



WERQWISE

MEMBERSHIP AGREEMENT

WERQWISE

WELCOME TO WERQWISE!

Welcome to the Werqwise community. We look forward to getting to know you better and working together. We are excited that you chose Werqwise as a solution to your work space needs.

We would appreciate it if you could review the details of your Membership below, just to make sure that everything is correct.

As part of our commitment to transparency, this agreement is detailed and includes important information for you. Our objective is that you have a full understanding of the terms of our agreement and of the commitments agreed to in this contract. Please do take the time to read the agreement in full before signing.

It is important to us that you know that Werqwise is here to help. If you have any questions, concerns or need further clarification, please ask and we will do our best to explain or reach an understanding with you.

TERMS & CONDITIONS

Werqwise Words and what they mean:

- ◆ “Authorized Signatory” means the person who is authorized to legally bind your company. If you are joining as an individual, this means you!
- ◆ “Client”, or “you” means the company, entity, or individual that enters into this Membership Agreement and is listed on the first page of this Membership Agreement.
- ◆ “Location” means the Werqwise Location in which the Office Space (as defined below) is located, as specified on the first page of this Membership Agreement.
- ◆ “Member” means each person on your Member Roster who is affiliated with your organization.
- ◆ “Occupancy” means the number of Members specified on the first page of this Membership Agreement and represents the number of people who will be part of the Werqwise community and experience.
- ◆ “Office Space” means the office number(s) and/or workspace location(s) specified, if applicable, on the purchase confirmation page.
- ◆ “Product/Service” means the product or service you are purchasing/have purchased, and for the time period specified in your purchase confirmation.
- ◆ “Primary Member” means the primary contact from the Client.
- ◆ “Start Date” means the start date specified on the first page of this Membership Agreement.
- ◆ “Werqwise,” “we” or “us” means the Werqwise entity that is party to this Membership Agreement.
- ◆ “Werqwise Network” means the Werqwise online community accessed through our mobile app or web portal.

1. ALL ABOUT OUR RELATIONSHIP

a. Our relationship is, in effect, the commercial equivalent of accommodation in a hotel. This gives you the right to use the Office Space, share the communal areas and enables us to provide our services to you.

b. Our relationship is not a landlord/tenant or a lessor/lessee relationship. Neither our relationship, nor this Membership Agreement, in any way grants you or any member any title, easement, lien, possession or related rights in our business, the Location, Office Space, communal areas or any of the contents of the Location.

c. Neither our relationship, nor this Membership Agreement, creates any tenancy interest, leasehold estate or other real property interest.

d. Our relationship does not create a fiduciary or agency relationship, or partnership or joint venture, for any purpose.

e. Both parties to this Membership Agreement agree not to misrepresent our relationship in any way.

2. ALL ABOUT THE SPACE AND SERVICES

a. Werqwise Services: Subject to the terms and conditions of this Membership Agreement, and other policies we make available to you during the Term, Werqwise will use all commercially reasonable efforts to provide you, where appropriate, the services described below:

- ◆ Non-exclusive access to the Office Space.
- ◆ Furniture and furnishings for the Office Space of the same or similar quality and quantity usually provided to other Werqwise Clients, as determined in our discretion.
- ◆ Regular maintenance of the Office Space.
- ◆ Electricity, heat and air-conditioning for reasonable office use in the Office Space.
- ◆ Use of the Internet connection in accordance with the House Rules and shared between us and other Clients and Members.
- ◆ Use of the printers, copiers and/or scanners available to us and our Members and Clients at the Location, subject to Printing Credits.
- ◆ Access to and utilization of communal areas, including The Hub, Huddle areas as well as the DND work space in accordance with the type of membership selected.
- ◆ Use of the meeting rooms in any Werqwise location, subject to availability, your prior reservation and Meeting Room Credits.
- ◆ Access to use, within the Location, the kitchens, including consumption of the beverages provided by Werqwise to Clients and Members.
- ◆ Opportunity to participate in and benefit from the Werqwise partnership program and related events.
- ◆ Access to and use of the Werqwise Network in accordance with the House Rules.

