

FLEXLEASE WORKSPACES TERMS AND CONDITIONS

1 Definitions

"**Hodge Properties Limited**", "**we**" or "**us**" means the Hodge Properties Limited entity.

"**Agreement**" means, collectively, these Terms & Conditions (the "Terms and Conditions"), the attached Membership Details Form cover page(s) (the "Membership Details Form"), the Limitation of Liability Provisions, the Rules and any other attachments, exhibits, and/or supplements.

"**Commitment Term**" means the period of time from the Start Date to the last day of the period set forth on the Membership Details Form under "Commitment Term" with respect to each Individual Office Number or work stations, and which may be extended upon mutual agreement of the parties. If no End Date is specified in the Membership Details Form, the Commitment Term will be one (1) month.

"**End Date**" means the date specified in the Membership Details Form upon which the Services being provided with respect to each Individual Office Number will end.

"**Individual Office Number**" means each individual office number and/or workspace location as may be specified in the Membership Details Form. If the symbol "0" is included on the Membership Details Form, you authorise us to insert the agreed Individual Office Number(s) into your Membership Details Form prior to the Start Date.

"**Limitation of Liability Provisions**" means any limitation of liability provisions in place from time to time in respect of the Premises.

"**Member**" means each person you authorise to receive the Services (defined below) (each Member granted a "Membership").

"**Member Company**" or "**you**" means the company, entity, or individual entering into this Agreement as listed in the Membership Details Form.

"**Member Network**" means the online community to be accessed through the Member- mobile application or the Premises website.

"**Office Space**" means the actual office or workspace corresponding to the Individual Office Number(s), taken together.

"**Premises**" means a building or portion of a building in which Hodge Properties Limited offers offices, workstations, other workspaces, and/or other services to Members.

"**Primary Member**" means the primary in-Premises Member contact for Hodge Properties Limited and the individual who is authorised to legally bind your Member Company to this Agreement.

"**Privacy Policy**" means the Hodge Properties Limited Property Group Privacy Policy as published from time to time on our website.

"**Regular Business Days**" are all weekdays, except weekends and local public holidays.

"**Regular Business Hours**" and the hours for which the Office Space will be comfortable for office work are from 9:00 a.m. to 6:00 p.m. on Regular Business Days.

"**Rules**" means the rules for use and occupation of the Office Space and the Premises as determined by us from time to time.

"**Services**" means the services provided to you and your Members specified in clause 2.1.

"**Start Date**" means the date set forth in the Membership Details Form upon which the Services will begin being provided with respect to each Individual Office Number.

2 Membership benefits

2.1 Services

- (a) Subject to the terms and conditions of this Agreement, and any other policies we make available to you with prior notice from time to time, during the Term (defined below), we will use commercially

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reasonable efforts to provide you (and your Members, as applicable) the following services:

- (i) non-exclusive access to and use of the Office Space;
- (ii) regular maintenance of the Office Space;
- (iii) furnishings for the Office Space of the quality and in the quantity typically provided to other member companies with similar office space, workstations, and/or other workspace, as applicable, in the Premises;
- (iv) access to and use of the Member Network in accordance with the terms of services available on the Member Network;
- (v) access to and use of the shared Internet connection in accordance with the WiFi Network Terms of Service available on the Member Network;
- (vi) heat and air-conditioning in the Office Space during Regular Business Hours;
- (vii) electricity for reasonably acceptable administrative office use; and
- (viii) use of kitchens and beverages made available to our members and

member companies.

(together, the **Services**).

For the avoidance of doubt, other services may be provided for an additional fee, including (but without limitation):

- (ix) conference rooms in the Premises;
- (x) use of the printers, copiers and/or scanners situated in the Premises;
- (xi) car parking or bike parking space(s);
- (xii) Phone and IT services; and
- (xiii) Storage or Lockers

2.2 Reserved rights

We are entitled to access your Office Space, with or without notice, in connection with:

- (a) our provision of the Services;
- (b) for safety or emergency purposes; or
- (c) for any other purposes.

We may temporarily move furnishings contained in your Office Space. We reserve the right to alter or relocate your Office Space, provided that we will not do so in a manner that substantially decreases the area of your assigned Office Space. We may also modify or reduce the list of Services or furnishings provided for your Office Space at any time. The Services may be provided by us, an affiliate or a third party.

