

# WEWORK MEMBERSHIP AGREEMENT

## CONTACT INFORMATION

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### Company

Name: **M Lange Media**

Industry:

### Primary Member

Name: **Michelle Lange**

Email: **michelle@mlangemedia.com**

Telephone: **323 715 5130**

Date of Birth: **1970-12-03**

## MEMBERSHIP DETAILS

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Company Name: **M Lange Media**

Start Date: **2016-10-01**

Set-Up Fee: **\$100.00**

Payment Method: **ACH**

Parking Fees (if applicable): **\$0.00**

Discount: **\$200.00 per month (Oct 1st, 2016 - Oct 31st, 2016)**

Commitment Term: **1 Month(s)**

Notes:

Office Type: **Dedicated Desk**

Office Number: **Playa Vista - DD - 94 (1)**

Total Company Employees: **1**

Membership Fee: **\$450.00/mo**

Service Retainer: **\$675.00**

B/W Prints/Copies: **120/mo**

Color Prints/Copies: **20/mo**

Conference Room Credits: **5/mo**

# SIGNATURE

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This Agreement, including the Terms and Conditions and Membership Details form, and any applicable Service Package Addendum, will be effective when signed by both parties. In the event of any conflict between the Terms and Conditions and the Membership Details form, the Membership Details form shall prevail.

When signing this Agreement you must have the proper authority to execute this Agreement on behalf of the company listed above and incur the obligations described in this Agreement on behalf of such company.

I agree to the Terms & Conditions, Payment Authorization Terms & Conditions Membership Details form and any applicable Services Package Addendum in this Membership Agreement.

Electronic Signature: **Michelle Lange**

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**M Lange Media**

Community Manager's Signature: **Ben Moody**

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**12655 Jefferson Blvd Tenant LLC**

Agreement Date: **September 30th, 2016**

## WeWork

12655 Jefferson Blvd Tenant LLC

12655 W. Jefferson Blvd

Los Angeles, CA, 90066

playavista@wework.com

424-271-2329

# TERMS & CONDITIONS

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## I. THE LINGO

- “**Authorized Signatory**” means an individual authorized to legally bind your company.
- “**Main Premises**” means the Premises in which the Office Space is located, as set forth in the Membership Details form.
- “**Member**” means each person you authorize on your Member List as being allowed to use your Office Space and receive the Services (defined below) or other benefits of your WeWork Membership.
- “**Member Company**” means a company, entity, or individual that enters into a Membership Agreement with WeWork, including without limitation for a We Membership or WeWork Office membership.
- “**Milestone Date**” as used in this Agreement, means November 1, 2015.
- “**Office Space**” means the office number and/or workspace location(s) specified in the Membership Details form.
- “**Premises**” means a building or a portion of a building in which WeWork offers or plans to offer offices, workstations, other workspaces, and/or other services to Member Companies.
- “**Primary Member**” means the primary in-Premises Member contact for WeWork.
- “**Start Date**” means the start date set forth on the Membership Details form.
- “**WeWork**,” “**we**” or “**us**” means the WeWork entity you are contracting with, which may be amended by WeWork from time to time.
- “**You**” means the company or other entity listed on the Membership Details form.

## 2. THE BENEFITS OF MEMBERSHIP

**(a) Services.** Subject to the terms and conditions of this agreement, including any attachments, exhibits, and addenda (including any additional or supplemental Membership Details forms) (collectively, the “**Agreement**”) and any other policies we make available to you from time to time, during the Term (defined below), WeWork 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**.”

- Non-exclusive access to the Office Space.
- 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.
- Furnishings for the Office Space of the quality and in the quantity typically provided to other WeWork Member Companies with similar office space, workstations, and/or other workspace, as applicable, in the Premises.
- Access to and use of the WeWork 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 conference rooms in any WeWork Premises during such Premises’ Regular Business Hours on Regular Business Days, subject to availability and your prior reservation of such conference rooms.
- Heat and air-conditioning in the Office Space during Regular Business Hours on Regular Business Days.

