



This Agreement (“Agreement”) is made between PEACHTREE OFFICES and Client (“You,” “User,” “Member,” or “Client”) for good and valuable consideration, including the mutual promises herein. For purposes of this Agreement, PEACHTREE OFFICES means the applicable entity selected below at checkout. In the event the Client selects the wrong location at checkout and requests a transfer to another PEACHTREE OFFICES location after checkout, the location selected after checkout automatically becomes the applicable entity.

- Peachtree Offices at 1100 Peachtree, LLC  
(1100 Peachtree St. NE. Suite 200, Atlanta, Ga. 30309)
- Peachtree Offices at Downtown, Inc.  
(235 Peachtree St. NE. Suite 400, Atlanta, Ga. 30303)
- Peachtree Offices at Lenox, Inc.  
(3355 Lenox Rd. Suite 750, Atlanta, Ga. 30326)
- Peachtree Offices at Perimeter, LLC.  
(1050 Crown Pointe Pkwy Suite 500, Atlanta, Ga. 30338)
- BridgeSpace Bayview, LLC.  
(6451 N. Federal Hwy. Ste. 105, Ft. Lauderdale, FL. 33308)
- Peachtree Offices at Alpharetta, LLC.  
(Deerfield Corporate Center One | 13010 Morris Road Suite 600 Alpharetta, Ga. 30004)

The beginning date of this Agreement is the date Client selected as the start date during checkout. If the Client did not select a start date at checkout, the beginning date of this Agreement is the date the Client completed checkout. The Minimum Plan Charges as defined herein and any other fixed monthly charges Client owes hereunder, will be prorated for the initial partial month, but the initial term of Agreement will be calculated from the first day of the following month. This Agreement is for a term of one month (hereinafter referred to as the “term”). Client will pay to PEACHTREE OFFICES the monthly Virtual Office Price (“Minimum Plan Charges”) applicable to the Virtual Office Plan (“Minimum Plan Service”) selected at checkout. The Minimum Plan Charges and Variable Charges are payable monthly, in advance, and are due on the first day of the month without notice. If the Minimum Plan Charges or Variable Charges are not paid by the 10<sup>th</sup> day of the month, Client will pay a late fee of 18% Interest per annum on unpaid sums including Minimum Plan charges that are past due and Variable Charges (long distance, copies, etc.) that are past due. Client agrees and understands the terms as follows: all fixed (repetitive) charges are billed in advance and all ancillary charges are billed in arrears. PEACHTREE OFFICE requires payment via credit card. Client hereby authorizes PEACHTREE OFFICES to charge amount due to applicable credit card on the 1st of the month. Accepting a late payment of the Minimum Plan Charges or Variable Charges will not waive PEACHTREE OFFICES’s right to declare a default the next time

any Minimum Plan Charges or Variable Charges are late. If the Minimum Plan Charges or Variable Charges are not received by the 20<sup>th</sup> day of the month, PEACHTREE OFFICES has the right, in addition to its other remedies to immediately discontinue the Minimum Plan Services and any other services provided hereunder without further notice. Subject to events beyond PEACHTREE OFFICES control, PEACHTREE OFFICES will provide the Minimum Plan Services for the Virtual Office Plan or Coworking Membership selected by Client at checkout during business hours (Weekdays from 8:30AM to 5:00 PM – except holidays recognized under Georgia Law):

#### **Acknowledgement and Acceptance of Terms of Use**

1. Acknowledgement and Acceptance of Terms of Use. The Minimum Plan Services are offered to Client conditioned on Client's acceptance without modification, of the terms and conditions, contained in this Agreement. Your use of the Services constitutes Your agreement to the terms and conditions stated in this Agreement. Each person that uses the Services, or that enters into a contract, in writing, over the telephone, facsimile or online, on behalf of its employer or other third party, represents that such person is fully authorized to accept these terms on its employer's or the third party's behalf. Unless explicitly stated otherwise, the Terms of Service will govern the use of any new features that augment or enhance the current Services, including the release of new Company resources and services.

#### **Extension of the Initial Term and Successive Extensions**

2. Extension. This Agreement will continue to automatically extend for successive terms, based on the same provisions and conditions stated herein with the exception that the monthly Contract Charges will increase by five percent (5%) at the end of the initial twelve months and again every twelve months thereafter. Notwithstanding the previous sentence, this Agreement will not automatically extend at the end of the initial term and any successive term, if prior to thirty (30) days before the expiration of the initial term or any successive term, either party has given the other written notice of its intent not to extend.

#### **Receptionist and Phone Number Forwarding Plans**

3. Receptionist and Phone Number Forwarding Plans Package: Applicable if Client’s Minimum Plan Services Includes Live Phone Answering or a Phone Number forwarded at All Times to Another Phone Number.

