

MEMBERSHIP AGREEMENT THE WAY Virtual Office, LLC.

1. **AGREEMENT.** The following Terms and Conditions (“Terms”) describe your rights and obligations with respect to your Membership with THE WAY Virtual Office, LLC, DBA Willoughby Workspaces at The Charlton Abbott (“Charlton Abbott”) as executed contemporaneously herewith. The terms and provisions of the Membership Agreement are incorporated as though fully written below. Terms of membership are for 6 months, unless agreed upon prior to joining by Willoughby Workspaces at The Charlton Abbott. By executing this document, accessing the Premises, and/or using any services, you agree to abide by and be bound by the following terms:
2. **PREMISES.** For the purposes of this Agreement, the “Premises” shall be understood to mean Willoughby Workspaces at The Charlton Abbott building, located at 37903 Euclid Avenue, Willoughby, Ohio 44094.
3. **SERVICES.** “Services” means your (i) use or receipt of any services in connection with your Membership, Private Office, Meeting or Conference Room Rental any other use of space in the premises, (ii) access to and use of our on-line Member Portal, (iii) any Charlton Abbott events, whether member-only or open to non-members, and whether located on the Premises or any other location, and (iv) any other related services, features or offerings in connection with each of the foregoing. Additional services may be available to you at the Premises or by Willoughby Workspaces at The Charlton Abbott in Willoughby Workspaces at The Charlton Abbott’s sole discretion. Additional terms may apply to any such additional Services, and to the extent you use any such additional Services, you are agreeing to abide by and be bound by such additional Terms. Your membership is exclusive and personal and does not entitle you to extend the membership benefits, services to a third party. Clients and guests maybe permitted, but must register upon entering the premise. The availability and scope of the Services are subject to change from time to time in Willoughby Workspaces at The Charlton Abbott’s sole discretion. Without limiting the generality of the foregoing, you acknowledge that the Premises, and the Services Willoughby Workspaces at The Charlton Abbott may offer at the Premises, are also subject to change from time to time. From time to time, Willoughby Workspaces at The Charlton Abbott may also make modifications, deletions or additions to these Terms and will provide you with notice via email and via a message board post on the Member Portal of any such changes to these Terms or to Services that apply to you. Unless otherwise set forth in the Agreement or these Terms, such modifications shall be effective immediately upon notice of the same by Willoughby Workspaces at The Charlton Abbott.
4. **PAYMENTS.** You hereby acknowledge and agree that you have purchased certain Services in accordance with this Agreement. By entering into the Agreement and these Terms and providing your payment information in connection with the same, you hereby agree to pay us the recurring or nonrecurring fees set forth in the Agreement, for other Services purchased by you, or as such purchased Services are updated from time to time upon notice to you. You acknowledge and agree that the payment method provided by you will results in the fees and charged associated with your Membership and/or your Services being automatically debited each month as further set forth herein. You further acknowledge and consent to Willoughby Workspaces at The Charlton Abbott maintaining and storing – with all reasonable precautions – your credit card information to process the recurring charges. Further, Member agrees to indemnify and waive any

claims to liability on the Willoughby Workspaces at The Charlton Abbott for any actions of third parties regarding the theft, sale, or any other dissemination of credit card numbers and/or other personal information.

All recurring fees will be charged to your payment method on the member join date or a date to be determined by the member each month. Overage fees and any other nonrecurring fees shall be charged to your payment method within thirty (30) days following your accruing of such fees. There shall also be a \$25.00 service fee for declined credit card transactions. It is the responsibility of Member to make sure there is a valid, non-expired method of payment associated with Member's account at all times.

If any amount due, whether recurring or otherwise, is not paid within five (5) days within the date such payment is due, you will automatically be charged a late fee in the amount of Fifty and 00/100 Dollars (\$50.00). Additionally, past due amounts shall accrue interest at the rate of 10% per annum until paid by Member. Any payments received shall first apply to the late charges, then to any outstanding fees, and then to current fees due. All payments made by you or automatically deducted by Willoughby Workspaces at The Charlton Abbott shall be nonrefundable.

Notwithstanding anything contained in this Agreement or these Terms to the contrary, Willoughby Workspaces at The Charlton Abbott reserves the right to modify any fees upon notice to you through the Member Portal or email. Any changes in fees by the Willoughby Workspaces at The Charlton Abbott shall become effective on the immediately following subscription period. Your continued use of these Services following notice of any such fee modifications through the next such payment date constitutes your agreement to such modified fees.

5. **MEMBER PORTAL.** To use the Services, you will be required to use the online member portal (the "Member Portal") provided by Willoughby Workspaces at The Charlton Abbott to you. To use the Member Portal, you will need to (i) register an account at www.thecharltonabbott.com, and (ii) agree to the Privacy and Network Policy attached hereto and incorporated herein as Exhibit A. Notwithstanding anything contained in these Terms to the contrary, you hereby acknowledge and agree that you shall not use the Member Portal for any (i) advertising, promoting, or sale of any products or services, (ii) non-work use or use unrelated to your purchase of Services, or (iii) any unlawful use.

