

TERMS AND CONDITIONS

Parties Q Space Ltd. (“Q Space Ltd.” or “Licensor”) Yourself (“Licensee”) The Licensor grants a licence to you, the Licensee, which provides non-exclusive occupation of the Premises on the terms and conditions set out in this Agreement. Upon accepting this Agreement, the Licensee will become a Member of Q Space.

FIRST SCHEDULE – Key Terms Premises: Q Space shared space facilities located at 134 Queens Drive, Lower Hutt. Permitted use: General office use.

Term: Flexible or fixed term as specified in the Letter of Agreement.

Commencement date: The membership start date as agreed with Licensor.

Letter of Agreement: The letter provided by the Licensor to the Licensee prior to the Commencement Date setting out the Term of your membership, Membership Fee and Commencement Date.

Membership Fee: The fee specified in our Letter of Agreement. Termination Date: 5:00pm on the Termination Date.

Renewal: The Term shall automatically renew unless either party notifies the other party that it does not wish the Term to renew at least 30 days before the expiration of the term.

Payment Dates: The Licence fee is to be paid in advance on a monthly basis. Payment is due on the 1st of each month. If the licensee begins their licence term part way through the month, then they will be invoiced for the partial month with payment due in 7 days, and then on the 20th of the month with payment due on the 1st of the month following ongoing. Licence fee is to be paid by automatic payment into the account specified in the schedule unless otherwise agreed with the Licensor.

Late Payments: If Licence Fee payment is late on more than two occasions, the Licensee will be required to show proof of automatic payment in order to continue membership.

Debt Recovery: If Licence Fees are not paid for three months or more, the outstanding debt will be referred to a debt collection agency, unless prior arrangement has been made with the Licensor. The Licensee is liable for all charges associated with debt recovery.

License Fee Review: A Licence Fee review can be instigated at any time by the Licensor provided written notice is given to the Licensee at least 30 days prior to the day the modified License Fee comes into effect.

SECOND SCHEDULE – License to use premises Terms Used In this License, unless the context requires otherwise: “Confidential Information” means all information all information disclosed or which becomes otherwise known by either of us, during the term of the License as a direct result of the Licensee’s occupation of the Premises, including information about other Members and our respective organizations, operations, administration, methods, business, finances, shareholders, customers, clients, suppliers and employees; “Traveller”, "Explorer" means a Member who does not have a 24 hour access to the Premises and who is not issued an access key; “Settler” means a Member who is provided an access key to the Premises and is entitled to 24 hour access; “License” means this deed of license; “License Fee” means the Membership Fee specified in the First Schedule; “Licensee” means the licensee named in this License and its successors and permitted assigns and, where expressly permitted at the sole and exclusive discretion of the Licensor, the employees, servants, agents, invitees, contractors and workmen of the Licensee; “Licensor” means the licensor named in this License, its successors and assigns and where not repugnant to the context the employees, servants, agents, workmen and authorized representatives of the Licensor; “Member” means the Licensee; “Membership Agreement” means this License and vice versa; “Membership Fee” means License Fee and vice versa; and “Premises” means the address listed on the cover page, at the Premises described in the First Schedule. In this License the singular includes the plural and vice versa and any provision of this License to be performed or observed by two or more persons binds those persons jointly and severally. Payment of License Fee & Key Bond the Licensee shall during the term created by this License pay the License Fee as stipulated in the First Schedule. The Licensee shall pay to the Licensor by way of automatic bank payment or in any other manner which the Licensor directs, on the Payment Dates specified in the First Schedule. If granted 24/7 access, The Licensee shall pay a \$70+gst bond for a key and security tag. This Bond will be repaid upon departure, less any deductions for Fees owed, damage, or access keys or tags not returned.

