

EXHIBIT B

Policies and Procedures

A. GENERAL POLICIES

1. Proper Conduct. SheSpace strives to uphold its mission to create clear pathways for women to accomplish personal and professional goals through the convenience of a female-fueled space. As such, SheSpace expects proper and respectful conduct on the Premises at all times. SheSpace does not permit disrespectful conduct toward its Members, guests, employees, vendors, or property, including, without limitation: vulgar, belligerent, profane, indecent, offensive, violent, hostile, aggressive, threatening, harassing, stalking, fraudulent, or other inappropriate conduct or communications. Members and guests engaging in this type of conduct or communications may be given a one-time opportunity to correct such behavior, after which security may be called to address the situation, including removing the relevant individuals from the Premises. SheSpace employees and/or other SheSpace representatives may request the presence of a security guard or other law enforcement officer should the need to escort Members, guests, employees, or other persons from the Premises arise.

The Premises is intended to be a workspace and, as such, SheSpace expects you and other Members may make work calls and work in open space. You shall be mindful of your neighbors and fellow Members when conducting such calls. You shall not disrupt, cause a nuisance to, or interfere with any other Member's work while on the Premises or any other Member's use of the Services.

2. Alcohol. Alcohol may not be consumed on the Premises, unless it is purchased from or otherwise provided by SheSpace or an approved vendor, and only then in designated areas. You must be of legal drinking age and have valid identification to consume alcohol. SheSpace may require any person purchasing, consuming or handling alcoholic beverages to present valid identification. Alcohol must be consumed responsibly, and Members and guests assume all risks associated with consumption of alcohol. SheSpace reserves the right to refuse alcohol service to anyone at any time. Excessive consumption of alcohol while on the Premises may result in removal from the Premises and/or the termination of membership.

3. Tobacco and Other Drugs. You may not use, smell of, possess, or sell any illegal drug on the Premises. You may not enter the Premises or use the Services or Equipment under the

influence of illegal drugs. You may not smoke, chew, or use any other forms of nicotine or tobacco, including, without limitation, electronic cigarettes, vaporizers or other similar products, on the Premises or at any SheSpace events.

4. Cleanliness. SheSpace staff strive to keep the Premises clean and tidy at all times. You are responsible keeping your entire workspace clean and tidy. You shall pick up after yourself and keep your personal workspace as clean as possible.

5. Lockers. SheSpace may provide you with access to a locker on a first-come first-serve basis at no additional charge. Members may request a locker from a SheSpace representative at the front desk, where locker keys will be stored in a secure location. Members requesting a locker will, if a locker is available at that time, be assigned, at SheSpace's sole discretion, a locker and corresponding key. Members must keep their assigned locker key with them at all times, without exception, and must not leave the key unattended at any time. You shall not duplicate, alter, or in any way modify any keys provided by SheSpace, including, without limitation, the locker key. You may use your assigned lockers only while you are on the Premises. You must empty your assigned locker and return the corresponding locker key to a SheSpace representative at the front desk before 6:00 p.m. You may not leave any personal belongings in a locker overnight. All items left in lockers overnight will be removed by a SheSpace representative. Any such items left in a locker found will be kept by SheSpace for ten (10) days. Items not claimed within ten (10) days may be donated or discarded at SheSpace's option. SheSpace is not liable or responsible for any lost, stolen or damaged personal property, whether from lockers, vehicles, or other locations on the Premises.

6. Lost and Found. SheSpace is not responsible for personal items lost or left at the Premises. Any items found on the Premises may be kept for thirty (30) days and then donated or discarded at SheSpace's option.

7. Weapons. You may not bring or use weapons of any kind on the Premises for any reason.

8. Hazardous Materials. Members and guests are prohibited from causing any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives (collectively "Hazardous Materials") to enter the Premises or cause the Premises to be exposed to or contaminated by any Hazardous Materials.

9. Illegal Activity. You may not perform or engage in any activities that are illegal under federal, state or local laws while on the Premises or using the Services.

10. Premises Closure or Access Restrictions. SheSpace reserves the right to close or restrict access, without advance notice, to any area of or the entire Premises for any

reason, including but not limited to closures or restrictions related to construction, remodeling, repair, or maintenance (whether planned or unplanned), or for health or safety reasons, including but not limited to weather, natural disasters, power outages, and medical issues. Updates on such closures can be found on SheSpace's website or through the Member Portal. Your obligation to pay Membership Fees is not dependent upon usage, availability, or access to the Premises.

11. Updates to Policies. SheSpace has, at all times, in its sole and absolute discretion, the option to modify, update, alter, amend, or otherwise change the Policies from time to time.

