

HUCKLETREE

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Terms & Conditions for

**PRIVATE
OFFICE
MEMBERSHIP**

Definitions

In addition to the definitions listed below, the definitions used in the Membership Agreement shall have the same meaning in these Terms & Conditions unless the context denotes otherwise.

Access Card	A physical access card provided by Huckletree to each Member to access the Huckletree Location where your Workspace is allocated.
Community Manager	The Community Manager of your Huckletree Location and your contact person managing your membership and dealing with any requests, issues or concerns.
Confidential Information	All information, know-how, prices, processes, initiatives, business information, trade secrets, technology, customers and prospects of Huckletree or You or any of our or Your subsidiaries, be they fully or partly owned.
Day Pass	A single use pass that can be purchased to grant use of the location during the Huckletree Working Hours.
Flexshare	Purchase of an additional Access Card
House Rules	The rules set out in the Huckletree 'House Rules' document and any other additional rules that may be designated as such by Huckletree from time to time.
Huckletree Location	A Huckletree workspace, where "your Huckletree Location" means the Huckletree Location that your membership is established within, and where you carry out your business.
Huckletree Working Hours	From 8.30am to 6pm Monday-Friday and with the exception of Bank Holidays and the Christmas / New Year period.
Members	Any individuals, including your Team Members, Huckletree staff and any other individuals with access to your Huckletree Location via their personal Huckletree Location access card.
Members Portal or Membership Portal App	The private online area of the Huckletree Workspace. This is where Huckletree Members make all changes to their Membership Plan and profile or purchase any additional services.
Membership Term	The term defined (in months or years) within your Membership Agreement.
Membership Agreement	The document entitled 'Membership Agreement' made between You and Huckletree and which shall be deemed to include these Terms & Conditions. For the avoidance of doubt, therefore, all references in these Terms & Conditions to your Membership Agreement shall be deemed to include these Terms & Conditions.
Membership Plan	The type of the Workspace specifically determined in your Membership Agreement with Huckletree and any related service provisions as set out in detail in your Membership Agreement.
Notice Period	Three (3) full calendar months' as the required length of time to inform Huckletree of your Membership Agreement termination date.
Private Office	A private office space within your Huckletree Location.
Team Admin	The named Team Member who is permitted to make changes to your Membership Agreement and/or give notice to terminate your Membership Agreement on your behalf or any other authorized representative whose name has been notified to us beforehand as having such authority.
Team List	The list of your team members as found in the 'My Team' tab on your membership portal.

Team Member	Each member of your team that has been set up for a membership and who may receive an Access Card to your Workspace and other benefits, each of whom are bound by the terms of your Membership Agreement.
Terms & Conditions	The terms and conditions contained herein.
us or we or Huckletree	The Huckletree entity as described in your Membership Agreement.
Workspace	Your desk(s) at your Huckletree Location within your Private Office
you or your	The individual or company listed in your Membership Agreement as being the Member and all employees and workers employed or contracted by that individual or company.

Huckletree Membership Terms & Conditions

Member Services

Subject to the terms of your Membership Agreement and these Terms and Conditions, your Huckletree membership will provide you with:

1. Access to your Workspace with your Access Card as specified on your Membership Agreement. Access times may vary between Huckletree's different membership plans.
2. Daily cleaning of the Workspace.
3. Use of Wi-Fi Internet services and all general utilities.
4. Access to meeting rooms with Audio Visual facilities (location and room dependent). Depending on your membership plan, and always subject to availability, you may be entitled to a number of meeting room hours per month as specified in your Agreement. This allowance can only be used towards a dry hire of the meeting rooms at your Huckletree Location and may not be put towards catering or any other optional add ons, or rolled over from month to month. If you use a meeting room without credit you agree that you are subject to the room at the listed price.
5. Access to the communal Workspace kitchen, which we will keep stocked with tea and coffee.
6. Paid use of our printers.
7. Acceptance of mail and deliveries during Business Hours, which may be subject to a monthly service fee dependent on membership type and passing Huckletree's anti money laundering checks.
8. Access to the Workspace events schedule and members-only benefits and promotions.
9. Use of any other Huckletree services, based on availability. Additional costs may apply.

