



Terms and Conditions

For

KOZMIK WORKSPACE

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TERMS & CONDITIONS

1. Terminology

“Agreement” means, collectively, these Terms & Conditions (the “Terms and Conditions”), the attached AFFILIATION Details Form cover page(s) (the “AFFILIATION Details Form”), and any other attachments, exhibits, and/or supplements.

“Authorised Signatory” means an individual authorised to legally bind your company.

“Capacity” means the maximum number of Memberships allotted to your Office Space as set forth in the Membership Details Form.

“Commitment Term” means the period of time from the Start Date to the last day of the period set forth on the Membership Details Form under “Commitment Term” with respect to each Individual Office Number, and which may be extended upon mutual agreement of the parties.

“Individual Office Number” means each individual office number and/or workspace location as may be specified in the Membership Details Form. If the symbol “Ø” is included on the Membership Details Form, we will provide the Individual Office Number(s) for the agreed upon Capacity prior to the Start Date.

“Landlord” means our landlord(s) at the Main Premises.

“Lease” means our lease with our Landlord at the Main Premises.

“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 to receive the Services (defined below) (each Member granted a “Membership”).

“Member Company” or “you” means the company, entity, or individual entering into this Agreement as listed in the Membership Details Form.

“Dedicated Desk Membership”, member is allocated an available fixed desk in the work space that is only for their use while their membership is valid and paid up. This desk can only be used by the member but is subject to change by KOZMIK without notice.

“Hot Desk Membership”, member can use a vacant unallocated desk within the work space while their membership is valid and paid up. This desk can be subject to change by KOZMIK without notice.

“Office Space” means the actual office workspace corresponding to the Individual Office Number(s), taken together.

“Premises” means a building or portion of a building in which KOZMIK Work Space offers offices, workstations, other workspaces, and/or other services to Members.

“Primary Member” means the primary in-Premises Member contact for KOZMIK Work Space.

“Regular Business Days” are all weekdays, except local bank/government holidays.

“Regular Business Hours” are generally from 9:00 a.m. to 6:00 p.m. on Regular Business Days.

“Set-Up Fee” means the fee you will be charged for each individual Membership included in the Capacity of your Office Space; you are obligated to pay the Set-Up Fee for each Individual Office that you occupy, including such Set-Up Fees as may be due upon transfer, including upgrade or downgrade (i.e. transferring to an Office Space with a higher or lower Capacity), of Office Space.

“Start Date” means the date set forth in the Membership Details Form upon which the Services will begin being provided with respect to each Individual Office Number.

“KOZMIK Work Space,” “we” or “us” means the KOZMIK Work Space entity you are contracting with.

“KOZMIK Work Space Member Network” means the KOZMIK Work Space members-only online community accessed through the internet or our mobile app.

2. THE BENEFITS OF MEMBERSHIP

a. Services. Subject to the terms and conditions of this Agreement, and any other policies we make available to you with prior notice from time to time, during the Term (defined below), KOZMIK Work Space 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.”

- i. Non-exclusive access to and use of the Office Space.
- ii. Regular maintenance of the Office Space.
- iii. Furnishings for the Office Space of the quality and in the quantity typically provided to other member companies with similar office space,

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workstations, and/or other workspace, as applicable, in the Premises.

- iv. Access to and use of the KOZMIK Work S p a c e Member Network in accordance with the terms of services available on our website.
- v. Access to and use of the shared Internet connection in accordance with the terms of services available on our website.
- vi. Use of the printers, copiers and/or scanners available to our members and member companies, in accordance with the terms described herein.
- vii. Use of the conference rooms in your Main Premises and use of conference rooms in any other KOZMIK Work S p a c e Premises during Regular Business Hours, in each case subject to availability and your prior reservation of such conference rooms, in accordance with the terms described herein.
- viii. Heat and air-conditioning in the Office Space during Regular Business Hours.
- ix. Electricity for reasonably acceptable office use.
- x. Use of kitchens and beverages made available to our members and member companies.
- xi. Acceptance of mail and deliveries on behalf of your business during Regular Business.
- xii. Opportunity to participate in members-only events, benefits and promotions.