One of the core values at Werqwise is that we listen to Clients and Members. If you have feedback on our services, or wish to discuss new ideas, or have needs that our services do not meet, please do not hesitate to approach our Member Experience Team, use our suggestion process, or complete one of our surveys so that your voice contributes to our community service development.

b. Service Delivery Details: Our Member Experience Team can be found at The Hub and can be contacted with regard to any aspect of the services we provide. Every effort is made to ensure that our team is available at times that are most common to the majority of our Members. This is also true of all services and facilities. For example, use of the meeting rooms in any Werqwise location other than your Location, and heat and air conditioning in the Office Space may only be available during Werqwise Team Hours, as detailed in your Location guide or Membership Agreement. Team hours may vary between Werqwise locations and are usually from 9.00am to 6.00pm, Monday to Friday, not including federal and state

holidays as this is when most of our Members are in attendance. These hours are usually shortened to 9.00am to 3.00pm on the day prior to any federal or state holiday.

c. Service and Space Numbers: This Membership Agreement specifies the occupancy and office(s) for which we will provide services. If you need more space, please ask us to assist. We can accommodate increases for short or long-term periods through a variety of solutions.

d. Werqwise Access to your Office Space. To ensure that we provide the Services at a consistent level of high quality, there are times we may need to access your Office Space. If reasonably required, we are entitled to access your Office Space, with or without notice, in connection with our provision of the Services, for safety or emergency purposes or for any other purposes.

e. Alterations to Space and Services Provided: We commit to all of our Clients and Members that we provide flexible solutions. For this reason, there are times we may need to make alterations to the layout and design of our floors. We therefore, reserve the right to alter your Office Space, including but not limited to moving furniture and walls, provided that we will not make any changes that substantially decrease the square footage of your Office Space. We may also vary the Services, furniture or furnishings provided for your Office Space at any time. Any Services may be provided by us, an affiliate or a third party. We commit to providing advance warning of any such changes to be made, except for changes required in a case of emergency. Please talk to us if you find any changes made an inconvenience or unacceptable and we will undertake commercially reasonable efforts to accommodate your needs.

f. Office Space Availability. We make every commercially reasonable effort to make sure that any commitments we make with regard to office space are delivered. In the unlikely event that the Office Space is not available on the Start Date, we will not be subject to any liability related to such lack of availability, and this Membership Agreement shall remain in full force and effect, provided that: (ii) at our sole discretion, we will either (a) provide you with alternate office space with a reasonably comparable size and occupancy, (b) agree to alternative arrangements with an appropriate discount with you, **or** (c) not charge you the Membership Fee during the period that the Office Space is not available to you. Notwithstanding anything in this paragraph to the contrary, if the delay in providing the Office Space is due to your actions or inactions or is due to changes to the Office Space requested by you, we will not be subject to any liability related to such delay, you shall not have the right to terminate, nor will such delay affect the validity of this Membership Agreement and we shall have no obligations to provide you with the benefits described in this paragraph.

3. ALL ABOUT MEMBERS

a. Member Roster: Only those individuals set forth on your Member Roster will be deemed to be “Members” and entitled to the benefits described in this Membership Agreement.

b. Member Access to Services: Members will be able to begin using, accessing, and/or receiving the Services on the later of (i) the Start Date or (ii) the date of the addition of such individual to the Member Roster. Services to any particular Member will cease immediately once you remove such Member from your Member Roster.

c. Upkeep of Member Details: You are responsible for maintaining the accuracy of your Member Roster. You may make changes to your Member Roster in accordance with the Location Guide.

d. Member Profiles: When a Member is added to the Member Roster, we will create a profile for that Member on the Werqwise Network. This Member profile will be viewable by us, our employees and agents, and other members. This profile will include the Member's name and the applicable Client name. It may also include additional information and/or a photograph as determined by the Member. A Member's profile will be removed when you remove that Member from your Member Roster.

e. Changes to or Removal of Primary Member or Authorized Signatory. We will be entitled to rely on communications to or from your Authorized Signatory or Primary Member as notice to or from you. Any change to the Authorized Signatory must be provided by an authorized representative of the Client, and, prior to any such change taking effect, we reserve the right to request any reasonable information to determine that any individual is an authorized representative of the Client.