As a confidentiality option, you may limit the use of your Profile to Willoughby Workspaces at The Charlton Abbott and your Company (defined below) ONLY, and restrict use of your information in our online community network of the Charlton Abbott Membership (the "Directory"). We strongly recommend your participation in the Directory in order to enhance your own business prospects, and create a strong interconnected network of individuals and organizations.

You are solely responsible for maintaining the confidentiality of your Profile, and hereby agree not to reveal or share your password or credentials with any other person, unless otherwise permitted under your Agreement. You hereby agree to promptly notify Willoughby Workspaces at The Charlton Abbott if you suspect that our password and/or Profile has been compromised. Willoughby Workspaces at The Charlton Abbott expressly disclaims any duties that may arise, express or implied, from its access to information you provide on the portal, and you expressly authorize the Charlton Abbott to use or disclose any marks, names, trade dress, intellectual property, or information without notice and in perpetuity for any purpose,

commercial or non-commercial.

6. **LINKING TO A COMPANY.** During the registration process, you may identify a Company (defined below) with whom your Profile is associated. Alternately, your individual Profile may have been created by an authorized representative of your employer or other entity for which you provide services (a “Company”), and your Profile will be associated with such Company. You agree that you will not falsely represent your association with any Company, impersonate any third party, or otherwise submit or present any false or misleading information to us or the Willoughby Workspaces at The Charlton Abbott community. In the event your relationship with the Company in your Profile changes or ends, you agree to promptly update your Profile to reflect this, or submit a request to do so at info@thecharltonabbott.com. If your Services are provided by or through a Company, you may lose access to the Services upon termination or change in status of your relationship with such Company. If you are an authorized representative of an entity receiving the Services, you hereby warrant and represent to us that (a) you have the proper authority to create, terminate and maintain your Profile and to add and remove individual members to and from your Profile and (b) you have obtained all necessary consent from any applicable individuals for the creation of such Profile. You agree to indemnify us for any loss we may suffer as a result of any breach of these warranties and representations.

7. **ACCESS.** Your access to the Premises will be limited to the scope identified in the Agreement. Whether your access to the Premises or any room within the space is via normal business hours or a key fob, you hereby agree not to share, transfer, or make copies of your key fob to any other person without Willoughby Workspaces at The Charlton Abbott’s written consent. Membership access will be limited to “Regular Business Hours”, defined as 8:00 am to 5:00pm on weekdays. All non-member guests and/or clients shall be required to sign in at the front desk of the Premises. You are solely responsible for maintaining possession and security of your key fob. You hereby agree to promptly notify us if you lose your key fob or suspect it has been stolen. You acknowledge and agree that the key fob shall remain the property of Willoughby Workspaces at The Charlton Abbott and you must immediately return it to Willoughby Workspaces at The Charlton Abbott upon cancellation, expiration or termination of the Agreement and/or Services. Willoughby Workspaces at The Charlton Abbott reserves the right to charge you a replacement fee of \$25.00 for any lost, stolen or not returned key fob.

8. **SECURITY.** You may be required to present a valid government-issued photo identification to gain access to the Premises. You understand and agree that it is your obligation to notify Willoughby Workspaces at The Charlton Abbott if you plan on bringing non-member guests and/ or clients to the Premises, whether for meetings or community events, and agree to comply with any restrictions or policies Willoughby Workspaces at The Charlton Abbott may impose. All non- member guests and/or clients will be required to register with the Willoughby Workspaces at The Charlton Abbott and provide basic demographic information, i.e. name, phone number and email address. Subject to those terms, Willoughby Workspaces at The Charlton Abbott agrees that such permission will not be unreasonably withheld, and you understand and agree to

indemnify Willoughby Workspaces at The Charlton Abbott for any damage to The Charlton Abbott or its interests caused by or attributable to your Authorized Guest, and expressly disclaim any third-party interest in any privileges Willoughby Workspaces at The Charlton Abbott may extend to your Authorized Guest. You further understand and agree that nonmembers and Authorized Guests are never permitted to access the Premises outside Regular Business Hours, or if a Willoughby Workspaces at The Charlton Abbott staff member is not on-premises and agree to provide timely notice to Willoughby Workspaces at The Charlton Abbott if you believe this restriction has been or is being violated. For security purposes, we may regularly record via video certain areas of our Premises. If we deem it reasonably necessary, we may disclose information about you to satisfy applicable law, rule, regulation, legal process, or government request, or to protect us, our members, or other individuals, or any of our or their interests or property. You consent to such recording and any use Willoughby Workspaces at The Charlton Abbott may need to make in the course of its business operations and acknowledge and agree that it is your obligation to notify any Authorized Guests about this policy.

