package: Entitles Client to receive mail at the Center specified in this Agreement ("designated Center"). Client may use the address of the designated Center for business correspondence subject to exception in certain locations. Included are reception courtesies & services that include mail notification, up to 5 letters and 5 envelopes scanned and emailed, letter shredding. Pricing is a \$59/standard monthly fee subject to additional charges and promotional incentives.

2.2 Plus Package: Basic package plus; access to Internet (Wi-Fi); access to executive conference room with 4 hours per month included; access to private offices for 4 hours per month, includes 50 black & white copies / faxes (certain restrictions apply); up to 10 letters/envelopes scanned and email forwarded. Pricing is a \$169/standard monthly fee subject to additional charges and promotional incentives.

2.3 Premium Package: Includes all services detailed in sections 2.1 and 2.2; a total of 100 black & white copies / faxes; a total of 7 hours of scheduled private office and 7 hours of scheduled conference room usage per month at the designated Center; up to 20 letter/envelopes scanned and email forwarded. Pricing is a \$299/standard monthly fee subject to additional charges and promotional incentives.

2.4 Customized Phone Package: In addition to items 2.1, 2.2, 2.3, Client may add a telephone/live reception services package inclusive of phone #, call forwarding and live receptionist. Selected service details and pricing are to be clearly itemized on the Office Service Agreement, pricing varies.

2.5 Other Services: The following services are available for an additional charge according to our published rates, which are occasionally subject to change. These include, but are not limited to: (i) secretarial and administrative services, (ii) telephones (lines and usage), (iii) voice- mail, (iv) broadband internet access, (v) courier service, (vi) office, meeting and conference rooms, (vii) hospitality (food & beverage), (viii) media, (ix) messaging (x) mail forwarding, (xi) bookkeeping, (xii) CA registered agent.

3. Your Agreement:

3.1 Duration: Your Agreement lasts for the period stated in it and will then automatically be extended for successive periods equal to the initial term but no less than 3 months (or such other renewal terms have been agreed between us) until brought to an end by you or by us. 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 current market rate.

3.2 Bringing your Agreement to an end: Either of us 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 a thirty day written notice to the other. **On the date of termination and thereafter, you may no longer use or advertise the Center address as your business address.**

3.3 Termination for cause: We may put an end to your Agreement immediately by giving you notice if you become insolvent, go into liquidation or become unable to pay your debts as they fall due; or you are in breach of one of your obligations which cannot be put right or which we have given notice to put right and which you have failed to put right within five (5) days of the notice; or your conduct, or that of someone at the Center with your permission or at your invitation, is incompatible with ordinary office use. If we put an end to the Agreement for any of these reasons it does not put an end to any then outstanding obligations you may have and you must pay for additional services you have used; and pay the standard fee for the remainder of the period for which your Agreement would have lasted had we not ended it; and indemnify us against all reasonable and proper costs and losses we may incur as a result of the termination, including actual and reasonable attorneys fees and court costs.

3.4 Consequential loss: If for any reason we cannot provide you with any service our liability is limited to crediting to you or returning to you a fair proportion of the relevant fee. To the extent permitted by law, we have no liability whatsoever for any consequential loss as a result of any- thing we, or our staff, do or fail to do.

3.5 Employees: Client acknowledges and agrees that Client will be working with employees of the Center who have been trained by, and at the time and expense of, Met Center AV. During the term of this Agreement, and for a period of one year after the termination of this Agreement, with or without cause, Client agrees that Client will not solicit employment of, offer employment to, or hire, whether as an employee or independent contractor or otherwise, any person who was an employee of Met Center AV at any time during the term of this Agreement. If Client breaches the restrictions contained in this paragraph, Client acknowledges and agrees that damages would be difficult to ascertain with a reasonable degree of certainty and further agrees to pay to Met Center AV as liquidated damages, and not as a penalty, a sum equal to twenty (20%) of the employee's annual salary as of said employee's last day of employment with Met Center AV. Payment will be due on written demand.

3.6 Applicable Law: This Agreement is interpreted and enforced in accordance with the law of the State where the relevant Center is located. It is mutually agreed to accept the exclusive jurisdiction of the courts of such jurisdiction.

3.7 Notices: All formal notices must be in writing.

3.8 Attorney's Fees: In any action or other legal proceeding arising from this Agreement, the prevailing party in the matter shall be entitled to recover its costs and reasonable attorneys' fees.

3.9 Confidentiality: The terms of your Agreement are confidential. Neither of us may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues after your Agreement ends.

THE METROPOLITAN BUSINESS CENTER

3.0 Subordination: Your Agreement is subordinate to our lease with our landlord and to any other agreements to which our lease with our landlord is subordinate.

4.0 Use:

4.1 Purpose: You must only use the accommodation for office purposes and only for the business stated in your Agreement or subsequently agree with us in writing as an amendment to this Agreement.

4.2 Non-compete: You must not carry on a business that competes with our business of providing serviced office accommodations.