4. ALL ABOUT MEMBERSHIP FEES AND PAYMENT TERMS

In line with our commitment to transparency with Clients, the following information is important. We strongly believe clarity regarding fees, payment terms, fee adjustments and responsibilities ensures we do not face any confusion or potential dispute if and when something does arise that could cause any issues.

a. Payments Due Upon Signing. Upon purchasing the Product/Service you will pay us, as applicable, the Service Retainer, the Membership Fees and any additional fees specified in the Product/Service.

b. Numbers in Excess of Agreed Memberships: In the event that the number of Members on your Member Roster or individuals using your Office Space exceeds the occupancy specified on the first page of this Membership Agreement, we reserve the right to charge additional fees unless such additional Members or individuals are current Connect+, Lounge+, Roam+ and/or Spot+ Members and are using the Location in accordance with their own Membership Agreement.

c. Taxes. You agree to pay promptly (i) any sales, use, excise, consumption and any other taxes and license fees which you are required to pay to any governmental authority (and, if requested by us, will provide us evidence of such payment) and (ii)

any taxes paid by us to any governmental authority including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, or other documentary taxes and fees, attributable to your Membership as shown on your invoice.

d. Invoices; Financial Information. Werqwise will provide invoices and other Membership information to the Primary Member. Change of the billing contact will require notice from the Authorized Signatory in accordance with this Membership Agreement.

e. Credits; Overage Fees. With each Product/Service, you will receive that number of credits for meeting room or other workspace use and a certain number of credits for color and black and white copies and printouts specified in your purchase confirmation. These allowances may not be rolled over to another time period or Member. If these allocated numbers of credits are exceeded, you will be responsible for paying additional fees at the then current rate detailed in your Location Guide.

f. Late Fees. If payment for the Membership Fee or any other outstanding fee is not made by the tenth (7th) calendar day of the month in which such payment is due, you will be responsible for paying a late charge of \$50 or 5% of the overdue amount, whichever is greater (or the maximum rate allowed by law if less). A late payment by you will cause us to incur costs such as processing and accounting charges, the amount of which is extremely difficult to determine. The late charge is our best estimate of those costs.

g. Form of Payment. All Products/Services purchased through our website are to be automatically paid on the due date via saved credit card through the Member Portal.

h. Outstanding Fees. Any outstanding fees will be charged in arrears on a monthly basis. When we receive funds from you, we will first apply funds to any balances which are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. If any payments remain outstanding after we provide notice to you, we may, in our sole discretion, withhold Services or terminate this Membership Agreement in accordance with Section 6(d).

i. No Refunds. Except as provided in Sections 6(b) and (e) of this Membership Agreement, there are no refunds of any fees or other amounts paid by you in connection with the Services.

5. THE HOUSE GUIDELINES AND POLICIES

a. Primary Member and Members: In addition to any rules, policies and/or procedures that are specific to a Location used by you, you agree to abide by our House Guidelines and Policies. You are also responsible for ensuring your Members

comply with all House Rules. These are issued to you as separate documents but and are incorporated by reference into this Membership Agreement. We advise that you read them carefully before signing this Membership Agreement.

6. ALL ABOUT THE AGREEMENT TERM AND TERMINATION

a. Term. This Membership Agreement will be effective when the Product/Service are purchased, and valid for the time period as specified in the Purchase Confirmation.

b. Cancellation Prior to Start Date by You. Once purchased, you may not cancel this Membership Agreement.

c. Termination or Suspension by Us. We may suspend Services or terminate this Membership Agreement:

- (i) immediately upon breach of this Membership Agreement by you or any Member;
- (ii) immediately upon termination, expiration or material loss of our rights in the Location;
- (iii) immediately if any outstanding fees are still due after we provide notice to you;
- (iv) immediately if you or any of your Members fail to comply with the terms and conditions of the Werqwise Network, our Internet Terms of Service, or any other policies or instructions provided by us or applicable to you; or
- (v) at any other time for any reason, with thirty (30) days' prior written notice.

