

Virtual Office Agreement

State of Florida

This Virtual Office Agreement (hereinafter "Agreement") is entered into and made effective as of April 20th, 2021 (the "Effective Date") by and between the virtual office space provider (hereinafter "Provider"), Global Presence Enterprises, a limited liability company, organized under the laws of the state of Florida, having its principal place of business at the following address:

10031 Pines Blvd, #236
Pembroke Pines, FL 33024
Email: admin@gp.marketing

and the virtual office client (hereinafter "Client"), Proserbiz International, Corp. dba Puroclean of Pembroke Pines, a corporation, incorporated under the laws of the state of Florida, having its principal place of business at the following address:

214 Cameron Ct
Weston, Florida 33326
Email: niemes.carlos@gmail.com

Provider and Client may be referred to individually as "Party" and collectively as the "Parties." The Parties hereby agree as follows:

Article 1 - PREMISES AND SERVICES:

Client is renting from Provider a virtual office space ("Virtual Office Space"). The address of the Virtual Office Space is as follows:

10031 Pines Blvd #236, Pembroke Pines, FL 33024

Client will be able to use this Virtual Office Space for the following purposes:

- As a business address
- To receive mail
- To receive calls, as an answering services
- To use as a conference room, for additional fees

- To rent as a private office, for additional fees
- Legal Business Address
- Receive and Send Fax (\$2 Per Page)
- Receive Mail and Packages With SMS & Email Notification
- Hold Mail 30 Days
- \$1.00 To Scan & Send Per Double-Sided Document
- 1 Hour Private Office or Conference Room
- 5% Discount on Dedicated or Private Office Rental

Article 2 - BUSINESS ADDRESS USAGE:

Client may use the Virtual Office Space as a business address on Client's business cards, marketing materials, website, and other business documents. Client acknowledges and agrees that Client does not maintain any real property interest or tenancy in the Virtual Office Space.

Article 3 - MAIL HANDLING:

Client's use of the Virtual Office Space includes mail handling services. Client authorizes Provider to act as an agent on behalf of Client to receive mail.

Client must complete and submit USPS Form 1583 in order to commence receiving mail at the Virtual Office Space. If Client does not complete USPS Form 1583, Provider is not responsible for Client's inability to receive mail at the Virtual Office Space.

Client may have the option to forward or scan mail, depending on the specific services offered by Provider. Client may need to pay for the cost of forwarding or scanning, including additional supplies, postage, or other miscellaneous expenses.

Client may also request reading or review of Client's mail, but this may incur additional administrative fees.

Provider is not responsible for any non-delivery or delay of Client's mail.

Mail will only be accepted by Provider in the Client's name. Client is responsible for ensuring that all mail complies with USPS rules and regulations.

At the end of the Term, Client will not be permitted to have their mail forwarded through the USPS. Client must make arrangements with the Provider to have their remaining mail forwarded, potentially with an extra fee.

Article 4 - CALL ANSWERING:

Provider will make a call answering service available as part of Client's premises and service package. Provider will answer calls during Provider's normal business hours.

Client acknowledges and agrees that Client does not own any phone numbers used through Provider's services.

Article 5 - COWORKING:

Coworking space rentals will be subject to additional fees, which Client will be informed of at the time of the rental. Scheduling for rentals is on a first-come, first-served basis. Client agrees to use the coworking space exclusively for legitimate business purposes and will not act in any manner that is harmful to Provider, Provider's employees, or Provider's other clients. Client will not act unlawfully or in a manner which is dangerous or offensive to others. Client will act in a manner that allows other clients to use and enjoy the coworking space without distraction.

Client agrees to follow any additional rules which are provided to Client regarding the coworking space.

Article 6 - CONFERENCE ROOM RENTALS:

Conference room rentals will be subject to additional fees, which Client will be informed of at the time of the rental. Scheduling for rentals is on a first-come, first-served basis. Client agrees to use the conference room exclusively for legitimate business purposes.

