

FACCSF CORPORATE SERVICES AGREEMENT

All services will be charged at the rates attached hereto and are subject to the FACCSF CORPORATE SERVICES TERMS AND CONDITIONS attached hereto.

Services Required by Client (choose one)

Mail box US\$ 80 per month

Duration of Services:

Start Date: _____

End Date: _____

(If no End Date is determined, Services will be rendered on a quarter to quarter basis and may be terminated by FACCSF or by Client with a thirty-day prior written notice)

Means of Payment: _____

Payments shall be made in US dollars. Acceptable means of payment are wire transfers, US checks, credit card charges, and Paypal.

By signing this FACCSF Corporate Services Agreement, _____, (hereinafter referred to as "Client") agrees to be bound by the FACCSF Corporate Services Terms and Conditions Attached hereto.

CLIENT: _____

Email: _____

FACCSF
Laurence Fabre, Executive director
Laurence.fabre@faccsf.com

FACCSF CORPORATE SERVICES RATES

Annual FACCSF Membership Entrepreneur level at least is compulsory for all services

Mail Box Service \$80 per month + postage costs

Services Include:

1. Use of FACCSF business address
2. Mail service for a single company name, not to exceed 100 incoming mail parcels per month (excess mail parcels billed at \$ 2 per mail parcel). Services are provided during the business hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, US holidays excepted.
3. Received mail will be forwarded twice a week on regular First-class Mail.
Special Postage services such as packages, overload, express mail will be invoiced separately

If Agent option is chosen, FACCSF can be listed as Agent for process for the company, and will accept served mail on behalf of the company

Please specify the address to forward received mail:

FACCSF CORPORATE SERVICES TERMS AND CONDITIONS

For and in consideration of the payment of basic monthly service charges and certain variable charges, FACCSF will provide office services to Client of the type as selected by Client.

1. The monthly service charge and additional variable charges as set forth in the FACCSF Corporate Services rates shall be payable quarterly upon receipt of FACCSF's invoice. Client shall pay a late charge of 1.5 % per month on any amount that is due hereunder and has not been paid to FACCSF within ten days of receipt of the invoice. FACCSF and Client agree that such late charges are fair and reasonable compensation for costs incurred by FACCSF where there is default in payment due under this Agreement. Acceptable payment methods are checks, wire transfers and credit card charges. If the Client defaults in the payment of the monthly service charge, if the Client does not cure the default within thirty (30) days after demand for payment of such service charge, or if the Client defaults in the prompt and full performance of any other provision of this Agreement, then FACCSF may terminate this Agreement and the Client's right to use of services.
2. This agreement shall commence on the Start Date as agreed between the parties and as indicated in the Corporate Services Form. If FACCSF is unable to deliver the services to Client as of the Start Date, FACCSF shall not be liable for any resulting damage, except that Client will only be obligated to pay service charges only as of the date that Client receives services. The Agreement may be cancelled by Client up to one month prior to the Start Date. Thereafter, any prepaid amounts and deposits will not be reimbursed.
3. The duration of the Agreement shall be as agreed between the parties in the Corporate Services Form or on a month-to-month basis (complete month extensions) until cancelled in writing by either party. Either party desiring to terminate the agreement must provide written notice of termination of the agreement one month before the end of the quarter.
4. Client understands that upon termination of the agreement, it will be Client's responsibility to notify all parties of its termination of the use of the address. After the termination date, as mail continues to arrive at this address, all forwarding service will be charged \$10 per item. In the event that any or all charges are not kept current, it is understood that FACCSF will terminate Client's right to use this address and that all mail will be returned to sender.
5. The Client shall use the FACCSF mailbox solely for business purposes. Client shall not use the FACCSF mailbox for any other purposes without the written consent of FACCSF
6. If the FACCSF business center is made substantially unusable by fire or other casualty not due to the negligence of Client, FACCSF shall repair, restore, or rehabilitate or cause to be repaired, restored, or rehabilitated the FACCSF Center within thirty (30) days or within such longer period of time as may be required because of strikes, inability to obtain materials, or equipment, or some other cause beyond reasonable control. Monthly service charges shall be abated on a per diem basis while the FACCSF Center is unusable. In cases not due to an act of neglect of Client, if FACCSF does not substantially complete the work within the foregoing period, Client may terminate this Agreement as of the date of such fire or casualty by notice to FACCSF not later than twenty-five (25) days after the expiration of such period. In the event of termination of this Agreement pursuant to this paragraph, monthly service charges shall be apportioned on a per diem basis and be paid to the date of the fire or casualty.
7. If any damage shall occur, whether to the FACCSF business center or to the building, or any part thereof, or whether to other clients in the building, resulting from any act or neglect of the Client or of Client's guests, agents or employees, FACCSF may, at FACCSF's option, repair such damage and the Client shall, upon demand by FACCSF, reimburse FACCSF forthwith for the total cost of such repairs. The no Service retainer paid by the Client may be used for this purpose. All property belonging to the Client or any occupant in the building shall be at the risk of the Client and such other person only and FACCSF shall not be liable for damages thereto or theft or misappropriation thereof.
8. The Rules and Regulations of the building management are expressly made a part of this agreement by reference, and Client hereby expressly covenants and agrees to abide by all of said Rules and Regulations, as well as such reasonable modifications thereof as may be hereafter adopted. FACCSF shall have no responsibility to Client for the violation or non-performance by any other Client of said building of any of said Rules and Regulations.
9. FACCSF shall not be liable for any damage for failure to furnish the services requested by Client, other than an obligation to refund Client for any failure to provide any services that were prepaid by the Client, nor shall FACCSF be liable under any circumstances for loss or injury to persons or property, however occurring, through or in connection with or incidental to the services. The parties acknowledge that due to the imperfect nature of both oral and written communication, FACCSF shall not be responsible for damages which may result from the failure of FACCSF to furnish any utility or service, including but not limited to the service of conveying messages,

communications and other services. FACCSF shall not be liable for the loss of any cash funds received by FACCSF employees as payment to Client by customers of Client.

