

TERMS & CONDITIONS

Client confirms that he/she/they has/have read and understood the terms and conditions. Client agrees to be bound by the terms and conditions and WORKBOX agrees to provide the services and accommodations as stated above.

AGREEMENT TERMS & CONDITIONS

A. This Agreement does not create any tenancy interest, leasehold estate or other real property interest on behalf of the Client in regards to the office or dedicated desk accommodations. This shall be strictly construed as a license of the office accommodations as indicated by the Office Suite # or Dedicated Desk listed on Page 1.

B. WORKBOX retains the possession and control over the office center in its entirety. The Client accepts the right to temporarily share the WORKBOX office center dependent on the terms and conditions as stated in this Agreement.

C. This Agreement is between WORKBOX and the Client and cannot be transferred to any third party.

D. This Agreement is confidential. Client may not disclose any of the pricing or terms of this Agreement without express written consent of WORKBOX. This obligation of confidentiality remains in place even after and survives the termination of this Agreement.

E. All prices quoted are for payments in current funds. Credit card payments may incur a processing fee.

F. Client understands and agrees that the Coworking space may be made unavailable from time to time, at any time, for Events at the discretion of WORKBOX.

G. If the Client requires a company name change, requests must be submitted to WORKBOX in writing with 7 days advance notice.

1. Usage Conditions

- 1a. Client agrees to use the office accommodations for business purposes only.
- 1b. Client does not have the right to sublease the office space or transfer any rights provided under this Agreement to a third party. Client shall provide a list of designated persons affiliated with Client authorized to use the office space.
- 1c. Private Office and Dedicated Desk members will have rights to use the office center address as its business address, for mail receipt, and for business registration purposes.
- 1d. WORKBOX is not responsible for any of the Client's property and is not liable for any damages or theft.
- 1e. The office accommodations are rented in as-is condition and cannot be altered without express written consent by WORKBOX.
- 1f. WORKBOX is seeking to maintain the office space provided to the "Building Standard", as of the Effective Date of this Agreement. No alterations may be made to the office accommodations including the addition or changing of locks/bolts to the windows or doors.
- 1g. Included in this agreement is an inventory list in the addendum section verifying all accommodations and the conditions at move in. The form will be retained and used as a point of reference at the time of license termination.
- 1h. The Client agrees to be respectful of all WORKBOX property including the office accommodations, common areas within the office location, and all office furniture and equipment. The client is liable for damage to any such property.
- 1i. Client signage is available for all Private Office and Dedicated Desk members in the WORKBOX reception area and office door or dedicated desk.
- 1j. The Client shall not store or operate any large machine or equipment within the provided office accommodations. This includes but is not limited to heaters, stoves, coffee makers, vending machines, copiers, refrigerators, grills, servers, or other equipment without express written consent from WORKBOX. The electrical current that WORKBOX provides to the Client within the office accommodations shall be used for ordinary lighting, personal computers and office equipment provided by WORKBOX. If special installation or wiring is required by Client, it will be at the Client's expense and only after express written consent from WORKBOX.
- 1k. The Client shall not use the WORKBOX office center or office accommodations for manufacturing purposes. The Client shall not use the premises for manufacture or sale of liquor, narcotics, tobacco, cannabis, or any kind of illegal substances.
- 1l. The Client shall not sleep or live within WORKBOX office areas or common areas.
- 1m. The Client shall not hold or permit retail sales or auctions within WORKBOX office areas or common areas.
- 1n. The Client shall not obstruct business for any other WORKBOX clients.
- 1o. The Client shall not use the WORKBOX office center for any illegal or immoral purposes. Immoral purposes include but are not limited to anything that can be interpreted as harming a company or person financially, emotionally, physically or that is otherwise distracting to the work environment for members, outside clients or WORKBOX employees.
- 1p. The Client accepts full responsibility for the legal and appropriate conduct of all their employees and guests of employees, including purchase and/or consumption of alcohol on premises as legally acceptable according to state and federal law.
- 1q. Should the need arise, WORKBOX may provide the Client with an alternative Office Suite or Dedicated Desk accommodation of comparable value or better, in WORKBOX's sole discretion.
- 1r. All WORKBOX clients implicitly agree to allow photos that they, and their employees and guests, appear in at WORKBOX to be used for the company's marketing materials.