If the Client purchased a Virtual Plan that includes live phone answering, PEACHTREE OFFICES will provide one incoming private telephone line for Client’s use during the term of this Agreement. The incoming private telephone line can only be used for one company name or one person’s name. Virtual Office Plans that include live call transferring live call screening, or both are for one person only. Every additional contact will incur an additional monthly charge. PEACHTREE OFFICES reserves the right to bill subscribers for receptionist time usage above and beyond the subscribers 25 minutes per month of allotted receptionist time at \$1.00 per live minute. Usage fees will be billed in arrears and charged to your credit card. Client may also arrange for certain information

distribution, order receipt, telemarketing, or other administrative functions performed at the receptionist desk subject to paying a fee of \$40.00 per hour with a minimum fee of \$4.00 per occurrence. In the event your account is terminated, PEACHTREE OFFICES has the authority to charge Your credit card(s) for any additional usage fees you may have accrued while still an active subscriber and a \$75.00 disconnect fee. You may port your current number to us, with your current providers permission, for a one-time \$60.00 port fee. PEACHTREE OFFICES owns all numbers used on the Service and toll free or local numbers may not be moved away from PEACHTREE OFFICES unless Client did port a number to PEACHTREE OFFICES originally, in which case a one-time \$200.00 port fee will apply to port number away.

In the event that any toll fraud is traceable to telecommunication services used by Client, Client will reimburse PEACHTREE OFFICES for all charges associated with the toll fraud. This may include, but is not limited to unauthorized use of calling cards and telephone lines. PEACHTREE OFFICES clients who own a business telephone number are responsible for that telephone number, for forwarding and unforwarding said number, and for all advertising and directory listing of said number, as it is not the responsibility of PEACHTREE OFFICES. All changes to telecommunication services must be arranged through PEACHTREE OFFICES and in writing. Any changes to an existing telephone number are subject to an administrative fee of \$40.00 per change.

If the Client's receptionist package includes voicemail, each voicemail box has a 30 minute capacity. Voicemails should be deleted regularly to avoid the voicemail box getting full. Voicemails older than 30 days are automatically deleted from the voicemail box.

For the Office and Local Business Pro Plan, PEACHTREE OFFICES will provide one incoming private local area code telephone number for Client's use during the term of this Agreement. Toll-free numbers are available at an additional fee. Peachtree Offices will forward the number assigned to the number the client provides so long as the number is a local number within the continental United States. The incoming private telephone line can only be used for one company name or one person's name.

Client agrees to hold PEACHTREE OFFICES harmless for any telecommunication services that are disrupted through no fault of PEACHTREE OFFICES.

#### **Mail Service**

4. **Mail Service: Applicable If Client's Minimum Plan Services includes Mail Service.** Client authorizes PEACHTREE OFFICES to receive mail and hold it for pick up during business hours. All mail handling is subject to the rules and regulations of the United States Postal Service (USPS) pertaining to a Commercial Mail Receiving Agency (CMRA).

1. Client must complete USPS Form 1583, Application for Delivery of Mail Through Agent. Client is required by USPS to furnish PEACHTREE OFFICES

with two forms of valid identification, (see Form 1583) one of which must contain a photograph. The USPS Form 1583 is not required for the Virtual Elite Plan.

Client understands and acknowledges that PEACHTREE OFFICES is not responsible for any postage due on mail received for Client and PEACHTREE OFFICES is not required to accept such mail. Client does hereby release PEACHTREE OFFICES from any and all liability arising from lost, stolen or damaged mail. Client acknowledges that PEACHTREE OFFICES will hold mail in the mailroom, behind the reception area, or in a storage room and the choice of location is up to the discretion of PEACHTREE OFFICES. PEACHTREE OFFICES will use their best efforts to ensure security for these items, however, Client does hereby release PEACHTREE OFFICES from any and all liability arising from lost, stolen, or damaged mail.

5. **Package Receipt: Applicable If Client's Minimum Plan Service includes Mail Service.** Client understands and acknowledges that PEACHTREE OFFICES is not responsible for any fees due on packages received for Client and PEACHTREE OFFICES is not required to accept such packages. PEACHTREE OFFICES is not required to accept packages from Google Project Beacon. The maximum size mail/package we can receive for you is 3" height X 12" width X 15" depth. Client authorizes PEACHTREE OFFICES to receive packages from ground carriers and couriers and hold for pick up. BridgeSpace Bayview, LLC. only accepts mail and packages from the United States Postal Service. In the event a BridgeSpace Bayview, LLC. Client needs to receive a package from UPS, FedEx or other carriers contact [bayview@peachtreeoffices.com](mailto:bayview@peachtreeoffices.com) and instructions will be provided. Client acknowledges that PEACHTREE OFFICES will hold packages in the mailroom, behind the reception area, or in a storage room and the choice of location is up to the discretion of PEACHTREE OFFICES. PEACHTREE OFFICES will use their best efforts to ensure security for these items, however, Client does hereby release PEACHTREE OFFICES from any and all liability arising from lost, stolen, or damaged shipments. It is understood that packages may be held for pick up within five (5) calendar days. Beginning with the sixth calendar day, a charge of \$4.00 per box per day will be assessed to Client's account. Client further agrees to have no hazardous materials, live contents or packages over 3" height X 12" width X 15" depth delivered. Replacement mailbox keys are \$20.00 each. The mailbox key must be returned within fourteen days of Client cancellation or termination per the instructions in Client welcome letter or Client will be charged \$20.00 for the key.

6. **Mail Forwarding: Applicable If Client's Minimum Plan Service includes Mail Service.** Client authorizes PEACHTREE OFFICES to receive mail and hold it for pick up during Business Hours. Upon written request, PEACHTREE OFFICES will forward mail and Client will be charged an administrative fee of \$40.00 per hour for mailing, plus postage and supplies at the rate posted on the Variable Charges Pricing Sheet.

