1) KEY DEFINED TERMS

a) “You”, “you”, “Your,” “your”, or “I” means and refers to the Member and each of the Authorized Users (as defined below). “We”, “we”, “Us”, “us”, “Our”, or “our” means and refers to Bespoke.

b) The member services we provide to you under this Agreement (collectively, “Services”) are subject to these Terms and Conditions (the “Terms and Conditions”). By signing this Agreement, you agree to be bound by them. We reserve the right to update these Terms and Conditions at any time without notice to you, but will endeavor to provide you with email notice of any such change at the email address for the Primary Contact set forth in the Summary of Terms. You can request a copy of the latest Terms and Conditions at any time by asking one of our management representatives. This Agreement does not create any tenancy interest, leasehold estate, or other real property interest, and only provides you with a prepaid membership (“Membership”) to use the Services during the Term (as defined below) and in no way shall be construed as to grant you any title, easement, lien, possession or related rights in Bespoke’s business, the Bespoke premises (“Premises”) or anything contained in the Premises. This Agreement shall not be deemed to create a fiduciary or agency relationship, partnership, or joint venture between us and you.

2) MEMBER’S PRIMARY CONTACT

a) Member agrees that the Member’s Primary Contact is authorized to act as Member’s authorized representative and agent. As such, Member agrees that the Primary Contact will have the right and authorization to provide, and we may rely on, any approvals and/or consents of Member under this Agreement, including, without limitation, to approve and bind Member to any changes or increases to the Services, Fees (as defined below) or to any of the terms and conditions of this Agreement.

3) MEMBERSHIP SERVICES

a) Description of Member Services. Subject to the terms of this Agreement, we will provide you, during the Term, with the Services set forth in the Summary of Terms and as further described below:

i) Access to any desk or office space provided with your Type of Membership set forth in the Summary of Terms (“Type of Membership”). We reserve the right to change the location, at any time and in our sole discretion, of any dedicated and/or temporary desk or office space which is provided with your Membership. To the extent that the Type of Membership checked in the Summary of Terms is “OTHER”, Bespoke reserves the right to impose additional terms and conditions on your Membership depending on the specific details of your proposed use of the Premises.

ii) Opportunity to participate in Bespoke-sponsored events (subject to availability, and which may be at an additional cost).

iii) Use of shared internet Wi-Fi connection.

iv) Regular maintenance of the Premises provided that we will not be responsible for damage exceeding normal wear and tear. You are responsible for any damage that you cause. User support with respect to any equipment, facilities or Services offered hereunder (if any) shall be provided by Bespoke, or its designated third party, at Bespoke’s sole discretion.

v) Use of the printers/scanners/copiers in the amount or at the cost specified by your Type of Membership. The amount of printouts and copies may not be rolled over from any Membership Period (as defined below). Printouts and copies in excess of the amount specified are subject to overage fees at the rate specified for Day Pass Members.

vi) Use of conference rooms, subject to availability, in the amount of hours or at the cost specified by your Type of Membership. The conference room usage allowance provided with your Membership may not be rolled over from one Membership Period (as defined below) to the next. Use of the conference rooms in excess of such number of hours is
subject to overage fees at the rate specified for Day Pass Members. We reserve the right to modify your conference room bookings and locations with prior notice.

b) **Member and Authorized User Information.** Only those individuals set forth on the Summary of Terms as Authorized Users will be deemed to be “Authorized Users” and entitled to the Services provided with your Membership. If the number of Authorized Users exceeds the number allocated on the Summary of Terms, the Member will be required to pay additional fees. We reserve the right to limit the number of additional Authorized Users in our sole discretion. The Member is responsible for maintaining the accuracy of the names of the Authorized Users on the Summary of Terms. If the Member has any changes to the individuals designated as Authorized Users, before such changes take effect, the Primary Contact must provide us written notice of any such change and take all actions reasonably requested by us to effectuate such change. Such changes shall be subject to our prior written approval. The Member shall be responsible and liable for the acts and/or omissions of any Authorized Users.

