

B.O.S.S. LIMITED CLIENT AGREEMENT

1. Clients details Company name: Contact name: Registered office: Company registration no: VAT No: Trading / Invoicing Address: Telephone no: Fax no: Mobile No: Email:													
2. Company Classification <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Limited company</td> <td style="width: 10%; text-align: center;">[]</td> <td style="width: 30%;">Plc</td> <td style="width: 10%; text-align: center;">[]</td> </tr> <tr> <td>Partnership</td> <td style="text-align: center;">[]</td> <td>Sole Trader</td> <td style="text-align: center;">[]</td> </tr> <tr> <td>Proprietor</td> <td style="text-align: center;">[]</td> <td>Others</td> <td style="text-align: center;">[]</td> </tr> </table>		Limited company	[]	Plc	[]	Partnership	[]	Sole Trader	[]	Proprietor	[]	Others	[]
Limited company	[]	Plc	[]										
Partnership	[]	Sole Trader	[]										
Proprietor	[]	Others	[]										
3. Type of Business:													
4. Services Required Full Virtual Services [] Virtual Offices Services []													
5. Accommodation Room No:	6. Service Period Commencement Date: Expiry Date:												
7. Agreement addendums													
8. Service fees (Excluding VAT) No of Workstations: Current list price: (per month) Client rate: (per month) Total value of agreement: All prices quoted are subject to VAT at the prevailing rate from time to time													

BUSINESS OFFICES SERVICES LIMITED TERMS AND CONDITIONS

1. Definitions and interpretation

- 1.1 The expression in the particulars shall have the meanings set out in the boxes and shall apply to the terms and conditions where the context so requires and the terms and conditions together comprise this Agreement.
- 1.2 The expression set out in the left hand column below shall have the meanings set in the right hand column below.

Accommodation	Includes the fixtures and fittings within the Serviced Office or Meeting Room and in the event of B.O.S.S. exercising its right under clause 6.5, the alternatives suite(s) shall be deemed to be the accommodation from the date of relocation.
Additional Services	The additional services include all add-on services, usages, pay as you use services, available at the business centre from time to time, details of which (including costs) are available from the concierge.
Additional Service Fee	The cost of each additional service provided to the client as published from time to time by B.O.S.S. and available from the concierge provided that B.O.S.S. may increase the fee for any additional service upon 10 working days written notice
Business hours	08.00 to 18.00 on a working day or such other hours as notified to the client by B.O.S.S.
Common Facilities	The reception, business lounge refreshment area, toilet, photocopying, fax and other facilities within the office premises which are available for use by the client in common with other clients of B.O.S.S.
Concierge	The authorised personnel provided by B.O.S.S. to conduct the concierge duties
Extension period	The periods of extension of service period under clause 3.2 (check)
Inventory	The inventory evidencing the state and condition of the accommodation and equipment signed by the operator and client and attached to this Agreement
Payment date	5 working days from date of invoice
Regulations	The written regulations issued from time to time by B.O.S.S. relating to use and operation of the Service Offices or Virtual Offices
Service period	Shall include any extension period
Services and facilities	Those services and facilities as set out in box 4 of the particulars and including <ul style="list-style-type: none"> • use of common facilities during business hours within Serviced Offices • lighting, cleaning and maintenance of common facilities and the accommodation within Serviced Offices • the provision of air conditioning in the common facilities and the accommodation during business hours to the extent that B.O.S.S. reasonably considers appropriate with Serviced Offices • the provision of the receptionist during business hours

	<ul style="list-style-type: none"> personalized telephone answering and messaging service as per agreement addendums set out in box 7 of the particulars
VAT	Value Added Tax at the prevailing rate from time to time
Working days	Monday to Friday, excluding public holidays
Notes:	
<i>Opening hours is 8am to 6pm, Monday to Friday. For extra hours:</i>	
6 to 8pm, Monday to Friday	N 3,000
Saturdays	N10,000
<i>Clients are advised to inform us at least three days beforehand whenever overtime services are required. In emergency cases:</i>	
6 to 8pm Monday to Friday	N 4,500
Saturdays	N20,000
<i>Hourly rates are adhered to. One minute in excess of one hour is deemed another hour.</i>	

1.3 If the client is two or more individuals, each shall be bound by the terms of this Agreement and they shall be jointly and severally liable for the performance of the obligations on the part of the client contained in this Agreement.