7. **Mail Handling after Expiration, Cancellation or Termination: Applicable If Client's Minimum Plan Service includes Mail Service.** At the expiration, cancellation or termination of this Agreement, it is Client's responsibility to notify all persons of

their new address. Mail will be forwarded by PEACHTREE OFFICES for a period of thirty (30) days, as long as Client has notified PEACHTREE OFFICES in writing to [michael@peachtreeoffices.com](mailto:michael@peachtreeoffices.com) of its new address, accepted Peachtree Offices mail forwarding fees and has a valid credit card on file for the expenses of mail forwarding. Therefore, unless there is a written notice to [michael@peachtreeoffices.com](mailto:michael@peachtreeoffices.com) to the contrary, mail will be returned to sender upon expiration, cancellation or termination of the Agreement.

### **Conference Room and Day Office Usage and Charges**

**8. Conference Room and Day Office Usage and Charges:** **Applicable to all Clients.** All Day Office and Conference Room times must be scheduled by the Client in advance through the Client Portal or by a Peachtree Offices staff member and are subject to availability. Conference Rooms and Day Offices can't be booked more than 10 days in advance. Client may cancel or change any reservation as long as such cancellation or change is made before twenty-four (24) hours of the reserved time. If a conference room or day office cancellation is made in less than 24 hours, a fee of will be charged at the current respective rate published on the Variable Charges Price sheet. Conference Rooms & Day Office's must be left in the same condition as prior to the Client's use. Client shall be responsible for any and all damages to the Conference Room or Day Office caused by the Client, Client's guests, invitees, employees, vendors, including, but not limited to, damages to the furniture, walls, fixtures and equipment therein. Client shall also be responsible for the cost to PEACHTREE OFFICES to remove any trash, décor, or other items left in the premises by the user's caterer, decorator, other vendors, or guests. If there is damage to the Conference Room or Day Office or if PEACHTREE OFFICES is required to expend additional effort or expense to clean the Conference Room or Day Office as a result of the Client's use, Client agrees to pay any amount owed within ten (10) days after notice from PEACHTREE OFFICES. All work will include a 15% administrative fee. Signage or anything else visible from the outside of the meeting rooms is prohibited. PEACHTREE OFFICES is not responsible for any equipment or décor items brought into the Conference Room or Day Office or left in the venue by Client, Client's employees or vendors, event guests, or other parties. All deliveries must be scheduled with the PEACHTREE OFFICES in advance and written notice is required. Unexpected deliveries may be refused. Client must remove all of their property upon completion of the scheduled use time period and clear the Conference Room or Day Office. Should Client's breakdown or clean-up time exceed the scheduled use time period, PEACHTREE OFFICES reserves the right to bill the Client at the then standard rate for the Day Office or Conference Room. If the Client has allotted Day office and or Conference Room time in their Agreement, and if the Client's allotted hours have been used, the Client will be charged at the current rate published on the Variable Charges Price sheet. Day office hours and conference room hours are for use per month and unused hours do not accumulate or rollover to the following month. If Client needs outgoing long distance service for a day office or conference room, that service must be arranged through the receptionist. Long distance charges will be billed at PEACHTREE OFFICES then current rates. The use of

PEACHTREE OFFICES conference rooms with a capacity of 9 people or more is not included in Agreements with conference room hours and is subject to usage charges consistent with PEACHTREE OFFICES then standard pricing. Client will use the Day Office and Conference Room exclusively for general office use. Client will not store or use anything which may create a fire or theft hazard, cause noise, create a smell, create a nuisance, cause an increase in PEACHTREE OFFICES insurance premiums or cancellation of insurance or offend PEACHTREE OFFICES or other clients of PEACHTREE OFFICES. Other than a personal computer, Client will not bring any other equipment into the Day Office or Conference Room without written permission from PEACHTREE OFFICES. Some of PEACHTREE OFFICES, Day Offices and Conference Rooms have internet, televisions, projectors, phones and video-conferencing equipment (collectively "Amenities"). If a Conference Room is equipped with a TV, the standard computer to TV connection provided by PEACHTREE OFFICES is an HDMI cable. It is not the responsibility of PEACHTREE OFFICES to provide any adapters should the Client's computer not be equipped with an HDMI output. Should the client require use of a projector, it is the Client's responsibility to find out what output the projector is equipped with and verify their computer has an input that will match as PEACHTREE OFFICES has a variety of projectors with different output types. Cable converters such as HDMI to VGA (or any other cable converter) are inherently unreliable. PEACHTREE OFFICES is not responsible for providing cable converters or responsible for an amenity not working if a cable converter is used. Unless PEACHTREE OFFICES had actual knowledge of the applicable Amenities not working or not working properly at the time of the reservation of the Day Office or Conference Room by the Client, PEACHTREE OFFICES is not obligated to provide a refund. In addition, if PEACHTREE OFFICES can demonstrate that the amenity is working properly and it is the Clients equipment causing the PEACHTREE OFFICES amenity not to work properly, no refund is due. PEACHTREE OFFICES will not be liable for any loss or damages Client suffers as a result of any or all of the Amenities not working or not working properly at the time of Client's use. It is the Clients responsibility to notify PEACHTREE OFFICES two full business days in advance if an amenity will be needed in a conference room or day office. Day Offices and Conference Rooms have a limited capacity. In no event will the number of individuals using the Day Office or Conference Rooms exceed the seating capacity of that room. The Client and the Client's guests are not to remove or relocate furniture or any other property of PEACHTREE OFFICES at any time. Client may only use the Conference Rooms and Day Offices to conduct business meetings. No sale of products or services may be conducted out of the Conference Rooms and Day Offices. Additionally, PEACHTREE OFFICES has the right, but not the obligation, to restrict the use of the Day Offices or Conference Rooms for meetings that the PEACHTREE OFFICES, in its reasonable discretion believes is inappropriate. For example, the following meeting uses would be considered inappropriate uses for Conference Rooms and Day Offices: a) meeting of hate groups of any kind, b) meetings of groups that restrict their membership to a certain race, color, religion or national origin, c) meetings of any business involved in the pornographic industry, d) political meetings or rallies of any kind, e) self-help meetings such as alcoholics anonymous, and the like, and f) any other meetings that would draw the