9. **MAIL**. If you have elected to receive mail and packages under the Agreement, Willoughby Workspaces at The Charlton Abbott will accept mail and deliveries on your behalf at the Premises during Regular Business Hours, excluding government holidays or any day in which we give you two (2) business days written notice. We have no obligation to store such mail or packages for more than thirty (30) days following of our receipt or if we receive mail or packages after the cancellation, expiration or termination of the Agreement and/or Services. You acknowledge and agree that all mail and/or packages delivered to the Premises shall be for business purposes only, and you agree to indemnify and hold harmless Willoughby Workspaces at The Charlton Abbott for any loss or damage that may arise from Willoughby Workspaces at The Charlton Abbott's actions or inactions under this paragraph

10. **PRIVATE OFFICES AND CONFERENCE ROOMS**

Subject to anything in the Agreement to the contrary, you acknowledge and agree that all meeting spaces may only be used upon reservation of such space through the Member Portal. In the event you violate this Section of these terms, Willoughby Workspaces at The Charlton Abbott shall have the right to (i) immediately remove you and any of your property from such conference room, (ii) immediately suspend your access to the Premises, and/or pursue any other remedy set forth in Section of these terms.

You will be responsible for leaving all meeting rooms in a clean and tidy condition after each use. This includes putting all garbage in any trashcans provided and cleaning up any spills. You agree to pay any expense incurred from neglect of this rule, including but not limited to a mandatory cleaning fee of \$250.00 at the discretion of Willoughby Workspaces at The Charlton Abbott.

You also agree to pay a cancellation fee of 100%, if your scheduled room reservation is not cancelled at least 24 hours prior to the scheduled time. We reserve the right to reassign the location of your meeting reservation to a comparable room, but only if we have a good business reason for doing so.

11. **ADDITIONAL RESTRICTIONS**. In addition to any other restrictions, prohibition, or obligation set forth in or authorized by these Terms, you agree to the following restrictions and obligations in connection with your use of the Premises or any Services:

- a. Age. Unless otherwise agreed to in writing by Willoughby Workspaces at The Charlton Abbott, Services are only available to members or guests who are eighteen (18) years of age or older. You hereby agree to promptly provide Willoughby Workspaces at The Charlton Abbott with accurate and complete information as to yourself and any guest in connection with the foregoing age requirement and the terms and provisions of this Agreement.
 - b. Conduct. You shall not use the Premises and/or Member Portal or perform any activity that is reasonably likely to be unlawful, disruptive, dangerous or cause damage to the Charlton Abbott, Willoughby Workspaces at The Charlton Abbott's employees, agents, licensees, members, tenants, invitees, or guests, or any other third parties, or to the Premises or any fixture or personal property on the Premises. You understand and agree that Willoughby Workspaces at The Charlton Abbott the Premises, and the Services are operated to provide a professional workspace, and agree to conform your conduct, and those of any Authorized Guests you may invite, to reasonable standards of courtesy, professionalism, and well- mannered behavior, and abstain from any conduct that may be detrimental to the use of the Services by other members and Authorized Guests. You further understand and agree that Willoughby Workspaces at The Charlton Abbott has a strict no-tolerance policy for racism, sexism, or protected-class discrimination of any kind. Should any behavioral issues or related concerns, as determined in Willoughby Workspaces at The Charlton Abbott's sole discretion, require the imposition of further written policies or the adoption of a membership-wide code of conduct, you further understand and agree to conform your conduct to any such restrictions, and agree that postings to the Member Portal, prominent display in the Premises, or direct written notice by email or hard copy will provide sufficient notice to require conformity by you therewith.
 - c. Use. You shall not use the Premises for any retail, medical, or any other use involving frequent visits from guests, clients, customers, or any other persons.
 - d. Intellectual Property (third parties). You shall not directly or indirectly take, copy or use for any purpose, commercial or otherwise, any information or intellectual property of anyone other member, person or guest using the Premises. You agree to promptly notify Willoughby Workspaces at The Charlton Abbott if you believe any such conduct has occurred, and hereby agree to waive and hold harmless Willoughby Workspaces at The Charlton Abbott against any claims that may arise under vicarious or indirect theories of liability for privacy, intellectual property, and other intellectual-property or information-related claims.
12. Intellectual Property (Willoughby Workspaces at The Charlton Abbott). You may not take, copy, or use for any purpose the name "THE WAY Virtual Offices, LLC DBA as Willoughby Workspaces at The Charlton Abbott" or any of THE WAY's/Willoughby Workspaces at The Charlton Abbott's/Willoughby Workspaces' other business names, trademarks, service marks, logos, trade dress, identifiers or other intellectual property, or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of any THE WAY's/Willoughby Workspaces at The Charlton Abbott's properties, without THE WAY's /Willoughby Workspaces at The Charlton Abbott's prior written consent