Provision of Services

1. You have an exclusive right of access to and use of your Workspace. You may only have as many people working in your Workspace as equals the number of Team Members which you have agreed to pay for as part of your Membership Plan, unless you have purchased a Flexshare upgrade as part of your Membership Plan.
2. We shall not be liable for any loss or damage arising as a result of our failure to provide a service where that loss or damage (i) was caused due to a termination of our interest in the building containing your Workspace, (ii) was a loss or damage against which you had obtained insurance, or (iii) was caused by a Force Majeure. In this regard, Force Majeure has the meaning given to it in the section further below entitled "Force Majeure".
3. We aim to always provide internet access in our Workspaces. However, there may be times when the internet is slower than we would like it to be or not working at all. We will use reasonable endeavors to resolve issues as quickly as possible.
4. Other than in respect of death, personal injury, fraud or wilful misconduct, Huckletree shall have no liability to you in respect of any act, omission, neglect, delay or default by us or any of our employees, contractors or agents. For the avoidance of doubt, nothing in your Membership Agreement shall be deemed to have the effect of excluding or limiting our liability for death, personal injury, fraud or wilful misconduct.
5. We will not in any circumstances have any liability (whether in contract, tort (including negligence), for breach of statutory duty or otherwise) for any loss of business, loss of revenue, loss of profits, loss of production, loss of anticipated savings, loss of or damage to data (or software or hardware), loss due to third party claims, loss of internet access, loss of operation time, loss of goodwill or reputation, loss of opportunity, or for any indirect, special or consequential loss or damage, in any such case howsoever arising.
6. Subject to the provisions of paragraphs 2 – 5 (inclusive) above of this section entitled "Provision of Services", our total liability to you arising from or in connection with your Membership Agreement and in relation to anything which we may have done or not done in connection with your Membership Agreement

(and whether the liability arises because of damage or loss caused by our negligence or the negligence of our employees, contractors or agents, or because of breach of contract or for any other reason) shall be limited to the fees paid or payable by you in the twelve-month period immediately preceding the event giving rise to such liability (or, in the case of a series of connected events, the first of such events). If twelve months have not been completed, then our liability to you shall be limited to the number of months that you have paid fees for (up to a maximum of twelve months).

7. If for any reason we cannot provide the services stated in your Membership Agreement by your Start Date for reasons beyond our control, we shall have no liability to you for any loss or damage. We will not charge you any fees until the services become available.
8. The services offered are always subject to the terms of your Membership Agreement.

You Agree To The Following

Our Rights

1. We are entitled to access your Workspace, with notice, for cleaning, maintenance, safety or emergency purposes. When accessing your Workspace for cleaning, maintenance, safety or emergency purpose, we will endeavor to cause no unreasonable disruption and (except in the case of emergency) consult with you regarding appropriate time for access.
2. We reserve the right to employ CCTV to monitor the security of Members using the Workspace.
3. In no way does your membership with us constitute a lease agreement.
4. In case of a dispute between you or one of your Team Members and another Member, we are under no responsibility to mediate or participate in the dispute.

Your Team

1. You are responsible for maintaining the accuracy of the names of your Team Members on the Members Portal.
2. If you anticipate any changes to the individuals designated as Team Members, the Team Admin must promptly inform the Community Manager of your Huckletree Location.
3. Only the individuals set out in the Team List on the Members Portal will be deemed to be Team Members with the right to access your Workspace and to the benefits described in your Membership Agreement. All team changes must be notified in writing to the Community Manager with full details of the required changes to ensure member lists are up to date.
4. If the number of Team Members on the Team List or accessing the Workspace exceeds the number allocated by your Membership Agreement, you will be required to pay additional fees. We reserve the right to limit the number of additional Team Members in connection with your Membership Agreement as we see fit.
5. All new Members must attend an induction session, to be booked in with the Community Manager of your Huckletree Location upon joining. This induction session will include an overview of your Membership Dashboard, fire evacuation training and other safety briefings. This induction must take place before a new member is given their access card.

