

Terms and Conditions for Members

###VenturePad Member Agreement

Your access and use of VenturePad (VP) Benefit Corporation's services are subject to the terms and conditions defined in this Member Agreement and the VP Terms of Use (ToU) to which it is attached. VP's mission is to provide a shared, community-driven workspace for independent members. It exists because of you and for you. You will not just be a member of VP, you will also be an active part of the VP coworking community.

####Parties

This Membership Agreement ("Agreement") is made by and between VP and the undersigned Member of VP (henceforward "Member"). This Agreement defines the ToU of VP's space at 1020 B Street, San Rafael, CA (the "Space") and its meetings and Events, to which Members might bring Guests in accordance with the terms of this Agreement.

####Terms of Membership

A Member is permitted access to VP for the general purposes of:

- Gathering socially with other Members and their Guests consistent with the Expectations of Members.
- Conducting business, mentoring and educational activities, including meeting with limited numbers of Guests consistent with the Expectations of Members.
- Hosting private or public events and meetings consistent with the Expectations of Members.
- Using meeting rooms consistent with the Expectations of Members and corresponding to the rules for his/her membership level.
- Accessing the Internet in the VP facility for lawful purposes.

Limits on access and additional benefits apply to this Agreement corresponding to Membership level chosen by the Member. See

the member plan table in the appendix, which is attached hereto as part of this Agreement.

####Services and Plans

As used in this Agreement and the ToU, the term “Plan” shall mean VP’s mix of services grouped together and access to a VP space, office equipment, Internet access, conference space, events, activities, and other services as described in detail in the Membership Plans table in the appendix. This includes Resident, Full, Lite, Community and Day Pass.

VP shall provide you with the Services specified in the Plans that you have purchased. Your use of the Services shall be subject to the terms and conditions of this Agreement and the ToU at all times.

You agree and understand that the use of the Services may be for specific, and limited periods of time as defined in this Agreement.

####Payment

Your payment to VP shall be made by cash, direct debits, checks or credit cards, all in US currency.

Credit card data shall never be stored by VP. All credit card transactions shall be processed only via secure, PCI compliant, third party Internet based online stores and credit card processors. The initial implementation of VP credit card processing shall utilize Satellite Deskworks (software service) and Stripe for credit card processing. While the online store and other VP services may utilize a third party service (such as Satellite Deskworks) and may not utilize the VP domain name (VenturePad.works), any online store or registration web page shall prominently display the VP logo, display the name of the third party (Satellite Deskworks), offer links to the primary VP web site, as well as to web pages linking to the ToU and Membership agreements.

At sign-up and payment time for some services and plans you may have the option to store a credit card for automatic renewal purposes as a convenience to ensure that you have no disruption in access to the Services. You or VP may disable utilization of this auto-renewal function at any time for any reason. The credit card data that is utilized for auto-renewal purposes shall never be stored by VP directly and shall only be stored by the secure, PCI compliant, online payment processor that VP utilizes. The terms and conditions of this optional auto-renewal are applied individually to each of the Services and Plans as specified in the appendix. If an auto-renewal fails to process, you shall be notified via email or phone, and shall have the option to pay through other means.

Time based services such as access to the VP premises shall be considered to start at the later of the receipt of payment or the time period that you have purchased. You shall receive email receipts for all payments received and, as per the ToU, you are required to furnish a working email address at time of sign up to the services and to notify VP of any changes to email address.

Returned or invalid checks shall result in a \$25 surcharge, an immediate suspension of access to the Services and Plans to which the payment was applied, and a recharge of any additional fees charged by any bank or other check processing service to VP due to the returned or invalid check.

All purchases of the Services and Plans are of limited quantity and on a first come, first served basis. VP reserves the right to stop or suspend the sale of any of the Services or any Plans at any time and for any reason at its sole discretion and without notice.

