

This Service Agreement is made between Servcorp (1), the Client (2) and the Guarantor (3) below.

Date: Tuesday, 26 June 2018

1) Servcorp Location (Centre)

City: Bondi Junction - NSW

Servcorp Company: Servcorp Sydney 22 Pty Ltd

Address: Suite 2201 Level 22 Tower Two Westfield Bondi Junction 101 Grafton Street

Bondi Junction NSW 2022

ABN/CAN: 79 141 477 134

2) Client (You/Your)

Company: Czech Trade Promotion Agency

Address: Dittrichova 21, 128 01, Prague Czech Trade

Republic

Email Address: [REDACTED]

ABN/CAN: CZ00001171

3) Guarantor

Name

Residential Address

Telephone Number

Passport/Driver's License

Date of Issue

Issuing State/Country

4) Commercial Reference

Name

Company Name

Email Address

Telephone Number

Comments:

Monthly Office(s) Fee shall be \$2000 during the initial lease term. The Monthly Office(s) Fees payable after the Initial Term will be determined in accordance with clause 5(b) overleaf. Monthly Office(s) Fee listed in section 6 above will accommodate up to 2 person. Activation fees shall apply for additional people after the commencement date. In addition, Servcorp Connect Packages shall increase to correlate with the number of persons occupying the office. Servcorp Connect 2 person will include at no additional charge \$720 worth of local, national, international and mobile telephone calls as well as 50GB worth of internet usage thereafter billed at \$0.15 per MB thereafter.

5) First Month Charges

Your Monthly Office(s) Fee includes Executive Office rental; Executive Office furniture, as agreed; cleaning and air conditioning (during business hours and excluding Public Holidays); complimentary day office usage for five days per month per organisation, outside your home city; daily mail delivery; reception daily newspapers; 24-hour lift access pass and a key per office.

Item	Details	Quantity	Price
Office(s) rental	Suite 2211	1	\$2000
Outgoings		1	\$500
Servcorp Connect	2 Person	2	\$720
Beverage pack	\$65 / Person	2	\$130

Activation Fees

Subtotal

Tax Amount

Security Deposit

Total Amount Due

10% GST

(Already held \$1690)

\$3,350

\$335

\$

6) Office Details (Your Office)

Office(s) to be occupied (the 'offices')	2211
Monthly Office(s) Fee	\$2,000
List Office(s) Fee	\$2,700
Discount for Initial Term	25%
Term Commencement Date	01.10.2018
Initial Term Ending Date	30.09.2019
Initial Term	12 months
Notice period	2 months
Number of people	2

This Agreement will continue after the Initial Term Ending Date unless it is terminated by You or Servcorp in accordance with Clause 5 overleaf. On termination certain administrative and make good fees apply and Virtual Office Membership fees will also be payable as described in Clause 7 overleaf.

You and Guarantor confirm that you have read and understood the terms and conditions overleaf and agree to be bound by them and Servcorp agrees to provide the Office Service and other Services as mentioned. THIS SERVICE AGREEMENT INCLUDING SUBSEQUENT TERMS AND CONDITIONS (WHICH FORM PART OF THIS SERVICE AGREEMENT) ARE CONFIDENTIAL

Signed for and on behalf of Servcorp

Name (Printed)

Date

Signature

Signed by the Guarantor

Name (Printed)

Date

Signature

Signed for and on behalf of the Client

Name (Printed)

Date

Driver's License/Passport Number

Signature

Small Communications

The email address provided on the service agreement shall be used by Servcorp for all email communications with you. This includes general client communication, pricing changes, news and special offers. If you wish to opt out of an alternate email address must be provided to Servcorp. If you do not want to be contacted at this email address, please otherwise inform the Service Agreement. Your email address will not be provided to any outside or third party provider.

