

## **Our Agreement**

Serendipity Labs is a Workspace Services provider. Each location is independently owned and operated as Serendipity Labs under license. The Terms and Conditions listed hereunder are incorporated by reference into any Agreement between the independent ownership entity, a Serendipity Labs licensee, as denoted on the Agreement (“We”, “Us”) and its clients (“You”, “Member”) for purchase of services.

## **USING OUR LABS**

Your level of membership is defined per the product(s) presented on and purchased as per this Agreement. As a Resident Member, You agree to subscribe to the membership access level, pricing and term, workspace accommodations and additional Service Packages listed on the front page of this Agreement. As a Coworking & Virtual Member, You agree to subscribe to the membership access level, pricing, number of visits per month and additional service packages listed on the front page of this Agreement. Your use of the Lab will also be subject to the Building Rules, which are available to You upon request. We offer access to the facilities listed on the front page of this Agreement in the Agreement (the “Lab”) pursuant to the following terms:

### **1. Access to Dedicated Accommodation, Reservable Spaces and Common Areas**

#### **Resident Membership**

For Resident members, We will provide the Dedicated Accommodation identified in this Agreement. You will be granted exclusive 24/7/365 access to the Dedicated Accommodation as designated on our floor plan. You will be granted access to the common areas; Lab Cafe, Work Lounge. You may reserve meeting rooms, retreats, focus and wellness rooms (the “Reservable Spaces”) during regular business hours, and after regular business hours subject to prior reservation. Your use of the Lab is at all times subject to this Agreement and our House Rules (see section 3 below). Access to parking for members with Dedicated Accommodations is subject to the terms, pricing and availability at each location, which may include entering into a separate parking contract with the entity that controls the parking.

#### **Coworking & Virtual Membership**

For Coworking & Virtual members, We will provide shared workspaces on a first-come-first-served basis, and subject to prior reservation. You will be granted access to the common areas; Lab Cafe, Work Lounge during regular business hours only. You may reserve Reservable Spaces for use during regular business hours only. You may park in areas designated for visitors, subject to availability, only while visiting the Lab. Your use of the Lab and parking is at all times subject to this Agreement and our House Rules (see section 3 below). If You have purchased the unlimited Coworking access membership, You are eligible to purchase additional access rights for after-hours use of the coworking lounge.

### **2. Additional Services**

We will provide the services associated with Service Packages You have subscribed to beginning on the Agreement Start Date. You will be responsible for payment for use of any other à la carte services including guest passes, meeting room charges, additional office usage, market items, printing and other services You or Your guests consume in the Lab at current member prices. Monthly credits for meeting room use or business services and for monthly days of access allowed under each Coworking or Virtual member access plan provided are for consumption per month only. Such credits or days of access that are unused in any month do not roll over and are not available for use in subsequent months. Visits and meeting room use credits and/or visits are non-transferrable. Credits are only valid for use at the Lab location stated on this Agreement.

We will provide online account management credentials and offer You access to member rates for meeting rooms and events, as well as access to our online reservation system. You will be eligible to host after-hours events in the common areas at the then current member rates.

We will provide a level of shared internet bandwidth service in each Serendipity Labs location shown on the front page of this Agreement. Premium internet and dedicated bandwidth service levels are available. We reserve the right to charge You for premium internet or dedicated bandwidth if You use more than 0.5 TB of data a month/25 GB a day on the Standard internet service, or more than 0.7 TB of data per month/35 GB per day on the Premium internet service. Any change to your internet service and charges will be valid for the remaining term of Your Agreement. HVAC service will be provided Monday to Friday, 9am-5pm except holidays. Additional HVAC service may be provided at an additional cost but is at the building’s discretion.

### **3. Comply with House Rules**

You must comply with our House Rules for use of the Lab by members, guests, and invitees. We may set these rules at our sole discretion to promote health and safety, security, wellbeing, hospitality, membership harmony, or to otherwise improve the experience We are delivering. The House Rules, which may be updated from time to time, are available online at [www.serendipitylabs.com/etiquettes](http://www.serendipitylabs.com/etiquettes).

### **4. Upon Becoming a Member**

Once Your Agreement is signed and the required prepayment is received by us, You will be invited to attend a new member orientation in order to receive instruction on how get the full benefit of Your membership. This orientation must be completed prior to Us issuing Your online account management credentials, access cards and keys, as appropriate for Your membership level. For Resident Members You must sign a form acknowledging an inventory of all furniture and equipment designated for Your use, together with a note of its condition, and details of the entry cards and keys issued to You.