Your use of any of the Services requires that you have an active Service/Plan package . VP may from time to time, and at its sole discretion, offer discounted fees and rates for the Services/Plan Packages or otherwise choose to waive fees associated with a

defined Services/Plan package for ad hoc, promotional, or special usage purposes. Such conditions are at VP's sole discretion only and the fact that VP has offered such a discounted rate or a free pass to another member or to you in the past does not mean that you or any other person are entitled to receive the discounted rate or free pass on other occasions.

You agree that the terms and conditions of the ToU and this Member Agreement apply even if your manner of use of particular VP services does not require a fee.

####Expectations of Members

- Treat other Members, as well as the space, with courtesy and respect.
- Keep current with membership dues.
- Contribute to and participate in the good of community including what YOU have to give, and can include cleaning, marketing, hosting events, teaching classes, or other activities that increase the livability of the space and financial viability of the community.
- Use the space for legal purposes only.
- Only allow Guests in the space when the Member is present and to only permit reasonable Guest access and use of the space. Up to 2 hours per guest allowed per member per diem without additional charge. Beyond 2 hours requires purchase of DayPass per diem.
- Members shall not charge attendees for any products/ services provided by VP while using VP's space or at any event promoted as a VP event (under our aegis).
- Abide by all other rules of conduct or use of the space that VP may establish formally or informally.

####Termination of Membership

- The Member may terminate membership at any time, and will not be subsequently billed. Members whose

membership is terminated by VP will have their current month's dues refunded on a pro rata basis. Voluntarily stopping at any point during the month will not generate a prorated refund for that month. For monthly plans, the minimum amount charged is one month. All outgoing Members agree to do the following immediately upon termination:

- Return any access key or device including file cabinet access.
- Empty their locker (any items remaining after 2 weeks will be donated to a charitable organization).
- If a member receives mail at VP, then a change of address must be filed with the USPS (any mail arriving after 2 weeks will be returned to sender).

Circumstances that may result in VP immediately terminating membership include but are not limited to:

- Abusive behavior or any behavior inconsistent with Members Expectations.
- Behavior that VP believes will result in harm to any Member, Guest, or others.
- Giving a key/keycode to anyone else or allowing non-paying customers, other than the Members' guests, entrance into or use of the space at any time. This is grounds for immediate termination of membership plan.
- Substantial complaints from other Members or Guests.
- Independent decision of VP based on economic or other circumstances.
- The Member agrees that VP's management shall have absolute discretion in determining whether a membership should be terminated.

####Notice Regarding Pets

Bringing pets to the VP space shall be decided on a case-by-case basis. Do not assume you can bring your pet simply due to having seen someone else bring their's.

####Services Summary

Following are the descriptions, terms, and conditions of each of the individual plans offered by VP:

- Dedicated plan: This plan aka Resident, provides a fixed, dedicated desk from the specific set of dedicated desks for your sole use, including when you are not present at VP premises. You have the right to use this fixed desk location solely, though you may request to change your desk location at any time to another open resident desk location. Changing desk location is at the sole discretion of VP and is not guaranteed.
- Common tables: Common tables are tables that may seat multiple individuals and are not specified as assigned resident desk locations. Resident desk locations that have not been assigned may, at VP's sole discretion, be considered common tables.
- Quiet zone: The quiet zone is a room dedicated to working without extended conversations, phone calls, music, videos etc during the hours of 9AM to 6PM. After 6PM this zone may be used as a reserved meeting space or for a members-only space during a public event that is using the cafe. Though it may be booked on occasion for events between 9a-6p.
- Lounge access: The lounge is an informal seating area in the middle of the space. The lounge may be made available to those booking our meeting rooms or our commons cafe.
- Cubby use: Cubbies are available to members only. Contents of cubbies must be removed at the end of use. Cubbies with contents that have been left more than 72 hours at the end of use without prior notification from the

owner, shall have their contents removed and may be donated.

