OFFICE HOUSE RULES | US

These are The Provider's House Rules which may change from time to time and which apply between The Provider and The Client (defined in the House Rules as “The Customer”) in relation to a Business Centre.

Accommodation(s)

1. Upon Move In: The Provider will ask The Customer to sign an inventory of all accommodation, furniture and equipment The Customer is permitted to use, together with a note of its condition, and details of the keys or entry cards issued to The Customer.

2. Signage: The Customer may not put up any signs on the doors of their accommodation or anywhere else that is visible from outside the room. The Customer is using without written approval from the local Business Centre team. The Provider reserves the right to charge a fee for any signage and to specify its design to ensure it remains in keeping with the Centre's design.

3. Property: The Customer must take good care of all parts of the Business Centre, its equipment, fittings and furnishings that they use. The Customer must not alter any part of it.

4. Keys and Security: Any keys or entry cards which the Provider lets The Customer use remain the Provider’s property at all times. The Customer must not make any copies of the keys and/or entry cards or allow anyone else to use them without the Provider’s consent. Any loss must be reported to the Provider immediately and The Customer must pay a reasonable fee for replacement keys or cards and of changing locks, if required. This rule improves security levels of the Business Centre. If The Customer is permitted to use the Business Centre outside normal working hours it is The Customer’s responsibility to lock the doors to their accommodation and to the Business Centre when they leave. This is to ensure the safety of individuals and property at the Business Centre.

Use of the Business Centre

1. Entrances and Exits: The Customer shall not leave open any corridor doors, exit doors or door connecting corridors during or after business hours. For security purposes and if The Customer does so, it will be at The Customer's own risk. All corridors, halls, elevators and stairways shall not be obstructed by The Customer or used for any purpose other than egress and ingress. The Customer can only use public areas with the consent of Provider and those areas must be kept neat and attractive at all times.

2. Name and Address: At The Customer's request and cost, The Provider is happy to include The Customer's name in the house directory at the Business Centre, where this facility is available. The Customer must not use the name of The Provider in any way in connection with their business. The Customer may not use the Business Centre as The Customer’s registered address for service-of-process.

3. Phone Number: The Customer agrees that the phone number(s) assigned to The Customer are for The Customer’s use during the term of The Customer’s agreement. The phone numbers remain the property of The Provider and The Customer has no contractual or vested interests in the present telephone service, telephone service or telephone numbers provided by The Provider. If The Customer chooses to have the phone number listed in the local 411 or directory assistance, The Customer authorises The Provider to procure and arrange the listing for The Customer and The Customer agrees to pay any fees for such listing. The Customer agrees not to list the phone number in any “white or yellow” pages.

4. Employees and Guests: The Customer's employees and guests shall conduct themselves in a businesslike manner; proper business attire shall be worn at all times; the noise level will be kept to a level so as not to interfere with or annoy other Customers and The Customer will abide by The Provider's directives regarding security, keys, parking and other such matters common to all occupants. No part of the office or Business Centre may be used for overnight accommodation.

5. Equipment: The Customer shall not, without The Provider's prior written consent, store or operate in their office(s) or the Business Centre(s), any computer (excepting a personal computer) or any other large business machine, reproduction equipment, heating equipment, stove, radio, stereo equipment or other mechanical amplification equipment, vending or coin operated machine, refrigerator, boiler or coffee equipment. Additionally, The Customer must not conduct a mechanical business therein, do any cooking therein, or use or allow to be used in the building where the Business Centre is located, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Business Centre. No offensive gases, odours or liquids shall be permitted. No weapons concealed or otherwise, shall be permitted. The Business Centre is intended to be used solely for office use.

6. Electrical: The electrical current shall be used for ordinary lighting, powering personal computers and small appliances only unless written permission to do otherwise shall first have been obtained from The Provider at an agreed cost to The Customer. If The Customer requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at The Customer’s expense by the personnel designated by The Provider.

7. Common Areas: The Customer may not conduct business in the hallways, reception area or any other area except in The Customer’s designated office without the prior written consent of The Provider.

8. Animals: The Customer shall bring no animals into the Building other than assistance animals.

9. Businessworld Membership: Your complimentary Businessworld Membership can be used in any The Provider's locations outside of your home centre where your office/virtual office is located. Use of the The Provider's Business Lounges will be governed by the Businessworld terms and conditions which are conveniently located on www.regus.com.

