



entrepreneurs POINT

Lease Agreement

Address: 202-203, 2nd Floor, 117 Peter Street, Toronto | 1.855.305.3338; 1.416.977. 9998
Email: info@entrepreneurspoint.com

Client Details			
Company Name:		Centre:	1000
Contact Name: Ben Ngenzi		Reference No:	1000

Office Details (excluding VAT/Tax and Services)			
	Monthly	One Year	Over 1 year
Private Office			
Meeting Room			
Hot Desk/Lounge			
Virtual Office			
Business Address			
Other Services			
Total Per Month (CAD)			

Please place an "X" in the shaded box next to your preferred option:

Option A: I agree **Option B: I agree** **Option C: I agree** **I do not wish to renew**

Name of Binding Officer (printed):

Name (printed):

Title (printed): Director

Title (printed):

Date:

Date:

SIGNED on your behalf (Client)

**FOR: Entrepreneurs Point:
Manager**

**Start Date of Lease/
Renewal:**

_____ 2017

Renewal To be
discusses at Expiration

_____ 2017

Comments:

1. Charge my Card automatically

2. No of Check Deposit:

| 2 security Checks Deposited _____ | _____ Total: \$CAD _____ || _____

SIGNED on our behalf

Terms & Conditions

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 Centre remains in Entrepreneurs Point' possession and control. THE CLIENT ACCEPTS THAT THIS AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE OR OTHER REAL PROPERTY INTEREST IN THE CLIENT'S FAVOUR WITH RESPECT TO THE ACCOMMODATION(S). Entrepreneurs Point is giving the Client the right to share with Entrepreneurs Point the use of the Centre on these terms and conditions, as supplemented by the House Rules, so that Entrepreneurs Point 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 Entrepreneurs Point imposes generally on users of the Centre. The House Rules vary from country to country and from Centre to Centre and these can be requested locally. 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 but no less than 3 months (unless legal renewal term limits apply) until brought to an end by the Client or by Entrepreneurs Point. 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 Entrepreneurs Point 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 three months written notice to the other. However, if this agreement, extension or renewal is for three months or less and either Entrepreneurs Point 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 this agreement immediately: To the maximum extent permitted by applicable law, Entrepreneurs Point 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 Entrepreneurs Point 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 Centre with its permission or invitation, is incompatible with ordinary office use .

If Entrepreneurs Point 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 Entrepreneurs Point had not ended it. 1.6 If the Centre is no longer available: In the event that Entrepreneurs Point is permanently unable to provide the services and accommodation(s) at the Centre 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. Entrepreneurs Point will try to find suitable alternative accommodation(s) for the Client at another Entrepreneurs Point Centre. 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 Centre, Entrepreneurs Point will charge an Office Restoration Service fee to cover normal cleaning and testing and to return the accommodation(s) to its original state. This fee will differ by country and is listed in the House Rules. Entrepreneurs Point 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 Centre Entrepreneurs Point may dispose of it at the Client's cost in any way Entrepreneurs Point chooses without owing the Client any responsibility for it or any proceeds of sale. When a Client vacates its accommodation(s) invariably Entrepreneurs Point 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

Entrepreneurs Point 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, faxes or visitors this service will not be applied. This fee is located in the house rules.

If the Client continues to use the accommodation(s) when this agreement has ended the Client is responsible for any loss, claim or liability Entrepreneurs Point incurs as a result of the Client's failure to vacate on time. Entrepreneurs Point 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 Entrepreneurs Point nor the Client may knowingly solicit or offer employment to any of the other's staff employed in the Centre. This obligation applies to any employee employed at the Centre 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 Entrepreneurs Point 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 Entrepreneurs Point' current or former employees in any dispute with, or legal proceeding against, Entrepreneurs Point, or any of Entrepreneurs Point' 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 Entrepreneurs Point 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 Centre is located. Entrepreneurs Point 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. In the case of Japan all agreements will be interpreted and enforced by the Tokyo District Court, and in the case of France, any dispute regarding this agreement will be settled by the relevant courts of the Paris jurisdiction. 1.13 Enforcing this agreement: The Client must pay any reasonable and proper costs including legal fees that Entrepreneurs Point incurs in enforcing this agreement.

2. Services and Obligations

2.1 Furnished office accommodation(s): Entrepreneurs Point is to provide the number of serviced and furnished office accommodation(s) for which the Client has agreed to pay in the Centre stated in this agreement. This agreement lists the accommodation(s) Entrepreneurs Point has initially allocated for the Client's use. The Client will have a non-exclusive right to the rooms allocated to it. Occasionally Entrepreneurs Point may need to allocate different accommodation(s), but these accommodation(s) will be of reasonably equivalent size and Entrepreneurs Point will notify the Client with respect to such different accommodation(s) in advance.