If we suspend Services or terminate this Membership Agreement under this Section, you will remain liable for past due amounts, and we may exercise our rights to collect due payment.

An individual Member will no longer be allowed access to the Services and is no longer authorized to access the Location upon the earlier of (x) the termination or expiration of this Agreement; (y) your removal of such Member from the Member Roster or (z) our notice to you that such Member materially or repeatedly violated this Membership Agreement.

d. Service Retainer. The Service Retainer will be held as a retainer for performance of all your obligations under this Membership Agreement, including payment of the Membership Fees, and is not intended to be a reserve from which fees may be paid. In the event you owe us other fees, you may not have them deducted from the Service Retainer, but must pay them separately. However, if you fail to pay Membership Fees or any other fees owed to us, we may elect to deduct the amount of the unpaid fees from the Service Retainer. In that case, you must restore the Service Retainer to its original amount within five (5) days after we request you to do so and any failure to do so will be a breach of this Membership Agreement. We will return the Service Retainer, or any balance after deducting outstanding fees and other costs due to us, including any unsatisfied Membership Fee obligations, to you by bank transfer or other method that we communicate to you within one full calendar month after the later of (i) the termination or expiration of this Membership Agreement, and (ii) the date on which you provide to us all account information necessary for us to make such payment. Return of the Service Retainer is also subject to your complete performance of all your obligations under this Membership Agreement, including

full satisfaction of your then-outstanding Membership Fee obligations and any additional obligations applicable following termination or expiration of this Membership Agreement.

e. Removal of Property Upon Termination. Prior to the termination or expiration of this Membership Agreement, you will remove all of your, your Members', and your or their guests' property from the Office Space and Location. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in the Office Space or Location after the termination or expiration of this Membership Agreement. We will not have any obligation to store such property, and you waive any claims or demands regarding such property or our handling of such property following termination or expiration of this Membership Agreement. You will be responsible for paying any fees reasonably incurred by us regarding such removal. Following the termination or expiration of this Membership Agreement, we will not forward or hold mail or other packages delivered to us.

7. ALL ABOUT LIABILITY, INDEMNIFICATION AND INSURANCE

a. Waiver of Claims. To the extent permitted by law, you, on your own behalf and on behalf of your Members, employees, agents, guests and invitees, waive any and all claims and rights against us and our landlords at the Location and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the "Werqwise Parties") resulting from personal injury or damage to, or destruction, theft, or loss of, any property, person or pet at the Location during the Term.

b. Limitation of Liability. To the extent permitted by law, the aggregate monetary liability of any of the Werqwise Parties to you or your Members, employees, agents, guests or invitees for any reason and for all causes of action, will not exceed the total Membership Fees paid by you to us under this Membership Agreement in the twelve (12) months prior to the claim arising. None of the Werqwise Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption. You acknowledge and agree that you may not commence any action or proceeding against any of the Werqwise Parties, whether in contract, tort, or otherwise, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual. Notwithstanding anything contained in this Agreement to the contrary, you acknowledge and agree that you shall not commence any action or proceeding against any of the Werqwise Parties other than the Werqwise party that signed this Membership Agreement.

c. Indemnification. You will indemnify the Werqwise Parties from and against any and all claims, including third party claims, liabilities, and expenses, including reasonable attorneys' fees, resulting from any breach of this Agreement by you or your Members or your or their guests, invitees or pets or any of your or their actions or omissions. You are responsible for the actions of and all damages caused by all persons and pets that you, your Members or your or their guests invite to enter any of the Location. You shall not make any settlement that requires a materially adverse act or admission by us or imposes any obligation upon any of the Werqwise Parties without our written consent. None of the Werqwise Parties shall be liable for

any settlement made without its prior written consent.