Other services may be provided for an additional fee, such as car parking space, phone service, and IT services, subject to availability at the Main Premises and any additional terms and expenses applicable to those services.

- b. **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 furnishings contained in your Office Space. We reserve the right to alter or relocate 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.
- c. **Office Space Not Timely Available.** If we are unable to make the Office Space available by the

Start Date, we will not be subject to any liability related to such inability, nor will such inability affect the enforceability of this Agreement. This Agreement shall remain in full force and effect, provided that: (i) the failure to provide access to the Office Space does not last longer than two (2) months **and** (ii) at our sole discretion we will either (x) provide you with alternate office space (which may or may not be within a KOZMIK Work S p a c e building) with reasonably comparable Capacity during such period and charge your Membership Fee **or** (y) not charge you the Membership Fee during the period the Office Space is not available to you. Following the two (2) month period set forth in (i) above, you shall have the ability to terminate this Agreement upon seven (7) days' prior notice to us. If we do provide you alternate office space as described in clause (x) above, during the period we provide you with such alternate office space, the individuals named as Members shall be deemed to be Members and otherwise shall be fully subject to the terms of this Agreement. Notwithstanding anything in this paragraph to the contrary, if the delay in providing the Office Space is due to your actions or inactions or due to changes in or work to the Office Space requested by you, we will not be subject to any liability related to such delay nor will such delay affect the validity of this Agreement and we shall have no obligations to provide you with the benefits described in subsections (x) and (y) of this paragraph and you shall not be entitled to terminate this Agreement and shall be liable for the payment of the Membership Fees from the Start Date.

- d. **Access Prior to Start Date.** If we, in our sole discretion, provide you with access to your Office Space for any period of time prior to your Start Date (a "Soft Open Period"), during any such Soft Open Period you and your Members shall be fully subject to the terms of this Agreement, regardless of whether we choose to charge you the Membership Fee during any such Soft Open Period.

3. YOUR MEMBERS

- a. **Member List.** You are responsible for maintaining the accuracy of your list of Members on the KOZMIK Work S p a c e Member Network (your "Member List"). Only those individuals included on the Member List will be deemed to be "Members" and entitled to receive the Services described in this Agreement. To the extent permitted by law, all of your Members shall be required to provide valid government issued identification in order to be issued an activated key card to access the Premises. If the number of Members or other individuals regularly using your Office Space exceeds the Capacity, you will be required to pay the then current additional fee as set forth on our website. In

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no event will the number of Members exceed 1.5 times the Capacity, regardless of additional fees paid; however affiliated members with other active memberships offered by KOZMIK Work Space such as KOZMIK Membership, Hot Desk, and/or separate Dedicated Desk Memberships using desks outside of the Office Space will not count towards this limit. 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, KOZMIK Work Space will create a profile for such Member on the KOZMIK Work Space Member Network. Such profile will be viewable by us, our employees and agents, and other members. The created profile will include only the Member's name and the Member Company; any additional information, including a photograph, shall be added solely as determined by you or your Members.

- b. Changes to or Removal of Primary Member or Authorised Signatory.** An Authorised Signatory generally has the sole authority to make changes to or terminate this Agreement. A Primary Member will generally serve as KOZMIK Work Space's primary contact regarding matters that involve your Members, the physical Office Space or the Premises. If no Authorised Signatory other than the Primary Member is designated by you on the Membership Details Form, the Primary Member will serve as the Authorised Signatory. We will be entitled to rely on communications to or from the Authorised Signatory or Primary Member as notice to or from the applicable Member Company. However, a legal representative of the applicable Member Company ("Legal Representative") will have the authority to override the request of an Authorised Signatory or Primary Member, as applicable, provided that we receive such a request within 24 hours following such Authorised Signatory's or Primary Member's request. We will be entitled to request reasonable documentation to confirm that an individual claiming to be a Legal Representative truly is one and to exercise our discretion in determining whether a particular position constitutes a "Legal Representative." A Legal Representative will also have the authority to remove or replace the individual serving as the Authorised Signatory and/or Primary Member. Unless we receive instructions from the Authorised Signatory or Legal Representative, 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) the Service Retainer and (ii) the Set-Up Fee.
- b. Membership Fee.** During the Term (defined below) of this Agreement, your Membership Fee will be due monthly and in advance as of the first (1st) day of each month. You are obligated to make payment of all Membership Fees owed throughout the Commitment Term and this obligation is absolute notwithstanding any early termination of the Agreement by you ("Membership Fee Obligations"). You agree to pay promptly: (i) all sales, use, excise, value added, and any other taxes which you are required to pay to any other governmental authority (and, at our request, will provide to us evidence of such payment) and (ii) all sales, use, excise, value added and any other taxes attributable to your Membership as shown on your invoice. 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 our website.

