

CLEWORX MEMBERSHIP AGREEMENT

Membership Details Form

Member Company Name (Legal Name):	
Trade Name (if different from Legal Name):	
Industry:	
Start Date:	
Commitment Term:	
Member Company Termination Notice Required (see Section 5(d) herein):	
Individual Assigned Space; Main Premises (include address):	
Membership Fee:	<p>\$ _____/month (excluding tax) if paid by check</p> <p>\$ _____/month (excluding tax) if paid by credit card (3% convenience fee applied)</p> <p>You shall <u>not</u> be permitted to move into the assigned Space until the Membership fee has been fully paid, as described in Sections 4(a) and 5(a) of this Agreement.</p>
Payment Method:	
Conference Room Credits (per month):	
Print and Copy Credits (per month):	
Number of Individual Memberships/Capacity:	
Notes:	

Contact Information - For Company

Primary Member

Primary Member Name: _____

Phone Number: _____

Alternate Phone: _____

Email: _____

Address: _____

If the Primary Member is also the Authorized Signatory, please check here:

If the Primary Member is also the Billing Contact, please check here:

*Authorized Signatory
(if different than Primary Member)*

Authorized Signatory Name: _____

Title: _____

Phone Number: _____

Email: _____

Address: _____

Billing Contact (if different than Primary Member or Authorized Signatory)

Name: _____

Title: _____

Phone Number: _____

Email: _____

Address: _____

CLEworx Contact Information:

This Agreement, including the Terms and Conditions and Membership Details Form, will be effective when signed by both parties. In the event of any conflict between the Terms and Conditions and the Membership Details Form, the Membership Details Form shall prevail.

By signing this Agreement you represent to us that you have the proper authority to execute this Agreement on behalf of the company listed above and incur the obligations described in this Agreement on behalf of such company.

CLEworx Signature

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Company Signature

Company Name: _____

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Signed By (Select One):

Primary Member

Authorized Signatory

TERMS & CONDITIONS

1. THE FINE PRINT

“Agreement” means, collectively, these Terms & Conditions (the “Terms and Conditions”), the attached Membership Details Form cover page(s) (the “Membership Details Form”), and any other attachments, exhibits, and/or supplements.

“Authorized Signatory” means an individual authorized to legally bind your company.

“Member” means each person you authorize to receive the Services (defined below) (each Member granted a “Membership”).

“Member Company” or “You” means the company, entity, or individual entering into this Agreement as listed in the Membership Details Form.

“Space” means the actual workspace assigned to the Individual(s) who register and pay for a Membership.

“Primary Member” means the primary in-Premises Member contact.

“Regular Business Days” are all weekdays, except local bank/government holidays.

“Regular Business Hours” are generally from 9:00 a.m. to 6:00 p.m. on Regular Business Days.

“Start Date” means the date set forth in the Membership Details Form upon which the Services will begin being provided with respect to each Individual Membership assigned Space within CLEWorx.

2. THE BENEFITS OF MEMBERSHIP

a. **Services.** Subject to the terms and conditions of this Agreement, CLEworx will use commercially reasonable efforts to provide the “services” described below.

- i. Non-exclusive access to and use of the assigned Space.
- ii. Regular maintenance of the assigned Space.
- iii. Furnishings for the Space typically provided to other members.

- iv. Access to and use of the shared Internet connection in accordance with the terms of service.
- v. Use of the printers, copiers and/or scanners in accordance with the terms described herein.
- vi. Use of the conference rooms subject to availability and prior reservation of such conference rooms, in accordance with the terms described herein.
- vii. Heat and air-conditioning in the Space during Regular Business Hours.
- viii. Electricity for reasonably acceptable use.
- ix. Use of kitchen. Please clean up after use.
- x. Acceptance of mail and deliveries on behalf of your business during Regular Business Hours.

Other services may be provided for an additional fee, such as phone service and IT services, subject to availability at the Premises and any additional terms and expenses applicable to those services.