2. Client Conduct

- 2a. The Client, as well as all Client's employees and guests, shall conduct themselves in a businesslike manner, dress in professional attire, and keep

noise at a respectful level at all times while on WORKBOX premises.

2b. Client Conduct also applies to communication channels, including but not limited to all inter-network forums, email, chat forums, communications with third-party service providers, and all communication involving WORKBOX networks within the WORKBOX member and alumni groups, partner meetings, and all virtual events and discussions. If WORKBOX determines that a Client or individual member is being disruptive or offensive to other members, partners, mentors or employees, WORKBOX may decide to temporarily or permanently restrict access to the network or cancel the Client or individual's membership without refund.

2c. WORKBOX shall provide entry access to the Client including all required keys and security access cards. The Client is responsible for all issued keys and access cards and is required to return them at termination of an employee or at the end of the Client's respective membership contract with WORKBOX. If the Client has a lost or stolen key or access card, the Client is responsible to notify WORKBOX staff immediately and pay for a new access card or key replacement. These fees are outlined on the WORKBOX service pricing sheet and may be applied to the final invoice.

2d. Canvassing or soliciting for business or any other purpose is prohibited anywhere within the WORKBOX office center.

2e. No animals shall be permitted within the WORKBOX office center, aside from certified service animals.

2f. The Client leaves the doors to their office accommodations open at their own risk and takes full responsibility for all of their possessions within.

2g. The Client, as well as any employees, guests, and business associates of the Client, shall not abuse or mistreat any WORKBOX employees.

2h. The Client acknowledges that the services rendered by WORKBOX employees are shared services and may be offered to other WORKBOX clients. The Client may not interfere with or obstruct such services to other WORKBOX clients.

2i. The Client, any employees or subsidiaries of the Client, or other businesses under the Client's ownership, shall not hire any WORKBOX employees at any time during the term of the Agreement or within 12 months of the termination of the Agreement. If Client violates this provision, the Client shall pay to WORKBOX the equivalent of 50% of the annual salary required of the new WORKBOX employee as liquidated damages.

2j. Smoking is prohibited in the entirety of the WORKBOX office center including within the provided office accommodations.

3. Services

3a. WORKBOX shall provide the office or desk accommodations as stated on the addendum section of the Agreement.

3b. WORKBOX shall provide the furniture as shown in the addendum section of this Agreement.

3c. Kitchen amenities: WORKBOX may provide and allow the Client access to kitchen facilities. Additional beverages and snacks may be provided by WORKBOX at such fees, to be determined by WORKBOX.

3d. WORKBOX shall provide all phone and extra internet services as stated under the addendum section.

3e. The Client acknowledges that the phone and internet services provided by WORKBOX are exclusively through third-party service providers, and services are contingent on third party providers. The services may include, but are not limited to internet, internet speeds, data protection, phone services and call rates. The Client may use any third party provided approved by WORKBOX.

3f. If the property experiences network disruption due to Client not gaining pre-approval from WORKBOX for installation of Client equipment, misconfiguring equipment on network or causing incorrect installation of Client devices on WORKBOX network, WORKBOX will bill the Client responsible for all costs needed to resolve the disruption.

3g. The Client acknowledges that all standard services are provided during business hours, however, the Client will have 24-hour access to the office accommodations as well as electricity, phone, and internet services.

3h. If requested and available, WORKBOX may provide administrative support on behalf of the Client at such fees, to be determined by WORKBOX.

3i. The Client may utilize their own phone and internet services when arranged in advance and given express written consent from WORKBOX.

3j. Private Office and Dedicated Desk members receive credit hours per month per company for conference room use. These credit hours do not roll over from month to month. An hourly rate, determined by WORKBOX, applies after all credits have been used for the month. This hourly rate can be viewed on the service pricing sheet and may be subject to change.

3k. Private Office and Dedicated Desk members receive an allocation of printing credits per month. These credits do not roll over from month to month. After company printing has exceeded the credit allocation for the month, the full printing amount, including the credit allocation plus any additional amount that has been printed, will be billed. Current rates for color and black and white printing are listed on the service pricing sheet and are always subject to change.

3l. Accelerator members gain additional access, services and resources that are detailed in the Accelerator member orientation.

