

## A. THE BENEFITS OF MEMBERSHIP

(i) **Services.** Subject to the terms and conditions of the Membership Agreement, including any attachments, exhibits, addendums, the policies and procedures described herein (collectively, the “Agreement”) and any other policies we make available to you from time to time, during the Term (defined in the Membership Agreement), WORKBAR will use commercially reasonable efforts to provide you (and your Members, as applicable) the services described below. These services are referred to in this Agreement as the “Services.”

- Regular maintenance of the Office Space, consistent with the maintenance provided to similar workspaces in the Premises, provided that we will not be responsible for damage exceeding normal wear and tear.
- Access to and use of the WORKBAR Member Network site.
- Access to and use of the shared Internet connection.
- Use of the printers, copiers and/or scanners made publicly available in the Premises.
- Use of the meeting rooms in any WORKBAR Premises during such Premises’ Regular Business Hours on Regular Business Days, subject to availability and your prior reservation of such meeting rooms and subject to the Meeting Room Policy.
- Heat and air-conditioning in the Office Space during Regular Business Hours on Regular Business Days. A la carte HVAC services can be available upon request. Additional fees will be the responsibility of the Member.
- For Members with mail services, the acceptance of mail and deliveries on behalf of your business during Regular Business Hours on Regular Business Days; provided that we are not liable for any mail or packages received without a WORKBAR employee’s signature indicating acceptance.
- Opportunity to participate in members-only events, benefits and promotions.

## B. YOUR MEMBERS

(i) **Updating the Member List.** Only those individuals set forth on the Member List will be deemed to be “Members” and entitled to the benefits described in this Agreement. Your Members will be able to begin using, accessing, and/or receiving the Services on the later of (1) the Start Date or (2) the date we confirm the addition of such individual to the Member List. You are responsible for maintaining the accuracy of the Member List. To make changes to your Member List, you must have your Primary Member send an email, from the Primary Member’s email account on file with WORKBAR, to your home location’s email address. The email requesting the change must include the name(s) and email address(es) of the departing and new Member(s) and the effective date of the change. The changes will not take effect until we confirm that we have received the email and have accepted and applied the change, in our sole discretion. A Member will no longer be allowed access to the Services upon the earlier of (1) the termination or expiration of this agreement; (2) your removal of such Member from the Member List or (3) our notification to you that such Member will be removed from the Member List, for example if such Member violated this Agreement. If the number of Members or other individuals regularly using your Office Space exceeds the number allocated on the Membership Details form, you will be required to pay the then current additional guest or day pass fees.

Upon the addition of a Member to the Member List, WORKBAR will create a profile for such Member on the WORKBAR Member Network. Such profile will be viewable by us, our employees and agents, and other members. Such profile may include a photograph of the Member, in addition to other information about the Member. You are responsible for informing each of your Members about the creation of such profile. By sending us a request to add an individual to your Member List, you are representing and warranting that you have obtained all necessary consent from such individual for the creation of such profile.

(ii) **Changes to or Removal of Primary Member or Authorized Signatory.** An Authorized

## STANDARD POLICIES & PROCEDURES

Signatory generally has the sole authority to make changes to or terminate this Agreement. A Primary Member will generally serve as WORKBAR's primary contact regarding matters that involve your Members, the physical Office Space or the Premises.

We will be entitled to rely on communications to or from the Authorized Signatory or Primary Member as notice to or from the applicable Member Company. An Executive Officer will also have the authority to remove or replace the individual serving as the Authorized Signatory and/or Primary Member. Unless we receive instructions from the Authorized Signatory or Executive Officer, if the individual designated as the Primary Member ceases to provide services to the Member Company or ceases using the Office Space regularly, we will use our reasonable judgment in designating a replacement Primary Member.

