MEMBERSHIP AGREEMENT

CONTACT INFORMATION

NOTES: Represented by Upsuite.

Company Name:	
Primary Member's Name:	Email:
Telephone:	Date of Birth or EIN:
MEMBERSHIP DETAILS	
Start Date: 12/1/19	
Pay Date: 11/6/19 – Deposit Due	Setup Fee: N/A
Payment Method: Credit Card or Wire Transfer	Parking Fees (if applicable): N/A
Discount: Free until January 1, 2020	Commitment Term: 12 months
Mailing Address:	Automatic Month-to-Month Renewal Upon Term Expiration: Yes
Office Location:	Membership Type: Private Office
Office Number: #356/357	Number of Authorized Users: 12
Membership Fee: \$6,524/month January & February \$7,249/month March – November 2020	Agreement Deposit: \$10,873.50 (equal to 1.5 monthly fee)

SIGNATURE

This Agreement, including the Terms and Conditions and Membership Details form, and any applicable 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 Addendum in this Membership Agreement.



TERMS OF USE

Definitions

● "Us" o	or " means " means " " means " " means " " " " " " " " " " " " " " " " " " "	or its assignee.
"You"	or "Member" means the company listed on the Membership Form	
"Premi	ises" means any office space at which the Service	es are
provid	ed, including that listed on the Membership Form.	
"Fellow	w Member" means any entity or individual which is a member of	,
but is ı	not the Member.	
 "TOU" 	means these Terms of Use.	
	bership Agreement" means the membership agreement consisting	
	embership Form, the Community and Facility Rules and the Interne	
	prized User" means each person you authorize on your User List a	s being allowed
	eive the Services (defined below)	
1.	Acceptance of Terms. agrees to provide you t	
	w) subject to the terms of this Membership Agreement.	
	odify and/or update the TOU, Community and Facility Rules and the state of the community and Facility Rules and the state of the state	
•	ne to time. If changes the TOU or the Community	
the modification	post the modification on our website or otherwise and provide yo	u with hotice of
the modification	OII.	
2.	Description of Services.	h exclusive
access to office	ce space, non-exclusive access to office space, work stations, int	
	wireless), office equipment, conference space, knowledge resource	
services as	may offer from time to time pursuant to the terms of	
membership p	olan indicated on the Membership Form (collectively, "Services").	The Services
and the Memb	bership Agreement are personal to you and may not be assigned t	o, transferred
to or shared w	vith any other party.	
3.	Depresentations and Marranties Vou bareby represent and w	arrant that val
_	Representations and Warranties . You hereby represent and waste legal power and authority to enter into the Membership Agree	
	Signatory has the authority to bind you to this Membership Agree	
your morribor	Signatory has the dutility to bind you to this Membership Agree	
4.	Use of Services.	