On each anniversary of the Start Date (including during any Commitment Term) the Membership Fee will be subject to an automatic three and a half percent (3.5%) increase over the then current Membership Fee. Following any Commitment Term, we reserve the right to further increase or decrease the Membership Fee at our sole discretion upon thirty (30) days' prior notice to you in advance of and in accordance with the Termination Notice Period described below in Section 5(d).

- c. Invoices; Financial Information.** KOZMIK Work Space will send or otherwise provide invoices and other billing-related documents, information and notices to the Primary Member, or, if a Billing Contact is indicated on the Membership Details Form, the Billing Contact. Change of the Billing Contact will require notice from the Authorised Signatory in accordance with this Agreement.
- d. Credits; Overage Fees.** Each month, you will receive a certain number of credits for conference room use and a certain number of credits for color and black and white copies and printouts, 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

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on our website. All overage fees are subject to increase from time to time at our sole discretion.

- e. **Late Fees.** If payment for the Membership Fee or any other accrued and outstanding fee is not made by the tenth (10th) 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 our website. All late fees are subject to increase from time to time at our sole discretion.
- f. **Form of Payment.** We accept payment of all amounts specified in this Agreement solely by the methods we communicate to you during the sign-up process or from time to time during the term of this Agreement. You are required to inform us promptly of any changes to your payment information. Changing your payment method may result in a change in the amount required under this Agreement to be held as the Service Retainer.
- g. **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 (including any outstanding late fees) 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 Agreement in accordance with Section 5.
- h. **No Refunds.** Except as otherwise provided for herein, there are no refunds of any fees or other amounts paid by you or your Members in connection with the Services.
- i. **Business Rates.** KOZMIK Work S p a c e agrees to pay all business rate bills on behalf of the Member Company that arise in connection with this agreement and the costs of any such business rate charges shall be included within the Member Company's Membership Fee) and therefore the Member Company authorises the relevant billing authority to issue rate demands and all correspondences care of KOZMIK Work S p a c e and issued to our rating agent, Colliers International, and agrees to enter into any relevant authorisation or additional documentation as may be required for such purposes. The Member Company authorises Colliers International to manage all business rate accounts on behalf of the Member Company and the Member Company will upon request sign a separate letter of authority to confirm this.

5. TERM AND 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, Set-Up Fee and first month's Membership Fee has been received by us or (ii) the Start Date. If the Start Date is a Regular Business Day, you will be entitled to move into the Office Space no earlier than 11:00 on 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"), subject to the Termination Notice Periods (defined below). 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) full calendar month after the Start Date. This Agreement will continue until terminated in accordance with this Agreement.
- b. **Move In / Move Out.** If the Start Date is a Regular Business Day, you will be entitled to move into the Office Space no earlier than 11:00 a.m. on the Start Date, provided you have complied with the payment obligations described in Section 5(a). If the Start Date is not a Regular Business Day, you will be entitled to move into the Office Space no earlier than 11:00 a.m. on the first Regular Business Day after the Start Date. On the last Regular Business Day of the Termination Effective Month (defined below), you must vacate the Office Space by no later than 4:00 p.m.
- c. **Termination Prior to Start Date by You.** In addition to any other remedies we may pursue, terminating this Agreement prior to the Start Date will result in the immediate forfeiture of the Set-Up Fee and Service Retainer as well as any amounts expended by KOZMIK Work S p a c e at your request to prepare the Office Space for your use. You remain obligated to pay such amounts in the event you have not paid any portion thereof at the time of the termination.
- d. **Termination by You.** You may terminate this Agreement by providing written notice to us prior to the month in which you intend to terminate this Agreement ("Termination Effective Month") in accordance with the notice periods set forth in the chart below (the "Termination Notice Period(s)"). The applicable Termination Notice Period shall be determined by the Commitment Term and Capacity for the relevant Individual Office Number, as depicted in the chart below, and as displayed on the