Outgoings: The Licensor shall bear the cost of the following outgoings: Electricity; Water; Wireless Internet (see Fourth Schedule); Printer; Rubbish removal; Other utilities and services as deemed fit at the sole discretion of the Licensor, including but not limited to the cost of an optional phone connection (but not the cost of calls made on that connection) and daily cleaning of the Premises. If the Licensor considers in its sole discretion that a proportion of the Licensee’s use of any or all of the above outgoings is excessive then the Licensee shall pay for that proportion of that outgoing. The Licensee shall bear the cost of the following outgoings: The cost of any other outgoings incurred in the operation of the Licensee’s business. For the avoidance of doubt, the outgoings paid by the Licensor are strictly limited to those outgoings specified in the “Outgoings” above. The cost of installing a phone landline if requested by the Licensee together with the cost of the rental of that land line and any calls made on that line. The cost of printing and photocopying per sheet of A4 or A3 paper. Damage to the Premises The Licensee shall rectify any damage to the Premises caused by the Licensee or persons under the control of the Licensee other than damage in respect of which

the Licensor is indemnified under any policy of insurance and such insurance has not been rendered irrecoverable by law by any act or omission of the Licensee. In the event the Licensor is indemnified under any policy of insurance for damage caused by the Licensee and/or persons under the control of the Licensee, the Licensee will, as and when required by the Licensor, pay any excess payments and all extra premiums payable by the Licensor on account of the extra risk caused by the Licensee's damage. If the premises or any portion of the building of which the premises form part shall be destroyed or damaged as to render the Premises untenable then either party may terminate this Lease by giving 10 working days written notice to the other if: The Tenant is unable to gain access to the premises for a period of 9 months or more; or The party that terminates this Licence can at any time prior to termination establish with reasonable certainty that the Licensee is unable to gain access to the premises for that period. Any termination shall be without prejudice to the rights of either party against the other and the licensee shall be responsible for the insurance of its own plant, fixtures, fittings, chattels and equipment used in the Licensee's business and the Licensor shall have no responsibility or liability in respect of those matters. No Access in Emergency If there is an emergency and the Licensee is unable to gain access to the premises to fully conduct the Licensee's business from the premises because of reasons of safety of the public or property or the need to prevent reduce or overcome any hazard, harm or loss that may be associated with the emergency, including restriction on occupation of the premises by any competent authority, then 50% OR a fair portion of the rent and outgoings shall cease to be payable from the date when the Licensee is unable to gain access to the premises to fully conduct its business from the premises until the inability ceases. Indemnity The Licensee shall indemnify and keep indemnified the Licensor from any action, claim, demand, loss, damage, cost, expense and liability which the Licensor may suffer or incur, or for which the Licensor may become liable in respect of or arising from: The loss, damage or injury from any cause to property or persons (whether in or outside the Premises) caused or contributed to by the use or misuse of the Premises by the Licensee, or by the condition of the Premises or any part thereof, or by any act, omission, neglect, breach or default on the part of the Licensee; and any failure by the Licensee to comply with any obligation imposed by the Licensor under this Licence or by law. The Licensee shall only be liable to indemnify the Licensor under this clause to the extent that the Licensor is not insured under any policy of insurance (the proceeds of which have not been rendered irrecoverable by law, or by any act or omission by the Licensee) or is not fully indemnified under any policy of insurance and the insurer of the Licensor has approved the Licensor's claim and made payment to the Licensor. Licence Fee Review The Licence Fee may be reviewed by the Licensor on the terms and on the dates set out in the "First Schedule" in the following manner: At any time the Licensor may give notice in writing to the Licensee specifying the new Licence Fee proposed by the Licensor which the Licensor considers is or will be equal to the current market licence fee of the Premises as at the date of review. The Licensee may by notice in writing to the Licensor within 10 days after receipt of the Licensor's notice dispute that the proposed new Licence Fee is not equal to the current market licence fee of the Premises and require the new Licence Fee to be determined by arbitration whereupon the new Licence Fee shall be determined by arbitration as provided for at the "Arbitration" clause. . If the Licensee fails to give notice to the Licensor in accordance with the provision above the Licensee shall be deemed to have accepted the proposed new Licence Fee specified in the Licensor's notice. The new Licence Fee determined pursuant to the last sub-clause or by way of arbitration as the case may be shall be the Licence Fee payable by the Licensee from the date of review specified in the Licensor's notice. In no circumstances shall the amount of any new Licence Fee determined be less than the Licence Fee payable by the Licensee during the term of licence immediately prior to the date of review specified in the Licensor's notice. Licensee to Occupy Premises at Own Risk The Licensee agrees to occupy and use the Premises at the Licensee's risk and releases, to the full extent permitted by law, the Licensor, its servants and