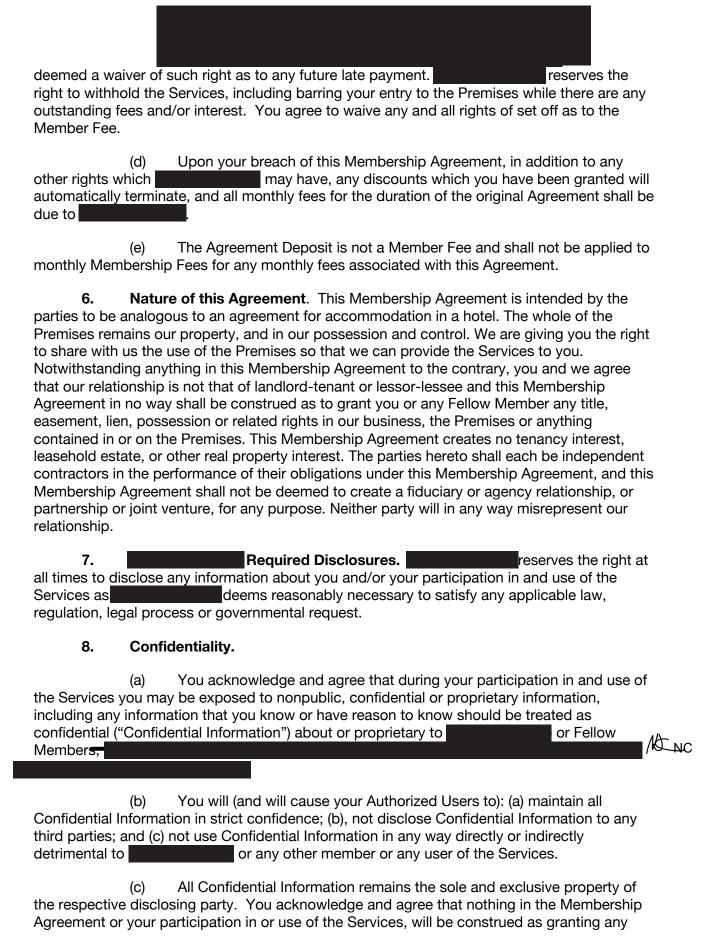
foregoing, you agree that when on the Premises or using the Services, you (including your Authorized Users) will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; use any material or information in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party; create a false identity for the purpose of misleading others; obstruct any access to the Premises; create any circumstances of disrepair or damage any property or the Premises; bring any pets onto the Premises (unless permitted by law); disrupt, cause a nuisance to or interfere with any Fellow Members or Fellow Members'

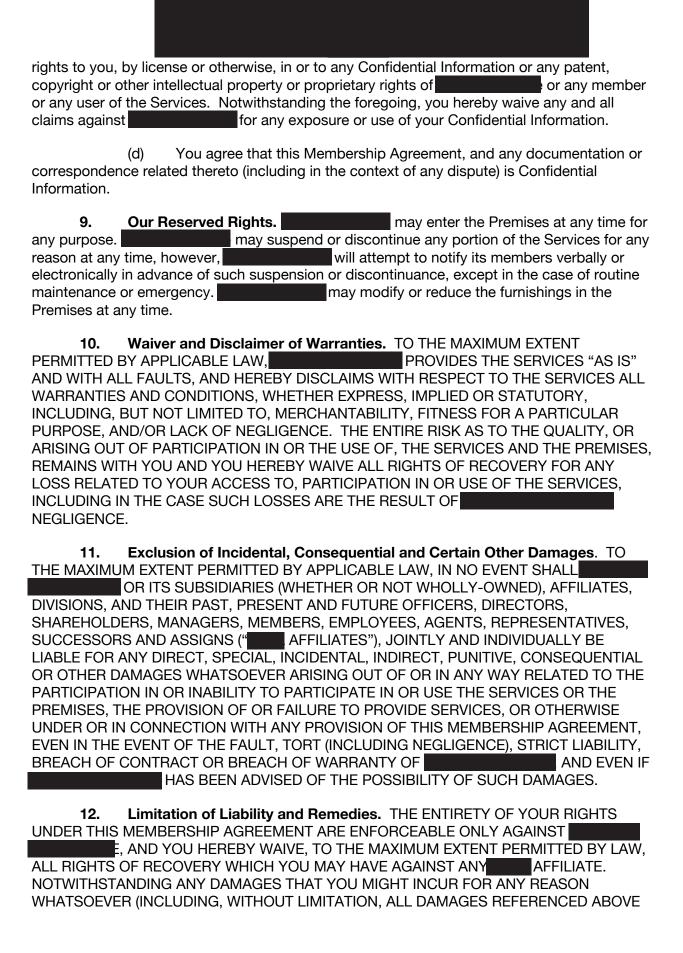
relevant laws and regulations in your use of the Services at all times. Without limiting the