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13. **DEFAULT/REMEDIES.** If you fail, or if Willoughby Workspaces at The Charlton Abbott suspects that you have failed, to comply with any of the provisions of these Terms and/or the Agreement, or at any other time when Willoughby Workspaces at The Charlton Abbott, in its sole discretion sees fit to do so, Willoughby Workspaces at The Charlton Abbott may, in its sole and absolute discretion, (i) restrict or suspend your access to the Premises, your Profile, your Membership and/or the Services by delivery of notice to you, (ii) terminate the Agreement, your Membership, your Services and/or access to the Premises by delivery of notice

to you, and/or (iii) decline to renew your Membership, Agreement and/or any Services at the end of your membership period for any or no reason. In the event of a default described above, Willoughby Workspaces at The Charlton Abbott may pursue any and all remedies available under the Agreement and at law or in equity.

Upon the termination of the Agreement, or termination of Member's right of possession, it shall be lawful for Willoughby Workspaces at The Charlton Abbott, without formal demand or notice of any kind, to (i) re-enter the remove Member and all persons and property from the Premises, (ii) keep in place and use, or remove and store all of the fixtures, equipment and other property of Member left at the Premises or elsewhere at the property, (iii) accelerate all membership dues owed for the remainder of the membership term, and (iv) recover from Member the sum of such membership dues, along with all other amounts accrued and owed hereunder. All past due amounts shall accrue interest at a rate of 10% per annum until paid by Member.

In addition, Member shall reimburse Willoughby Workspaces at The Charlton Abbott for all actual and reasonable expenses arising out of any events of default hereunder, including, without limitation, (i) all actual and reasonable costs incurred in collecting such amounts due from Member under the Agreement (including actual and reasonable attorneys' fees incurred and the costs of litigation and the like) and (ii) for private offices, all customary and necessary expenses incurred by Willoughby Workspaces at The Charlton Abbott in attempting to re-let the Premises, such as advertising and brokerage fees. The reimbursement from Member shall be due and payable immediately following written notice from the Willoughby Workspaces at The Charlton Abbott that an expense has been incurred with documentation substantiating such expenses, without regard to whether the expense was incurred before or after the termination.

14. **CANCELLATION**. Please note that if your individual account was created by a Company, an authorized representative of such Company may at any time terminate your individual account by contacting us.

Members must provide written intent to not renew no less than thirty (30) days prior to the expiration of their membership, unless otherwise agreed upon in writing by Willoughby Workspaces at The Charlton Abbott in its sole and absolute discretion.

You will be responsible for paying 50% of the total fees for the remaining months prior to your expiration upon termination of your membership. Please advise Willoughby Workspaces at The Charlton Abbott if the cancellation is due to a change in health, residence or business activity.

We do not provide refunds upon termination or cancellation of your account with respect to amounts already paid. You will remain liable for past-due amounts, and we may exercise our rights to collect payment, despite such cancellation. Sections 10, 11, 13, 14, and 15(a) shall survive any termination or expiration of these Terms.

15. **DAMAGE TO PREMISES; INDEMNIFICATION**. You shall be responsible for the cost to repair all damage to the Premises or any personal property located thereon caused by you or any of your employees, guests or invitees. You authorize Willoughby Workspaces at The Charlton Abbott to charge your payment method for such repairs following two (2) business days prior notice for any such charge. In addition to the foregoing, you hereby agree to indemnify and hold harmless Willoughby Workspaces at The Charlton Abbott and Willoughby Workspaces at The Charlton Abbott's affiliates, parents, and successors, and each of their employees, assignees, officers, agents and directors (the "Willoughby Workspaces at The Charlton Abbott Parties") from and

against any and all claims, liabilities, damages and expenses (“Claims”) including reasonable attorneys’ fees, resulting from any breach of these Terms by you or your employees, guests, or invitees, or arising from any of the Services or access to the Premises extended under your Membership, and Willoughby Workspaces at The Charlton Abbott shall have sole control over the defense of any such Claims. You shall not make any settlement that requires a material act or admission by any of Willoughby Workspaces at The Charlton Abbott Parties, imposes any obligation upon any of Willoughby Workspaces at The Charlton Abbott Parties, or does not contain a full and unconditional release of Willoughby Workspaces at The Charlton Abbott Parties, without Willoughby Workspaces at The Charlton Abbott’s prior written consent. None of Willoughby Workspaces at The Charlton Abbott Parties shall be liable for any settlement made without its prior written consent.