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- 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 WeWork employee's signature indicating acceptance or should you use our mail and deliveries services for fraudulent or unlawful purposes.
- Opportunity to participate in Members-only events, benefits and promotions.

(b) **Business Hours/Days.** "Regular Business Hours" are generally from 9:00 a.m. to 6:00 p.m. on Regular Business Days in the time zone where the applicable Office Space is located, with the exception of days prior to local bank/government holidays, when Regular Business Hours end at approximately 2:00 p.m. "Regular Business Days" are all weekdays, except local bank/government holidays and up to three other days of which we will inform you.

(c) **Our Reserved Rights.** 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. We may temporarily move furniture contained in your Office Space. We reserve the right to alter your Office Space, provided that we will not do so in a manner that substantially decreases the square footage of your assigned Office Space or related amenities. We may also modify or reduce the list of Services or furnishings provided for your Office Space at any time. The Services may be provided by us, an affiliate or a third party.

(d) **Office Space Not Timely Available.** If we are unable to make the Office Space available by the Start Date for any reason, including due to (i) changes in construction plans, delays in obtaining permits, or any other obstacles in procuring space in any Premises, or (ii) delays caused by you or by changes requested by you, we will not be subject to any liability related to such inability, nor will such failure affect the validity of this Agreement. In this event, except as set forth in this Agreement, you will not be obligated to make payments of the Membership Fee until the Office Space is made available to you.

## 3. YOUR MEMBERS

(a) **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 (i) the Start Date or (ii) the date we confirm the addition of such individual to the Member List. You are responsible for maintaining the accuracy of the Member List, the first version of which is

attached to this Agreement. 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 WeWork, to the email address specified at the bottom of the Membership Details form. 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 fee as set forth on [wework.com/faq](http://wework.com/faq). In no event will the number of Members exceed 1.5 times the number of desks in the Office Space, regardless of additional fees paid. We reserve the right to further limit the number of Members allowed at any point.

Upon the addition of a Member to the Member List, WeWork will create a profile for such Member on the WeWork 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 and obtaining their consent to the collection, use and disclosure of their personal information for such purposes. 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.

(b) **Changes to or Removal of Primary Member or Authorized Signatory.** An Authorized Signatory generally has the sole authority to make changes to or terminate this Agreement. A Primary Member will generally serve as WeWork'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. However, an Executive Officer of the applicable Member Company ("Executive Officer") will have the authority to override the request of an Authorized Signatory or Primary Member, as applicable, provided that we receive such a request within 24 hours following such Authorized Signatory's or Primary Member's request. We will be entitled to request reasonable information to confirm that an individual claiming to be an Executive Officer truly is one and to exercise our

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discretion in determining whether a particular position constitutes an “Executive Officer.” 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.

## 4. MEMBERSHIP FEES; PAYMENTS

(a) **Payments Due Upon Signing.** Upon submitting a signed and completed Agreement, you will be obligated to deliver to us, in the amount(s) set forth on your Membership Details form, (i) a service retainer (“**Service Retainer**”) and (ii) the Set-Up Fee. The Service Retainer will be held as a retainer for performance of all your obligations under this Agreement 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 rely on deducting them from the Service Retainer, but must pay them separately. Subject to the complete satisfaction of your obligations under this Agreement, we will return the Service Retainer, or any balance after deducting outstanding fees and other costs due to us, to you by ACH within thirty (30) days (or earlier if required by applicable law) after the later of (1) the termination or expiration of this Agreement (2) the date on which you provide to us all account information necessary for us to make such payment and (3) your complete performance of all your obligations under this Agreement, including any obligations applicable following termination or expiration of this Agreement.

(b) **Membership Fee.** During the Term (defined below) of this Agreement, we will process payment for your Membership Fee and other then-outstanding fees, in advance, monthly and no later than the fifth (5<sup>th</sup>) business day of each month. You shall be responsible for having the necessary funds available in your payment account as of the first (1<sup>st</sup>) day of the month. The Membership Fee set forth on the Membership Details form covers the Services for only the number of Members indicated in the Membership Details form. Additional Members will result in additional fees as set forth on [wework.com/faq](http://wework.com/faq).