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Membership Details Form. The Termination Notice Periods shall apply to any termination by you during the Term. After receiving such notice, we will deliver to you the KOZMIK Work Space Exit Form ("Exit Form"), which you must complete and submit to us. The termination will be effective on the later of the last Regular Business Day of the Termination Effective Month and the expiration of the Commitment Term. **No termination by you shall be effective during the Commitment Term, (except pursuant to Section 2(c)) and termination by you during the Commitment Term is a breach of this Agreement. Downgrade of the Office Space (i.e. transferring to an office space with a lower Capacity) is also not permitted during the Commitment Term. If you terminate this Agreement prior to the end of the Commitment Term (or during any relevant Termination Notice Period), your Membership Fee Obligations shall become immediately due. In addition to any rights, claims and remedies we choose to pursue in our discretion, your Service Retainer shall be forfeited immediately as a result of your breach. Notice must be provided during Regular Business Hours.** The Exit Form needs to be completely filled out and signed by the Authorised Signatory; **however, please note that the termination of your Agreement on the last Regular Business Day of the Termination Effective Month will be triggered upon your provision of written notice of termination to us, regardless of when you complete and submit the Exit Form.** You will not be entitled to pro rata 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 full month of April.

Member Company Termination Notice Periods Required:

Commitment Term	Capacity		
	0 - 24	25 - 74	75 +
1 - 11 months	1 month	2 months	3 months
12 - 23 months	2 months	3 months	6 months
24 + months	3 months	6 months	6 months

- **Example:** If the Capacity for the Office Space is between twenty-five (25) and seventy-four (74) Members, and the Commitment Term is between one (1) and eleven (11) months, the applicable Termination Notice Period would be two (2) months, and to terminate this Agreement effective the last Regular Business Day of April (provided that the Commitment Term shall have expired by such date) the last opportunity to provide notice to us would be during Regular Business Hours on the last Regular Business Day of February.

- e. **Termination or Suspension.** 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 the KOZMIK Work Space Member Network Terms of Service, our Wireless Network Terms of Service, or any other policies or instructions provided by us or applicable to you; or (v) at any other time, when we, in our sole 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.

An individual Member will no longer receive the Services and is no longer authorized to access the Main Premises or other Premises upon the earlier of (x) the termination or expiration of this Agreement; (y) your removal of such Member from the Member List or (z) our notice to you that such Member violated this Agreement. We may withhold or terminate Services of individual Members for any of the foregoing reasons; in such circumstances this Agreement will continue in full force and effect to the exclusion of the relevant Member.

- f. **Service Retainer.** The Service Retainer will be held as a retainer for performance of all your obligations under this Agreement, including the Membership Fee Obligations, 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. 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 thirty (30) days (or earlier if required by applicable law) after the later of (i) the termination or expiration of this Agreement, (ii) the

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deregistration of the address provided by us as your registered address, to the extent you have registered such an address pursuant to Section 5(h) below, and (iii) 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 Agreement, including full satisfaction of your Membership Fee Obligations and any additional obligations applicable following termination or expiration of this Agreement. The Service Retainer shall not cause or generate any interest in favor of you, and we have no obligation to hold the amounts corresponding to the Service Retainer in segregated accounts.