10. Manufacturing and Storage: The Customer shall not use the Business Centre for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes. The Customer shall not occupy or permit any portion of the Business Centre to be occupied or used for the manufacture, sale, gift or use of liquor, narcotics or tobacco in any form.
11. Locks: No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Business Centre by The Customer nor shall any changes be made to existing locks or the mechanisms thereof.

12. Soliciting: Canvassing, soliciting and peddling in the Building are prohibited and The Customer shall not solicit other Customers for any business or other purpose without the prior written approval of The Provider.

13. Property: All property belonging to The Customer or any of The Customer's employee, agent or invitee shall be at the risk of such person only and The Provider shall not be liable for damages thereto or for theft or misappropriation thereof.

14. Smoking: Smoking of any type i.e. nicotine or electronic or any other form, shall be prohibited in all public areas, including conference and training rooms. No smoking shall be permitted at any time in any area of the Business Centre (including open or closed offices).

15. Harassment: The Customer or The Customer's officers, directors, employees, shareholders, partners, agents, representatives, contractors, customers, or invitees shall be prohibited from participating in any type of harassing, discriminatory or abusive behavior to The Provider's team members, other Customers or invitees, verbal or physical in the Business Centre for any reason. Any breach of this rule is a material breach of your agreement (not capable of remedy) and your agreement may be terminated immediately and services will be suspended without further notice.

Services and Obligations

16. Furnished Office Accommodation: The Customer shall not affix anything to the windows, walls or any other part of the office or the Business Centre or make alterations or additions to the office or the Business Centre without the prior written consent of The Provider.

17. Office Services: The Provider is happy to discuss special arrangements for the use of the facilities outside the Business Centre standard business opening hours or, the standard working days where the Business Centre is located. There may be an additional charge for such special arrangements. This can be discussed at the time of arrangement.

18. Pay-As-You-Use Services: All of the pay-as-you-use services are subject to the availability of the Business Centre staff at the time of any service request. The Provider will endeavour to deal with a service request at the earliest opportunity and provide the additional service The Customer requires, but The Provider will not be held responsible for any delay.

- If in The Provider’s opinion, The Provider decides that a request for any pay-as-you-use service is excessive; The Provider reserves the right to charge an additional fee at The Provider’s usual published rates based on the time taken to complete the service. This will be discussed and agreed between The Provider and The Customer at the time The Customer makes such request.

19. Service Availability: Services will be available during standard business opening hours. Internet access and phone lines are available after hours and weekends.

20. Fair Usage: Where unlimited services (e.g. telephone calls, printing, scanning etc.) are included within a service package these are subject to a fair usage as defined by the Provider. The Provider reserves the right to limit or withdraw The Customers use without notice if the Provider feels The Customer is in breach of fair usage.

The Provider’s Services Agreement

21. The Provider’s Services Agreement: Provider may transfer the benefit of your agreement and our obligation under it at any time. This clause reflects the fact that The Customer is taking a serviced office agreement and not a lease and that The Provider retains overall control of the Business Centre. The Customer has no real-property or commercial property interest of any kind in the building where the Business Centre is located. Where The Customer is a company and it merges with another or The Customer needs to allow an affiliate to use the services provided under the Services Agreement, The Customer will explain the need for any change to The Provider and The Provider gives careful consideration in each case. The Provider needs to make sure The Provider knows and is satisfied with the identity of each occupant of the Business Centre.

22. Data Protection: The Customer agrees that we may process, disclose or transfer (including outside the EEA - European Economic Area to other countries which are part of our international network from time to time) any personal data which we hold on or in relation to The Customer provided that in doing so we take such steps as we consider reasonable to ensure that it is used only

- To fulfil our obligations under your agreement;
- For work assessment and fraud prevention; or
- To make available information about new or beneficial products and services offered by us and other organizations which we consider may be of interest to The Customer.

Please be aware that countries outside the EEA - European Economic Area - may not have laws in force to protect The Customer’s personal data.

23. Subordination: This agreement is subordinate to The Provider’s lease with The Provider’s landlord and to any other agreements to which The Provider’s lease with the landlord is subordinate.