For Member Companies with an Agreement Date that is on or after the Milestone Date, on each anniversary of the Start Date, the Membership Fee for the year will automatically increase by three percent (3%) of the previous year’s Membership Fee; except that such increase will not apply to Member Companies who entered into valid Membership Agreements prior to the Milestone Date and received office space from WeWork **prior to and continuously through the Milestone Date, without any breaks in membership, even**

**if subject to a Membership Agreement entered into after the Milestone Date** (each an “**Existing Member Transfer**”). For Member Companies that did not receive office space continuously before and after the Milestone Date, the automatic three percent (3%) increase described in this paragraph will apply.

For (a) Member Companies with an Agreement Date that is prior to the Milestone Date and (b) Existing Member Transfers, the automatic three percent (3%) increase stated above will not apply, provided that the Membership Fee may be subject to increases every year during the Term.

(c) **Invoices; Financial Information.** WeWork will send or otherwise provide invoices and other billing-related documents, information and notices to the Primary Member, unless a different Billing Contact is indicated on the Membership Details form. Change of the Billing Contact will require notice from the Authorized Signatory in accordance with this Agreement.

(d) **Overage Fees.** Each month, you will receive a certain number of credits for conference room use, copies, printouts and other products and services we may offer from time to time, as specified on the Membership Details form. These allowances may not be rolled over from month to month. If these allocated amounts are exceeded, you will be responsible for paying fees for such overages. The current overage fee schedule is listed on [wework.com/faq](http://wework.com/faq). All overage fees are subject to increase from time to time.

(e) **Late Fees.** If payment for the Membership Fee or any other accrued and outstanding fee is not made by the tenth (10<sup>th</sup>) of the month in which such payment is due, you will be responsible for paying the then-current late charge. The current late fee schedule is listed on [wework.com/faq](http://wework.com/faq).

(f) **Form of Payment.** We accept payment of all amounts specified in this Agreement solely by direct withdrawal from your bank account or credit card. If you elect to pay via direct withdrawal, you are required to maintain sufficient money in your bank account to pay the fees described in this Agreement and to inform us promptly of any changes to the account. If you elect to pay via credit card, you are required to inform us promptly of any changes to your credit card information and must ensure that you replace such credit card and update the relevant information prior to its expiration date. Changing your payment method may result in a change in the amount required under this Agreement to be held as the Service Retainer. Only a single checking, savings or credit card account may be used at any given time to make payments under this Agreement. If payment via credit card fails on two occasions, we may require you to make payments via direct withdrawal.

(g) **Outstanding Fees.** 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

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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 Agreement in accordance with Section 5(c).

(h) **No Refunds.** Except as provided in Sections 5(b) and 5(e) of this Agreement, there are no refunds of any fees or other amounts paid by you or your Members in connection with the Services.

## 5. TERM & TERMINATION

(a) **Term.** This Agreement will be effective when signed by both parties ("**Effective Date**"); provided that we have no obligations to provide you with the Services until the later of (i) the date on which payment of your Service Retainer and first month's Membership Fee has cleared or (ii) the Start Date. If the Start Date is a Regular Business Day, you will be entitled to move into the Office Space after 11:00 a.m. (in the Office Space's time zone) on the Start Date. If the Start Date is not a Regular Business Day, you will be entitled to move into the Office Space after 11:00 a.m. (in the Office Space's time zone) on the first Regular Business Day after the Start Date. Unless otherwise set forth on the Membership Details form, following the Commitment Term, this Agreement shall continue on a month-to-month basis (any term after the Commitment Term a "Renewal Term"). The Commitment Term and all subsequent Renewal Terms shall constitute the "Term." If no Commitment Term is indicated on your Membership Details Form, the default Commitment Term shall commence on the Start Date and end one (1) month after the Start Date. This Agreement will continue until terminated in accordance with this Agreement.

