

Thrive Business Centers, LLC dba "Texas Business Centers"
Client Contract and Service Agreement - Terms and Conditions

1. General Definition

1.1 Client: Client shall hereinafter be referred to as "Client" in these Terms and Conditions and Code of Conduct. Moreover, the term "Client" shall include the Client who has signed the Agreement, as well as any of their staff, superiors, affiliates, clientele, group members, peers, family, friends or anyone generally at the Center by the permission or invitation of the Client or someone who may be on the property of the Center as part of the business or daily activities of Client, either inside or outside. Client is wholly responsible for the actions of all said parties. Only Client and those indicated on the actual Agreement have use of the facilities as outlined in the Agreement. Client agrees to comply with all Terms and Conditions, Code of Conduct and House Rules of Center.

1.2 Center: Thrive Business Centers LLC dba Texas Business Centers shall hereinafter be referred to as "Center."

2. Product Definition

2.1 Mailing Address: Entitles the Client to receive mail at the address specified in the Agreement with Center. Client may use the address for business correspondence subject to exception in certain locations. Client is not permitted to use the address of the designated Center as their registered agent address unless permitted by law, local compliance rules and Center. All clients must update their business address to match their appropriate business address in a timely manner. Failure to do so may incur charges and/or penalties.

2.2 Administrative Services: Client has access to affordable specific administrative services at any additional cost. Additional administrative services and incidentals may include, but not be limited to, outbound mailing, fax, copy, print, scanning, as well as general administrative services, including (but not limited to) notarization, scheduling appointments, performing data entry, conducting interviews, performing customer service functions, marketing or market research/lead generating, and other approved functions that may be industry specific. Administrative Services are not included in the monthly fee and are billed at an hourly or flat rate. Copies and prints are billed at the published per page amount, in either monthly, quarterly or semi-annual intervals. In the absence of a flat rate agreement, all administrative services are billed at the published hourly rate, in no less than 15-minute increments. Unless otherwise specified, administrative services and incidentals shall be paid at the time of service, or, if agreed upon by both parties, billed on the next month's invoice. Any autopay authorization is construed to include these services if they are not paid at the time the service is rendered. Known recurring services can be utilized at a reduced monthly rate on a separate contract; check with Center for details.

2.3 Mailing Services: Client will receive a mailbox key, if desired. A Center key card requires a \$25 non-refundable deposit. Key cards may be changed over at any time, and, in such event, if Client wishes to obtain another Center key card, will be required to pay the \$25 non-refundable deposit for the new card. If Client requests mail be scanned or forwarded to them, Client is responsible for paying the shipping & handling fees, as well as any administrative fees associated with such requests. Lost key cards will result in a \$150 fee owed by the Client, due to the security issues and need to re-program and obtain new key cards.

2.4 Meeting Rooms / Day Offices: Unless specifically denoted in the Agreement, Client receives 50% off the published Meeting Room or Day Office rental fee (fees vary depending on the room). Meeting Rooms and Day Office rentals can be paid at the time of rental or billed on the next billing cycle. Client agrees to include these charges in their monthly auto-pay if a such a room is used.

3. This Agreement

3.1 Comply with House Rules: Client must comply with any House Rules which Center imposes on users of the designated Center.

3.2 Security Retainer: Client will be required to pay a security retainer equivalent to one month of the monthly fee upon entering into this Agreement, unless a greater amount is specified on the front of this agreement. This will be held by Center without generating interest as security for performance of all the Client's obligations under this Agreement. The security retainer, or any balance after deducting outstanding fees and other costs due to Center, may be used for final month's rent, as further outlined in this document.

3.3 Final Payment(s) and Security Retainer: Any security retainer on file may be applied (in whole or part) to the final month, provided: (a) Client has upheld his/her portion of the Agreement; (b) there are no damages or repairs needed or all damages/repairs (if any) have been paid for; (c) there are no incidentals, administrative services fees, meeting room/day office fees, etc. or all such fees have been paid; (d) Client has returned all keys and key cards or Center has a reasonable belief/expectation Client will return such at the end of the final month; and (e) proper notice was given. The final month begins the 1st day of the month immediately following the 1st of the month notice is construed to be given, never to be less than 30 days, or one month's notice, whichever is longer.

3.4 Duration: This Agreement lasts for the period stated in Agreement and is expected to be extended automatically for successive periods equal to the current term until ended, in writing and with proper notice, by either Client or Center.

3.5 Bringing this Agreement to an end: Either Center or the Client can terminate this Agreement at the end date stated in it, or at the end of any extension or renewal period, by giving 30 days' written notice (applied to the upcoming 1st of the month) to the other. Unless otherwise agreed to in writing, all notices for month-to-month Agreements will only take effect one month from the 1st of the month. For example, if a Client sends notice on the 27th of the month, the 30 days' written notice is applied to the upcoming 1st of the month, meaning the 1st of that upcoming month will be the official notice date, a monthly payment will be processed as normal, and the last month of the Agreement will start the 1st of the following month. No prorating takes place on move-out, unless otherwise agreed to in

Thrive Business Centers, LLC dba "Texas Business Centers"
Client Contract and Service Agreement - Terms and Conditions

writing by both parties.