negative attention of the public. Client shall not use of the Conference Room and Day Office in any manner that unreasonably interferes with any other Clients. Client may only use the Conference Rooms and Day Offices Monday through Friday from 8:30 a.m. local time to 5:00 p.m. local time (excluding holidays when PEACHTREE OFFICES is closed).

#### **Hot Desk & Touchdown Workspace Usage and Charges**

9. Hot Desk & Touchdown Workspace Usage and Charges: Applicable If Client's Minimum Plan Services include a Hot Desk or Touchdown Workspace. The Coworking Area Hot Desks and the Common Area Touchdown Workspaces are available on a first come first serve basis and can't be reserved in advance. The Coworking Area Hot Desks and the Common Area Touchdown Workspaces are not assigned to specific Client's. At some Peachtree Offices locations, the Hot Desks & Touchdown Workspaces designated for Client use are marked XX. At these locations, only the Hot Desks and Touchdown Workspaces marked XX can be used by the Client subject to availability. The Hot Desks & Touchdown Workspaces may be in an Office or Common Area with multiple other Hot Desks & Touchdown Workspaces occupied by other PEACHTREE OFFICES clients. The Client may only occupy one Hot Desk or Touchdown Workspace at a time and may not store anything at the Hot Desks or Touchdown Workspaces. The Office or Common Area where the Hot Desks Touchdown Workspaces are located is subject to change without notice. PEACHTREE OFFICES may discontinue providing the Hot Desks & Touchdown Workspaces at any or all PEACHTREE OFFICES locations at any time without notice. If the Client has Guest Passes authorized by PEACHTREE OFFICES, the Guest only has access to a Hot Desk in the Common Area and subject to availability. Only one Guest is allowed per day. Guests are subject to the same obligations, limitations, rules and regulations as the Client. The Coworking Area, Hot Desks & Touchdown Workspaces must be left in the same condition as prior to the Client's use. Client shall be responsible for any and all damages to the Coworking Area, Hot Desks or Touchdown Workspaces caused by the Client including, but not limited to, damages to the furniture, walls, fixtures and equipment therein ("Premises"). Client shall also be responsible for the cost to PEACHTREE OFFICES to remove any trash, décor, or other items left in the Premises by the Client. If there is damage to the Premises or if PEACHTREE OFFICES is required to expend additional effort or expense to clean the Premises as a result of the Client's use, Client agrees to pay any amount owed within ten (10) days after notice from PEACHTREE OFFICES. All work will include a 15% administrative fee. Signage is prohibited. PEACHTREE OFFICES is not responsible for any equipment or décor items brought into the Premises. Client must remove all of their property from the Premises upon completion of their use of the Coworking Area or Hot Desk or Touchdown Workspace by 5:00PM each day. Client may only use the Common Area, Hot Desks and Touchdown Workspaces Monday through Friday from 8:30 a.m. local time to 5:00 p.m. local time (excluding holidays when PEACHTREE OFFICES is closed & subject to any maximum hourly usage limitations per month for the Coworking or Virtual Office plan purchased). Client will use the Coworking Area, Hot Desks & Touchdown Workspaces exclusively for general office use. Client will not store or use anything which may create a fire or

theft hazard, cause noise, create a smell, create a nuisance, cause an increase in PEACHTREE OFFICES insurance premiums or cancellation of insurance or offend PEACHTREE OFFICES or other clients of PEACHTREE OFFICES. Other than a personal computer and cell phone, Client will not bring any other equipment into the Premises without written permission from PEACHTREE OFFICES. Client is not to remove or relocate furniture or any other property of PEACHTREE OFFICES at any time. A Client's use of a Common Area Hot Desk & Touchdown Workspaces located in the cafeteria (a "Cafeteria Common Area Hot Desk & Touchdown Workspace") shall be limited to four (4) hours per day, and any Client or Guest of the Client using a Cafeteria Common Area Hot Desk or Touchdown Workspace must purchase at least one beverage from the cafeteria for every hour or part there of that a Client is using the Cafeteria Common Area Hot Desk or Touchdown Workspace. Notwithstanding the foregoing, Cafeteria Common Area Hot Desks & Touchdown Workspaces shall not be used by Client's during the time period of 11:30 a.m. and 1:15 p.m., except for eating lunch purchased at the cafeteria. Client shall not be permitted to place items on the floor of the Common Areas, including not around the Common Area Hot Desks & Touchdown Workspaces. Client must maintain the Common Area Hot Desk or Touchdown Workspaces and immediate surrounding area used in a neat and orderly condition. Client must clean up any of their trash upon leaving the Common Area Hot Desks or Touchdown Workspaces and leave the Common Area Hot Desks or Touchdown Workspaces in the same condition as found. Client may not bring children into the Common Areas except going to or coming from the Premises i.e. children under the care of a Member are not to be brought into the Common Areas by said Client to loiter in the Common Areas while the Client is using the Common Area Hot Desk or Touchdown Workspace.

