

**AGREEMENT FOR VIRTUAL OFFICE SERVICES**

This AGREEMENT FOR VIRTUAL OFFICE SERVICES ("Agreement") is made this \_\_\_\_ day of \_\_\_\_, 2023 by and between **TEXAS JUSTICE CENTER, LLC**, a Texas limited liability company ("**TJC**"), and \_\_\_\_\_, a \_\_\_\_\_ limited liability company / corporation ("**Client**"). The parties hereby agree as follows:

1. **Services Provided.** TJC shall provide the services selected below to Client on a nonexclusive basis:

<b>SERVICES</b>	<b>Executive Virtual Office \$229/mo.*</b>
Texas Justice Center mailing address	J
On-site private mailbox	J
Receipt and placement of mail in assigned mailbox Monday-Friday	J
Mail and package handling/receiving	J
Receipt of FedEx/UPS shipments	J
Coffee bar access	J
Lockable on-site filing cabinet (4'x4'x2') to exclusive use of Client	J
Discounted room rentals	20%
Free access to premises during business hours 8a-5p	J
Access to printer, copier and scanner (See Printing Policy <i>below</i> )	J
6 free hours of standard room rentals	6 Hours

\* Plus applicable sales tax

2. **License.** This Agreement is not a lease, nor does it convey any interest in real property. It merely creates a revocable license. TJC retains legal possession and control of the facility located at 4900 Fournace Place, Suite 200, Belliare, TX 77401 (the “Facility”). This Agreement is subject to and subordinate to any underlying lease or contract of the building or related to the Facility.

3. **Fees.** Fees for the selected Services shall be charged to Client’s credit card on file (authorization form attached hereto as Exhibit A) at monthly intervals. Upon the execution of this Agreement, and in addition to the monthly fee for the selected Service Package, Client shall pay a sum equal to the monthly fee as a deposit, plus an Expense Deposit of \$50. Client shall maintain a valid credit card number on file with TJC. In the event of a failed attempt to charge the card on file, TJC reserves the right to charge Client a fee of \$5 per day the Client does not maintain a valid credit card on file.

4. **Term.** This Agreement shall be for a term of twelve (12) months (“Initial Term”), and shall automatically renew for subsequent twelve (12) month terms unless earlier terminated.

5. **Permitted Use.** Client agrees to use the Services only for legal purposes. Use of the Services for any illegal or illicit purposes shall be considered a breach of this Agreement and grounds for immediate termination. Client’s business activities include:

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6. **Rules and Regulations.** Any Client utilizing the physical space agrees to abide by TJC’s posted rules and regulations. Failure to do so may result in Client’s use of the facilities being suspended or terminated.

7. **Nonsolicitation.** During the Term of this Agreement and for two (2) years thereafter, the Client shall not directly or indirectly induce or attempt to induce any of the employees of TJC to leave the employ of TJC, or solicit the business of any client or customer of TJC or any consultant to TJC.

8. **Termination.**

a. After the Initial Term, Client may terminate this Agreement by providing sixty (60) days’ written notice to TJC. TJC will continue to forward mail for six (6) months from the notice date. Thereafter, TJC shall mark all mail “Return to Sender.”

b. In the event Client breaches a term of this Agreement TJC may terminate this Agreement immediately with cause and without penalty. Upon termination of this Agreement, Client agrees to remove TJC’s address from any and all licenses, contracts, policies, etc. within thirty (30) days. Beginning with the thirty-first (31<sup>st</sup>) day, TJC may charge to the Client’s card on file a penalty of ten dollars (\$10) per day.

9. **Default by Client.** In the event of a default by Client, TJC may pursue any other remedy

now or hereafter available to it under the laws or judicial decisions of the state of Nevada. Unpaid fees for Services and other unpaid monetary obligations of Client under the terms of this Agreement shall bear interest from the date due at the maximum rate then allowable by law. TJC shall be entitled to recover its attorney fees in any action against Client to enforce the terms of this Agreement.

10. **Default by TJC.** TJC shall not be in default unless TJC fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice by Client to TJC, specifying where TJC has failed to perform such obligation; provided, however, that if the nature of TJC's obligation is such that more than thirty (30) days are required for performance, then TJC shall not be in default if TJC commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

11. **Phone Policy.** If you are eligible for phone services, you may use a line assigned by us. TJC reserves the right to terminate Client's phone services rights if TJC believes, in its sole and absolute discretion that Client's printing is excessive or violates this policy.