3 Members

3.1 Member list

You are responsible for maintaining the accuracy of your list of Members on the Member Network (your "Member List"). Only those

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individuals included on the Member List will be deemed to be "Members" and entitled to receive the Services described in this Agreement. To the extent permitted by law, all of your Members shall be required to provide valid government issued identification in order for a Member's access to be activated for the Premises.

Upon the addition of a Member to the Member List, we will create a profile for that Member on the Member Network. You acknowledge and agree that such profile will be viewable by us, our employees and agents, and other members.

3.2 Changes to or removal of a Primary Member

- (a) You warrant that the Primary Member generally has, on your behalf, the sole authority to enter into, make changes to or terminate this Agreement.
- (b) The Primary Member will serve as our primary contact regarding matters that involve your Members, the physical Office Space or the Premises. The Primary Member is designated by you on the Membership Details Form, and the Primary Member will serve as the individual who will bind you to the Agreement.
- (c) We will be entitled to rely on communications to or from the Primary Member as notice to or from you. However, an executive officer of the applicable Member Company ("Legal Representative") will have the authority to override the request of the Primary Member, as applicable, provided that we receive such a request within 24 hours following such Primary Member's request.

4 Membership fees and payments

4.1 Payments due upon signing

You must pay the first instalment of the Membership Fee to us by no later than the Start Date.

4.2 Membership Fee

- (a) During the Commitment Term, your Membership Fee will be due monthly and in advance on the first day of each month.
- (b) By paying the first instalment of the Membership Fee, you authorise and direct us to charge monthly instalments of the Membership Fee to the credit or debit card nominated by you on the Membership Details Form.
- (c) You are obligated to make payment of all Membership Fees owed throughout the Commitment Term and this obligation is absolute notwithstanding any early termination of the Agreement by you ("Membership Fee Obligations").
- (d) The Membership Fee covers the Services for only the number of Members indicated in the Membership Details Form.

4.3 Review of Membership Fee

If, with our consent, you remain in occupation of the Office Space after expiry of the Commitment Term, we may change the Membership Fee to the then current fee payable as if you were entering into a new agreement for the occupation and use of the Office Space.

4.4 Invoices, financial information

We will send or otherwise provide invoices and other billing-related documents, information and notices to the Primary Member or, if a Billing Contact is indicated on the Membership Details Form, the Billing Contact.

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4.5 Late fees

If payment for the Membership Fee or any other accrued and outstanding fee is not made by the tenth (10th) day of the month in which such payment is due, you will be responsible for paying the late charge calculated as being 2% above the BNZ Commercial Lending Rate (or if such rate ceases to exist such alternative like rate as we may nominate) from time to time.

4.6 Refunds

Unless agreed otherwise in writing, there shall be no refunds of any fees or other amounts paid by you or your Members in connection with the Services.

4.7 GST

means goods and services tax in terms of the Goods and Services Tax Act 1985, at the prevailing rate.. If GST is imposed on any supply made under this agreement, the recipient of the taxable supply will pay the supplier an additional amount equal to the GST payable on or for the supply. If any other taxes are imposed or levied in connection with this agreement, you will pay to us the amount of such taxes.

5 Term and termination

5.1 Term

- (a) This Agreement will commence on (and we will have no obligation to provide you with the Services until) the later of:
- (i) the Start Date;
 - (ii) the date that we receive payment of the first instalment of the Membership Fee pursuant to clause 4.1; or
 - (iii) the date you provide evidence of your insurances as required under clause 6.6.

(b) Unless otherwise set forth on the Membership Details Form that the Agreement will not be subject to automatic renewal, following the Commitment Term, this Agreement shall continue on a month-to-month basis on the terms contained in this Agreement.

(c) If no Commitment Term is indicated on your Membership Details Form, the Commitment Term shall commence on the Start Date and end one (1) full calendar month after the Start Date.

5.2 Termination by you

You may terminate this Agreement by providing written notice to us prior to the month in which you intend to terminate this Agreement ("Termination Effective Month"). The termination will be effective on the last Regular Business Day of the Termination Effective Month.

5.3 Termination or suspension by us

- (a) We may withhold Services or immediately terminate this Agreement:
- (i) upon breach of this Agreement by you or any Member;
 - (ii) upon termination, expiration or material loss of our rights in the Premises;
 - (iii) if any outstanding fees are still due after we provide notice to you;
 - (iv) if you or any of your Members fail to comply with the terms and conditions of the Member Network Terms of Service, our WiFi Network Terms of Service, the Rules or any

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- other policies, instructions or directions provided by us or applicable to you; or
- (v) at any other time, when we, in our sole discretion, and having given you reasonable notice if appropriate, consider you are unfit to continue to occupy the Office Space having regard to your conduct and that of the individuals set forth on your Member List and any feedback received from other members at the Premises.
- (b) You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of this Agreement.