#### **Dedicated Desk Usage and Charges**

10. Dedicated Desk Usage and Charges: Applicable If Client's Minimum Plan Services include a Dedicated Desk. The Dedicated Desk may be in an office with multiple other Dedicated Desks occupied by other PEACHTREE OFFICES clients. PEACHTREE OFFICES will assign the Dedicated Desk to the Client. The Office where the Dedicated Desk is located is subject to change without notice. The Client may not bring in guests, invitees, employees or vendors into the Dedicated Desk area as the Dedicated Desk is for use by the Client only. If the Client has Guest Passes authorized by PEACHTREE OFFICES, the Guest only has access to a Hot Desk in the Common Area and subject to availability. Only one Guest is allowed per day. The Guest may not work at the Client's Dedicated Desk. Guests are subject to the same obligations, limitations, rules and regulations as the Client. On the days that the Dedicated Desk Client has a Guest, the Dedicated Desk Client may also work at any available Hot Desk. The Dedicated Desk must be left in the same condition as prior to the Client's use. Client shall be responsible for any and all damages to the Dedicated Desk caused by the Client including, but not limited to, damages to the furniture, walls, fixtures and equipment therein ("Premises"). Client shall also be responsible for the cost to PEACHTREE OFFICES to remove any trash, décor, or other items left in the Premises by the Client. If there is damage to the Premises or if PEACHTREE OFFICES is

required to expend additional effort or expense to clean the Premises as a result of the Client's use, Client agrees to pay any amount owed within ten (10) days after notice from PEACHTREE OFFICES. All work will include a 15% administrative fee. Signage is prohibited. PEACHTREE OFFICES is not responsible for any equipment or décor items brought into the Premises. Client must remove all of their property from the Premises upon completion of their use of the Dedicated Desk each day by 5:00PM with the exception of items locked in the Dedicated Desk or locked in the Clients filing cabinet. Client may only use the Dedicated Desk Monday through Friday from 8:30 a.m. local time to 5:00 p.m. local time (excluding holidays when PEACHTREE OFFICES is closed). Client will use the Dedicated Desk exclusively for general office use. Client will not store or use anything which may create a fire or theft hazard, cause noise, create a smell, create a nuisance, cause an increase in PEACHTREE OFFICES insurance premiums or cancellation of insurance or offend PEACHTREE OFFICES or other clients of PEACHTREE OFFICES. Client is not to remove or relocate furniture or any other property of PEACHTREE OFFICES at any time. Other than a personal computer and cell phone, Client will not bring any other equipment into the Premises without written permission from PEACHTREE OFFICES. Replacement filing cabinet keys are \$20.00 each. The filing cabinet key must be returned within fourteen days of Client cancellation or termination per the instructions in the Client welcome letter or you will be charged \$20.00 for the key.

**Default: Applicable to all Clients.**

11. Events of Default. The following are Events of Default:

- a. Minimum Plan Charges being past due;
- b. Any other charges due hereunder being past due; and
- c. Breach of any other term of this Agreement or the Prime Lease.

12. Remedies. Upon an Event of Default, PEACHTREE OFFICES may choose any or all of the following remedies:

- a. Terminate the Agreement;
- b. Accelerate the remaining Contract Charges reasonably discounted to present value, charge the client for any free Monthly Contract Charges provided by PEACHTREE OFFICES during the agreement that were utilized by the Client, charge the Client the difference between any discounted Monthly Contract Charges and the full price Monthly Contract Charges that were utilized by the Client, and demand all sums due immediately;
- c. Deny access to any office or conference room by Client and deny use of any of the services including the Minimum Plan Services; and any other remedies allowed by law.

13. Additional Charges Upon Default. Upon an Event of Default, Client will be liable for the following additional charges:

- a. If any Minimum Plan Charges or any other amount owing hereunder are collected by or through an attorney, Client agrees to pay fifteen percent (15%) thereof as attorney's fees, or actual reasonable attorney's fee incurred by PEACHTREE OFFICES, whichever is greater;

- b. Time spent by any of PEACHTREE OFFICES's officers in efforts to collect unpaid charges, at the rate of \$150.00 per hour;
- c. Interest on unpaid sums at eighteen (18%) per annum; and
- d. Any other costs incurred by PEACHTREE OFFICES as a result of the Event of Default.

14. Other Consequences of Default. Upon an Event of Default, PEACHTREE OFFICES may immediately cease providing Client with any or all services, including the Minimum Plan Services.