Availability

1. We have the right to determine appropriate capacity levels so as to ensure that all Members receive an optimum experience of their use of your Huckletree Location.
2. You acknowledge that we may require you to move to a different office to accommodate the efficient use of space. We will ensure that the alternative office space is of a reasonable equivalent size and quality to the Private Office or greater. Prior notice of any such request will be provided to the Team Admin in writing no less than 4 weeks before any such alterations come into effect. If no suitable office space is available within your Huckletree Location or at any other location within our portfolio, we may reserve the right to terminate your Membership Agreement on no less than 4 weeks' prior written notice.
3. Access to other Huckletree Locations will be granted in the requested Huckletree Location but subject to availability and building restrictions. Meeting room bookings are to be made via the Membership Portal App or at the Huckletree Location's reception.
4. The freezing of any membership is at the discretion of Huckletree

Your Obligations

1. Office use of a retail nature, involving frequent visits by members of the public, is not permitted.
2. You will not operate a business which competes with our business in any way (including, but not limited to, shared workspaces, membership clubs or office rental).
3. You and your guests agree not to use the name, logo, trademarks, photographs or other identifying features of Huckletree and its affiliates without obtaining prior written approval of Huckletree.
4. You will comply with all relevant laws and regulations in the conduct of your business.
5. You will not do anything that may interfere with the use of the Huckletree Workspace by us or by others, cause any nuisance or annoyance, increase the insurance premiums we must pay or cause loss or damage (directly or indirectly) to us or to the owner of any interest in the building which contains the Huckletree Workspace.
6. You are liable for all direct damage (and resulting costs) caused by you or your employees, contractors or agents or by those in your Huckletree Location who are there with your permission or at your invitation, provided that such damage was caused by the negligence or wilful default of you or any such persons.
7. You will not operate any equipment within your Huckletree Location that has a higher heat output or electrical consumption than in a typical personal office environment, or which would place excessive strain on our electrical, IT, HVAC or structural systems, without prior written approval from the Community Manager of your Huckletree Location (such approval to be given at his/her sole discretion).
8. You will not use the internet connection to host, spam or access inappropriate adult material or conduct illegal activities. Huckletree requires Members to always comply with the UK's Digital Economy Act 2017 (or any equivalent piece of legislation in the legal jurisdiction in which your Huckletree Location is situated) when using the Huckletree Workspace internet connection.
9. You will not connect any computer or network peripheral equipment such as, but not limited to, access points, switches, firewalls, printers, scanners, radio equipment or any other similar items of equipment to the Huckletree network without prior written approval from the Community Manager of your Huckletree Location (such approval to be given at his/her sole discretion). Any equipment which is found to be installed and connected to the Huckletree network without proof of our written consent may be immediately disconnected from the network and physically removed without further notice.
10. You will not attempt to gain access to any computer systems or Huckletree networks or attempt to obtain any materials or information not intentionally made available to all Huckletree users.
11. You will not use Huckletree in connection with any unlawful or immoral activity or perform any activity likely to be disrupting or dangerous to other members.
12. Members will only receive a membership access card once they have attended an induction session.
13. You will ensure all Team Members keep access cards secure and will not duplicate or share them with others. You agree to pay the replacement fee if any access cards are lost or damaged. Upon termination of your Membership Agreement, all access cards must be returned, or a replacement fee will be charged.
14. You will notify us promptly of any changes to your Team Members or Membership Plan.
15. You will not allow any guest(s) to enter the building without registering such guest(s) according to our policies.
16. You will not allow any guest(s) to enter the building outside of our working hours without prior written permission from the Community Manager of your Huckletree Location.
17. Unless approved in advance by the Community Manager of your Huckletree Location, minors are not permitted within the Workspace.
18. Any event space credit given as part of a membership deal may only be used within 3 months of issue and within our working hours as agreed with the Community Manager. Any bookings outside of working hours are subject to hire fees and additional charges.
19. You will not film or take photos for promotional purposes within any Huckletree Locations, including within your Huckletree Location, without completing all required paperwork and receiving prior written approval from the Community Manager of your Huckletree Location.
20. It is your responsibility to read all email newsletters from us as they may contain information relating to changes in service fees or other elements of your Membership Agreement. If you do not contact us, then you will be deemed to have accepted these changes.
21. We may disclose information about you or your Team Members as necessary to satisfy any applicable law, regulation, legal process or government request, provided that we seek the prior written consent of the Team Admin if possible (such consent not to be unreasonably withheld or delayed). If this is not possible prior to disclosure to a third party, we will inform the Team Admin in writing not less than 7 days thereafter.
22. You consent to our non-exclusive, non-transferable use of your Member Company name and/or logo in connection with identifying you as a member company of Huckletree, alongside those of other Member companies, on a public-facing "Membership" display in our Workspace, as well as in video and other marketing materials. You warrant that your logo does not infringe upon the rights of