- b. **Reserved Rights.** CLEworx is entitled to access your Space, with or without notice, in connection with our provision of the Services, for safety or emergency purposes or for any other purposes. CLEworx may temporarily move furnishings contained in your Space. We reserve the right to alter or relocate your Space, provided that we will not do so in a manner that substantially decreases the square footage of your assigned Space or related amenities. We may also modify or reduce the list of Services or furnishings provided for your Space at any time. The Services may be provided by CLEworx, an affiliate or a third party.
- c. **Space Not Timely Available.** If we are unable to make the Space available by the Start Date we will not be subject to any liability related to such inability. We will not charge you the Membership Fee during the period the Space is not available to you.

3. YOUR MEMBERS

- a. **Member List.** You are responsible for maintaining the accuracy of your list of Members. Only those individuals included on the Member List will be deemed to be “Members” and entitled to receive the Services described in this Agreement. To the extent permitted by law, all of your Members shall be required to provide valid government issued identification in order to be issued an activated key card or fob to access the Premises.

- b. **Changes to or Removal of Primary Member or Authorized Signatory.** An Authorized Signatory generally has the sole authority to make changes to or terminate this Agreement. A Primary Member will generally serve as primary contact regarding matters that involve your Members, the physical Space or the Premises.

4. MEMBERSHIP FEES; PAYMENTS

- a. **Payments Due Upon Signing.** Upon submitting a signed and completed Agreement, you will be obligated to deliver to us, in the amount(s) set forth on your Membership Details Form, (i) the Service Retainer and (ii) the Set-Up Fee.

Membership Fee. During the Term (defined below) of this Agreement, your Membership Fee will be due monthly and in advance as of the first (1st) day of each month. You are obligated to make payment of all Membership Fees owed throughout the Commitment Term and this obligation is absolute notwithstanding any early termination of the Agreement by you. You agree to pay promptly: (i) all sales, use, excise, value added, and any other taxes which you are required to pay to any other governmental authority (and, at our request, will provide to us evidence of such payment) and (ii) all sales, use, excise, value added and any other taxes attributable to your Membership as shown on your invoice.

- b. **Credits; Overage Fees.** Each month, you will receive a certain number of credits for conference room use and a certain number of credits for color and black and white copies and printouts, as specified on the Membership Details Form. These allowances may not be rolled over from month to month. If these allocated amounts are exceeded, you will be responsible for paying fees for such overages.. All overage fees are subject to increase from time to time at our sole discretion.
- c. **Late Fees.** If payment for the Membership Fee or any other accrued and outstanding fee is not made by the tenth (10th) of the month in which such payment is due, you will be responsible for paying the then-current late charge. All late fees are subject to increase from time to time at our sole discretion.
- d. **Form of Payment.** We accept payment of all amounts specified in this Agreement solely by ACH, check, Bank check, or credit card. You are required to inform us promptly of any changes to your payment information. Changing your payment method may result in a change in the amount required under this Agreement to be held as the Service Retainer.

- e. **Outstanding Fees.** Any outstanding fees will be charged in arrears on a monthly basis. When we receive funds from you, we will first apply funds to any balances which are in arrears (including any outstanding late fees) and to the earliest month due first. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. If any payments remain outstanding after we provide notice to you, we may, in our sole discretion, withhold Services without further notification to you or terminate this Agreement in accordance with Section 5.

- f. **No Refunds.** Except as otherwise provided for herein, there are no refunds of any fees or other amounts paid by you or your Members in connection with the Services.