B. PREMISES POLICIES

1. Offices. Offices may be rented by Members pursuant to the Membership Description and in accordance with the Reservation Policy and Dedicated Desk & Personal Office Assignment Policy. If you are assigned an office, that office will be used only by you for the duration of your membership term unless your assigned office is changed in accordance with the Dedicated Desk & Personal Office Assignment Policy. If you are assigned an office, you will be provided an individual key to your assigned office. You shall not duplicate, alter, or in any way modify any keys provided by SheSpace, including, without limitation, the office key. SheSpace will retain only a master key, which will be kept in a secure location at all times other than when it is being used, as deemed necessary in SheSpace's sole and absolute discretion. Members must keep their assigned office key with them at all times, without exception, and must not leave the key unattended at any time. Offices not being used will remain locked at all times. Members renting an office shall bear the sole responsibility of regulating and monitoring the locking of their assigned office. Any and all contents brought into any office by a Member shall be the sole responsibility of that Member. SheSpace is not liable or responsible for any lost, stolen or damaged personal property in any office. Upon expiration of your office rental term, you shall empty all personal belongings and any contents you brought into the office and shall restore the office to the condition in which it was provided to you by SheSpace.

2. Dedicated Desks. Dedicated Desks may be rented by Members pursuant to the Membership Description and in accordance with the Reservation Policy and Dedicated Desk & Personal Office Assignment Policy. If you are assigned a desk, your assigned desk will be used only by you for the duration of your membership term unless your assigned desk is changed in accordance with the Dedicated Desk & Personal Office Assignment Policy. If you are assigned a desk, you will be provided an individual key to your assigned

desk to access the locked cabinet at your assigned desk. You shall not duplicate, alter, or in any way modify any keys provided by SheSpace, including, without limitation, the desk key. Members renting a desk shall bear the sole responsibility of regulating and monitoring their desk, including the locking of the cabinet at their assigned office. Any and all contents brought to a desk or into the desk cabinet by a Member shall be the sole responsibility of that Member. SheSpace is not liable or responsible for any lost, stolen or damaged personal property at the desk or in the desk cabinet. Upon expiration of your desk rental term, you shall empty all personal belongings and any contents you brought to your desk or in the desk cabinet and shall restore your desk area to the condition in which it was provided to you by SheSpace.

3. Meeting Rooms. The Premises has three spaces designated for meetings with Members (collectively and individually, the “Meeting Rooms”). Meeting Rooms are clearly marked with the name of the space and the Harris County Fire Marshall’s recommended capacity and have at least one glass wall and a locking door. Meeting Rooms are available for all Members and must be reserved in accordance with the Reservation Policy. The Meeting Rooms are furnished with an A/V equipped TV and audio-video conferencing. You shall use and operate all equipment in the Meeting Rooms in a careful and proper manner and only within the Meeting Rooms. Your use of the Meeting Rooms and any equipment therein shall be in compliance with all federal, state, and local laws and regulations, including registration and licensing requirements, if applicable. Additional equipment for the Meeting Rooms such as white boards, markers, and dry erasers may be made available to you at the front desk. There will be a fifteen (15) minute period in between each use of the Meeting Rooms to allow for a thorough and complete cleaning, which SheSpace will conduct, to the best of its ability, in accordance with CDC recommendations, including by using Virex disinfectant.

4. Event Space. The Premises has two spaces designated for social and business events (collectively and individually, the “Event Space”). The Event Space is clearly marked with the Harris County Fire Marshall’s recommended capacity. Event Space may only be used by Members during pre-approved events. More information may be found on SheSpace’s website.

5. Office Support Area. You may have access to an area on the Premises furnished with office equipment, including a commercial grade copier (Please see attached printing addendum Exhibit #2), shredder, stapler, staple remover, paperclips, tape dispenser, post-its, highlighter, and pens (collectively and individually, the “Office Supplies”). You shall use the Office Supplies reasonably and only while on the Premises. You must not print, copy, or scan anything that violates federal, state, or local laws or regulations. You may not remove

any Office Supplies from the Premises, and SheSpace reserves the right to limit your usage of Office Supplies at any time. In light of Covid-19 and concern for the health and wellbeing of its Members, SheSpace may limit the Office Supplies available to you until such time as SheSpace, in its absolute and sole discretion, deems otherwise. Sanitizer may be provided you in the Office Support Area, and you shall abide by any and all CDC guidelines and recommendations, which will be posted in the Office Support Area. You shall abide by the guidelines for use of the copier, which will be posted on the Member Portal. If you require copier paper or Office Supplies not available in the Office Support Area, you may request such items from a SheSpace representative at the front desk.

