

## Event Terms & Conditions

1. **Overview.** These Event Terms & Conditions together with Appendix 1 attached hereto ("Event Terms & Conditions") set forth the terms and conditions that shall apply to Event Holder's use of the event space (the "Location") for the Event (an "Event") identified in any relevant event order, quote, invoice, or other related documentation executed by the parties hereto (each, an "Order" and together with the Event Terms & Conditions, the "Agreement"). For each Event hosted by Event Holder, Event Holder and all guests shall be deemed WeWork members for the duration of the Event. Terms used but not defined in these Event Terms and Conditions shall have the meanings set in the applicable Order.
2. **License:** Subject to the terms and conditions of this Agreement, WeWork grants Event Holder a limited revocable, non-exclusive license ("License") to use the Location solely for the Event.
  - a. The Event shall be invite-only. Event Holder shall provide a final list of Event guests (consisting of first name and last name) no later than twenty-four (24) hours prior to the Event. Solely individuals listed on such list shall be permitted into the Event.
  - b. Event Holder, at its own expense, shall comply with all applicable laws, rules, orders, ordinances, regulations and other requirements, present or future, affecting the Location and/or the Building that relate to Event Holder's use or manner of use. Event Holder shall not, at any time, use or occupy the Location so as to exceed the number of persons set forth in the Attendance section of the relevant Order. Event Holder must keep all fire stairs free and clear.
  - c. Event Holder has inspected the Location and agrees to take the same "AS-IS". Event Holder shall take good care of the Location and Building and the fixtures and appurtenances therein. Event Holder shall be solely responsible for returning the Building and Location to its original state, normal wear and tear excluded.
  - d. Event Holder acknowledges and agrees that one or more representatives of WeWork's community team may be present for any part or the whole of the Event.
  - e. WeWork's cleaning service and garbage carting company will provide all heavy cleanup and basic, non-production garbage removal. If the cleaning and/or garbage removal exceeds a reasonable broom-clean or if pieces of production refuse are left in the Location, Event Holder shall pay for additional cleaning and carting services as necessary.
  - f. Under no circumstances shall Event Holder alter, modify, improve or otherwise change the structure of the Building or Location or any portion, in any manner.
  - g. Aside from approved service of alcoholic beverages by a WeWork-approved caterer as specified in an applicable Order, Event Holder shall not sell or make available alcoholic beverages to anyone, unless otherwise specified in an Order executed by the parties.
  - h. Event Holder shall pay for all repairs of any other nature or kind whatsoever if, during the License, Event Holder and/or any of its agents, employees or invitees shall cause any damage or change to the Building or Location, normal wear and tear excepted. In such event, WeWork shall have the option, upon prior notice to Event Holder, to use its own contractors to repair the Building and Location. The fees for such contractors and overage fees, as per the Agreement, are the sole responsibility of Event Holder. The remedies set forth in this subsection shall be in addition to any other remedies set forth in this Agreement or at law or equity.
  - i. Event Holder acknowledges and agrees that this license is subject and subordinate to the applicable lease between WeWork affiliates and certain landlords. Further, Event Holder agrees to abide by any rules and regulations set by WeWork in connection with the Event as the same may be required in order for WeWork to be in compliance with its obligations under the applicable lease.
3. **Being part of the WeWork community.** Event Holder acknowledges that each WeWork space, including the Location, is in a place of work. As members of the WeWork community, Event Holder and all guests agree to be courteous and respectful in their use of the Location, including that neither Event Holder nor any guest will perform any activity that is reasonably likely to be disruptive, damaging or dangerous to us, our employees or agents, other members, any guests or any other third parties or any pets or property of any of the foregoing. Each WeWork space may have its own house rules governing the expected behavior in the space, and Event Holder and all guests must comply with any such house rules any time they are using the space. The house rules for a WeWork location can be found at such location.
4. **Other members.** WeWork does not control and is not responsible for the actions of other individuals Event Holder or any guest may encounter through the use of the Location, including other WeWork members and their invitees and guests. If a dispute arises between Event Holder or a guest and any other member, invitee, or guest, WeWork has no responsibility or obligation to participate, mediate or indemnify any party, except to the extent that such dispute is the result of WeWork's gross negligence or willful misconduct.

