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MEMBERSHIP TERMS AND CONDITIONS

1. INTRODUCTION

1 Warwick is the trading name of MG Warwick Street Opco Limited, company number 12275186, whose registered office is 1 Warwick Street, London, W1B 5LR ('1 Warwick').

By submitting an application form to join 1 Warwick as a member ('Member' or 'member') or by booking any 1 Warwick facilities, you confirm your acceptance of these terms and conditions, (which are also set out on our website and attached to our online application), together with the House Rules (the 'Terms'). 1 Warwick may, in accordance with clause 21, change these Terms from time to time which apply to all users of 1 Warwick. These Terms form the entire agreement between you and 1 Warwick. These Terms set out the basis of your membership and how you may use 1 Warwick Street, Soho, London, United Kingdom, W1B 5LR (the 'Premises').

By submitting an application form to join 1 Warwick, you confirm that you are at least 18 years old, that you have the legal capacity to enter into legally binding contracts under applicable law. If you are entering into this membership on behalf of a company, you are properly authorised to bind the company to the Terms, and, in any event of default of payment, you agree to remain personally liable for any outstanding amounts owed by that company to 1 Warwick, as set out in clause 4.

These Terms apply to guests of members and any non-members who use the private spaces available at the Premises. These Terms also apply to all members, regardless of membership type. The current membership tiers (as may be varied by us from time to time), are:

- (a) Social membership;
- (b) House membership;
- (c) Resident membership;
- and
- (d) Study membership.

By submitting an application form to join 1 Warwick, regardless of the membership type, you are agreeing to enter into a fixed term 12-month membership. The details of the monthly charges and payment, as well as renewal and cancellation policies associated with each membership type are set out in these Terms.

2. MEMBERSHIP COMMENCEMENT

Upon submitting an online application form for membership, you will be deemed to accept these Terms.

The membership committee reviews all applicants and, at its sole discretion, shall decide whether to accept or decline an application.

Social membership is only considered confirmed once the membership committee has

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reviewed and approved the online application and all payment details have been received and verified.

House membership is only considered confirmed once the membership committee has reviewed and approved the online application, the Deposit (as defined below) and all payment details have been received and verified.

Resident membership and Study membership are only considered confirmed once a membership contract is signed by both parties and the deposit has been received.

Once this process has been completed and your membership application is considered successful, you will receive a confirmation email setting out the day on which your membership will commence, which will also be the date when your first month's membership fee will be taken (your 'Start Date'). If your Start Date is after the 1st of the month, your first payment will be prorated.

3. MEMBERSHIP STATUS

Your membership allows you to use the Premises in accordance with these Terms and the rights of your membership, as varied from time to time, in accordance with these Terms.

You cannot use the areas of the Premises that are not included in your membership, and if you do so we reserve the right to change or terminate your membership and charge you a higher tariff as applicable.

You cannot use the Premises if your membership expires, is suspended or terminated.

Only individuals set forth on 1 Warwick's members register will be deemed to be members and entitled to the benefits outlined in these Terms.

You will receive a membership card which must be used on every visit, in order to gain entry to the Premises. You must have your membership card with you at all times while you are in the Premises. Membership cards are named cards and not transferable. A replacement fee of £10 will be charged for any lost or damaged cards, keys or any other access devices.

4. PAYMENTS TO 1 WARWICK

Membership fees

Membership fees are set by 1 Warwick. These fees shall be provided to you, on a separate fee schedule. Membership fees, for each membership type, may be varied at the discretion of 1 Warwick, and 1 Warwick will provide you with at least 30 days' notice of any fee change. Any fee change shall not apply before the end of the term of your current membership and shall only take effect upon renewal of your membership. Members who do not wish to accept changes in the membership fees may terminate their membership in the manner described in clause 7.

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By submitting an application form to join 1 Warwick, regardless of the membership type, you are agreeing to enter into a fixed term 12-month membership. This means that you are liable to pay the membership fees for the entire relevant fixed term (i.e.: the initial term and for each renewal term of your membership), and any outstanding amounts owed to 1 Warwick.

If you are entering a Social or House membership on behalf of a company, you agree to notify the Membership team, in writing, who shall provide an agreement to be signed and duly executed by an authorised person, or a director of the company who has authority to enter the company in any contractual terms. If you are entering into a Social or House membership on behalf of a company, the company shall be liable for any outstanding amounts owed by the company to 1 Warwick, in any event of default of payment.

All membership fees received by 1 Warwick are non-refundable.

You agree to give us details of your credit/debit card when you become a member. These will be held on account and be charged for any in-House expenses related to food and beverage.

You agree to set-up a direct debit mandate as default payment method for all membership fees, meeting room bookings and any other fees that are not related to food and beverage.

Either payment method will be used by 1 Warwick, in absence or failure of the other one.

By agreeing to become a member, you accept and consent to 1 Warwick taking your membership fees due to 1 Warwick from you, as set out in the payment details, you have provided, and in accordance with the following:

Membership charges

(a) Social membership

Social membership fees are paid upfront annually, commencing on the Start Date, unless monthly payments have been agreed in writing by the membership team. Social memberships also require payment of a non-refundable joining fee.

(b) House, Resident and Study memberships

These membership fees shall be paid monthly in advance and charged on the 1st of each calendar month starting from the month in which your membership commences. If you join after the 1st of the month your first payment will be prorated.

Failure to pay any membership fees or monthly charges within 5 days after being notified of the overdue payment will result in you being denied entry to 1 Warwick and, at 1 Warwick's election, termination of your membership. In addition, 1 Warwick reserves the right to charge interest on the overdue amount at a rate of 8% per annum above the Bank of England base rate. Such interest will accrue on a daily basis from the due date until the date of the actual payment of the overdue amount.

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If any payment details associated to your account change, you agree to immediately update these promptly on the members' portal or notify the membership team.

Charges will apply for use of facilities and/or services that are not included in your membership. In case of landline and broadband services these will be charged in accordance with Annex 2 of these Terms. Any such charges will be charged at the specific rates set out by 1 Warwick on a monthly basis based on the date the services commence, excluding any printing related charges which will be charged on the first calendar day of the month following the service.

The Deposit

Upon commencement of your membership House members are obliged to pay an amount equal to one month's membership fees as a deposit; Resident members are obliged to pay an amount equal to two months' membership fees as a deposit; and Study members are obliged to pay an amount equal to three months' membership fees as a deposit, depending on the account type; (the 'Deposit').

The Deposit will be held by 1 Warwick as security for performance of all your obligations and liabilities under these Terms and is not intended to be a reserve from which your membership fees or any outstanding fees payable to 1 Warwick may be deducted or set-off, unless 1 Warwick so chooses.

For the avoidance of doubt, 1 Warwick reserves the right to keep the Deposit if you are in breach of the termination procedure set out in clause 7 of these Terms, and/or for any other reason set out in clause 7 of these Terms.

If any amounts have been set off by 1 Warwick against the Deposit, you shall make up for any shortfall upon renewal of your fixed term membership.

Upon termination of your membership, and subject to the complete satisfaction of your obligations under these Terms, 1 Warwick will refund you within 30 days of termination the balance of the Deposit after deduction of any outstanding fees and other amounts due to 1 Warwick in accordance with these Terms.

5. CONDUCT

1 Warwick will issue separate House Rules to apply to all users of the Premises (including guests of members), which will deal with day-to-day issues such as conduct at the Premises ('House Rules'). All members and users of the Premises (including guests of members) must comply with the House Rules.

6. MEMBERSHIP RENEWAL

On each anniversary of the Start Date, (unless terminated in accordance with Clause 7 of these Terms), your membership shall automatically renew for a fixed period of 12 months, and 1 Warwick shall take relevant payment for the respective membership type.

7. TERMINATION OF MEMBERSHIP

Membership may be cancelled by giving written notice to the Membership team at 1 Warwick of your intention to terminate your membership, no later than the period stated below prior to the first anniversary of the Start Date or each subsequent anniversary thereafter, as applicable, if your membership is renewed pursuant to clause 6:

- (a) Social membership: 30 days;
- (b) House membership: 30 days;
- (c) Resident membership: 60 days; and
- (d) Study membership: 90 days.

If notice is given in accordance with the notice requirements above, your membership will terminate on the next anniversary of the Start Date, as applicable. Members must rectify any damage caused to 1 Warwick property during the term of their membership and may be charged accordingly. This charge will be deducted from the Deposit. On leaving 1 Warwick a member of the 1 Warwick team will conduct an inspection and compile an inventory.

Your Deposit will be refunded, in accordance with clause 4 of these Terms, and less the cost of any damage sustained during the membership's term, as identified by 1 Warwick during this inspection and as recorded on the inventory (and less any amounts due). The refund will be processed within 30 days of termination of your membership.

Upon termination of your membership the Premises' address can no longer be used for correspondence of any kind. 1 Warwick does not accept any liability for mail received after your membership has terminated, and at its option, shall return such mail to the sender.

1 Warwick may also terminate your membership immediately if:

- you provide 1 Warwick with details which you know to be false when applying for membership, and the false declaration would have reasonably affected our decision to grant you membership.
- you become insolvent, bankrupt, go into liquidation, or become unable to pay your debts as they fall due; or
- you are in breach of these Terms, and, if such breach is capable of remedy, you fail to remedy such failure to the reasonable satisfaction of 1 Warwick, within 5 days after being notified of such breach.

Upon termination of membership, members should remove all personal property from the Premises, vacate respectfully, leave their area in a clean state, and return all 1 Warwick keys, access control/membership cards or other property belonging to 1 Warwick.

1 Warwick will not be held responsible for any personal property left at the Premises after termination, and any such property may be disposed by 1 Warwick, without prior notice.

8. TRANSFERRING MEMBERSHIP

Memberships cannot be transferred to or shared with anyone else. It may be possible to

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transfer a membership to another Maslow's location, by request. All such requests should be made in writing to the Membership team. Transfer is not guaranteed and is subject to availability. Charges may apply.

9. MEMBERSHIP REVIEW

Memberships may be reviewed by 1 Warwick, in its sole discretion, at any time in order to ensure best practice. Membership tiers, facilities and benefits may be subject to modifications by 1 Warwick. Any such modification shall not be in breach of the Terms.

1 Warwick may modify, withdraw, amend, or add to the membership tiers (and the benefits applicable to a membership tier) from time to time, and will provide you with as much advance notice as practicable of such event.

Current membership tiers are set out on www.1warwick.com.

You are deemed to have accepted any modifications, withdrawal, amendment, or addition to your membership tier if you continue to access the Premises or book any 1 Warwick facilities.

Members who do not wish to accept changes in their membership tier benefits may terminate their membership in the manner described in clause 7.

10. ADDITIONAL FACILITIES

Nessa is open to all members of 1 Warwick, as well as members of the public.

If your membership permits, you will have access to the 1 Warwick gym, according to your membership tier. Members must comply with the House Rules when using the gym.

Social, House, Resident and Study members have reciprocal access to all communal areas of Mortimer House, located at 37 – 41 Mortimer Street, Fitzrovia, London W1T 3JH, in accordance with each member's membership tier, and with the Mortimer House House Rules.

11. TECHNOLOGY & SUPPORT

Wireless internet connection is provided for the benefit of members and their guests and should be used in accordance with all United Kingdom laws, statutes and regulations. Use of the internet connection must not therefore violate any law, be defamatory, offensive, abusive, indecent, obscene, be harmful in anyway, promote or encourage any unacceptable or illegal behaviour, have any fraudulent purpose or effect, result in any misrepresentation, or damage the integrity, reputation, brand or name of 1 Warwick in any way. Any passwords required for the use of the internet connection must not be divulged to any other party.

Access to the 1 Warwick online members' portal is offered free of charge to all members. The portal is used to help 1 Warwick manage your membership and allow you to order and pay, through our third-party payment provider, Nexodus Space (subject to their terms and

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conditions and privacy policy, a link to which can be found here), for your membership and other chargeable services and facilities which we make available to you. Your use of the portal will be subject to your acceptance of the portal's privacy policy, which you will be deemed to accept when using the portal for the first time and then each time there is a change in the policy. 1 Warwick reserves the right to change its third-party payment provider at any time, and without your consent.

You agree not to install cabling or telecoms, without notification to, and approval by the Technical Support team. If requested, 1 Warwick will provide basic assistance with setting up printers, connecting to standard Wi-Fi, set ups of desk phones as well as help with other technical equipment applicable.

12. PHONE LINES & CALLS

If you are a Resident or Study member and require a landline, monthly line rentals fees will apply.

Annex 2 will apply if you subscribe for a dedicated land line or broadband service.

13. SECURITY

1 Warwick operates CCTV cameras for the security of its members and all those who use 1 Warwick. You agree that all activities may be monitored, and any illegal act recorded may be passed to the police or relevant authorities.

Members are responsible for their possessions at all times. 1 Warwick's insurance does not cover loss, damage or theft of members' possessions.

Members who leave possessions unattended at any time on the premises do so at their own risk.

1 Warwick accepts no responsibility or liability for loss or damage to your property at the Premises.

14. ACCESS & MAINTENANCE

1 Warwick and its team, shall, at all times have access to all areas of 1 Warwick, including those being used by members, with or without notice, including but not limited to, for the purposes of maintenance, safety, security or emergency and may temporarily or permanently move you to an alternative space, and remove or replace parts and components of the facilities.

1 Warwick reserves the right to close certain areas of the Premises. 1 Warwick will do its best to keep any disruption to a minimum.

15. INSURANCE

1 Warwick recommends that individual members acquire, arrange and maintain insurance for

MG Warwick Street Opco Limited
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the term of your membership and for your use of the Premises, including but not limited to contents/personal possessions insurance.

In addition to any insurance you may be required to have by law, 1 Warwick requires any Study members trading as a company to acquire, arrange and maintain appropriate public liability insurance for the term of the company's membership and for the company members' use of the Premises, and reserves the right to request a copy of such policy, certificate or other proof of insurance.

16. HEALTH AND SAFETY

1 Warwick will endeavour to ensure the wellbeing and safety of all those within the Premises. Members should not do anything that compromises their own safety or that of others whilst in the Premises.

17. LIABILITY

You are liable for any damage caused by you or any of your guests in relation to anything inside the Premises or to the Premises, and you may be asked to repay any costs incurred by 1 Warwick in rectifying any damage caused.

You are responsible for any loss that 1 Warwick may suffer as a result of or in connection with anything you ask 1 Warwick to print.

In no circumstances will 1 Warwick be liable (whether in contract, tort, negligence, breach of statutory duty or otherwise) to any members or guests for any loss, damage or theft to their property, however caused.

1 Warwick's total liability to a member (whether individual or company, as applicable) or any guest whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection to these Terms shall not exceed the charges and membership fees paid by such member (or in respect of guests of members, the fees paid by the member who has brought in the guest) in the 12 month prior to the first event or occurrence giving rise to liability.

Nothing in these Terms is intended to affect any mandatory rights a member or guest may have under applicable law that 1 Warwick cannot legally restrict or exclude (including, for the avoidance of doubt, in respect of death or personal injury to a member or guest caused by the negligence of 1 Warwick, its employees or agents).

To the fullest extent permitted by law, the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded for these Terms.

18. COMMUNICATION AND PRIVACY

When you apply for membership and throughout the time you are a member with us, you will provide us with certain personal information about yourself, including a profile photograph,

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in our membership database. Whether you apply online or use our portal and supply personal information to us through that portal we will use that personal information in accordance with our privacy policy which can be found on the portal. We collect and use your personal information in accordance with our privacy policy described in Annex 1 of these membership terms. By applying for membership with us and providing your personal information in connection with the same, you are consenting to us collecting and using your personal information, in accordance with our privacy policy.

We may use the personal information you provide about you and your guests in accordance with our privacy policy. 1 Warwick or Maslow's may contact you to 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 transmitted is proper.

You agree to notify 1 Warwick of any change to your contact information (including but not limited to your telephone and e-mail address).

If you contact any other member who has not consented to such contact, including any spamming, your membership may immediately be terminated by 1 Warwick.

19. 1 WARWICK TRADEMARK RIGHTS

All members and their guests shall not use the names, logos, colours, trademarks, service marks, photographs, trade dress, or other identifying features of 1 Warwick or Maslow's Group LLP, in the course of trade without obtaining the specific prior written approval of 1 Warwick or Maslow's Group LLP.

20. RELATIONSHIP BETWEEN 1 WARWICK AND YOU

Your membership does not create any relationship of landlord and tenant (including any security of tenure) between you and 1 Warwick in respect of the Premises.

You irrevocably appoint 1 Warwick to be your attorney in relation to any application for Small Business Rates Relief or in relation to any matters concerning Business Rates for the Premises and shall ratify and confirm all acts, documents or things made, done or executed by 1 Warwick in relation to such matters.

21. AMENDMENTS

These Terms may be amended from time to time by 1 Warwick. 1 Warwick will give you not less than 30 days' prior notice of such change. Members who do not wish to accept such amendments may terminate their membership, with effect from their next annual renewal date, in accordance with the termination procedure set out in clause 7 of these Terms and in which case, the Deposit will be refunded in accordance with clauses 4 and 7.

22. FORCE MAJEURE

Neither party shall be in breach of these Terms nor liable for delay in performing, or failure

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to perform, any of its obligations under these Terms (with the exception of any obligations on a member's part to pay any sum due under these Terms) if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that the affected party shall use its reasonable endeavours to resume normal performance.

23. SEVERANCE

If any provision of these Terms (or part of any provision) shall be found by any court or competent authority to be invalid or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted and the validity and enforceability of the other provisions of these Terms shall not be affected.

24. ASSIGNMENT

1 Warwick may at times assign, transfer, transfer, charge, subcontract, delegate, or deal in any other manner with any or all of its rights and obligations under these Terms.

Members are not permitted to assign, transfer, charge, subcontract, delegate, or deal in any other manner with any or all of its rights and obligations under these Terms.

25. GOVERNING LAW

These Terms are governed by and interpreted under English law.

ANNEX 1

PRIVACY POLICY

1. INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following information about you:

- information (such as your name, email address, billing information, postal address and telephone number) that you provide by completing forms to become a member, or provide in connection with your membership;
- communications you send to us, for example to report a problem or to submit queries, concerns or comments regarding your membership or the services and facilities we offer;

You are under no obligation to provide any such information. However, if you should choose to withhold requested information, we may not be able to grant you membership or provide you with certain services.

2. USES MADE OF YOUR INFORMATION

We use your personal information which we collect to:

- enable us to process and confirm or decline your membership application with us;
- enable us to provide you with services, information and access to facilities as part of your membership;
- administer your membership account with us;
- carry out research on our members' demographics and preferences;
- send you information we think you may find useful or which you have requested from us, including information about our products and services or those of carefully selected third parties, provided you have indicated that you do not object to being contacted for these purposes; and
- allow, with your consent, carefully selected third parties to send you information directly which you may find useful regarding their products and services.

You can tell us not to contact you with information regarding our products and services or those of third parties or to share your details with third parties so that they can send you information regarding their products and services, either at the point such information is collected by us in connection with your membership or, where you do not wish us to continue to use your information in this way, by following the unsubscribe instructions on any communications sent to you. You can also exercise the right at any time by contacting us.

3. INFORMATION SHARING

We may disclose aggregate statistics about our members and guests in order to describe our services to prospective partners, advertisers, sponsors and other reputable third parties and for other lawful purposes, but these statistics will include no personally identifiable information.

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We may disclose your personal information to any of our affiliates, or to our agents or contractors who assist us in providing the services and facilities we offer at 1 Warwick, fulfilling requests for information, receiving, and sending communications, updating marketing lists, analysing data, providing IT and other support services or in other tasks, from time to time. Our agents and contractors will only use your information to the extent necessary to perform their functions.

In the event that we undergo re-organisation or are sold to a third party, you agree that any personal information we hold about you may be transferred to that re-organised entity or third party. We may disclose your personal information if required to do so by law or if we believe that such action is necessary to prevent fraud or cyber-crime or to protect the rights, property or personal safety of any person.

4. PAYMENT PROCESSING

Payment details you provide will be encrypted using secure sockets layer (SSL) technology before they are submitted to us over the internet. Payments made on the Site are made through our third-party payment gateway provider, Nexodus. You will be providing credit or debit card information directly to our third-party payment processor which operates a secure server to process payment details, encrypting your credit/debit card information and authorising payment. Information which you supply to a third-party payment processor is not within our control and is subject to that third-party processor's own privacy policy and terms and conditions.

5. SECURITY

We have security measures in place to attempt to protect against the loss, misuse and alteration of personal information under our control. Whilst we cannot ensure or guarantee that loss, misuse or alteration of information will never occur, we use all reasonable efforts to prevent it.

6. STORAGE OF YOUR INFORMATION

Your personal information which we collect is sent to and stored on secure servers located in the United Kingdom. Such storage is necessary in order to process the information. Personal information submitted may be transferred by us to our other offices and/or to the third parties mentioned in the circumstances described above (see Information sharing), which may be situated outside the European Economic Area (EEA) and may be processed by staff operating outside the EEA. The countries concerned may not have similar data protection laws to the EEA. Where we transfer your personal information, we will take all reasonable steps to ensure that your privacy rights continue to be protected. By registering as a member, you agree to this storing, processing and/or transfer.

7. YOUR RIGHTS

You have a legal right under the Data Protection Act 1998 to a copy of all the personal information about you held by us. On request, we will provide you with a copy of this information. You also have a right to correct any errors in that information. You have a right to prevent the use of your personal information for direct marketing purposes.

ANNEX 2

LANDLINE & BROADBAND SERVICES

This Annex will apply where you subscribe for a dedicated landline and/or broadband services from 1 Warwick.

1. INSTALLATION & COMMENCEMENT

1 Warwick will try to provide the services by any agreed date but, as we are reliant on our third-party suppliers, all dates are estimates.

You will give us or our supplier access to your office area and co-operate with the installer as necessary.

2. EQUIPMENT

If you purchase any equipment as part of your service, such as a phone, such equipment will be supplied on the same terms and conditions as those imposed by our suppliers, as notified by us to you.

If you connect any of your own equipment to the services with the permission of 1 Warwick (and 1 Warwick may withhold such permission in its sole discretion), it shall:

- (a) be technically compatible with the service and not harm the network of our communications supplier;
- (b) be connected using the standard network access point;
- (c) used in compliance with all applicable laws and regulations as well as any instructions issued by our communications supplier; and
- (d) be adequately protected against viruses and other security breaches.

3. USE OF SERVICES

You will not use or permit anyone else to use the services:

- (a) in breach of any applicable law or any requirement of a regulator (including Ofcom);
- (b) to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene,

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menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive; or

- (c) in any way we consider to be or likely to be detrimental to the provision of services to other members.

4. OPERATIONAL CHANGES

Our communications provider reserves the right to:

- (a) change any codes or numbers given to you, the performance or functionality of the services provided that such change does not have a significant detriment to you; or
- (b) interrupt or suspend the services provide that they will be restored as soon as possible.

5. NUMBERS

You do not own or have any right to sell any number assigned to you by 1 Warwick.

6. CHARGES

You will be responsible for all charges on your account, irrespective of whether usage was by you or someone else or whether the services have been misused.

You must notify us of any disputed charges within 1 month from receipt of the invoice. You must pay all invoices irrespective of whether any charges are disputed. We will refund or credit you with any amount disputed which is found to have been incorrectly invoiced.

7. TERMINATION

The termination rights in the members' agreement will apply to these services, irrespective of whether you are terminating your membership.

There may be a termination fee payable to our communications provider which shall be charged to you at cost. We will provide details of any such charges upon request.