2. Provision of Services and Facilities

2.1 In consideration of payment of the service fee in accordance with clause 4, B.O.S.S. will give the client access to the accommodation for the service hour and will provide services and facilities during business hours

2.2 Subject to any payment of additional service fee B.O.S.S. will provide to the client such additional services as required from to time by the client subject to the availability of the relevant additional services.

3. Period of Agreement

3.1 The Agreement may be terminated by either party on the giving of written notice to the other party as set out in the table below. The service period will automatically extend by further periods as set out in the table below until written notice of termination is given to expire at the end of an extension period.

The service fee for any extension period will be added to the clients' bill and notified to the client within 5 working days of commencement of any extension period.

3.2 Extension periods shall be given to the client who gives the notice of his interest to extend within the below notice periods

Service period	Notice period
Greater than 6 months	1 month
Less than 6 months	1 month
1 month	2 weeks
1 week	2 days

3.3 B.O.S.S. shall be entitled to terminate this Agreement forthwith upon written notice upon the following grounds:-

- Nonpayment of the service fee or the additional service fee.
- Breach of any part of this Agreement by the client.
- If the client (being a company) enters into liquidation whether compulsory or voluntarily (save for the purpose of reconstruction of amalgamation) or shall have a

receiver or an administrative receiver appointed or becomes unable to pay the client's debts as they fall due.

(d) If the client (being an individual) becomes bankrupt or enters into a composition with his creditors or commits an act of bankruptcy or becomes unable to pay the client's debts as they fall due.

B.O.S.S. shall have the right to terminate all of the client's rights under this Agreement without prejudice to any right to any action of B.O.S.S. in respect of any prior breach by the client and upon such termination of the client will in addition be liable to pay to B.O.S.S. a sum equivalent to the greater of (i) three months of the service fee or (ii) the total service fee relating to the unexpired service period whichever is the greater.

(e) If the client engages in any business or activity that is contrary to any provisions of the law, communicated regulation of office use or acts inimical to the shared office environment.

- 3.4 If this Agreement continues for more than 12 months, B.O.S.S. will be entitled to increase the service fee on each and every anniversary of the commencement date at the prevailing BOSS rate.

4. Payment of Service Fee, Additional Service Fee and Other Fees

- 4.1 The additional service fee plus VAT is payable in arrears on the payment date immediately following the date of the invoice to the client for additional service provided.
- 4.2 The service fee and the additional fee will be paid by cheque or cash or any other method as B.O.S.S. shall require, or will at the request of B.O.S.S. at any time be paid by the client.
- 4.3 Failure to pay the service fee or the additional service fee on the relevant payment date will be subject to interest at the rate of 2% per day from the date of payment to the operator in cleared funds.
- 4.4 If any part of a service fee or additional service fee payable on a payment date is in dispute, the client shall be obliged to pay by the payment date such part of the service fee or additional service fee which is not in dispute whilst the disputed amount is being settled between B.O.S.S. and the client without prejudice to paragraph 4.3 above.
- 4.5 B.O.S.S. may withhold any or all of the services and facilities or the additional services whilst there are any outstanding service fees or if the client is in breach of this Agreement.
- 4.6 Prior to being given access to the accommodation, the client shall pay a security deposit of 10%. The security deposit shall serve as a guarantee for services rendered by the B.O.S.S. to the client.
- 4.7 The parties agree that the client's liability to pay all sums due this Agreement survives the termination or expiration of this Agreement and B.O.S.S. may take action to recover the balance of all sums due.