Terms and conditions specific to this Service Agreement

1. The Office and Services
 - a. Servcorp will provide to You:
 - i. Use of the office space referred to in Section 8 overleaf (Your Office) at such location or, subject to clause 1(c) below, locations within the Servcorp Office specified in section 1 overleaf (Centre) as Servcorp, acting reasonably, shall designate from time to time.
 - ii. Provide core services including but not limited to a) Servcorp Connect which comprises Unified Communications, Servcorp Broadband Connection(s), and MyServcorp, b) Beverage Pack per person comprising coffee, tea and filtered water and c) Outgoings which comprises of electricity, building maintenance and other service charges as determined by Servcorp (Core Services).
 - iii. Provide other ancillary services as requested by You and agreed to by Servcorp, the contents of which shall be separately designated by Servcorp (Ancillary Services). The Core Services and Ancillary Services (collectively, Services) may include, at Servcorp's absolute discretion, entries for You on the building directory board, car parking, lockers, shower and bike rack facilities and any other amenity within the building that Servcorp has the right to use and/or access under its lease of that premises within that building. Ancillary Services are set out in our Service Directory.
 - b. Servcorp and You acknowledge that this Service Agreement does not constitute or create any tenancy, tenancy interest, leasehold estate or other real property interest and this agreement is not a rental agreement with respect to Your Office, nor does it entitle You to exclusive possession of them.
 - c. You agree and acknowledge that for as long as this Service Agreement continues, if Servcorp deems reasonably necessary or desirable, the accommodation may be provided in office space at the Centre other than Your Office which Servcorp, acting reasonably, determines is of at least equivalent quality to Your Office, provided that Servcorp provides You with at least two weeks advance written notice. Expenses incurred in connection with such move to other office space shall be borne to the extent reasonable by Servcorp.
 - d. You acknowledge that the Services will be shared with other clients of Servcorp.
 - e. You acknowledge that Servcorp owns all telephone numbers and IP addresses allocated to You, and agrees that they are only available to You while You have this Service Agreement with Servcorp.
2. Taking care of The Office and other conduct
 - a. You must not and must ensure none of your officers, employees, agents, consultants, contractors, clients or visitors abuse or mistreat any persons employed by Servcorp or any of its related parties.
 - b. You must take care of any goods, facilities equipment or space used by or provided to You pursuant to this Service Agreement and keep them in a clean condition.
 - c. You must not display anything in the windows or doorways or make alterations or additions or install heavy equipment in the Centre, without the written consent of Servcorp.
 - d. You must not damage or mistreat any equipment provided by Servcorp as part of the Services.
 - e. You must not allow the installation of any machine, cabling, IT or telecoms connection in the Centre for sending or receiving of any communications without the prior written consent of Servcorp.
 - f. You must not sleep or permit anyone to sleep in the Centre at any time whatsoever.
 - g. You must not hold or permit to be held any retail sales or sale by auction in the Centre.
 - h. You must not smoke, or permit others to smoke, in Your Office or the Centre.
 - i. You must not use the Centre for any immoral or illegal purposes.
 - j. You must not obstruct others' sales and business activities in the Centre or cause any nuisance, annoyance or interference to any persons or premises in the Centre.
 - k. Servcorp retains the right to not accept any excessively large, unreasonable or unlawful packages.
 - l. You must not permit or keep in Your Office any substances of a dangerous, corrosive, combustible, explosive, radioactive or offensive nature or which might damage any premises, buildings or conducting media.
 - m. You must ensure that Your officers, employees, agents, consultants, contractors, clients and visitors who attend the Centre wear business attire at all times.
 - n. You must pay to Servcorp on demand any sums reasonably required by Servcorp to repair to the satisfaction of Servcorp any damage to the Centre resulting from neglect, omission or a deliberate or careless act or a breach of any condition of the Service Agreement by You or any person who enters or is upon the Premises with Your express or implied consent. If You fail to do so Servcorp may do so at Your expense.
3. Insurance
 - a. You must insure for public liability covering all sums which You may become legally liable to pay for up to **US\$2million**. It is Your responsibility to ensure that You have adequate public liability insurance.
 - b. You must insure all goods held in the Office(s).
 - c. Servcorp will insure for Public Liability covering all sums which Servcorp may become legally liable to pay.
4. Fees and Payment
 - a. You must pay the Monthly Office Fee monthly in advance by way of Direct Debit on the first day of each month to Servcorp at its bank and in respect of any broken period a pro-rata adjustment shall be made. Cancellation of the Direct Debit without Servcorp's prior consent is a breach of this Service Agreement.
 - b. Services are to be paid for within seven days after invoice. You must notify Servcorp in writing of any dispute and the reasons for it within seven days of date of invoice. You still must pay the undisputed portion of the invoice(s) on or before its due date.
 - c. You must pay all charges for Services rendered by Servcorp to You at the rates stipulated by Servcorp from time to time. Servcorp reserves the right to change the charges for Services as it may reasonably determine, provided that Servcorp provides at least one month's notice to You.
 - d. Any invoice issued to You shall constitute a formal demand for payment. Any monies owing to Servcorp for more than 14 days shall bear a late payment administrative fee at the rate of 3% per annum above Servcorp's annual overdraft charge until payment is made in full.
 - e. All prices quoted are exclusive of any government taxes where applicable and allowable by law.
 - f. Should payment for Services and/or charges be made by any payment method other than Direct Debit Servcorp reserves the right to charge a payment administration fee per payment.
 - g. Should payment for Services and/or charges be made by credit card, an administration fee will be applied at the rates stipulated by Servcorp's Merchant.
 - h. You must pay all reasonable costs relating to this Service Agreement, including legal costs, stamp duty and any bank charges payable by Servcorp in respect of Your Office and provision of the Services pursuant to this Service Agreement.