6. Kitchen. SheSpace may provide you access to the kitchen on the Premises. The kitchen is equipped with a refrigerator to house food brought to the Premises for pre-approved events, and commercial grade, touch free coffee maker, which you may use for yourself and guests. Water is available to you and your guests through the touchless water dispenser. You shall not conduct or cause anyone else to conduct any meal served or food preparation in the kitchen or anywhere on the Premises. You shall not use the refrigerator to store any food or beverages unless you are doing so for a pre-approved event. In light of Covid-19 and concern for the health and wellbeing of its Members, SheSpace may provide individually wrapped condiments and stirrers for your use. Until such time as SheSpace, in its absolute and sole discretion, deems otherwise, no coffee mugs will be provided or available for use. You may bring your own container for drinks or use the disposable cups provided by SheSpace. Sanitizer and gloves may be provided in the kitchen for your use, and you shall abide by any and all CDC guidelines and recommendations, which will be posted in the kitchen.

7. Mother's Room. SheSpace may provide you access to an FMLA-compliant lounge for breastfeeding and expressing purposes (the "Mother's Room"). The Mother's Room is an easily accessible, private lounge where nursing mothers may have access to individual, dedicated refrigerators to be utilized solely for the purpose of storing milk. The individual refrigerator may be brought to your workstation if necessary. A sink is provided for cleaning any equipment used in the Mother's Room. You may only use the Mother's Room for the purposes described herein and may not enter the Mother's Room for any other reason than those described herein. In light of Covid-19 and concern for the health and wellbeing of its Members, SheSpace will not supply breast pumps or other lactation supplies until such time as SheSpace, in its absolute and sole discretion, deems otherwise. All pumps must be brought from home.

8. No Damage to or Alteration of the Premises. You shall not make, or cause to be made, any damage, alternations, additions, or other changes to the Premises, including, without

limitation, to any conference rooms, Dedicated Desks, Event Space, lockers, or keys. Any and all damage to the Premises must be reported immediately to SheSpace. You may be charged by SheSpace for any damage or necessary repairs needed due to your violation of the Policies, and you must satisfy any such charges within five (5) days' notice from SheSpace. You may be automatically charged by SheSpace for any costs or expenses related to any such damage or alterations to the Premises.

C. GUEST POLICIES

1. Guests. SheSpace's Premises and Services are for members only or guests of members, as permitted by this policy. You may be permitted to invite guests to view SheSpace's Premises. SheSpace may restrict overall or individual guest access at any time in SheSpace's sole and absolute discretion. Guests are only permitted to enter the Premises during Regular Business Hours. Upon entering the Premises, all adult guests must complete and sign the visitors log at the front desk and may be required to present a valid driver's license or government-issued identification card to verify guest information, track guest usage, and market or solicit as permitted by law. Guests must be accompanied by a Member or SheSpace representative at all times while on the Premises and may be required to meet with SheSpace representative before or after their visit. Guests must sign out on the visitors log at the front desk before leaving the Premises.

2. Children and Individuals under age 18. Children are allowed in common areas of the Building (e.g., lobby, elevators, hallways) only when accompanied by an adult and must adhere to building rules and regulations. Children are permitted within the leased office space only when accompanied and supervised by an adult at all times. Children should not disrupt or interfere with the normal operations of the office or disturb other tenants. The Member is responsible for ensuring that children do not engage in activities that could pose a safety risk, such as playing with office equipment, accessing restricted areas, or tampering with utilities. The tenant assumes all liability for any injury or damage caused by their children or children under their supervision within the leased premises.

3. Tours. SheSpace may offer tours to potential Members. Whenever possible, tours should be scheduled in advance. Tours are only permitted during Regular Business Hours. Upon entering the Premises, all potential Members must complete and sign the visitors log at the front desk and may be required to present a valid driver's license or government-issued identification card to verify guest information, track guest usage, and market or solicit as permitted by law. Potential Members will meet with a SheSpace representative to discuss the Premises and Services, as well as the potential Member's business and office needs. After this meeting, a SheSpace representative will accompany the potential Member on a tour of the Premises. Potential Members must be accompanied by a SheSpace

representative at all times while on the Premises. Potential Members must sign out on the visitors log at the front desk before leaving the Premises.