(b) **Cancellation Prior to Start Date by You.** You may cancel this Agreement prior to the Start Date upon delivery of notice to us. If you terminate more than one (1) full calendar month prior to your Start Date, you may be entitled to a refund of your Set-Up Fee, less any applicable charges, expenses or deductions. If you terminate within one (1) full calendar month prior to your Start Date, you will not receive any refund.

(c) **Termination After the Start Date by You; Changes in Office Space.** Except as set forth in this section, you may terminate this Agreement by delivering to us the WeWork Exit Form ("**Exit Form**") at least one (1) full calendar month prior to the month in which you intend to terminate this Agreement ("**Termination Effective Month**"). **The termination will become effective on the last Regular Business Day of the Termination Effective Month; provided that the Agreement is not terminable during the Commitment Term.** During the Commitment Term, if you

deliver an Exit Form to WeWork at least one (1) full calendar month before the end of the Commitment Term, you may terminate the Agreement as early as the last Regular Business Day of the Commitment Term. Any Exit Form delivered to WeWork during the Commitment Term but less than one (1) full calendar month before the end of the Commitment Term shall become effective in accordance with the rest of this Section 5(c). For instance, if you would like to terminate this Agreement on the last Regular Business Day of April, the last opportunity to deliver the Exit Form to us would be on March 31. The Exit Form needs to be completely filled out and signed by the Authorized Signatory. You will not be entitled to pro ration with respect to the last month's Membership Fee. For instance, if you vacate your Office Space before the last Regular Business Day of April, you will still owe us the full Membership Fee for the month of April. On the last Regular Business Day of the month, you must vacate the Office Space no later than 4:00 p.m. Changes in Office Space, to the extent you have already occupied a different Office Space, will also require compliance with the termination obligations set forth in this Section 5 for the Office Space being vacated.

(d) **Termination or Suspension After the Start Date by Us.** We may withhold Services or immediately terminate this Agreement: (i) upon breach of this Agreement by you or any Member; (ii) upon termination, expiration or material loss of our rights in the Premises; (iii) if any outstanding fees are still due after we provide notice to you; (iv) if you or any of your Members fail to comply with the terms and conditions of this Agreement or any other policies or instructions provided by us; or (v) at any other time, when we, in our reasonable discretion, see fit to do so. You will remain liable for past due amounts, and we may exercise our rights to collect due payment, despite termination or expiration of this Agreement.

(e) **Service Retainer.** After termination or expiration of this Agreement, we will return any balance of your Service Retainer to you in accordance with Section 4(a) of this Agreement.

(f) **Removal of Property Upon Termination.** Prior to the termination or expiration of this Agreement, you will remove all of your, your Members', and your or their guests' property from the Office Space and Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in or on the Office Space or Premises after the termination or expiration of this Agreement and 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. You will be responsible for paying any fees reasonably incurred by us regarding such removal. Following the termination or expiration of this Agreement, we will not forward or hold mail or other packages delivered to us.