2.2 Office Services: Entrepreneurs Point is to provide during normal opening hours the services, if requested, described in the relevant service description (which is available on request). If Entrepreneurs Point decides that a request for any particular service is excessive, it reserves the right to charge an additional fee. 2.3 Entrepreneurs PointNET: ENTREPRENEURS POINT DOES NOT MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF ENTREPRENEURS POINT' 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. Entrepreneurs Point cannot guarantee that a particular degree of availability will be attained in connection with the Client's use of Entrepreneurs Point' network (or the internet). The Client's sole and exclusive remedy shall be the remedy of such failure by Entrepreneurs Point within a reasonable time after written notice.

3. Providing the Services

3.1 Access to the accommodation(s): Entrepreneurs Point 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, Entrepreneurs Point will attempt to notify the Client verbally or electronically in advance when Entrepreneurs Point needs access to carry out testing, repair or works other than routine inspection, cleaning and maintenance. Entrepreneurs Point 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 Entrepreneurs Point 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. Entrepreneurs Point will not charge the Client the monthly office fee for accommodation(s) the Client cannot use until it becomes available. Entrepreneurs Point 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 centre, its equipment, fixtures, fittings and furnishings which the Client uses. The Client is liable for any damage caused by it or those in the Centre 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.

4.2 Office furniture and equipment: The Client must not install any cabling, IT or telecom connections without Entrepreneurs Point's consent, which Entrepreneurs Point may refuse at its absolute discretion. As a condition to Entrepreneurs Point's consent, the Client must permit Entrepreneurs Point 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 Entrepreneurs Point 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 Centre and for its own liability to its employees and to third parties. Entrepreneurs Point 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 a business that competes with Entrepreneurs Point'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 Entrepreneurs Point previously agrees. 5.4 Use of the Centre Address: The Client may use the Centre address as its business address. Any other uses are prohibited without Entrepreneurs Point'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 Centre. The Client must not do anything that may interfere with the use of the Centre by Entrepreneurs Point or by others, cause any nuisance or annoyance, increase the insurance premiums Entrepreneurs Point has to pay, or cause loss or damage to Entrepreneurs Point (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 Entrepreneurs Point'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 Entrepreneurs Point to terminate this agreement, without further notice or procedure.

6.2 The Client's personal data may be transferred outside the European Union where Entrepreneurs Point has a Centre for the purposes of providing the services herein. Entrepreneurs Point has adopted internal rules to ensure data protection in accordance with European regulations.

7. Entrepreneurs Point' Liability

7.1. The extent of Entrepreneurs Point' liability: To the maximum extent permitted by applicable law, Entrepreneurs Point 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 Entrepreneurs Point has acted deliberately or negligently in causing that loss or damage. Entrepreneurs Point is not liable for any loss as a result of Entrepreneurs Point' failure to provide a service as a result of mechanical breakdown, strike, termination of Entrepreneurs Point' interest in the building containing the Centre or otherwise unless Entrepreneurs Point does so deliberately or is negligent. In no event shall Entrepreneurs Point be liable for any loss or damage until the Client provides Entrepreneurs Point written notice and gives Entrepreneurs Point a reasonable time to put it right. If Entrepreneurs Point 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 Entrepreneurs Point will pay any actual and reasonable expenses the Client has incurred in obtaining that service from an alternative source. If the Client believes Entrepreneurs Point has failed to deliver a service consistent with these terms and conditions the Client shall provide Entrepreneurs Point written notice of such failure and give Entrepreneurs Point a reasonable period to put it right. 7.2. EXCLUSION OF CONSEQUENTIAL LOSSES, ETC.: ENTREPRENEURS POINT WILL NOT IN ANY CIRCUMSTANCES 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 ENTREPRENEURS POINT OTHERWISE AGREES IN WRITING. ENTREPRENEURS POINT STRONGLY ADVISES THE CLIENT TO INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY.

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 Entrepreneurs Point' request, will provide to Entrepreneurs Point evidence of such payment) and (ii) any taxes paid by Entrepreneurs Point 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 Entrepreneurs Point 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 costs due to Entrepreneurs Point, will be returned to the Client after the Client has settled its account with Entrepreneurs Point and funds have been cleared.

8.3 Entrepreneurs Point 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 Entrepreneurs Point 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 Payment: Entrepreneurs Point is continually striving to reduce its environmental impact and supports its clients in doing the same. Therefore Entrepreneurs Point will send all invoices electronically (where allowed by law) and the Client will make payments via an automated method such as Direct Debit or Credit Card, wherever local banking systems permit.

8.6 Late payment: If the Client does not pay fees when due, a fee will be charged on all overdue balances. This fee will differ by country and 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. Entrepreneurs Point 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.

8.7 Insufficient Funds: The Client will pay a fee for any returned cheque or any other declined payments due to insufficient funds. This fee will differ by country and is listed in the House Rules.

8.8 Entrepreneurs Point 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 Entrepreneurs Point 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.

8.9 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 Entrepreneurs Point at the specified rates for the duration of this Agreement (including any renewal). Specific due dates will differ by country and are listed in the House Rules. 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.

8.10 Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with Entrepreneurs Point'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. Specific due dates will differ by country and are listed in the House Rules.

8.11 Discounts, Promotions and Offers: If the Client benefited from a special discount, promotion or offer, Entrepreneurs Point 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.