- Conference room reservation: Conference room reservation refers to the meeting rooms for your sole use during a specific, reserved period of time. The large conference room seats 15 and the medium conference room seats 6 and the small 4, and the total users of the rooms including you must not exceed these totals. Meeting room reservations can be booked via our website, and/or by VP employees. Unused conference room hours do not accrue and carry over into the next month.
- Events are lectures, classes, courses and workshops and other events that may be offered from time to time by VP and may require a fee. Access to events may be limited in quantity and offered on a first-come, first-served basis. Some paid events may be only open to users that are 21 and over. Some Plans may include a discount price to these lectures, classes, and events. This discount can be applied to your purchase alone and cannot be used to purchase multiple discounted tickets for other guest attendees. VP will offer members an online accounting of your charges and plan.
- Mailing address: Members may use the VP address for receiving physical mail, as long as it includes the name “% VenturePad” in the address.

####Membership Plans

Membership plans are detailed in the appendix.

Space access terms start on the date designated by the member and end as follows:

Plans are always month to month. However, if an agreement is entered into in advance for a set period of time, then the first month will be the month in which the member signs up, and the first month is always prorated. If the term is for a specific number

of months, the month in which the member starts will be month #1. Example, if the member starts on May 8th, 2019 it shall be deemed to end at midnight May 31, 2019 therefore this first month will be prorated. But then the first full month will follow beginning with June 1, 2019 and ending June 30, 2019. If the member only wanted 1 month, then this would be based on the assumption to have included part of May and all of June for a working example.

When a year is specified as the term of a Plan, the last day of the term shall be midnight of the calendar day of the same month in the following year. Example, if a Membership Plan starts on May 8th, 2019 it shall be deemed to end at midnight May 30, 2020 and not June 2020. Plans shall be offered for purchase on the VP web site, in person, on VP premises, or at any other location VP chooses to promote the Services and Plans using the same names as in the attached table.

VP may from time to time, and at its sole discretion, offer alternative Plans for ad hoc, promotional, or special usage purposes. For example, VP may offer hourly rates for general access, or bundles of conference room time. The conditions of these packages shall be defined on the VP web site and printed material and shall be bound by the same conditions as the other Plans listed in this Member Agreement and the ToU.

####Cancellation and Refund Policy

VP requires 48 hours notice for cancellation for any of the Services or Plans (sent to chris@venturepad.works). At the time of cancellation, VP will refund the unused portion of the Plan, applying the following terms and conditions:

For monthly plans, the minimum amount charged will be 1 month. There are no refunds for early departure within any particular month from VenturePad as regards paid memberships. There are no incremental refunds given over the prorated amount

for any unused services (for example unused conference room time) that are included with the cancelled Services Package.

There are no partial day refunds for Day Passes or Day Pass packs. Members with Dedicated Desks are required to give one-calendar month notice to move out or transfer desks. Notice must be given by the last business day of the month prior to vacating. Example: If a member wants to move out on August 31st, they must give notice to VP on July 31st.

Special Events and other special promotional services may from time to time require more than 48 hours notice for full refund. If advance notice is required, then VP shall prominently display these terms in any place that the Service and or Special Event is described.

Unused conference room and after hours: Meeting room reservations may be refunded on a partial, hourly basis provided the reduction in reservation hours is given with a minimum 48 hour notice or more, otherwise half of the room fees are charged.

####Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Member Agreement shall remain in full force and effect and shall be no way be affected, impaired or invalidated.

####Mediation

Should any disputes arise requiring legal action, all parties involved agree to 3rd party mediation and expense sharing. Such mediation shall take place in Marin County, California.

####GOVERNING LAW

This Agreement shall be interpreted under the laws of the State of California and the United States. Jurisdiction shall be the Superior Court of California. Venue shall be the County of Marin, California.

####NONTRANSFERABLE

The rights and duties under this Agreement are non-transferable and non-assignable without the prior written consent of VP.

