



Membership Agreement

The terms and conditions set forth here comprise the Membership Agreement (the “**Agreement**”) of YEM, Inc. (the “**Company**”) and the social club operated on the Company’s premises (the “**Club**”). YOUR MEMBERSHIP IS PERSONAL TO YOU AND NON-TRANSFERABLE.

Unless otherwise specified, all capitalized terms used and not defined here have the meaning ascribed to such terms in the applicable agreement or policy. The Company may make changes to this Agreement from time to time in its sole discretion, and will make commercially reasonable efforts to send notice to you via email to the email address provided by you to the Company for any material changes.

1. Membership General Terms.

- a. **Membership Term and Fees.** You are required to make a minimum one year commitment, the Membership Term, upon joining the Club. Your Membership shall automatically renew on an annual basis after the initial Membership Term, unless you provide written notice to the Company or if the Company otherwise terminates your Membership, as further provided in this Agreement. The Company may change the amount or terms of the Membership Fees payable in respect of any renewal period by providing you with at least thirty (30) days’ written notice prior to the end of your Membership Term. You acknowledge that you are not permitted to make any changes to the terms of your Membership or payment of your Membership Fees other than as set forth in the preceding sentence. Membership fees are billed annually and paid in full up front, with your membership starting one day after payment is received. Renewals will be billed 30 days prior to your renewal date and are due upon the renewal date. You also agree to pay any sales, use, value-added or other taxes or governmental charges related to the Membership or any other products or services provided by the Company, in addition to your Membership Fees or other charges.
- b. **Change in Membership Type.** You may change your membership type up to one (1) time per twelve-month period of your Membership Term with prior written notice of at least thirty (30) days to the Company. Your membership fees will be billed or refunded on a prorata basis for the remainder of your current Membership Term.
- c. **Termination of Membership.** You may cancel your Membership by providing at least thirty (30) days’ written notice to the Company prior to the expiration of your Membership Term.
- d. **Failure to Pay Membership Fees.** If you fail to pay any Membership Fees or other charges on time, your privileges to the Club will be suspended until your account is brought current. If you repeatedly fail to pay or make payment late of any Membership Fees or other charges, the Company may terminate your Membership immediately upon notice to you (including by email). You will be responsible for any collection or legal costs incurred by the Company in connection with collection of your unpaid Membership Fees or other charges. If any check, credit card, or any

other ACH transaction to the Company is not honored, the Company may assess a \$25 penalty for each such check or credit card charge rejected, along with any unpaid balances.