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## 6. HOUSE RULES

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

(a) **You acknowledge and agree that:**

- keys, key cards and other such items used to gain physical access to the Premises or the Office Space remain our property. 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;
- carts, dollies and other freight items which may be made available may not be used in the passenger elevator except at our discretion;
- 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 rules and regulations as determined by us and communicated to you, including by email. We may add, delete or amend the rules and regulations at our reasonable discretion and with notice to you, provided that neither the enforcement of such rules nor the additions, deletions or amendments of such rules shall be discriminatory—that is, such rules or additions will similarly apply to all other Members and Member Companies with Office Space in the Premises receiving similar services;
- all of your Members are at least 18 years of age;
- you shall be solely and fully responsible for ensuring that no alcohol is consumed by any of your Members who is younger than the legal age for consuming alcohol in the applicable jurisdiction;
- your Office Space has a limited capacity. If the number of Members or other individuals regularly using your Office Space exceeds the number allocated on your Membership Details form, you will be required to pay the then current additional fee as set forth on [wework.com/faq](http://wework.com/faq). In no event will the number of Members exceed 1.5 times the number of desks in the Office Space, regardless of additional fees paid. We reserve the right to further limit the number of Members allowed at any point;
- 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 will provide us with reasonable notice of and complete all required paperwork prior to hosting any event at the Premises;
- you may not make any alterations and/or installations of additional design elements and furniture in the Office Space without prior consultation and approval by us. All alterations and/or installations are subject to our community guidelines. In the event that any alterations and/or installations are made, you shall also be responsible for the full cost and expense of the removal of any such items and any restoration necessitated by any such alterations. To the extent that we incur any costs in connection with such alteration, installation or removal which are not otherwise paid by you we shall deduct such costs from the Service Retainer. Prior to any such alteration, installation or removal you shall coordinate with the WeWork community manager at the Premises to discuss the appropriate time, manner and means for our facilities team to perform such alteration, installation or removal, at no time shall you or any of your Members perform any alteration, installation or removal yourself;
- you have no expectation of privacy or security with respect to WeWork'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, including for security reasons and to ensure compliance with WeWork's policies, regardless of whether such activity occurs on equipment owned by you or WeWork;
- you and your Members' computers, tablets, mobile devices and other electronic equipment must be (i) kept up-to-date with the latest software updates provided by the software vendor and (ii) kept clean of any malware, viruses, spyware, worms, Trojans, or anything that is designed to perform malicious, hostile and/or intrusive operations. We reserve the right to remove any device from our networks that poses a threat to our networks or users until the threat is remediated; and

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- you grant us permission to use your name, trademark and/or logo to identify you as a Member of WeWork, alongside those of other Members, on a public-facing “Membership” display on our www.wework.com website. You acknowledge that we may, from time to time, use your name, trademark and/or logo incidentally and/or in passing in connection with promotion of our and our partners’ businesses, products and services during and after the Term. To the extent (i) any such use is objectionable to you, (ii) you notify us of your objections in writing and (iii) provided that we work promptly and in good faith to remove or minimize to the extent reasonably possible under the circumstances the effect of the objected-to conduct, you hereby waive any claims or damages against us relating to such use.

**(b) 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 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 WeWork community, either in person or on the WeWork 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 “WeWork” 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;

- use the Office Space in a “retail,” “medical,” or other nature involving frequent visits by members of the public;
- make any copies of any keys, keycards 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
- install any locks to access the Office Space or anywhere within the Premises, 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.

You are responsible for ensuring your Members comply with all House Rules.

## 7. ADDITIONAL AGREEMENTS

**(a) 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.

**(b) 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 Premises and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the “WeWork Parties”) resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet.



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(c) **Limitation of Liability.** The aggregate monetary liability of any of the WeWork 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 Agreement in the twelve (12) months prior to the claim arising. None of the WeWork 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 WeWork 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.

(d) **Indemnification.** You will indemnify the WeWork Parties from and against any and all 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 Premises. You shall not make any settlement that requires a materially adverse act or admission by us or imposes any obligation upon any of the WeWork Parties without our written consent. None of the WeWork Parties shall be liable for any settlement made without its prior written consent.

(e) **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 Premises, in form and amount appropriate to your business. You will ensure that WeWork and the landlord of the applicable Premises 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 WeWork and the landlord of the applicable premises. You shall provide proof of insurance upon our request.

(f) **Pets.** If the Office Space is in Premises 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 Premises, we may require this Member to produce proof of vaccination for such pet in a form satisfactory to us. All pets should remain inside the Office Space unless accompanied by a Member. If any of your Members brings a pet into the Premises, you will be responsible for any injury or damage caused by this pet to other members or guests or to the property of WeWork or any employees, members or guests. None of the WeWork Parties 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.