5. **AV Services.** If Event Holder desires to use audio and visual equipment for the Event, WeWork agrees to license to Event Holder audio and visual equipment ("Equipment") and to provide to Event Holder the related services ("AV Services"). Any such provision of Equipment shall be noted in an applicable Order and may be subject to an additional fee as described in such Order. Event Holder warrants that the Equipment shall be in good and operable condition after use by Event Holder. Event Holder agrees that should Equipment not be in good and operable condition at the end of the Event, Event Holder shall pay all fees related to repair or restoration the Equipment to good and operable condition; provided that, Event Holder shall not be responsible for any repairs or restoration to the extent caused by WeWork. Event Holder will not change or remove any insignia or lettering on the AV Equipment that indicates WeWork's ownership thereof. The Equipment shall remain personal property, and title thereto shall remain in WeWork exclusively. WeWork may remove the Equipment at any time if the Equipment is, in the reasonable opinion of WeWork, being used improperly or beyond its capacity. WeWork makes no further warranty whatsoever regarding the Equipment. Event Holder may, subject to the terms of an executed Order and in compliance with any applicable building rules and regulations and/or additional insurance requirements, provide its own Equipment and/or AV Services for an Event in lieu or in addition to the foregoing.
6. **Payment Terms:**
- a. The total fees due in connection with an Event shall be set forth in an applicable Order and may include the following: (a) a venue fee (the "Venue Fee") for the use of the Location for the duration of the Event; (b) an administrative fee (the "Administrative Fee") equal to ten percent (10%) of the Venue Fee; (c) add-on fees (the "Add-On Fees"), which consist of any fees for additional add-ons or services being provided by WeWork, including but not limited to, cleaning, security, audio-visual services, food and beverage/catering, and entertainment/experiences (the Venue Fee, Administrative Fee, and Add-On Fees being, collectively, the "Total Fee").
  - b. Unless otherwise set forth in an applicable Order, the Total Fee set forth in the relevant Order shall be payable as follows for Orders executed more than thirty (30) days prior to the Event: (a) fifty percent (50%) of the Total Fee shall be due as a deposit upon Execution of such Order; (b) the remaining fifty percent (50%) of the Total Fee shall be due fourteen (14) days prior to the scheduled Event. For Orders executed less than thirty (30) days prior to the Event, the Total Fee shall be due upon execution of such Order.
  - c. Upon execution of the applicable Order by Event Holder, Event Holder shall deliver to WeWork a security deposit (the "Security Deposit"), which, unless otherwise set forth in an Order, shall be equal to fifteen percent (15%) of the Venue Fee, to be held by WeWork as security for the full and faithful performance of the terms and conditions of the Agreement by Event Holder. WeWork shall not be required to keep the Security Deposit separate from its general funds and Event Holder shall not be entitled to interest thereon. If Event Holder defaults with respect to any provision of the Agreement, including but not limited to the provisions relating to the payment of any portion of the Total Fee, WeWork may, but shall not be required to, in its sole discretion, use, apply or retain all or any part of the Security Deposit to partially compensate itself for the damages caused by Event Holder's default. Application of the Security Deposit may include: (a) payment of all or any portion of the Total Fee, cost of additional labor, or any other fees or costs due under the Agreement, (b) compensation to WeWork for any other reasonable loss or damage which WeWork may suffer by reason of Event Holder's default, or (c) reimbursement to WeWork for any costs, including reasonable outside attorneys' fees, incurred by WeWork to recover the costs of such loss or damage. Provided, however, that prior to any deduction from the Security Deposit, WeWork shall provide advance written notice to Event Holder and provide Event Holder with a reasonable opportunity to cure any Event Holder's default. If Event Holder shall timely, fully and faithfully perform all material obligations to be performed by it under the Agreement, the Security Deposit or any balance thereof remaining after any deduction pursuant to this Section 6(c), shall be returned to Event Holder within fifteen (15) days following the later of (i) the conclusion of the Event, or (ii) completion of all repairs necessitated as a result of Event Holder's access to and/or use of the Location.
  - d. Damages to WeWork's property or other amounts owed will be assessed by WeWork in its sole discretion. Nothing in this Agreement impedes or forecloses WeWork's right to recover any amounts owing and due from Event Holder.
  - e. In the event of a cancellation and provision of notice to WeWork thereof by Event Holder greater than thirty (30) days prior to the scheduled Event, the Event Holder shall receive a full refund of the portion of the Fee already paid. In the event of a cancellation and provision of notice to WeWork thereof by Event Holder less than thirty (30) days before the scheduled Event, but greater than ten (10) days before the scheduled Event, fifty percent (50%) of the Total Fee will be refunded to Event Holder. If a cancellation is made by Event Holder with less than ten (10) business days' notice, no portion of the Fee shall be refunded to Event Holder. Unless used, applied, or retained by WeWork in accordance with Section 6(c) hereto, WeWork will return the Security Deposit to Event Holder in the event of a cancellation.
  - f. In the event that WeWork cancels an Event at any time and for any reason, (1) the parties may agree that WeWork shall provide the Event Holder with a comparable alternate location for the Event within a five (5)-mile radius of