####Modification

VP may in its sole discretion, upon written notice, or email notification to the email address associated with the member account, change this Member Agreement and the associated ToU. The terms of this Agreement may be updated or modified by VP at its option. Each Member will be notified of any changes to the Agreement at least 30 calendar days before the changes go into effect. Waiver of Liability All food and drink (including food at parties, lunches, beverages, etc.) consumed socially on the premises is considered to be offered by one Member or Guest to another, and is not in any way warranted, provided or monitored by VP. Each Member agrees to indemnify and hold VP harmless from and against all liability of every kind and nature arising out of food and drink provided by such Member or Member's Guest to Guests and other Members.

Members are solely responsible for loss of and/or damage or theft to their equipment and belongings brought to or used at VP. Member agrees that VP is not responsible for any loss and/or damage or theft of belongings that occur at VP.

For security purposes, VP will have security cameras as well as member identifiable access during off hours. Member understands and acknowledges that use of VP may expose the Member to inherent risks, including accidents, injury, illness, or even death. Member assumes all risk of injuries associated with use of the space.

The Member agrees, for himself/herself and any Guests brought to the space or anyone entitled to act on Member's behalf or direction, to HOLD HARMLESS, WAIVE AND RELEASE VP, its officers, agents, employees, members, organizers, representatives, and successors from any responsibility,

liabilities, demands, or claims of any kind arising out of use of the space.

Member understands and acknowledges that he/she has read and understands this Waiver of Liability and that Member is aware that this is a waiver and a release of liability and voluntarily agrees to its terms.

####Acknowledgements

The Member acknowledges that this Agreement is not a rental agreement and that it does not confer upon the Member any property interest in the space whatsoever.

The Member acknowledges that they have read and understood all of the terms and conditions contained in this Membership Agreement and further agrees to be bound to the Membership Agreement regarding participation in and use of the space.

####Agreement

You hereby acknowledge that you have read, understood, and agreed to all of the terms and conditions of this Agreement and the ToU. This Agreement constitutes the entire and final agreement between VP and the Member and supersedes any and all prior oral or written agreements or discussions.

VenturePad Benefit Corp - Membership Agreement (2019.05.19)

####VenturePad (VP)Terms of Use (ToU)

####Acceptance of Terms Your access and use of VP services are subject to the Terms of Use (“ToU”) as defined herein and in the VP Member Agreement (referred to hereinafter as “Agreements”).

####Services Description VP shall provide you access to VP space, office equipment, Internet access, conference space, events, activities, and other services as specified in the Member Agreement (referred to hereinafter as “Services”) and limited to your chosen membership plan.

You hereby represent and warrant that you are over 18 years of age, 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, and you further represent and warrant that your participation or use of the Services shall not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

####Authorized Usage

As a condition of your use of the Services you agree that when participating in or using the Services, you shall not:

- Violate any code of conduct or other guidelines which may be applicable for any particular service.
- Harvest or otherwise collect information about other VP customers, including email addresses, without the authorization or consent of the disclosing party;
- Use the Services in connection with any violation of state or federal law or regulation;
- Partially or fully obstruct any hallway, entrance, or exit;
- Create any circumstances of disrepair or damage to any VP property or premises;
- Use cellular phones or other communication devices in a manner that is disruptive to other members.
- Park your bicycle or other alternative mode of transport inside the Space without express permission, nor park your car in the outdoor nor covered parking spaces for VP.

####Required Disclosures and Privacy Policy

VP shall not sell information about your participation in the Services to any other third parties. Additionally, VP shall not publish your name in a public member directory without your explicit permission to do so. Permission to publish your name shall be asked during the registration process for the Services and your preference shall be preserved by VP. If you wish to

change your preference you may notify VP at any time of your preference change and VP shall modify your preference and add or remove your inclusion in the member directory within 48 hours. Member directory information shall only be presented on web pages utilizing SSL (https) security.