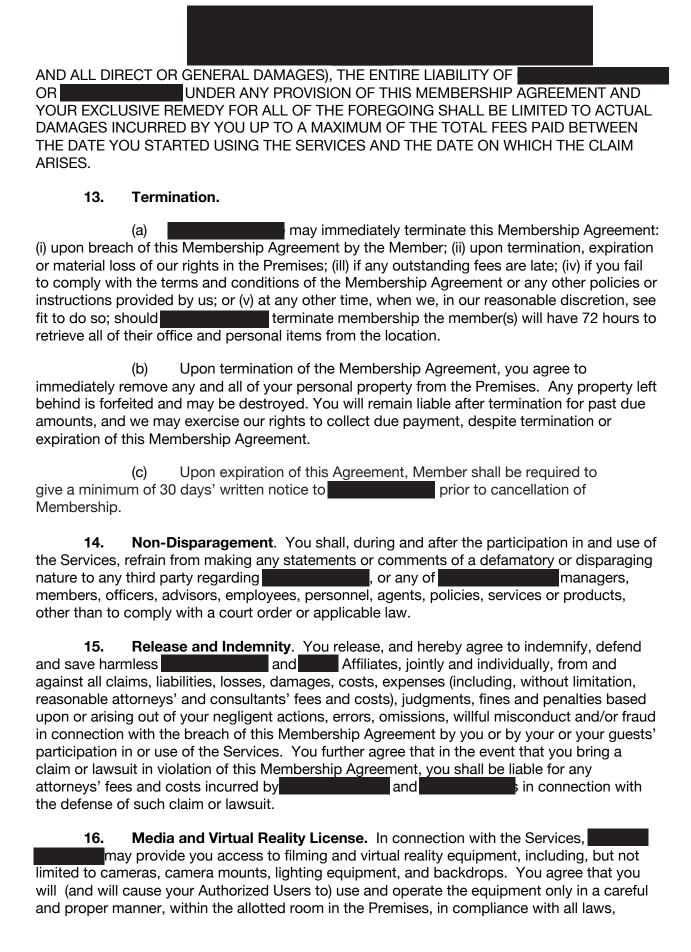
You will (and will cause your Authorized Users to) comply with all

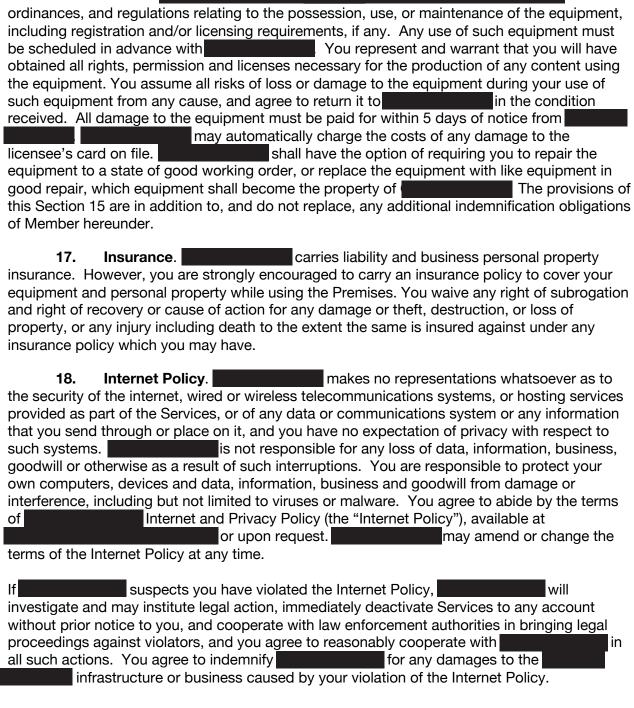
access to the Services; or otherwise violate this Membership Agreement, including the Community and Facility Rules.