Client acknowledges and agrees that Client is responsible for Client's guests, including ensuring that Client's guests act in a professional manner. If Client's guests act in a way which is not in accordance with this Agreement or any posted rules and regulations, Provider may terminate this Agreement immediately.

Article 7 - PRIVATE OFFICE RENTAL:

Private office rentals will be subject to additional fees, which Client will be informed of at the time of the rental. Scheduling for rentals is on a first-come, first-served basis. Client agrees to use the private office exclusively for legitimate business purposes. Additional rules and regulations may apply to the usage of private offices.

Article 8 - STORAGE:

Client shall not be permitted to store items of personal property at the Virtual Office Space. Provider shall not be held liable for any loss of or damage to items left at the Virtual Office Space.

Article 9 - TERM:

The term of this Agreement ("Term") shall begin from the Execution Date and run for a period of one month.

The Term will automatically renew for the same time period, unless terminated by either of the Parties as described in the Article describing Termination.

Article 10 - TERMINATION:

At least 30 (thirty) days prior to the expiration of the Term, either Party may terminate by sending written notice to the other Party.

This Agreement may also be terminated if:

- a) the other party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;
- b) the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;
- c) the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.

If the Agreement is terminated, Client shall pay all Rental Fees (as defined in the Article describing Rental Fees) incurred prior to the date of termination, regardless of which party terminated or why. Client is only excused from paying Rental Fees if Provider ceases service.

Any termination under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement that is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 11 - FEES:

Client shall pay to Provider monthly installments of \$42 (forty-two US dollars) (the "Rental Fees").

The Rental Fees shall be payable in advance on the 1st (first) of each month.

Rental Fees shall be made to the Provider via the following methods:

- E-check
- Credit card

The Provider will be available at the following address:

8362 Pines Blvd #116
Pembroke Pines, FL 33024

The first full Rental Fee under this Agreement shall be due on April 1st, 2021. No holidays, special events, or weekends shall excuse Client's obligation to pay timely Rental Fees as described by this Agreement.

The following additional fees may apply:

- Receive and Send Fax (\$2 Per Page),
- \$1.00 To Scan & Send Per Double-Sided Document
- Office or Conference Room at 5% Discount After Complimentary One Hour Usage

If Client is late with Rental Fees, the following late fee shall apply: An additional \$10.00.

Article 12 - LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either party's negligence, either party's liability in contract, tort, or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to the Rental Fees paid by the Client to the Provider.

To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature, including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Article 13 - INDEMNIFICATION:

To the extent allowed by law, Client agrees to indemnify, hold harmless, and defend Provider from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney's fees, if any, for which Provider may suffer or incur in connection with Client's use or misuse of the Virtual Office Space or this Agreement, except Provider's own act or negligence.

Article 14 - GENERAL PROVISIONS:

a) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of Florida and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Florida. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

b) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.

c) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or part by the Client.

d) **AMENDMENTS:** This Agreement may be amended at any time by the Provider only.

e) **NO WAIVER:** None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written

agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

f) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

g) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

h) FORCE MAJEURE: Provider is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

i) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by email to the email address of the relevant Party set out at the head of this Agreement or other email address as that Party may from time to time notify the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been sent the next working day after sending.

In proving the giving of a notice it shall be sufficient to prove that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: Global Presence Enterprises

Representative Name: jack Hakimian

Representative Signature: *jack Hakimian*
jack Hakimian (Apr 26, 2021 14:57 EDT)

Representative Title: CEO

Name: Proserbiz International, Corp. dba Puroclean of Pembroke Pines

Representative Name: Carlos Niemes

Representative Signature: *Carlos Niemes*
Carlos Niemes (Apr 26, 2021 22:36 EDT)

Representative Title: President









Carlos Niemes Virtual Office Agreement #2

Final Audit Report

2021-04-27

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