c) **Participation in or Use of Services.** You acknowledge that you are participating in or using the Services at your own free will and decision. You acknowledge that Bespoke does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use. Bespoke shall be permitted at any time to restrict the right to access the Premises or otherwise put restrictions or limitations on the normal hours of operation of the Premises, at Bespoke’s sole and absolute discretion. You expressly acknowledge and agree that neither the services provided by Bespoke, nor this agreement, shall in any manner constitute a landlord/tenant relationship. You further expressly acknowledge and agree that Bespoke makes no representation or warranty as to the level, quality or availability of any of the services, which may be modified by Bespoke at any time and in its sole discretion. Individuals who obtain a shared desk membership are not guaranteed availability of services and utilization of any reservation system provided by Bespoke to reserve a shared desk may result in overbooking and will not guarantee availability. Regardless of membership type obtained, no refunds are available or will be provided in the event any service is or becomes unavailable. Your sole right in the event that services are unavailable is to terminate this agreement pursuant to the terms in section 5(b) below.

4) **FEES AND PAYMENTS**

a) **Commitment Fee.** Upon submitting a signed and completed Agreement, the Member will be obligated to pay the nonrefundable Commitment Fee in the amount indicated in the Summary of Terms (“Commitment Fee”). A Commitment Fee is not required for Day Pass Members.

b) **Security Deposit.** On the Start Date indicated in the Summary of Terms (“Start Date”), the Commitment Fee will convert automatically into a security deposit (“Security Deposit”). We will have the right, at our option and in our sole discretion, to apply all or part of the Security Deposit toward the payment of any amounts due under this Agreement or required to remedy any default in the performance of any other term of condition in this Agreement by you. Additionally, if there is any damage to the Premises caused by you, repairing such damage and/or restoring the Premises will be deducted from the Security Deposit. The Security Deposit is not intended to be a reserve from which any Fees may be paid. In the event the Member owes us other Fees, such Fee may not be deducted from the Security Deposit, but must be paid separately. The Security Deposit will be returned to the Member no later than thirty (30) days following the termination of this Agreement, subject to the complete satisfaction of your obligations under this Agreement. The Security Deposit will not accrue any interest on your behalf while held by us. A Security Deposit is not required for Day Pass Members.

c) **Membership Fee.** During the Term of this Agreement, we will process payment for the Membership Fee set forth in the Summary of Terms (“Membership Fee”) and other outstanding fees or money owed to us (collectively, “Fees”), in advance, no later than the fifth (5th) business day of each calendar month. Payment for any Day Pass usage is paid on the day of use unless other arrangements have been made with us.
d) **Overage Fees.** If you use the conference room or printing services in excess of the amount indicated in the Summary of Terms for your Type of Membership, the Member will be responsible for paying overage fees at the same rate specified for Day Pass Members.

e) **Payment.** All Fees shall be made in U.S. dollars and shall be made via through periodic electronic debit (ACH) withdrawals from your designated account(s) at financial institutions on the designated date(s) set forth in this Agreement, or in such other manner as required by us, which may include, without limitation, check, money order, credit card or otherwise. Late payments made after the 10th of the month shall incur interest at the rate of the greater of five percent (5%) or the maximum amount allowed by law, per month from the date such payments were originally due.

5) **TERM AND TERMINATION**

a) **Term.** When signed by the Member, this Agreement will be effective on the Effective Date.

i) If the Membership Period on the Summary of Terms (“Membership Period”) is designated as a “Monthly” Membership Period, then the “Term” of the Membership will begin on the Start Date specified in the Summary of Terms and will continue on a monthly basis, until terminated by a party in accordance with these Terms and Conditions.

ii) If the Membership Period on the Summary of Terms is designated as a “Daily” Membership Period, then the “Term” of the Membership will begin on the Start Date specified in the Summary of Terms and will terminate at the end of that day, or, if the Member elects to continue or extend the Membership, then this Agreement will continue for so long as the Member elects to continue the Membership and pay its Fees.

iii) If the Membership Period on the Summary of Terms is designated as an “Other” type Membership Period, then the “Term” of the Membership will begin on the Start Date specified in the Summary of Terms and will terminate at the end of the Membership Period specified therein.