d. Insurance. You are responsible for maintaining, at your own expense and at all times during the Term and for a period of two (2) years after, personal property insurance and commercial general liability insurance covering you and your Members for property loss and damage, injury to your Members and your Members' guests or pets and prevention of or denial of use of or access to, all or part of the Location, in form and amount appropriate to your business. You will ensure that Werqwise and the landlord of the applicable Location shall each be named as additional insureds on any such policies of insurance and that you waive any rights of subrogation you may have against Werqwise and the landlord of the applicable Location. You shall provide proof of insurance upon our request.

e. Pets. If the Office Space is in a Location designated by us to be one in which pets are permitted, and if any Member plans on regularly bringing a pet into the Office Space or otherwise into the Location, we may require this Member to produce proof of vaccination for such pet and evidence of compliance with applicable local licensing or other regulations. If any of your Members brings a pet into the Location, you will be responsible for any injury or damage caused by this pet to other Members or guests or other occupants of the Location or to the property of (i) Werqwise or any employees, Members or guests or (ii) the owner(s) or other occupants of the Location. None of the Werqwise Parties will be responsible for any injury to, or acts of, such pets. We reserve the right to restrict any Member's right to bring a pet into the Location in our sole discretion.

f. Other Members. We do not control and are not responsible for the actions of other Members or any third parties. If a dispute arises between Members or their invitees or guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party.

g. Privacy. We collect, process, transfer and secure personal data about you and your Members pursuant to the terms of our Privacy Policy. Note that you are not obligated to provide us with personal information and any information collected by us will be provided by you at your own will and with your explicit consent granted herein by execution of this Membership Agreement. You hereby (i) undertake to inform any new or existing Member of the provisions of this clause and the Privacy Policy, (ii) undertake, where necessary, to obtain consent from such Member to the collection, processing, transferring and securing of data described herein, and (iii) represent and warrant that you collect and process such Member's personal data in accordance with applicable law.

8. THE LEGAL CLAUSES

a. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods or California's or any other implementation of the Uniform Computer Information Transactions Act.

b. Branding: As we do promote Members of our communities, we ask you to consent to our non-exclusive, non-transferable use of your Client name and/or logo in connection with identifying you as a Client of Werqwise, on a public-facing “Membership” display on Werqwise.com, as well as in video and other marketing materials. You, therefore, warrant that your logo does not infringe upon the rights of any third party and that you have full authority to provide this consent. You may terminate this consent at any time upon thirty (30) days’ prior notice. If at any time you note our use of your brand in any way that makes you unhappy, please raise the matter with our Member Experience Team at The Hub and they will work with our marketing team to resolve this for you.

You will not take, copy or use for any purpose the name “Werqwise” or any of our other business names, trademarks, service marks, logos, or other identifiers or other intellectual property including modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of the Location, without our prior consent, and this provision will survive termination of this Membership Agreement.

c. Venue. Except that either party may seek equitable or similar relief from any court of competent jurisdiction, any dispute, controversy or claim arising out of or in relation to this Membership Agreement, that cannot be settled amicably by agreement of the parties shall be finally settled in accordance with the arbitration rules of American Arbitration Association then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be San Francisco, California, U.S.A.

d. Proceedings; Judgment. The proceedings shall be confidential and in English. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party’s reasonable attorneys’ fees and other fees, costs and expenses of every kind in connection with the action, suit or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable.

e. Class Action Waiver. Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You and we also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person’s account, if we are a party to the proceeding. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

f. Updates to the Agreement. Changes to membership and overage fees, will be governed by Section 4(b) and 4(d) of this Agreement, respectively. We may from time to time update this Membership Agreement and will provide notice to you of these updates. You will be deemed to have accepted the updated terms of this Membership Agreement following the _____

completion of two (2) full calendar months after the date of notice of the update(s). Continued use of the Office Space or Services beyond this time will constitute acceptance of the new terms.

