



MEMBERSHIP OVERVIEW

Workspring is an enhanced workspace purpose-built for coworking membership, group meetings, extended projects, and social events.

We support coworking members with an unparalleled choice and variety in individual workspaces. Collaborative technology, ergonomic seating, inspiring views and abundant natural light, energizing snacks and beverages, and a highly hosted atmosphere help you be accomplished.

Workspring offers two levels of individual membership:

Unlimited Access Membership

Full access, Monday–Friday, 7:30am–7:00pm
\$550 per month*

Mobility Access Membership

Access for 5 full-days or 10 half-days per month
\$250 per month*

On the Go Pass

Access for 10 full-days, valid for 90 days
\$600 per card*

*special pricing may be available

All memberships include:

- A choice and variety of places to work
- Access to a private Enclave for two hours each day
- High performance, ultra-reliable and secure broadband WiFi
- Free copying, scanning, and printing (unlimited b&w, 100 color per month)
- Work tools like Post-it® notes, pens, whiteboards, iPads, and display monitors
- Complimentary coffee, tea, soda, juice, and snacks
- Guest reception and concierge services
- Onsite notary
- Mail services
- Online member management tools
- 2 free event passes and event discounts
- 2 free guest passes
- Discounted meeting rooms

For more information, please visit www.workspring.com, call 800 605 9092 or email info@workspring.com.



MEMBERSHIP APPLICATION

first name
last name
company
job title
department
business address
city, state, zip
phone
email
website
twitter.com/

start date
membership number
membership type
number of visits per month
centre name
centre location

emergency contact (name, phone, and email)
.....

PAYMENT

monthly recurring charge
first bill date
..... exp.

please describe any special skills, talents or interests you have.
.....
.....

COMMUNICATION

- i received a hard copy or usb drive with workspring's onboarding documents
- please do not email me about upcoming events and special discounts

how did you hear about workspring?
.....
.....

TERMS

welcome to the workspring community! here are some things to know before you get started:

- your use is at all times subject to workspring's house rules and our agreement.
- a \$125 enrollment fee is due upon enrollment.
- memberships are non-transferable and may not be shared, except as approved by workspring for special arrangements.
- depending on your access level and method of payment, a credit or background screening may be required, for which you grant workspring permission to make inquiries and obtain records to determine your suitability.
- if enrolled in auto-payments, you authorize workspring to make recurring charges—via credit card, paypal, EFT or PO—on the first day of each month. workspring must be notified 30 days prior to auto-payment cancellation.

CARDHOLDER'S SIGNATURE

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We are the workspace provider for services listed in the Purchase Summary provided at the end of the Agreement. You are agreeing to subscribe to the membership access level, number of visits per month and additional service packages listed in the Purchase Summary. We provide access to our facility ("Workspring") pursuant to the following terms.

1. Access to Shared Workspace in Common Areas

(a) We will provide workspaces on a first come first served basis, subject to prior reservation or membership based on level. This includes access to the common areas (Café, Library and Forum) and for a separate charge: available Studios and Enclaves, during regular business hours only. Your use of Workspring is at all times subject to this agreement and our House Rules (see section 3 below). If you have purchased the Corporate Coworking Unlimited Access Membership, you may become eligible for additional access rights for after hours use of Workspring.

(b) We may provide online account management credentials and offer you access to promote and register for events, as well as access to our online meeting room and desk space reservation system. You will be eligible to host after hours events in the common areas at member rates.

2. Additional Services

We will provide the services associated with the Service Packages you have subscribed to beginning on the Agreement Start Date. You will be responsible for payment for use of any other à la carte services, guest passes, meeting room charges and other services you consume in Workspring at our current member prices.

3. Comply with House Rules

You must comply with our House Rules for the use of the Workspring by members, guests, and invitees. We may set these rules at our sole discretion to promote health and safety, security, wellbeing, hospitality, membership harmony, or to otherwise improve the experience we are delivering. The House Rules are available at workspring.com.

4. Upon Becoming a Member

Prior to receiving your online account management credentials and entry card, you must attend a new member orientation to receive instruction on use of Workspring accommodations and additional Workspring services. You must sign a form acknowledging receipt of the entry card issued to you.

5. Your Business Activity

You must only use the Workspace accommodation for business purposes. Retail, medical or therapeutic uses, involving frequent visits by members of the public are not permitted. You must not use our name Workspring in any way in connection to your business.