agents from all claims and demands of any kind and from all liability which may arise (other than as a result of any misconduct or negligent act or omission of the Licensor and/or its servants or agents) in respect of any accident, damage or theft affecting any person or property in or about the Premises. No Warranty by Licensor as to Suitability The Licensor does not in any way warrant that the Premises are or will remain suitable or adequate for any of the purposes of the Licensee and, to the full extent permitted by law, all warranties as to suitability and to adequacy implied by law are expressly negated. Use of Premises The Licensee will use the Premises for the sole purpose of conducting the business stated in First Schedule and the Licensee will not under any circumstances alter or change the stipulated use of the Premises without the prior written consent of the Licensor. That consent may be refused by the Licensor without the necessity of the Licensor to give reasons for that refusal and, if that consent is granted, the Licensor may impose whatever reasonable conditions as it deems necessary and expedient in the particular circumstances. Compliance with the clause is deemed to be of the essence. The Licensee acknowledges that the Licensor will provide sufficient space for the number of Members specified in the Membership details but that no specific space or spaces are allocated to the Licensee and that the Licensor may at any time allocate different space or spaces to the Licensee so long as such spaces are sufficient to accommodate that number of Members. The Licensee shall be entitled to the use of the meeting room facilities as availability dictates together with use of shared areas and the kitchen and bathroom facilities within the Premises. The Licensee will not use the Premises for any activity or purpose which is unlawful, immoral or indecent or which in the Licensor's opinion offends commonly accepted standards of decency. The Licensee must not make or allow to be made any alterations or additions to the Premises or its equipment or fittings without the prior written consent of the Licensor. The Licensee must not do or allow anything which may be or become a disturbance, nuisance or annoyance to the Licensor, other Members or the occupiers of adjoining or neighbouring premises. The Licensee must not operate any UAV or other remote-controlled vehicle inside the indoor spaces of Q Space premises. If the Licensee operates any UAV or other remote-controlled vehicle outdoors in Q Space premises, the Licensee is responsible for any and all damage that may be caused. The Licensee acknowledges that their Membership under this Licence does not entitle them to the use of any car parks owned by the Licensor but that the Licensor may agree to allow the Licensee to have the use of a car park at an agreed fee which arrangement will be documented in a car park licence. Maintain Standards In furtherance of the Licensee's obligations, the Licensee shall at all times conduct the Licensee's business in a professional manner commensurate with the high standards of trading required by the Licensor and necessary to promote the reputation of the Premises. Compliance with this clause is deemed to be of the essence. If the Licensee has failed or is failing to achieve such standards specified above then the Licensor may serve on the Licensee notice in writing containing directions as to the future conduct of the Licensee's business and the Licensee shall immediately comply with such directions. If the Licensee fails to achieve such standards within the time specified by the Licensor then the Licensor (without prejudice to any of its other rights and remedies under this Lease) shall be entitled to exercise its rights under clause 13. Permanent Members Entitled to After-Hours Access Permanent Members will be entitled to use the Premises throughout the 24 hours of each day in the year. However, the Licensor will not be liable for any reason whatsoever should any member, whatever their membership type, be unable to gain entry to the Premises. Termination of Licence If any of the following occur then the Licensor shall be entitled terminate the Licence: Any part of the Licence Fee is in arrear and unpaid for the space of 14 days after any of the due dates for payment, whether or not any demand for payment has been made; or The Licensee makes or attempts to make any composition, assignment or other arrangement with or for the benefit of the Licensee's creditors; or The Licensee breaches any of the other terms contained or implied in this Licence to be complied with by the Licensee. Termination of the Licence shall not release the Licensee from liability for the

Licence Fee then due or for any antecedent breach of any of the terms contained or implied in the Licence. The licensee is not permitted to terminate the licence within the first three months of the licence term. After either the minimum three month licence term or the fixed term specified in the Letter of Agreement has passed, the Licensee may terminate the licence: if the Term is for less than 12 months, after the licensee has given 30 days written notice to the Licensor; or if the Term is for more than 12 months, after the licensee has given 3 months written notice to the Licensor. If the Licensee gives written notice to terminate the licence the Licensee must pay the Licence fee until either the end of the month which the notice period specified at a) or b) above expires, or the end of the month in which the Licensee moves out of the Premises (whichever is later).

