



Leasing Contract – Shared Workstation

1. Use of a shared Workstation at International Trading Center LLC (ITC) Premises.

The Tenant is granted to rent a workstation assigned in our location, pursuant to the terms of this contract agreement (“Agreement”), at International Trading Center, 777 NW 72nd Ave. Suite 1075 Miami, Florida 33126 USA, or a close by location. It shall be entitled to the use of the shared space or a desk and, upon request and reservation, common areas (reception, boardroom, corridor). You agree to use the premises for general office purposes and no other purpose and to comply with all laws, rules, regulations and ordinances. This is a lease (the “Lease”) for a period of six months (the “Lease Term”) with renewal for an additional six months, and if any of the parties wishes to renew or not renew the service, *must notify a month in advance in writing*. Starting day is as indicated in the final page of the contract.

- **International Trading Center** reserves the right to relocate you to another Workstation and to substitute such other space for your workstation in the event that we move to another suite in the same building, or redistribute our working areas, provided such other space is substantially similar to your Workstation and you incur no increase in Monthly Office Fees or any moving cost or expense as a result of relocation. You have signed a relocation service agreement.
- You agree to abide by such rules and regulations governing the use of your office and the suite as may now exist or, may later be adopted by us. It is your sole responsibility to ensure that your employees, guests and invitees abide by all such rules.
- Upon any termination of this Agreement, you agree to vacate the Workstation and cease all use of the Suite. Furthermore, we will not be responsible for providing any further service to you. On or before the Notice Date, you agree to give us notice of your intent to terminate this Agreement or to renew it. Any renewal will only be upon such terms or conditions as we may agree in writing. In the event, you fail to provide us with such notice, this agreement will automatically renew for a Term equal in time to the original Term of and upon the same terms and conditions as this Agreement provided, the Monthly fees will be the then applicable Monthly Fees for your Office and services, and the Monthly Fees may be higher than those previously applicable. In the event you have been assigned a Workstation and notify us that you intend to vacate your Workstation and fail to do so on the End Date, the terms of this Agreement and the rights granted to you will continue on a month-to-month basis at the then applicable Monthly Fees for your Workstation (based on a six month term) and services, and the Monthly Fees may be higher than those previously applicable and you will be liable to us for any damages resulting from your failure to vacate the Workstation.

2. Services.



- You acknowledge and agree that it is your sole responsibility to review any work performed by your personnel and we will have no liability for the work performed by your personnel.
- You will not offer to any party outside your own company, whether or not located in the Suite or elsewhere in the building, any of the services that we provide our clients from time to time.
- You agree not to install or utilize any telecommunications equipment or wiring, other than the equipment and wiring provided or authorized by us.
- You will make previous reservations for the use of your Workstation with no additional charges for up to 40 working hours per month.
- Client will have access to the same services as the Professional Smart Office which include: (a) use of ITC's physical address as Client's address; (b) receipt of mail and holding for 45 days, (c) Access to the ITC mail portal or APP to check online on the status of your mail (d) use of a meeting or conference room for up to 4 hours per week (a reservation is required to make use of the room, space is limited to availability, hours expire at the end of each week – no rollover); (e) During open hours, a ITC staff member will be available to provide services, live personal phone answering service is available, and voicemail services after hours. (f) Additional services, at additional rates, (check website) include: A) For mail: (i) shredding; (ii) forwarding; (iii) open and scan; (iv) deposit checks; (v) special requests to be quoted at time of request. Digital Office service fees and other related fees stated herein are subject to change (List of updated fees available at the website or the office), B) Other Services are provided on demand and include: meeting planning, video conferencing, administrative services, secretarial services, bookkeeping, business services on demand, general consulting, rental of conference room, meeting rooms, showroom space, shared office. For usage of rooms and offices, previous reservations are required. Closed on national Holidays.

3. **Fees Payable.**

- Upon execution of this Agreement, you will pay all initial installation fee and the Service Retainer, of US \$130 (One hundred Thirty dollars). In addition, you will pay all other fees and taxes as indicated in the Basic Terms. The Service Retainer will be held as security for your performance under this Agreement. You agree that the Service Retainer need not be kept separate and apart from our other funds and no interest will be paid to you.
- You agree to pay the Monthly Rental in the amount of US\$280.00 for an exclusive office plus 5.5% of Florida taxes resulting in a total of US\$295.40. (Taxes can vary according to Florida laws). In addition to any sums due, you agree to pay monthly late charges equal to five percent (5.0%) of any sums due, or such lower maximum charge allowable under applicable law, that have not been paid to us within five (5) days after the expiration date, with or without written notice from us.