**Monthly Charges: Applicable to all Clients.**

15. Discounts Promotions and Offers. If the Client benefitted from a special discount, promotion or any other special offer that resulted in a reduction of PEACHTREE OFFICES standard monthly Contract Charges, PEACHTREE OFFICES may discontinue that discount, promotion or offer without written notice if the Client at any time is in default of this Agreement. In that case, Client will begin paying monthly Contract Charges consistent with PEACHTREE OFFICES then standard monthly Contract Charges.

16. Variable Charges. Variable charges to Client for additional services, as posted from time to time ("Variable Charges"), will be billed monthly and are payable on or before the 1<sup>st</sup> day of the following month. If the payment is not received by PEACHTREE OFFICES by the 10<sup>th</sup> day of each month, Client will pay a late charge of 5% per month on Variable Charges in order to cover administrative expenses and inconveniences to PEACHTREE OFFICES of processing and dealing with late payments. Accepting a late payment of Variable Charges will not waive PEACHTREE OFFICES' right to declare a default the next time that payment is late. Variable Charges include, but are not limited to long distance charges, IT services, conference room/day office use, secretarial services, copies, faxes, postage and shipping services. If Peachtree Offices is providing receptionist services or auto receptionist services to the Client and the call is transferred to any long distance number, the long distance variable charge rate applies for the duration of the call after the call is transferred. If Peachtree Offices is providing receptionist services or auto receptionist services to the Client and the call is transferred to a toll free number that was provided by Peachtree Offices to the Client, the toll free variable charge rate applies for the duration of the call after the call is transferred. If Peachtree Offices is providing conference calling to the Client and the number selected for the conference call is a long distance number, the long distance variable charge rate applies for the duration of the conference call. If Peachtree Offices is providing conference calling to the Client and the number selected for the conference call is a toll free number, the toll free variable charge rate applies for the duration of the conference call. Conference room and Daily Office cancellation fees applicable. Replacement keys requested by the client to replace lost keys are subject to a \$25.00 per key charge. The cost for international calls varies by country. Before making any international calls, request a copy of the PEACHTREE OFFICES International Calling Rates price sheet. All international calls made will be billed to the Client at the current PEACHTREE OFFICES International Calling Rates pricing.

A Variable Charges Pricing Sheet is a list of all the additional services PEACHTREE OFFICES provides for a fee and is subject to change at any time. The Variable Charges Pricing Sheet is clearly posted in the mail / copier room and can be provided to Client upon written request.

17. Security Deposit. If Client has deposited with PEACHTREE OFFICES as security for the performance by Client of the terms of this Agreement, PEACHTREE OFFICES may use, apply or retain (without liability for interest) during the Term, the whole or any part of the security deposit to the extent required for the payment of any Contract Charges or other sums as to which Client may be in default hereunder or for any sums which PEACHTREE OFFICES may extend or any damage PEACHTREE OFFICES may suffer by reason of Client's default of this Agreement. Whenever and as often as the Security Deposit shall be diminished by PEACHTREE OFFICES application thereof, Client shall within 5 days after PEACHTREE OFFICES' request, deposit additional money with PEACHTREE OFFICES sufficient to restore the Security Deposit to its original amount. The Security Deposit shall not constitute liquidated damages. Client acknowledges and agrees that PEACHTREE OFFICES may commingle the security deposit with PEACHTREE OFFICES' own funds without payment of any interest thereon and Client hereby waives the benefit of any law or governmental regulation requiring such security deposit to be held in escrow or in trust by PEACHTREE OFFICES. In the event Client shall fully and faithfully comply with all the terms, conditions, provisions and covenants of this Agreement, the security deposit will be returned to Client sixty (60) days after the expiration of this Agreement minus any deductions of reasonable charges such as: non-recurring unpaid invoice charges. PEACHTREE OFFICES reserves the right to require a security deposit and agrees to notify the Client in advance.

**Miscellaneous Restrictions: Applicable to all Clients.**

18. Use of PEACHTREE OFFICES Services Client will use the service exclusively for general business use and not permit any unlawful activity to occur at PEACHTREE OFFICES or the Building. Client will not store or use anything which may create a fire or theft hazard, cause noise, create a smell, use abnormal amounts of electricity, create a nuisance, cause an increase in PEACHTREE OFFICES' insurance premiums or cancellation of its insurance or offend PEACHTREE OFFICES or other clients of PEACHTREE OFFICES. Client will not bring any animals into the Office. No smoking is allowed. A businesslike dress standard applies at all times.

19. Competing Services. Client will not sell or provide any goods or perform any services at PEACHTREE OFFICES in competition with any of the services which PEACHTREE OFFICES provides under this Agreement, including, but not limited to secretarial and copying services, which are available at an additional charge to Client.

20. Proselytizing PEACHTREE OFFICES Employees. Finding, hiring and training employees is time consuming and expensive. Client agrees that it will not, during the Term of this Agreement, or within one year thereafter, hire any person who has been an employee of PEACHTREE OFFICES within six months prior to the time they are hired by Client. Insofar as

PEACHTREE OFFICES's damages would be difficult to estimate in the event of breach of this covenant, the parties have made a joint reasonable pre-loss estimate of such damages, and Client has agreed, as liquidated damages, and not a penalty, that if Client violates this paragraph, it will be liable to PEACHTREE OFFICES for liquidated damages in an amount equal to \$3,000.00 or six months' wages of the employee, at the rate last paid that employee by PEACHTREE OFFICES, whichever is greater.

