

RULES OF THE ROAD

Venture Lane reserves the right change these Rules from time to time. The Rules apply between Venture Lane and the Member with respect to the Member's use of the Startup Hub.

Fees

1. Standard Services: The standard fee and any fixed, recurring services requested by the Member 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. All services will renew automatically at the prevailing market rate. If a recurring service needs to be cancelled, the Member simply needs to make this request to Venture Lane by email to admin@theventurelane.com. However, please note any service already invoiced will remain payable (no credit will be issued).
2. Unlimited Coffee & Tea/Kitchen Amenity Service: Allows the Member and their visitors access to unlimited self-service coffee, hot beverages and water options, which are included in the membership fee.
3. Office Restoration Service: Venture Lane reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.
4. Increases: We reserve the right to increase monthly membership fees at our sole discretion upon not less than thirty (30) days notice to you if your membership period has been for more than three months. For all memberships that have continued for a period greater than 12 months the monthly membership fee will increase (commencing with the membership fee for the 13th month). The monthly increase will be calculated by multiplying the then current monthly membership fee by the CPI All Items Retail Prices Index +2% or 4%, whichever is greater.
5. Late Payment and Penalty: All invoices are due upon receipt. Late fee dates will vary based on the type of service/invoice provided. At any time, the Member may ask the Venture Lane manager on what date a late fee will be assessed. If the Member does not pay fees when due, a service fee of \$25 plus 5% penalty will be charged on all overdue balances under \$1,000. For balances equal to or greater than \$1,000 a fee of \$50 plus 5% penalty will apply. If the Member disputes any part of an invoice, the Member must pay the amount not in dispute by the due date or be subject to such late fee and penalty.
 - a. Venture Lane also reserves the right to withhold services (including for the avoidance of doubt, denying the Member access to the Startup Hub) while there are any outstanding fees, penalties and interest or the Member is in breach of these Rules or any other agreement with Venture Lane.

6. Insufficient Funds: The Member will pay a fee of \$50, or the maximum amount permitted by law, for any returned check or any other declined payment due to insufficient funds.
7. Retainer/deposit: For security, Venture Lane may return the required two month retainers/deposits, or the balance then due you via bank transfer or ACH or by any other method chosen by Venture Lane.
8. Credits and Overcharges: Your monthly fee includes a certain number of credits for copies and use of the meeting rooms. If your use exceeds the amount of copies or time in the meeting rooms, you will be charged. The credits included in your monthly fee and the charges for excess use are provided at theventurelane.com.
9. Taxes. You will promptly pay (a) all sales, use, excise, value added and any other taxes which you are required to pay to a governmental authority (and, at our request will provide evidence of payment) and (b) all sales, use, excise, value added and any other taxes attributable to your membership within ten (10) days of receipt of an invoice from Venture Lane for such amount.

IT and Technology Policy

1. Introduction: This Policy forms part of Venture Lane's Internet Connectivity Order and applies where the Member wishes to use Venture Lane's Telecommunication and Internet connectivity services and equipment. Venture Lane is considered a Downstream Service Provider (DSP), which means Venture Lane provides a personalized connection to the Internet which is managed and protected via a firewall.
 - a. Venture Lane's Internet service provides the Member with an Internet connection supporting regular business activity such as web browsing, the ability to send and receive electronic communications, access to business applications and the like.
 - b. Venture Lane's internet service is based on a symmetrical leased line connection or similar technology shared with other individual Venture Lane Members.
2. Venture Lane's Internet and Telecommunications Policy:
 - a. Content: The Member acknowledges Venture Lane does not monitor the content of information transmitted through Venture Lane's telecommunications lines or equipment, which includes, but is not limited to, Internet access, telephone, fax lines and data lines ("Telecommunications Lines"). The Member further acknowledges Venture Lane is merely providing a conduit for the Member's Internet transmissions, similar to a telephone company, and Venture Lane accepts no liability for the content of transmissions by the Member.