- e. **Additional Rights to Cancellation.** Notwithstanding Section 1.b, you may cancel your Membership with a thirty (30) days' written notice to the Company for any of the following reasons:
 - (i) significant physical disability for a period in excess of six months, (ii) your death (and your estate shall be relieved of the obligation for further payment hereunder), (iii) you move your primary residence more than fifty (50) miles from any Club (as demonstrated in writing to the Company's satisfaction, excluding Nomad memberships), (iv) you are terminated involuntarily by your employer without cause (as shown by a letter from your employer) or (v) you have collected unemployment benefits for at least four (4) consecutive weeks (as demonstrated in writing to the Company's satisfaction). In the event that your Membership is terminated pursuant to this Section 1.e, you will no longer be obligated to pay the Membership Fees as of the effective date of your notice to the Company (i.e., thirty (30) days from receipt of such written notice). In the event of a termination under this Section 1.d, the Company will refund any Membership Fees paid by you on a prorated basis for the remainder of your current Membership Term, including if you pre-paid for your Membership Term.
- f. **Other Expenses.** During your use of the Club's services, you will be billed for services used by you and your guests not included in your membership, such as food, beverage, catering, meeting room and events. You authorize the Company to charge your credit card on file for all such bills associated with your use of the Club's services. Your guests may purchase with their own method of payment, however, if any of your guests fail to pay for any products or services, the Company will charge your credit card on file for such unpaid amounts.
- g. **Refunds.** Unless expressly provided herein, the Company will have no obligation to refund any Membership Fees or other expenses, even if you do not use your Membership or if you or the Company terminate your Membership before the end of the Membership Term. For the avoidance of doubt, any Membership Fees paid by you in connection with your Membership will be nonrefundable other than the exceptions listed in section (e)
- h. **Parental Leave.** Notwithstanding anything to the contrary in this Section 1, in the event you have a monthly Membership and are the primary caregiver for a newborn child (as shown by a letter from your doctor), you may opt to suspend your Membership for up to three (3) months by providing the Company with at least thirty (30) days' written notice prior to the start of such suspension period. During such leave, you will not be charged for your Membership, but following the three-month parental leave period, your Membership charges will resume. Notwithstanding any parental leave, your Membership Term will continue to be twelve months from your sign up-date (or renewal date, as applicable), as if such parental leave did not occur.
- i. **Membership Freezes.** You can "freeze" your Membership for any other reason not outlined herein for up to two (2) months per twelve-month Membership Term, and you will be charged a reduced monthly rate during that freeze period. During the freeze period, you will continue to have access to the Company's portal and mobile app, and you may access your club locations up to one (1) time during each month of the freeze period. Notwithstanding any membership freeze, your Membership Term will continue to be twelve months from your sign up-date (or renewal date, as applicable), as if such freeze did not occur.
- j. **Third Party Payment.** You acknowledge and understand that this Agreement is between you and the Company. Accordingly, and notwithstanding any arrangements you may enter into whereby a third party (whether an employer or otherwise) agrees to make payments in respect of your Membership on your behalf, you will at all times remain solely liable for all Membership Fees and other amounts payable to the Company pursuant to this Agreement, and any modifications to or termination of any such arrangements will have no impact on your obligations.

2. **Termination of Membership by the Company.** Unless otherwise provided herein, the Company may, in its sole discretion, terminate your Membership at any time with notice to you following a breach by you of this Agreement (including, for the avoidance of doubt, the House Rules set forth in Section 19).
3. **Membership Card.** The Company will issue a Membership card to you. The Membership card is not transferable and cannot be shared with other members or non-members. You must use your Membership card to access the Club. If your Membership card is lost or stolen, the Company will issue you a replacement card at an additional cost to you.
4. **Access to the Club.** The Company and its designees shall, at all times, have access to all areas of the Club, including those used by you, with or without notice to you, including without limitation, for purposes of maintenance, safety, security or emergency and may remove or replace parts of the Club, as determined in the Company's sole discretion. The Company may restrict access to certain parts of the Club for programming or private event purposes in its sole discretion.
5. **Maintenance of the Club.** The Company will maintain the Club in good functional condition, provided, however, that the Company shall not be responsible for damage exceeding normal wear and tear caused by your acts and omissions or the acts and omissions of your guests or invitees. You shall be responsible for any damage to the Club by you, your guests or invitees.
6. **Hours of Operation.** The Club's hours of operation may vary. The Company has the right to change its hours of operations at any time and will provide notice of such change to you by email to the address provided by you to the Company.
7. **Guests.** Your guests are permitted into the Club only as provided in the House Rules. You are responsible for the actions of all persons that you, your agents, assigns or invitees allow or invite to enter the Club. You, your agents, assigns, and invitees acknowledge that at no time shall you or they allow a party unknown to them to enter the Club and that such action may result in termination of your Membership.
8. **Conduct.** Neither you nor your guests may use the Club or any services offered by the Company to conduct or pursue any activities prohibited by law or for which you or your guests are not authorized. You will be strictly liable for the conduct of your guests. No hate speech, discrimination or harassment, whether sexual or otherwise, will be permitted in the Club or vis-à-vis its social media channels or on the Club's Mobile App. Any such behavior should be immediately reported to the Company's General Manager. If the General Manager or any other Company personnel, in their sole discretion, find that a complaint is justified, the offending party's Membership with the Company may be immediately terminated by the Company, in its sole and absolute discretion, without any refund of any Membership Fees or other charges. You further agree not to conduct any activity that may be hazardous to other persons at the Club. You further agree to refrain from any activities that may be considered disruptive to other members, including but not limited to, acts of disorderly nature or excessive noise.
9. **Indemnity.** You agree to indemnify, defend and hold the Company and its affiliates and its and their respective officers, directors, employees, consultants, contractors and agents (collectively, the "**Indemnitees**") harmless from any and all actions, suits, proceedings, claims and demands brought or made by any third party (including, for the avoidance of doubt, any of your respective officers, directors, employees, contractors, guests, invitees and/or agents; any employees, contractors or agents of the Company; and any of the Company's other members) ("**Third Party Claims**") and to pay any settlements, awards, costs and expenses (including reasonable attorneys' fees and