5 Continuation of Agreement

- a. Unless validly terminated by You or Servcorp, this Service Agreement will automatically continue for successive periods (each an Extension) equal to the Initial Term, subject to the additional right that You or Servcorp may terminate an Extension at any time by giving 3 months' written notice to the other party.
- b. At least one month prior to the last date by which You may serve a notice to terminate the temporary occupation at the end of the Initial Term or current Extension (whichever is relevant), Servcorp may notify you in writing that the fees payable in respect of the next Extension will be increased to the List Office(s) Fee set out in Section 6 overleaf or such other fees as Servcorp may reasonably determine.

6 You are Responsible for Your Things

To the full extent permitted by law:

- a. You acknowledge that Servcorp and its related parties (including their employees and agents), with the exception of gross negligence or wilful misconduct by, or theft, loss or damage caused by Servcorp and its related parties, shall accept no liability whatsoever with respect to theft, loss or damage to any items in Your Office.
- b. You acknowledge that Servcorp and its related parties (including their employees and agents), with the exception of gross negligence or wilful misconduct by, or loss or damage caused by Servcorp and its related parties, shall accept no liability whatsoever with respect to the loss, damage, or alteration of any data due to failure or defect of the hardware, software, internet, voicemail or communications system(s).

7 Termination

- a. You must provide one month's notice to Servcorp in writing to terminate monthly Core and Ancillary service rentals (i.e., including Directory Board Listing and any other optional or ancillary service provided and charged on a recurring monthly basis).
- b. The occupation of Your Office may be terminated by You or Servcorp by giving the other the required prior written notice that the occupation will end on the Initial Term Ending Date or the end of the current Extension (whichever is relevant), or otherwise in accordance with this agreement.
- c. The required prior written notice for a notice given pursuant to clause 7(b) is the Notice Period specified in section 6 overleaf.
- d. If Servcorp reasonably considers that You or any of Your employees, visitors or customers are conducting themselves in a manner materially inconsistent with the Headlease, or which seriously endanger or threaten the health, safety or security of any person at the Centre, or the reputation of Servcorp, the Centre, or other clients or prospective clients of Servcorp at the Centre, Servcorp may terminate this Service Agreement by giving one month's written notice to You.
- e. If You:
- i. fail to pay any fee by its due date; or
 - ii. breach any term of this Service Agreement,
- and do not pay the full amount owing or remedy that breach within seven days of being requested in writing by Servcorp to do so, Servcorp shall have the right to withhold Services (including access to Your Office and incoming and outgoing telephone calls) and/or terminate this Service Agreement and re-enter Your Office without further notice and shall have a general lien on all of Your property physically situated on any premises of Servcorp or alternatively at Servcorp's discretion continue this Service Agreement as a periodic Service Agreement from month to month.
- f. You are responsible for Servcorp's reasonable costs in recovering any monies owed under this Service Agreement.
- g. Upon termination of this Service Agreement for any reason:

Only Make good
Charge - II
No other costs

- i. You may remove Your possessions and must remove Your signs provided that any damage or defacement occasioned in the course of such removal must be remedied by You immediately using a contractor approved by Servcorp and at Your own expense. If You fail to do so, Servcorp may do so at Your expense.
- ii. You must promptly and peacefully cease to occupy Your Offices and leave them in the condition and state of repair required by this Service Agreement, and at the same time hand over all keys and access cards.
- iii. A reasonable fee, capped at two months' Office(s) Fee will be charged for administrative and office costs related to termination of the Service Agreement. This includes, but is not limited to administrative fees, termination of phone and internet connections, loss of rent while make good of the premises, restoration of fittings, furniture repair, and maintenance to common areas and floor equipment which is carried out by Servcorp's nominated contractors and personnel.
- iv. At the time of termination, You will also be required to pay a call administration/handling fee equivalent to The Virtual Office subscription for a period of three months from the date of termination, the price of which is published on Servcorp's website as amended by Servcorp, acting reasonably, from time to time. This subscription endeavors to ensure a smooth transition for Your business out of Servcorp, including call handling and redirection of mail by Servcorp.