(b) If you have been assigned an office in the Building,	
reserves the right to relocate you to a different office, offices or desks at any time, in the event NC	
of a natural disaster, building defects, or any other occurrences deemed to protect a least the second of the control of the c	
member, staff, or client. If we are moved for any of the above circumstances, the relocation premises need to meet specific criteria that are required by our regulatory agency for statutory compliance.	e.
(c) You may designate a certain number of individuals (which number is indicated on the Membership Form) to use, access, and/or receive the Services in accordance with this Membership Agreement. All Authorized Users must be designated in writing to prior to being entitled to the Services. You may replace an Authorized User at any time by causing the Member Contact to send an email to which email must include the name(s) and email address(es) of the departing and new Authorized User(s) and the effective date of the change. The changes will not take effect until confirms in writing that it has accepted and applied the change. An Authorized User will no longer be allowed access to the Services upon the earlier of (1) the termination or expiration of this Membership Agreement; (2) your removal or replacement of such Authorized User or (3) notification to you that such individual is terminated as an Authorized User in sole discretion, however, will endeavor not to terminate any individual as an Authorized User in sole discretion, however, will endeavor not to terminate any individual as an Authorized User in sole discretion, however, will endeavor not to terminate any individual as an Authorized User in sole discretion, however, will endeavor not to terminate any individual as an Authorized User in sole discretion, however, will endeavor not to terminate any individual as an Authorized User in sole discretion, however, will endeavor not to terminate any individual as an Authorized User in sole discretion, however, will endeavor not to terminate any individual as an Authorized User in sole discretion, however, will endeavor not to terminate any individual as an Authorized User in sole discretion, however, will endeavor not to terminate any individual as an Authorized User in sole discretion, however, will endeavor not to terminate any individual as an Authorized User in sole discretion, however, will endeavor not to terminate any individual as an Authorized User in sole discretion.	æ.
to provide to the contact or other information about such individual.	
5. Payment Terms.	
(a) Upon submitting a signed and completed Membership Agreement, and Agreement Deposit, you will deliver to us the monthly fee contained in your Membership Agreement (the "Member Fee") for the first month without demand, prorated as of the number of days remaining in such month. Afterward, you will pay the Member Fee monthly, in advance, on the first day of the month. Should the Member not fulfill their obligations per this Agreement, including paying the first monthly fee within seven business days of the first Pay Date listed in this Agreement, the Agreement Deposit shall be forfeited.	
(b) You agree to pay the monthly fee via an Automated Clearing House (ACH) debit transaction, other preauthorized electronic fund transfer, or major credit card. You are responsible for paying any fees of your financial institution associated with the preauthorized payment.	
(c) reserves the right to terminate the Membership Agreement and cease all Services in the event of a late payment, including any payment which is late due to insufficient funds. In the event that does not exercise this right, you shall pay a late fee of 10% on all overdue balances and the Agreement Deposit shall be forfeited.	









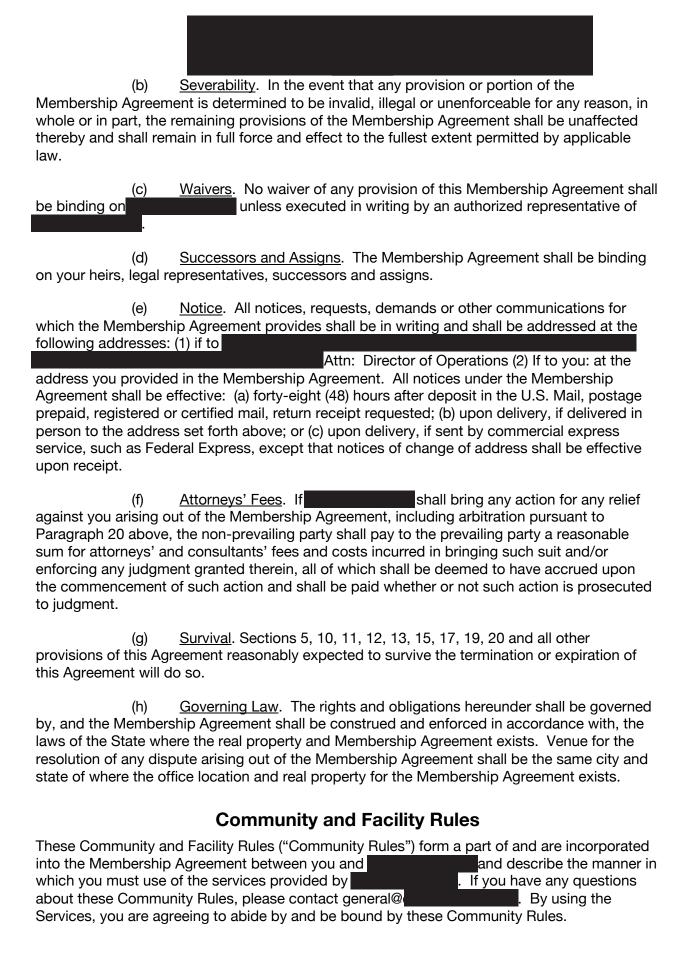
19. Privacy Policy. We may collect, process and/or use personal data about you in a variety of ways, including personal data that may be provided by you upon execution of this Agreement or during your or the Members' membership, and information that may be gathered from our security cameras located on the premises. We may collect, process, use, store and transfer personal data in accordance with applicable laws, for various purposes including facilitating the Services, perform accounting and administrative tasks, internal review and audit, compliance with obligations under applicable laws and regulations, to enforce or manage legal claims and otherwise in accordance with the Internet Policy. For the purposes stated above, we may transfer the personal data collected by us and make it available to our personnel,

