DAY OFFICE LICENCE AGREEMENT

(Fractional Office Use – Committed Weekday)

THIS AGREEMENT made this _____ day of _____, 20____.

THIS AGREEMENT IS BETWEEN:

Doxa Holdings Ltd. (hereinafter referred to as the "Licensor")

-and-

_____ (hereinafter referred to as the "Licensee")

Licensee contact – Email: _____ Phone: _____

FOR PREMISES located at 611 10th Ave North, Golden, British Columbia, V0A 1H0, in the BDE Building (the "Building").

1. NATURE OF THIS AGREEMENT:

1.1 This Agreement grants the Licensee a personal, non-exclusive, non-transferable licence to use the Office (defined below) on the Committed Day(s) during the Permitted Hours only. It is a licence to use shared office space and not a lease. It does not grant the Licensee exclusive possession of the Office or any interest in land, and the relationship of landlord and tenant is not created.

1.2 The Licensee acknowledges that the Office is shared with other licensees who are entitled to use it on other days of the week, and that the Licensor may grant licences of the Office to other persons for any day or hours not committed to the Licensee.

2. THE OFFICE:

2.1 The Office is Room **E.2.1**, containing approximately **120** net rentable square feet, located on the 2nd floor of the Building (the "Office"), together with the non-exclusive right, in common with others, to use the Building's common areas, washrooms and entrances.

2.2 The Office is provided furnished as it stands on the Commencement Date. The Licensor may change the furniture or fittings of the Office from time to time.

3. COMMITTED DAY(S) AND PERMITTED HOURS:

3.1 The Licensee commits to the following day(s) of the week (each a "Committed Day"). The Licensee is entitled to use the Office on every Committed Day of each week during the Term:

Mon	Tue	Wed	Thu	Fri	Sat	Sun
☐	☐	☐	☐	☐	☐	☐

Number of Committed Days per week: _____

3.2 The Licensee may use the Office on a Committed Day between 9:00 a.m. and 5:00 p.m. (the "Permitted Hours"). The Licensee shall vacate the Office, and leave it in the condition required by

Article 8, by 5:00 p.m. The Licensee has no right to use the Office outside the Permitted Hours or on any day that is not a Committed Day.

3.3 The Licensor may, at its discretion, programme the Licensee's electronic access credentials to operate only on the Committed Day(s) and during the Permitted Hours. The Licensee acknowledges that the Licensor's electronic access and security systems may record entries and exits.

3.4 Statutory holidays: Where a Committed Day falls on a statutory holiday in British Columbia, the Licensee may still use the Office on that day, and the Daily Fee for that day remains payable.

3.5 Change of Committed Day: The Licensee may request a change of Committed Day(s). A change is subject to availability and takes effect only when confirmed by the Licensor in writing, on the first day of the following calendar month unless otherwise agreed.

4. LICENCE FEE:

4.1 The Licensee shall pay the Licensor a fee for each Committed Day (the "Daily Fee") at the following rates, plus applicable GST:

(a) Standard Rate: $39.00 per Committed Day falling on a Monday, Tuesday, Wednesday or Thursday;

(b) Weekend Rate: $29.00 per Committed Day falling on a Friday, Saturday or Sunday;

(c) Multi-Day Rate: where the Licensee commits to two (2) or more Committed Days per week, the first Committed Day in each week (being the earliest Committed Day in the week, Monday to Sunday) is charged at its Standard or Weekend Rate as applicable, and each additional Committed Day in that week is charged at $29.00.

The applicable rate for each Committed Day is recorded in Schedule A.

4.2 The Daily Fee includes use of the Office and furnishings, fibre optic internet access, hydro, heating and cooling, common area cleaning, and snow and yard maintenance. There is no Additional Rent, operating cost or common area charge payable under this Agreement.