16. LIMITATIONS OF THE WAY LIABILITY.

(a) Waiver & Release of Claims. To the extent permitted by law, you, on your own behalf and on behalf of your employees, agents, guests and invitees, waive any and all Claims and rights against Willoughby Workspaces at The Charlton Abbott Parties resulting from injury or damage to, or destruction, theft, or loss of, any property or person and release Willoughby Workspaces at The Charlton Abbott Parties from any such Claims.

(b) Liability of Others. You acknowledge and agree that Willoughby Workspaces at The Charlton Abbott shall not be responsible for the actions of any other person, guest, or invitee using Services at the Premises, or any third party or third party products on or provided in connection with the Premises. Willoughby Workspaces at The Charlton Abbott does not run background checks on any person, guest, invitee or third party and does not endorse, support or verify any information, fact, opinion, recommendations, products or Profiles, as applicable, of any person, guest, invitee or third party. If a dispute arises between any person, guest, invitee or third party, we shall have no responsibility or obligation to participate, mediate or indemnify any party.

(c) Limitation of Liability. To the extent permitted by law, the aggregate monetary liability of any of Willoughby Workspaces at The Charlton Abbott Parties to you or your employees, agents, guests or invitees for any reason and for all causes of action, whether in contract, tort, breach of statutory duty, or other legal or equitable theory will not exceed the total amounts paid by you to Willoughby Workspaces at The Charlton Abbott under these Terms and/or Agreement for the Service from which the claim arose in the twelve (12) months prior to the claim arising, except to the extent that any of the foregoing was caused by or arose out of you or your employees, agents, guests or invitees negligence or misconduct. None of the Willoughby Workspaces at The Charlton Abbott Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption, or for the cost of any substitute goods, services or technology.

(d) We are not liable for any loss sustained as a result of any mechanical breakdowns, strike, unforeseen damage to property such as a weather event or act of God, delay or failure of any team member manager or caretaker to perform their duties, that make the Premises inaccessible. You expressly and specifically agree to waive, and agree not to make any claim for damages, direct, indirect, punitive, special or consequential, including, but not limited to, lost business revenue, profits, or data, for any reason whatsoever, arising out of this section of the Agreement and due to an unavailability of the Premises due to factors outside of Willoughby Workspaces at The Charlton Abbott's control.

(e) Arbitration Required. In the event issues arise between a Member, Authorized Guest, or any other person with an interest in this Agreement and Willoughby Workspaces at The Charlton Abbott or Willoughby Workspaces at The Charlton Abbott Parties, such issue must be resolved by mandatory and binding Arbitration in accordance with the rules of the American Arbitration Association and Administered by the American Arbitration Association. The place of the arbitration shall be Lake County, Ohio, and the Judgment on the award rendered by the arbitrator(s) may be entered in the Court having jurisdiction thereof.

That said, You acknowledge and agree that you may not commence any arbitration action or proceeding against any of Willoughby Workspaces at The Charlton Abbott Parties, whether in contract, tort, breach of statutory duty, or other legal or equitable theory, unless the action, suit, or proceeding is commenced within twelve (12) months of the cause of action's accrual.

The parties are seeking to streamline the resolution of any dispute, but should this Arbitration clause ever be held to be invalid for any reason, then the Parties agree that the matter shall be filed and heard with the Lake County Court of Common Pleas or a Lake County Municipal Court. In such a situation, the same twelve (12) month time limit shall apply.

(f) Disclaimer of Warranties. To the extent permitted by law, Willoughby Workspaces at The Charlton Abbott disclaims all warranties and terms, express or implied, with respect to the Premises or any Services, including warranties, terms or representations as to the availability, operation, performance and/or use of the Premises or Services, or in connection therewith. Nothing in the Agreement or Terms shall be construed to give rise to any duty or obligation by Willoughby Workspaces at The Charlton Abbott beyond those specifically and expressly set forth.

15. **MISCELLANEOUS.**

(a) Personal Property. We are not responsible for any property you leave behind in our Premises. It is your responsibility to ensure that you have secured or retrieved all of your personal items prior to leaving. Prior to the cancellation, expiration or termination of the Agreement, your Services and/or Membership, you must remove all of your property from the Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in the Premises, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonable incurred by Willoughby Workspaces at The Charlton Abbott for such removal, which you shall pay upon demand of the same.

(b) Endorsements & Testimonials. From time to time, Willoughby Workspaces at The Charlton Abbott may also publish testimonials by users and members related to their experiences with the Services. These testimonials are the users' subjective opinions, and they represent individual results. All testimonials and endorsements of any type, format or nature posted are not verified by Willoughby Workspaces at The Charlton Abbott, and we make no warranty or representation as to their accuracy. You should be cautious when relying on any testimonials or endorsements, and you should assume the results therein are not typical. Willoughby Workspaces at The Charlton Abbott may also make commercial use of images and video footage of the Premises, and you expressly consent to the use by Willoughby Workspaces at The Charlton Abbott of any such images or footage for commercial purposes in perpetuity.