5. TERM AND TERMINATION

- a. **Term.** This Agreement will be effective when signed by both parties ("Effective Date"); provided that we have no obligation to provide you with the Services until the later of (i) the date on which payment of your Service Retainer, Set-Up Fee and first month's Membership Fee has been received by us or (ii) the Start Date. Unless otherwise set forth on the Membership Details Form, following the Commitment Term, this Agreement shall continue on a month-to-month basis (any term after the Commitment Term, a "Renewal Term"), subject to the Termination Notice Periods (defined below).
- b. **Move In / Move Out.** If the Start Date is a Regular Business Day, you will be entitled to move into the Space no earlier than 11:00 a.m. on the Start Date, provided you have complied with the payment obligations described in Section 5(a). If the Start Date is not a Regular Business Day, you will be entitled to move into the Space no earlier than 11:00 a.m. on the first Regular Business Day after the Start Date. On the last Regular Business Day of the Termination Effective Month (defined below), you must vacate the Space by no later than 4:00 p.m.
- c. **Termination Prior to Start Date by You.** In addition to any other remedies we may pursue, terminating this Agreement prior to the Start Date will result in the immediate forfeiture of the Set-Up Fee and Service Retainer as well as any amounts expended by CLEworx at your request to prepare the Space for your use. You remain obligated to pay such amounts in the event you have not paid any portion thereof at the time of the termination.
- d. **Termination by You.** You may terminate this Agreement by providing written notice to us prior to the month in which you intend to terminate this

Agreement. After receiving such notice we will deliver to you the Exit Form ("Exit Form"), which you must complete and submit to us. The termination will be effective on the later of the last Regular Business Day of the Termination Effective Month and the expiration of the Commitment Term.

- e. **Termination or Suspension by Us.** We may withhold Services or immediately terminate this Agreement: (i) upon breach of this Agreement by you or any Member; (ii) if any outstanding fees are still due after we provide notice to you; (iii) if you or any of your Members fail to comply with the terms and conditions of the Terms of Service, our Wireless Network Terms of Service, or any other policies or instructions provided by us or applicable to you.
- f. **Service Retainer.** The Service Retainer will be held as a retainer for performance of all your obligations under this Agreement, including the Membership Fee Obligations, and is not intended to be a reserve from which fees may be paid. In the event you owe us other fees, you may not rely on deducting them from the Service Retainer, but must pay them separately. We will return the Service Retainer, or any balance after deducting outstanding fees and other costs due to us, including any unsatisfied Membership Fee Obligations, to you by bank transfer or other method that we communicate to you within thirty (30) days (or earlier if required by applicable law) after the later of (i) the termination or expiration of this Agreement and (ii) the date on which you provide to us all account information necessary for us to make such payment. Return of the Service Retainer is also subject to your complete performance of all your obligations under this Agreement, including full satisfaction of your Membership Fee Obligations and any additional obligations applicable following termination or expiration of this Agreement.
- g. **Removal of Property Upon Termination.** Prior to the termination or expiration of this Agreement, you will remove all of your, your Members', and your or their guests' property from the Space and Premises. After providing you with reasonable notice, we will be entitled to dispose of any property remaining in or on the Space or Premises after the termination or expiration of this Agreement and will not have any obligation to store such property, and you waive any claims or demands regarding such property or our handling or disposal of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal. We shall have no implied obligations as a custodian, and you hereby indemnify us and agree to keep us indemnified in respect of any claims of any third parties in respect of such property. Following the termination or

expiration of this Agreement, we will not forward or hold mail or other packages delivered to us.

6. HOUSE RULES

In addition to any rules, policies and/or procedures that are specific to a Premises used by you:

- a. **You acknowledge and agree that:**
 - i. fobs, keys, key cards and other such items used to gain physical access to the Premises, or the Space remain our property. You will cause your Members to safeguard our property and you shall promptly notify us and be liable for replacement fees should any such property be lost, stolen or destroyed;
 - ii. you shall promptly notify us of any change to your contact and/or payment information;
 - iii. we will provide notice to you of any changes to Services, fees, or other updates via email. It is your responsibility to read such emails and to ensure your Members are aware of any changes, regardless of whether we notify such Members directly;
 - iv. for security reasons, we may, but have no obligation to, regularly record certain areas in the Premises via video;
 - v. all of your Members are at least 18 years of age;
 - vi. no alcohol may be consumed on the premises;
 - vii. common spaces are to be enjoyed by all our member companies, members and guests unless otherwise instructed by us, and are for temporary use and not as a place for continuous, everyday work;
 - viii. you will provide us with reasonable notice of and complete all required paperwork prior to hosting any event at the Premises;
 - ix. you will be responsible for any damage to your Space other than normal wear and tear;
 - x. you will be responsible for replacement fees for any item(s) provided to you for temporary use should any such property be lost, stolen or destroyed;
 - xi. we are not liable for any mail or packages received;
 - xii. you may not make any structural or nonstructural alterations or installations