**Claims Against PEACHTREE OFFICES: Applicable to all Clients.**

21. Property Damage. PEACHTREE OFFICES is not liable for any damage or loss to personal property owned or leased by Client, its guests, customers, clients, invitees or visitors, unless the damage is caused solely by PEACHTREE OFFICES's own negligence, or that of its employees. UNDER NO CIRCUMSTANCES IS PEACHTREE OFFICES LIABLE TO CLIENT FOR ANY PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

22. Personal Injury. PEACHTREE OFFICES is not liable for personal injury suffered by Client, its guests, customers, clients, invitees or visitors, unless said personal injury is solely caused by PEACHTREE OFFICES's own negligence, or that of its employees. UNDER NO CIRCUMSTANCES IS PEACHTREE OFFICES LIABLE TO CLIENT FOR ANY PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

23. Conversion. If Client abandons or leaves behind any personal property, files, or anything else, that property will be considered abandoned by Client. If Client defaults in the payment of sums due to PEACHTREE OFFICES, and PEACHTREE OFFICES changes the locks, removes Client's property, or otherwise denies access to Client, PEACHTREE OFFICES will not be liable for conversion.

24. Indemnity. Client, during the Term hereof and any period in which Client uses PEACHTREE OFFICES services, shall indemnify, defend and save harmless PEACHTREE OFFICES and its agents, servants and employees from and against any and all claims and demands whether for injuries to persons or loss of life, or damage or loss of property, (i) related to or arising in any matter whatsoever out of the use of PEACHTREE OFFICES services (ii) occurring in, to or about the Office or any part thereof, or in or about the common areas, including but not limited to, hallways, elevators, stairwells and parking lots in the Building, (iii) occasioned wholly or part by any act or omission of Client or Client's agents, contractors, employees, servants, concessionaires, invitees, licensees and customers or (iv) arising from Client's failure to comply with this Agreement or any laws, statutes, ordinances, codes or regulations. In the event PEACHTREE OFFICES shall be made a party to any litigation commenced by or against Client, then Client shall defend and hold PEACHTREE OFFICES harmless and shall pay all PEACHTREE OFFICES expenses and attorneys' fees incurred or paid by PEACHTREE OFFICES in connection with such litigation. The provisions of this Paragraph do not apply to claims or demands arising from the sole negligence of PEACHTREE OFFICES.

25. Waiver. If PEACHTREE OFFICES allows any breach or variance of the terms in this Agreement by Client, that will not constitute a waiver of PEACHTREE OFFICES rights. No matter how many times PEACHTREE OFFICES allows the default or variance, or a variety of defaults or variances by Client or others, it may still, without advance notice, require strict adherence to this Agreement or prohibit future breaches or variances. Nothing will change the terms of the Agreement, or extend it, or add to it, unless in writing and signed by PEACHTREE OFFICES and Client.

**Miscellaneous Provisions: Applicable to all Clients.**

26. Internet & WIFI. Internet accessibility ONLY consists of access to WIFI for average internet usage. This does not include Ethernet cables, Ethernet cards, installation or technical and/or VOIP support. PEACHTREE OFFICES does not provide firewall protection or antivirus protection and each user is responsible for their own system software in setting up any predetermined or subsequent user need for firewall protection and antivirus protection. The Client acknowledges that PEACHTREE OFFICES owns the I.P. addresses allocated for use by the Client. The Client may not install their own wireless/wired routers, switches, servers, Hub's, access points or VOIP phones. PEACHTREE OFFICES is not responsible for any equipment, internet downtime, or losses caused by internet downtime. Client agrees not to view pornographic material at PEACHTREE OFFICES.

27. Use of the Common Areas. Except for the authorized use of the Common Area Hot Desks, authorized use of the Common Area Conference Room, authorized use of the Dedicated Desks and normal passage through the Common Areas, Client shall not be permitted to use the Common Areas of the Premises. This restriction shall not apply to the normal use of restrooms located in the Common Areas, or normal dining in the cafeteria etc. No food shall be permitted in the Common Areas by Client, except for any Common Area Hot Desks located in the cafeteria, if any, and except within the Common Area Conference Room. Non-alcoholic drinks shall be permitted in the Common Area Hot Desks, Dedicated Desks and Common Area Conference Room. Client is not permitted to drink alcohol on the Premises. Client shall dress appropriately on the Premises. Appropriate dress shall include typical business attire, business casual attire, casual attire that is in good and presentable condition. Ripped clothing, clothing with offensive pictures and words, bathing attire, dirty and stained clothing shall not be worn by Client while on the Premises. Additionally, footwear is required i.e. no bare feet.

28. PEACHTREE OFFICES Agents. The only people who have authority to act for PEACHTREE OFFICES, and to bind PEACHTREE OFFICES, are Herbert H. Rudd, Bonnie Rudd, and Michael Gudger. Until and unless written notice is received from one of the above, no one else has any authority to act on behalf of PEACHTREE OFFICES.