the original Event location, subject to availability; (2) the Event Holder may request a full refund of the Fee; or (3) the parties may agree to reschedule the Event to an available date within thirty (30) days of the original Event date, subject to availability. In the event of a cancellation by WeWork, WeWork shall not be responsible or liable for any damages or liability as a result of such cancellation and Event Holder shall have no further right to use the Location other than as agreed in accordance with the foregoing.

**7. Prohibited Uses:**

- a. Event Holder acknowledges and agrees that there will be no smoking, including electronic cigarettes, in the Location or Building during the Event. Event Holder shall not allow cannabis or any illicit or federally banned substances on the premises of the Location, the Building and the surrounding areas.
- b. Event Holder acknowledges and agrees that the following physical activities are explicitly prohibited on the premises of the Location, the Building and the surrounding areas: (i) parachuting, skydiving, hang gliding, bungee jumping, parasailing, or climbing; (ii) swimming, water games, water skiing, snorkeling, or scuba diving; skiing, snowboarding, ice hockey, or ice skating; (iii) skateboarding, roller blading, or roller skating; and (iv) gymnastics, aerobics, martial arts, boxing, kickboxing, sports or wrestling.
- c. Event Holder acknowledges and agrees that the following activities are explicitly prohibited on the premises of the Location, the Building and the surrounding areas: (i) grooming services (e.g., hair cutting, hair washing, barber services, etc.); (ii) banking or financial services (informational panels related to financial services are acceptable); (iii) government protests or campaign events (e.g., fundraisers, etc.); (iv) gambling; (v) schools; (vi) music lessons; (vii) large scale printing events; (viii) medical services; (ix) sleepovers; (x) concerts, nightclub shows, dance parties or any other event that would raise the level of music played in the Location above background music levels; (xi) carnivals, roller coaster rides, or mechanical or inflatable amusement devices; (xii) criminal activities; (xiii) stunts or throwing persons into a crowd; (xiv) explosives, rocketry or fireworks; (xv) firearms, archery, knives, darts or other weapons; and (xvi) any activity that would result in any hazardous materials being brought on site.

**8. Beverage Service:**

- a. If Event Holder is permitted to and plans to serve alcohol at the Event, it must promote the Event and serve alcohol in compliance with the appropriate governmental liquor authority. Event Holder must hire a licensed caterer for the provision of catering (including alcohol) at Events (a "Caterer"). In addition to the insurance requirements contained in Section 11 hereof, any Caterer used by Event Holder that will be serving alcoholic beverages must hold valid liquor liability insurance with limits no less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate, or as otherwise required by an applicable landlord. Any such insurance shall comply with the requirements enumerated in Section 11 hereof. Event Holder or Caterer shall provide a valid certificate of insurance evidencing same no less than forty-eight (48) hours prior to the Event. Under no circumstances shall Event Holder charge admission or cover fee to guests, or sell alcoholic beverages or food at the Location.
- b. If alcohol will be served at the Event, Event Holder, through its Caterer, must also provide food, soft drinks and other non-alcoholic beverages to guests.
- c. WeWork at its sole discretion has the right to withhold permission for Event Holder to serve alcohol at the Event.