advisors, professionals, subcontractors, independent consultants, external third party services providers and our affiliates.

- **20. Mediation and Arbitration of Disputes.** If a dispute arises between us that we cannot resolve between ourselves, the alternative dispute resolution process of this paragraph will apply. You and we shall maintain confidential the entry into, contents of or result of any alternative dispute resolution, unless required by law.
- (a) Mandatory Mediation. You and we agree that any and all disputes, claims or controversies arising out of or relating to the Membership Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to Section 20(b) below. If, for any dispute, claim or controversy to which this Section 20(a) applies, any party (i) commences an action without first attempting to resolve the matter through mediation before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action. We will cooperate with one another and with JAMS in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. You and we agree to participate in the mediation in good faith and to share equally in its costs.
- (b) Arbitration. Any dispute, claim or controversy arising out of or relating to this Membership Agreement or the breach, termination, enforcement, interpretation or validity hereof, including the determination of the scope or applicability of this Membership Agreement to arbitrate, shall be determined by arbitration in the same city where the real property and Membership Agreement exists, before one arbitrator who is (i) a retired judge from the Superior Court of the State where the real property and office location exists, and named County where the real property and Membership Agreement office location exists; or (ii) an attorney with at least ten (10) years of active practice in relevant areas of law. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the arbitration award ("Award") may be entered in any court having jurisdiction. Nothing in this Section 20(b) shall preclude from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
- (c) <u>No Class Actions</u>. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. You agree that you will not bring, participate in or instigate any class arbitration, class action, private attorney general action or consolidation with other arbitrations in connection with any matter arising out of or touching on this Membership Agreement, your membership in or your use of the Premises.