### **5. Your Business Activity**

You must only use the Lab as office uses only. Retail, medical or therapeutic uses, involving frequent visits by members of the public, are not permitted. Your Dedicated Accommodation may not be used for overnight stays. You must not use our name or the name “Serendipity Labs” or “Workplace Collection” in any way in connection with Your business or trading activities. You are not permitted to install any signs anywhere in the Lab.

### **6. Use of Address**

For Resident Members. You have the option to use the Lab address as Your business address or mailing address for the duration of this Agreement. Upon conclusion of this Agreement You must cease use of our Lab address unless You have subscribed to Virtual Office services.

For Coworking & Virtual Members. You may not use the Lab address as Your business address or mailing address unless You have subscribed to Virtual Office services, in which case We will assign a mailbox for Your use.

Members who have subscribed to Virtual Office services may use the address of the Serendipity Labs location specified on the front page of the Agreement as its business address, subject to exception in certain locations, however not as a registered office address. The member is responsible for all resulting mail forwarding and service charges. Any violation of federal postal regulations may result in termination of the service, fines/penalties, or even federal punishment.

Any shipment exceeding 10"x10"x10" may be charged at \$1.50/lb (greater of actual weight or dimensional weight) per week. We reserve the right to not accept packages, boxes or shipments that exceed these dimensions. We will not accept any items exceeding 10lbs in weight, 18" in any dimension, 1 cubic foot in volume or if it contains any dangerous, live or perishable goods. We are entitled in our absolute discretion to return any uncollected items or refuse to accept delivery of any items We consider unreasonable or unlawful. The member warrants that they will not use any of the rights granted in this Agreement for any obscene, illegal, immoral or defamatory purposes and will not in any way bring Serendipity Labs into disrepute. If forwarding mail for the member, We will not be responsible for any delay or loss of mail during the forwarding process.

Members must comply with any local postal regulations, as an example, the United States Postal Service (UPS) requires the compliance from the Client under the provisions of Rule 66, Federal Register 56993, November 14, 2001, which govern Commercial Mail Receiving Agencies (CMRA). If the location You signed an agreement with, is hereafter deemed to be, a CMRA, then You agree to make the address format for Your business the following: Client Name PMB# (PMB# will be assigned after set-up forms have been submitted) Street, Suite, City, State, Zip. You agree to furnish Us with a completed and fully NOTARIZED CMRA form 1583. Before mail may be received, or any other location-related services may be reserved or used, all persons for whom We handle mail, or who collects mail from the location, must provide Us with a government issued photo ID, in addition to one other form of acceptable identification, as specified in Form 1583. The identification and fully notarized forms with clearly visible stamp or seal as stated above, will be required regardless of the country of origin of the Member. Additional forms may also be required to satisfy certain local or individual location needs. NOTE: DBA's or additional company names require separate CMRA forms and will incur additional charges for processing of virtual office address services.

#### **7. Hybrid Working**

You may use Your Designated Accommodation for Hybrid Working (excluding dedicated desks). Hybrid working is defined as having more individuals registered with access to Your Dedicated Accommodation than the maximum allowable occupants specified on the front page of this Agreement for use at any one time. The management of individuals accessing Your office is Your responsibility. At no time may the number of individuals working in Your accommodation exceed the maximum number of occupants allowed. A supplemental daily access charge of \$59 per day will be payable by You for each individual exceeding the maximum number of occupants allowed. This supplemental daily charge will not apply if Your occupants are covered under a different Membership plan.

#### **8. Member/User List**

You are responsible for maintaining an accurate and up-to-date list of employees or contractors permitted to access Your Dedicated Accommodation. Only those individuals will be issued a Serendipity Labs online accounts and membership credentials and be entitled to receive the Services described in this Agreement. Each such person shall be required to provide valid government issued identification and complete an onboarding survey in order to be issued an activated access card.

#### **9. Taking Care of Our Property**

You must take good care of all parts of the Lab, its equipment, fittings and furnishings, which You use. You must not alter any part of it, including paint, putting nails or screws into walls, or writing on glass walls. You are liable for any damage caused by You or those in the Lab with Your permission or at Your invitation.