10. FACCSF shall not be liable for and disclaims any and all responsibility in connection with any tax related liability of the Client as a result of a presence in the United States. CLIENT IS HEREBY ADMONISHED TO SEEK PROFESSIONAL ADVICE WITH RESPECT TO ANY TAX CONSEQUENCE WHICH MAY RESULT FROM THE CLIENT'S USE OF FACCSF'S VIRTUAL OFFICE OR CORPORATE HOSTING SERVICES. It is FACCSF's understanding that Client has sought the advice of a taxation specialist and is fully aware of any tax consequence of its presence in the United States.
11. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FACCSF DOES NOT MAKE AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SERVICES RENDERED TO CLIENT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FACCSF BE LIABLE FOR LOST PROFITS, LOST REVENUES, OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORSEEABLE AND WHETHER OR NOT CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FACCSF'S LIABILITY HEREUNDER EXCEED THE PAYMENTS RECEIVED FROM CLIENT IN THE 6 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
12. Client shall not transfer or assign this Agreement any portion thereof without FACCSF's prior written consent.
13. This Agreement will be governed and interpreted in accordance with the laws of the State of California without reference to conflicts of laws principles. Jurisdiction and venue for all disputes hereunder shall be in San Francisco County, California and the parties hereby expressly agree to such jurisdiction and venue.
14. All notices under this Agreement will be in writing and will be delivered by personal service, confirmed fax, express courier, or certified mail, return receipt requested, to the address of the receiving party. Notice will be effective on receipt.
15. No failure of either party to enforce any of its rights under this Agreement will act as a waiver of such rights.
16. If one or more provisions of this Agreement are held to be unenforceable under applicable law, then such provision(s) shall be excluded from this Agreement, and the balance of the Agreement shall be enforceable in accordance with its terms
17. FACCSF shall not be liable for any delay or failure to perform any of its obligations set forth in this Agreement due to causes beyond its reasonable control.
18. The terms and conditions of this Agreement are confidential and should not be disclosed to any third party.
19. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and may not be modified without the prior written consent of both parties.
20. If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against the Client, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Client insolvent or unable to pay the Client's debts, FACCSF may elect, but is not required and with or without notice of such election, and with or without other action by FACCSF, to immediately terminate this Agreement.

Please sign and return one copy of this contract

Date :

Date :

Laurence Fabre
FACCSF – Executive Director

FACCSF Office Rules and Regulations

1. The client, employees of the client, and guests will conduct themselves in a business-like manner. This includes keeping noise to a level so as not to interfere with or annoy other tenants, and abiding by the company 's directives regarding security, keys, and other such matters common to all occupants.
2. The client and employees of the client are to wear proper business attire at all times specifically defined as a minimum of business casual. This policy is maintained for the purpose of upholding the professional atmosphere many clients necessitate.
3. The client will not affix anything to the windows, walls, or any other part of the premises or make alterations or additions to the premises without the prior consent of the company .
4. The client using public areas can only do so with the consent of the company, and those areas must be kept neat and orderly at all times.
5. All corridors, halls, elevators, and stairways shall not be obstructed by the client or used for any purpose other than passage.
6. No advertisements, identifying signs, or other notices shall be inscribed, painted or affixed on any part of the corridors, doors or public areas.
7. The client may not conduct business in the hallways, reception area, or any other areas, except in their designated offices or conference rooms without written consent of the company .
8. Children non accompanied by adults are not permitted in the common areas of the facility, including but not limited to the conference room and reception area.
9. The client will not bring any animals into the building.
10. The client will not use the premises for sleeping or for any immoral or illegal purposes.
11. Canvassing, soliciting, and peddling within the building are prohibited, and Clients shall not solicit other tenants for any business or other purpose without prior approval of FACCSF.
12. Client shall not remove furniture, fixtures, or decorative material from offices.
13. Client shall, before leaving their office unattended for an extended period of time, close and securely lock all doors and shut off all lights and other electrical equipment. Client shall pay for any damage resulting from failure to do so.
14. All property belonging to any client or employee, agent or invitee of Client shall be at the risk of such person only, and FACCSF shall not be liable for damages thereto or for theft or misappropriation thereof.
15. Open flames and smoking of any type are prohibited within the building.
16. Client may not create any odors from scented candles, cooking, etc.
17. FACCSF reserves the right to make such other reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care, and cleanliness of the offices. FACCSF shall have no responsibility to Client for the violation or non-performance by any other tenant of any of the Rules and Regulations but shall use reasonable efforts to uniformly enforce all Rules and Regulations.