24. Applicable Law: The present House Rules shall be governed by the law of the place where the relevant centre is located. The Provider and The Customer both accept the exclusive jurisdiction of the courts of such jurisdiction. If any provision of these rules is held void or unenforceable under the applicable law, the other provisions shall remain in force.

25. Annual Indexation: For all agreements with a term greater than 12 months the indexation applied (on the 13th month to the monthly office rate) of the All Items Retail Prices Index +2% will be substituted by CPI or 4%, whichever is greater.
26. Cross Default: The Customer agrees that, if The Customer is in default under a service agreement with The Provider at a different business centre (“Different Location Agreement”) to the one specified in this Agreement, The Provider may recover any unpaid sums due under a Different Location Agreement from The Customer under this Agreement and that The Provider may, in particular (but not limited to), withhold services under this Agreement or deduct sums from the retainer held under this Agreement in respect of such unpaid sums.

27. Termination: The Provider has the right to terminate the Agreement immediately if The Customer is or becomes (i) identified on the Specially Designated Nationals and Blocked Persons List maintained by the U.S Department of the Treasury Office of Foreign Assets Control (“OFAC”) or on any similar list (collectively, the “List”), or (ii) a person, entity, or government with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. The Provider reserves the right to immediately suspend services and/or terminate the agreement if The Provider determines that The Provider’s facility or address is being used in connection with possible fraudulent activity or activity that may be a violation of laws or governmental regulations.

28. Company Name Change: If there is a need to change the name of your company, requests must be made in writing and addressed to the Centre Manager or made through MyRegus. Please note that these requests will be processed 60 days from the beginning of the next calendar month. Any invoices prior will be in the current company name and cannot be changed.

29. Liability for Services: The Customer is liable for all fees and any other amounts for which services are requested or rendered regardless of whether a payment made by any particular medium is declined or rejected in whole or in part. If requested by The Provider, The Customer will immediately pay by a alternate form of payment that The Provider accepts.

30. Credit Card Authorization: If The Customer elects to pay fees and any other amounts owed to The Provider by credit card, The Customer will self-provision payment details in a secured online system which authorizes The Provider to charge The Customer for amounts owed to The Provider.

31. Automated Payment Processing: If you have a payment card for your primary payment method of your monthly invoices please note your card will be charged 5-7 days prior to or up to the due date. You will receive an email confirmation upon the processing of your card for your records. If you have Direct Debit for your primary payment method of your monthly invoices please note your account will be charged 3 days prior to the due date. You will receive an email notice if your payment is unable to be processed successfully.

Fees

32. Standard Services: The standard fee and any fixed, recurring services requested by The Customer are billed in advance and payable upon receipt of the invoice. Where a daily rate applies, the charge for any such month will be 30 times the standard fee. For a period of less than a month the standard fee will be applied on a daily basis. Recurring services will be provided by PROVIDER at the specified rates for the duration of your Agreement (including any renewal). If The Customer has a need to cancel a recurring service they may request this at any time up to the notification due date of the agreement. The cancellation will be applied from the first day of the renewal start.

33. Pay-as-you-use (one-off) Services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with our published rates which may change from time to time, are billed in arrears and payable upon receipt of the invoice. For The Customer’s convenience, the Service Price Guide, which may change time to time, list many commonly requested services and their costs. If you require a service not shown in the Service Price Guide, such as postage, shipping labels, courier or overnight delivery services, please ask a centre team member for the cost as it may include a convenience and administrative fee. Additional services are subject to the availability of The Provider’s centre staff to accommodate such requests at the time each such request is made.

34. Office Restoration Service: A fee of $2.50 per square foot for each occupied office will be charged upon The Customer’s departure or if The Customer, at The Customer’s option, chooses to relocate to different rooms within the Centre. The Provider reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.

35. Business Continuity Service: An optional Business Continuity service is available for 3 months following departure from the Provider, to cover the management of mail, fax, calls and visitors. Prices can be obtained upon request.

If the Business Continuity service is purchased:
- The Provider will provide an out of hours pre-recorded message on your existing phone confirming your new number.
- Should any visitors come to your Regus office, our professional receptionist team will give them your new office address. We will also provide a 1-page flyer with all your new contact information to make it easy for your visitors to find you.
- We will continue to collect mail and faxes to ensure you don’t miss any correspondence. If you choose to have them forwarded to your new address, we will do so at the preferred customer rates.
- If the Business Continuity package is not purchased:
  - Phones will be disabled with no forwarding message.
  - Mail will be returned to sender.
  - No information will be given to customers other than they no longer have space there.

