

HOUSE RULES

1 Member's obligations

Member's list

- 1.1 On or before the Start Date, the Member must provide a list of persons who will use the Premises (**Member List**).
- 1.2 The number of persons listed in the Member's List must not exceed the Space Capacity.
- 1.3 Each person listed on the Member's List must provide photo identification to the Licensor before the Licensor will provide that person with an access card to the Premises. The Licensor may retain copies of that photo identification.
- 1.4 If the number of persons using the Premises regularly exceeds the Space Capacity then the Member must pay an additional fee reasonably determined by the Licensor and notified by the Licensor to the Member.

General obligations

- 1.5 The Member must:
- (a) **(use)** use the Premises only for the Permitted Use;
 - (b) **(fire prevention)** comply with all requirements and recommendations of any Government Agency, the Licensor or insurer in respect of fire safety in the Building;
 - (c) **(notification)** immediately give the Licensor notice of:
 - (i) any change in address or payment information of the Member;
 - (ii) if the persons using the Premises (as detailed in the Member's List) changes. Clause 1.3 applies to any new persons on the Member's List;
 - (iii) any damage to or defect in the Building or any Service provided by the Licensor, any infectious diseases or pests in the Building, and any notice from a Government Agency (other than an account for Utilities provided to the Premises); and
 - (iv) any circumstances likely to cause any damage or defect described in clause 1.5(c)(i); and
 - (d) **(rules)** comply with the rules of the Building as notified to the Member;
 - (e) **(laws)** comply with all applicable laws (including laws which come into force after the Start Date);
 - (f) **(Authorisations)** obtain, maintain and comply with all Authorisations required from any Government Agency in connection with the Premises, the Member's use and occupation of the Premises and the Member's Property; and
 - (g) **(remove waste)** remove all waste from the Premises regularly and comply with the Licensor's directions regarding rubbish disposal;
 - (h) **(damage)** immediately repair any damage to, or defect in the Premises or the Building caused by the Member or the Member's Agents or by the Member's default under this agreement;
 - (i) **(plate glass)** immediately repair or replace all damaged plate glass in the Premises, including interior and exterior windows, with glass of the same or similar gauge or quality; and
 - (j) **(software)** keep the Member's computers, tablets, mobile device and other electronic equipment:
 - (i) free of malware, viruses, spyware or other malicious or hostile operations; and
 - (ii) up to date with suitable anti-virus, malware and other similar software.

Prohibitions

- 1.6 The Member must not:
- (a) **(nuisance)** do any thing that causes or is likely to cause a nuisance, disturbance, danger or damage to other users of the Building or anything which offensive, dangerous, hazardous, inflammable or explosive;
 - (b) **(illegal)** perform an illegal or offensive activity in the Building;
 - (c) **(Licensor's interest)** do any thing which:
 - (i) could prejudice the Licensor's interest in the Tech Hub; or
 - (ii) causes or is likely to cause the Licensor to be in breach of the Sublease;
 - (d) **(public)** use the Premises in a manner which involves frequent visits by members of the public;
 - (e) **(residence)** sleep at the Premises or use the Premises as a residence;
 - (f) **(public meeting)** hold fire sales, auctions, bankruptcy sales or public meetings at the Premises;
 - (g) **(mail)** use mail or delivery services for fraudulent or unlawful purposes;
 - (h) **(valuables)** store substantial amounts of currency or other valuable goods or commodities that are not commonly kept in commercial offices;
 - (i) **(filming)** film within the Premises or the Tech Hub except with the Licensor's prior consent;
 - (j) **(locks)** install locks in the Premises or do anything to restrict access to the Premises;
 - (k) **(no damage)** put anything which is likely to cause obstruction or damage down any sink, toilet or drain;
 - (l) **(no animals)** keep any animals or birds on the Premises;
 - (m) **(dangerous substances)** store or use inflammable or dangerous substances on the Premises;
 - (n) **(facilities and Utilities)** overload the Utilities or use the Tech Hub facilities or Utilities for anything other than their intended purpose;
 - (o) **(no obstruction)** obstruct any air or light from entering the Premises through any opening or obstruct any Utility, air conditioning or fire alarm equipment in the Premises;
 - (p) **(smoking)** smoke in the Building forming part of the Premises;
 - (q) **(contaminate)** cause, permit or exacerbate any contamination on the Premises or any neighbouring land or premises;
 - (r) **(keys)** allow any keys or access cards to be copied or given to persons other than those persons occupying the Premises; and
 - (s) **(soliciting staff)** solicit, or attempt to solicit, any employee or contractor working at the Tech Hub. If a Member is in default of this obligation then it must pay 20% of the Fees to the Licensor on demand.

Alterations

- 1.7 The Member must not make any alterations or additions to the Premises without the Licensor's consent, which must not be unreasonably withheld in respect of alterations or additions which do not affect any structural part of the Premises.

- 1.8 The Member must not decorate the Premises, or erect any sign, awning or antenna or install any Member's Property in the Premises, without the Licensor's consent, which must not be unreasonably withheld.
- 1.9 If requested by the Licensor, the Member must give the Licensor a copy of the plans and specifications for any proposed alterations or additions.
- 1.10 The Licensor may approve of any proposed alterations or additions on condition that:
- (a) all work is supervised by a nominee of the Licensor;
 - (b) the work is carried out by a person approved by the Licensor, whose approval must not be unreasonably withheld;
 - (c) the work is carried out in a proper and tradespersonlike manner using high quality materials and workmanship and in keeping with the standard, quality and appearance of the Premises;
 - (d) the work does not interfere unnecessarily with any Utilities;
 - (e) the Member pays on demand all costs incurred by the Licensor in respect of the works including its consideration of the proposed works and their supervision (including any architect's or building consultant's fees);
 - (f) the Member complies with all laws and obtains and gives the Licensor copies of all approvals and certificates of compliance from all relevant Government Agencies; and
 - (g) specified alterations to the Premises should be reinstated, or should not be reinstated, and specified items of Member's Property should be removed, or should not be removed, when the Member vacates the Premises.

2 Information for environmental reporting

- 2.1 The Member must provide all necessary assistance to the Licensor to enable the Licensor to comply with its obligations under any law, or the lawful requirements of any Government Agency, relating to greenhouse gas emissions, energy consumption, energy production, energy efficiency or ecological sustainability insofar as it relates to the Premises or the activities conducted on the Premises.
- 2.2 The assistance that the Member must provide includes:
- (a) providing all data relating to greenhouse gas emissions, energy consumption and energy production arising from, or in connection with, the activities conducted on the Premises in a form reasonably requested by the Licensor;
 - (b) allowing the Licensor access to the Premises in connection with assessing or obtaining an environmental rating for the Premises; and
 - (c) providing all information that may be required by the Licensor in connection with its environmental reporting requirements.

3 Interpretation

- 3.1 Clause 16 of the Membership Agreement applies to interpreting these House Rules.