g. Waiver. Neither party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party.

h. Subordination. This Membership Agreement is subject and subordinate to our lease with our landlord of the Location and to any supplemental documentation and to any other agreements to which our lease with such landlord is subject to or subordinate. However, the foregoing does not imply that this Membership Agreement constitutes any sublease or other similar relationship involving an interest in real property.

i. Extraordinary Events. Werqwise will not be liable for, and will not be considered in default or breach of this Membership Agreement on account of, any delay or failure to perform as required by this Membership Agreement as a result of any causes or conditions that are beyond Werqwise's reasonable control, including without limitation (i) any delays or changes in construction of, or Werqwise's ability to procure any space in, any Location, and (ii) any delays or failure to perform caused by conditions under the control of our landlord at the applicable Location.

j. Severable Provisions. Each provision of this Membership Agreement shall be considered separable. To the extent that any provision of this Membership Agreement is prohibited, this Membership Agreement shall be considered amended in order to make this Membership Agreement effective under applicable law.

k. Survival. Sections 1, 2(c), 4 (to the extent any payments remain outstanding), 6(b), 7(a) through 7(e), 7(g), 8, and 9 and all other provisions of this Membership Agreement reasonably expected to survive the termination or expiration of this Membership Agreement will do so.

l. Notices. 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. All notices under this Membership Agreement will be given via email, and will be effective on the first business day after being sent. All notices will be sent via email to the email addresses specified on the Membership Agreement, except as otherwise provided in this Membership Agreement. Werqwise may send notices to either (or both) of the Primary Member or the Authorized Signatory, as Werqwise determines in its reasonable discretion. Notices related to this Membership Agreement or the business relationship between you and Werqwise should be sent by your Authorized Signatory. In the event that we receive multiple notices from different individuals within your company containing inconsistent instructions, the Authorized Signatory's notice will control unless we decide otherwise in our reasonable discretion.

m. Headings; Interpretation. The headings in this Membership Agreement are for convenience only and are not to be used to interpret or construe any provision of this Agreement. References to any times of day in this Agreement refer to the time _____

of day in the Office Space's time zone.

n. No Assignment. Except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the shares or assets of you or your parent corporation, you may not transfer or otherwise assign any of your rights or obligations under this Membership Agreement without our prior written consent. We may assign this Membership Agreement without your consent.

o. OFAC. You hereby represent and warrant that (i) neither you, nor anyone who directly or indirectly owns a 50% or greater economic or voting interest in you, nor any of your Members are or will be, at any time during the Term, an entity or individual listed on the Specially Designated Nationals and Blocked Persons List published by the U.S. Department of Treasury, as updated from time to time or is an entity domiciled under regions sanctioned by the U.S. Department of Treasury, (ii) neither you nor any of your Members are or will be, at any time during the Term, a government official, including without limitation an official or employee of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or "affiliate" (as defined in regulations under the U.S. Securities Exchange Act of 1934) of a government instrumentality and (iii) neither you nor any of your Members will, at any time during the Term, engage in any activity under this Membership Agreement, including the use of Services provided by Werqwise in connection with this Membership Agreement, that violates applicable U.S. economic sanctions laws or causes Werqwise to be in violation of such U.S. economic sanctions laws.

p. Anti-Money Laundering. You hereby represent and warrant that at all times you and your Members have conducted and will conduct your operations ethically and in accordance with all laws, including but not limited to laws that prohibit commercial bribery and money laundering (the "Anti-Money Laundering Laws"), and that all funds which you will use to comply with your payments obligations under this Membership Agreement will be derived from legal sources, pursuant to the provisions of Anti-Money Laundering Laws. You will provide us with all information and documents that we from time to time may request in order to comply with all Anti-Money Laundering Laws.