4.3 Your name and address: You may only conduct business in your name or some other name previously agreed upon. You must not put any signs on the doors or anywhere else visible from outside the rooms you are using. You may use the Center as your business address, subject to local requirements, which may include signing a separate letter agreement, or obtaining a business license. You may not use the Center as a registered agent address for service-of-process purposes unless authorized to do so within the scope of your Agreement.

4.4 House Rules Compliance: You must comply with the House Rules which Center impose generally on users of the Center whether for reasons of health and safety, fire precautions or otherwise. You must not bring animals into the Center. You must not play music or use amplification equipment in a way that can be heard outside your rooms.

4.5 Office furniture and equipment: You must not install any furniture or office equipment, cabling, IT, or telecom connections without our consent, which we may refuse at our absolute discretion.

4.6 Keys and security: Any keys or entry cards that we let you use remain our property at all times. You must not make any copies of them or allow anyone else to use them without our consent. Any loss must be reported to us immediately and you must pay the cost of replacement keys or cards and of changing locks, if required. A minimum charge of \$50.00 is required for re-keying. If you are permitted to use the Center outside of normal business hours, it is your responsibility to lock the doors to your accommodation and to the Center when you leave.

4.7 Comply with the law: You must comply with all relevant laws and regulations in the conduct of your business. You must not do anything that may interfere with the use of the Center by us or by others, cause any nuisance or annoyance, increase the insurance policy, or cause loss or damage to us or to the owner of any interest in the building which contains the Center. You acknowledge that (a) the terms of this section are a material inducement to us for the execution of your Agreement and (b) any violation by you of this section shall constitute a material default by you hereunder, entitling us to terminate your Agreement, and to pursue any other remedies available at law or equity.

5. Liability:

5.1 Our liability: Our failure to provide a service as a result of mechanical breakdown, weather, failure of staff, termination of our interest in the building containing the Center or otherwise, shall not constitute a default hereunder, nor shall we be liable for any damages arising there from, including without limitation, incidental, consequential, special or punitive damages, or loss of business, nor shall it constitute a constructive eviction or breach of the implied covenant of quiet enjoyment by Client; nor shall any amounts owed to Met Center AV under this Agreement be abated unless the failure to provide service is deliberate or grossly negligent. We are also not liable for any failure until you have informed us by written notice and given us a reasonable time to correct it. 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 OF ANY INTERRUPTION OF SERVICES.

5.2 Insurance: It is your responsibility to arrange insurance for your own property, which you bring into the Center, and for your own liability to your employees and to third parties.

5.3 Suspension of services: We may notify you that the Center or services are temporarily unavailable to you for weather, or other events beyond our reasonable control. In this event, your standard fees for this time period will be suspended and/or prorated.

5.4 Indemnification: You agree to indemnify us in respect of all liability, claims, damages, loss and expenses, which may arise (except to the extent caused by our gross negligence or willful misconduct), (A) if someone dies or is injured while in the accommodation you are using (B) from a third party use of the Center and services at Your request or for Your benefit, and (C) from a failure to comply with the terms of your Agreement.

6. Fees

6.1 Base service fee: The base fee is payable in **advance** in full by the **5th day** of each month with respect to the standard services to be provided during such calendar month. For a period of less than a month the fee will be prorated on a daily basis.

6.2 Additional services fees: Fees for additional services are invoiced in arrears and payable on the 5th day of the month following the calendar month in which the services were performed. An itemized invoice will be provided.

6.3 Taxes: You agree to pay promptly (i) all sales, use, excise and any other taxes and license fees which you are required to pay any governmental authority (and, at our request, will provide to us evidence of such payment) and (ii) any taxes paid by us to any governmental authority that are attributable to the office, including, with-out limitation, any gross receipts, rent and occupancy taxes, or tangible personal property taxes.

6.4 Activation fee: You will be required to pay a one-time service activation fee according to package selected. Basic/\$0; Plus/\$45; Premium/\$65; Phone/\$199 (includes equipment deposit if applicable). This is a non-refundable fee.

6.5 Service retainer fee: You may be required to pay a service retainer equivalent to one month's standard fee if you frequently fail to pay us when due or your outstanding balance exceeds one month's standard fee.

6.6 Late Payment: If you do not pay fees when due, a fee will be charged on all overdue balances. Late charges will be assessed at 1.5% per month on any outstanding balances. In the event of assignment of your account to collections, we are entitled to collection agency fees as specified: 25% for full service, 35% for attorney involvement/litigation and 50% for special handling such as bankruptcy, closed business and skip tracing. If you dispute any part of an invoice you must pay the amount not in dispute by the due date or be subject to late fees. We also reserve the right to withhold services (including for the avoidance of doubt, denying you access to the designated Center) while there are any outstanding fees or you are in breach of this Agreement.

6.7 Insufficient Fees: You will pay a fee of \$35 for any returned check or any other declined payments due to insufficient funds.

6.8 Annual Indexation: We will increase your standard monthly fee each and every anniversary of the start date of your agreement by a percentage amount equal to the increase in the All Items Retail Prices Index, or such other broadly equivalent index that we substitute, over the previous year plus 2%. This will only apply to agreements that have an original start and end date constituting more than a 12 month term. Renewals do not fall within this category and will be reviewed as per clause 3.1 ("Duration").