- g. 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 or disposal of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal. We shall have no implied obligations as a bailee or custodian, and you hereby indemnify us and agree to keep us indemnified in respect of any claims of any third parties in respect of such property. Following the termination or expiration of this Agreement, we will not forward or hold mail or other packages delivered to us.
- h. Deregistration of Registered Address.** You may not use an address provided by us as your registered address unless you have received our prior written consent. If, following the receipt of such written consent, you are using an address provided by us as your registered address, or you change your existing registered address to a registered address provided by us, upon termination or expiration of this Agreement, you shall complete the deregistration of such address with the relevant local authorities within 30 days of the date of such termination or expiration, and shall provide to us an original updated business license for our review and verification. For each whole or partial calendar month after such 30 day deadline has elapsed that you have not deregistered the registered address and provided to us proof of the same in the form of an updated business license, you agree to pay a percentage of your Membership Fee as follows: for the first whole or partial calendar month, 50%; for the second calendar month, 100%; for the third calendar month and each calendar

month thereafter, 150%. Such fees may be deducted from your Service Retainer or separately charged to you, in our sole discretion. In the event that such fees are insufficient to compensate us for our losses incurred due to your breach under this Section 5(h), we shall be entitled to recover such excess losses from you.

6. HOUSE RULES

In addition to any rules, policies and/or procedures that are specific to a Premises used by you:

a. You acknowledge and agree that:

- i. 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 shall promptly notify us and be liable for replacement fees should any such property be lost, stolen or destroyed;
- ii. you shall promptly notify us of any change to your contact and/or payment information;
- iii. we will provide notice to you of any changes to Services, fees, or other updates via email. It is your responsibility to read such emails and to ensure your Members are aware of any changes, regardless of whether we notify such Members directly;
- iv. carts, dollies and other freight items which may be made available may not be used in the passenger elevator except at our discretion;
- v. for security reasons, we may, but have no obligation to, regularly record certain areas in the Premises via video;
- vi. all of your Members are at least 18 years of age;
- vii. you shall be solely and fully responsible for ensuring that alcohol is consumed responsibly by your individual Members and that no alcohol is consumed by any of your Members or guests who is younger than the legal age for consuming alcohol in the applicable jurisdiction;
- viii. 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;
- ix. you will provide us with reasonable notice of and complete all required paperwork prior to hosting any event at the Premises;

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- x. you will be responsible for any damage to your Office Space other than normal wear and tear;
 - xi. you will be responsible for replacement fees for any item(s) provided to you by the KOZMIK Work Space community team for temporary use should any such property be lost, stolen or destroyed;
 - xii. we are not liable for any mail or packages received without a KOZMIK Work Space employee's signature indicating acceptance;
 - xiii. you may not make any structural or nonstructural alterations or installations (including, but not limited to, wall attachments, furniture, IT equipment, and/or glass paneling) in the Office Space or elsewhere in the Premises without prior approval by us. In the event that any alterations or installations are made, you shall be responsible for the full cost and expense of the alteration or installation and, prior to the termination of this Agreement, the removal of such items and the restoration necessitated by any such alterations, and we shall deduct any such costs not otherwise paid by you from the Service Retainer. In no event are you permitted to perform any of these actions. **Only a member of our facilities staff is entitled to perform an alteration, installation, removal or restoration. Reach out to a member of your community team for more information;**
 - xiv. you and your Members' computers, tablets, mobile devices and other electronic equipment must be (a) kept up-to-date with the latest software updates provided by the software vendor and (b) 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
 - xv. you consent to our non-exclusive, non-transferable use of your Member Company name and/or logo in connection with identifying you as a member company of KOZMIK Work Space, alongside those of other member companies, on a public-facing "Membership" display on our website, as well as in video and other marketing materials. You 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.
- b. No Member will:**
- i. perform any activity or cause or permit anything 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;
 - ii. use the Services, the Premises or the Office Space to conduct or pursue any illegal or offensive activities or comport themselves to the community in a similar manner; all Members shall act in a respectful manner towards other member companies and our and their employees and guests;
 - iii. misrepresent himself or herself to the KOZMIK Work Space community, either in person or on the KOZMIK Work Space Member Network;
 - iv. take, copy or use any information or intellectual property belonging to other member companies or their members or guests, including without limitation any confidential or proprietary information, 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;
 - v. take, copy or use for any purpose (a) the name "We", "KOZMIK Work Space" or any of our other business names, trademarks, service marks, logos, designs, copyrights, patents, trade secrets, trade dress, marketing material, other identifiers or other intellectual property ("Intellectual Property"); (b) any derivations, modifications or similar versions of the same; or (c) any photographs or illustrations of any portion of a Premises, for any purpose, including competitive purposes, without our prior consent, provided that during the term of this Agreement you will be able to use "KOZMIK Work Space" in plain text to accurately identify an address or office location. You acknowledge that KOZMIK Work Space owns all right, title and interest in and to its Intellectual Property. You may not file for ownership rights of any of our Intellectual Property with any governmental authority or use our Intellectual Property in any advertising, including domain names, social media handles, or any form of media invented in the future. You may not, directly or indirectly, interfere with or object to, in any manner, our ownership rights or the use of our