q. Anti-Corruption Laws. Neither you nor any of your Members, your directors, officers, employees, agents, subcontractors, representatives or anyone acting on your behalf, (i) has, directly or indirectly, offered, paid, given, promised, or authorized the payment of any money, gift or anything of value to: (A) any Government Official or any commercial party, (B) any person while knowing or having reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any Government Official or any commercial party, or (C) any employee or representative of Werqwise for the purpose of (1) influencing an act or decision of the Government Official or commercial party in his or her official capacity, (2) inducing the Government Official or commercial party to do or omit to do any act in violation of the lawful duty of such official, (3) securing an improper advantage or (4) securing the execution of this Agreement, (ii) will authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with this Agreement, the Services or the Office Space. For purposes of this section, "Government Official" means any officer, employee or person acting in an official capacity for any government agency or

instrumentality, including state-owned or controlled companies, and public international organizations, as well as a political party or official thereof or candidate for political office.

r. Brokers. You hereby represent and warrant that you have not used a broker or realtor in connection with the membership transaction covered by this Membership Agreement, except as may be provided for in the Werqwise broker referral program. You hereby indemnify and hold us harmless against any claims arising from the breach of any warranty or representation of this paragraph.

s. Entire Agreement. This Membership Agreement, including documents incorporated by reference herein, constitutes the entire agreement between the parties relating to the subject matter hereof and may be updated in accordance with Section 8(f). All prior agreements and understandings between the parties regarding the matters described herein have merged into this Membership Agreement.

Appendix 1 – House Rules

At Werqwise, the community is at the heart of everything we do. We exist to help our communities, our Members, our people and our partners succeed. Part of how this is achieved is the building of communities that are based on our values: **Listen, Create, Deliver, Enjoy:**

- We believe listening forms the foundation of communities built on trusting relationships
- We believe that creativity drives growth and progress
- We believe that productivity is the key to achieving results
- We believe that work should be an adventure, approached with a smile and a sense of fun

We ask all our people to think about how they demonstrate these values every day. We also ask our Members to consider how they can contribute to the success of our community in ways that are aligned with these values. This can be as simple to listening to someone who is having a bad day in the kitchen, creating connections with other Members, our team, or sharing your expertise so others can improve their own productivity, all while we enjoy working together. We are confident that these simple, engaging behaviors will make Werqwise a great place to be.

We want you to enjoy your time at Werqwise and we want everyone who visits, works in the community or attends events to have a positive experience. We know that this means that we do need to have some house rules in place – to ensure that we all feel safe and know what is expected of us as part of our community.

Community Policies:

a. Respect: We all deserve to work in an environment where everyone is treated with dignity and respect. Werqwise is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to our business success. None of us can afford to let anyone's talents go to waste. Werqwise is itself an equal employment employer and is committed to providing a workplace that is free of discrimination of all types from abusive, offensive or harassing behavior. Any Member, visitor, or employee who feels harassed or discriminated against should report the incident to the Member Experience Director or Manager for the location. We ask all members to ensure that they respect this rule and behave accordingly.

b. Guests: Please do not allow any guest(s) to enter the building without registering such guest(s) and performing any additional required steps according to our guest registration process. This means we know who is in the building at all times, can ensure their safety in the event of an emergency and ensure our community environment is kept as safe as possible.

c. Information Technology: We ask that all members take responsibility for ensuring that they and anyone on their team abides by our IT Rules when using shared IT services. As such, you are also responsible for ensuring your Members comply with all IT Rules. Please do note that if we provide any IT support services, we will not be responsible for any damage to your equipment or data and any such support must be supervised by you. While we will not be responsible for material on your own hardware or for anything stored in/on/by your own equipment, please do take care to ensure that the following simple rules are followed so that we ensure that our community members are not exposed to any material that would make them uncomfortable, or that is illegal:

I. Do not print any material that could be considered in any way illegal or offensive to others on the community printers provided by us.

II. Do not use the scan/email facilities provided to transmit, email or share any material that could be considered illegal or offensive to others.

III. Do not view material on your own equipment that could be considered illegal or offensive to others in the community. Please be aware, there are times your screens can be seen by others.