12. **Printing Policy.** Client agrees that the printer will be used for business-related purposes only. We will provide only basic copy paper. Client is responsible for providing any specialty paper, and the paper must be approved by TJC. Client is responsible for any damages caused to the printer due to special printing projects. Client agrees that printing projects should be limited to not waste paper, and TJC reserves the right to terminate Client's printing rights if TJC believes, in its sole and absolute discretion that Client's printing is excessive or violates this policy.

13. **Notices.** Any notice under this Agreement must be in writing and must be sent by certified mail, return receipt requested, or by an expedited mail service that provides proof of delivery, to the last address of the party to whom notice is to be given, as designated by such party in writing. Notice to TJC must be sent to the following address:

**Texas Justice Center, LLC  
4900 Fournace Pl, Suite 200  
Bellaire, TX 77401**

or such other address as TJC shall designate to Client in writing. The Client hereby designates its address (which address must be an address within the United States, otherwise notice shall be deemed given three (3) days after deposited with the mail service, regardless of whether or not received) as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Such notices shall be deemed to be duly given only if mailed by certified mail, return receipt requested, in a postage-paid envelope, addressed to the other party at the addresses given above, and in the case of notices from Client to TJC, only if the address of the Premises is stated in the notice.

14. **No Assignment or Sublease.** No assignment or sublease of this Agreement or any part

thereof shall be made by Client without TJC's prior written consent, at TJC's sole discretion. This includes registered agent services, which may not be provided to Client's customers without TJC's prior written approval.

15. **TJC's Liability.** TJC shall not be liable or responsible to the Client for any injury or damage resulting from the acts or omissions of TJC's employees, other clients, or for any failure of services provided, so long as TJC acts with reasonable diligence to restore any such amenity or service. Client agrees to indemnify and hold TJCharmless from and against any and all claims, damages or causes of action for damages (including reasonable attorneys' fees and court costs) brought on account of injury to any person or persons or property, or loss of life, arising out of the use, of the Services by Client.

16. **Waiver of Breach.** No failure by TJC to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial payment during the continuance of any such breach shall constitute a waiver of any such breach or any such term or condition. No term or condition of this Agreement required to be performed by the Client, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by TJC. No waiver of any breach shall affect or alter any term or condition in this Agreement, and each term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

17. **Partial Invalidity.** If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

18. **Entire Agreement.** This Agreement contains the entire agreement between the parties and cannot be changed or terminated except in a writing acknowledged by the parties.

19. **Authority.** The party or parties executing this Agreement on behalf of the Client warrant(s) and represent(s) that such executing party (or parties) has (or have) complete and full authority to execute this Agreement on behalf of Client, that Client shall fully perform its obligations hereunder, and that same shall fully indemnify, defend and save TJC harmless from any breach of these warranties and representations.

20. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, without giving effect to the principles of conflict of law thereof. The parties hereby designate Harris County, Texas to be the proper jurisdiction and venue for any suit or action arising out of this Agreement. Each of the parties consents to personal jurisdiction in such venue for such a proceeding and agrees that it may be served with process in any action with respect to this Agreement or the transactions contemplated thereby by certified or registered mail, return receipt requested, or to its registered agent for service of process in the State of Texas. Each of the parties irrevocably and unconditionally waives and agrees, to the fullest extent permitted by law, not to plead any objection that it may now or hereafter have to the laying of venue or the convenience of the forum of any action or claim with respect to this Agreement or the transactions contemplated

thereby brought in the courts aforesaid.

IN WITNESS WHEREOF, TJC and Client have executed this Virtual Office Services Agreement as of the date first above written.

**Client:**

**TEXAS JUSTICE CENTER, LLC**

Signature: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signatory

Print Name: \_\_\_\_\_

4900 Fournace Pl. Suite 200

Title: \_\_\_\_\_

Bellaire, TX 77401

E-mail:

**Exhibit A**

**Credit Card Authorization Form**

As a Client of Texas Justice Center, LLC (“TJC”), I, \_\_\_\_\_, authorize TJC to charge the credit card listed below, for any and all fees associated with the Services outlined in the Virtual Office Services Agreement.

If, after a payment by credit card, you later dispute the charges, unless prohibited by law, you agree not to cancel, revoke, charge back, or dispute any previously entered charge on your credit card. If you do so, and it is later determined that the charge was properly authorized, you agree to pay all out of pocket fees and costs incurred by TJC as a result of the improper cancellation, revocation, charge back, or dispute.

**Type of Card:** \_\_\_\_\_ VISA \_\_\_\_\_ MASTERCARD \_\_\_\_\_ AMEX \_\_\_\_\_ DISCOVER

**Credit Card Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**CVC Code:** \_\_\_\_\_ (last 3 digits on back of Visa/MasterCard, 4 digits on AMEX)

**Credit Card Billing Name and Address:**

Name on Card: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Signature: \_\_\_\_\_