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Intellectual Property or engage in any conduct that is likely to cause confusion between KOZMIK Work S p a c e and yourself, without our prior consent, and this provision will survive termination of this Agreement;

- vi. film within any Premises, including within the Office Space, without completing all required paperwork and receiving express written consent from KOZMIK Work S p a c e;
- vii. use the Office Space in a retail, medical, or other capacity involving frequent visits by members of the public, as a residential or living space, or for any exclusively non-business purpose;
- viii. use our mail and deliveries services for fraudulent or unlawful purposes, and we shall not be liable for any such use;
- ix. store significant amounts of currency or other valuable goods or commodities in the Office Space that are not commonly kept in commercial offices; in the event that you do so, we will not be liable for any such loss;
- x. 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 authorised by us in advance;
- xi. install any locks to access the Office Space or anywhere within the Premises, unless authorised by us in advance;
- xii. allow any guest(s) to enter the building without registering such guest(s) and performing any additional required steps according to our policies;
- xiii. operate any equipment within the Premises that has a higher heat output or electrical consumption than in a typical personal office environment, or places excessive strain on our electrical, IT, HVAC or structural systems, with such determination to be made in our sole discretion, without our prior approval; or
- xiv. bring any weapons of any kind, or any other offensive, dangerous, hazardous, inflammable or explosive materials into the Office Space or the Premises.

You are responsible for ensuring your Members comply with all House Rules and with all rules, policies and/or procedures that are specific to a Premises used by you, and agree that in the event of any penalty or fine resulting from the breach of any such rules, policies

and/or procedures, you will be responsible for paying such penalty or fine.

7. ADDITIONAL AGREEMENTS

- a. **Information Technology.** 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, a Member may request that we troubleshoot problems a Member may have with respect to printing, accessing the network connection or other issues. If we provide such services, we will not be responsible for any damage to your equipment.
- b. **Network Connection.** KOZMIK Work S p a c e provides shared Internet access to Members via a wireless or wired network connection. For those Members wishing to implement a private wired network, KOZMIK Work S p a c e may allow you to install a firewall device for your exclusive access and use, subject to KOZMIK Work S p a c e IT approval, and you will be responsible for removal of the same. Prior to any such installation or removal, you shall coordinate with the KOZMIK Work S p a c e IT team to discuss the actual setup, appropriate time, manner and means for such installation or removal and any additional fees that may result from the request. To the extent that we incur any costs in connection with such installation or removal, which are not otherwise paid by you, we shall deduct such costs from the Service Retainer. You shall also be responsible for any monthly fees incurred relating to your private, secured wired network.
- c. **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 affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the "KOZMIK Work S p a c e Parties") and our landlords at the Premises resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet, except to the extent caused by the gross negligence, willful misconduct or fraud of the KOZMIK Work S p a c e Parties.
- d. **Limitation of Liability.** To the extent permitted by law, the aggregate monetary liability of any of the KOZMIK Work S p a c e 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 KOZMIK Work S p a c e Parties will be liable under any cause of

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action, for any indirect, special, incidental, consequential, reliance or punitive damages, or any loss of profits or business interruption. You acknowledge and agree that you may not commence any action or proceeding against any of the KOZMIK Work Space 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 KOZMIK Work Space Parties other than the KOZMIK Work Space Party you are directly contracting with hereunder and the assets of such entity for any amounts due or for the performance of any obligations in connection with this Agreement.