IV. Please take care around ensuring that we keep our community free from discrimination, hate talk, explicit materials or bullying. The Werqwise provided internal messenger may not be used for transmitting, retrieving, or storing of any communications of a defamatory, discriminatory or harassing nature, or materials that are obscene or X-rated. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes, sexual preference, or any other federal or state protected status shall be transmitted. Harassment of any kind is prohibited. This is also extended to include activities such as: piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the internet or email.

V. If you are likely to use the internet in a manner which could potentially disrupt the use of the service by other members (eg: receiving many large files or streaming heavy content), please talk to your Member Experience Team about how this can be best achieved.

d. Damage and Alterations. Please take care of our community facilities and your assigned work spaces. While we accept there will be normal wear and tear, as well as accidents, you will be responsible for any damage to your Office Space exceeding normal wear and tear. If you have an accident, please do contact our Member Experience Team at The Hub and they will do all they can to help you sort out any damage. If you need changes to your space, talk to us and we will do all we can to accommodate if reasonably possible. Do not make any structural or nonstructural alterations or installations in the Office Space or elsewhere in the Location without prior approval by us. In the event that any alterations or installations are made, you shall be responsible for the full cost, fees and expenses of the alteration or installation and the removal of such

items and the restoration necessitated by any such alterations whether such cost, fees and expenses are incurred by us or not. If any such alteration or installation is approved by us the restoration must be completed prior to the termination of these guidelines. If any alteration or installation is made without our prior written approval you will be responsible for the immediate restoration. Given the requirements in place that we comply with all building codes and construction regulations, in no event are you permitted to perform any installation or restoration actions, and any such installation or restoration must be performed by a member of the Werqwise team or party approved by us for the specific installation or restoration.

e. Access Keys, Locks and Security: To ensure that we maintain a safe and secure location, you will not make any copies of any keys, keycards or other means of entry to the Office Space or the Location or lend, share or transfer any keys or keycards to any third party, unless authorized by us in advance. You will not install any locks to access the Office Space or anywhere within the Location, unless authorized by us in advance.

f. Dangerous, Disruptive or Illegal Activities: Werqwise aims to create communities which foster success. We know that this means creating safe, respectful and inclusive environments. To this end, we ask that neither you, your Members or your guests will:

I. Perform any activity or cause or permit anything that is reasonably likely to be offensive, disruptive or dangerous to us or any other Client or Member, or our or their employees, guests or property, including without limitation the Office Space or the Location.

II. Use the Services, the Location or the Office Space to conduct or pursue any illegal or offensive activities or comport themselves to the community in a similar manner.

III. Allow anyone below the age of 21 to consume alcohol at any Werqwise event.

IV. Misrepresent yourself or themselves to the Werqwise community, either in person or on the Werqwise Network.

V. Take, copy or use for any purpose the name "Werqwise" or any of our other business names, trademarks, service marks, logos, or other identifiers or other intellectual property including modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of the Location, without our prior consent, and this provision will survive termination of these guidelines.

VI. Use the Office Space in a "retail," "medical," "training" or other nature involving frequent visits by members of the public.

VII. Sell, manufacture or distribute any controlled substance, including alcoholic beverages, from the Office Space, or obtain a license for such sale, manufacture, importation, or distribution using the Office Space or the address of the Location.

VIII. Use our mail and deliveries services for fraudulent or unlawful purposes, and we shall not be liable for any such use;
or

IX. Bring any weapons of any kind, or any other offensive, dangerous, inflammable or explosive materials into the Office Space or the Location.

It is important that you know that these guidelines and policies are part of the Membership Agreement that you sign with Werqwise for your membership(s) and are incorporated by reference into that agreement. By signing your Membership Agreement, you accept and agree to abide by these guidelines.

As always, at Werqwise, what you think or have to say is important to us. Should you have any questions, need clarification or wish to discuss any of these guidelines, please do reach out to us and ask.

Version Dated: April 24th, 2020