####VP reserves the right to:

1. Selectively post or remove information or materials from the member directory or other web site presence it maintains;
2. Disclose information about your use of the Services to satisfy applicable legal, regulation, or governmental requests.

####Confidentiality

1. 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 VP, or any participant or user of the Services or any employee, affiliate, or agent thereof, that is non-public, 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 VP, any analyses, compilations, studies or other documents prepared by VP 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.
2. Your participation in and/or use of the Services obligates you to:

- maintain all Confidential Information in strict confidence;
 - not to disclose Confidential Information to any third parties;
 - not to use the Confidential Information in any way directly or indirectly detrimental to VP or any participant or user of the Services.
3. All Confidential Information remains the sole and exclusive property of VP or of 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 patent, copyright or other intellectual property or proprietary rights of VP, or any participant or user of the Services.

####Use and Liability As a condition of your use of the Services, you agree to hold VP harmless from any and all losses and damages resulting from or relating to:

1. Your ability to access or use the Services;
2. Loss of information relating to your use of the Services.

####Termination, Cancellation, and Refunds

Notwithstanding any terms or provisions of the Agreements to the contrary, VP reserves the right to terminate any Service at any time and return the unused portion of any associated fees to you. VP 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 Agreements.

You understand and agree that upon termination:

1. You shall lose all access to the Services;
2. All mechanisms that provide access to the Services shall be disabled;
3. You shall remove any personal property from any VP premises within 48 hours.

You may cancel your use any of the Services at any time through written notice to VP. The conditions of cancellation and any associated refunds or fees are indicated in the Member Agreement.

####Indemnification

You release, and hereby agree to indemnify, defend and save harmless VP, 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, or fraud in connection with the participation in or use of the Services.

####Insurance

VP carries liability insurance. You are not required to have personal insurance but it is strongly suggested that you carry an insurance policy to cover your own equipment and personal property while on VP premises.

####Other Terms and Conditions

As a condition of your usage of the Services, you agree to and understand the following terms and conditions:

1. You understand that VP reserves the right to ask you to remove any items that are unsightly in VP's sole judgment.
2. You understand that access to VP premises is for users of the Services only and not open to the general public. You the member are allowed to bring non-member guests on to VP premises either during your meetings with them, and/or during events that VP identifies as open to the public. A guest is allowed in our space with a member's active engagement and participation with them, and is not allowed to use the space on their own.
3. You are not allowed to bring a number of Guests onto VP premises that exceed the capacity limits of the conference room or space you have reserved, nor exceed 2 hours in any one day for use of the coworking spaces without buying

a Day Pass for your guest. These limits are defined in the Member Agreement.

4. VP reserves the right to deny access to the Services and VP premises to any persons that in its sole judgment may endanger or otherwise harm VP, VP premises, any other user of the Services, or any other person including Guests.
5. Your use of the Services shall keep VP premises clean and you shall not use any facilities or equipment in any manner other than its intended use. Any damage or extra janitorial service that is due to your non-standard use shall be borne by you.
6. ACCESS CARDS and KEYS
 - You shall return any keys or access cards that have been given to you by VP on or before the date of termination of your use of the Services for which they have been provided.
 - You shall not copy any keys or access cards or access codes that may be provided to you by VP for your use of the Services and will maintain confidentiality of any keys, cards and codes.
 - You shall notify VP immediately if you know or come to believe that the confidentiality or security of your access codes or keys has been compromised in order that VP may disable them as soon as possible. VP shall then reissue new access codes and keys to you provided the loss has not been the result of gross negligence. VP reserves the right to charge a replacement fee for any reissued keys and codes. If a fee is required, VP shall notify you of the charge in advance of issuing the replacement.
7. You shall not install any floor covering, furniture, or appliances unless approved by VP and shall ensure that all doors are closed and secured when entering or leaving the building, and will not prop any open.
8. From time to time there may be common access areas not accessible by members during special events. These events will be announced in advance and VP will make every effort

to make work space available to members during such times.