- e. **Indemnification.** You will indemnify the KOZMIK Work Space Parties from and against any and all claims, including third party claims, liabilities, and expenses including reasonable professional fees, resulting from any breach or alleged 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, except to the extent a claim results from the gross negligence, willful misconduct or fraud of the KOZMIK Work Space Parties. 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, including but not limited to any vendors hired by you that enter 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 KOZMIK Work Space Parties unless you have first obtained our or the relevant KOZMIK Work Space Party's written consent. None of the KOZMIK Work Space Parties shall be liable for any obligations arising out of a settlement made without its prior written consent.
- f. **Insurance.** You are responsible for maintaining, at your own expense and at all times during the Term, personal property insurance and public 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. In addition, you are responsible for maintaining, at your own expense and at all times during the Term, employer's liability insurance providing statutory benefits in accordance with the law and employer's liability in an amount appropriate to your business. You will ensure that KOZMIK Work Space and the Landlord shall each

be named as additional insureds on your public liability policy and that all insurance policies shall include a clause stating that the insurer waives all rights of recovery, under subrogation or otherwise, you may have against KOZMIK Work Space and the Landlord. You shall provide proof of insurance upon our request

- g. **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 and evidence of compliance with applicable local regulations. 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 other occupants of the Premises or to the property of (i) KOZMIK Work Space or any employees, members or guests or (ii) the owner(s) or other occupants of the Premises. None of the KOZMIK Work Space 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.
- h. **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.
- i. **Third Party Services.** Services do not include, and we are not involved in or liable for, the provision of products or services by third parties ("Third Party Services") that you may elect to purchase in connection with your Membership, including via the KOZMIK Work Space Services Store, even if they appear on your KOZMIK Work Space invoice. Third Party Services are provided solely by the applicable third party ("Third Party Service Providers") and pursuant to separate arrangements between you and the applicable Third-Party Service Providers. These Third-Party Service Providers' terms and conditions will control with respect to the relevant Third-Party Services. By adding a Member to the Member List, you are thereby authorizing that Member to access and use the KOZMIK Work Space Services Store in accordance with the terms of service available on our website.
- j. **Privacy.** We collect, process, transfer and secure personal data about you and your Members pursuant to the terms of our Privacy Policy, which can be found on our website (www.KOZMIKWorkSpace.com/legal/privacy), and in accordance with all applicable data protection laws. Note that you

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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 Agreement. You hereby (i) undertake, where necessary, to obtain consent from such Member to the collection, processing, transferring and securing of data described herein and (ii) confirm that you in fact collect and process such Member's personal data in accordance with applicable law.

8. ARBITRATION

- a. **Governing Law.** This Agreement and the transactions contemplated hereby shall be governed by and construed under the law of England & Wales.
- b. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
- c. **Arbitration.** Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.
 - i. The number of arbitrators shall be one.
 - ii. The seat, or legal place, of arbitration shall be London.
 - iii. The language to be used in the arbitral proceedings shall be English.
 - iv. The governing law of the contract shall be the substantive law of England and Wales.

9. MISCELLANEOUS

- a. **Nature of the Agreement; Relationship of the Parties.** Your agreement with us is a contract for the provision of services and we are giving you the right to share with us the use of the Premises so that we can provide the Services to you. The whole of the Premises and Office Space remains in our possession and control. 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 or anything contained in or on the Premises. This Agreement creates no security of tenure, 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. You acknowledge and agree that you are entering into this Agreement for the purposes of and in the course of your trade, business and/or profession, and not as a consumer. 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. 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 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.
- 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 and to any supplemental documentation and to any other agreements to which our Lease is subject or subordinate. However, the foregoing does not imply any sublease or other similar relationship involving an interest in real property.
- e. **Extraordinary Events.** KOZMIK Work Space 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 KOZMIK Work Space's reasonable control, including without limitation (i) any delays or changes in construction of, or KOZMIK Work Space'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.
- f. **Severable Provisions.** Each provision of this Agreement shall be considered severable. To the extent that any provision of this Agreement is prohibited or otherwise limited, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law.