#### **10. Third-Party Furniture and Equipment**

Our written consent is required prior to installation of any furniture or workspace equipment, logos, refrigerator, space heater, cabling, IT or telecom connections or video surveillance equipment, except for a personal computer, printer or temporary furnishings such as area rugs, photos or artwork. We may refuse a request at our absolute discretion for any reason or no reason Any delivery or installation of equipment or furniture must be scheduled and approved in accordance with the House Rules and Building Rules directly with the Lab team and with 24 hours advance notice. Certificates of Insurance may be required by the building owner to any movers or vendors.

#### **11. Access Cards, Keys and Security**

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

#### **12. Comply with the Law**

You must comply with all relevant laws and regulations in the conduct of Your business. You must not do anything that may interfere with the use of the Lab by Us or by others, cause any nuisance or annoyance, harass or solicit members or employees, cause an increase to the insurance premiums We pay or cause loss or damage to Us or to the owner of any interest in the building which contains the Lab. You acknowledge that (a) the terms of the foregoing sentence are a material inducement to Us for the execution of Your Agreement and (b) any violation by You of the foregoing sentence shall constitute a material default by You hereunder, entitling Us to terminate Your Agreement. You represent and warrant that neither You, nor any of Your owners, officers, employees or agents has been or will be: (a) designated as a "blocked person" as such term is described in Executive Order 13224, issued September 23, 2001 by George W. Bush, President of the United States; or (b) a person or entity described either as a Specially Designated Global Terrorist or a Specially Designated Nationals and Blocked Persons by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury.

### 13. Insurance

It is Your responsibility to arrange insurance for Your own property which You bring into the Lab, for any mail or packages You have sent to the Lab and for Your own liability to Your employees and to third parties while in the Lab, building common areas and parking facilities. We are not responsible for loss or damage to any of Your personal items or work product.

For Resident Members You shall maintain at all times during the course of this Agreement the insurance coverage specified below:

- General Liability - including bodily injury, property damage, contractual liability, products & completed operations, personal & advertising injury with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. We shall be named as an additional insured on all general liability policies and a certificate of insurance evidencing this shall be submitted to Us at or before this agreement is signed, and each renewal term thereafter.
- Workers Compensation - Statutory coverage for every state in which work will be performed and employers' liability coverage with limits of at least \$500,000.
- Liability limits may be satisfied with a combination of primary and excess/umbrella policies.
- Property - adequate property insurance to cover the full replacement value of any personal property which will be brought onto our premises including but not limited to equipment, supplies, materials, tools and personal belongings.

Coverage shall be written with insurance companies that are rated at least an "A" and licensed in the appropriate states.

### PROVIDING THE SERVICES

#### 14. Our Access to Assigned Workspace Accommodation

We can access Your workspace accommodation at any time. However, unless there is an emergency We will, as a matter of courtesy, try to inform You in advance when We need access to carry out testing, repairs other than routine inspection, cleaning, and maintenance. We may also access Your accommodation, after receiving notice of termination from You, for showings. We will also respect security procedures to protect the confidentiality of Your business.

#### 15. Availability at the Start of Your Agreement and Shared Workspace Reservations

For Resident Memberships Only

If for any reason We cannot provide the workspace accommodations stated on the front page of this Agreement by the Agreement Start Date, We will provide You with the most comparable accommodations available until such time as the accommodation assigned to You is available. If We must assign You to a lower priced accommodation, We will credit Your account the difference of the price. We have no liability to You for any loss or damages for such a delay, but You may cancel the Agreement without penalty if We are unable to offer You the accommodation originally assigned to You within 30 days of the Agreement Start Date. We reserve the right to move Your accommodations during the course of this Agreement. In the event We require You to move accommodations within the Lab We will provide 30 days' notice. You will be required to continue to pay the monthly rate for the new accommodations provided to You or Your current monthly rate, whichever is lower, for the balance of the term on this Agreement. We will make best attempts to assign You similar accommodation, but it will be based on availability.

For Resident and Coworking & Virtual Memberships

The Lab contains certain workspaces in the Work lounge, Retreats, Focus, and Wellness Rooms that may be reserved by members on a first come first served basis for up to 90 minutes at no additional charge. The Lab contains other reserve-able workspaces and meeting areas that may be booked by members at additional cost. You must make all bookings for reservable workspaces and meeting spaces through our online member management system or by submitting a reservation request to the Lab staff. If for any reason We cannot provide the accommodations at the time You request, We will have no liability to You for any loss or damages.

#### 16. Suspension of Services

We may, by giving You notice, suspend the provision of services (including access to the accommodation) for reasons of political unrest, strikes, or other events beyond our reasonable control, in which event payment of the standard fee will also be suspended for the same period. We reserve the right to operate the location unstaffed on national holidays and on days with inclement weather or on other safety related concerns.

#### 17. Force Majeure.

Neither party is liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement,, except for Member's obligation to pay any sum due to the Location hereunder, including without limitation, the amounts payable, which obligations will remain unaffected by the provisions of this paragraph, as a result of any causes or conditions that are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence, provided that the affected party will use commercially reasonable efforts to promptly resume normal performance. For the avoidance of doubt, Member's payment obligations under this Agreement remain unaffected by circumstances beyond Location's reasonable control, including but not limited to public health crises (such as COVID-19) and public health measures in response thereto.

#### 18. Our Liability

We are not liable for any loss as a result of our failure to provide a service as a result of mechanical breakdown, strike, delay, failure of staff, termination of our interest in the building containing the Lab or otherwise unless We do so deliberately or are grossly negligent. We are also not liable for any failure until You have told Us about it and given Us a reasonable time to provide a resolution. You agree that We will not have any liability for any loss, damage or claim which arises as a result of, or in connection with, this Agreement and/or Your use of the services except to the extent that such loss, damage, expense or claim is directly attributable to our deliberate act or our gross negligence (our liability). You agree that We will not have any liability for any loss, damage or claim which arises as a result of, use of third-party services offered to You through the Lab, this includes but is not limited to shipping and

receiving, couriers, catering and external audio-visual equipment and service.

IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST PROFITS OR LOSS OF DATA OR INFORMATION OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL SERENDIPITY LABS INC'S LIABILITY TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE TIME THAT THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY FIRST ACCRUES.

We strongly advise You to insure against all such potential loss, damage expense or liability.

#### **19. The Nature of Agreement**

For Resident Membership, this Agreement is the commercial equivalent of a club membership. For Coworking & Virtual membership, this Agreement is the commercial equivalent of a hotel booking. This agreement does not represent a landlord-tenant or lessor-lessee relationship. The entire Lab remains our property, and in our possession and control. You acknowledge that the Agreement creates no tenancy interest, no leasehold estate nor other real property interest in Your favor with respect to the accommodation. We are licensing You only the right to share the use of the Lab so that We can provide the services to You. The Agreement is personal to Your company and cannot be transferred to anyone else. As a signatory on this Agreement You are representing authority to sign on behalf of the company/entity listed on the front page of this agreement. We may transfer the benefit of Your Agreement and our obligations under it at any time.

#### **20. Duration**

For Resident and Coworking & Virtual Membership

This Agreement lasts for the period stated in the Membership Information section "TERM" and will be extended automatically for successive periods equal to the stated Term, but no less than 3 months, until terminated by either of Us as per clause 18 below. The Term and the periods of extension or renewal thereof shall run to the last day of the month in which they would otherwise expire. The fees on any renewal will be at the then prevailing market rate. For Resident Members Agreements with a term of 1 month or defined as Month to Month will automatically increase by 3% every 6 months without prior notice. For Coworking & Virtual Members Agreements We reserve the right to make adjustments to Your monthly rate with up to 45 days advance notice provided in writing to the contact details We hold on file for Your Membership.

#### **21. Bringing this Agreement to an End**

For Resident and Coworking & Virtual Memberships

Either of Us may terminate the Agreement at the end of the original Term, or the end of any extension or renewal thereof, by giving notice to the other according to the following schedule.

- Original Term is less than 6 months – Notice period is at least 1 month (30 days) prior to agreement end date
- Original Term is 6 to 8 months – Notice period is at least 2 months (60 days) prior to the agreement end date
- Original Term is 9 months or more – Notice period is 3 months (90 days) prior to the agreement end date

There will be no partial month proration of any charges or fees.

#### **22. Ending Your Agreement Immediately**

We may put an end to the Agreement ("Termination") by giving You notice if:

- You become insolvent, go into liquidation or become unable to pay Your debts as they fall due,
- You are in breach of one of Your obligations which cannot be cured or which We have given You notice to cure and which You have failed to cure within fourteen days of that notice, or
- Your conduct, or that of Your guest or invitee, is determined by us, in our sole and complete discretion, to be unsafe or potentially harmful to You, us, other members or guests, or is damaging to the reputation of the Lab.

If We put an end to the Agreement for any of these reasons it does not put an end to any obligations You may have as per Clause 25 below.

#### **23. Transferability**

Subject to availability and subject to our discretion You may transfer Your Resident Membership to alternative accommodations in the Serendipity Labs network provided that Your financial commitment remains the same (or increases) and such transfer is not used to extend or renew an existing agreement. Such a transfer may require You entering into a new agreement.

#### **24. If The Lab or Service Is Not Available**

If We are unable to deliver possession of the office at the commencement of the Agreement for any reason this Agreement and Your obligations hereunder will not be affected, except that You shall not be required to pay any sums until We deliver possession of the office to You. In the event that We are no longer able to provide the services and workspace accommodation at the Lab stated in this Agreement then We reserve the right to provide a suitable alternative workspace accommodation for You at another Lab, If We are unable to, the Agreement will end and You will only have to pay standard fees up to the date it ends and for the additional services You have used.

#### **25. When Your Agreement Ends**

For Resident Membership

When Your Agreement ends, You must vacate the workspace accommodation and discontinue use of the Lab ("Move Out") immediately, leaving it in the same condition as it was when You took it. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.

For Coworking & Virtual Members

When Your Agreement ends, You must discontinue the use of the Lab (“Move Out”) immediately.

If You leave any of Your own property in the Lab We may dispose of it in any way We choose without owing You any responsibility for it or any proceeds of sale. You must return all access cards and keys. If You are using our address for mailing purposes, You must issue a mail forwarding notice to USPS. We shall not be obligated to offer mail handling services and reserve the right to refuse delivery or return the mail to sender.

You must immediately:

- Pay in full for ANY OUTSTANDING AMOUNTS OWED FOR ADDITIONAL SERVICES YOU HAVE USED UP TO AND INCLUDING THE DATE OF TERMINATION OR MOVE-OUT WHICHEVER IS LATER; AND
- Pay in full the standard fee FOR THE PERIOD UP TO AND INCLUDING THE DATE OF TERMINATION OR MOVE-OUT WHICHEVER IS LATER; AND
- Indemnify Us against all costs and losses We incur as a result of the termination.

Furthermore, if You use the Lab, or any workspace accommodation, after Your Agreement has ended:

- You are responsible for any loss, claim or liability We incur as a result of Your failure to vacate on time.
- We may, at our discretion, permit You an extension subject to a surcharge of up to 150% on the standard fee.
- We may charge You for a Virtual Office Package, for the lesser of three months or until You issue Your new business address.

## 26. Discounts Offers and Promotions

If You benefited from a special discounted terms as disclosed on the front page of this Agreement, We will discontinue that discount, promotion or offer without notice if You materially breach Your agreement. Discount, promotions and offers expire, in full, at the end of the term of this Agreement and do not apply to any subsequent renewal term.

## 27. Employees

While this Agreement is in force and for a period of six months after it is terminated, You must not solicit or offer employment to any of our current or staff that were previously employed. Any Member that hires our current or previously employed staff members while Your Agreement is in force or within six months of its termination, We estimate our loss at the equivalent of one year’s salary for each of the employees concerned and You must pay Us damages equal to that amount.

## 28. Notices

All formal notices must be in writing.

## 29. Confidentiality

The terms of this Agreement are confidential. Neither of Us may disclose them without the other’s consent unless required to do so by law or an official authority.

## 30. Indemnities

You must indemnify, defend and hold Us and our officers, directors, agents and employees harmless from and against any expense (including reasonable attorneys’ fees), loss, claim, damage or penalty associated with any third party claim to the extent arising out of or relating to (1) any breach by You of Your obligations under this Agreement or (2) any negligence or misconduct by You in performance of this Agreement.

## 31. Data Protection

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

- To fulfil our obligations under Your Agreement;
- For demographic information collection;
- For work assessment and fraud prevention; or
- To make available information about new or beneficial products from us.
- For services offered by other organizations, which We consider, may be of interest to You, unless You opt out in writing.

Each party shall comply with all applicable data protection legislation. The basis on which We will process Your personal data is set out in our privacy policy ([www.serendipitylabs.com/privacy-policy](http://www.serendipitylabs.com/privacy-policy)). Where You provide this data to Us, You will ensure that You have the necessary consents and notices in place to permit this.

## FEES

### 32. Payment of Membership and Additional Service Fees

The standard membership access fee and service packages are payable in advance, in full on the 1<sup>st</sup> day (or such other day as We designate) of each month. You agree to pay promptly (i) all sales, use, excise and any other taxes We are required to collect from You to pay to any governmental authority and (ii) any local taxes We are required to collect that are attributable to the accommodation, including, without limitation.

Fees for additional, ala carte services are invoiced in accordance with our standard fees published from time to time and payable on the 1<sup>st</sup> day (or such other day as We designate) of the month following the calendar month in which the additional services were provided. The standard fee is payable for every day that Your Agreement is in existence, including Saturdays, Sundays and public holidays.

For monthly recurring or one-off charges, You must authorize Us to take payment via checking account ACH, Electronic Funds Transfer (EFT).

Member Agreements may be paid by Credit or Debit Card on the 1st day of each month, but will require a security retainer of 2 times the monthly recurring charges. In jurisdictions, where We are permitted to, We reserve the right to charge a processing fee of up to 3.5% of each transaction for Credit and Debit card payments. It is the responsibility of the member to maintain a valid Credit or Debit card on file if paying for monthly recurring charges with this method of payment.

**33. Security Retainer**

We will hold the security retainer You paid on entering into Your Agreement as security for performance of all Your obligations under Your Agreement. It is not intended to be a reserve from which services may be paid from. The security retainer, or any remaining balance after deducting outstanding fees, and other costs due to us, will be processed 30 days after We have received a formal written request for refund after the conclusion of Your Agreement and returned via check. In no event is it permitted to offset the security retainer against monthly recurring or one-off charge obligations. We may require You to pay an increased security retainer if:

- Outstanding fees exceed the security retainer held;
- You frequently fail to pay Us when due.

**34. Late Payment**

If We are unable to collect any applicable fees and charges hereunder, including those arising out of Termination, within 5 days of the due date, We may charge a late fee equal to 10% of the outstanding balance and interest at 18% per annum on uncollected balances thereafter.

We may deny You access to the Lab and other services if payment is not received within 5 days after its due date. If You dispute any part of an invoice You must do so in writing no later than 10 days from the due date. You must pay any amount not in dispute by the due date. You will pay a fee of \$35.00 for the return of any payment for insufficient funds. After receiving two returned payments in any 6 month period, We may terminate Your Agreement or may require future payment be made by certified funds. Failure to pay within the given terms of this Agreement can be followed by a request to vacate the accommodations provided and termination of this Agreement.

In the event that access to the accommodation is withdrawn for non-payment and the Agreement is terminated You are liable for the full balance of the Agreement value as Well as any broker fee that was paid in respect to this Agreement The Broker fee owed maybe prorated for the remaining term of the Agreement. We reserve the right to pass Your details on to a third-party debt collection agency.

**35. Subordination**

Your Agreement is subordinate to any agreements with the owner of the building.

**36. Publicity**

The Member grants Us and our affiliates the right to use Member's trade name(s), logos and/or trademarks in materials prepared for the media, current or prospective shareholders or members.

**37. Reimbursement of Legal Fees**

In the event should any collection services be engaged, or legal proceeding be brought to enforce the terms of the Agreement or for breach of any provision of this Agreement, the non-prevailing Party shall reimburse the prevailing Party for all reasonable costs and expenses of the prevailing Party, including its attorney fees.

**38. Class Action Waiver.**

Any proceeding to resolve any dispute relating to or arising under this Agreement in any forum will be conducted solely on an individual basis. Neither party will assert any claim (including counterclaim) against the other in arbitration or litigation on a class or consolidated basis, and neither party will pursue or participate in any claim against the other in a representative or private attorney general capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. This class action waiver precludes the Brand and Member from pursuing, participating in, or being represented in any class, consolidated, or representative action regarding any claim against the other.

**39. Applicable Law**

This Agreement is interpreted and enforced in accordance with the laws of the state in which the Lab identified in this Agreement is located. We both accept the exclusive jurisdiction of the courts of such jurisdiction where the Lab is located.