21. Miscellaneous.

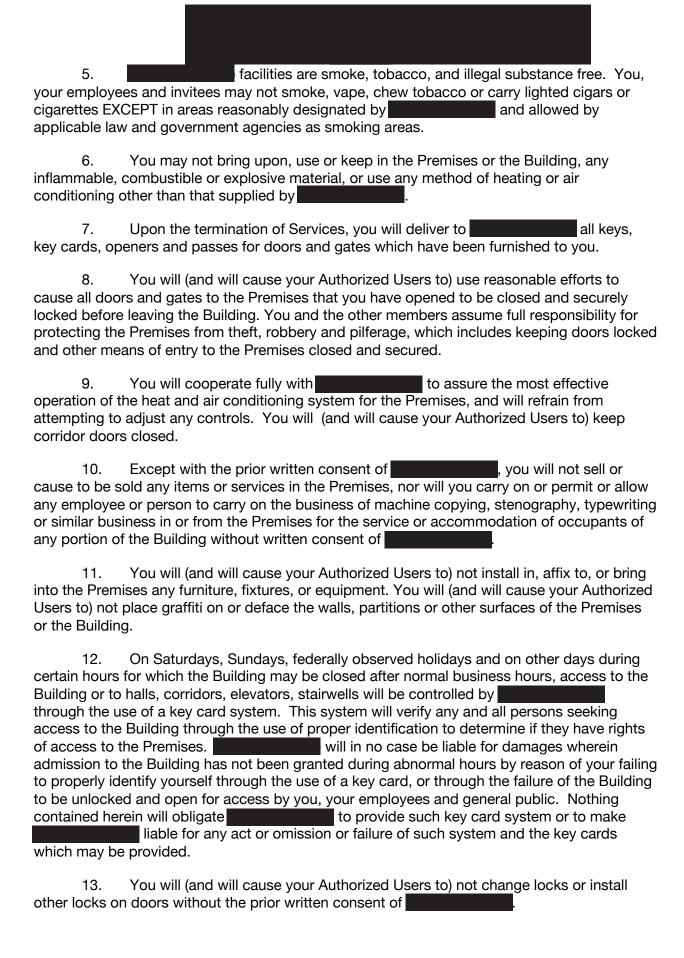
(a) <u>Entire Agreement</u>. The Membership Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and therein, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.



I. Collaboration, Sharing and Mutual Respect. A major benefit of
membership is access to your fellow members. We absolutely encourage members to make connections, collaborate on projects, share ideas, provide advice, and generally make great stuff happen. However, members may NOT spend a large part of their time at the Premises directly soliciting other members and this could result in cancellation of your membership were it to continue after you were cautioned. It is fundamentally a place to work. While we want our community to be open, fun, energizing, and collaborative, we also want it to be professional, and the interest thereof, all members, guests and other users of the Services must abide by the following rules and requirements:
1. Every person using Services must be a paid member. Exceptions are limited to: (a) Day Pass holders; (b) non-members who may use when they are meeting members at the Premises for business-related meetings; and (c) non-member attendees of special events in the Premises. Members are accountable for the conduct of their guests. Members must immediately notify of any additional usage of the Services beyond that designated in their current Membership Agreement. The reserves the right to refuse access to any persons, including Members, that I are good faith judges to be a threat to the safety, reputation, or property of the Premises and its occupants.
2. key cards can be obtained only from cost, and are NOT transferable. You are not authorized to copy or to give or "loan" your key card to anyone else for any reason. may cancel your membership if we discover that you have violated this rule. may require deposits for such key cards, which deposits will not be held in an interest-bearing account.
3. Please keep the kitchen area clean. Please wash, dry, or place in the dishwasher your cups, glasses and dishes. Please take care of your guests' items as well.
4. Please label and date all food and beverages you put in the refrigerator. reserves the right to throw anything in the refrigerator away that should be thrown out, in our judgment.
5. If you drink the last cup of coffee, please make a new pot as a courtesy to others.
6. Discrimination toward and harassment of others are prohibited in the Premises. has a zero-tolerance policy for any remarks or behavior that fails to respect the dignity and feelings of any individual in or from the Premises. We recommend that all employees of all member companies take a class on the problem of workplace harassment.
7. You agree to keep your workspace clean and orderly and to remove all trash, packaging and boxes from your workspace or common space frequently.
8. Your membership in affords you access to conference rooms and private phone booths. Please note the following regarding conference rooms and phone

booths:

- 9. has a limited number of conference rooms and to ensure that rooms are always available members must book conference rooms prior to use using the scheduling software provided by There is no drop-in use of conference rooms. Phone booths are available on a first come first serve basis and have a limit of 30 min per use. You may not re-sell or donate your conference room time to any non-member or 10. to groups having non-members. Please clean up after using a conference room. If you re-arrange the furniture in the conference room, please return it to the original set-up when you're finished. Please erase the white boards after use. If you want to hold an event at a facility, please talk to the staff to discuss scheduling, quest policy, insurance requirements, and fees if applicable. is a 24/7 facility for members. Members are expected to be mindful of security at the Premises and of the safety of others at all times. You are welcome to proudly display your company name on a single, removable sign as long as your signage does not damage walls in the Premises or others' property. Your sign may be no larger than one square foot or the equivalent area. You may not use the name of 15. our phone number or email address, the name of the Building or any picture of the Building in connection with, or in promoting or advertising your business or any endorsement of or testimonial with respect to your business without the prior written consent of . You may, however, use the address of the Building as the address of your business. In the unlikely event that waives any Community Rule as to you or any particular member, such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to you or any other member. II. Rules of the Premises. leases its space from a landlord, and in order to continued compliance with its lease, members and guests must abide by the following rules and regulations regarding the Premises. You may not place anything, or allow anything to be placed where it may, in judgment, appear unsightly from the outside of the building in which the Premises are located ("Building").
- 2. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed or used for any purposes other than for ingress to and egress from the Premises.
- 3. You agree to use the Premises so as not to necessitate any unnecessary janitorial labor or services and will throw all waste in appropriate receptacles.
- 4. You cannot cook in the Premises (excepting use of the coffee maker and microwave) and cannot sleep in or otherwise use the Premises for lodging.



4.4	No. will (and will a superconduction of the size of the
use any toilet of any accider	You will (and will cause your Authorized Users to) not damage or inappropriately rooms, plumbing or other utilities. You will give prompt notice to at or damage to or defects in electrical, plumbing, mechanical, telecom, heating, d air conditioning, or other systems or apparatus known to you so the same may or properly.
behalf that are addressed to agrees to hold	As a courtesy to Members, will accept packages on Member's edelivered in Member's absence to the Premises. Member hereby authorizes representatives to accept on Member's behalf any packages that are Member and delivered to the Business Office due to Member's absence, and and such representatives harmless for signing for receipt of s and for any loss of or damage to the packages.
Users to) not b	You will not make or permit any noise or odors that annoy or interfere with other ersons having business in the Premises. You will (and will cause your Authorized bring anything in or around the Premises or Building that is excessively heavy or accessive vibration in any part of the Building.
_	Neither you nor your Authorized Users will keep animals or birds in the Premises orcycles, motor scooters, mopeds, bicycles, scooters, skateboards or other sportation into areas not designated for them.
18. performed in t	You will not employ any service or contractor for services or work to be he Building, except as approved by
19.	You, your employees and invitees may not go on the roof of the Building.
•	You will (and will cause your Authorized Users to) comply with all safety, fire devacuation regulations established by the owner of the yapplicable government agencies.
time. In the ev	parking at or near the Premises, which parking access may be revoked at any
limited to trucl	Parking areas will be used only for parking by vehicles no longer than full size, comobiles and for no other purpose. No storage of any items including but not ks, trailers, shipping/storage containers, boxes and pallets will be permitted in king areas or the Common Areas of the project in which the Building is located.
	You will not permit or allow any vehicles that belong to or are controlled by you yees, suppliers, clients, customers, visitors or invitees to be loaded, unloaded, or is other than those designated by for such activities.
3. and will be ret Membership A reasonably es	Agreement or parking privileges. You will pay such replacement charge as is

- 4. reserves the right to relocate all or a part of parking spaces within the parking area of the Building.
- 5. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
- 6. Unless otherwise instructed, every person using the parking area is required to park and lock his/her own vehicle. Neither nor the owner of the Building will be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
- 7. The maintenance, washing, waxing or cleaning of vehicles or other modes of transportation in the parking areas or Common Areas is prohibited.
- 8. You will be responsible for seeing that all of your Authorized Users, employees, agents and invitees comply with this Membership Agreement, and the applicable parking rules, regulations, laws and agreements.
- 9. The Building owner reserves the right to modify these rules and/or to adopt such other reasonable rules and regulations as it may from time to time deem necessary for the proper operation of the Building and/or the parking area. You agree to abide by all such existing, modified and new rules and regulations.
- 10. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or will be created hereby.