4.3 Monthly billing: The Licence Fee is payable monthly in advance. The amount payable for a calendar month is the Daily Fee multiplied by the number of Committed Days falling within that month (for example, a Licensee with a Monday commitment is billed for five Committed Days in a month containing five Mondays). The Licensor will issue an invoice on or before the 25th day of the preceding month.

4.4 The Daily Fee is payable for every Committed Day during the Term whether or not the Licensee attends the Office on that day. No refund, credit or make-up day is given for a Committed Day not used by the Licensee.

4.5 The Licensor may change the Daily Fee on not less than four (4) weeks' written notice to the Licensee. If the Licensee does not accept the new Daily Fee, the Licensee may terminate this Agreement under Article 5.3 before the new fee takes effect.

5. TERM AND TERMINATION:

5.1 Commencement: This Agreement commences on _____ (the "Commencement Date"), being the first Committed Day on which the Licensee may use the Office.

5.2 Minimum Term: The Licensee commits to a minimum of four (4) consecutive weeks of each Committed Day from the Commencement Date (the "Minimum Term"). Following the Minimum Term, this Agreement continues automatically from week to week on the same terms, and the Committed Day(s) remain reserved for the Licensee, until this Agreement is terminated under this Article.

5.3 Termination by the Licensee: The Licensee may terminate this Agreement at any time, including on the date of signing, by giving the Licensor not less than four (4) weeks' written notice (a "Termination Notice"). Termination takes effect on the last Committed Day falling within the notice period, and in no event earlier than the end of the Minimum Term (the "Termination Date"). The Licence Fee remains payable for all Committed Days up to and including the Termination Date.

5.4 Release of the Committed Day: The Committed Day(s) are reserved for the Licensee only for so long as this Agreement remains in force. On receipt of a Termination Notice the Licensor is free, immediately and without further notice to the Licensee, to offer and commit the Committed Day(s) to another licensee for any period after the Termination Date. A Termination Notice, once given, is final and may not be withdrawn or extended by the Licensee except with the Licensor's written agreement. A Licensee who has given a Termination Notice and later wishes to continue or resume use of the Office must apply for a new agreement, which the Licensor may grant or refuse in its discretion and which is subject to the Committed Day(s) still being available.

5.5 For clarity: a Licensee who gives a Termination Notice on signing has the Office for the Minimum Term only, and the Licensor may commit that day to another licensee from the end of the Minimum Term. A Licensee who wishes to keep its Committed Day(s) should not give a Termination Notice until it has decided to end its use of the Office.

5.6 Termination by the Licensor: The Licensor may terminate this Agreement for any reason (including where the Office is to be leased to a full-time tenant) by giving the Licensee not less than four (4) weeks' written notice. Where the Licensor terminates before the end of the Minimum Term, the Licensee is liable only for Committed Days up to and including the Termination Date.

5.7 Termination for default: The Licensor may terminate this Agreement immediately, and suspend the Licensee's access to the Building, on written notice if:

(a) any Licence Fee remains unpaid fifteen (15) days after it is due;

(b) the Licensee uses the Office outside the Committed Day(s) or Permitted Hours without the Licensor's approval, or shares or permits the use of its access credentials by any other person;

(c) the Licensee uses the Office for a purpose other than that permitted by Article 7, or in a manner that constitutes a nuisance, affects the Licensor's insurance, or interferes with other occupants of the Building;

(d) the Licensee causes significant, willful or negligent damage to the Office, the Building or the property of others; or

(e) the Licensee becomes bankrupt or insolvent.

5.8 On termination the Licensee shall remove all of its property from the Office and any assigned storage, return all keys, fobs or other access devices, and leave the Office in the condition required by Article 8. Any property left behind after the Termination Date may be disposed of by the Licensor without liability.

6. PAYMENT:

6.1 The Licensee shall pay each monthly invoice on or before the first (1st) day of the month to which it relates, by e-transfer to accounting@bestdayever.co or by such other method as the Licensor may approve.

6.2 The first month's Licence Fee, calculated under Article 4.3 from the Commencement Date to the end of that calendar month, is payable on signing this Agreement.