4. Fees

4a. The Client acknowledges that all set recurring fees, including but not limited to monthly rental, Accelerator membership, additional internet services and phone connections will be billed monthly at the rates stated in the addendum section of this Agreement. Additional Services may be utilized by the Client, when available, at an additional cost and all associated fees will be billed monthly based on usage and the Client agrees to pay them upon receipt of an invoice. Additional services pricing is always subject to change.

4b. Setup fees: The Client shall be charged an initial setup fee at the rate shown on the first page of this agreement.

4c. Private Offices are subject to maximum occupancy. WORKBOX charges an additional fee per person per month once this threshold is exceeded. The Client may choose to upgrade to a larger office at market pricing to avoid capacity fees.

4d. Accelerator members will be billed for their Accelerator Office or Accelerator Desk memberships with their regular Coworking Office or Desk rental fees.

5. Initial Payment and Setup Fees

5a. The Client acknowledges that the office or desk accommodations listed on the first page of this Agreement will not be reserved until after the required setup fees, first month's rent and security deposit, if applicable, have been paid in full. At time of receipt of initial payment in full along with signed Agreement, the stated office or desk accommodations shall be reserved for a 30-day period. Should the Client not proceed with the Agreement, the initial payment is not refundable. The security deposit, less any portion applied by Workbox during the term of the Agreement, will be refunded within 30 business days from the Client's written notice of termination of the Agreement.

5b. Reasonable wear and tear of the office accommodations by the Client during their period of occupancy is acceptable. Expenses for repairing any

excessive damages to the office accommodations by the Client may be taken out of the Client's security deposit or billed back to the Client on a final invoice after the Client has vacated the office accommodations. Any unpaid rent may also be taken out of the Client's security deposit.

6. Payment

- 6a. All prices are cash based. Payments may be made via direct debit, electronic funds transfer or credit card. Credit card payments may be subject to additional processing fees.
- 6b. Rental and fixed monthly costs shall be billed in advance on a monthly basis, and include, but are not limited to, additional phone connections, internet connections and extra office furniture. All variable monthly costs, including but not limited to, refreshments, administrative support, extra printing, long-distance phone calls, and extra meeting space usage, will be billed on a pay as you go and per-usage basis included on the monthly invoice.
- 6c. In order to reduce monthly costs and in an effort to meet green standards, WORKBOX will provide all monthly invoices electronically via email.
- 6d. Late Payment: If the Client does not pay balance in full within 5 days of the payment due date, the Client will be subject to a late payment fee of 5%. The same applies if the issued payment bounces or is rejected due to insufficient funds or any other reason. Thereafter, any sum due from the Client which remains unpaid shall bear interest from the date due until the date paid at the annual rate of eighteen percent (18%) per annum, but in no event higher than the maximum rate permitted by law.
- 6e. Should payment not be received in full, including any late fees, on or before the 20th of the month, access to the property and the office accommodations as outlined on the first page of this agreement, may be restricted.
- 6f. Taxes will be billed at Local and Federal mandated rates.

7. Termination and Renewal

- 7a. At the end of each term, the Agreement does not automatically terminate and will automatically renew in accordance with the below. If the Client does not wish to renew this Agreement for an additional equivalent term, the Client shall provide 60 days' advance written notice of termination of this Agreement to WORKBOX. If the Client does not provide advance written notice of termination, this Agreement will renew for an equivalent term at the higher rate of either 105% of the prior monthly agreement fee or the market rate of an equivalent office suite(s) based on recent agreements for offices of similar size and location, plus rates for other services, at WORKBOX's current rates then in effect for the office center. Location in this section is defined as either internal (non-window) or external (window offices). All Dedicated Desk memberships will renew at the then current market rate.
- 7b. If the Client does not adhere to the rules for the office center, as reasonably prescribed by WORKBOX, this Agreement may be terminated by WORKBOX immediately upon written notice to Client. WORKBOX reserves the right to remove an entire client or a single member with no justification needed and/or no recourse from the removed client or member. Client hereby waives any claim for damage to person or property in the event WORKBOX exercises its remedies hereunder and Client shall be subject to damages and storage fees incurred by WORKBOX in connection with the foregoing.
- 7c. WORKBOX also reserves the right to temporarily or permanently remove an entire client or a single member from events, communication channels and external partner access if the Client or Client Member is not respecting conduct rules within the business center or on any of the communication channels (as described above) within the community or partner/mentor group. Client hereby waives any claim for damage to person or property in the event WORKBOX exercises its remedies hereunder and Client shall be subject to damages and storage fees incurred by WORKBOX in connection with the foregoing.
- 7d. At the time of termination, the Client will immediately and peacefully cease occupancy of the premises, return all keys and access cards, and return all office accommodations in as-new condition. Any items left within the WORKBOX office accommodations after time of termination will be considered property of WORKBOX and may be utilized or sold without the Client's knowledge or consent. The Client's access card will be disabled at termination.