4. Pets. Prior written consent from SheSpace is required for tenants wishing to keep pets within SheSpace Premises. Only certain types of pets may be permitted, and there may be restrictions on size, breed, or species based on building regulations or landlord discretion. Member Subtenants are responsible for the care, behavior, and cleanup of their pets within the leased premises. This includes ensuring that pets do not disturb other tenants, damage property, or create a safety hazard.

All pets must be properly vaccinated, licensed (if applicable), and restrained as necessary when in common areas or public spaces within the building. Aggressive or disruptive behavior from pets may result in immediate removal. Pets may be allowed in common areas of the building (e.g., lobby, elevators, hallways) only when accompanied by the tenant and must be on a leash or in a carrier as appropriate.

D. INTERNET POLICY

1. No Representation or Warranty. SheSpace makes no promises, representations, or warranties of any concerning the suitability, security, or privacy of the internet, wireless network, wired or wireless telecommunications systems, or hosting services provided as part of the Services, or any data or communications systems or any information that you send through or place on it. SheSpace specifically disclaims all warranties of fitness for a particular purpose of security. The wireless service is provided to you “as is.” SheSpace is not responsible for any loss of data, information, or business as a result of use of the Services. You are responsible for protecting your own computers, devices, data, information, and business from damage or interference, including but not limited to viruses or malware.

2. Wireless Network. By accessing SheSpace’s wireless network, you agree not to use SheSpace’s wireless network to transmit any material that violates any applicable laws, rules, or regulations or to defame, harm or threaten or attempt to harm other persons, businesses, or other entities. You will not use SheSpace’s wireless network to transmit any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of SheSpace or any third party. You shall not violate the security or integrity of SheSpace’s wireless network or use SheSpace’s network to violate the security or integrity of any other network. Use of SheSpace’s wireless connection is entirely at your risk and SheSpace disclaims all liability for loss of confidential information or damages resulting from that loss.

You will remain connected to the SheSpace wireless network until you disconnect and will connect or be asked to connect automatically upon entry into the SheSpace wireless network radius. By using the wireless service, you agree to indemnify us, our officers and agents against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained arising out of your use of the wireless service and agree that in no event will we be liable for any damages, including but not limited to any direct, indirect, incidental, special, or consequential damages arising out of or in connection with your use of or inability to use the wireless service. SheSpace may block access or terminate the wireless service at any time and for any reason and assumes no liability for doing so. SheSpace may record information about your usage of SheSpace's network and may use or disclose such information, when appropriate, to comply with the law or to protect the rights, property, or safety of SheSpace.

3. Internet Policy Violations. If SheSpace suspects you have violated the Internet Policy, SheSpace may take measures it deems appropriate to investigate and may institute legal action against you. Any acts that violate this policy may result in the termination of your membership and your ability to access the Premises, as well as criminal and civil liabilities.

D. RESERVATION and CANCELLATION POLICY

1. Reservations. Reservations for use of rooms on the Premises or other Services pursuant to the Membership Description must be made in advance. Reservations must be made through and confirmed on the Member Portal. Should you have any questions about an existing reservation or making a new reservation, you should call, email, or speak with a SheSpace representative for assistance. SheSpace makes no promises, representation, or warranties regarding the availability of any spaces on its Premises or the Services. Reservations are on a first- come first-serve basis. Reservations may not be made at the front desk or through any SheSpace representative. Reservations are valid only when made through and confirmed on the Member Portal.

2. Cancellations. Cancellations of reservations, including cancellation of participation in an event, must be made not less than seven (7) days prior to the date of first use or date of the event. If proper notice is provided, you may receive a refund of one hundred percent (100%) of the prepaid amounts, except for any nonrefundable deposits. No refunds will be made for cancellations made within the seven (7) days prior to the date of first use or date of event. If a reservation needs to be canceled due to a natural disaster, act of terrorism,

public crisis, or other act of nature, you may be eligible to receive a refund of prepaid amounts.

F. GRIEVANCE POLICY

1. Grievance Process. SheSpace seeks to provide a space in which all Members feel they are fairly treated and heard; however, in the event a dispute arises between you and another Member or a SheSpace employee, you shall follow this Grievance Policy for dispute resolution. All disputes between you and another Member or a SheSpace employee are to be resolved in accordance with this Grievance Policy.

A grievance is a complaint by a Member concerning matters related to Membership with SheSpace. Prior to submitting a grievance, you must first address your concern(s) orally in informal discussion with a SheSpace representative. If your informal attempts to resolve the matter are not success, you may proceed with submitting a grievance. All grievances must be in writing, signed, and dated using the Grievance Form provided by SheSpace. You must state clearly and concisely all known facts related to your grievance, including “who, what, where, when and the why.” Clearly explain why you disagree with the act or omission forming the basis of the grievance and explain what remedy you are requesting.