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

## 8. ARBITRATION AND CLASS ACTION WAIVER

(a) **Governing Law.** This Agreement and the transactions contemplated hereby shall be governed by and construed under the law of the State of New York, U.S.A. and the United States 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 New York's or any other implementation of the Uniform Computer Information Transactions Act.

(b) **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 Agreement, or at law, or the breach, termination or invalidity of this Agreement, that cannot be settled amicably by agreement of the parties to this Agreement shall be finally settled in accordance with the arbitration rules of JAMS then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be New York, New York, U.S.A.

(c) **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. This Agreement shall be interpreted and construed in the English language, which is the language of the official text of this Agreement.

(d) **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 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

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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.

## 9. MISCELLANEOUS

### (a) **Nature of the Agreement; Relationship of the Parties.**

Your agreement with us is the commercial equivalent of an agreement for accommodation in a hotel. The whole of the Office Space remains our property and in our possession and control. We are giving you the right to share with us the use of the Office Space so that we can provide the Services to you. Notwithstanding anything in this Agreement to the contrary, you and we agree that our relationship is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as to grant you or any Member any title, easement, lien, possession or related rights in our business, the Premises, the Office Space or anything contained in or on the Premises or Office Space. This Agreement creates no tenancy interest, leasehold estate, or other real property interest. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Neither party will in any way misrepresent our relationship.

(b) **Updates to the Agreement.** Changes to membership and overage fees, will be governed by Section 4(b) and 4(d) of this Agreement, respectively, and changes to the House Rules will be governed by Section 6(a) of this Agreement. With respect to other sections of this Agreement, we may from time to time update this Agreement and will provide notice to you of these updates. You will be deemed to have accepted the new terms of the Agreement following the completion of one (1) full calendar month 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.

(c) **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.

(d) **Subordination.** This Agreement is subject and subordinate to our lease with our landlord of the Premises 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 any sublease or other similar relationship involving an interest in real property.

(e) **Extraordinary Events.** WeWork will not be liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by

this Agreement as a result of any causes or conditions that are beyond WeWork's reasonable control, including without limitation (i) any delays or changes in construction of, or WeWork's ability to procure any space in, any Premises, and (ii) any delays or failure to perform caused by conditions under the control of our landlord at the applicable Premises.

(f) **Severable Provisions.** Each provision of this Agreement shall be considered separable. To the extent that any provision of this Agreement is prohibited, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law.

(g) **Survival.** Sections 1, 2(c), 4 (to the extent any payments remain outstanding), 5(c), 5(e), 5(f), 6(b), 7(a) through 7(e), 7(g), 8, and 9 and all other provisions of this Agreement reasonably expected to survive the termination or expiration of this Agreement will do so.

(h) **Notices.** Any and all notices under this 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 Details form, except as otherwise provided in this Agreement. WeWork may send notices to either (or both) the Primary Member or the Authorized Signatory, as WeWork determines in its reasonable discretion. Notices related to the physical Office Space, Premises, Members, other Member Companies or other issues in the Premises should be sent by the Primary Member. Notices related to this Agreement or the business relationship between you and WeWork 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.

(i) **Headings; Interpretation.** The headings in this Agreement are for convenience only and are not to be used to interpret or construe any provision of the Agreement. Any use of "including," "for example" or "such as" in this Agreement shall be read as being followed by "without limitation" where appropriate.

(j) **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 Agreement (including by operation of law) without our prior consent. We may assign this Agreement without your consent.

(k) **OFAC.** You hereby represent and warrant that (i) neither 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 and neither you nor any of your Members will, at any time during the

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Term, engage in any activity under this Agreement, including the use of Services provided by WeWork in connection with this Agreement, that violates applicable U.S. economic sanctions laws or causes WeWork to be in violation of such U.S. economic sanctions laws.

(l) **Entire Agreement.** This Agreement, including the Membership Details form, constitutes the entire agreement between the parties relating to the subject matter hereof and shall not be changed in any manner except by a writing executed by both parties or as otherwise permitted herein. All prior agreements and understandings between the parties regarding the matters described herein have merged into this Agreement.