

AGREEMENT FOR VIRTUAL OFFICE SERVICES

This AGREEMENT FOR VIRTUAL OFFICE SERVICES ("Agreement") is made this ____ day of ____, 202__ 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:

SERVICES	Executive Virtual Office \$249/mo.*
Texas Justice Center mailing address	/
On-site private mailbox	/
Receipt and placement of mail in assigned mailbox Monday-Friday	/
Mail and package handling/receiving	/
Receipt of FedEx/UPS shipments	/
Coffee bar access	/
Lockable on-site filing cabinet (4’x4’x2’) to exclusive use of Client	/
Free access to premises during business hours 8a-5p	/
Access to printer, copier and scanner (See Printing Policy <i>below</i>)	/
1 free full-day or 2 free half-day standard room rentals	8 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, Bellaire, TX 77401 (the “Facility”). This Agreement is subject to and subordinate to any underlying lease of the building or Facility by TJC.

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. 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 failed attempt. TJC may attempt to charge the Client’s credit card daily until all fees are paid in full.

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 and Confidentiality.** 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 agrees that the events in the Facility involve sensitive and confidential information, and if Client will consider all information heard or seen at the Facility strictly confidential, and will use absolute discretion. Client’s business activities include:

6. **Rules and Regulations.** Any Client entering the Facility agrees to abide by TJC’s posted rules and regulations. Failure to do so may result in Client’s use of the Facilities or the Services 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. Client further agrees it may not solicit at the Facility or solicit the business of any client, customer, consultant, or vendor of 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 and without penalty. Upon termination of this Agreement, Client agrees to retrieve any of Client’s property at the Facilities and remove TJC’s address from any and all licenses, contracts, policies, etc. within thirty (30) days. Beginning with the thirty-first (31st) day, TJC may charge to the Client’s card on file a penalty of ten dollars (\$10) per day for failure to comply.

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 Texas. 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 how 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. **Printing Policy.** Client agrees that the printer will be used for business-related purposes only. TJC 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 conserve paper and avoid waste, 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.

12. **Notices.** Any notice to TJC 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 the following address:

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

Notices to Client may be made in writing via email to the email address provided by Client to the TJC or to the mailing address below by U.S. Mail. 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:

Email: _____

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.

13. **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.

14. **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 TJC HARMLESS 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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **Choice of Law and Mandatory Mediation.** All disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to principles of conflict of laws. In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation within fourteen (14) days, the parties hereby agree first to attempt in good faith to settle the dispute by mediation administered by the TJC in Harris County, Texas, under its applicable mediation rules before resorting to litigation or some other dispute resolution procedure. Either party may initiate mediation by contacting the TJC (www.tjcad.com), after which the other party shall promptly cooperate with the TJC regarding scheduling mediation. Both parties shall immediately submit the applicable case management fee to the TJC so that mediation can promptly ensue. ~~The parties agree to exclusive jurisdiction and venue in Harris County, Texas.~~

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

Email: _____

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: _____