For practical purposes, billing period will begin the 1st of the month and every month subsequently.

- Recurring Monthly Fees are payable in advance. Fees payable for such other services that may be reasonably requested by you from time to time will be payable



by you as set forth in the fee schedule applicable at such time services are performed or, if not set forth in a fee schedule, as determined by us.

- You agree that the Service Retainer will not be used as payment for Monthly Fees. In the event, you default in the performance of any of the terms of this Agreement, we may immediately and without prior notice, use, apply or retain the whole, or any part of the Service Retainer for the payment of Monthly Fees, any service fee or any other payment due, or for payment of any other sum that we may spend by reason of your default. If upon termination of this Agreement, you have fully and faithfully complied with all the terms and provisions of this Agreement, remitted all amounts due and payable, and surrendered all keys, access cards building passes and all our other property provided to you, the Service Retainer or any remaining balance, will be returned to you within 45 days; provided, however, you agree to pay for repainting (if needed) and cleaning the in each Office you used for more than twelve (12) months at a cost not to exceed the Service Retainer.
- 4. Utilities. Electric power will be furnished for approved machinery or equipment only. We will use our reasonable efforts to provide air-conditioning at temperatures and times provided by the building owner that will be reasonable and comfortable during normal business hours. There is no extra cost.
- 5. Damage and Insurance.
 - You will not damage, deface, or alter the office, including; furniture, furnishings, walls, ceilings, floors. You will not use the office or the common area facilities for waste, obstruction, unlawful, improper, or offensive makings. You will not cause damage to any part of the building, our property, or disturb the quiet enjoyment of any licensee or occupant of the building. Upon termination of this Agreement, the office assigned to you, if any, will be in as good condition as when you first occupied it, normal wear and tear expected, and we may apply the service retainer to any damage to the office. We retain the right to enter your office to inspect it, clean it, or to make repairs and alterations as we reasonably deem necessary and the cost of any repair resulting from an act or omission by you or your employees, guests, and invitees will be reimbursed to us by you upon demand. We retain the right to show your office to prospective clients, lenders, and purchasers provided that we use reasonable efforts to not disrupt your business.
 - You assume all risks of loss with respect to your personal property and the personal property of your agents, employees, contractors, and invitees, within or about the Suite. You must maintain insurance coverage to cover the risks set forth in this paragraph and paragraph 6 (B).
 - You agree to waive any and all acts of recovery against us, or our directors, licensors, officers, agents, servants and employees, for loss of, or damage to your property or the property of others that is under your control to the extent of such loss or damages covered or required to be covered by any insurance policy.
 - If the Suite is made unusable, in whole or in part, by fire or other casualty, we may, at our option, terminate this Agreement upon notice to you, effective upon such casualty, or may elect to repair or restore the Suite, without expense to you, unless due to your negligence, within ninety (30) days or within such longer period of time as may be required because of events beyond our control. If repaired or restored, this



Agreement will not terminate, but the Monthly Fees will be abated on a prorated basis for the period of time that the Office is unusable, or services not provided.

6. **Liabilities and Indemnification.**

- Neither our company nor any of our officers, directors, employees, shareholders, partners, affiliates, agents, or representatives will be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages arising out of our failure to provide use of the office or to provide any utility, furnish any services, any error, any omission, any delay, or any interruption with respect thereto, any injury to person, damage to your property, or property of your employee's guests or invitees, all of which are expressly assumed and waived by you.
- You agree to indemnify, defend, and hold harmless our company and our officers, directors, employees, shareholders, partners, agents, and representatives from and against any liability to parties arising out of your use and occupancy of the office or any act or omission of you or your officers, directors, employees, agents, representatives, contractors, customers or invitees unless caused by our gross negligence or willful misconduct.