5.4 Removal of property upon termination.

- (a) Prior to the termination or expiration of this Agreement, you must remove all of your, your Members', and your or their guests' property from the Office Space and Premises.
- (b) After providing you with reasonable notice, we will be entitled to dispose of any property remaining in or on the Office Space or Premises 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 or disposal of such property.

- You will be responsible for paying any fees reasonably incurred by us regarding such removal.
- (c) You agree that we will have no implied obligation as a bailee or custodian, and you hereby indemnify us and agree to keep us indemnified in respect of any claims of any third parties in respect of such property.
- (d) Following the termination or expiration of this Agreement, we will not forward or hold mail or other packages delivered to us.

5.5 Deregistration of registered address

- (a) You must not use an address provided by us as your registered address unless you have received our prior written consent.
- (b) If, following the receipt of such written consent, you are using the Office Space as your registered office, within 28 days of the termination or expiration of this Agreement, you must:
- (i) complete the change of address procedures with the relevant local authorities; and
- (ii) provide to us proof of such change.

6 Additional agreements

6.1 Information technology

You acknowledge and agree that:

- (a) we do not make any representation or warranty as to the security of our network;
- (b) we cannot guarantee a particular degree of availability will be achieved

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- in connection with your use of our network;
- (c) in order to utilise the printers in the Premises, you may need to install the appropriate printer drivers onto your computer; and
- (d) you may request that we troubleshoot problems you may have with respect to printing, the Internet connection or other issues. If we are able to provide these services, they will be provided at an additional cost to you and we will not be responsible for any damage to your equipment provided that we have not acted negligently.

6.2 Network connection

Hodge Properties Limited provides shared Internet access to Members via a wireless network connection. Any access to the wireless network connection servicing the Premises is subject to our Wi-Fi Network Terms of Service.

6.3 Waiver of claims

To the extent permitted by law, you, on your own behalf and on behalf of your Members, employees, agents, guests and invitees, waive any and all claims and rights against us and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the "Hodge Properties Limited Parties") resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet, except to the extent caused by the gross negligence, willful misconduct or fraud of the Hodge Properties Limited Parties.

6.4 Limitation of liability

- (a) To the extent permitted by law, none of the Hodge Properties Limited Parties will be liable under any cause of action, for any indirect, exemplary, special, incidental, consequential, reliance or punitive damages, or any

loss of profits or business interruption regardless of the form of action, whether in contract, tort or otherwise.

- (b) Notwithstanding anything contained in this Agreement to the contrary, you acknowledge and agree that you shall not commence any action or proceeding against any of the Hodge Properties Limited Parties other than the Hodge Properties Limited Party you are directly contracting with hereunder and the assets of such entity for any amounts due or for the performance of any obligations in connection with this Agreement.

- (c) The provisions of this clause 6.4 are in addition to, and do not limit, the Limitation of Liability Provisions forming part of this Agreement.

6.5 Indemnity

- (a) You indemnify and will keep indemnified the Hodge Properties Limited Parties from and against any and all claims, including third party claims, liabilities, and expenses including reasonable legal costs on a full indemnity basis, resulting from any breach or alleged breach of this Agreement by you or your Members or your or their guests or invitees or any of your or their actions or omissions to the maximum extent allowed under applicable law, except to the extent a claim results from the gross negligence, willful misconduct or fraud of the Hodge Properties Limited Parties.
- (b) You are responsible for the actions of and all damages caused by all persons and pets that you, your

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Members or your or their guests invite to enter any of the Premises, including but not limited to any vendors hired by you that enter the Premises.

- (c) You must not make any settlement that requires a materially adverse act or admission by us or imposes any obligation upon any of the Hodge Properties Limited Parties unless you have first obtained our or the relevant Hodge Properties Limited Party's written consent. None of the Hodge Properties Limited Parties shall be liable for any obligations arising out of a settlement made without its prior written consent.

6.6 Insurance

- (a) We maintain a public liability insurance policy that covers the Premises and the Office Space, and we carry our own contents insurance.
- (b) You acknowledge that our contents insurance does not extend to your property or the property of your guests.
- (c) You must make your own insurance arrangements to ensure that your property and any other liabilities are covered for the duration of your Term, including public liability .
- (d) You must provide evidence of the insurances required under this clause prior to the Start Date.