- any third party and that you have full authority to provide this consent. You may terminate this consent at any time upon giving thirty (30) days' prior written notice.
23. You will not misrepresent yourself to any Huckletree Member or any member of our Community Management Team.
 24. You are responsible for leaving your Workspace and the communal space (including meeting rooms) in a tidy state and condition. This includes consuming any hot food within the kitchen and surrounding breakout areas only. Any spillages, breakages and/or resulting accidents through wilful misconduct, negligence or misuse by you or your employees, contractors, agents or invitees are your responsibility and you are liable for all resulting repair and replacement costs.
 25. You or we may be exposed to Confidential Information whilst at Huckletree. You and we both agree to keep all such information confidential, except where compelled by competent legal authority to disclose it.
 26. The terms of your Membership Agreement are confidential. You agree not to disclose them without our consent unless required to do so by law or an official authority. This obligation continues after your agreement ends.
 27. At Huckletree, you will treat everyone, including your Team Members, other Huckletree Members and all Huckletree employees, with dignity and respect always. You will not bully or harass anyone, nor use any language or otherwise act in any manner which contravenes any provision of the UK's Equality Act 2010 (or any equivalent piece of legislation in the legal jurisdiction in which your Huckletree Location is situate), whether in connection with age, disability, gender, gender reassignment, pregnancy and maternity, race, sexual orientation, religion or religious belief, or otherwise.
 28. You are responsible for payment of any charges incurred by your Team Members resulting from the use of any listed Huckletree services, such as meeting room bookings, product purchases and lost access card charges.
 29. Your Team Admin is responsible for ensuring that all of your Team Members comply with all House Rules and with all rules, policies and/or procedures that are specific to your Workspace, and you agree that in the event of any penalty or fine resulting from the breach of any such rules, policies and/or procedures, you will be responsible for paying such penalty or fine. We reserve the right to deactivate any Access Card associated with the breach until the breach has been remedied.
 30. You will not make any structural or nonstructural alterations or installations (including, but not limited to, wall attachments, furniture, IT equipment, and/or glass paneling) in your Private Office or elsewhere in your Huckletree Location without prior written approval from the Community Manager of your Huckletree Location (such approval to be given at his/her sole discretion). In the event that any alterations or installations are made with such approval, you shall be responsible for the full cost and expense of the alteration or installation and, prior to the termination of this Agreement, for the full cost and expense of the removal of all such items and the restoration necessitated by any such alterations, and we shall deduct any such costs not otherwise paid by you from the security retainer. For the avoidance of doubt, only a member of Huckletree's staff is entitled to perform a removal or restoration. This clause shall also apply to your requested alterations or installations made to the Workspace prior to the Start Date.
 31. Upon your departure, we reserve the right to charge additional reasonable costs for any repairs or furniture replacement needed to your Workspace above and beyond normal wear and tear.
 32. If you are a Private Office Member, your Private Office in your Workspace will be repainted and deep cleaned (including carpets and upholstery of all furniture within the Private Office) as standard procedure when you leave. This cost and any other costs agreed during the check-out process will be deducted from your security retainer at the end of your term. If you leave any property in your Workspace or in the communal areas of your Huckletree Location, we may dispose of it in any way we choose without owing any compensation to you and will charge you a waste collection fee. You acknowledge and agree that those charges shall be calculated on the basis of Huckletree completing the works using its own contractors.
 33. You hereby agree to release, and hereby agree to indemnify and defend Huckletree, its affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives and employees, from and against all third party claims and resulting liabilities, losses, damages, costs (including reasonable legal fees), expenses, judgments, fines and penalties based upon or arising out of your negligent actions, negligent omissions, wilful misconduct and fraud in connection with the participation in or use of the services hereunder.
 34. Any recommendations or suggestions given by any member of Huckletree's staff cannot and should not be relied upon and must not be considered to be formal advice. Neither Huckletree, its Community Manager nor any other member of Huckletree's staff shall have any liability to you in respect of any assistance given to you, be it relating to your business or otherwise, and you agree and hereby do indemnify Huckletree, its Community Manager and all its staff in respect of any claim or liability which arises in respect of such assistance.
 35. Your obligations to indemnify and/or defend under this Membership Agreement is conditioned upon us:
 - A. providing written notice to you of any third-party claim within 30 days after we have actual knowledge of such claim;
 - B. permitting you to assume full responsibility and authority to investigate, prepare for and defend against any such claim;
 - C. assisting you, at your expense, in the investigation of, preparation for and defense of any such claim; and
 - D. not compromising or settling such claim without your prior written consent (such consent not to be unreasonably withheld or delayed).