iv) In all events, any use by Member of the Services shall be subject to the terms of this Agreement.

b) **Termination.**

i) **Termination by Bespoke.** We may immediately terminate this Agreement, including, without limitation, the Membership and access to the Premises, by written notice to you (email to suffice), upon breach of this Agreement by you, or at any other time for convenience, when we, in our sole discretion, see fit to do so. Member will remain liable for past due amounts and we may exercise our rights to collect due payment despite termination of this Agreement.

ii) **Termination by Member.** Excluding Day Pass Members, any Member may terminate this Agreement by providing at least thirty (30) days’ prior written notice to us; provided, however, that only the last business day of a calendar month may be set as the termination date and the Member will not be entitled to any proration with respect to any Fees. For example, if the Member delivers a termination notice on August 15, the termination will not be effective until the last business day of September, and Member will owe Fees due for the entire month of September.

iii) **Removal of Property.** Prior to the termination or expiration of this Agreement, you will remove all of your property from the Premises. After providing reasonable notice, we will be entitled to dispose of any property remaining on the Premises without any obligation to store such property, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible to pay any fees reasonably incurred by us regarding such removal. Following the termination or expiration of this Agreement, we will not forward or hold mail or other packages delivered to us.

6) **RULES AND REGULATIONS**

a) **Use of Services.** You agree that when using the Services:

i) You shall promptly notify us of any changes to your contact and payment information.

ii) We will endeavor to provide notice to you of any changes to Services, Fees, or other updates by sending an email to the email addresses provided by you. It is your responsibility to read all emails.
iii) For security, operational or other related reasons, we may regularly record you and any other members, including your guests, via video, audio or other means in certain or all of the areas in the Premises and monitor and record communications sent through the Wi-Fi enabled Internet connection provided by us in the Premises.

iv) We may disclose information about you as necessary to satisfy any applicable law, regulation, legal process, or government request.

v) You are responsible for all of your acts or omissions, including, without limitation, any damage you cause to our or any other person's property or any injury you cause to any person. You agree to comply with any house rules posted or provided on the Premises.

vi) Access to any conference rooms or shared use spaces must be reserved. Please no conference room squatting. Conference rooms are for meetings with customers, teammates, and clients only. If you want to hold an event at the Premises, please talk to the Premises staff to discuss scheduling, guest policy, insurance requirements and additional fees and terms and conditions. You must provide at least forty-eight (48) hours’ notice and obtain Bespoke's prior written permission to host an event on the Premises. Please clean up after using a conference room or shared space. If you re-arrange the furniture in the conference room, we expect that you will return it to the original set-up when you’re finished.

vii) We reserve the right to place a limit on the number of guests you are permitted to invite onto the Premises at any one time, in our sole discretion.

viii) Bespoke shall have sole power to direct electricians to where and how telephone and other wires are to be introduced into the Premises. No boring or cutting of wires is permitted without the consent of Bespoke.

ix) No furniture, large or bulky packages, supplies, equipment or merchandise will be received at the Premises unless approved first by Bespoke.

x) Except for Bespoke’s gross negligence, you assume full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.

xi) Internet Policy: Wireless access to the internet is provided as part of the Services. Service interruptions, if they occur, will be handled in a commercially reasonable manner. Bespoke is not responsible for any data, business or other losses as a result of such interruptions. You are responsible to protect your own computer and data from electrical surges, theft, virus or other malicious attack. Unless otherwise set forth by Bespoke in writing, you are receiving a single user account solely for your use of the wireless through one device per log-in session. You agree not to download or stream overly large files in a manner that would slow down the network for other users of the internet on the Premises. You agree not to resell any aspect of the wireless access, whether for profit or otherwise, share your IP address or ISP internet connection with anyone, access the wireless simultaneously through multiple units or to authorize any other individual or entity to use the internet. You are not entitled to a refund of any Fees paid hereunder if the internet is not available for any reason.

b) Prohibited Use. You agree that when using the Services, you will not:

i) Use the Services to conduct or pursue any illegal activities.