6.7 Other members

We do not control and are not responsible for the actions of other Member Companies, members, or any other third parties. If a dispute arises between Member Companies, members or their invitees or guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party.

6.8 Third party services

You acknowledge that the Services do not include, and we are not involved in or liable for, the provision of products or services by third parties that you may elect to enter into during the Commitment Term.

6.9 Privacy

- (a) We collect, process, transfer and secure personal data about you and your Members pursuant to the terms of our Privacy Policy and in accordance with all applicable data protection laws.
- (b) You are not obligated to provide us with personal information and any information collected by us will be provided by you at your own will and with your explicit consent granted herein by entry into this Agreement.
- (c) You agree to:
- (i) undertake, where necessary, to obtain consent from such Member to the collection, processing, transferring, and securing of data described herein; and
 - (ii) confirm that you in fact collect and process such Member's personal data in accordance with applicable law.

7 Miscellaneous

7.1 Nature of the Agreement and relationship of the parties

- (a) You acknowledge and agree that:
- (i) the whole of the Premises and Office Space remains in our

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- possession and control; and
- (ii) your agreement with us is a contract for the provision of services and we are giving you the right to share with us the use of the Office Space so that we can provide the Services to you.
- (b) Notwithstanding anything in this Agreement to the contrary, you and we agree that our relationship is not that of landlord and tenant and this Agreement in no way shall be construed as to grant you or any Member any right, title or interest in the Premises or the land upon which the building containing the Premises is constructed.
- (c) You acknowledge and agree that you are entering into this Agreement for the purpose of and in the course of your trade, business and/or profession, and not as a consumer.

7.2 Updates to the Agreement

We may from time to time update this Agreement and will provide notice to you of these updates. Continued use of the Office Space or Services will constitute acceptance of the new terms.

7.3 Waiver

Neither party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party.

7.4 Severable provisions

Each provision of this Agreement shall be considered severable. To the extent that any provision of this Agreement (or part thereof) is prohibited or otherwise limited, void or unenforceable, such provision (or

part thereof) shall be severed to the extent that it is prohibited, void or unenforceable. The validity and enforceability of the remaining provisions of this Agreement shall not be affected.

7.5 Notices

- (a) Any and all notices under this Agreement will be given via email and will be effective on the first Regular Business Day after being sent, unless the sending party is notified that the email address is invalid. All notices will be sent via email to the email addresses specified on the Membership Details Form, except as otherwise provided in this Agreement. We will send notices to either the Primary Member..
- (b) Notices related to the Office Space, the Premises, members, other member companies or other issues in the Premises and Notices related to this Agreement or the business relationship between you and us should be sent by your Primary Member.
- (c) In the event that we receive multiple notices from different individuals within your company containing inconsistent instructions, the Primary Member's notice will prevail unless we decide otherwise in our reasonable discretion.

7.6 Headings and interpretation

The headings in this Agreement are for convenience only and are not to be used to interpret or construe any provision of this Agreement. Any use of "including," "for example" or "such as" in this Agreement shall be read as being followed by "without limitation" where appropriate. References to any times of day in this Agreement refer to the time of day in the Office Space's time zone.

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7.7 No assignment

Except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the shares or assets of you or your parent corporation, you may not transfer or otherwise assign any of your rights or obligations under this Agreement (including by operation of law) without our prior written consent. We may assign this Agreement without your consent and upon our request, you will promptly enter into any documents as are reasonably required to give effect to our assignment under this section.

you acknowledge and accept, and agree to be bound by, these Terms and Conditions, any Payment Authorisation Terms, Membership Details Terms, and any applicable Service Package Addendum in this Agreement.

7.8 No representation

Each party acknowledges and represents to the other party that it has not relied on or been induced to enter into this Agreement by any representation made by any person (whether or not a party to this Agreement) which is not expressly set out in this Agreement.

7.9 Compliance with laws

You hereby represent and warrant that at all times you and your Members have conducted and will conduct your operations ethically and in accordance with all applicable laws. You are responsible for compliance with any regulations and rules relating to worker protection, workplace regulations and associated assessments and we shall have no liability in this respect.

7.10 Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and shall not be changed in any manner except by a writing executed by both parties or as otherwise permitted herein. All prior agreements and understandings between the parties regarding the matters described herein have merged into this Agreement

8 Affirmation and acceptance

By clicking "accept" and upon payment by you of the first instalment of the Membership Fee,