36. Your total aggregate liability to us arising from or in connection with your Membership Agreement, including in respect of any indemnity, and in relation to all and anything which you may have done or not done in connection with your Membership Agreement (and whether the liability arises because

of breach of contract, negligence or for any other reason (excluding fraud or wilful misconduct)) shall be limited to the total aggregate amount of the Membership Fees, Setup Fees and security retainer that would be payable under your Membership Agreement over the course of a 12-month term.

Term & Termination

Term

The term of your Membership Agreement specified in the definition of Membership Term in your Membership Agreement. The Membership Term will commence once we have received your first month's fees, your Setup Fees (where applicable) and security retainer (where applicable). If your Start Date is a Business Day, you will be entitled to move into your Workspace on the Start Date. If your Start Date is not a Business Day, you will be entitled to move into the Workspace on the first Business Day after the Start Date. We will endeavor to return the security retainer (less any deductions) to you without interest within sixty (60) days following the end of your Membership Term.

Cancellation Prior to Your Start Date

Should you cancel your Membership Agreement prior to your Start Date, you agree that your Membership Fee (to the extent paid), Setup Fees (to the extent paid) and security retainer will not be refunded. Should Huckletree cancel your Membership Agreement prior to your Start Date, we agree that any Membership Fee, Setup Fees and security retainer will be refunded in full without any set-off or deduction within 14 days of cancellation.

Forced Delay of Your Start Date

Should your Workspace not be available for use on your Start Date, we will not be subject to any liability, nor will such failure affect the validity of this Agreement. In such event, your Membership Start Date will be delayed until your Workspace is made available to you. We will make all reasonable effort to ensure that you are kept up to date with our opening date. If the delay persists for more than 45 days after the Start Date, we will, in our sole discretion, either (a) provide you with reasonable alternative office accommodation (which will be within Huckletree's portfolio) during such period and charge your membership fee or (b) not charge you the membership fee during the period such space is not available to you.

Changes to Plans

You may upgrade your Membership Plan during your Membership Term, with the change coming into effect on your next payment date and with this triggering a new Membership Term, all subject to the prior agreement in writing of the Community Manager of your Huckletree Location.

Membership, Termination Notices, Continuation

Your Membership Term refers to an amount of full calendar months, where (for the avoidance of doubt) a prorated first month will not count towards this period. You may submit a termination notice in accordance with your Notice Period prior to the expiry of your Membership Term. In such event, the effective date of termination will be the last day of the Membership Term.

For Private Office memberships: A termination notice must be submitted in writing to the Community Manager of your Huckletree Location. If a termination notice is served on the first day of a calendar month, that calendar month will be counted as the first month of the Notice Period. If a termination notice is served after the first day of a calendar month, the immediately following calendar month will count as the first month of the Notice Period.

If a termination notice is not served in accordance with your Notice Period, the Membership Term will be deemed to automatically continue, save that the Membership Fee payable shall be at the then list price or 10% higher than the contracted price (whatever rate is higher) which Huckletree charges Members on a monthly basis at that time (and shall exclude any incentives detailed in the Additional Provisions section of this agreement, and any grants, discounted rates or complementary offers that have been provided for in this Membership Agreement).