Step One. You must first submit your grievance in writing to SheSpace management. Grievances must be submitted within ten (10) calendar days following the date you first knew or should have known of the grievance. If you do not submit the grievance within the ten (10) day period, you waive your right to assert it.

SheSpace management will respond in writing within ten (10) days following receipt of your grievance. All grievances and replies in Step One must be in writing. If the grievance is not settled in Step One, then you may proceed to Step Two.

Step Two. Within ten (10) days following your receipt of the written answer to your Step One grievance from SheSpace management, you may appeal the disposition of your grievance. SheSpace Management will then undertake an investigation of your grievance and the underlying facts. Management will then provide a written response to your grievance within fifteen (15) business days following the date of your appeal. If the grievance is not settled in Step Two, then you may proceed to Step Three.

Step Three. You may elevate a Step Two grievance to Step Three and request final and binding internal arbitration of your grievance, which will be conducted by a single neutral arbitrator. Arbitration will be initiated and conducted before either the American Arbitration

Association (“AAA”) or JAMS, which are both established alternative dispute resolution providers. The arbitration will be conducted under the AAA Consumer Arbitration Rules or JAMS Streamlined Arbitration Rules and Procedures. The rules of the ADR Provider will govern all aspects of the arbitration, except to the extent such rules are in conflict with this Agreement.

All fees and expenses of arbitration, including, without limitation, any arbitrator’s fees and expenses shall be borne by the prevailing party. As the grievant, you will bear the burden of proof as to the validity of your grievance. The decision of the arbitrator shall be final and binding. Either party may seek to enforce the internal arbitrator’s award in a court of competent jurisdiction.

G. DEDICATED DESK and PERSONAL OFFICE ASSIGNMENT POLICY

1. Change Request. Members who, based on their Membership Type, have access to Private Office(s) or Dedicated Desk(s) may be permitted to select their Private Office or Dedicated Desk, subject to availability at that time. This selection and assignment, including reservations, are conducted on a first-come, first-serve basis. Dedicated Desks and Private Offices may be reserved up to ten (10) days in advance. To reserve a Dedicated Desk or Private Office, you must have paid all amounts due and payable under your Membership Agreement, including, without limitation, any and all Member Fees, penalties, expenses, costs, or fees. If you have been assigned a Dedicated Desk or Private Office and wish to relocate, you may submit a completed Change Request Form to SheSpace management, either by submitting it in person to a SheSpace employee at the front desk or by emailing it to <mailto:info@SheSpaceHTX.com>. Change Request forms are available upon request at the front desk and must be submitted at least one (1) week prior to the end of the month. SheSpace will, to the best of its ability, attempt to accommodate all reasonable change requests. Change requests that are granted by SheSpace will become effective on the first day of the following month.

2. Relocation. SheSpace reserves the right to relocate you to a different Dedicated Desk or Private Office at any time in the event of a natural disaster, discovery of building defects, or under any other occurrences or circumstances in which a relocation is deemed necessary to protect SheSpace Members, guests, employees or vendors. If your Dedicated Desk or Private Office is moved due to any of these circumstances, SheSpace will, to the best of its ability, attempt to relocate you to a Dedicated Desk or Private Office of your selection, subject to availability at that time.

H. PRINTING POLICY

<u>Type</u>	<u>Fee</u>
<u>B/W</u>	<u>\$0.10 per page</u>
<u>Color</u> -	<u>\$0.65 per page</u>

Black and White Printing and Copying: Black and white printing and copying services will be subject to a per-page fee.

Color Printing and Copying: Color printing and copying services will be subject to a per-page fee.

Market Rate Adjustments: Printing and copying fees are subject to periodic adjustments based on prevailing market rates and operational costs associated with providing these services. SheSpace reserves the right to modify the fees for printing and copying services in response to changes in market rates or the actual expenses incurred by the organization, including but not limited to fluctuations in ink and paper costs, as well as maintenance expenses related to printing and copying equipment. Members will receive prior notification of any fee adjustments through official communication channels of the organization.

Billing and Payment: Charges for printing and copying services will be invoiced on a monthly basis and must be settled in accordance with the terms outlined in the membership agreement. Failure to remit payment promptly may result in the suspension of printing and copying privileges until outstanding balances are resolved.

Inquiries: Members are encouraged to reach out to info@SheSpaceHTX.com within 30 days of receiving their billing statements for any inquiries related to charges for printing and copying services. SheSpace is committed to promptly investigating and resolving disputes in a fair and efficient manner.