6.3 Security Deposit: On signing this Agreement the Licensee shall pay the Licensor a security deposit equal to one (1) month's Licence Fee, being the Daily Fee multiplied by the number of Committed Days in the first full calendar month following the Commencement Date, in the amount of $_____ (the "Security Deposit"). The Security Deposit is held without interest as security for any sum which may become owing by the Licensee under this Agreement, including unpaid Licence Fees, damage and cleaning costs, and may not be applied by the Licensee as payment of the final month's Licence Fee. The Security Deposit, less any deductions, will be returned to the Licensee within fourteen (14) days after the Termination Date and the return of all access devices.

6.4 If any Licence Fee is unpaid seven (7) days after it is due, the Licensor may suspend the Licensee's access to the Building until payment is received. Suspension does not relieve the Licensee of the obligation to pay for Committed Days during the suspension.

6.5 GST: Unless otherwise noted, amounts in this Agreement do not include Goods and Services Tax, and the Licensee agrees to pay such tax where applicable.

7. USE:

7.1 The Licensee shall use the Office solely for the purpose of **quiet professional, administrative or office work**, and shall comply with all of the Licensor's standard building, security and life safety procedures and any reasonable rules the Licensor may issue from time to time for the shared use of the Office.

7.2 The Licensee may receive business visitors in the Office during the Permitted Hours on a Committed Day, and is responsible for the conduct of its visitors. Visitors must be accompanied by the Licensee at all times and must leave the Building by 5:00 p.m.

7.3 The Licensee shall not: (a) use the Office for residential, overnight or retail purposes; (b) smoke, vape or bring animals into the Building (other than certified service animals); (c) store hazardous, perishable or offensive materials; (d) make any alteration to the Office, its furnishings, fixtures,

wiring or network equipment; (e) install, alter or interfere with any lock, access device, camera or network equipment; or (f) display any signage without the Licensor's written consent.

7.4 The Licensee shall use the internet service provided in a lawful manner and is solely responsible for the security of its own devices and data. The Licensor does not guarantee uninterrupted internet service and is not liable for any loss arising from an interruption.

8. SHARED USE, CONDITION AND STORAGE:

8.1 At the end of each Committed Day the Licensee shall leave the Office clean, tidy and in the same condition as at the start of the day: desk surfaces cleared, waste removed to the designated bins, personal items removed, windows closed, lights off and the door secured.

8.2 Assigned storage: The Licensor may assign the Licensee a lockable drawer or cabinet ("Assigned Storage"): _____. Apart from Assigned Storage, the Licensee shall not leave any personal property, equipment, documents or supplies in the Office between Committed Days.

8.3 The Licensor is not responsible for any property of the Licensee left in the Office, in Assigned Storage or elsewhere in the Building, whether lost, stolen or damaged, however caused.

8.4 The Licensee shall report any damage, defect or cleanliness concern in the Office to the Licensor on the day it is discovered. The Licensee is responsible for the cost of repairing any damage to the Office, the Building or the Licensor's furnishings and equipment caused by the Licensee or its visitors, reasonable wear and tear excepted.

8.5 The Licensor is not responsible for the conduct of other licensees of the Office, and the Licensee shall not interfere with the use of the Office by other licensees on their committed days.

9. ACCESS AND SECURITY:

9.1 The Licensor will provide the Licensee with an electronic access code, fob or similar device for the Building and the Office. Access credentials are personal to the Licensee, shall not be shared with or disclosed to any other person, and remain the property of the Licensor. The Licensee shall report any loss or compromise of its credentials immediately. A replacement fee may be charged for lost devices.

9.2 The Licensee acknowledges that the Building common areas and entrances may be monitored by video surveillance and electronic access logs for the security of the Building and the enforcement of this Agreement, and consents to that monitoring.

9.3 The Licensor and its representatives may enter the Office at any time for cleaning, maintenance, inspection, showing the Office to prospective licensees or tenants, or in an emergency.