8 Security Deposit

- a. You must provide a security deposit as specified in section 5 overleaf.
- b. Any security deposit lodged by You under this Service Agreement will be lodged as security for Your liability for all matters under this Service Agreement. Servcorp shall be entitled to deduct from the security deposit any monies owed to Servcorp for the Services or apply the same towards the satisfaction of any amount that is payable by You to Servcorp or to a third party pursuant to this Service Agreement. Neither the payment of the security deposit nor any deduction from it by Servcorp shall relieve You from any of Your obligations under this Service Agreement or act as a waiver of or otherwise limit Servcorp's right to recover against You for any breach of this Service Agreement.
- c. Following termination, any debts or outstanding amounts owed by You may be settled in full by Servcorp using part or all of the security deposit held should You fail to pay the final invoice.
- d. Subject to clauses 8(e) and 8(f), Servcorp will refund any remaining security deposit within 30 days of Your account being settled in full.
- e. You must provide forwarding bank details to facilitate the return of the security deposit.
- f. If after 360 days after the date of termination of this Service Agreement, forwarding bank details have not been provided for the refund of the security deposit and Servcorp has made a reasonable attempt to gain forwarding bank details and endeavored to notify You of the forfeiture risks under this clause (f), the security deposit shall be deemed to be forfeited to Servcorp absolutely.

9 The Head Lease

- a. You acknowledge that this Service Agreement is subject and subordinate to the terms of Servcorp's head lease (Head lease) and any other documents or provisions binding on Servcorp or Servcorp's use of the Building. You acknowledge that the landlord under the Head lease has no obligation to You.
- b. The parties agree that this Service Agreement is dependent and conditional upon the Head lease and that if the Head lease is terminated for any reason this Service Agreement and Your right to occupy Your Office shall also immediately terminate without prejudice to any antecedent rights.
- c. You must comply with all acts, legislation, regulations and bylaws applicable to the Centre and comply with any procedures issued or required by the landlord under the Head lease and notified to You.
- d. Should Servcorp determine in its absolute discretion that You are carrying on illegal activities or in breach of the provisions of Clause 9(c) and You fail to rectify this illegality or breach within 7 days of being notified by Servcorp, this Service Agreement shall terminate with immediate effect.

10. Our Staff

- a. If You, or any business which You directly or indirectly control or are associated with, at any time during the term of the Service Agreement, or within 12 months after termination of the Service Agreement, employs/contracts any of the staff employed or who were employed by Servcorp or any of its related parties during the term of the Service Agreement and who worked at the Centre then You must pay to Servcorp by way of a placement fee an amount equal to 30% of the new annual wage and/or annual cash package of the employee. The applicability of liquidated and ascertained damages applies to all staff whether permanent, part-time or otherwise.

11 Guarantor's Liability

- a. The Guarantor unconditionally agrees jointly and severally with You to be liable to Servcorp for the payment of Services and all other monies

- payable by You and also for Your due performance and observance of all the terms and conditions of this Service Agreement.
- b. All the provisions of this guarantee shall apply to all of Your liabilities in respect of any other property owned or run by Servcorp or Servcorp's Affiliates.
- c. In case the Guarantors registered home address, name, business name, company representative(s), company registration, or any other personal contact information has changed, You and the Guarantor must notify Servcorp in writing within 14 days.
12. General
- a. Any written notice required or authorised by this Service Agreement:
- Shall be deemed to have been served on You if emailed, delivered to Your Office or sent by registered post to Your last known address and in the latter case shall be deemed to have been served on the second working day after posting.
 - Shall be deemed to have been served on Servcorp only if emailed, hand delivered or sent by registered post to the Manager of the Servcorp location being occupied under this Service Agreement.
- b. You confer on Servcorp, or any party appointed by Servcorp, the right to purchase and store drinks, including liquor, at the Centre, on Your behalf
- c. Servcorp shall have the right to pursue You for monies owed under this Service Agreement including, but not limited to, forwarding Your contact information to legal advisors, collection agencies and credit reporting bodies which may result in listing a default against You and/or Guarantor where applicable.
- d. The governing law of this Service Agreement will be the law of the Country and State in which the premises are located.
- e. If any provision, clause or paragraph of this Service Agreement is prohibited, void, illegal or unenforceable, then such provision, clause or paragraph will be severed from this Service Agreement without affecting the remainder of this Service Agreement.
- f. You agree to provide any information and documents reasonably required by Servcorp to comply with any applicable anti-money laundering or counter-terrorism financing laws ("AML/CTF Laws") including, without limitation, any applicable laws imposing "know your customer" or other identification checks or procedures that Servcorp is required to comply with under the AML/CTF Laws. If Servcorp does not receive the information and documents from You, Servcorp has the right at its absolute discretion to terminate the Service Agreement.
- g. All Servcorp Broadband Internet Connections are subject to the current terms of use and fair use policy which are determined by Servcorp, acting reasonably, from time to time, and made available to You.

©2017

Your Initials:

Date:

26 6 2018