5. Client's Responsibilities

- 5.1. The client shall pay all payments due under this Agreement at the times and in manner payable whether formally demanded or not.
- 5.2. The client shall be entitled to carry out its normal business activities in the accommodation in the name of the client specified in box 1 of the particulars and/or such other business name as have previously been agreed in writing with B.O.S.S.
- 5.3. The Virtual Office client shall be entitled to use B.O.S.S. as its business address. Upon the expiration of the service period (however determined) the client if he shall not renew, will enter into an agreement with B.O.S.S. for mail and telephone redirection. The agreement will be for a minimum period of 1 month at a basic charge of N 10,000 per month.
- 5.4. The client shall keep the accommodation clean and tidy and use the equipment fixture, fittings and furniture provided with care and shall vacate the accommodation on the expiration of the service period (however determined) remove all rubbish and client's property from it, leaving it in the same condition (with the exception of fair wear and tear) as at the commencement of this Agreement and as evidence by the inventory.
- 5.5. The client is prohibited from altering the accommodation in any way or installing any furniture equipment or any computer/telecommunication connections or cabling without the prior written consent of B.O.S.S. (which B.O.S.S. may grant at its sole discretion and subject to such conditions it considers appropriate).
- 5.6. The client will conduct its business activities so as not to cause any nuisance, damage or annoyance to any other occupier of the business centre or any adjacent premises or cause loss or damage to the operator or to the owner of the business centre.
- 5.7. The client will not do or permit to be done any act which would or might be a breach of any statutory requirement relating to the operation of its business activities and/or would affect the accommodation or/and business centre or which would or might invalidate any insurance relating to the business centre from time to time.
- 5.8. The client shall not display any notices or signs on the outside of the accommodation, so as to be visible from outside of the accommodation.
- 5.9. The client shall not, either during the service period or any extension period or for 6 months after the termination of this Agreement, employ, seek to employ or procure any third party to employ or approach any employee of B.O.S.S. In the event of this provision the client shall pay to B.O.S.S. by way of compensation for loss suffered a sum equivalent to 12 months salary paid by B.O.S.S. to such employee immediately prior to the breach, such sum to be paid on demand.
- 5.10. The client shall be solely responsible for insuring in respect of its own property and equipment within the accommodation and maintaining third party liability insurance in respect of the accommodation.

- 5.11 The client shall comply with all statutory requirements including health and safety regulations in relation to the accommodation.
- 5.12 The client shall comply with the regulations and agree to the provisions thereof.
- 5.13 The client will not allow the rights granted by this Agreement to be exercised by any other person other than the client and its own employees and invitees for the purposes of its business and for the avoidance of doubt will not use the accommodation to provide the services and facilities or the additional services to any third party.
- 5.14 The client shall not carry out any activities from the accommodation which would conflict with or adversely affect in any way the business of other occupiers of the business centre or B.O.S.S.'s business.
- 5.15 The client shall be responsible for the cost incurred in the replacement of any lost keys/cards provided to the client for access to the accommodation and the client acknowledges that the keys/cards remain the property of B.O.S.S. and shall not duplicate or give to any third party other than its B.O.S.S. permitted employees any keys/cards and shall immediately report any lost or stolen key/card to B.O.S.S..
- 5.16. The client shall not be entitled to assign, transfer or sublet the rights or any part of them granted by this Agreement in respect of the accommodation and shall not share or part with possession the whole or any part of the accommodation with or to any third party.
- 5.17 The client shall exercise the rights granted by this Agreement in a responsible manner so as not to cause or allow any damage to the accommodation or the common facilities (fair wear and tear is expected).
- 5.18 The client shall indemnify B.O.S.S. against all losses, claims, demands, actions, proceedings, damages, cost or expenses or other liability arising from the client's occupation and use of the accommodations, the common facilities and/or the services and facilities and client's failure to comply with its obligations under this Agreement including (for the avoidance of any doubt) failure to comply with the regulations or breach any law.

6. B.O.S.S. Rights and Responsibilities.

- 6.1. B.O.S.S. shall be responsible for:-
 - (a) The provision of the standard services and subjects to the provisions of clause 2.2 the additional services.
 - (b) Payment of the rates and outgoings in respect of the B.O.S.S. centre.
- 6.2. B.O.S.S. has right to enter the accommodation on reasonable prior notice (except in an emergency) to undertake any cleaning, repair and maintenance work and for the purpose of allowing the accommodation to be inspected by respective users of the business centre.
- 6.3. B.O.S.S. will not be liable for any loss incurred by the client as a result of B.O.S.S. failing to provide any of the services and facilities and /or the additional services as a

result of the non-availability of such services due to repair or maintenance, breakdown, strike, delay or failure of any staff within the business centre to perform their duties (unless acting with gross negligence and with intent) or any other matter beyond reasonable control of B.O.S.S. provided that B.O.S.S. agrees that it will use all reasonable efforts to reinstate any service or facility as soon as practically possible. B.O.S.S. will further not be liable for any loss incurred by the client as a result of the failure by B.O.S.S. to provide the services and facilities and/or the additional services unless the client notifies B.O.S.S. of such failure and until B.O.S.S. has a reasonable time to remedy the failure.