3.6 Termination of Agreement (other than 30 days' notice): To the maximum extent permitted by applicable law, Center may put an end to this Agreement immediately by giving the Client notice and without need to follow any additional procedure if (a) the Client becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or (b) the Client is in breach of one of its obligations which cannot be put right, or (c) its conduct, or that of someone at the Center with its permission or invitation, is incompatible with ordinary office use which shall be determined at Center or Center Director's sole discretion, or (d) Client is in violation of any of the Terms and Conditions or Code of Conduct. If Center puts an end to this Agreement for any of these reasons it does not put an end to any outstanding obligations, including the payment of any additional services used as well as the monthly fee for the remainder of the period for which this Agreement would have lasted if Center had not ended it. If Center terminates this Agreement under this Clause, Client forfeits the Security Retainer. If Center is no longer able to provide the services at the designated Center stated in this Agreement then this agreement will end, and the Client will be responsible for fees and services up to the date it ends.

3.7 Destruction of Property: Client is wholly responsible for the repair/replacement/etc. of any damaged property or damages to the property. Such expenses incurred shall include the direct cost, as well as indirect costs due to loss of business (if any) and administrative time and fees associated with handing the repair/replacement (such administrative fee will be a minimum \$50 fee).

3.8 Notices: All formal notices from Client regarding terminating their Agreement must be in writing to either: (a) Texas Business Centers, 1332 Teasley Lane, Denton, TX 76205, or (b) admin@texasbizcenters.com. It is the Client's responsibility to ensure receipt of such notice and receive confirmation from Center. It is always the Client's responsibility to keep their address of record up to date with the designated Center. Failure to do so could result in penalties or fees.

3.9 Confidentiality: The terms of this Agreement are confidential. Neither Center nor Client may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues after this Agreement ends.

3.10 Applicable Law: This Agreement is interpreted and enforced in accordance with the Laws of the State of Texas.

3.11 Enforcing this Agreement: The Client must pay any reasonable and proper costs including legal fees that Center incurs in enforcing this Agreement.

3.12 Late Fees: Center shall charge late fees. For regularly billed monthly fees, Client will incur a \$25.00 late fee if monthly fee is made after the 5th of the month. For a Client whose Agreement cycles on a day other than the 1st of the month, such late fee will be applied the 5th day after payment was otherwise due. An additional late fee of \$50.00 will be applied to Client's invoice on the 15th of the month (or the 15th day after payment was otherwise due for a Client whose cycle date is not the 1st of the month). After the 15th of the month (or the 15th day for Clients whose cycle is not the 1st of the month), a late fee of \$5.00 per day will be added to Client's invoice until the bill is brought current. Center reserves the right to turn any account over to a debt collection agency if Client has failed to communicate and make payment arrangements within any 90-day time frame. Lack of communication by the Client does not constitute a 30-day termination notice; regular fees and late fees will continue to accrue until Client arranges payment or Center turns the account over to collections and notifies Client in writing, either electronically or via mail.

3.13 Changes in Terms and Conditions or Code of Conduct: Center may change the Terms and Conditions, House Rules and/or Code of Conduct as Center deems necessary. Client understands and agrees to be held to the current terms of any such change. Center will provide a current copy at no charge to Client upon Client's request. Center will also provide these updated documents electronically, via e-mail or web portal, as needed.

4. Compliance and Use

4.1 Comply with House Rules and Code of Conduct: Client must comply with any House Rules and Code of Conduct, as further defined in this document.

4.2 Compliance with the Law: Client must comply with all relevant laws and regulations in the conduct of its business. The Client must do nothing illegal in connection with its use of the Center. Client must not do anything that may interfere with the use of the Center, cause any nuisance or annoyance, increase the insurance premiums Center has to pay, or cause theft, loss or damage in or to the Center (including damage to reputation) or to the owner of any interest in the building which contains the Center the Client is using. The Client acknowledges that (a) the terms of the foregoing sentence are a material inducement in Center's execution of this agreement and (b) any violation by the Client of the foregoing sentence shall constitute a material default by the Client hereunder, entitling Center to terminate this agreement, without further notice or procedure, at which time Client must vacate the premises and forfeit any fees paid, including, but not limited to, monthly fees and security retainer. Moreover, Client may be held liable for other fees, depending on the nature of the damage, and at the sole discretion of Center.

Thrive Business Centers, LLC dba "Texas Business Centers"
Client Contract and Service Agreement - Terms and Conditions

4.3 No Competition: Client must not carry on a business that competes with Centers' business of providing serviced office accommodations, virtual offices and other services.