disbursements) in connection with such Third Party Claims (collectively, “**Losses**”), to the extent such Third Party Claim arises out of or relates to: (i) any breach of the Agreement (including, for the avoidance of doubt, the House Rules set out in Section 19 of the Agreement) by you, (ii) any violation of the Agreement by any of your invitees or guests, or (iii) any other conduct, acts or omissions by you or any of your invitees or guests in connection with your Membership or any of your or their respective use of the Club, including, but not limited to, any violation of applicable laws or regulations, negligence or misconduct by you or by any of your invitees or guests.

10. Liability.

- a. **Liability Exclusion.** THE COMPANY WILL NOT BE LIABLE TO YOU (NOR TO ANY OF YOUR INVITEES OR GUESTS OR ANY OTHER PERSON CLAIMING RIGHTS DERIVED FROM YOUR RIGHTS) FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND, OR FOR ANY LOST REVENUES OR PROFITS, LOSS OF USE, LOSS OF COST OR OTHER SAVINGS OR LOSS OF GOODWILL OR REPUTATION, WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) ARISING FROM, RELATING TO OR IN CONNECTION WITH THE MEMBERSHIP, THE CLUB OR THE AGREEMENT, REGARDLESS OF WHETHER THE COMPANY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- b. **Limitation of Damages.** THE COMPANY’S MAXIMUM LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THE MEMBERSHIP, THE CLUB, OR THE AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, INDEMNITY, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED, IN THE AGGREGATE, \$500.

11. **Confidential Information.** You agree to hold all Confidential Information (defined as information not generally known to the public) of the Company and any other members of the Company in strict confidence and to take all reasonable precautions to protect the Confidential Information. You acknowledge that any disclosure or unauthorized use of the Confidential Information will constitute a material breach of this Agreement and cause substantial harm to the injured party for which damages would not be a fully adequate remedy. In the event of any such breach, the Company shall have, in addition to other available remedies, the right to injunctive relief (without being required to post bond or security). The Company reserves the right at all times to disclose any information about you as the Company deems necessary to satisfy any applicable law, regulation, legal process or governmental request.
12. **Disparaging Statements.** You shall, during and after the Membership Term, refrain from making any statements or comments of a defamatory or disparaging nature to any third party (including via your social media channels) regarding any other member or non-managerial employees of the Company, other than to comply with law. Defamatory or disparaging statements or comments refer to those that create a violent, disrespectful, or hostile environment for any of the Company’s members or non-managerial employees. The Company aims to provide a supportive and welcoming atmosphere at the Club and on the Company’s sites and social media channels and thus, reserves the right to remove all forms of verbal and physical harassment in the aforementioned spaces.
13. **Social Media.** The Company will not tolerate certain social media conduct by members, whether indirectly or directly targeting or relating to the Company, its members, shareholders, contractors, officers, directors, employees, personnel, or agents, including for example: (a) defamatory, malicious, obscene, intimidating, discriminatory, harassing or threatening comments or hate propaganda; (b) calls to violence of any kind or other threats of any kind; or (c) conduct that violates any law or

regulation. In the event that the Company feels that you have breached this paragraph, the Company reserves all its rights to take further action, including but not limited to: (i) adding, removing, or modifying any content, including comments, (ii) blocking you or any other disruptive users; and (iii) discontinuing any of its social media channels at any time. In the event that you engage in any of this prohibited conduct on your social media channels regarding the Company or any of the Company's officers, directors, members, employees, personnel, shareholders, contractors, agents, policies, services or products or other members, the Company may immediately terminate your membership and reserves its full legal rights to pursue legal damages against you.