(c) WAIVER AND RELEASE OF CLAIMS. TO THE EXTENT PERMITTED BY LAW,

YOU, ON YOUR OWN BEHALF AND ON BEHALF OF YOUR EMPLOYEES, AGENTS, GUESTS AND INVITEES, WAIVE ANY AND ALL CLAIMS AND RIGHTS AGAINST ANY THE WAY PARTIES AND RELEASE THE WAY PARTIES FROM ANY AND ALL SUCH CLAIMS.

(d) Cooperation. From time to time, and in its sole discretion, with or without notice, Willoughby Workspaces at The Charlton Abbott may investigate any actual, alleged or potential violations of these Terms. You agree to cooperate fully in any of these inquiries. You further agree to, and hereby waive any and all rights and legal interests in connection with any such inquiries against Willoughby Workspaces at The Charlton Abbott Parties, and agree to timely provide any written confirmation as to permissions or licenses in connection therewith at Willoughby Workspaces at The Charlton Abbott's request. You further agree to hold Willoughby Workspace at The Charlton Abbott Parties harmless in connection with any claims relating to any action taken in connection with any such investigation or inquiry.

(e) This is a drug free and non-smoking facility at all times. No exceptions. Member shall not sell or consume alcohol on premises at any time. Willoughby Workspaces at The Charlton Abbott reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Willoughby Workspaces at The Charlton Abbott or the safety of its staff, members, guests, or building contents.

(e) Governing Law. These Terms and the transactions contemplated hereby shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions.

(f) Severability. If any of these Terms are held to be illegal, invalid or unenforceable, said provision shall be fully severable. These Terms shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of these Terms and the remaining provisions of these Terms shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from these Terms.

(g) Nature of these Terms. Notwithstanding anything in these Terms to the contrary, these Terms in no way shall be construed as to grant you any title, lease, easement, lien, possession or related rights in Willoughby Workspaces at Willoughby Workspaces at The Charlton Abbott's business, the Premises, or anything contained in the Premises, or arising from the Agreement, the Services, or your access to the Premises. These Terms create no tenancy interest (including any security of tenure), leasehold estate, or other real property interest. Neither party will in any way misrepresent our relationship.

(h) The Charlton Abbott's Contact Information. If you have any questions relating to these terms, please contact Willoughby Workspaces at The Charlton Abbott at info@thecharltonabbott.com

EXHIBIT A

Safeguarding your privacy is important to us. Willoughby Workspaces at The Charlton Abbott is committed to maintaining your trust by protecting personal information that we collect and use.

If you live or are based in the United States, this Willoughby Workspaces at The Charlton Abbott Privacy Policy (“Policy”) describes how THE WAY Virtual Offices, LLC DBA Willoughby Workspaces at The Charlton Abbott and its affiliated companies and subsidiaries (“THE WAY Virtual Offices, LLC DBA Willoughby Workspaces at The Charlton Abbott”, “we” or “us”) collect, use, and disclose your personal information in connection with any website, application, or other service that refers to or links to the Policy (collectively, our “Services”). Please read the Policy carefully before you use our Services. You should not use our Services if you are not comfortable with what is stated below, and your continued use of Services constitutes consent to the practices we describe in this Policy and the use and sharing of your information as provided herein.

1. INFORMATION WE COLLECT. We collect various types of personal information in connection with the Services, namely: (i) information you provide us directly, (ii) information we collect about your device(s), (iii) your use of our Services, including through cookies, web beacons, and other internet technologies; and (iv) information we obtain from third-party sources.

A. Personal Information You Provide Us Directly. We collect various types of information and content that you provide us directly. For example, in order to enroll as a member or to access some of our Services, you will be requested to provide us with your name, telephone number, email address, postal address, and where applicable company or organization name. We also collect other content and information that you provide us directly, including the content and information you may add to your Profile and photographs or other information or documentation you submit or provide us and the communications that you transmit through our network. We collect billing and payment information you provide when you access some of our Services or purchase products and Services. We also collect information that you provide us when you participate in our surveys, sweepstakes or events. If you do not provide us with the requested information, we may be unable to deliver you the Services in full. To the extent that you disclose to us any personal information of another individual, we assume that you have obtained such individual’s consent for the disclosure of such personal information as well as the processing of the same in accordance with the terms of this Policy.

B. Information About Your Devices and Use of Services. We collect information about how you use our Services and other information, as specified below, from and about the computers and other devices where you access our Services. We use standard internet technologies, such as cookies and web beacons, to collect information about your computer or device and your online activity, as explained in more detail in the section on cookies.