**9. Security:**

- a. Event Holder agrees to comply with all Building security protocols in connection with the Event. The number of security guards for the Event will be based on the number of guests attending the Event, the details of the Event, the class of building in which the Event is being held and exit/entry points. All costs associated with security for the Event are the sole responsibility of Event Holder unless explicitly included as an Add-On Fee or otherwise in the Order.
- b. Notwithstanding anything in this Agreement, the parties agree that in the event of a Security Incident (as defined below) Event Holder shall as soon as reasonably practicable, and in no event longer than three (3) days of receiving a request from WeWork, provide WeWork with reasonable personal identifying information of any Event guests determined by WeWork to have been involved in such Security Incident. (A "Security Incident" shall include any (i) unauthorized and/or unlawful disclosure, access, acquisition, alteration, corruption, destruction, use or other Processing of or to WeWork's confidential information or data hardware, systems or networks, or any other act or omission that compromises or breach or may compromise or breach the security, confidentiality, or integrity of WeWork's confidential information or data, hardware, systems or networks; (ii) negligence, willful misconduct, physical, psychological, or verbal act or omission that violates applicable law, or damages or threatens WeWork's or a third party's property or an individual; (iii) any act or omission that violates WeWork's Terms and Conditions; or (iv) any valid request, demand, requirement or order of any federal, state or local law enforcement agency, court or other government authority.)

10. **Event Holder Information:** Event Holder acknowledges and agrees that WeWork handles all personal information collected in connection with the Event in accordance with the WeWork Global Privacy Policy located at <https://www.wework.com/legal/global-privacy-policy> (as may be updated from time to time). Without limiting the generality of the foregoing, Event Holder shall be responsible for providing notice of the foregoing policy to its guests.

**11. Insurance:**

- a. Event Holder and all hired vendors, contractors, subcontractors and independent contractors of any kind hired by Event Holder to provide services at the Event (collectively, "Vendors") shall maintain the insurance coverage provided for by this section, as well as any additional Landlord-specific insurance requirements provided by WeWork, effective from the commencement of the License until Event Holder vacates from and surrenders possession of the Location. Such insurance shall be with carriers rated at Best's Credit Rating report as having a general financial strength rating of "A-" and a financial size category of at least "VII" or otherwise acceptable to WeWork, admitted to do business in the state in which the Location is located. Event Holder and Vendors shall provide valid certificates of insurance upon request.
- b. Event Holder and all Vendors shall, at their expense, maintain and keep in full force and effect Commercial General Liability Insurance, including Contractual Liability, Bodily Injury & Property Damage, Products & Completed Operations Liability, Personal and Advertising Injury Liability, broad form property damage, written on an occurrence form, with combined limits of liability of no less than \$1,000,000 USD per occurrence and \$1,000,000 USD in the aggregate. Such policy shall not contain any exclusion (or sublimit) for assault (including sexual) and battery.
- c. All policy deductibles shall be Event Holder's responsibility. All policies (except for workers' compensation/employers' liability coverage) shall be endorsed to specifically name Landlord, WeWork Companies LLC, We Work Management LLC and their respective subsidiaries, officers, agents, employees, affiliates, successors, and assigns, and any other entity specified by Landlord as Additional Insureds (blanket additional insured form is not acceptable). All insurance policies shall include a clause stating that the insurer waives all rights of recovery, under subrogation or otherwise, against the Additional Insureds. All insurance policies shall be primary and non-contributory and shall under no circumstances be construed to apply as excess or contribute with any insurance coverage independently carried by or on behalf of any of the Additional Insureds. The policies cannot contain any provision that would preclude coverage for suits/claims brought by an additional insured against a named insured. Said policies shall contain a provision that that coverage will not be canceled, or non-renewed until at least thirty (30) days' prior written notice has been provided to the Additional Insureds (and ten [10] days in the event of cancellation due to non-payment of premium). Certificates of Insurance and copies of all applicable endorsements shall be delivered to the Additional Insureds prior to entering into the building evidencing the coverage required above. Event Holder shall, for itself and for all Vendors, immediately report to WeWork all losses, incidents and claims occurred on the premises, or related to the Event.