36. Late Payment and Penalty: All invoices are due upon receipt. Late fee dates will vary based on the type of service/invoice that is provided. At any time, the Customer may ask the centre team on what date a late fee will be assessed. If the Customer does not pay fees when due, a service fee of $25 plus a penalty equal to 3 times the legal interest rate will be charged on all overdue balances under $1,000. For balances equal to or greater than $1,000 a fee of $50 plus a penalty equal to 3 times the legal interest rate will apply. If the Customer disputes any part of an invoice, the Customer must pay the amount not in dispute by the due date or be subject to such late fee and penalty. The Provider also reserves the right to withhold services (including for the avoidance of doubt, denying the Customer access
37. Insufficient Funds: The Customer will pay a fee of $50 or the maximum amount permitted by law for any returned cheque or any other declined payment due to insufficient funds.

38. Retainer Maintenance Fee: Any retainer not claimed after 120 days will be charged a monthly $25 account maintenance fee.

**Liability**

39. Mail: The Customer releases The Provider from any liability arising out of or incurred in connection with any mail or packages received on The Customer’s behalf.

**Force Majeure**

40. Force Majeure: The Provider shall have no liability to The Customer under this agreement if it is prevented from, or delayed in, performing its obligations under this agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. The Provider’s obligation to perform its obligations shall be suspended during the period required to remove such force majeure event. The Provider shall notify The Customer as soon as reasonably possible of the force majeure event and propose a suitable alternative accommodation (if any) in the same Business Centre or in another available business centres.

**IT and Technology Policy**

41. Introduction: This Policy forms part of The Provider’s Internet Connectivity Order and applies where The Customer wishes to use The Provider’s Telecommunication and Internet connectivity services and equipment.

The Provider is considered a Downstream Service Provider (DSP), which means The Provider provides a personalised connection to the Internet which is managed and protected via a firewall.

- The Provider’s Internet service provides The Customer with an Internet connection that supports regular business activity such as web browsing, the ability to send and receive electronic communications, access to business applications and the like.
- The service is based on a symmetrical leased line connection or similar technology that is shared with other individual The Provider’s Customers within the same The Provider’s office building.
- The Provider can provide The Customer with reserved bandwidth in various capacities, subject to availability. This provides an uncontended, symmetrical connection of the selected size. The service provides The Customer with the following capability:
  - The ability to deploy public IP addressing.
  - The option to run server based solutions that require inbound connectivity (e.g. an FTP, web or mail server).
  - The option to run “site to site” VPN connections.
  - The Customer is also able to deploy its own “firewall” to manage its own LAN and VPN connections should The Customer wish to do so.

42. The Provider’s Internet and Telecommunications Policy

47.1 Content: The Customer acknowledges that The Provider does not monitor the content of information transmitted through The Provider’s telecommunications lines or equipment, which includes, but is not limited to, Internet access, telephone, fax lines and data lines (“Telecommunications Lines”). The Customer further acknowledges that The Provider is merely providing a conduit for The Provider’s Internet transmissions, similar to a telephone company, and that The Provider accepts no liability for the content of transmissions by The Customer.

47.2 Restrictions: The Provider Internet service may be used only for lawful purposes and shall not be used in connection with any criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include without limitation theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; violation of export control laws or regulations; libel or defamation; threats of physical harm or harassment; or any conduct that constitutes a criminal offence or gives rise to civil liability. The Customer is responsible for maintaining the basic security and virus protection of The Customer’s systems to prevent their use by others in a manner that violates the Service Agreement. The Customer is responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

47.3 The Provider’s Internet Access – Per User Basis: The Provider grants The Customer access to The Provider’s Internet service on a per user access basis. In the event of The Customer increasing the number of users by utilising a proxy server or by other means, The Customer agrees to pay the The Provider fee for each user who accesses the Internet, either directly or through a proxy server.