(including, but not limited to, wall attachments, furniture, IT equipment, and/or glass paneling) in the Space or elsewhere in the Premises without prior approval by us. In the event that any alterations or installations are made, you shall be responsible for the full cost and expense of the alteration or installation and, prior to the termination of this Agreement, the removal of such items and the restoration necessitated by any such alterations, and we shall deduct any such costs not otherwise paid by you from the Service Retainer. In no event are you permitted to perform any of these actions. **Only a member of our facilities staff is entitled to perform an alteration, installation, removal or restoration. Reach out to a member of our staff for more information;**

- xiii. you and your Members' computers, tablets, mobile devices and other electronic equipment must be (a) kept up-to-date with the latest software updates provided by the software vendor and (b) kept clean of any malware, viruses, spyware, worms, Trojans, or anything that is designed to perform malicious, hostile and/or intrusive operations. We reserve the right to remove any device from our networks that poses a threat to our networks or users until the threat is remediated; and

b. No Member will:

- i. perform any activity or cause or permit anything that is reasonably likely to be disruptive or dangerous to us or any other member companies, or our or their employees, guests or property, including without limitation the Space or the Premises;
- ii. use the Services, the Premises or the Space to conduct or pursue any illegal or offensive activities or comport themselves to the community in a similar manner; all Members shall act in a respectful manner towards other member companies and our and their employees and guests;
- iii. film within any Premises, including within the Space, without receiving express written consent from CLEworx;
- iv. use the Space in a retail, medical, or other capacity involving frequent visits by members of the public, as a residential or living space, or for any exclusively non-business purpose;
- v. sell, manufacture or distribute any controlled substance, including alcoholic beverages, from the Space, or obtain a license for such sale,

manufacture, importation, or distribution using the Space or CLEworx;

- vi. use our mail and deliveries services for fraudulent or unlawful purposes, and we shall not be liable for any such use;
- vii. store significant amounts of currency or other valuable goods or commodities in the Space that are not commonly kept in commercial space; in the event that you do so, we will not be liable for any such loss;
- viii. make any copies of any fobs, keys, keycards or other means of entry to the Space or the Premises or lend, share or transfer any keys or keycards to any third party, unless authorized by CLEworx in advance;
- ix. install any locks to access the Space or anywhere within the Premises, unless authorized by us in advance;
- x. allow any guest(s) to enter the building without registering such guest(s) and performing any additional required steps according to our policies;
- xi. operate any equipment within the Premises that has a higher heat output or electrical consumption than in a typical personal environment, or places excessive strain on electrical, IT, HVAC or structural systems, with such determination to be made in our sole discretion, without our prior approval; or
- xii. **bring any weapons of any kind, or any other offensive, dangerous, hazardous, inflammable or explosive materials into the Space or the Premises.**

You are responsible for ensuring your Members comply with all House Rules and with all rules, policies and/or procedures that are specific to a Premises used by you, and agree that in the event of any penalty or fine resulting from the breach of any such rules, policies and/or procedures, you will be responsible for paying such penalty or fine.

7. ADDITIONAL AGREEMENTS

- a. **Information Technology.** In order to utilize all the functionalities offered by us, it may be necessary to install software onto a Member's computer, tablet, mobile device or other electronic equipment. In addition, a Member may request that we troubleshoot problems a Member may have with respect to printing, accessing the network connection

or other issues. If we provide such services, we will not be responsible for any damage to your equipment.