**12. Permits and Certificates:** All permits and certificates to comply with all relevant municipal and state regulations are the sole responsibility of Event Holder. WeWork shall not be held responsible and shall be held harmless against any claim from any party, for any permits and/or certificates that are or may be denied, for any reason.

**13. Additional Conditions:**

- a. All production will be performed in a tidy and professional manner. Any outside Vendor needing to mount equipment or displays and penetrate the Building's infrastructure must receive approval from WeWork. If approval is granted, Event Holder must return the Building's surface back to its original condition at the end of the Event. Such changes or additions to the Building's infrastructure include, but are not limited to, the installation of equipment, decorative painting and hanging of promotional material.
- b. WeWork will not accept any curbside deliveries or pick-ups. WeWork reserves the right to approve all Vendors participating in the Event. Any participating Vendor shall provide WeWork with the appropriate certificates of insurance prior to the date of the Event. All rentals and outside materials must be removed from the Location immediately after the Event. Storage will not be available.
- c. WeWork reserves the right to limit the number of persons entering the Location so that there is proper emergency egress at all times. This number will be determined upon the completion of set construction and seating on the Location.

**14. Americans with Disabilities Act Compliance:**

- a. Event Holder shall include the following language in any invitations, announcements, tickets, or any promotional materials created for the event (including such materials that are in electronic form):

*Accessibility and Special Assistance:* [Event Holder] is committed to making this event accessible to persons with disabilities. Assistive listening devices ("ALD") are available for events at which sound amplification is used. If you need an ALD, or any other type of accommodation, please email [Event Holder contact email] or call [Event Holder contact telephone] at least 48 hours in advance of the event so we can work to meet your needs.

- b. Event Holder agrees to promptly notify WeWork of any request for an ALD or other accommodation. WeWork, in turn, will advise Event Holder if it can provide the ALD or accommodation and, if so, whether any additional charges will apply. Notwithstanding the foregoing, Event Holder acknowledges and agrees that it is responsible for providing any legally required accommodations to its guests. Event Holder agrees to indemnify, hold harmless

and defend WeWork against any claim relating to or arising from an alleged failure to provide accommodations to its guests at the Event.

15. **Promotional Rights:** WeWork shall have the right to use Event Holder's names, logos, trademarks and other intellectual property for any and all marketing and other commercial purposes including, but not limited to, internal and external sales initiatives and WeWork's website and WeWork's social media pages (e.g., Instagram, Facebook, Twitter and Snapchat). Event Holder shall not use WeWork's names, logos, trademarks and any other intellectual property ("Intellectual Property") for any purpose without prior written consent from WeWork. Prior to releasing any marketing or advertising materials containing WeWork's Intellectual Property, Event Holder agrees to share (by email or other digital or electronic means) the consequent copy and artwork developed by or on behalf of Event Holder and any other materials which Event Holder proposes to use to market or advertise anything relating to WeWork for review and prior written approval by WeWork prior to use.
16. **Photography/Video:** If WeWork has consented to the presence of a photographer or videographer at the Event, such photographer or videographer will solely take photographs and/or videos of the Event and its guests. Under no circumstances shall such photographer or videographer take photographs and/or videos of any other individuals or locations in the Building. Unless otherwise stated, Event Holder shall, and shall cause such photographer or videographer to, grant WeWork a nonexclusive, worldwide and perpetual license to such photographs or videos for advertising and marketing purposes. Nothing in this Agreement shall grant Event Holder or any third party to use photographs or videos of the Event, the Location or the Building if Event Holder breaches any of its obligations hereunder. Prior to Event Holder's use of any photographs or video of the Event, Event Holder shall obtain releases from the guests of the Event as required by applicable law.
17. **General Disclaimers:**
  - a. To the extent permitted by law and except to the extent caused by the gross negligence or willful misconduct of WeWork, Event Holder on its behalf and on behalf of its members, employees, agents, guests and invitees hereby waives any and all claims and rights it may have against all WeWork Parties and our landlords for any damage or injury, to person or property sustained by Event Holder, its agents or any persons claiming through Event Holder resulting from (i) any use of the Location by Event Holder, or (ii) directly or indirectly, any act or neglect of any person, including WeWork to the extent permitted by law. Event Holder further hereby waives, without limitation, any damage or injury to person or property caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, noise, or caused by bursting or leaking pipes or plumbing fixtures and shall apply equally whether any such damage results from the act or neglect of Event Holder or of any other person including WeWork to the extent permitted by law.
  - b. Event Holder's equipment and any third-party equipment rented or used by Event Holder in connection with its use of the Location and any other personal property belonging to Event Holder or any occupant of the Building that is in or on any part of the Building shall be there at the risk of Event Holder or of such other person only and WeWork shall not be liable for any damage thereto or for the theft or misappropriation thereof, unless caused by the gross negligence or willful misconduct of WeWork.
  - c. WeWork shall not be responsible for any loss, theft or damage to Event Holder's or their guest's personal property and rentals, including but not limited to, merchandise, gift bags, decor, computers, coat-check items, product and equipment, unless caused by the gross negligence or willful misconduct of WeWork.
  - d. WeWork will not be liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond WeWork's reasonable control, including without limitation (i) any delays or changes in construction of, or WeWork's ability to procure any space in, any Location, and (ii) any delays or failure to perform caused by conditions under the control of our landlord at the applicable Location.
18. **Indemnification:**
  - a. Event Holder agrees to indemnify, defend and hold harmless WeWork and its subsidiaries and affiliates, and each of its and their past, present, and future principals, members, assignees, managers, directors, officers, agents, employees, successors, and assigns ("WeWork Parties"), for and from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown (including reasonable attorney's fees) ("Claims"), resulting from or arising out of:
    1. any work or thing done by Event Holder or any agent, contractor, employee, licensee or invitee of Event Holder in, on or about the Location or Building;
    2. any use, non-use, possession, occupation, condition, operation, maintenance or management by Event Holder of the Location, yards or passageways to and from the Building including, without limitation, public space abutting the Location (e.g., sidewalks);
    3. all fines, suits, proceedings, claims, demands and actions of any kind or nature whatsoever brought by anyone whomsoever arising or growing out of or in any other connection with Event Holder's use of the Location;

4. any accident, injury or damage to any person or property occurring in the Location or any part thereof;
  5. any failure on the part of Event Holder to perform or comply with any of the agreements, terms or conditions contained in this Agreement on its part to be performed or complied with;
  6. any act or content created by Event Holder in connection with the Event that infringes or misappropriates on a patent, trademark, service mark, copyright, trade secret or other proprietary, publicity or privacy right of any third party, including but not limited to unlicensed use of music.
- b. If any such claim, action or proceeding is brought against the WeWork Parties, Event Holder will, upon written notice from WeWork, at Event Holder's expense, resist or defend such action or proceedings by counsel reasonably approved by WeWork in writing.
  - c. WeWork agrees to indemnify, defend and hold harmless Event Holder from and against any and all Claims resulting from or arising out of the solely gross negligence or willful misconduct of WeWork or its agents or employees.
19. **Limitation of Liability:** To the extent permitted by law, WeWork's liability under each Order shall not exceed the amounts paid by Event Holder to WeWork under the applicable Order. In no event shall WeWork be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, or any loss of profits or business interruption.
20. **Force Majeure:** If the Location cannot be delivered to Event Holder for the Event due to events out of WeWork's control, such as acts of God, epidemics, pandemics or public health emergencies, terrorism, fire, flood and/or natural disaster ("Force Majeure"), the parties agree to negotiate in good faith to reschedule the Event to take place within one (1) year of originally scheduled Event, subject to each party's bona-fide availability. In the event of a Force Majeure and the parties cannot mutually agree on the rescheduling of the Event within one (1) year of the originally scheduled Event, this Agreement shall terminate as of the date it is determined that the Event cannot be rescheduled. Following termination by either party under this section, WeWork shall not be responsible or liable for any damages or liability as a result of not being able to deliver the Location and Event Holder shall have no further right to use the Location.
21. **Miscellaneous:**
- a. Each party represents and warrants that it has the power and authority to execute this Agreement on behalf of the respective entity for which it has signed and that this Agreement is binding and enforceable against the respective parties hereto in accordance with its terms.
  - b. The whole of the Location remains in WeWork's possession and control. This agreement is a contract for the use of space and related provision of services, and WeWork is giving you the right to share the use of the Location so that WeWork can provide the services as set forth herein. Notwithstanding anything in this Agreement to the contrary, WeWork and Event Holder agree that the relationship established herein is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as to grant Event Holder, Event guests, or any other member any title, easement, lien, possession or related rights in our business, the Location or anything contained in or on the Location. This Agreement creates no tenancy interest, leasehold estate, or other real property interest. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. Event Holder acknowledges and agrees that it is 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 this relationship.
  - c. Event Holder may not transfer or otherwise assign any of Event Holder's rights or obligations under this Agreement (including by operation of law) without WeWork's prior consent. WeWork may assign this Agreement without Event Holder's consent.
  - d. Event Holder hereby represents and warrants that at all times, Event Holder and any guests of Event Holder have conducted and will conduct the Event ethically and in accordance with all applicable laws.
  - e. This Agreement constitutes the entire agreement between the parties as to the subject matter as stated herein between the parties and supersedes all previous understandings, commitments or representations concerning its subject matter. This Agreement may not be amended or modified in any way, and none of its provisions may be waived, except by a writing signed by an authorized officer of each party. 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.
  - f. 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 Location's time zone.
  - g. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
  - h. This Agreement shall be governed by and construed under the law of the State of New York and the United States without regard to conflicts of laws provisions thereof. All claims and disputes arising under or relating to this

Agreement are to be settled by binding arbitration in New York, NY. The award rendered shall be final and binding. Judgment on the award may be entered in any court of competent jurisdiction. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

Version dated 11.16.20

## Appendix 1

### Covid-19 House Rules

The Event Holder shall adhere to certain additional rules and regulations pertaining to new measures in the Building due to the Covid-19 global health crisis, in accordance with the relevant local law, regulations and/or government guidelines. The Event Holder agrees to comply with the following measures:

i. Social distancing, seating guidelines, and “safe to occupy” directions in the following areas:

- a. common areas including but not limited to the Community bar, print nooks, booths, mail room, terraces and pantry;
- b. shared spaces including but not limited to restrooms, entryways, elevators, phone booths, and meeting rooms;
- c. amenity areas including game rooms, pool tables, barista bars, mothers rooms, wellness/fitness rooms, and any other amenity area that may be applicable in the Building; and
- d. Hot Desk workstations, and/or private Office Spaces.

ii. Social distancing requirements and restrictions on group gatherings in accordance with local law, regulations and/or government guidelines. Any gatherings in breach of applicable government guidelines shall be dispersed and individuals will be required to leave the Building. Event Holder and their guests shall conduct themselves in a professional manner at all times and social gatherings in common areas, including those involving the consumption of alcohol will be dispersed in our sole discretion.

iii. Behavioral signage including vinyl floor decals and wall signs which direct foot traffic flow through the Building.

iv. Sanitation requirements, including but not limited to those in the pantry with regard to handling food, cutlery, cups, condiments and any alternate amenities which may be available in the Building.

v. The wearing of protective equipment which may include face masks and/or gloves as mandated by local law or regulation.

vi. Temperature screening(s) in the lobby, entryway, or Community bar subject to applicable requirements and best practices or as mandated by local law or regulation. In the event the Event Holder or their guest fails a temperature screening, WeWork has the right, at its sole discretion, to deny entry to such Event Holder or guest.

vii. Pets shall not be permitted into the Building unless they are service animals or emotional support animals and as mandated by local law or regulation.

viii. Event Holders or guests shall not be permitted into the Building for fourteen (14) days or as otherwise mandated by local regulation or health ordinance, if they have:

(a) recently tested positive for Covid-19;

(b) have come into direct contact with an individual who has tested positive for Covid-19; or

(c) display any symptoms of Covid-19 (including but not limited to a high temperature, a new continuous cough, a loss or change to your sense of taste or smell).

ix. Event Holders must ensure that their guests are pre-registered in advance of visiting the Building and sign in using the guest registration system. Guests must comply with WeWork return to work policy requirements (including the face covering policy and temperature screening, as applicable).

Event Holder is responsible for ensuring your employees, agents, invitees, and guests comply with these CV19 House Rules and with all rules, policies and/or procedures that are specific to the Building 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, Event Holder will be responsible for paying such penalty or fine.]