ii) Perform any activity that is reasonably likely to be disruptive, offensive, or dangerous to other members, their guests, or their property (including, without limitation, unapproved parties, events or loud presentations).

iii) Make copies of any keys, keycards, or other means of entry to the Premises or lend, share, or transfer any keys or keycards to any third party.

iv) Allow any guest(s) to enter the Premises without registering guest(s) at the front desk. Guests may be required to sign an acknowledgement that they have read and agree to abide by any rules and regulations applicable to the Premises, including, without limitation, those contained in this Agreement.

v) Attach or affix any items to the walls, install antennas, or telecommunication lines or devices in or about the Premises or bring additional furniture into the Premises.

vi) Place anything, or allow anything to be placed, in the common areas, or near the glass or any window, door, partition or wall, which may in Bespoke’s judgment, appear unsightly.

vii) Without the prior written consent of Bespoke, use any of Bespoke’s names, logos or marks, or use pictures or illustrations of the Premises in any advertising, publicity or other purpose, except you may use the address of the Premises as the address of your business
for purposes of receiving mail at the Premises. Your use of the Premises for your mail delivery is at your sole risk and any mail received at the Premises will not be held longer than two (2) business days before being disposed of (or returned to sender) in Bespoke’s discretion.

viii) Take or copy information belonging to Bespoke or any other member or their guests, or authorized users.

ix) Except with the prior written consent of Bespoke, use the Premises to sell goods or services at retail directly in or from the Premises.

x) Live or sleep on the Premises.

xi) Conduct any type of business we deem to be obscene or otherwise interferes with another member’s use or enjoyment of the Premises.

xii) Use the Services in connection with contests, scavenger hunts, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited message (commercial or otherwise).

xiii) Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or property of another.

xiv) Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.

xv) Create a false identity or misrepresent yourself for the purpose of misleading others.

xvi) Use common spaces as a place for continuous, everyday work.

xvii) Bring motorized scooters or bikes onto the Premises.

xviii) Non-Motorized bicycles are allowed to be brought into the Premises but must be stored in the designated bicycle storage area. Under no circumstances is riding a bicycle permitted within the Premises or anywhere in the adjacent mall area.

xix) Consume or bring onto the Premises any drugs or alcohol.

xx) Bring firearms, knives, or weapons of any kind onto the Premises.

xxi) Use of skateboards, roller skates, or rollerblades in the Premises.

xxii) Bring any pets on to the Premises.

xxiii) Bring upon, use or keep in the Premises, any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Bespoke.

Failure to follow the rules and regulations set forth in this Agreement or those imposed by the Premises shopping center will be deemed a breach of this Agreement. In addition to any rights and remedies that Bespoke maintains for breach of this Agreement elsewhere in this Agreement and under applicable law, Bespoke may immediately suspend and deny such Members and their Authorized User’s access to the Premises. To the extent any guest of an Authorized User violates any of the rules and regulations set forth in this Agreement or those imposed by the Premises shopping center, Bespoke may request that such guest be required to immediately leave the Premises and any such guest action or inaction shall be treated as a breach of this Agreement as if it was performed by the Authorized User.

c) **Confidentiality.** All confidential information disclosed to you in connection with your use of the Services or in connection with this Agreement (“Confidential Information”) remains the sole and exclusive property of Bespoke or the respective disclosing party. You acknowledge and agree that nothing in these Terms and Conditions or your participation or use of the Services will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property proprietary rights of Bespoke or any participant or user of the Services. Your use of the Services obligates you to:

1. Maintain all Confidential Information in strict confidence;
2. Not to disclose Confidential Information to any third parties; and
3. Not to use the Confidential Information in any way directly or indirectly detrimental to Bespoke, or any participant or user of the Services.

d) **Representations and Warranties.** You represent, warrant and covenant that your performance of the obligations under this Agreement does not violate or conflict with any other agreement or obligation by which you may be bound and this Agreement does not infringe upon, nor violate, the rights of any third party or any law, regulation, statute, treaty, directive, ordinance.
or other government authority. You represent, warrant and covenant that, if you are an entity, you are duly organized under applicable law, and that you have the right and authority to enter into and perform your obligations under this Agreement and to grant the rights granted in this Agreement. You represent, warrant and covenant that you will be fully responsible for acquiring, at your sole cost and expense, all licenses, permits, authorizations and insurance that may be required in order to legally conduct the business activities that you will conduct within the Premises. All your activities conducted within the Premises will comply with all applicable laws, rules and regulations issued by local, state and federal authorities applicable thereto.

7) DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; RELEASE.

a) Disclaimer of warranties. To the maximum extent permitted by applicable law, bespoke provides the services and the premises “as is” and with all faults, and hereby disclaims with respect to the services and premises all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. You acknowledge that you have inspected the premises (or will inspect the premises prior to commencement of your business operations), observed no dangerous conditions, accept the premises “as is” and assume all risk of injury or damage to your person or property in connection with your use of the premises regardless of the condition thereof. The entire risk as to the quality, or arising out of participation in or the use of the services or premises remains with you.

b) Exclusion of incidental, consequential and certain other damages and release of liability. To the maximum extent permitted by the applicable law, in no event shall Bespoke, Emporium Mall LLC, S.F. Centre limited partnership, Westfield America, Inc., Westfield America limited partnership, Westfield property management LLC or any of their respective parents, partners, subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually (collectively, the “bespoke parties”) be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss or destruction of personal property, loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the services, the provision of or failure to provide services, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of bespoke, and even if bespoke has been advised of the possibility of such damages. To the fullest extent permitted by applicable law, in no event will the bespoke parties’ total liability to you, for all possible damages, losses, and causes of action in connection with your access to and use of the premises and your rights under this agreement, exceed an amount equal to the amounts you have paid bespoke in connection with this agreement. You agree to release, discharge, indemnify, defend and hold harmless the bespoke parties from and against any and all claims, liability, losses, damages or injuries of any kind arising out of or related to your use of the premises. Without limiting the generality of the foregoing, you expressly waive, on behalf of yourself and on behalf of all authorized users, all rights, if any to assert any claims against the bespoke parties for damage, destruction or loss of any equipment, property, goods, wares, merchandise, supplies, cash upon the premises or, by any reason of fire, theft, robbery or burglary, bodily injury, personal injury or death or other loss; provided, however, such loss or damage is not due to the gross negligence or willful misconduct of bespoke or any of the bespoke parties. You accept all responsibility for any injury or liability incurred as a direct result of your display of fixtures or business operations. You further understand and agree that all rights under section 1542 of the civil code of California (“section 1542”) and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that section 1542 provides that: “a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her must have materially affected his or her settlement with the debtor.”
releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

8) ADDITIONAL AGREEMENTS

a) **Our Reserved Rights.** We are entitled to access your office or desk space, with or without notice, for maintenance, safety or emergency purposes. During these times, we may temporarily move furniture contained in the office space. We reserve the right to move or alter your office space. We may modify or reduce the list of Services at any time with prior notice.

b) **Name/Logo.** You hereby grant Bespoke, and our agents, a limited, non-transferable, royalty-free, fully-paid, worldwide, license to use your name(s), trademarks, service marks and logos (the “Member Marks”) in connection with Bespoke’s Services hereunder, materials related to it, as well as the advertisement and promotion thereof.

c) **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.

d) **Other Members, Users and Guests.** We do not control and are not responsible for the actions of other members or any other user of the Services or Premises. If a dispute arises between members, other users or their guests, we shall have no responsibility or obligation to participate, mediate, or indemnify any party. Bespoke reserves the right at any time to institute a guest policy or otherwise approve guests prior to permitting them access to the Premises.

e) **Attorneys’ Fees.** If either party shall obtain legal counsel or bring an action against the other by reason of the breach of any covenant, warranty or condition hereof or otherwise arising out of this Agreement, the non-prevailing party shall pay to the prevailing party all costs and expenses associated therewith, including reasonable attorneys’ fees, all of which shall be payable whether or not any action is prosecuted to judgment. The term “prevailing party” shall include, without limitation, a party who obtains legal counsel or brings an action against the other by reason of the others’ breach or default and obtains substantially the relief sought, whether by compromise, settlement, or judgment.

f) **Non-Disparagement.** You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Bespoke, or any of Bespoke officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

g) **Indemnification.** You release, and hereby agree to indemnify, defend and save harmless Bespoke and Bespoke and its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, demands, causes of action, liabilities, losses, damages, costs, expenses, judgments, fines and penalties (including reasonable attorneys’ fees) based upon or arising out of your negligent actions, errors and omissions, willful misconduct and fraud in connection with the participation in or use of the Services or the Premises, arising out of any injury, illness, sickness, or disease that you or any of your employees suffer that is subject to the Workers’ Compensation laws of the State of California, any other activity you engage in on or about the Premises, or your breach or alleged breach of this Agreement. You further agree in the event that you bring a claim or lawsuit in violation of this Agreement, you shall be liable for any attorneys’ fees and costs incurred by Bespoke or its respective officers and agents in connection with the defense of such claim or lawsuit.

h) **Damage to Premises.** You will be responsible and agree to reimburse Bespoke for any damage or destruction caused to the Premises or Bespoke’s personal property and equipment contained within the Premises. In the event that any party to this Agreement is compelled to
cease performance of its obligations because of: (a) the passage after the date hereof of any laws or regulations; (b) any legal or administrative proceedings of any government or governmental agency, court or administrative agency; (c) strikes, boycotts, lockouts, or other labor disturbances; (d) interruption of power; (e) temporary or permanent lack or loss of supplies or production for reasons outside the affected party's reasonable control; (f) fire; (g) explosion; (h) catastrophe; (i) war or act of terrorism; or (j) weather, earthquake or any other cause beyond the reasonable control of a party that it could not have reasonably foreseen and prevented the effects of, then the party so affected will, while so affected, be relieved to the extent thus prevented from performing its obligations under this Agreement, but in such event, such party will take all reasonable measures to remove the disability and to resume full performance under this Agreement at the earliest possible date.

i) **Investigations.** Bespoke reserves the right, without any limitation, to: (i) investigate any suspected break-ins or breaches of security, including of its information technology or other systems or networks; (ii) investigate any suspected breaches of this Agreement; (iii) investigate any information obtained by Bespoke in connection with reviewing law enforcement databases or complying with criminal laws; (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters; (v) prosecute violators of this Agreement; and (vi) discontinue the Services, in whole or in part, or, suspend or terminate your access to it, in whole or in part, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Bespoke under this Agreement.

j) **Severability.** In the event that any provision or portion of this Agreement is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

k) **Survival.** All provisions of this Agreement reasonably expected to survive the termination of this Agreement will do so.

l) **Waiver of Jury Trial and Governing Law.** Subject to applicable law, the parties to this Agreement hereby waive and relinquish any and all rights that such party may have to trial by jury in any action, proceeding or counterclaim filed by either party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement and/or the Premises, or any alleged acts or omissions of us or you in connection therewith. This Agreement shall be construed in accordance with the laws of the State of California pertaining to contracts made and performed entirely therein without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. The parties to this Agreement hereby submit and consent to the exclusive jurisdiction and venue of the courts of San Francisco County, California in any action to enforce (or otherwise relating to) this Agreement.

m) **No Assignment.** You may not transfer or otherwise assign any of your rights or obligations under this agreement without our prior consent.

n) **Insurance.** You are responsible for complying with the Workers' Compensation laws of the State of California, and any other reasonable insurance requirements as we may request from you from time to time. Your policies of insurance shall in such form and include such endorsements as we may reasonably request and must provide a waiver of subrogation in favor of Bespoke and our parents, affiliates and subsidiaries. You shall provide proof of any such insurance upon our request.

o) **Acknowledgement about Premises.** You acknowledge that the Premises are a part of the Westfield San Francisco Center (which is a shopping center) and you agree to abide by any rules and regulations applicable to tenants and visitors thereto and will otherwise conduct your activities in a manner that minimizes any disruption to the shopping center.