9. You understand that for safety and security reasons VP premises may be under recorded video surveillance at all times and in all areas, both inside and outside, except restrooms. This surveillance may be stored for any period of time by VP. VP shall indicate via sign that video surveillance is active.
10. You shall not represent to any person, entity, or governmental agency any that VP is your employee, employer, agent or partner and/or that VP premises is your residence.

####VP net Policy and Other Usage Terms and Conditions
Wireless Internet access is made available to you for your use while on VP premises. There will be several member Wi Fi networks. Your access to this wireless Internet shall be controlled by a password, individually granted to you for your sole use.

Service interruptions may occur from time to time and shall be handled promptly. VP is not responsible for any loss resulting from such interruptions, including without limitations loss of data or business.

As a condition of your usage of the Services, you agree to and understand the following terms and conditions related to the use of VP Internet and VPnet access:

1. You agree to not share VPnet access with another party without prior written permission of VP.
2. You understand that it is your responsibility to protect your computer equipment and data against theft, virus, or other malicious attack.
3. You shall not transfer any aspect of the Service to another user or person for profit or other use.
4. You agree to not use any of the Services, any access method for the Services, any VPnet, website, or any other

system related to the Services, for purposes that are fraudulent, unlawful, harassing, abusive, or in any way damage or cause risk to the business of VP, VP employees, other VP users, any other person, or any other business.

5.

####Community Behavior Norms

A critical aspect of the VP Services is the community VP users and the professionalism of the shared VP environment. As a conditional use of the Services, you agree to the following terms and conditions regarding the standards of use of the Services and VP premises:

1. You shall maintain a professional, non-disruptive demeanor during your use of any of the Services.
2. You understand that you shall be accountable for the behavior of any Guests that you bring to VP premises and events.
3. Playing of any audible material should always default to use of headphones and not loudspeakers.
4. Conference rooms can only be used if you have reserved them. You additionally agree that you shall return it to a high standard of cleanliness after any use. They can also be used briefly for phone calls if all phone booths are busy.
5. You shall not use your phone in a room or zone of VP premises that is indicated to be a quiet zone via sign or other mechanism. Conference rooms and phone booths are available for private conversations that will not disturb others.
6. You understand that VP is a completely smoke-free environment and shall not smoke within 20 feet of VP premises, especially the front doors, and including any parking lot associated with VP.
7. You agree to keep the kitchen clean and do your own dish cleanup. NO SEAFOOD IN THE MICROWAVE.
8. You agree to label and date your food that you want for personal use only in the VP refrigerator and kitchen area,

and understand that VP may post times that the refrigerator and kitchen shall be cleaned of unlabeled, old or abandoned food.

####Other Terms and Conditions

1. This ToU and the Member Agreement constitute the entire agreement between the parties pertaining to the subject matter contained therein, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.
2. No waiver shall be binding on VP unless executed in writing by an authorized representative of VP.
3. Nothing in this ToU or the Membership Agreement shall be construed as creating any of the following relationships:
4. Landlord - tenant;
5. Employer-employee;
6. Principal-agent;
7. Owner-independent contractor;
8. Entity-stockholder;
9. Partners.

####Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Agreement shall remain in full force and effect and shall be no way be affected, impaired or invalidated.

####No Assignment

You shall not assign in whole or in part your use of the Services

or your rights under the Agreements without the advance written consent of VP.

####Notice

As a condition of your use of the Services, you shall provide VP with your current mailing and email address at the time of the agreeing to this ToU and the associated Member Agreement. You agree that you shall notify VP promptly of any changes to either of these addresses. All notices, requests, demands or other communications for which this ToU, the Member Agreement or Community Norms provides shall be in writing and shall be sent via email to the last known email address.

Email chris@venturepad.works. Physical: Chris Yalonis, VenturePad, 1020 B Street, San Rafael, CA 94901