- b. Restrictions: Venture Lane 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 constituting a criminal offence or which gives rise to civil liability. The Member is responsible for maintaining the basic security and virus protection of the Member's systems to prevent their use by others in a manner that violates any agreement with Venture Lane. The Member is responsible for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.
- c. Unauthorized Access: In no event may the Member increase its authorized access points to the Telecommunication Lines by means of wire splitting or any other method including wireless devices. In the event of the Member breaching any of the provisions of this Section 2, Venture Lane may disconnect all of the Member's access to the Telecommunication Lines upon three (3) business days prior written notice to the Member. The Member shall pay all Venture Lane fees for any unauthorized use by it of any Telecommunications Lines upon invoice from Venture Lane. Venture Lane shall have no obligation to reconnect the Member to the Telecommunications/Data Lines until such fees have been paid in full and the Member has ceased to make unauthorized access.
- d. Prohibition of Member Installed Telecommunications Lines: The Member may not bypass the use of Venture Lane's Telecommunications Lines by installing its own direct Telecommunications Lines.
- e. Security Violations: The Member is prohibited from engaging in any violations of system or network security. Venture Lane 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. Venture Lane reserves the right to suspend the Internet access upon notification from a recognized Internet authority or ISP regarding such abuse. Venture Lane may disconnect the Member's equipment and withhold services if Venture Lane considers the Member's hardware or software is, or has become, inappropriate for connection to Venture Lane's network. The Member is responsible for the Member's own virus protection on the Member's systems and hardware.
- f. Venture Lane's Internet: Connection to Venture Lane's network is only permitted via Venture Lane's provided services. The Member must not create any links between

Venture Lane's network and any other network or any telecommunications service without Venture Lane's consent, which may be withheld in its sole discretion.

- g. Revisions to this Policy: Venture Lane may modify or replace this Policy at any time, with or without notice and the Member shall be subject to such changes or replacement without any further action by it. In the event that such change or replacement is not acceptable to the Member, the Member may terminate its agreement with Venture Lane upon thirty (30) days notice to Venture Lane.
- h. Special Requirements:
 - i. Where the Member is using its own wireless access points, the Member requires written approval from Venture Lane, prior to implementation. The use of the Member's own wireless router will result in a service charge based upon the total number of desks which the Member has the right to use.
 - ii. The installation of video conferencing hardware in the Startup Hub is not allowed without Venture Lane's written approval.
 - iii. Your computers, tablets, mobile devices and other electronic equipment must be (i) kept up-to-date with the latest software updates provided by the software vendor and (ii) kept clean of any malware, viruses, spyware, worms, Trojans, or anything that is designed to perform malicious, hostile and/or intrusive operations. We reserve the right to remove any device from our networks that poses a threat to our networks or Members until the threat is removed;
- i. Disclaimer of Liability for Third Party Products: As part of its services to the Member, Venture Lane may provide third party Internet access and computer hardware and software ("Third Party Services"). Venture Lane disclaims any and all liability, including any express or implied warranties, whether oral or written, for such Third Party Services. The Member acknowledges that no representation has been made by Venture Lane as to the fitness of the Third Party Services for the Member's intended purpose.
- j. Disclaimer of Liability for the Member's Equipment: Any Member equipment stored in the Startup Hub is stored at the Member's own risk. Venture Lane disclaims any and all liability for such equipment and shall not be liable for any losses or damage to such equipment.
- k. Disclaimer of Indirect Damages from Loss of Service: Venture Lane does not provide any representation or assurance of the service level available to the Member in regard to provision or loss of service for its Internet services. Venture Lane shall not be liable for any indirect or consequential damages, including lost profits, arising out or resulting from any loss of service or degradation of connectivity/access to the Internet. The foregoing shall apply, to the fullest extent permitted by law, regardless of the negligence or other fault of either party.

- I. Disclaimer of Indirect Damages: Venture Lane 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.

Services and Obligations

1. Furnished Office Accommodation: The Member shall not affix anything to the windows, walls or any other part of the Startup Hub other than whiteboards in a Private Office or make alterations or additions to the Startup Hub without the prior written consent of Venture Lane.
2. Office Services: Standard business operating hours are Monday through Friday, 9am to 6pm, but exclude those days which are state or federal holidays. Members shall have access at all times. Venture Lane is happy to discuss special arrangements for the provision of services outside the Startup Hub standard business opening hours or, normal working days. There may be an additional charge for such special arrangements. This can be discussed at the time of arrangement.
3. Pay-As-You-Use Services: All of the pay-as-you-use services are subject to the availability of the Startup Hub staff at the time of any service request. Venture Lane will endeavor to deal with a service request at the earliest opportunity and provide the additional service the Member requires, but Venture Lane will not be held responsible for any delay or unavailability of such services. If in Venture Lane's opinion a request for any pay-as-you-use service is excessive, Venture Lane reserves the right to charge an additional fee based on the time taken to complete the service. This will be discussed and agreed between Venture Lane and the Member at the time the Member makes such request.
4. Service Availability: Services will be available during standard business opening hours. Internet access and phone lines are available 24/7/365. Heat and air conditioning may only be available during the standard business operating hours described above.
5. Conference Rooms: Member use of a conference room is subject to availability. A conference room can only be booked via the website theventurelane.com on a first come, first served basis. All personal property, equipment and trash must be removed from the conference room when the Member's use of the room has ended.