The information we collect in this respect is:

- (i) your browser type and operating system;
- (ii) IP address and device identifiers;
- (iii) your browsing behavior on our Services, such as the amount of time spent viewing our online Services and the links you click within our online Services;
- (iv) websites you visit before or after our websites;
- (v) whether you have opened or forwarded our e-mails or connected to offers or links that we

send you; and

(vi) your general or specific geographic location, such as through GPS, bluetooth or wifi signals to the extent permitted by the settings of your devices.

If you use our internet connection, networks, telecommunications systems or information processing systems, your activity and any files or messages on those systems may also be monitored by Willoughby Workspaces at The Charlton Abbott at any time, in accordance with applicable law, for purposes of an investigation or to ensure compliance with company policies.

C. Information From Third-Party Sources. We obtain information about you from your company or organization, including when they may create or supplement your Profile for you in the Member Portal. You can review and amend this Profile at any time. For further details, see your Profile at www.thecharltonabbott.com.

We also receive information about you from publicly and commercially available sources and other third parties as permitted by law. We may combine this information with other information we receive from or about you, where necessary to provide the Services you requested.

2. USE OF PERSONAL INFORMATION. We use the personal information that we collect as necessary and appropriate for the following purposes:

A. To provide our products and Services. We use your personal information to provide you with the products, Services, and features that you or your company or organization have requested; to respond to inquiries we receive from you or your company or organization; to verify your identity; in connection with a transaction that you or your company or organization has initiated; to deliver notifications and other operational communications; and for troubleshooting;

B. To improve our products and Services and to analyze how users navigate and use our products and Services and individual features;

C. To manage the performance of our products and Services;

D. For audit and reporting purposes, to perform accounting and administrative tasks, and to enforce or manage legal claims;

E. To deliver advertising and promotional communications. For example, we may periodically contact you with offers and information about our products, Services, features, and events; to send you newsletters or other information about topics that we believe may be of interest; to conduct online surveys; and to otherwise promote our products, Services, features, and events. We also may deliver targeted advertisements to you, both on and off the Services; and

F. For security and to protect, enforce, or defend legal rights, privacy, safety or property, whether our own or that of our employees or agents or others, and to enforce compliance with Willoughby Workspaces at The Charlton Abbott policies and to comply with applicable law and government requests.

G. To enhance the community of members, by connecting them via an online directory, in order to facilitate business and social networking.

3. SHARING OF PERSONAL INFORMATION. We disclose your personal information in the following circumstances to the following parties:

A. **Our Community.** Our Services include online and offline member communities (such as the Directory), forums and networks that allow you to share and connect with others. We make this possible for Willoughby Workspaces at The Charlton Abbott members by creating a Profile for new members that contains your name and the name of your company or other organization. You can supplement your profile by adding additional information about yourself and your company or organization and by posting content and comments and you may be able to share your profile with a broader audience.

B. **Service Providers.** We rely on third-party service providers to perform a variety of services on our behalf. For example, we may rely on service providers to host data and platforms, fulfill our product and service requests and answer your questions, send e-mails on our behalf, process payment card or other transactions, and analyze data to improve our products and Services.

C. **Other Parties When Required by Law or as Necessary to Provide and Protect Our Services.** There may be instances when we disclose your information to other parties:

i. to provide you with the Services you or your company or organization request, such as a disclosure of your information to auditors or consultants;

ii. to comply with the law or respond to legal process or a request for cooperation by a government entity or law enforcement;

iii. to detect, suppress, and prevent fraud or verify and enforce compliance with the policies governing our Services; or

iv. to protect our rights, property, and safety or that of any of our respective affiliates, business partners, customers or employees and where otherwise required by law.

D. **Other Parties in Connection with a Corporate Transaction.** We will disclose your personal information to an acquiror in the event we sell or transfer all or a portion of a business or assets to that third party, such as in connection with a merger or in the event of a bankruptcy reorganization or liquidation.

E. **Third-Party Partners, With Your Consent.** We may request your consent to share personal information about you with third parties so that they may provide you with special offers, promotional materials, and other materials that may be of interest to you.

F. **Other Parties at Your Company's or Organization's Direction.** In addition to the disclosures described in this Policy, we may share information about you with third parties when your company or organization requests such sharing. For example, we periodically may partner with third parties to make products or services available to individual members or participating companies and organizations. If you or your company or organization requests to participate, we may share your information with the relevant third party in connection with the requested product or service.

G. **Aggregated and Non-Personal Information.** We share information with third parties in a manner that does not identify particular individuals, such as information that has been aggregated with other records. Our Services may contain links to other sites that we do not own or operate. We may provide links to these third-party sites as a convenience to our members. They are not intended as an endorsement of or referral to the linked services. The linked services are subject to their separate and independent privacy statements, notices, and terms, which we recommend

you read carefully. The collection, use, and disclosure of your personal information will be subject to the privacy policies of the third party and not this Policy.