6. Your Name and Address

You must not post any signs anywhere in Workspring. You may not use the Workspring address as your business address or mailing address unless you have purchased an appropriate membership package, in which case we may include your name or business name in the Workspring directory and will assign a secure mailbox for your use.

7. Taking Care of Our Property

You must take good care of all parts of Workspring, its equipment, fittings and furnishings, which you use. You must not alter any part of it. You are liable for any damage caused by you or those in Workspring with your permission or at your invitation.

OUR AGREEMENT

8. No Third Party Furniture and Equipment

You must not install any furniture or workspace equipment, cabling, IT or telcom connections without our consent, which we may refuse at our absolute discretion for any reason or no reason.

9. Entry Cards, Keys and Security

Any entry cards, keys or passwords which we issue to you or let you use, remain our property at all times. You must not make any copies of them or allow anyone else to use them without our consent. Any loss must be reported to us immediately and you must pay the cost of replacement cards or keys and or changing locks, if required, in accordance with the Key/Card Acknowledgement Receipt. If you are permitted to use Workspring outside normal working hours it is your responsibility to lock the doors to your accommodation and to Workspring when you leave. For your personal security, and for quality assurance purposes, we may maintain video surveillance in areas of Workspring and entryways and maintain a record of all entry and exits.

10. Comply with the Law

You must comply with all relevant laws and regulations in the conduct of your business. You must not do anything that may interfere with the use of Workspring by us or by others, cause any nuisance or annoyance, cause an increase in the insurance premiums we have to pay or cause damage to us or to the owner of any interest in the building which controls Workspring. You acknowledge that (a) the terms of the foregoing sentence are a material inducement to us for the execution of your agreement and (b) any violation by you of the foregoing sentence shall constitute a material default by you hereunder, entitling us to terminate your agreement.

11. Insurance

It is your responsibility to arrange insurance for your own property and liability to your employees and to third parties. We are not responsible for loss or damage to any of your personal items or work product.

12. Our Access to Your Assigned Accommodations

We can access your workspace accommodation at any time unless this access is specifically restricted as a part of a separate agreement. However, unless there is an emergency, we will, as a matter of courtesy try to inform you in advance when we need access to carry out testing, repairs other than routine inspection, cleaning and maintenance. We will also respect security procedures to protect the confidentiality of your business.

13. Availability and Reservation

Workspring contains certain workspaces in the Forum or Library that may be reserved by members on a first come, first served basis at no additional charge. Workspring contains other reserveable workspaces and meeting areas that may be booked by members at an additional cost. You must make all bookings for reserveable workspaces and meeting spaces through our online member management system or through our Workspring Host. If for any reason we cannot provide the accommodations at the time you request, we will have no liability to you for any loss or damages.

14. Suspension of Services

We may, by giving you notice, suspend the provision of services (including access to the workspace accommodation) for reasons of political unrest, strikes, or other events beyond our reasonable control, in which event payment of the standard fee will also be suspended for the same period.

15. Our Liability

We are not liable for any loss as a result of our failure to provide a service as a result of mechanical breakdown, strike, delay, failure of staff, termination of our interest in the building containing Workspring or otherwise unless we do so deliberately or are grossly negligent. We are also not liable for any failure

until you have told us about it and given us reasonable time to get it right. You agree (a) that we will not have any liability for any loss, damage or claim which arises as a result of, or in connection with, this agreement and/or your use of the services except to the extent that such loss, damage, expense or claim is directly attributable to our deliberate act or our gross negligence (our liability); and (b) that our liability will be subject to the limits set out in the next paragraph. We will not in any circumstance have any liability for loss business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss. We strongly advise you to insure against all such potential loss, damage expense or liability.

16. The Nature of the Agreement

This agreement is the commercial equivalent of a club membership. The entire Workspring remains our property and in our possession and control. You acknowledge that this agreement creates no tenancy interest, no leasehold estate nor other real property interest in your favor with respect to the accommodation. We are licensing you only the right to share the use of the Workspring so that we can provide the services to you. The agreement is personal to you and cannot be transferred to anyone else. We may transfer the benefit of your agreement and our obligation under it any time.

17. Duration and Rate Guarantee

This is a month-to-month agreement. The standard monthly access fee stated in the Purchase Summary is fixed for 12 months from the Agreement Start Date. Thereafter, the standard monthly access fee shall be equal to the then current market price for your membership type.

18. Bringing Your Agreement to an End

Membership cancellation can occur at any time. If cancelled after the 5th of the month, that month is not reimbursed.

19. Ending your Agreement Immediately

(a) Workspring may put an end to your agreement by giving you notice for the following reasons:

- you become insolvent, go into liquidation or become unable to pay your debts as they fall due;
- you are in breach of one of your obligations which cannot be cured;
- we have given you notice to cure and you have failed to cure within fourteen days of that notice;
- your conduct—or that of your guests or invitees—is determined by us, in our sole and complete discretion, to be unsafe and potentially harmful to you, us, or any other members or guests, or is damaging to the reputation of the Workspring.

(b) If we put an end to the agreement for any of these reasons, it does not put an end to any outstanding obligations you may have and you must:

- pay for additional services you have used;
- pay the standard fee for the remainder of the period for which your agreement may have lasted had we not ended it;
- and indemnify us against all costs and losses we incur as a result of the termination.

20. If Workspring is Not Available

In the event that we are no longer able to provide the accommodations at Workspring stated in this agreement then the agreement will end, and you will only have to pay standard access fees up to the date it ends and for the additional services you have used. We will try to find suitable alternative accommodation for you at another Workspring.

21. When Your Agreement Ends

When this agreement ends, you must return all entry cards. If you leave any of your own property at Workspring, we may dispose of it in any way we choose without owing you any responsibility for it or any proceeds of sale.

22. Employees

While your agreement is in force and for a period of six months after it ends, you must not solicit or offer employment to any of our staff. If you or an entity affiliated with you hire our staff, we estimate our loss at the equivalent of one year's salary for each of the employees concerned and you must pay us damages equal to that amount.

23. Notices

All formal notices must be in writing.

24. Confidentiality

The terms of your agreement are confidential. Neither party will disclose them without the other's consent unless required by law or an official authority.

25. Indemnities

You agree to indemnify us with respect to all liability, claims, damages, losses, and expenses which may arise (except to the extent caused by our gross negligence or willful misconduct) if someone dies or is injured while in the accommodation you are using from a third party with respect to your use of Workspring and the services. If you do not comply with the terms of your agreement, you must also pay any cost, including reasonable legal fees, which we incur in enforcing your agreement.

26. Data Protection

You agree that we may process, disclose or transfer any personal data, which we hold or in relation to you provided that in doing so we take such steps as we consider reasonable to ensure that it is used in accordance with our privacy agreement and local laws governing personally identifiable data, but only:

- to fulfill our obligations under your agreement;
- for work assessment and fraud prevention;
- or to make available information about new or beneficial products and services offered by us and other organizations, which we consider may be of interest to you.

27. Applicable Law

Your agreement is interpreted and enforced in accordance with the laws of the state in which the Workspring identified in the Purchase Summary is located. We both accept the exclusive jurisdiction of the courts where the Workspring is located.

28. Payment of Membership Fees

The standard membership access fees and service packages are payable in advance, in full, on the 1st day (or such other day we designate) of each month. Workspring bills for the coming month so you are always one month ahead in payment. For monthly recurring charges, you must authorize us to take payment via credit card on the 1st day of each month. You agree to pay promptly (a) all sales, use excise and any other taxes we are required to collect from you to pay to any governmental authority and (b) and local taxes we are required to collect that are attributable to the accommodation, including, without limitation.

29. Payment of Additional Service Fees

Fees for additional, à la carte services are invoiced at the point of sale or in arrears in accordance with our published rates from time to time and payable on the 1st day (or such other day as we designate) of the month following the calendar month in which the additional services were provided. The standard fee is payable for every day that your agreement is in existence, including Saturdays, Sundays and public holidays.

30. Late Payment

If you do not pay fees when within 5 days of the due date, we may charge a late fee equal to 10% of the outstanding balance and interest at 18% per annum on uncollected balances thereafter. If you dispute any part of an invoice you must do so in writing no later than 10 days from the due date. You must pay any amount not in dispute by the due date. You will pay a fee of \$35.00 for the return of any payment for insufficient funds.

31. Subordination

Your agreement is subordinate to our lease with our landlord and to any other agreements to which our lease with our landlord is subordinate.



PURCHASE SUMMARY

I have read the terms of this agreement and agree to abide by these terms.

.....
member signature

.....
date

.....
workspring signature

.....
date