Member's Work Space

1. Upon Move-In: Venture Lane will ask the Member to sign an inventory of all furniture and equipment the Member has the exclusive use of, together with a note of its condition, and details of the keys or entry cards issued to the Member.
2. Signage: Venture Lane will provide complimentary signage within 2 weeks of move-in date. The Member may not put up any other signs on the doors of their offices or anywhere else visible from outside the office the Member is using without written approval from Venture Lane.

Any requested change in the signage will require Venture Lane's consent. Requests must be made in writing and addressed to Venture Lane at admin@theventurelane.com. The Member will reimburse Venture Lane for the costs of providing any replacement signage when the member makes the first payment of its fees after receipt of an invoice from Venture Lane for the cost of such signage.

3. Venture Lane's Property: The Member must take good care of all parts of the Startup Hub, its equipment, fittings and furnishings they use. The Member must not alter any part of it.
4. Keys and Security: Any keys or entry cards which Venture Lane lets the Member use remain Venture Lane's property at all times. The Member must not make any copies of the keys and/or entry cards or allow anyone else to use them without Venture Lane's consent. Any loss must be reported to Venture Lane immediately and the Member must pay a reasonable fee for replacement keys or cards and of changing locks, if required. This rule improves security levels of the Startup Hub. If the Member is permitted to use the Startup Hub outside normal working hours, it is the Member's responsibility to lock the doors to their accommodation and to the Startup Hub when they leave. This is to ensure the safety of individuals and property at the Startup Hub.

Use of the Startup Hub

1. Entrances and Exits: The Member shall not leave open any external exits during or after business hours for security purposes; and if the Member does so, it will be at the Member's own risk and the Member shall be responsible for any resulting loss, costs or damages. Elevators and stairways shall not be obstructed by the Member or used for any purpose other than entering and exiting.
2. Phone Number: The Member agrees the phone number(s) assigned to the Member are for the Member's use during the term of the Member's agreement. The phone numbers remain the property of Venture Lane and the Member has no contractual or vested interests in the present telephone service or telephone numbers provided by Venture Lane
3. Employees and Guests: It is the Member's obligation to ensure that its employees and guests shall conduct themselves in a business-like manner; noise will be kept to a level so as not to interfere with or annoy other Members; and the Member will promptly abide by Venture Lane's directives regarding conduct, noise, security, keys and other such matters common to all occupants. No part of the Startup Hub may be used for overnight accommodation.

4. Equipment: The Member shall not, without Venture Lane's prior written consent, store or operate in the Startup Hub, 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. No weapons concealed or otherwise, shall be permitted. The Startup Hub is intended to be used exclusively for office use.
5. Electrical: The electrical current shall be used for ordinary lighting, powering personal computers and small appliances only unless written permission to do otherwise was first obtained from Venture Lane at an agreed cost to the Member. If the Member requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at the Member's expense by the personnel designated by Venture Lane.
6. Our Reserved Rights: We are entitled to access any part of the Startup Hub used by you, with or without notice, in connection with our provision of services, for safety or emergency purposes or for any other purposes. We may temporarily move furniture used by you. We reserve the right to alter offices, provided that we will not do so in a manner that substantially decreases the square footage of your office or related amenities, and to alter the layout of the rest of the Startup Hub and the orientation or location of work areas. We may also modify or reduce the services provided to you at any time. Services may be provided by us, an affiliate or a third party.
7. Office Space Not Timely Available: If we are unable to make the use of the Startup Hub available by the date designated for the commencement of your use, we will not be subject to any liability related to such inability. In such event you may elect to terminate the Service Agreement by notice to Venture Lane.
8. Animals: The Member shall bring no animals into the Building other than assistance animals.
9. Locks: No additional locks or bolts of any kind shall be placed upon any of the offices by the Member nor shall any changes be made to existing locks or the mechanisms thereof.
10. Member's Property: All property belonging to the Member or any of the Member's employees, agents or invitees shall be at the risk of such person only and Venture Lane shall not be liable for damages thereto or for theft or misappropriation thereof.
11. Smoking: Smoking of any type shall not be permitted at any time in the Startup Hub (including in Private Offices).
12. Harassment: The Member or the Member's officers, directors, employees, shareholders, partners, agents, representatives, contractors, Members, or invitees shall be prohibited from participating in any type of harassing, discriminatory or abusive behavior, verbal or physical to Venture Lane's staff, other Members or invitees, in the Startup Hub 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.