29. Notices. Notice to PEACHTREE OFFICES must be given to the location of the Building applicable to the PEACHTREE OFFICES selected at checkout. Any Notice required or permitted by this Agreement to PEACHTREE OFFICES must be in writing and delivered by hand delivery, certified mail to the

recipient, or via email to [michael@peachtreeoffices.com](mailto:michael@peachtreeoffices.com). If the client sends notice via email to [michael@peachtreeoffices.com](mailto:michael@peachtreeoffices.com), the Client must request confirmation of delivery of the email, save the confirmation for their records, and be able to provide the confirmation email to PEACHTREE OFFICES if requested.

30. Ambiguities. Client has had an opportunity to read this Agreement and ask questions. If Client later asserts any ambiguities in the Agreement, those ambiguities will be interpreted in favor of PEACHTREE OFFICES.

31. Returned Check. If a check is returned for any reason at all, Client will pay an additional charge of \$50.00 per returned check. If a check is returned, then, for the purposes of calculating late charges or Events of Default, it will be as if payment represented by the check had never been made.

32. Prime Lease. Client acknowledges and understands that the rights and interest that PEACHTREE OFFICES has in the address selected on page one of this agreement arise out of a written lease agreement (hereinafter referred to as the "Prime Lease") between a PEACHTREE OFFICES and its landlord (the "Prime Landlord"). As a result, Client is bound by the rights, obligations, rules & regulations of PEACHTREE OFFICES under the Prime Lease, and is charged with every fact affecting the rights and obligations of PEACHTREE OFFICES under the Prime Lease. Notwithstanding any other provision of this Agreement, if the Prime Lease is terminated, this Agreement shall terminate simultaneously. PEACHTREE OFFICES will not be in default of this Agreement if the default arises out of the Prime Landlord's failure or refusal to perform its obligations under the Prime Lease. Client acknowledges they have no tenancy interests, leasehold estate, easement, license or other real property interests in the Premises, the Common Areas or any part of the Building and that their rights to use the Premises and Common Areas may be terminated at any time by PEACHTREE OFFICES or Landlord, without the requirement of any eviction or other legal proceeding. At Landlord's request to PEACHTREE OFFICES, Client and their guests may be required to sign in or wear badges or tags while in the Common Areas.

33. Hazardous Substances. Client shall not use, store or dispose of, or permit the use, storage or disposal in the Office of any hazardous, toxic or flammable materials, contaminants, oil, radioactive or other material, removal of which is required or the maintenance of which is prohibited, regulated or penalized by any local, state or federal agency, authority, or governmental unit.

34. Compliance With Laws. Client agrees, at their own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Client's use of PEACHTREE OFFICES services.

35. Severability Clause. If any part of this Agreement is construed by a court having jurisdiction as unenforceable, the remaining parts of the Agreement shall remain in full force and effect as though any such unenforceable part or parts were not written into this Agreement.

36. Referrals. As a PEACHTREE OFFICES Client, If you provide a referral and that person becomes a new client at any PEACHTREE OFFICES location, you are eligible for a referral reward. Please contact PEACHTREE OFFICES for more details.

37. Requests for Client's Credit Card Information. PEACHTREE OFFICES relies on outside vendors to process credit card payments. In the event PEACHTREE OFFICES changes credit card processing gateway vendors, it will be necessary for PEACHTREE OFFICES to request the Client's credit card information. The Client agrees to provide the credit card information within seven days of the request.

38. Governing Law. This Agreement is made and delivered in Georgia. This Agreement is governed by and to be construed and interpreted under Georgia Law.

39. Relationship. Notwithstanding anything in this Agreement to the contrary, Client and Peachtree Offices agree that our relationship is not that of landlord - tenant or lessor - lessee and this Agreement in no way shall be construed as to grant Client any title, easement, lien, possession or related rights in Peachtree Offices business, the Premises, the Office Space or anything contained in or on the Premises or Office Space. This Agreement creates no tenancy interest, leasehold estate, or other real property interest. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way misrepresent our relationship.

40. Anti-Terrorism Representation. Client represents and warrants that neither Client nor any of its affiliates or constituents nor, to the best of Client's knowledge, any brokers or other agents of same, have engaged in any dealings or transactions, directly or indirectly, (i) in contravention of any U.S., international or other money laundering regulations or conventions, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, Trading with the Enemy Act (50 U.S.C. §1 et seq., as amended), or any foreign asset control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, or (ii) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("Anti-Terrorism Order") or on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, Financial Action Task Force, U.S. Office of Foreign Assets Control, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time. Client represents and warrants that neither Client nor any of its affiliates or

constituents nor, to the best of Client's knowledge, any brokers or other agents of same, (i) are or will be conducting any business or engaging in any transaction with any person appearing on the U.S. Treasury Department's Office of Foreign Assets Control list of restrictions and prohibited persons, or (ii) are a person described in section 1 of the Anti-Terrorism Order, and to the best of Client's knowledge neither Client nor any of its affiliates have engaged in any dealings or transactions, or otherwise been associated with any such person. If at any time this representation becomes false then it shall be considered a default under this Agreement and PEACHTREE OFFICES shall have the right to exercise all of the remedies set forth in this Agreement in the event of a default or to terminate this Agreement immediately. Client agrees that Prime Landlord may rely on the representations and warranties by Client provided herein and the Prime Landlord is a third party beneficiary hereof.

Thank you for choosing PEACHTREE OFFICES for your business service needs.