47.4 Unauthorized Access: In no event may The Customer increase its authorized access points to the Telecommunications/Data lines by means of wire splitting or any other method including wireless devices. In the event of The Customer breaching paragraph 46.3
The Provider Internet Access - Per User Basis), above, or this paragraph, The Provider may disconnect all of The Customer's access to the Telecommunications/Data lines upon three (3) business days prior written notice to The Customer. The Customer shall pay all The Provider fees for any unauthorized Telecommunications/Data Lines use upon invoice from The Provider. The Provider shall have no obligation to reconnect The Customer to the Telecommunications/Data Lines until such fees have been paid in full and The Customer has ceased to make unauthorized access.

47.5 **The Customer Installed Telecommunications Lines:** It is part of The Provider business model to provide Telecommunications Lines to its Customers. The Customer may not bypass the use of The Provider's Telecommunications Lines by installing its own direct Telecommunications Lines. On a case by case basis, The Provider may grant The Customer authorisation to install direct Telecommunications Lines upon written request by The Customer. This permission will only be granted on the agreement of The Customer, to make a monthly payment of a direct access fee as set by The Provider which will be equal to the monthly The Provider’s Internet fee, the Telecoms package fee or both.

47.6 **Security Violations:** The Customer is prohibited from engaging in any violations of system or network security. The Provider Internet service may not be used in connection with attempts - whether or not successful - to violate the security of a network, service, or other system. Examples of prohibited activities include, without limitation, hacking, cracking into, monitoring, or using systems without authorization; scanning ports; conducting denial of service attacks; and distributing viruses or other harmful software. The Provider reserves the right to suspend the Internet access upon notification from a recognized Internet authority or ISP regarding such abuse. The Provider may disconnect The Customer's equipment and withhold services if The Provider considers that The Customer's hardware or software is, or has become, inappropriate for connection to The Provider's network. The Customer is responsible for the Customer's own virus protection on The Customer's systems and hardware.

47.7 **The Provider’s Internet Services:** Services are only available at The Provider’s locations and connection to The Provider’s network is only permitted at those locations or via The Provider’s provided services. The Customer must not create any links between The Provider’s network and any other network or any telecommunications service without The Provider’s consent.

47.8 **Revisions to this Policy:** The Provider may modify this Policy at any time, with or without notice.

47.9 **Special Requirements:**

Where The Customer is using its own wireless access points, The Customer requires written approval from The Provider, prior to implementation. The use of The Customer’s own wireless router will result in a service charge based upon the total number of users (the total number of contracted work stations being the minimum) in The Customer's designated office space. It is to note that the following ports are blocked through The Provider’s firewall for outbound traffic: H323, Napster_8888, Nbd, nbt, TCP-135, TCP-139, TCP-1433, TCP-1434, UDP-1434.

Video conferencing services are not allowed on The Provider’s Data Network without written approval from The Provider’s IT Director. If approval is gained then The Customer will be required to take Reserved Bandwidth to support the solution.

The Provider’s Mail relay server is limited to 128 recipients / 32MB per message. It cannot be used as a smarthost.

48. **DISCLAIMER OF LIABILITY FOR THIRD PARTY PRODUCTS:** As part of its services to The Customer, The Provider may provide third party Internet access and computer hardware and software (“Third Party Services”). The Provider disclaims any and all liability, including any express or implied warranties, whether oral or written, for such third party services. The Customer acknowledges that no representation has been made by The Provider as to the fitness of the third party services for The Customer’s intended purpose.

49. **DISCLAIMER OF LIABILITY FOR THE CUSTOMER’S EQUIPMENT:** All the customer equipment stored in The Provider’s Telecommunications Room is stored at The Customer’s own risk. The Provider disclaims any and all liability for such equipment and shall not be liable for any losses or damage to such equipment.

50. **DISCLAIMER OF INDIRECT DAMAGES FROM LOSS OF SERVICE:** The Provider does not provide any service level agreement to The Customer in regard to provision or loss of service for its Internet services. The Provider shall not be liable for any indirect damages, including lost profits, arising out or resulting from any loss of service or degradation of connectivity/access to the Internet with the Service Agreement, even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.

51. **DISCLAIMER OF INDIRECT DAMAGES:** The Provider shall not be liable for any indirect damages, including lost profits, arising out or resulting from the Service Agreement even if the other party has been advised of the possibility of such damages. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.