4. **THIRD PARTIES CONTENT OR FUNCTIONALITY PARTNERS.** We partner with third parties to collect, analyze, and use some of the personal information described in this Policy, including:

A. Third-parties that provide features and functionality on the Services by means of plug-ins. Even if you do not click on or interact with social networking services or other plug-ins, they may collect information about you, such as your IP address and the pages that you view.

B. Advertising providers help us and our advertisers provide advertisements on our Services or elsewhere, including advertisements that are targeted based on your online behavior, and analytics companies help us measure and evaluate the usage of our Services.

C. Other content providers may offer products and services on our Services and may operate contents, sweepstakes, or surveys on our Services.

These third parties collect or receive certain information about your use of our Services, including as further set forth in Section 10 below, and this information may be collected over time and combined with information collected across different websites and online services.

Some of these companies participate in industry-developed programs designed to provide consumers choices about whether to receive targeted advertising. Please visit the websites operated by the Network Advertising Initiative and the Digital Advertising Alliance to learn more. Further information in local languages may be available at Your Online Choices.

5. **INFORMATION SECURITY.** We have in place various procedures to safeguard your information. Although we take such steps to protect your information, no security program is foolproof and thus we cannot guarantee the absolute security of your personal or other information.

6. **REVIEWING AND UPDATING YOUR INFORMATION.** In accordance with applicable law, you may have the right to access, update, or correct inaccuracies in your personal information in our custody and control, subject to certain exceptions prescribed by law. If you would like to access, review, or update your information, please e-mail info@tw-vo.com.

7. **ACCESSING, REVIEWING, AND UPDATING YOUR PERSONAL INFORMATION.** To the extent provided for under applicable law, you may have the right to access your personal information and to update or correct inaccuracies in your personal information in light of the nature of our certain aspects of the Services. If you would like to exercise any of these rights, please send an e-mail to info@tw-vo.com.

8. **CHANGES TO THIS PRIVACY POLICY IN THE FUTURE.** Privacy laws and guidelines are part of a constantly changing environment. We reserve the right, at our discretion, to change, modify, add, or remove portions of this Policy at any time. We encourage you to review this Policy periodically to ensure that you are aware of our current privacy practices, although we may also elect to notify you by e-mail or by posting something on some or all of our online Services. Your continued use of our Services following any changes signifies your acceptance of these changes.

9. **QUESTIONS OR COMMENTS.** If you have any questions or comments regarding our

Policy, please contact us at:

Willoughby Workspaces at The Charlton Abbott

Email: info@thecharltonabbott.com

10. COOKIES, WEB BEACONS, AND OTHER INTERNET TECHNOLOGIES. We, as well as certain third parties that provide content and other functionality on our Services, may use cookies, web beacons and other similar technologies on our online Services.

A. Cookies. A cookie is a small file that may be stored on your computer or other device. A cookie enables the entity that put the cookie on your device to recognize it across different

websites, services, devices, and browsing sessions. When you use a web browser to access the Services, some browsers may allow you to configure your browser to accept all cookies, reject all cookies, or notify you when a cookie is sent. Click the “Help” menu of your browser to learn more about how to change your cookie preferences. The operating system of your device may contain additional controls for cookies. Please note that disabling cookies may affect your ability to access and use certain features of the Services. To learn more about cookies and how to manage them, please click [here](#).

B. Web Beacons. Web beacons and similar technologies are small bits of code, which are embedded in web pages, ads, and e-mail, that communicate with third parties. We may use web beacons, for example, to count the number of users who have visited a particular web page, to deliver or communicate with cookies, and to understand usage patterns. We also may include web beacons in e-mails to understand whether messages have been opened, acted on, or forwarded.

C. Other Technologies. There are other local storage and Internet technologies, such as Local Shared Objects (also referred to as “Flash cookies”) and HTML5 local storage, that operate similarly to the cookies discussed above in that they are stored on your device and can be used to store certain information about your activities and preferences across different services and sessions. Please note that these technologies are distinct from cookies, and you may not be able to control them using standard browser tools and settings. For information about disabling or deleting information contained in Flash cookies, please click [here](#).

D. How We Use These Technologies. We use these technologies for the following purposes:

i. Administering and improving our Services, including helping us measure and research the effectiveness of our content, features, advertisements, and other communications. For example, we measure which pages and features website visitors are accessing and how much time they are spending on our webpages. We may include web beacons in e-mails, for example, to understand whether messages have been opened, acted on, or forwarded.

ii. Storing your sign-in credentials and preferences so that you don’t have to enter those credentials and preferences every time you log on to a Service.

iii. Helping us and third parties provide you with relevant content and advertising by collecting information about your use of our Services and other websites.

By continuing to use the Services, you consent to our use of cookies, web beacons, and other Internet technologies as described above.