

1. THE BENEFITS OF MEMBERSHIP

(a) **Services.** Subject to the terms of this agreement, we will provide each Member the services described below. These services are referred to in this agreement as the “Services.”

- Access to the office space specified in the Membership Details form.
- Regular maintenance of the office space, provided that we will not be responsible for damage exceeding normal wear and tear.
- Furnishings for the office space of the quality and in the quantity typically provided to other office space or work station members, as appropriate, in the building.
- Subject to each Member’s acceptance of and continued compliance with the terms of service, access to and use of the Work & Co business networking website, intranet and any digital tools.
- Access to and use of the shared Internet connection.
- Use of the printers/copiers/scanners subject to fees as described in the Membership Details form.
- Use of the conference rooms subject to fees and bookings as described in the Membership Details Form.
- Heat and air-conditioning in the office space during regular business hours on regular business days.
- Acceptance of mail and deliveries on behalf of your business during regular business hours on our regular business days.
- Opportunity to participate in member-only events, benefits and promotions.

(b) **Business Hours/Days.** “Regular business hours” are generally from 9:00 a.m. to 5:00 p.m. “Regular business days” are all weekdays, except Public Holidays and up to five other days of which we will inform you.

(c) **Updating the Member List.** You are responsible for maintaining the accuracy of the names of the Members on the Member List attached to this agreement. If you have any changes to the individuals designated as Members, before such changes take effect, the primary member must email us to the email address specified at the bottom of the cover page to this agreement. In this email, the primary member must include the name(s) and email address(es) of the departing and new member(s) and the effective date of this change. Only those individuals set forth on the Member List will be deemed to be “Members” and entitled to the benefits described in this agreement. If the number of Members exceeds the number allocated on the Membership Details form, you will be required to pay the additional fee described on the Member List. We reserve the right to limit the number of additional members in connection with this membership agreement.

(d) **Our Reserved Rights.** We are entitled to access your office space, with or without notice, for cleaning, maintenance, safety or emergency purposes. During these times, we may temporarily move furniture contained in the office space. We reserve the right to move or alter your office space. We may modify or reduce the list of Services at any time with prior notice. The Services may be provided by us, an affiliate or a third party.

2. FEES

(a) **Set-up fee and Security Deposit.** Upon submitting a signed and completed agreement, you will be obligated to pay the non-refundable Set-Up Fee and the Security Deposit (except for any Hot Desk Membership), each in the amount indicated on the Membership Details form. This agreement will be effective only upon our receipt of your signed and completed agreement and the payment of these fees.

The security deposit 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 security deposit, but must pay them separately. The security deposit will be returned to you no later than thirty (30) days following the termination of this agreement, subject to the complete satisfaction of your obligations under this agreement. The security deposit is generally equal to 1 (one) time your monthly membership fee.

(b) **Membership Fee.** During the term of this agreement, we will process payment for your membership fee and other outstanding fees, in advance, no later than the fifth (5th) business day of each month. The membership fee covers memberships for only the number of Members indicated. Additional memberships will result in an increased membership fee.

(c) **Late Fees.** If payment for the monthly membership fee or any other accrued and outstanding fee is not made by the tenth of the month, an interest of 8% will be charged in addition to your monthly membership fee.

(d) **Form of Payment.** We accept payment of all amounts specified in this agreement solely by credit card. You are required to inform us promptly of any changes to such credit card and ensure that you replace such credit card prior to its expiration date. Changes to your payment method will not be accepted in the last fifteen (15) days of the calendar month. Changing your payment method may result in a change in the amount required under this agreement to be held as a security deposit. Only a single checking or savings account or credit card account may be used at any given time to make payments under this agreement. If payment via credit card fails on two occasions, we may exceptionally require you to make payments via direct withdrawal.

(e) **Changes to Membership and Overage Fees.** The membership fee is subject to two annual increases (June and January) every year during the term of this agreement. Fees for printouts/ copies and conference room are subject to increase from time to time. We will notify you at least sixty (60) days prior to these increases.

(f) **Outstanding Fees.** We may withhold services or terminate this agreement if any outstanding fees are due or if you or any Member does not comply with the terms and conditions of this agreement. When we receive funds from you, we will first apply funds to any balances which are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of funds received will be applied to current fees due.

3. TERM AND TERMINATION

(a) **Term.** This agreement will be effective when signed by both parties and payment is made by you of the set-up and commitment fees. Each membership will begin on the later of the Start Date specified in the Membership Details Form and the date you request the addition of such individual to the Member List. Each membership will terminate upon the earlier of the termination of the agreement, your removal of a Member from the Member List or our notification to you that a Member violated these Terms and Conditions. If the Start Date is a Business Day, the Members will be entitled to move into the office space on the Start Date, no earlier than 10:00 am. If the Start Date is not a Business Day, the Members will be entitled to move into the office space on the first Business Day after the Start Date no earlier than 10:00 am.

