COWORKING MEMBERSHIP AGREEMENT

Thynk Global is an affordable workspace that helps entrepreneurs and side-hustlers get sh*t done without breaking the bank. We help our members thrive by providing flexible spaces, a conscious, purpose-driven community, pop-up retail space, and resources & training.

NOTE: Our Terms & Conditions may be long and downright boring, however, we highly recommend that you read it carefully to understand your rights and protections, as well as ours. Please contact us at membership@thynkglobal.com should you have any questions or concerns about the following information.

PAYMENT TERMS & OPTIONS

All members are required to register under OfficeRnD Coworking Management System.

Important Notes & Dates:

MEMBERSHIP PAYMENTS

- All membership payments are due on a recurring monthly basis
- All membership payments are due on the first of each month
    - The first month is prorated if start day is after the 1s
- All memberships require a deposit equal to the membership level
    - This deposit will go toward the last month of membership
- Thynk Global reserves the right to adjust rates and change membership plans with a thirty (30) day written notice to members

MEMBERSHIP-SPECIFIC DETAILS

- Pop-Up Retail Membership payments are due on a quarterly basis. All three (3) months of membership must be paid in full upon signing
- OG Founding Members are locked in at the $87/month fee for life. In the event that an OG Member cancels their membership and attempts to rejoin, that member will lose their lifetime status and will be expected to pay the current Thynk Global rates for that respective membership level

LATE FEES & CANCELLATION

- Thirty (30) day cancellation notice is required for all memberships

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- Thynk Global reserves the right to charge late fees and/or withhold services if payments are not received on-time
    - Members are charged a 5% late fee if invoice/payment is processed on or after the 5th day of each month. On the 8th day at 8:00am, membership will be terminated if payment has not been completed

PAYMENT METHODS

- All memberships must be linked to a Bank Checking Account or Credit Card (all major credit cards accepted).
- Cash is not an acceptable form of payment

MEMBERSHIP FEATURES & BENEFITS

Below are some, but not all, of the benefits members receive as part of their membership:

Virtual Members: $54/month (all-inclusive)

- Professional Mailing Address
- White-Glove Mail Service
- Discounted Drop-In Days ($15/day)

All Coworking Memberships:

- All-inclusive pricing (what you see is what you get)
- Access to space M-F 8am-6pm
- Concierge Service
- Designated Productivity Hours
- High Speed Wi-Fi
- Community Events/Partnerships
- Business Development
- Funding Resources

OG Founding Members: $87/month (all-inclusive)

- Lifetime price of $87/month

Coworking Members: $109/month (all inclusive)

- 1 Complimentary guest/mo.

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Coworking + Virtual Members: **$153/month (all inclusive)**

- Professional Mailing Address
- White-Glove Mail Service
- 3 Complimentary guests/mo.

Pop-Up Retail Members: **$549/month (all-inclusive)**

- Professional Storefront Address
- White-Glove Mail Service
- Branded Retail Signage

TERMS OF USE

1. ACCEPTANCE OF TERMS

The services The Doyenne Company, LLC DBA Thynk Global ("**Thynk Global**") provides to you, the undersigned Member, including but not limited to building access, use of shared office/space workspace, access to Internet, and the other Services listed below, are subject to the following Terms of Use ("TOU").

Thynk Global reserves the right to add, delete or amend the TOU at any time. Thynk Global will attempt to contact you to notify you of any updates within 30 days of your enactment using the contact information provided in the Membership Agreement. Members' continued use ("Membership") of Thynk Global facilities/services following any changes to the Agreement constitutes your acceptance of such new term(s).

The most recent TOU will be posted online and made available upon request. Members will abide by the TOU, as well as other terms determined by Thynk Global staff, which may be communicated verbally, by email or written notice.

Thynk Global is a subsidiary of The Doyenne Company, LLC.

2. DESCRIPTION OF SERVICES

Thynk Global may provide you with access to shared office and workspace, Internet access, office equipment, conference space, creative space, knowledge resources, pop-up retail space, after-hours events, seminars, and other services as Thynk Global may provide from time to time (collectively, "Services").

The Services at all times are subject to the TOU.