### C. COMMUNITY NORMS

In addition to any policies and/or procedures that are specific to your Main Premises:

(i) You acknowledge and agree that:

- only Unlimited Members will have 24/7 access to their home location and require a key card to gain physical access to the Premises. You will cause your Members to safeguard our property, and you will be liable for replacement fees should any such property be lost, stolen or destroyed;
- you shall promptly notify us of any change to your contact and payment information;
- we will provide notice to you of any changes to services, fees, or other updates by emailing the email addresses provided by you. It is your responsibility to read such emails and to ensure your Members are aware of any changes, even if we notify such Members directly;
- for security reasons, we may, but have no obligation to, regularly record certain areas in the Premises via video;
- we may disclose information about you or your Members as necessary to satisfy any applicable law, rule, regulation, legal

process or government request or as we otherwise deem reasonably necessary for the protection of us, other Member Companies or other members;

- you and your Members will abide by other policies and standards as determined by us and communicated to you, including by email. We may add, delete or amend the policies and standards at our reasonable discretion and with notice to you, provided that neither the enforcement of such policies or standards nor the additions, deletions or amendments of such policies or standards shall be discriminatory — that is, such policies or standards or additions will similarly apply to all other Members and Member Companies with Office Space in the Premises receiving similar services;
- all Members, including the Primary Member, are at least as old as the legal age for consuming alcohol in the applicable jurisdiction; if a guest of the Member or an additional member to the agreement is added that is not of legal age for consuming alcohol, the Primary Member is fully responsible for that guest or Member;
- common spaces are to be enjoyed by all our Member Companies, members and guests unless otherwise instructed by us, and are for temporary use and not as a place for continuous, everyday work;
- you have no expectation of privacy with respect to WORKBAR's Internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and voice messages), and your activity and any files or messages on or using any of those systems may be monitored at any time without notice, for security reasons and to ensure compliance with WORKBAR's policies, and/or in accordance with applicable law, regardless of whether such activity occurs on equipment owned by you or WORKBAR; and

(ii) No Member will:

- perform any activity that is reasonably likely to be disruptive or dangerous to us or any other Member Companies, or our or their employees, guests or property, including without limitation the Office Space or the Premises;
- use the Office Space in a “retail,” “medical,” or other nature involving frequent visits by members of the public;
- use the Services to conduct or pursue any illegal activities;
- use the Services to conduct any activity that is generally regarded as offensive;
- attach or affix any items to the walls or make any other alterations to the Office Space, or install antennas or telecommunication lines or devices in the Office Space or the Premises or bring any additional furniture into the Office Space or the Premises, in each case without our prior written consent;
- misrepresent himself or herself to the WORKBAR community, either in person or on the WORKBAR Member Network;
- take, copy or use any information or intellectual property belonging to other Member Companies or their Members or guests, including without limitation personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same, and this provision will survive termination of this Agreement;
- take, copy or use for any purpose the name “WORKBAR” or any of our other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of the Premises, without our prior consent, and this provision will survive termination of this Agreement;
- make any copies of any keys or other means of entry to the Office Space or the Premises or lend, share or transfer any keys or keycards to any third party, unless authorized by us in advance; or

- allow any guest(s) to enter the building without registering such guest(s) and performing any additional required steps according to our policies.

(iii) **Employees:** We will both have invested a great deal in training our staff, therefore, neither of us may knowingly solicit or offer employment to the other’s staff employed in a Workbar location (or for three (3) months after they have left their employment). To compensate the other for staff training and investment costs, if either of us breaches this clause, the breaching party will pay upon demand to the other the equivalent of twelve (12) months’ salary of any employee concerned.

You are responsible for ensuring your Members comply with all Community Norms.

### D. ADDITIONAL AGREEMENTS

(i) **Technology Release.** In order to utilize all the functionalities offered by us, it may be necessary to install software onto a Member’s computer, tablet, mobile device or other electronic equipment. In addition, from time to time, at a Member’s request, we or an affiliate, or our or their agent or service provider, may help troubleshoot problems a Member may have in trying to access certain functionalities, such as printing or accessing the Internet. Regarding the foregoing, you agree that we and our affiliates:

- are not responsible for any damage to any Member’s computer, tablet, mobile device or other electronic equipment, or otherwise to Member’s system, related to such technical support or downloading and installation of any software;
- do not assume any liability or warranty in the event that any manufacturer warranties are voided; and
- do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support.

(ii) **Pets.** Generally, no animals are permitted on the Premises. Persons with disabilities have the right to be accompanied by a service animal. If the individual’s disability is not obvious, we may ask what task or service the animal is trained to

perform. If any of your Members brings a pet into the Premises, they must be on a leash at all times, and you will be responsible for any injury or damage caused by this pet to the property of WORKBAR, or to its other Members, employees, or guests. WORKBAR, nor any of its employees, will be responsible for any injury to such pets. We

reserve the right to restrict any Member's right to bring a pet into the Premises in our sole discretion.

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