Fittings The Licensee may be permitted to upholster the Premises with their business logo, branding or other similar fittings to the extent permitted by the Licensor. The Licensee may only install such fittings, upon written request and being granted consent at the sole and exclusive discretion of the Licensor, which can be withheld without reason. For the avoidance of doubt, such fittings do not impart to the Licensee any rights of exclusive possession, and the Licensor retains sole and absolute discretion to control the Licensee's area of operation within the Premises. Upon the expiry or sooner determination of the Licence, and/or upon demand being made by the Licensor, the Licensee shall remove all logos, branding and fittings which the Licensee has installed in the Premises and shall make good at the Licensee's own expense all damage caused by the removal of such fittings.

Arbitration Every dispute that arises out of or in connection with this Licence shall be determined in accordance with the Arbitration Act 1996, except that where the parties fail to agree on the appointment of an arbitrator within 10 working days of referral of the dispute to arbitration, the appointment will be made by the President for the time being of the District Law Society.

Severability If any part, term or provision of these Terms is found to be unenforceable or rendered to be ineffective by virtue of illegality or otherwise, then such provision shall be severed without affecting the validity or enforceability of the rest of these Terms.

Additional Rights of Licensee In addition to the other rights contained in this Licence, the Licensee shall have the right: to conduct business of the type and nature described in the First Schedule; to use facilities such as kitchen and bathroom facilities and common areas of the building of which the Premises form part, as notified by the Licensor from time to time; to use meeting rooms subject to availability; and of access to and egress from the Premises for the Licensee's customers, agents, employees, servants or contractors and those having business with the Licensee at all reasonable times as required by the Licensee in connection with the conduct of the Licensee's business.

Licence only The rights conferred by this Licence rest in contract only and shall not create in or confer upon the Licensee any tenancy or any estate or interest whatsoever in or over the Premises and that the rights of the Licensee shall be those of a licensee only and do not comprise or include any further or other right. This Licence shall confer no right of exclusive occupation of the Premises to the Licensee and the Licensor may at any time and at all times and from time to time exercise all its rights including its right to use possess and enjoy the whole or any part of the Premises, save only insofar as such rights shall prevent the operation of this Licence.

No Competition The Licensee shall not solicit or otherwise entreat other Licensees within Q Space with regards to them taking up a joint lease, sublease shared space, home office, or any other shared work arrangement. Further, where any Licensee is found to have taken up such an arrangement with another Licensee (present or past), the Licensee receiving payment for such arrangement from the other shall be liable to pay Q Space an amount equal to the membership fees formerly due from the paying party, for a maximum of 3 months. The Parties both agree that all obligations under this clause continue for 6 months after the conclusion of the Term.

Assignment and Transferability The Licensee may not assign, novate or otherwise transfer its rights and/or obligations under this Agreement without the prior written consent of the Licensor.

THIRD SCHEDULE - Confidentiality Use of Confidential Information The Licensor and the Licensee (together, “the Parties”) both agree to keep strictly confidential all Confidential Information and to take all reasonable practical steps to prevent any unauthorised use or disclosure of the Confidential Information. The Parties both agree that, unless the explicit consent of the other is first obtained, neither party may: Use any Confidential Information for any purpose other than the purpose it was provided; or Copy or reproduce any Confidential Information in any way. Personal information provided, and related comments made, by either party will be treated by the other as strictly confidential. Provision of this information by either party will be deemed to be made with the authorisation of the individuals concerned. Disclosure Required by law If either party is legally required to disclose any Confidential Information provided by the other, the party so obliged must: advise the other of this obligation before disclosing it; and only disclose that part of the Confidential Information which is required to be disclosed. Confidentiality Agreement Continues after Term ends The Parties both agree that the obligations under this agreement continue after the conclusion of the Term. Ownership of Confidential Information The Parties both agree that the Confidential Information, and all copyright and other intellectual property rights in the Confidential Information, belongs to the disclosing party. Breach of Confidentiality Obligations The Parties each acknowledge that in the event of any breach of this agreement by either Party the other is entitled to equitable relief including, without limitation, an injunction and damages. No Waiver of Rights Any failure to exercise any right or remedy available to either party does not limit the other party’s rights to exercise that or any other right or remedy.