- 6.4. The additional services available at the B.O.S.S. centre will sometimes require the services of a third party supplier or service provider. B.O.S.S. shall under no circumstances accept liability for any consequential damage or loss caused by those instructed. Full details of additional services (including cost) are available from the concierge.
- 6.5. B.O.S.S. shall be entailed to relocate the client to an alternative suite within the office premises of similar size and standard at any time.
- 6.6. If the client cannot be given access to the accommodation or the services or facilities or additional services are temporarily unavailable, B.O.S.S.'s liability will be limited to forfeiting the service fee or the additional service fee (or a relevant proportion) for the period of non-availability.
- 6.7. If for any reason the accommodation is not available at the commencement of the service period, B.O.S.S. will not be liable for any loss or damage suffered by client, provided that the client will not be liable for the service fee for the relevant period and shall be immediately entitled to terminate this Agreement.
- 6.8. In the event that B.O.S.S. is unable to provide the accommodation or service at the B.O.S.S. centre. B.O.S.S. will endeavor to accommodate the client's retirement within the locations and facilities available to them, but will not be responsible or liable for any business loss during any reorganizing process and in the event that no alternative accommodation can be found this Agreement will end automatically and the client will be liable for service fees and additional service fee up to the date of termination.
- 6.9. The client hereby undertakes to bear full responsibility and/or liability for any cause, matter or action, claims or expenses that may arise as a result of any acts committed by them, in the usage or occupation of premises or facilities provided to them by BOSS.
- 6.10. The client further undertakes to ensure the legal representation of BOSS in any cause or suit whether civil or criminal that may be instituted against BOSS in any court or tribunal in Nigeria and also agrees to liable for any cost and incidental matters that may arise therefrom, as a result of the aforementioned.
- 6.11. The client solemnly declares that any activity or business that they shall carry out shall be lawful and legal and shall not contravene any law or regulation applicable or bring about any negative impact or create any financial obligation against BOSS, the premises or facilities within which they are licensees and none of which is owned by them.

7. General Provisions

- 7.1 This Agreement represents the entire Agreement between the client and B.O.S.S. and the client acknowledges that it has non-exclusive rights in respect of the accommodation by virtue of this Agreement and that this Agreement does not create a tenancy.
- 7.2 No warranty is given by B.O.S.S. as to the state and condition of the accommodation or that the accommodation is legally or physically fit for the purpose of the client’s business activities.
- 7.3. If the client leaves any of its property in the business premises following the termination of this Agreement the operator may dispose of such property as it thinks fit without any liability to the client for the proceeds of sale incurred by the client.
- 7.4. B.O.S.S. shall only be liable for losses or damages or claims incurred by the client arising directly as a result of the negligent act of B.O.S.S. and shall not be liable for loss of business, profits, and damages to data, third party loss or consequential loss or loss caused by any third party supplier.
- 7.5. All notices by the client or B.O.S.S. to the other must be in the case of notices to the client or his staff will be deemed to be properly delivered to the client if delivered to the client at the accommodation.
- 7.6. The client acknowledges that in entering into this Agreement it has not relied on nor shall it have any remedy in respect of any statement or representation made by B.O.S.S.
- 7.7. This Agreement supersedes any prior agreement.
- 7.8. This Agreement shall be governed by the laws of the Federal Republic of Nigeria.

Agreement

This agreement is made between B.O.S.S. and the client in respect of the accommodation and services agreed as above. This agreement is made on the terms and conditions published by Business Office Support Services Ltd contained herein (“The terms and conditions”). The client confirms that it has read and understood and agrees to be bound by the Terms and Conditions and the operator agrees to provide the services and facilities.

Signed for and on behalf of B.O.S.S.

Signed for and on behalf of the client

Name (print):

Name (print):

Signature:

Signature:

Position:

Position:

Date:

Date: