

1. Membership Features / Services

- 1.1. Client agrees that the partitions and fixtures made by it in the Private Office subscribed by it under this shared office agreement and with the Owner's consent shall, at the Owner's discretion become the Owner's property with no liability on the part of the Owner to compensate client for improvement on its property. The Owner may also, at its sole discretion, request the User to remove the partitioning, the fit-out and/or the modifications made to the private office and return the space to the same position it was at the time access to the private office was handed over to the User.
 - 1.1.1. It is also understood and agreed that if the Member wishes to extend its subscription, the payment for the renewal of the subscription shall be made no later than one week prior to the end of the subsisting subscription. The renewal is subject to the Owner's discretion and approval.
- 1.2. The member understands and agrees that the provisions of this membership agreement shall apply to renewals of the shared office space subscription made by the member and the member shall continue to be bound by the terms irrespective of the member not having signed a new agreement with respect to the renewal.
- 1.3. It is also agreed that the guidelines contained in the office rules (as amended from time to time by the Owner) forms are part of this membership Agreement.

2. Membership Features / Services:

- 2.1. Generally, the Owner will provide the User with access to the subscribed office space, workstations, Internet access, office equipment, conference/board room space, knowledge resources and any other services that may be offered from time to time at the Novare Co-working/Shared Office (collectively, "Services").

- 2.2. Each subscription entitles the member unhindered access to the workspace subscribed for within the subscription period only. Upon expiration of the subscription and if same is not renewed by the member paying for same or the Owner notifying the member of its intention not to renew the subscription, the Member shall immediately cease to be a member of the Novare Shared Office Space and shall have no further right of access to the shared office space.
- 2.3. The Services accruing to members upon subscription of the Novare Shared Office Space include:
- 2.3.1. **Internet access:** the User however agree and understand that internet access shall only be granted to a maximum of 6 people depending on the size of the shared office space subscribed by the member and at the Owner's discretion. The guiding principle for grant of internet access shall be the lower the space, the lower the number of people that will be granted internet access.
 - 2.3.2. **Access to the subscribed shared office space:** irrespective of the grant of access to the subscribed space, the User agrees/undertakes to grant the Owner, or its authorised agents access to the space (including but not limited for inspection or maintenance purposes) upon 12 hours' notice for scheduled or routine maintenance purposes and immediately without notice for emergency purposes as determined by the Owner or its authorised agents.
 - 2.3.3. **Access card and/or key** to access the subscribed space shall be granted upon payment of N8,000.
 - 2.3.4. **Access to training rooms and meeting rooms** at a discounted price. However, the meeting rooms and the training rooms can only be used within the hours of 7am to 9pm on weekdays and Saturdays. The use of the training and meeting rooms by a Member shall be subject to at least one day notification to the management of intention use the room as well as the availability of the room at the time the member proposed to use same. The training and meeting rooms shall be scheduled on a first come first serve basis.

- 2.4. The Parties agree that the Subscription fee shall be paid fully in advance before a Member/User shall be granted access to the subscribed shared office space. Also, continued access to the shared office space is strictly subject to compliance with the terms of this agreement as well as renewal of the subscription prior to the expiration. Every right to the shared office space ceases immediately upon expiration of the subscribed period.
- 2.5. The access card or key to the shared office shall be deactivated and/or withdrawn from a Member by the Owner or its management upon breach or continued breach of any terms of this agreement, at the expiration of expiration of the subscribed period. Parties agree and understand that the above listed grounds for withdrawal / denial of access to the shared office space are disjunctive.
- 2.6. The User agrees that by signing this agreement for the use of the shared office space, the User acknowledges the Owner's right (either acting directly or through its authorised agent) to remove any office item which the User introduced to the subscribed shared office space on the determination of the subscription and at the expiration of 2 working days' notice to the User.
- 2.7. The User hereby also indemnify, undertake to defend, and hold the Owner and its agents harmless against any liability, damage, loss, (of whatsoever nature) incurred by the User or any other person claiming through the User arising from the Owner or its agent removing the items the User introduced to the shared office space. The User also undertake to indemnify the Owner and its agents in connection with any third-party claims, suits, actions, demands or judgments ("Claims") under any theory of liability (including without limitation to actions in the form of tort, warranty, or strict liability) resulting from or arising out of or in connection with the use of the shared office space.
- 2.8. As a condition of the use of the Services, the User undertake not to use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You undertake that you will not use any of the Services (specifically the internet services or any of the facilities at the

Shared Office Space) for fraudulent or illegal purpose(s). You shall not use the Services in any manner that could damage, disable, overburden, or impair any the systems installed at the shared office systems, or interfere with any other member's use and enjoyment of any Service. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any of the shared offices or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

- 2.9. You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this agreement and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with, or result in, any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

3. Use of Services

- 3.1. Parties agree that the use of Novare Shared Office Space shall be guided by the following regulations/terms:

- 3.1.1. Proper use of the facilities in the Shared Office Space and property including but not limited to work desks, fittings, toilets, sinks, internet facilities etc. the User undertakes not to cause any damage to any of the facilities in the shared office space or the building and shall be responsible for the cost of repair or replacement of any damaged facility occasioned by the User or any person who entered into the shared office or the property through the User (including but not limited to the User's staff, clients, customers etc). the Owner and its authorized agents retain the right to effect repairs to the damaged facility and recover the cost of the repair from the User;

- 3.1.2. The User shall not undertake the repair or maintenance of any part of the subscribed shared office space or property without the express authorization of the Owner or its authorized agents.
- 3.1.3. The User shall not carry out any fit-out works, alteration or modification of the Shared Office Space without the express and written authorization of the Owner or its agent.
- 3.1.4. The User shall not use the Services in connection with pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise);
- 3.1.5. The User shall not defraud, defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- 3.1.6. The User shall not publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Frontal Lobe Services;
- 3.1.7. The User shall not upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage any of the systems installed in the shared office or the operation of another's computer or property;
- 3.1.8. The User shall not restrict, interfere or inhibit any other user from using and enjoying the Services;
- 3.1.9. The User shall not bring in any permanent fixtures or unauthorized items into the shared office space without written authorization;
- 3.1.10. The User shall not bring in or permit to be brought in any hazardous or illegal substance into the shared office space or property;

- 3.1.11. The User shall not violate any code of conduct or other guidelines which may be applicable to the use of the shared office or the use of any particular Service;
- 3.1.12. The User acknowledges the Owner's right to review the terms and subscription fee for the use of the shared office space at its sole discretion in line with market and related realities.
- 3.2. The Member understands that the shared office space and the property does not have provision for space for worship, devotions, prayers, ablution, worship etc. accordingly, the Member agrees not to use the shared office Space, facilities or any part of the property for such purpose.
- 3.3. Where a member requires any maintenance work to be carried out in shared office space, the member must fill a fault sheet and submit to the maintenance team of Novare Central Mall. The maintenance team shall take steps to effect the repair as soon as reasonably possible and keep the Member updated. The Member however agrees that any delay in effecting the repair shall not entitle the Member to make any claim against the Owner or its agent or to cancel this subscription agreement.
- 3.4. Parties agree that the Owner may require a Member to make financial deposit to the Owner prior to effecting any alternation or modification of a subscribed shared office space. The deposit shall be returned to the User only when the User ceases to be a member of Novare Shared Office Space and the User satisfactorily returns the space to the state it was prior to the hand of the space to the User at the direction of the Owner and in line with other provisions of this agreement.
- 3.5. The Owner reserves the right to review the shared office subscription fee to reflect market realities. However, any review shall not affect any subsisting subscription made by a Member.

4. Information disclosure:

- 4.1. The User acknowledge and agree that during its participation and use of the Services, it may be exposed to Confidential Information belonging to the Owner or its affiliate companies. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by Novare Central Office, or any member or user of the Services, or any employee, affiliate, or agent thereof, that is non-public, confidential or proprietary in nature. Confidential Information includes, but is not limited to, information about business, sales, operations, know-how, trade secrets, technology, products and financial information of the Owner or its affiliates.
- 4.2. Save as may be legally required and upon notice by the User to the Owner, The User undertakes with respect to Confidential Information to:
 - 4.2.1. maintain all Confidential Information in strict confidence;
 - 4.2.2. not to disclose Confidential Information to any third parties
 - 4.2.3. not to use the Confidential Information in any way directly or indirectly detrimental to Novare Central Office, or any member or user of the Services.
- 4.3. The Owner and its authorized agents reserves the right at all times to disclose any information about the User and its participation in and use of the Services as it deems necessary to satisfy any legal directive by an authority, regulation, legal process or governmental request.
5. **Voluntary and Legal Participation In Novare Share Office:** The User acknowledges that it is participating in or using the Services at its own free will and decision. The User further acknowledge that the Owner does not have any liability to it or any person claiming through the User or any third party with respect to the User's access, participation in, use of the Services or any loss of information, injury, damages of whatever nature resulting from the User's membership in the shared office space or use of the Services. The User hereby indemnifies the Owner from any claim or damage or injury it may suffer resulting from the User's subscription and use of Novare Shared Office. This indemnity shall constitute a continuing obligation of the User irrespective of the expiration of its subscription or its determination for whatever reason.

6. The Owner (acting directly or through its agent) reserves the right to move/transfer the User's subscribed shared office space to a different shared office space of similar size and features on the same terms and condition as provided in this agreement. The User hereby waives any right or claim it may have against the Owner or its agents in the exercise of its rights and obligations under this agreement.

7. **Disclaimer of Warranties:** The Owner provides the services "as is", and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence etc.

7.1. Furthermore, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality or arising out of participation in or the use of the services, remains with the User. the User understand and agree that this agreement is not a lease agreement and none of the incidence of a lease is hereby created.

8. **Termination:**

8.1. The Owner reserves the right to terminate any Service and the User's participation in and use of the services at any time and without notice in case of breach of any term of use of the Service. Any payment made by the User prior to this termination will be non-refundable.

8.2. Except as provided above, the Owner or the User shall have the right to terminate this agreement upon giving one week notice of intention to terminate. The User shall however remain liable to pay the membership subscription fee during the notice period.

8.3. The User agrees that upon the expiration of its membership (if not renewed for whatever reason) or the earlier termination of its membership,

the User undertake and agree to immediately hand over the access card or key and any other property belonging to the Owner to its authorized representative or agent and to immediately cease continued use of the shared office space and the Services.

9. Complaint Management Procedure:

- 9.1. Where any member is aggrieved or has a complaint, the aggrieved person is required to first present the complaint to the Shared Office Manager for resolution.
- 9.2. Where the complaint is of a serious and grievous nature, and where the complainant is unsatisfied with the resolution of the complaint the member may escalate by submitting the complaint to the Novare Central Mall Manager and the Chief Compliance Officer of Novare to the following email address:
Roland Osondu- roland@novare-africa.com; Chineme Onuoma – chineme@novare.com

Name of Member	
Address of Member	
Class of member: <ul style="list-style-type: none"> • Private individual • Reg. Business name • Registered Company 	
Nature of Business	
Telephone number(s)	
Email address	
Means of identification	
Position in the company	
Alternative Business Address (If applicable)	