FOURTH SCHEDULE - Wireless Internet Policy Q Space WiFi Access Terms and Conditions THE SHORT STORY:Q Space does not guarantee uninterrupted network service, though we will always do our best to facilitate this. We use the internet primarily for business purposes. We do not download material that may be considered objectionable by other residents including pornography or illegally shared data. We do not use data in such quantity that it impacts on cost or bandwidth for all residents. We do not set up additional hardware or sub-access points on Q Space network. If you’re unsure about what constitutes ‘acceptable use,’ ask a member of your Community Team. THE FULL FINE PRINT: Your access to the Service is completely at the discretion of Q Space. Access to the Service may be blocked, suspended, or terminated at any time for any reason including, but not limited to, violation of this Agreement, actions that may lead to liability for Q Space, disruption of access to other users or networks, and violation of applicable laws or regulations. Q Space reserves the right to monitor and collect information while you are connected to the Service and that the collected information can be used at discretion of Q Space, including sharing the information with any law enforcement agencies. Q Space may revise this Agreement at any time. You must accept this Agreement each time you see it while using the Service and it is your responsibility to review it for any changes each time. We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

IF YOU DO NOT AGREE WITH THESE TERMS, INCLUDING CHANGES THERE TO, DO NOT ACCESS OR USE THE SERVICE.

Disclaimer You acknowledge: that the internet is primarily for business purposes that the Service may not be uninterrupted or error-free; that your device may be exposed to viruses or other harmful applications through the Service; that Q Space does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection Q Space is not responsible for the loss of users’ files or data. Users should take their own steps to backup and protect important information. that Q Space can at any point block access

to Internet Services that they deem violate the acceptable terms of use. The service and any products or services provided on or in connection with the service are provided on an "as is", "as available" basis without warranties of any kind. All warranties, conditions, representations, indemnities and guarantees with respect to the content or service and the operation, capacity, speed, functionality, qualifications, or capabilities of the services, goods or personnel resources provided hereunder, whether express or implied, arising by law, custom, prior oral or written statements by Q Space, or otherwise (including, but not limited to any warranty of satisfactory quality, merchantability, fitness for particular purpose, title and non-infringement) are hereby overridden, excluded and disclaimed. Acceptable Use of the Service You must not use the Service to access Internet Services, or send or receive emails, which: are defamatory, threatening, intimidating or which could be classed as harassment; contain obscene, profane or abusive material; contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature); contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation; contain material which infringe third party's rights (including intellectual property rights); in our reasonable opinion may adversely affect the manner in which we carry out our work; contain forged or misrepresented message headers, whether in whole or in part, to mask the originator of the message; are activities that invade another's privacy; or are otherwise unlawful or inappropriate; You must not use the service to access illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity. You will not use the service to distribute Internet Viruses, Trojan Horses, or other destructive software. You will not modify or extend network services or wiring beyond their intended use. You must not use Routers, DHCP servers, or NAT servers. You must not set up additional hardware or sub-networks over the Internet. Activities which degrade the performance of a computer system or network, use a system or network for which the user is not authorised, or deprive authorised users of resources or access to computers or networks is prohibited. We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement. Criminal Activity You must not use the Service to engage in any activity that constitutes or is capable of constituting a criminal offence, either in New Zealand or in any country throughout the world. You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities. You agree and acknowledge that we will monitor your activity while you use this service and keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address You further agree we are entitled to cooperate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have and are entitled to provide by law, to law enforcement authorities or rights-holders. By agreeing to the Q Space Membership Agreement, I confirm that I accept these terms and conditions as the basis of my use of the wireless Internet access provided.

FIFTH SCHEDULE – Additional policies In addition to the terms and conditions stipulated above the Licensee agrees to abide by the following policies of the Licensor