10. LIABILITY AND INSURANCE:

10.1 The Licensee uses the Office and the Building at its own risk. The Licensor is not liable for any damage to the Licensee's property or for any injury to any person in or coming to or from the Office or the Building, however caused, except to the extent caused by the Licensor's negligence. The Licensee agrees to indemnify the Licensor against all claims, costs and liabilities arising from the

Licensee's use of the Office or the Building, or from the acts or omissions of the Licensee or its visitors.

10.2 The Licensee is responsible for insuring its own property. The Licensee shall, on request of the Licensor, provide proof of commercial general liability insurance of not less than One Million Dollars ($1,000,000.00) naming the Licensor as an additional insured. The Licensor may waive this requirement in writing.

11. GENERAL:

11.1 No assignment: This Agreement is personal to the Licensee and may not be assigned, sublicensed or shared with any other person or business. The Licensee may not permit any other person to use the Office in its place on a Committed Day.

11.2 Notices: Any notice under this Agreement, including notice of termination under Article 5, may be given by email to the addresses set out in this Agreement (for the Licensor: greg@bestdayever.co) and is deemed received on the day it is sent. A notice period of four (4) weeks is calculated from the day the notice is received.

11.3 Maintenance: The Licensor will maintain the Office, the Building and its common areas, and is responsible for structural repairs and building systems. The Licensee has no maintenance obligation beyond Article 8.

11.4 Time: Time is of the essence of this Agreement.

11.5 Entire agreement: This Agreement is the entire agreement between the parties regarding the Office and may be amended only in writing signed by both parties. It is governed by the laws of the Province of British Columbia.

11.6 Relationship: Nothing in this Agreement creates a tenancy, partnership, employment or agency relationship between the parties.

12. ACCEPTANCE:

Dated at the Town of Golden, in the Province of British Columbia, this _____ day of _____, 20____.

_____ **"Licensee":**

Per: _____

Print Name: _____

Print Title / Business: _____

Doxa Holdings Ltd. "Licensor":

Per: _____

Print Name: Greg Porter Print Title: President

SCHEDULE A – FEE SUMMARY

Completed at signing. Monthly invoices are calculated from this schedule under Article 4.3.

Committed Day(s)	
Number of Committed Days per week	
Rate per Committed Day (Article 4.1)	Mon–Thu $39.00 | Fri–Sun $29.00 | each additional day in the week (2+ days) $29.00
Rate recorded for each Committed Day	1st day: _____ $_____ 2nd: _____ $_____ 3rd: _____ $_____
Total weekly Licence Fee (sum of Committed Days)	$
Commencement Date (first Committed Day)	
End of Minimum Term (4 weeks from Commencement Date)	
First month: Committed Days from Commencement Date to month end	
First month's Licence Fee (days × Daily Fee), plus GST	$
Total due on signing (first month's fee + Security Deposit)	$
Security Deposit (Article 6.3): one month's Licence Fee = Committed Days in first full month × Daily Fee	$
Assigned Storage (Article 8.2)	
Access credential issued (code / fob no.)	
Payment	E-transfer to accounting@bestdayever.co, due the 1st of each month

Worked examples: One Committed Day (Wednesday) at $39.00; a month containing five Wednesdays is invoiced at 5 × $39.00 = $195.00 plus GST. One Committed Day (Friday) at $29.00; a month with four Fridays is invoiced at $116.00 plus GST. Three Committed Days (Monday, Tuesday and Friday): Monday $39.00 as the first day of the week, Tuesday $29.00 and Friday $29.00 as additional days, = $97.00 per week; a month with four of each is invoiced at 4 × $97.00 = $388.00 plus GST.

Note: the Committed Day(s) are reserved only while this Agreement is in force. Once a Termination Notice is given, the day may be committed to another licensee from the Termination Date (Article 5.4).

Licensee initials: _____ Licensor initials: _____