

GENIUS EXECUTIVE CENTRE TERMS AND CONDITIONS

Below are the Terms and Conditions ("TC") of use of the Genius Executive Centre (the "Centre"):

1 Definition and Interpretation:

- 1.1 In the TC the following terms will have the following meaning:
 - 1.1.1 "Allocated Facility" refers to the allocated physical facilities to be used by the Client at the Centre;
 - 1.1.2 "Business Day" means all weekdays and Saturdays but does not include Sundays and Public Holidays;
 - 1.1.3 "Consultancy Services" means the provision of consultancy and directional recommendation with respect to business planning, marketing, sales, law, technology, human resources, finance, innovation, personal development, management, leadership and entrepreneurship.
 - 1.1.4 "Member" refers to an approved user of the facility of the Centre;
 - 1.1.5 "Monthly Fee" refers to the money paid monthly for membership by a client for use of the Centre. This money is not refundable;
 - 1.1.6 "Management" means SoftLaw Limited or any of its representatives;
 - 1.1.7 "Open Time" means the period between 7 a.m. and 7p.m. on Business Days;
 - 1.1.8 "Party" means to either Management or Member;
- 1.2 The headings shall not affect the interpretation of this TC and all references to clauses, sub-clauses or schedules are to clauses and sub-clauses of, and schedules to, this TC.
- 1.3 Words denoting the singular include the plural and vice versa.
- 1.4 Words denoting the masculine gender include the female gender and vice versa.
- 1.5 References to, or to a provision of, a document are references to it as amended or supplemented before or after the date of this TC.
- 1.6 References to, or to a provision of, any law include any amendment, extension, reenactment or replacement made before or after the date of this TC.
- 1.7 Headings are for convenience only and shall be ignored when interpreting this TC.

2 Services

- 2.1 In consideration of the Monthly Fee the Centre shall provide the Member with the Allocated Facility.
- 2.2 Subject to the TC, the Centre shall provide the Member with access to the Allocated Facility during the Open Time.
- 2.3 Management reserves the right to refuse membership to any person without giving reasons therefor.

3 Monthly Fee

- 3.1 The Member shall pay the Centre the Monthly Fee for the first month on the day of approval of his membership;
- 3.2 The Member shall pay the Centre the Monthly Fee for subsequent months on the first days of such month;
- 3.3 For the purpose of the period of membership paid for, one month means thirty (30) days and NOT one calendar month.
- 3.4 In this TC, time is of the essence. Failure to pay the Monthly Fee on the stipulated date leads to automatic termination of membership and attendant rights including but not limited to rights of access to and use of the Allocated Facility and Centre. If the member continues to use the Allocated Facility and the Centre after such automatic terminations, he shall be liable to pay to the Management a sum equal to the monthly fee, and it shall not matter whether or not the Management serves him a notice of termination under this clause or any other clause.

4 Member Covenants

- 4.1 The Member shall comply with all laws and regulations for the time being in force which affect in any way the Center's or Management's activities herein and shall indemnify and / or pay off costs incurred by him or charged against the Centre or the Management resulting from any action by the Member.
- 4.2 The Member undertakes and agrees during the continuance in force of this Agreement:
- 4.3 To obtain and keep effective all permissions and permits which may from time to time be required in connection with his business.
- 4.4 To inform the Management immediately of any change in the Member's business that may render compliance with the TC impossible.
- 4.5 To notify the Management in writing of any change in the client's address or telephone and of any new addresses.
- 4.6 The Member shall not by any act or omission do anything affecting the interest of the Centre, its products, services, ownership or management liable to any legal process, third party liability or negative publicity.
- 4.7 Where the Member damages property or incurs any charge or cost other than his Monthly Fee, he shall be required to pay it within two days (NOT Business Days). Failure to pay shall entitle the Management to terminate his membership. If membership is terminated under this section, the Management shall be entitled to demand such amount of money as is sufficient (on which amount the opinion of the Management

shall be final) towards remedying the damage or off-setting the charge or cost. An administrative fee of K.Shs. 5,000 will also be charged on termination.

5 Exclusion of Liability

- 5.1 Subject to the terms of these terms and conditions the Management shall not in any way be liable to the Member or any third party (whether through subrogation or otherwise) for any injury, damage or loss incurred by the Member as a result of the Consultancy Services or any other service or transaction and such exclusion of liability shall extend to direct indirect or consequential injuries damages or losses or injuries damages or losses caused via negligence or any other cause and the Member shall without limitation indemnify and hold the Management harmless. In no event will the Management be liable for any lost profits, lost savings, lost revenue, lost data or for any direct, indirect, incidental or consequential damages, even if the Management has been advised of the possibility of such losses or damages. In addition, and without prejudice to any of the above, the Management will not be liable for any damages claimed by the Member based on or related to any third party claim.

6 Dress Code and Conduct

- 6.1 The Member shall dress smartly and professionally when visiting the Centre. The Centre is a professional place of business and the Member is expected to dress accordingly. Jeans, sports clothes, tee-shirts and other non-professional attire is not allowed. Members are free to wear ties but this is not a requirement;
- 6.2 No alcohol or smoking is allowed at the Centre.
- 6.3 Intoxicated Members shall not be allowed into the Centre.
- 6.4 The Management has the right to refuse access to inappropriately dressed or inappropriately conducted Members.

7 Non-Assignment

- 7.1 This Agreement shall not be assigned or transferred by the Member without the prior consent of the Management.

8 Duration and termination

- 8.1 Unless earlier terminated in accordance with the clauses hereinafter following, membership shall remain in force up to the date that the Parties agree for the expiry of the membership (the "Termination Date") on which date membership shall automatically terminate and cease to have effect. No action or forbearance on the part of either party shall be required to make the termination or cessation valid and no action or forbearance on the part of either Party shall make such termination or cessation invalid.
- 8.2 Membership may be terminated:
- 8.2.1 By the Management by written notice to that effect being served on the Member if the Member commits any breach of the TC. An administrative fee of K.Shs. 5,000 shall be charged and paid by the member. Termination shall take effect immediately.
- 8.2.2 By the Management by written notice to that effect being serve
- 8.2.3 By the Management by written notice to that effect being served on the Member if the Member damages and refuses to accept liability or pay the costs of damages incurred on the Allocated Facility or the Centre.
- 8.2.4 If through the occurrence of any event that is not the making of either of the Parties or any force majeure event, it becomes impossible or impracticable for either of the parties to perform its obligations under this Agreement;

9 Effect of Termination

- 9.1 The Member shall surrender all material and facilities of the Centre to the Management;
- 9.2 The Member may reapply for membership. However, his application shall not necessarily gain priority over other applications made before the expiry of his membership.