13. Health and Safety: In order to ensure all Center Members have a safe and secure working environment, the Member, their employees and visitors must comply with all health and safety requirements set out by Venture Lane, by law and as are otherwise applicable to the Startup Hub.
14. Refund Policy: If the Member is not satisfied with their office(s) or desk, and there are no other options in the Startup Hub that are satisfactory, Venture Lane will cancel the Member's agreement and return the initial payment (pro-rated Member fees and retainer) received as long as the Member has given written notice to Venture Lane within the first seven days after the start date of the agreement. Any award under the Refund Policy is ultimately at the sole discretion of Venture Lane.
15. Removal of Property Upon Termination: Prior to the termination or expiration of this Agreement, you will remove all of your property from the Startup Hub. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in or on the Startup Hub after the termination or expiration of this Agreement and will not have any obligation to store such property, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal.
16. Employees: The Member shall not solicit or offer employment to any employee of Venture Lane, unless such employee has responded in good faith to an advertised employment opportunity made to the general public. Failure to comply with the terms of this section shall entitle Venture Lane to a payment equal to the remuneration Venture Lane paid to such employee in the six months preceding the last date of such employee's employment.

Venture Lane's Services Agreement

1. Venture Lane's Services Agreement: Venture Lane may transfer the benefit of your agreement and our obligation under it at any time. This clause reflects the fact the Member is taking a temporary license to use the Startup Hub and its facilities and not a lease and Venture Lane retains overall control of the Startup Hub. The Member has no real property or commercial property interest of any kind in the Startup Hub or in the building where the Startup Hub is located. Where the Member is a company and it merges with another or the Member needs to allow an affiliate to use the services provided under the agreement with Venture Lane, the Member will explain the need for any change to Venture Lane and Venture Lane will give careful consideration to each such request. Venture Lane needs to make sure Venture Lane knows and is satisfied with the identity of each occupant of the Startup Hub.
2. Data Protection: The Member agrees Venture Lane may process, disclose or transfer any personal data which it holds on or in relation to the Member provided in doing so we take such steps as we consider reasonable to ensure it is used only
 - a. To fulfill our obligations under your agreement;

- b. For work assessment and fraud prevention; or
 - c. To make available information about new or beneficial products and services offered by Venture Lane and other organizations which we consider may be of interest to the Member.
- 3. Subordination: This agreement is subordinate to Venture Lane's lease with Venture Lane's landlord and to any other agreements to which Venture Lane's lease with the landlord is subordinate.
- 4. Termination: Venture Lane has the right to terminate the Agreement immediately if the Member 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. Venture Lane reserves the right to immediately suspend services and/or terminate the agreement if Venture Lane determines Venture Lane's facility or address is being used in connection with possible fraudulent activity or activity potentially in violation of laws or governmental regulations. Venture Lane reserves the right to immediately suspend services and/or terminate the agreement if Venture Lane determines Venture Lane's facility or address is being used in connection with possible fraudulent activity or activity potentially in violation of laws or governmental regulations.
- 5. Mail: The Member releases Venture Lane from any liability arising out of or incurred in connection with any mail or packages received on the Member's behalf.
- 6. Services: The Member 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 Venture Lane, the Member will immediately pay by an alternate form of payment accepted by Venture Lane.

Force Majeure

- 1. Force Majeure: Venture Lane shall have no liability to the Member 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, transport network or internet connection or service, 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. Venture Lane's obligation to perform its obligations shall be suspended during the period required to remove such force

majeure event. Venture Lane shall notify the Member as soon as reasonably possible of the force majeure event and propose a suitable alternative accommodation (if any) in the Startup Hub.