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3. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Thynk Global server, or the network(s) connected to any Thynk Global server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Thynk Global server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this TOU and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

4. USE OF SERVICES

You agree that when participating in or using the Services, you will not:

a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise);
b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Thynk Global Services;
d. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not Thynk Global as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
e. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes copyright, trademark, patent, trade secret, or other proprietary right of any party;
f. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
h. Restrict or inhibit any other user from using and enjoying the Services;

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i. Violate any code of conduct of other guidelines which may be applicable for any particular Service (including the Building Rules for 311 NW 72nd Terrace);
j. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party; k. Violate any applicable laws or regulations; and l. Create a false identity for the purpose of misleading others.
k. Violate any applicable laws or regulations; and
l. Create a false identity for the purpose of misleading others.

5. INFORMATION DISCLOSURE

Thynk Global reserves the right at all times to disclose any information about you, your participation in and use of the Services as Thynk Global deems necessary to satisfy any applicable law, regulations, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Thynk Global's sole discretion.

6. CONFIDENTIALITY

You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by Thynk Global, The Doyenne Company, LLC, ("The Doyenne"), or any participant or user of the Services or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature.

Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Thynk Global or The Doyenne's, any analyses, compilations, studies or other documents prepared by Thynk Global or The Doyenne or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or has reason to know should be treated as confidential.

Your participation in and/or use of the Services obligates you to

a. maintain all Confidential Information in strict confidence;
b. not to disclose Confidential Information to any third parties;
c. not to use the Confidential Information in any way directly or indirectly detrimental to Thynk Global, The Doyenne Company, LLC or any participant or user of the Services.

All Confidential Information remains the sole and exclusive property of Thynk Global or the respective disclosing party. You acknowledge and agree that nothing in this TOU or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any

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patent, copyright or other Thynk Global intellectual property or proprietary rights of Thynk Global, The Doyenne, or any participant or user of the Services.

7. PARTICIPATION IN OR USE OF SERVICES

You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that Thynk Global does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

8. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by applicable law, Thynk Global provides the services "AS IS" and with all faults, and hereby disclaim with respect to the services all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence.

There is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality or arising out of participation in or the use of the services, remains with you.

9. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND OTHER DAMAGES

To the maximum extent permitted by applicable law, in no event shall Thynk Global or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Thynk Global, and even if Thynk Global has been advised of the possibility of such damages.

Because some states/jurisdictions do not allow the exclusion or limitation of liability, for consequential or incidental damages, the above limitation may not apply to you.

10. LIMITATION OF LIABILITY AND REMEDIES

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Thynk Global or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers,

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agents, shareholders, members, representatives, employees, successors and assigns under any provision of this TOU and your exclusive remedy for all of the foregoing shall be limited to actual damages incurred by you based on reasonable reliance up to ten dollars (USD $10.00).

The foregoing limitations, exclusions and disclaimers (including sections 8 and 9 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

11. TERMINATION

Thynk Global reserves the right to terminate any Service or Membership at any time. Thynk Global further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU.

12. INDEMNIFICATION

You release, and hereby agree to indemnify, defend and save harmless Thynk Global and Thynk Global's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses, judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services.

You further agree in the event that you bring a claim or lawsuit in violation of this agreement, you shall be liable for any attorneys' fees and costs incurred by Thynk Global, The Doyenne Company, LLC or its respective officers and agents in connection with the defense of such claim or lawsuit.

13. SEVERABILITY

In the event that any provision or portion of this TOU is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

14. INSURANCE

Thynk Global will carry General Liability insurance. As a user, it is strongly suggested that you carry a Renters Insurance policy to cover your own equipment while using our space. That policy may cover your current residence/office, as well as the premises of Thynk Global.

I hereby acknowledge that I have read and understood all of the terms and conditions contained in this TOU and further agree to be bound to the TOU regarding my participation in and use of the Services.

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15. SEXUAL HARRASSMENT

Thynk Global believes that you should be afforded the opportunity to work in an environment free of sexual harassment. Sexual harassment is a form of misconduct that undermines the member relationship. No member, either male or female, should be subjected verbally or physically to unsolicited and unwelcomed sexual overtures or conduct.

Sexual harassment refers to behavior that is not welcome, that is personally offensive, that debilitates morale and, therefore, interferes with work effectiveness. Behavior that amounts to sexual harassment will not be tolerated and may result in disciplinary action, up to and including immediate cancellation of services.

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