- b. **Network Connection.** CLEworx provides shared Internet access to Members via a wireless or wired network connection. For those Members wishing to implement a private wired network, CLEworx may allow you to install a firewall device for your exclusive access and use, subject to CLEworx IT approval, and you will be responsible for removal of the same. Prior to any such installation or removal, you shall coordinate with the CLEworx IT team to discuss the actual setup, appropriate time, manner and means for such installation or removal and any additional fees that may result from the request. To the extent that we incur any costs in connection with such installation or removal, which are not otherwise paid by you, we shall deduct such costs from the Service Retainer. You shall also be responsible for any monthly fees incurred relating to your private, secured wired network.
- c. **Waiver of Claims.** To the extent permitted by law, you, on your own behalf and on behalf of your Members, employees, agents, guests and invitees, waive any and all claims and rights against us and each of our employees, assignees, officers, agents and directors resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet, except to the extent caused by the gross negligence, willful misconduct or fraud of CLEworx.
- d. **Limitation of Liability.** To the extent permitted by law, the aggregate monetary liability to you or your Members, employees, agents, guests or invitees for any reason and for all causes of action, will not exceed the total Membership Fees paid by you to us under this Agreement in the twelve (12) months prior to the claim arising. CLEworx will not be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, or any loss of profits or business interruption. You acknowledge and agree that you may not commence any action or proceeding against CLEworx, whether in contract, tort, or otherwise, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action's accrual.
- e. **Indemnification.** You will indemnify CLEworx from and against any and all claims, including third party claims, liabilities, and expenses including reasonable attorneys' fees, resulting from any breach or alleged breach of this Agreement by you or your Members or your or their guests, invitees or pets or any of your or their actions or omissions, except to the extent a claim results from the gross negligence, willful misconduct or fraud of CLEworx. You are responsible

for the actions of and all damages caused by all persons and pets that you, your Members or your or their guests invite to enter any of the Premises, including but not limited to any vendors hired by you that enter the Premises. You shall not make any settlement that requires a materially adverse act or admission by us or imposes any obligation upon CLEworx unless you have first obtained our written consent. CLEworx shall not be liable for any obligations arising out of a settlement made without its prior written consent.

- f. **Insurance.** You are responsible for maintaining, at your own expense and at all times during the Term, personal property insurance and commercial general liability insurance covering you and your Members for property loss and damage, injury to your Members and your Members' guests or pets and prevention of or denial of use of or access to, all or part of the Premises, in form and amount appropriate to your business. In addition you are responsible for maintaining, at your own expense and at all times during the Term, workers' compensation insurance providing statutory benefits in accordance with the law and employer's liability in an amount appropriate to your business. You will ensure that CLEworx shall be named as additional insureds on your commercial general liability policy and that all insurance policies shall include a clause stating that the insurer waives all rights of recovery, under subrogation or otherwise, you may have against CLEworx. You shall provide proof of insurance upon our request.
- g. **Pets (35 lbs or less).** If any Member plans on regularly bringing a pet into the Space or otherwise into the Premises, the Member must produce proof of vaccination for such pet and evidence of compliance with applicable local regulations. If any of your Members brings a pet into the Premises, you will be responsible for any injury or damage caused by this pet to other members or guests or other occupants of the Premises or to the property of CLEworx or any employees, members or guests. CLEworx will not be responsible for any injury to such pets. We reserve the right to restrict any Member's right to bring a pet into the Premises in our sole discretion.
- h. **Other Members.** We do not control and are not responsible for the actions of other Member Companies, Members, or any other third parties. If a dispute arises between Member Companies, members or their invitees or guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party.
- i. **Third Party Services.** Services do not include, and we are not involved in or liable for, the provision of

products or services by third parties (“Third Party Services”) that you may elect to purchase in connection with your Membership. Third Party Services are provided solely by the applicable third party (“Third Party Service Providers”) and pursuant to separate arrangements between you and the applicable Third Party Service Providers. By adding a Member to the Member List, you are thereby authorizing that Member to access and use the Services in accordance with the terms of service.

- j. **Privacy.** We collect, process, transfer and secure personal data about you and your Members in accordance with all applicable data protection laws. Note that you are not obligated to provide us with personal information and any information collected by us will be provided by you at your own will and with your explicit consent granted herein by execution of this Agreement. You hereby (i) undertake, where necessary, to obtain consent from such Member to the collection, processing, transferring and securing of data described herein and (ii) confirm that you in fact collect and process such Member’s personal data in accordance with applicable law.