14. **Publicity.** You may not use pictures, illustrations or graphics of the Company (including any images from the Company's website) in any advertising or publicity for commercial purposes without the prior written consent of the Company. You may refer to yourself as a member of the Club on your social media channels, blog or for other non-commercial purposes.
15. **Valuables and Personal Property.** You are urged not to bring valuables into the Club. The Company shall not be liable for the loss or theft of, or damage to, your personal property or the personal property of your guests, including items left in your locker, with the coat check or elsewhere in the Club.
16. **Communications; Partnerships.** You acknowledge that you will receive community emails as part of your obligations and duties as a member. The Company may provide notice of any changes to services, fees or other updates by email to the address provided by you, and you agree that such notice is proper. You agree to notify the Company of any changes to your contact information. If you contact any other member for commercial or other unauthorized purposes who has not consented to such contact, including any spamming, your Membership may immediately be terminated by the Company. You also agree that the Company may from time to time give your email, name and other demographic information to the Company's third party partners, in order to provide beneficial promotional and marketing opportunities to you. Third party partners will not be able to add your information to their databases for commercial purposes. In the event that you do not want the Company to share any of this information, you must notify the Company in writing.
17. **Representations and Warranties; Disclaimer.**
 - a. **House Rules.** You represent and warrant that you have reviewed and understand the House Rules set forth in Section 19 of this Agreement.
 - b. **Mutual Representations and Warranties.** The Company and you each represent and warrant that you and they are each duly authorized to perform your and their obligations hereunder.
 - c. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED ABOVE, EACH PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARISING FROM, RELATING TO OR IN CONNECTION WITH THE MEMBERSHIP, THE CLUB, OR THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY REPRESENTATIONS AND WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.
18. **House Rules.**
 - a. **Annual Commitment.** Your Membership to the Company is an Annual Commitment.
 - b. **Guest Policy.** You are permitted two guests for up to four hours at a time. All guests must be (i) adhering to our membership guidelines (ii) signed-in with our team member and (iii) accompanied by you at all times.

- c. **Events.** You are required to RSVP in advance and change your RSVP to any event if you are unable to attend. Full membership includes free weekly events and excludes special events. All the other membership types do not include events. Full members will receive a 24 hour early notice to RSVP for events. Full members who RSVP but do not attend an event will be charged for the ticket cost paid by non-full members.
- d. **Hours of Operation.** The Club's hours of operation may vary, and the Company may elect in its sole discretion to close the Club on a holiday (whether or not federally recognized). The Company has the right to change the Club's hours of operations at any time and will provide notice of such change to you by email to the address provided by you to the Company.
- e. **The Spaces.** Please respect the Club and other members. Designated quiet areas should not be used for socializing or conversations.
- f. **Space Closures.** The Company may at times close the Club to Members for private events or on holidays in the Company's discretion.
- g. **Membership Cards.** Your Membership card is for your use only and may not be used by anyone else. Please inform the Company if you lose your card and the Company will issue you a replacement card at cost.
- h. **Valuables and Personal Property.** The Company is not responsible for stolen or lost property.
- i. **Company Staff.** The Company's staff is part of our community who are highly trained and here to take care of you while you are working and socializing in the Club. In the same way that respectful behavior is required amongst members, the Company requires such behavior with Company staff. Inappropriate conduct with any staff member will lead to the immediate termination of your membership, with no refund to you.
- j. **Behavior.** Neither you nor your guests may use the Club or any services offered by the Company to conduct or pursue any activities prohibited by law or for which you or your guests are not authorized. You will be strictly liable for the conduct of your guests. No hate speech, discrimination or harassment, sexual or otherwise, will be permitted.
- k. **Animal Policy.** Pets are only allowed at the Club on a case by case basis.
- l. **Attire.** You do you, but be respectful.
- m. **Smoking Policy.** No smoking or vaping of any kind is permitted in the Club.
- n. **Adults.** You must be 18 or older to enter the Club, unless the Company has provided otherwise for private events, or programming or you receive express permission from the Club's general manager. Notwithstanding the foregoing, you acknowledge that you must be (and, upon request, provide appropriate evidence that you are) 21 or older to consume any alcoholic beverages in the Club.
- o. **Noise Level & Audio/Video Sound.** Movies, videos, songs, internet calls and presentations cannot be played through laptop or mobile device speakers at any time except in a Club conference room with the doors closed. Please use headphones. Out of respect to other Members, please be considerate when engaging in conversation with others and on the phone by maintaining an appropriate volume level. Please utilize the Club's phone booth room for private calls and limit your time to 30 minutes.