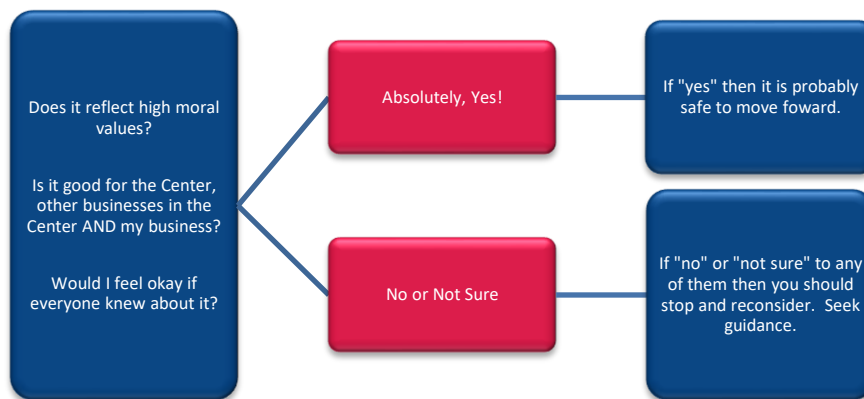
4.4 Client's Name and Address: Client may only carry on that business in its name or some other name that has been agreed to in writing by Center and Client.

5. Center's Liability

5.1 Liability: To the maximum extent permitted by applicable law, Center will not be liable for any loss sustained as a result of Center's failure to provide a service as a result of any mechanical breakdown, strike, or termination of Center's interest in the building containing the Center and the client expressly and specifically agrees to waive and agrees not to make any claims for damages. Moreover, Center is not liable for any illegal activity or wrongdoing of Client, and if Client is found to be involved or engaged in any illegal activity, wrongdoing or morally reprehensible behavior, Client shall be required to pay Center commensurate damages.

6. Code of Conduct

6.1 Overview: Ethical principles include appropriate workplace behavior and respect for all people. Center Values include an honest, unbiased and unprejudiced work environment. Client shall have values consistent with Center. In general, if there is a conflict or potential for conflict, follow the law. In a morally ambiguous case, follow the stricter of guidelines and opt toward morality. Failure to do these simple things may result in the Center terminating Client's contract. It is always appropriate, in any situation, to ask for help or guidance. A simple chart can help in basic circumstances:



6.2 Organizational Conduct: Center and Client must, at all times, comply with all applicable laws and regulations. Center does not permit any activity that could cause public scrutiny. All business conduct should well exceed the minimum expectations and standards of the law. Accordingly, all clients should ensure that no action they take can be interpreted as being in contravention of the laws and regulations governing Center's operations. If a Client is unsure about any legal requirements, he/she should seek legal advice.

6.3 General Client Conduct: Center expects its clients to conduct themselves in a professional, business-like manner, to include, but not be limited to: (a) upkeep of personal hygiene and appropriate modest attire and business-like clothing; and (b) professional and courteous behavior, free of bullying and derogatory remarks. Client's Agreement can be immediately terminated for any type of unprofessional activity. Unprofessional activities include, but are not limited to, any of the following taking place on the premises or to a known client off-premises: drinking, gambling, fighting, yelling, swearing, unreasonable damages, bullying, threat/intimidation/blackmail, discrimination of any form, soiling the facilities, etc. Client is responsible for cleaning up after themselves and their space; any Client creating an unclean space that would attract bugs or rodents is in violation and subject to termination and fees associated with damages and clean up.

Client must not engage in sexual harassment or any sort of discriminatory actions or harassment. Further, Client must not conduct themselves in a way that can be misconstrued. For example, sexual harassment may be considered present for the following reasons listed but not limited to, using inappropriate language, keeping or possessing inappropriate work materials in their area, or accessing inappropriate materials on their computer.

6.4 Conflicts of Interest: Center expects that clients will perform their work conscientiously, honest, and in accordance with the best interests of their own business, as well as the welfare of Center and surrounding businesses/clients. Client cannot use their position or knowledge gained as a result from services at Center for private or personal advantage. Regardless of the circumstances, if Client is involved in a course of action they have pursued, or are presently pursuing, or are contemplating pursuing, that may involve them in a

Thrive Business Centers, LLC dba "Texas Business Centers"
Client Contract and Service Agreement - Terms and Conditions

conflict of interest with Center, they should immediately communicate all the facts to Center Director. Failure to do so may result in termination of the Agreement, and, in certain circumstances, could result in fees.

6.5 Accountability: Accountability includes taking responsibility for your own actions, ensuring appropriate use of information, exercising diligence and duty of care obligations and avoiding conflicts of interest. Center allows for clients to have free rein over all reasonable activities, in accordance with the laws and regulations, they choose to pursue while at the Center. Client is responsible for their own trash disposal, and, as such, shall properly dispose of their own trash in the trash bins and shall not litter in their area, the common areas, the grassy areas and parking lot areas. Center has the right to bill any client for interference of Center's business practices, excessive usage of materials, trash left out, equipment or supplies left out, and any damages that occurred due to Client's use or misuse. Excessive or abusive use of materials and services provided for free may result in termination of Client's contract or additional fees.

6.6 Disciplinary Actions: This includes complaints handling and specific penalties for any violation of the code. Any complaints can be addressed directly in person to any of our staff, submitted in writing to Texas Business Centers, 1332 Teasley Lane, Denton, TX 76205, or submitted via email to: admin@texasbizcenters.com. Complaints and issues are encouraged to be reported and can be done so anonymously to make sure there is no biased decision making and the situation can be handled with discretion. We want to help handle any issues as soon as possible.