7. **Default**

- You will be deemed to be in default under this Agreement if: (i) you default in the payment of the monthly fees or other sums when the due hereunder, regardless of whether or not we provide written notice of such default; (ii) you default in the prompt and full performance of any other provision of this Agreement and any such default continues for more than five (5) business days after we provide written notice of such default to you; (iii) there is a material adverse change in your financial condition from the date of this Agreement as determined in our sole discretion; or (iv) you are in default under any other agreement between you and us.
- If you are in default, we have the option to pursue any one or more of the following remedies without any additional notice:
 1. We may immediately terminate this Agreement and may enter your office, if any, and take and hold possession of the contents in the office (and hereby granted a lien thereon), terminate all services provided and change any locks or access codes without releasing you, in whole, or in part from any of your obligations under this Agreement. In the event of such termination, we may, at our option, declare the entire amount of the monthly fees that would become due and payable during the remainder of the term, to be due and payable immediately, and you agree to promptly pay us the entire amount. Further, any of your personal property which remains in the office or the suite after the termination of this Agreement may, in our sole discretion, be deemed to have been abandoned by you and we may either hold possession thereof as our property or may dispose of such personal property, without any accountability or liability and at your expense, in any manner (including having the same stored at your risk and expense).
 2. Pursue any other remedy now or later available to us. Our exercise of any right or remedy will not prevent us from exercising any other right or remedy.
- You agree to pay all costs and expenses including reasonable attorney's fees, expended or incurred by us in connection with the enforcement of this Agreement, the collection of any sum due hereunder, any action for declaratory relief in any way



related to this Agreement or the protection or preservation of any of our rights under this Agreement.

8. Covenants Not to Solicit Employees. You understand that our employees are an indispensable part of our business operation. Accordingly, you will not, without our prior written approval, for your purposes or on behalf of any party, employ, take away, solicit, or attempt to employ any employee with whom you had contact during your term or for a period of one (1) year thereafter. In the event of a breach of your obligation in this paragraph, you agree to pay liquidated damages equal to each such employee's annual salary for each employee with respect to whom such breach occurs. It is being mutually agreed that the actual damage that would be sustained by us as the result of any such breach would be extremely difficult to fix and that the liquidated damage amount is fair and reasonable.

9. Miscellaneous.

- This is the only Agreement between us for the office and all amendments to this Agreement will be in writing, signed by both parties. The invalidity or unenforceability of any provision of this Agreement will not affect the rest of the Agreement.
- All waivers must be in writing and signed by the waiving party. Our failure to enforce any provision of this Agreement or our acceptance of fees will not be a waiver and will not prevent us from enforcing any provision of this Agreement in the future. No receipt of money by us will be deemed to waive any of your defaults.
- The laws of the state of Florida will govern this Agreement.
- You represent that all parties signing this Agreement on your behalf are authorized to execute this Agreement, and you agree that the obligations of the parties signing this Agreement (including any guarantor) are to be joint and several.
- Neither you nor anyone claiming by, through, or under you will assign this Agreement or permit the use of any portion of the suite by any individual or entity other than you, unless approved by us in our sole discretion. In the event of any such permitted assignment or use, you will not be relieved any of your obligations under this Agreement. Any assignment not approved by us will be void.
- You specifically agree to maintain and protect all access codes, cards, and/or keys provided by us in a confidential manner and not to provide these to anyone else. Furthermore, you agree to notify us promptly if you have any reason to believe that a third party has improperly obtained any of your access codes, cards, and/or keys.
- All notices provided under this Agreement will be in writing. Notices will be deemed to be duly given if mailed by registered or certified mail, postage prepaid, addressed to the addresses provided in the basic terms.
- This Agreement is subject and subordinate to any underlying lease or contract or mortgage now or later encumbering the building or the premises comprising the office or the suite. This Agreement will terminate simultaneously with the termination of the suite operation for any reason. You are not a party nor do you have any rights under any of the foregoing.
- You acknowledge that it will be your responsibility to notify all parties of termination of the use of your suite address; assigned telephone number and facsimile number and we will have no liability therefore.



- You will be responsible for the rental fee until you change the registered address with the Florida Department of Corporations.
- We may assign this Agreement and/or any fees hereunder without your consent and you agree to at-torn to any such assignee.
- Terms not otherwise defined in this Agreement will have the meaning set forth in the basic terms attached hereto and incorporated herein by reference.
- Terms used in the singular also include the plural and vice versa. References to either gender are to include all genders.

PERSONAL GUARANTEE: For value received, the undersigned unconditionally and irrevocably guarantees the prompt payment and performance of all obligations of the client in this Agreement. This guarantee uaranty is a guaranty of payment. The undersigned will not be released if any term of this Agreement is waived or modified.

ITC Update: 05/21/2024