- p. **Photography.** The Company reserves the right to (i) photograph or take video of you while in the Club and (ii) use such images or video for any marketing and social media purposes in its sole discretion unless you otherwise provide the Club's general manager with written notice that you do not want to be photographed or have video taken of you for marketing purposes.
- q. **Interpretation of the Guidelines.** In the event of any dispute arising as to the meaning or interpretation of these House Rules, the matter shall be referred to the Company's membership team, whose decision shall be final.

19. Miscellaneous.

- a. Except for the payment of any amounts due hereunder, nonperformance of either party shall be excused to the extent that performance is prevented or delayed by strike, fire, flood, epidemic, governmental acts, orders or restrictions, failure of suppliers, Internet or power outages, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party (including for the avoidance of doubt, your inability to access the Club's premises by reason of closure).
- b. In the unlikely event that the Company is no longer able to provide access to the areas and/or the services (or reasonable substitutes thereto) at the Club, then your right to use the Club and any services and your Membership will end. In that event, the Company will have no obligation to refund any Membership Fees, and the Company will not otherwise be liable to you for any reason.
- c. Neither party will assign or otherwise transfer any of its rights or obligations under the Agreement without the prior written consent of the other party. Notwithstanding the foregoing, the Company may, without your consent, assign or otherwise transfer the Agreement: (i) to any of its affiliates or (ii) in connection with a merger, consolidation, sale of equity interests, sale of all or substantially all of its assets or other change of control transaction. Any assignment or other transfer not in accordance with this section will be null and void. The Agreement is binding upon and will inure to the benefit of each party and their respective permitted successors or assigns.
- d. The relationship of the parties under the Agreement: (i) is one of independent contractors, and neither party has the authority to bind the other party in any way and (ii) is non-exclusive and nothing herein shall be deemed to restrict or limit a party's ability to engage in similar relationships, agreements or arrangements with any other party. The Agreement sets forth the entire agreement of the parties as to its subject matter and supersedes all prior agreements, negotiations, representations, and promises between them with respect to its subject matter. A waiver of rights under the Agreement will not be effective unless it is in writing and signed by an authorized representative of the party that is waiving the rights.
- e. The Agreement, and any and all disputes directly or indirectly arising out of or relating to the Agreement, shall be governed by and construed in accordance with the laws of the State of California, without reference to the choice of law rules thereof.
- f. In the unlikely event that you and the Company have a dispute related to this Agreement, you and the Company agree it will be resolved by binding arbitration under the rules and supervision of the laws, except where the law specifically forbids the use of arbitration as a final and binding remedy. **THIS AGREEMENT TO ARBITRATE WAIVES THE PARTIES' RIGHTS TO LITIGATE THEIR DISPUTES IN COURT OR TO RECEIVE A JURY TRIAL.**

- g. You agree not to contact any landlord of the Company directly. You agree that any such communications will be made through the Company.
- h. In the event that any provision of the Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.

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