Once a termination notice has been received, Huckletree will be entitled to access the Workspace anytime for the purpose of marketing it to prospective new members and brokers.

Removal of Property

You agree to remove all property belonging to your Membership Team from your Workspace prior to the termination of your Membership Agreement. If you have not removed your property on the last day of your Membership Agreement, we will not be held responsible for your personal property and we will be entitled to dispose of such property without prior notice and without liability, and you will have no rights to any claims or demands regarding such property or our handling thereof. Furthermore, you agree to pay any handling fees incurred by us in the removal of your property (and, where applicable, such fees will be deducted from your security retainer).

Changes or Removal of Team Admin

Only one of your company directors will have the authority to override the requests of, or make a change to, your designated Team Admin. If we have not received instructions from a company director, we will use our own reasonable judgment to designate a new Team Admin. We reserve the right to request official documentation of company directorship.

Our Right to Terminate

Huckletree reserves the right to terminate this Membership Agreement and access to your Huckletree Location immediately and without refund if any of the following occur:

1. You fail to comply with the provisions of your Membership Agreement and such fail persists for more than 30 days after written notice from Huckletree requiring you to remedy it; or
2. Your conduct, or that of someone present at your Huckletree Location, is deemed by Huckletree acting reasonably and following investigation to be inappropriate for a professional working environment, unsafe or unpleasant, or to be a form of gross misconduct (including, but not limited to, stealing, misuse of premises for illegal or misleading business practices, vandalism or harassment or any behavior posing risk to persons or property); or
3. Your business is deemed to pose a security risk to the other party's business and to the Workspace (and this can be evidenced).
4. You fail to pay for the services provided (including any Membership Fee) by the due payment date and you have not paid for them within ten business (10) business days of the due payment date; or
5. You become insolvent, go into liquidation (not being a voluntary liquidation for the purpose of, and followed by, a reconstruction or amalgamation while solvent) or become unable to pay your debts as they fall due;
6. Huckletree ceases to have any right to occupy your Huckletree Location or ceases to have any interest in your Huckletree Location; or
7. Huckletree becomes aware of material adverse findings that increase the money laundering or terrorist financing risk profile of you; or
8. Any other material breach of this Agreement, or any behavior, event, or circumstances that in Huckletree's reasonable opinion creates significant operational, legal or reputational risk to Huckletree or other members. This includes (without limitation) any behavior that is rude, aggressive or abusive.

Your Right to Terminate

You may terminate the Membership Agreement if:

1. Huckletree becomes insolvent, goes into liquidation (not being a voluntary liquidation for the purpose of, and followed by, a reconstruction or amalgamation while solvent) or become unable to pay its debts as they fall due; or
2. Huckletree ceases to have any right to occupy your Huckletree Location or ceases to have any interest in your Huckletree Location

If either party terminates this Membership Agreement for any of the above reasons, it shall not terminate any outstanding obligations accrued up to and including the date of termination owed by each party to the other. Save in the case of a termination for the reason listed at no.1 above (insolvency), each party agrees to indemnify the other party against all reasonable and proper costs and losses it incurs as a result of the termination, subject to the limitation of liability of each party in this Membership Agreement.

ADDITIONAL ITEMS

Credits

Huckletree operates on a credit-on-account basis, whereby

a credit will only be issued in the event that the money has been taken in error either by Huckletree or a third party provider operating on its behalf. In instances where an invoice has been paid twice, or a booking has been made in error as a result of user error, your account will be credited and that money will be offset against your next invoice. Credits will be valid for a 3 months period from date of issue only.

Acceptable Payment Methods

Members are required to pay monthly in advance through direct debit. If a Member does not pay via direct debit a monthly administration fee of £50 shall apply subject to adjustment for inflation and any applicable taxes. The direct debit mandate must be completed ahead of the start date along with the security retainer being fully paid. If payment of any fees are not made by the tenth (10th) of the month in which such payment is due, you will be responsible for paying a monthly 5% late charge fee on all overdue invoices. Continued late payment will result in either termination or suspension of your Membership Agreement until payment on all overdue invoices have been made.