8. ARBITRATION AND CLASS ACTION WAIVER

- a. **Governing Law.** This Agreement and the transactions contemplated hereby shall be governed by and construed under the law of the State of Ohio, U.S.A. without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods.
- b. **Venue.** Except that either party may seek equitable or similar relief from any court of competent jurisdiction, any dispute, controversy or claim arising out of or in relation to this Agreement, or at law, or the breach, termination or invalidity of this Agreement, that cannot be settled amicably by agreement of the parties to this Agreement shall be finally settled in accordance with the arbitration rules of JAMS then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be Cleveland, Ohio, U.S.A.
- c. **Proceedings; Judgment.** The proceedings shall be confidential and in English. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party’s reasonable attorneys’ fees and other fees, costs and expenses of every kind in connection with the action,

suit or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable. This Agreement shall be interpreted and construed in the English language, which is the language of the official text of this Agreement.

- d. **Class Action Waiver.** Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person’s account, if we are a party to the proceeding. **YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**

9. MISCELLANEOUS

- a. **Nature of the Agreement; Relationship of the Parties.** The whole of the Premises and Space remains in our possession and control. Your agreement with us is a contract for the provision of services and we are giving you the right to share with us the use of the Space so that we can provide the Services to you. Notwithstanding anything in this Agreement to the contrary, you and we agree that our relationship is not that of landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as to grant you or any Member any title, easement, lien, possession or related rights in our business, the Premises, the Space or anything contained in or on the Premises or Space. This Agreement creates no tenancy interest, leasehold estate, or other real property interest. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and this Agreement shall not be deemed to create a fiduciary or agency relationship, or partnership or joint venture, for any purpose. You acknowledge and agree that you are entering into this Agreement for the purposes of and in the course of your trade, business and/or profession, and not as a consumer. Neither party will in any way misrepresent our relationship.
- b. **Updates to the Agreement.** Changes to membership and overage fees, will be governed by Section 4(b) and 4(d) of this Agreement, respectively. We may

from time to time update this Agreement and will provide notice to you of these updates. You will be deemed to have accepted the new terms of the Agreement following the completion of two (2) full calendar months after the date of notice of the update(s). Continued use of the Space or Services beyond this time will constitute acceptance of the new terms.

- c. **Waiver.** Neither party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party.
- d. **Severable Provisions.** Each provision of this Agreement shall be considered severable. To the extent that any provision of this Agreement is prohibited or otherwise limited, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under applicable law.
- e. **Survival.** Sections 1, 2(b), 4 (to the extent any payments remain outstanding), 5(d), 5(f), 5(g), 6(b), 7(a) through 7(f), 7(h), 8, and 9 and all other provisions of this Agreement reasonably expected to survive the termination or expiration of this Agreement will do so.
- f. **Notices.** Any and all notices under this Agreement will be given via email, and will be effective on the first business day after being sent. All notices will be sent via email to the email addresses specified on the Membership Details Form, except as otherwise provided in this Agreement. CLEworx may send notices to either (or both) the Primary Member or the Authorized Signatory, as CLEworx determines in its reasonable discretion. Notices related to the physical Space, Premises, Members, other Member Companies or other issues in the Premises should be sent by the Primary Member. Notices related to this Agreement or the business relationship between you and CLEworx should be sent by your Authorized Signatory. In the event that we receive multiple notices from different individuals within your company containing inconsistent instructions, the Authorized Signatory's notice will control unless we decide otherwise in our reasonable discretion.
- g. **Headings; Interpretation.** The headings in this Agreement are for convenience only and are not to be used to interpret or construe any provision of this Agreement. Any use of "including," "for example" or "such as" in this Agreement shall be read as being followed by "without limitation" where appropriate. References to any times of day in this Agreement refer to the time of day in Cleveland, OH time zone.