(b) **Cancellation Prior to Start Date By You.** You may cancel this agreement prior to the Start Date upon delivery of notice to us and may be entitled to a full or partial refund of the security deposit upon the following terms: (i) if notice of termination is received by us more than twenty one (21) days prior to the Start Date, you will be refunded all security deposit paid by you and received by us; and (ii) if notice of termination is received by us less than twenty one (21) days from the Start Date, you will be refunded fifty percent (50%) of the security deposit.

(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 therefore, nor will such failure affect the validity of this agreement. In this event, you will not be obligated to make payments of the membership fee until the office space is made available to you. If the office space is not made available to you within fifteen (15) days of the Start Date, you may terminate this agreement by providing us with notice of such termination at any time before the office space is made available to you. If you elect to terminate this agreement under this provision, we will refund to you all fees paid by you and received by us.

(d) **Termination After the Start Date By You.** You may terminate this agreement by delivering to us the Work & Co Exit Form. The exit form needs to be completely filled out and signed by the Primary Member.

The termination will not be effective until the last business day of the month following your delivery to us of the exit form. The exit form must be delivered to us no later than the last business day of the month preceding the termination of your membership. For instance, if you would like to terminate the agreement on the last business day of June, the last opportunity to deliver the exit form to us would be on the last business day of May. You will not be entitled to pro rata with respect to the last month's membership fee. For instance, if you move out before the last business day of June, you will still owe us the full membership fee for the month of June. This paragraph also applies to changes of office space initiated by you. On the last business day of the month, you must vacate the office space no later than 4:00 p.m.

(e) **Termination After the Start Date by Us.** We may immediately terminate this agreement: upon breach of this agreement by you or any Member; upon termination of our rights in the Premises; or at any other time, when we, in our reasonable discretion, see fit to do so. You will remain liable for past due amounts and we may exercise our rights to collect due payment despite termination of this agreement.

(f) **Removal of Property upon Termination.** Prior to the termination of this agreement, you will remove all of your, the Members', and their guests' property from the office space. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in or on the office space after the termination of this agreement without any obligation to store such property, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible to pay any fees reasonably incurred by us regarding such removal. Following the termination of this agreement, we will not forward or hold mail or other packages delivered to us.

(g) **Changes to or Removal of Primary Member.** A Primary Member generally has the sole authority to make changes to or terminate this agreement. However, an executive officer of the company will have the authority to override the request of a Primary Member, provided that we receive such a request within 24 hours following such Primary Member's request. An executive officer of the company will also have the authority to remove or replace the individual serving as the Primary Member. In certain circumstances, the individual designated as the Primary Member may cease to provide services to the company or cease using the office space regularly. Unless we receive instructions from an executive officer of the company, we will use our reasonable judgment in designating a replacement Primary Member. We will be entitled to rely on communications to or from such person as notice from or to the company. We will be entitled to request reasonable information to confirm that an individual claiming to be an executive officer of the company truly is one.

4. THE RULES

(a) You agree that:

- keys, key cards and other such items used to gain physical access to the building or the office space remain our property. You will cause the Members to safeguard our property and you will be liable for replacement fees should any such property be lost, stolen or destroyed;
- you shall promptly notify us of any change to your contact and payment information;
- we will provide notice to you and the Members of any changes to services, fees, or other updates to the email addresses provided by you. It is your responsibility to read such emails.
- carts, dollies, and other freight items which may be made available may not be used in the passenger elevator except at our discretion, if at all;
- for security reasons, we may regularly record via video certain areas in the Premises;
- we may disclose information about you or the Members as necessary to satisfy any applicable law, regulation, legal process or government request;
- you and the Members will abide by other rules and regulations as determined by us which are communicated to you by email. We may add, delete or amend the rules and regulations at our reasonable discretion and with notice to you.
- you acknowledge that your office space has a limited capacity. Whether or not you have paid for additional members for your space, no more than that capacity is permitted to work in your space at any given time. The capacity of your office space is on the Membership Details form.
- common spaces are to be enjoyed by our members and guests, for temporary use and not as a place for continuous, everyday work. No items can be stored or left over in the common spaces.
- you acknowledge that this contract (with its terms and conditions) binds you, and any members linked to your contract, to the Body Corporate Rules of Touchstone House.
- A copy of the Body Corporate Rules of Touchstone House is available on the reception desk or on request at info@workandco.co.za
- Signing this contract means that you have read the Body Corporate Rules of Touchstone House and commit to respect them. We may immediately terminate this agreement upon breach of the Body Corporate Rules of Touchstone House by you or any Member linked to your contract.

(b) No Member will:

- perform any activity that is reasonably likely to be disruptive or dangerous to other members, their guests, or their property;
- use the Services to conduct or pursue any illegal activities;
- use the Services to conduct any activity that is generally regarded as offensive;
- attach or affix any items to the walls, install antennas, or telecommunication lines or devices in the office space or bring additional furniture into the office space, in each case without our prior written consent;
- misrepresent himself or herself to the Work & Co community, either in person or on any digital tool used by our community;

- take or copy information belonging to other members or their guests;
- use the name “Work & Co” or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, without our prior written consent;
- use the office space in a “retail,” “medical,” or other nature involving frequent visits by members of the public;
- make any copies of any keys or other means of entry to the Premises or lend, share or transfer any keys or keycards to any third party;
- allow any guest(s) or such Members to enter the building without registering such guest(s) according to our policies.
- Bring any kind of pet into the building

5. ADDITIONAL AGREEMENTS

(a) **Technology Release.** In order to utilize all the functionalities offered by us, it may be necessary to install software onto a Member’s computer. In addition, from time to time, at a Member’s request, we or an affiliate may help troubleshoot problems a Member may have in trying to access certain functionalities, such as printing or accessing the Internet.

Regarding the foregoing, you agree that we and our affiliates

- are not responsible for any damage to any Member’s computer system related to such technical support or downloading and installation of any software;
- do not assume any liability or warranty in the event that any manufacturer warranties are voided; and
- do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support.

(b) **Waiver of Claims.** To the extent permitted by law, you, on your own behalf and on behalf of the Members, your employees, agents, and invitees, waive any and all claims and rights against us and our affiliates, and each of our and their members, assignees, officers and directors resulting from injury or damage to, or destruction, theft, or loss of property or person.

(c) **Limitation of Liability.** The aggregate monetary liability of us or our affiliates to you, the Members, or your or their guests for any reason and for all causes of action, will not exceed the total fees paid by you to us under this agreement. We and our affiliates will not be liable under any cause of action, for any indirect, special, incidental, consequential, or punitive damages, including loss of profits or business interruption. You may not commence any action, or proceeding against us or our affiliate, whether in contract, tort, or otherwise unless the action, suit, or proceeding is commenced within one (1) year of the cause of action’s accrual.

(d) **Indemnification.** You will indemnify us and our affiliates from and against any and all claims, liabilities, and expenses including reasonable attorneys’ fees, resulting from any breach of this agreement by you or the Members or their guests or pets or their actions or omissions. If any such claim, action, or proceeding is brought against us or our affiliates, you, will at your expense, upon written notice from us, defend such action or proceeding by counsel approved by us. You are responsible for the actions of and all damages caused by all persons and pets that you, the Members or their guests invite to enter the building.

(e) **Insurance.** You are responsible to maintain, at your own expense, personal property insurance and commercial general liability insurance covering you and the Members for property loss and damage, injury to the Members and the Members' guests 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. We and landlord shall be named as additional insured on any such policies of insurance. You shall provide proof of insurance upon our request.

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

(g) **Class Action Waiver.** Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another, without the prior written consent of all parties to all affected proceedings.

6. MISCELLANEOUS

(a) **Nature of the Agreement.** 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 the Premises. This agreement creates no tenancy interest, leasehold estate, or other real property interest. This agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture. Neither party will in any way misrepresent our relationship.

(b) **Updates to the Agreement.** We may from time to time update this agreement and will provide notice to you of these updates. You will be deemed to have accepted the new terms of the agreement following the completion of one (1) full calendar month after the date of notice of the update(s). Continued use of the office space or Services beyond this time will constitute acceptance of the new terms. This paragraph will not apply to changes to membership and overage fees, which will be governed by section 2(e) of this agreement.

(c) **Governing Law.** This agreement is governed by the laws of the Western Province, South Africa, without giving effect to any conflict of law principle that would result in the laws of any other jurisdiction governing this agreement. Any such action, or proceeding will be litigated in courts located in Cape Town, Western Province, to the extent permitted by law. You hereby irrevocably agree to waive any right to a jury trial of any such claim or cause of action.

(d) **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.

(e) **Subordination.** This agreement is subject and subordinate to our lease with our landlord of the Premises and to any other agreements to which our lease with this landlord are subject to or subordinate.

(f) **Extraordinary Events.** Neither party is 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 (with the exception of any obligations on your part to pay any sum of money due to us under this agreement) as a result of any causes or conditions that are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence, provided that the affected party will use best efforts to resume normal performance.

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

(h) **Survival.** All provisions of this agreement reasonably expected to survive the termination of this agreement will do so.

(i) **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 cover sheet, except as otherwise provided in this agreement. The Primary Member is the only person who may send or receive notice on your behalf, except as otherwise provided in this agreement.

(j) **Attorneys' Fees.** If any action, suit, or proceeding is instituted to interpret, enforce, or rescind this agreement, or otherwise in connection with this agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs and expenses of every kind in connection with the action, suit, or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the court.

(k) **Headings.** The headings in this agreement are for convenience only and are not to be used to interpret or construe any provision of this agreement.

(l) **No Assignment.** You may not transfer or otherwise assign any of your rights or obligations under this agreement without our prior consent.