Setup Fees

Huckletree reserves the right to charge a standard setup fee on all new Private Office Members (including new members of an existing team).

Business rates

As an occupier of non-domestic space in the UK you are considered liable for business rates and applicable taxes on the space occupied by you in the Workspace. The membership fee is inclusive of business rates, calculated after any reliefs or rebates for which your occupation may be entitled. You hereby appoint Huckletree for the duration of the Membership Agreement to manage and pay the business rates and/or recover any rebates or reliefs due, in respect of the Workspace. Huckletree agrees to pay the cost of any unexpected increases to this liability from external factors and is conversely entitled to any rates reductions secured on the space. To ensure we pay no more than the correct liability associated with your occupation, if requested by us, you will provide any relevant information and sign any relevant documentation regarding business rates within 5 days of a request from Huckletree.

Anti-Money Laundering

You hereby represent and warrant that at all times you and your Members have conducted and will conduct your operations in accordance with all applicable laws that prohibit commercial or public bribery and money laundering (the "Anti-Money Laundering Laws"), and that all funds which you will use to comply with your payments obligations under this Agreement will be derived from legal sources, pursuant to the provisions of Anti-Money Laundering Laws. You will provide us with all information and documents that we from time to time may request in connection with these requirements.

We produce a policy statement that includes our anti-money laundering policy and controls, and also the procedures our business will take to prevent money laundering.

These include:

- details of our approach to preventing money laundering, including named individuals and their responsibilities;
- details of our procedures for identifying and verifying members, and our customer due diligence measures and monitoring checks;
- a commitment to training our employees so that they are aware of their responsibilities;
- a summary of the monitoring controls that are in place to make sure our policies and procedures are being carried out; and
- recognition of the importance of staff promptly reporting any suspicious activity to the nominated officer.

Data Protection

We collect, process, transfer and secure personal data about you and your Team Members pursuant to the terms of our Privacy Notice (which can be found on the following link <https://www.huckletree.com/docs/privacy>) and in accordance with all applicable data protection legislation. We undertake that we comply with the provisions of the UK GDPR and the Data Protection Act 2018 in the UK (or any equivalent piece of legislation in the legal jurisdiction in which your Huckletree Location is situated) ("DPA") and all other applicable laws relating to the processing of Personal Data as defined by the DPA. We will not process, disclose or transfer any personal data which we hold in relation to you unless we consider it to be lawful or to ensure that it is used only to fulfill our obligations under your Membership Agreement or for work assessment, fraud prevention, to update you about any security or health & safety changes to situations within Huckletree Locations, or to make available information about new or beneficial products or services to you.

You hereby (i) undertake to obtain, where necessary, consent from such Team Members to the collection, processing, transferring and securing of data described herein and (ii) confirm that you in fact collect and process all such Team Members' personal data in accordance with applicable law.

Insurance

It is your responsibility to arrange at your own expense all insurances relating to personal property and commercial general liability covering yourself and your Team Members for property loss and damage and injury to yourselves or your guests. We accept no responsibility for any loss of or damage to your personal property (or that of your visitors) while they are using the Huckletree Workspace or any of the services offered. You agree to provide proof of insurance upon request.

Technology Release

In order to make use of all the systems offered at Huckletree, it may be necessary to install software onto a Member's device. 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. You agree that we (including our staff and our affiliates): are not responsible for any damage to any Member's computer

system related to such technical support or the 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. We warrant and undertake that the installation and use by any Team Member of any software that we inform you is necessary to install onto a Member's device in order to make use of all the systems offered at Huckletree will not infringe any intellectual property rights of any third party, and that any technical support that we or an affiliate provide at a Member's request will be provided with reasonable skill and care.

Address Service

We offer a postal address only to which post and parcels may be sent and we do not provide a forwarding service. Under Section 75 of the London Local Authorities Act 2007, we are required by law to keep records of all businesses that have mail held at Huckletree for collection or mail forwarding. In relation to any application for the registered address service, Huckletree will undertake all necessary background checks in order to comply with its statutory and regulatory obligations, whether imposed by local authorities, the relevant tax authorities, anti-money laundering legislation or otherwise, and shall be entitled to share the results of those checks with governmental or other regulatory agencies where it is deemed appropriate or where Huckletree is under other legal obligation to do so.