8. Insurance & Taxes

- 8a. The Client is liable for all of their own belongings within the office accommodations and responsible for obtaining their own insurance and providing WORKBOX with proof of insurance. WORKBOX requires the standard General Liability policy of \$1,000,000.00 (one million dollars) per occurrence and \$2,000,000.00 (two million dollars) in Aggregate. Client hereby waives any claim for damage to Client's personal property it being understood that Client shall be solely responsible for the insurance of and any damage to its personal property.
- 8b. The Client shall indemnify WORKBOX, its employees, caretakers, cleaners, agents, or invitees against any theft, damages, or loss from the office accommodations and its contents, including but not limited to data, hardware and software, except in cases of gross negligence, fraud, or willful misconduct.
- 8c. The Client is solely responsible for all taxes on personal property for any of their own items that they bring to and/or keep within the rented space.

9. Legal Requirements

- 9a. WORKBOX is not liable for any loss of business, loss of profits, loss of anticipated savings, loss of or damage to data or any consequential loss that the Client may suffer as a result of renting WORKBOX space.
- 9b. In the event of a material breach of this Agreement by the Client, the Client is responsible for immediate and full payment of all rental and services as stated on the first page of the Agreement in its entirety, as well as costs for any damages and legal fees if applicable, and may be asked to vacate the premises immediately.
- 9c. The Client must comply with all local, state and federal governing laws and regulations specific to their business with WORKBOX, within the WORKBOX office center and within the WORKBOX network.
- 9d. The Client releases WORKBOX from any liability related to the receipt of mail or packages on the Client's behalf.
- 9e. Disclaimer of liability for third party products: In regards to services provided by WORKBOX to the Client through a third-party provider, including but not limited to internet and phone service, WORKBOX disclaims any and all liability, including any express or implied warranties. WORKBOX represents that it has not completed any internal or independent financial audits, underwriting, or financial investigations on any members, third-party service providers, or related business partners. WORKBOX is not responsible for any financial representations made by members, third-party service providers, or related business partners. WORKBOX disclaims any liability resulting in misrepresentation of finances or business viability from members, third-party service providers, or related business partners.

9f. Disclaimer of liability for third-party products: WORKBOX does not guarantee services, pricing or product offerings provided by its third-party vendors. Third-party vendor services may change, be removed or not be offered to a specific Client at the sole discretion of the third-party vendor. These changes include specific services offered, cloud storage levels or determination by the third-party vendor that they cannot engage the Client. WORKBOX disclaims any and all liability created by the Client's involvement with third-party service providers, including any express or implied warranties provided by its third-party vendors, related to such actions.

9g. WORKBOX does not guarantee actions from its third-party vendors, partners and mentors such as investments, continued consultations or a maintained level of services or price. WORKBOX is not responsible for any representations made the Client, third-party vendors, or outside parties.

9h. WORKBOX disclaims any and all liability from damages to Client, its property or its business caused by other WORKBOX members within the community.

9i. WORKBOX reserves the right to terminate the Client's respective membership contract at WORKBOX's sole discretion upon any findings of the Client's misrepresentations as it relates to the professional relationship with WORKBOX or any third-party connected through WORKBOX.

9j. WORKBOX reserves the right to remove an entire client or a single member, for any noncompliance with this Agreement or any other agreements to which said client or member and WORKBOX are a party to, at the sole discretion of WORKBOX. The removed Client and/or member hereby waives any claim for damages that may be incurred in connection with such removal and Client on behalf of itself and its members hereby agrees to refrain from taking any legal or retaliatory action against WORKBOX as a result of removal.

9k. All notices herein, shall be in writing, and may be served by email, personal delivery, or by certified mail or reputable courier service, addressed to the parties herein as indicated above.

10. Time

10a. Time is of the essence under this agreement