- h. **No Assignment.** Except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the shares or assets of you or your parent corporation, you may not transfer or otherwise assign any of your rights or obligations under this Agreement (including by operation of law) without our prior consent. We may assign this Agreement without your consent.
- i. **Sanctions.** You hereby represent and warrant that (i) during the term of this Agreement you and your Members will comply with all applicable U.S. and non-U.S. economic sanctions and export control laws and regulations, including but not limited to the economic sanctions regulations implemented under statutory authority and/or Executive Orders and administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (31 C.F.R. Part 500 et seq.), the U.S. Commerce Department's Export Administration Regulations (15 C.F.R. Part 730 et seq.), the economic sanctions rules and regulations of the European Council, United Kingdom, and EU Member States, and EU's Dual-use Regulation 428/2009 (collectively, "Trade Control Laws"); (ii) neither you nor any of your Members, subsidiaries or affiliates, nor directors or officers is (a) a citizen or resident of, an entity organized under the laws of, or otherwise located in, a country subject to comprehensive territorial sanctions maintained by OFAC (hereinafter referred to as "Sanctioned Countries"), (b) identified on U.S. Government restricted party lists including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by OFAC; the Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department Bureau of Industry and Security; or the List of Statutorily Debarred Parties maintained by the U.S. State Department Directorate of Defense Trade Controls, (c) a listed person or entity on the Consolidated List of persons and entities subject to asset-freezing measures or other sanctions maintained by the European Union, and by the Member States of the European Union, or (d) a person or entity subject to asset-freezing measures or other sanctions maintained by the United Kingdom's HM Treasury (collectively referred to herein as "Restricted Parties"); (iii) neither you nor any of your Members, subsidiaries and/or affiliates are 50% or more owned, individually or in the aggregate, directly or indirectly by one or more Restricted Parties or otherwise controlled by Restricted Parties; (iv) less than 10% of your total annual revenues are, and will continue to be for the duration of the Agreement, generated from activities involving, directly or indirectly, one or more of the Sanctioned Countries; and (v) neither you nor any of your Members will, at any time during the Term, engage in any activity under this Agreement,

including the use of Services provided by CLEworx in connection with this Agreement, that violates applicable Trade Control Laws or causes CLEworx to be in violation of Trade Control Laws.

- j. **Anti-Money Laundering.** You hereby represent and warrant that at all times you and your Members have conducted and will conduct your operations in accordance with all laws that prohibit commercial or public bribery and money laundering (the “Anti-Money Laundering Laws”), and that all funds which you will use to comply with your payments obligations under this Agreement will be derived from legal sources, pursuant to the provisions of Anti-Money Laundering Laws. You will provide us with all information and documents that we from time to time may request in order to comply with all Anti-Money Laundering Laws.
- k. **Anti-Corruption Laws.** Neither you nor any of your Members, your directors, officers, employees, agents, subcontractors, representatives or anyone acting on your behalf, (i) has, directly or indirectly, offered, paid, given, promised, or authorized the payment of any money, gift or anything of value to: (A) any Government Official or any commercial party, (B) any person while knowing or having reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any Government Official or any commercial party, or (C) any employee or representative of CLEworx for the purpose of (1) influencing an act or decision of the Government Official or commercial party in his or her official capacity, (2) inducing the Government Official or commercial party to do or omit to do any act in violation of the lawful duty of such official, (3) securing an improper advantage or (4) securing the execution of this Agreement, (ii) will authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with this Agreement, the Services or the Space. For purposes this section, “Government Official” means any officer, employee or person acting in an official capacity for any government agency or instrumentality, including state-owned or controlled companies, and public international organizations, as well as a political party or official thereof or candidate for political office.
- l. **Compliance with Laws.** You hereby represent and warrant that at all times you and your Members have conducted and will conduct your operations ethically and in accordance with all applicable laws.
- m. **Counterparts and Electronic Signature.** This Agreement may be executed in any number of counterparts by either handwritten or electronic signature, each of which when executed shall

constitute a duplicate original, but all the counterparts shall together constitute the one agreement, and each of which counterparts may be delivered by emailing the other party to this Agreement signed scanned document or electronically signed portable document format (pdf) version of the contract (as applicable). Each party agrees to the execution of this Agreement in this manner, and the parties acknowledge that execution in this manner creates a binding contract between the parties on the Effective Date.

- n. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and shall not be changed in any manner except by a writing executed by both parties or as otherwise permitted herein. All prior agreements and understandings between the parties regarding the matters described herein have merged into this Agreement.