In the event that the information supplied by a Member with reference to a postal address application is discovered at any time to be inaccurate or incomplete or if the results of any background check are unsatisfactory for any reason, then Huckletree will refuse to grant the application and immediately terminate the service without refunding any unused portion of their registered address service fee. If a Member's application for the registered address service is granted, the Member shall be under a continuing obligation to notify Huckletree of any change to the information given on the application form or any relevant change in circumstances at any time during the period of the Member's use of the registered address service.

Upon termination or expiration of your Membership Agreement, you will complete the deregistration of such address with the relevant local authorities within 30 days of the date of such termination or expiration and shall provide to us an original updated business licence for our review and verification. After such 30-day deadline has elapsed and you have not deregistered your registered address and provided to us proof of the same in the form of an updated business licence, you agree to pay 50% of the price of your Membership Fee for that month to us.

Such fees will be deducted from your security retainer or separately charged to you, in our sole discretion. In the event that such fees are insufficient to compensate us for our losses incurred due to your breach under this Section, we shall be entitled to recover such excess losses from you.

Once your Membership Agreement has been terminated, for a maximum period of 90 days following such termination, we agree to notify you of our receipt of any mail addressed to you or a group company and to hold it pending your collection of it (but, for the avoidance of doubt, such arrangement will expire after the expiry of the 90-day period). A fee of £75 subject to adjustment for inflation and any applicable taxes shall apply for this service. This amount will be automatically deducted from your security retainer at the end of your Membership Term.

Thereafter we will no longer hold any mail or packages delivered to us and you agree that we may dispose of any mail or packages and that you will waive any claim or demands regarding your mail or packages delivered after termination of your Membership Agreement.

Pets

If your Membership and Workspace permits dogs and if you and your members plan on regularly bringing your dog into the Workspace, we may require proof of vaccination and evidence that you comply with local regulations. Huckletree will reserve the right to restrict any Member's right to bring a dog into the Workspace in our sole discretion.

Force Majeure

Neither party shall be in breach of your Membership Agreement nor be liable for any delay in performing, or failure to perform, any of its obligations thereunder (with the exception of any obligations on a Member's part to pay any sum due thereunder) if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that the affected party shall use its reasonable endeavors to resume normal performance.

For the purposes of these Terms & Conditions, "Force Majeure" means, as respects a party claiming same, a condition or conditions beyond the reasonable control of that party, including but not limited to acts of God, mechanical breakdown, internet outage, strike, fire, flood, extreme drought, shortage of supply, disease outbreak, civil unrest, riots, work stoppage, embargo, governmental action or governmental restriction affecting production, or any continuing domestic or international problems such as wars, insurrections or acts of terrorism.

GENERAL

Confidential Information

All Confidential Information disclosed by you or us remains the sole and exclusive property of the disclosing party. You acknowledge and agree that nothing in this Agreement or your participation or use of the services will be construed as granting any rights to you, by licence or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Huckletree or any other Member. You agree to keep the terms of your Membership with Huckletree confidential.

No Assignment

You will not transfer or assign any part of this Membership Agreement or any of your rights or obligations therein without our prior written consent from Huckletree, provided that you may assign to any group company on terms equivalent to this Membership Agreement, such consent not to be unreasonably withheld or delayed (and in this regard, without limitation, it shall be reasonable for Huckletree to withhold consent where Huckletree deems that the financial circumstances of the proposed transferee/assignee are not as strong and secure as your financial circumstances).

For the avoidance of doubt, we shall be free to assign the benefit of this Membership Agreement to any entity and to have that entity assume all of our obligations under this

Membership Agreement, without in any such case requiring your consent.

Interpretation

In the event of any dispute arising as to the meaning or interpretation of the House Rules, the matter shall be referred to Huckletree, whose decision shall be final and without appeal.

Waiver

The failure by a party to exercise or delay in exercising a right or remedy provided by your Membership Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies nor shall it preclude or restrict the further exercise of that right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Severance

If any provision or part-provision of your Membership Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of that agreement.

Governing Law & Jurisdiction

This Membership Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation ("Dispute") shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute.