

BOTTEGA EXCHANGE TERMS AND CONDITIONS

These Terms and Conditions (the “Terms”) describe your rights and obligations in connection with your receipt and use of the services provided by Bottega Exchange (“Bottega”) in connection with your Bottega Flexible, Dedicated, and/or Fabulous Membership services specified herein (the “Services”, as further described below).

Please read these Terms carefully, as they affect your legal rights. If you have any questions about these Terms, please contact admin@bottegaexchange.com. By using the Services, you are agreeing to abide by and be bound by these Terms.

1. Parties. References to “you,” “your” and similar words in these Terms refer to the individual or entity registering for any Services and agreeing to be bound by these Terms. If you are entering into these Terms on behalf of an entity, you represent and warrant that you have all necessary right, authority and consent to bind such entity to these Terms. References to “Bottega” are to Bottega Exchange, the provider of Services under your Membership Agreement.

2. Services Provided. References to “Services” in these Terms refer to your access to and use of Bottega’s premises located at 6675 South Tenaya Way, Suite 200, Las Vegas, Nevada 89113 (“Premises”), member-online events, and any other services provided at the Premises. The exact Services you receive will depend on (a) the product or services you have purchased; (b) the Services available, and (c) additional features and Services selected by you, such as through a “Service Package”, which may be subject to additional guidelines, terms, conditions and/or rules (“Additional Terms”), including additional payment obligations. These Terms in no way shall be construed as to grant you any title, lease, easement, lien, possession or related rights in or to Bottega’s Premises, other than as expressly described in your Membership Agreement and these Terms. These Terms create no tenancy interest (including any security of tenure), leasehold estate, or other real property interest.

3. Changes to Services or Terms. The availability and scope of the Services are subject to change from time to time in our sole discretion. Without limiting the generality of the foregoing, you acknowledge that our Premises, and the Services we may offer at our Premises, are also subject to change from time to time. From time to time, we may also make modifications, deletions or additions to these Terms and will provide you with notice of changes to these Terms or to Services that apply to you, by emailing the last email address provided by you in your profile or by posting a notice on the Bottega website. Most changes will be effective immediately upon notice, except that pricing and fee changes will be effective upon your next subscription period. If you do not agree to any changes to the Services or Terms, you may cancel your Bottega Membership; however, please note that there are no refunds for early cancellation.

4. Membership Agreement. Each Member must execute a Membership Agreement with Bottega in order to take advantage of the Services. An electronic signature on the Membership Agreement carries the same legal effect as a handwritten signature. The Membership Agreement incorporate each and every one of these Terms.

5. Payments. By signing up for a Bottega Membership or any other Services and providing your payment information, you agree to pay us the recurring or nonrecurring fees associated with the particular Services you are purchasing, as displayed to you at the time you create your account and/or sign up for the relevant Services, or as updated by us from time to time upon notice to you. You acknowledge and agree that the payment method provided by you will be automatically charged the fees and any other amounts you may incur or be liable for (including for damages caused to any of our Premises or property) in connection with the Services. Only a single payment

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method may be used at any given time to make payments for all Services you purchase in a single transaction. You must keep your payment information up-to-date and accurate. Recurring fees, which may include recurring membership fees (“Membership Fees”) and any other recurring fees you have agreed to in connection with the Services will be charged on the first (1st) of each month unless we notify you otherwise. Overage fees and other non-recurring fees will be charged within thirty (30) days of you accruing such fees. If payment for your Membership Fee or any other accrued and outstanding fee is not made by the tenth (10th) of the month in which such payment is due, you will be responsible for paying a late charge equivalent to ten percent (10%) of your monthly Membership Fees. Your use of the Services may be immediately suspended, and eventually terminated, if we are unable to charge your payment instrument for any reason. When we receive funds from you, we will first apply the funds to any balances which are in arrears and to the earliest month due first. Once past balances are satisfied, any remaining portion of the funds will be applied to current fees due. The fees applicable to your account may be subject to modification from time to time, and such modifications will become effective upon your next subscription period. Your continued use of the Services following notice of any such modifications, and through the next payment date, constitutes your agreement to such modified fees. You may at any time cancel your account as set forth below if you do not agree to any modified fees. All fees are non-refundable.

6. Service Restrictions. Your Bottega Membership is specific to you. You cannot add additional members to your account or share your account credentials, keys, or security access devices with any other individual, except as otherwise agreed by Bottega.

7. Security. You may be required to present a valid, government-issued photo identification in order to gain access to our Premises. For security purposes, we may regularly record via video certain areas of our Premises. If we deem it reasonably necessary, we may disclose information about you to satisfy applicable law, rule, regulation, legal process or government request, or to protect us, our members, or other individuals, or any of our or their property. It is your obligation to notify any of your guests about this policy.

8. Additional Services. Additional Services may be available to you, either in connection with specific Premises or pursuant to special or additional features, or other offerings. Additional Terms may apply to the additional Services, and to the extent you are receiving any additional Services, the applicable Additional Terms are hereby incorporated into these Terms by this reference.

9. Conference Rooms and Workspaces. You may use workspace, conference rooms or other Services in the Premises during regular business hours, defined as Monday through Friday, 8:30 a.m. to 5:00 p.m. (“Regular Business Hours”) in accordance with your Membership Agreement. Use of our workspaces and conference rooms in excess of the use permitted in your Membership Agreement will be subject to the standard fees for such Services and will be billed to your account at the end of each month. Such Fees are subject to change from time to time.

10. Mail. You may elect to receive mail and packages at the Premises. If you have done so, we will accept mail and deliveries on your behalf during Regular Business Hours. We have no obligation to store such mail or packages for more than thirty (30) days of our receipt or if we receive mail or packages after your terminate your Bottega Membership. This feature is meant to allow you to accept business correspondence from time to time. It is not meant for an address for the receipt of merchandise or personal goods. As such, we have no obligation to accept bulk or oversized mail or packages on your behalf.

11. Personal Property. We are not responsible for any personal property you leave behind in any of our Premises. It is your responsibility to ensure that you have retrieved all of your personal items prior to the termination or expiration of your Bottega Membership. After providing you with reasonable notice, we will dispose of any

property remaining at the Premises, and you waive any claims or demands regarding such property or our handling of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal.

12. Damage. You may be held liable (and do hereby authorize us to charge you) for the repair cost for all damage to our Premises and items therein caused by you or your guests and invitees and, when permitted, your pets.

13. Common areas. If you are accessing the Premises pursuant to your Membership Agreement and these Terms, common areas, such as conference rooms and specialty areas, including the Podcast Studio, requiring a prior reservation are to be accessed by you, and to the extent we permit, your guests, only for the time for which you have reserved the common area. In the event that you fail to vacate a common space after your reserved time, you will be asked to leave and/or may be charged the standard fee for such use. Common areas are for temporary use and not as a place for continuous, everyday work for you or your guests.

14. Technology Release. We may need to install software onto your computer, tablet, mobile device or other electronic equipment to provide you with the Services. You acknowledge that your refusal to install such software may affect your ability to properly receive the Services you have purchased. We may also provide you with technical support at your request. You agree that we (a) are not responsible for any damage to any of your electronic equipment or systems related to such technical support or software installation; (b) do not assume any liability or warranty in the event that any manufacturer warranties are voided; and (c) do not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support. Furthermore, you acknowledge that you have no expectation of privacy with respect to Bottega's internet connection, networks, telecommunications systems or information processing systems (including any stored computer files, email messages and voice messages), and your activity and any files or messages on or using any of those devices or systems may be monitored at any time without notice, including for security reasons and to ensure compliance with our policies, regardless of whether such activity occurs on equipment owned by you or us.

15. Pets. You may only bring pets into Premises when and where we expressly allow pets, and we may require you to produce proof of vaccination for such pet in a form satisfactory to us. You must accompany your pet at all times, unless it is in an enclosed space that you have reserved. You will be responsible for any injury or damage caused by any pet you or any of your employees, invitees or guests bring into any Premises. We will not be responsible for any injury to any pets. We reserve the right to restrict any member's or other individual's right to bring a pet into the Premises at any time in our sole discretion.

16. Interacting with Other Members. Bottega does not control and is not responsible for the actions of other members or any other third parties (including any pets). If a dispute arises between members or their invitees, guests or pets, we shall have no responsibility or obligation to participate, mediate or indemnify any party.

17. Membership Account Termination. If you fail, or if we suspect that you have failed, to comply with any of the provisions of these Terms, or at any other time when we in our reasonable discretion see fit to do so, we may, at our sole discretion, restrict your access to the Premises and the Services and/or terminate your account with immediate effect and possibly without prior notice to you. In addition, we may decline to renew your membership for any or all Services at the end of your membership term for any reason or for no reason. If your individual account was created by a Company, (a) an authorized representative of such Company may at any time terminate your individual account by contacting us, and (b) we may terminate your account, even if the Company's account remains active, and even if you continue to be employed or engaged by such Company. Cancellation will be effective immediately upon our receipt of notice of cancellation. We do not provide refunds upon termination or cancellation of your account with respect to amounts already paid. You will remain liable for past due .

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amounts, and we may exercise our rights to collect due payment, despite termination or expiration of your Bottega Membership

18. Waiver and Release of Claims. To the extent permitted by law, you, on your own behalf and on behalf of your employees, agents, guests and invitees, waive any and all claims and rights against us and our landlord at the Premises and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the “Bottega Parties”) resulting from injury or damage to, or destruction, theft, or loss of, any property, person or pet (“Claims”) and release the Bottega Parties from any such Claims.

19. Limitation of Liability. To the extent permitted by law, the aggregate monetary liability of any of the Bottega Parties to you or your employees, agents, guests or invitees for any reason and for all causes of action, whether in contract, tort, breach of statutory duty, or other legal or equitable theory will not exceed the total amounts paid by you to us under these Terms for the product or service from which the claim arose in the twelve (12) months prior to the claim arising. None of the Bottega Parties will be liable under any cause of action, for any indirect, special, incidental, consequential, reliance or punitive damages, including loss of profits or business interruption, or for the cost of any substitute goods, services or technology. You acknowledge and agree that you may not commence any action or proceeding against any of the Bottega Parties, whether in contract, tort, breach of statutory duty, or other legal or equitable theory, unless the action, suit, or proceeding is commenced within one (1) year of the cause of action’s accrual.

20. Disclaimer of warranties and implied terms. The Services are provided “AS IS”. To the extent permitted by law, we disclaim all warranties and terms, express or implied, with respect to the Services, including warranties, terms or representations as to the availability, operation, performance and/or use of our Services, or any other materials on or accessed via the Services, including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, terms or indemnification arising from course of dealing, course of performance or usage in trade.

21. Indemnification. You will indemnify and hold harmless the Bottega Parties from and against any and all claims, liabilities, damages and expenses (“Claims”) including reasonable attorneys’ fees, resulting from any breach of these Terms by you or your employees or guests, or your or their invitees or pets or any of your or their actions or omissions, and Bottega will have sole control over the defense of any such Claims. You are responsible for the actions of and all damages caused by all persons and pets that you or your guests invite to enter any of the Premises. You shall not make any settlement that requires a material act or admission by any of the Bottega Parties, imposes any obligation upon any of the Bottega Parties or does not contain a full and unconditional release of the Bottega Parties, without our written consent. None of the Bottega Parties shall be liable for any settlement made without its prior written consent.

22. Cooperation. From time to time, we may investigate any actual, alleged or potential violations of these Terms. You agree to cooperate fully in any of these inquiries. You waive any and all rights against the Bottega Parties, and agree to hold them harmless in connection with any claims relating to any action taken by us as part of our investigation.

23. Governing Law. These Terms and the transactions contemplated hereby shall be governed by and construed under the law of the State of Nevada.

24. Dispute Resolution. In the event of any dispute regarding the Membership Agreement or the Services, you agree to attempt in good faith to settle the dispute with Bottega by non-binding mediation in Clark County, Nevada before commencing any legal action or other dispute resolution procedure. Unless the parties otherwise

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agree, the mediation will be conducted by Advanced Resolution Management, 6980 S. Cimarron Road, Las Vegas, NV 89113. Either party may commence mediation by letter requesting mediation delivered to the other party and to Advanced Resolution Management. If the parties fail to agree upon a neutral mediator within ten (10) working days after the mediation request is delivered, either of us may apply to Advanced Resolution Management to appoint a neutral mediator.

25. Arbitration. In the event that mediation is unsuccessful, you agree to submit the dispute to mandatory binding arbitration conducted in Clark County, Nevada in accordance with the procedures of the State Bar of Nevada. The decision of the arbitrator(s) shall be final and binding on the parties. A court of competent jurisdiction may enter judgment on any arbitration award in accordance with NRS 28.206 et seq. Because you are giving up an important right, you are encouraged to consult with an independent attorney before agreement to binding arbitration.

26. Attorney's Fees to Prevailing Party. In any action, suit or arbitration proceeding to enforce rights under these Terms, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs and expenses of every kind in connection with the action, suit or proceeding, any appeal or petition for review, the collection of any award or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable.

27. Class Action Waiver. Any proceeding to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You and we also agree not to participate in claims brought in a private attorney general or representative capacity, or any consolidated claims involving another person's account, if Bottega is a party to the proceeding. You are giving up your right to participate as a class representative or class member on any class claim you may have against us including any right to class arbitration or any consolidation of individual arbitrations.

28. Enforceability. If any provision of these Terms are held to be unenforceable, then that provision is to be interpreted either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this paragraph, the rest of these Terms remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

29. Waiver. The failure of either party to enforce its rights under these Terms at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

If you have any questions relating to these Terms, please contact us at admin@bottegaexchange.com.

Bottega Exchange, LLC

Signature

Date

Signature

Date

BOTTEGA EXCHANGE
ADDENDUM TO MEMBERSHIP AGREEMENT

COVID-19 Addendum. Tenant will check in and check out any and all guests with Bottega’s community manager, or if the community manager is not available, with an owner or other front-desk designee, upon entry and exit. Tenant will maintain social distancing at all times and use a face covering in the common area space when social distance is less than 6 ft. For the safety of all members, Bottega reserves the right to ask Tenant and/or their guests who exhibit any symptoms of COVID-19 to leave the Bottega premises. In an effort to comply with guidelines provided by the CDC, State of Nevada and Southern Nevada Health District, Bottega has provides Tenants and guests with hand sanitizer stations and antibacterial cleaning products and will ensure all communicable surfaces are wiped down multiple times a day. However, it is Tenant’s and their guests’ responsibility to ensure they adhere to published hygiene guidance, including staying home if they have any symptoms of COVID-19. Tenant agrees to immediately inform Bottega of any positive COVID-19 diagnosis and to hold Bottega harmless for any contracting of COVID-19

Bottega Exchange, LLC

Signature

Date

Signature

Date

BOTTEGA EXCHANGE
AGREEMENT TO ARBITRATE

I HEREBY AGREE AND ACKNOWLEDGE THAT ANY AND ALL DISPUTES THAT MAY ARISE UNDER THIS MEMBERSHIP AGREEMENT OR THE INCORPORATED TERMS & CONDITIONS SHALL BE SUBJECT TO BINDING ARBITRATION AS FURTHER SET FORTH IN SECTION 25 OF THE TERMS & CONDITIONS."

Bottega Exchange, LLC

Signature

Date

Signature

Date