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- g. Survival.** Sections 1, 2(b), 4 (to the extent any payments remain outstanding), 5(d), 5(f), 5(g), 6(b), 7(a) through 7(f), 7(h), 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. KOZMIK Work Space may send notices to either (or both) the Primary Member or the Authorised Signatory, as KOZMIK Work Space 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 KOZMIK Work Space should be sent by your Authorised Signatory. In the event that we receive multiple notices from different individuals within your company containing inconsistent instructions, the Authorised 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 this Agreement. Any use of "including," "for example" or "such as" in this Agreement shall be read as being followed by "without limitation" where appropriate. References to any times of day in this Agreement refer to the time of day in the Office Space's time zone.
- 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. Anti-Money Laundering.** You hereby represent and warrant that at all times you and your Members have conducted and will conduct your operations in accordance with all laws that prohibit commercial or public 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 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.
- l. 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 KOZMIK Work Space 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.
- m. Compliance with Laws.** 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 applicable laws. You are responsible for compliance with any regulations and rules relating to worker protection, workplace regulations and associated assessments and KOZMIK Work Space shall have no liability in this respect.
- n. Brokers.** Except as may be provided for through the KOZMIK Work Space broker referral program, you hereby represent and warrant that you have not used a broker or realtor in connection with the membership transaction covered by this Agreement. If you seek to terminate this Agreement or cease to pay your monthly Membership Fee except as otherwise explicitly permitted herein (each, an "Early Exit"), within fifteen (15) days of doing so, you shall reimburse KOZMIK Work Space for any fees previously paid by KOZMIK Work Space to a broker or realtor corresponding to the period following such Early Exit. You hereby indemnify and hold us harmless against any claims

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arising from the breach of any warranty or representation of this paragraph.

- o. Counterparts and Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. In accordance with the Electronic Commerce Act, 2000 and EU Regulation 910/2014 (on electronic identification and trust services for electronic translations), the parties hereby agree that they may execute this Agreement using electronic means including the use of electronic signatures by the parties, which the parties agree will have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. You acknowledge that you have the ability to retain this Agreement either by printing or saving it. Each signatory agrees that he or she has been authorised and has the authority to enter into the Agreement with an electronic signature on behalf of the applicable party and intends to sign this Agreement by applying his or her electronic signature as indicated
- p. Exclusion of Sections 24-28 of the Landlord and Tenant Act 1954.**

 - i. Notwithstanding the fact that the parties acknowledge that this Agreement does not grant exclusive possession of any part of the Premises and it is not intended that any tenancy is created by this Agreement, pursuant to section 38A(1) of the Landlord and Tenant Act 1954 ("1954 Act") the parties agree that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to any tenancy which may at any time be held to have been created by this Agreement contrary to the intention of the parties and their respective understanding of the substance of this Agreement. Prior to entering into this Agreement:

 - A. KOZMIK Work S p a c e served on the Member Company a notice dated prior to entering into this Agreement complying with the requirements of section 38A(3) of the 1954 Act (a "1954 Act Notice");
 - B. the Member Company or a person duly authorised by the Member Company made a statutory declaration (the "Statutory Declaration") dated prior to entering into this Agreement, complying with the requirements of schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;
 - C. where the Statutory Declaration was made by a person other than the Member Company, the Member Company confirms that the declarant was duly authorized to make the Statutory Declaration on the Member Company's behalf; and
 - D. KOZMIK Work S p a c e and the Member Company agree that the provisions of sections 24 to 28 (inclusive) of the 1954 Act shall be excluded in relation to any tenancy created by this Agreement.
 - ii. In circumstances where KOZMIK Work S p a c e has not served a 1954 Act Notice prior to the date that the Member Company became contractually bound by this Agreement, this shall not in any way imply that the parties intend that the provisions of sections 24 to 28 (inclusive) of the 1954 Act apply to this Agreement and the statement in Section 9(a) as to the intent of the parties and their respective understanding of the substance of this Agreement shall take precedence.
- q. Land Registry applications.** The Member Company must not send this Agreement or any copy of it to the Land Registry.
- r. Entire Agreement.** This Agreement 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.