1. **会籍详情**

**Part I Membership Details Form**

**主体信息**

**Information of two parties**

**会员信息**

**Member Information:**

|  |  |
| --- | --- |
| 会员公司/贵方名称（法定登记的名称）：  Member Company Name (Registered Name): |  |
| 管理员姓名：  Administrator Name: |  |
| 电话及电子邮箱：  Telephone and Email: |  |
| 通讯地址：  Mailing Address: |  |

**KrSpace 服务主体信息**

**Krspace ServiceEntity’s Information**

|  |  |
| --- | --- |
| 公司名称：  Company Name: |  |
| 社区名称：  Community Name： |  |
| 开户名称：  Account name: |  |
| 开户账号：  Account number： |  |
| 开户银行：  Account Bank： |  |
| 社区经理：  Community Manager |  |
| 电子邮箱：  Email: |  |
| 通讯地址：  Mailing Address: |  |

**服务信息**

**Service Information:**

**服务费信息**

**Service Fee Information:**

|  |  |
| --- | --- |
| 服务期限:  Service term | 年 月 日 至 年 月 日  From to |
| 服务保证金:  Service deposit: | ¥ |
| 服务费总额:  Total Service Fees: | ¥ |

**付款信息**

**Payment information**

|  |  |
| --- | --- |
| 付款周期（除首期付款外）：  Payment term (except for down payment) |  |
| 首付款金额：  Down payment amount |  |
| 首付款日期：  Down payment Date |  |

**补充信息**

**Supplementary information**

|  |  |
| --- | --- |
| 居间方全称：  Full name of Broker： |  |

**月服务费：**

**Month service fee**

|  |  |  |  |
| --- | --- | --- | --- |
| 办公场所  Office space | 标准月费  Standard monthly service fee | 优惠  Preferential | 签约月费  Contract monthly service fee |
|  | 元/月/工位  Yuan/month/office desk |  | 元/月/工位  Yuan/month/office desk |
|  | 元/月/工位  Yuan/month/office desk |  | 元/月/工位  Yuan/month/office desk |
|  | 元/月/工位  Yuan/month/office desk |  | 元/月/工位  Yuan/month/office desk |

**服务费总额明细**

**Total service fee details**

**房间/工位（ ） 合计：¥**

**Room/office desk Total:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 服务期  Service Period | 服务费  Service Fee | 单价  Unit Price | 数量  Number Subtotal | 小计  Subtotal |
|  | 不足整月，以日单价\*实际日历天数计算  prorata calculation based on daily service fee if Less than a month,calculated at the daily price \* the actual calendar days. | RMB /month | month/ office desk | ¥ |
|  | 整月，以月计算  calculation by the month | RMB /month |  | ¥ |
| 1.日单价=签约月费/所在日历月天数（四舍五入，保留2位有效小数）。  1. Daily service fee= Contract monthly fee/the numbers of calendar month (rounding, keep 2 valid decimal).  2.各办公场所服务费金额=日单价\*天数（所在日历月的天数）之和+签约月费\*月数（整日历月月数）。  2.service fee for each office space = daily service fee \* the number of the days for the calendar month and + Contract monthly service fee \* the number of whole calendar month.  3.服务费总额=所有办公场所服务费金额之和。  3. Total service charge = The sum of service fees for all office space.  4.本协议中的“日、天”指日历日；“月”指日历月。  4."Day " in this agreement means calendar day; "Month" means calendar month. | | | | |

**付款信息**

**Payment information**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 期数  Number of periods | 费用  Fees | 费用期间  Fees period | 付款到期日  due payment Date | 费用金额  Fee Amount |
| 首期  first installment | 保证金  Deposit |  |  |  |
| 服务费  Service Fee |  |  |  |
| 服务费  Service Fee |  |  |  |
| 第2期 |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| 1.会籍首期服务费是指：  1.A member's first payment means:  （1）若服务期起始日为日历月的第一天，则会籍首期服务费=签约月费\*月数（根据付款周期确定的月数）。  (1) If the commencement date of the service term is the first day of the calendar month, then the first payment for service fee = Contract monthly fee \* the number of months based on the payment cycle;  （2）若服务期起始日为日历月的第一天以外的日期，则会籍首期服务费=首期服务起始日至所在日历月尾日的天数\*日单价+签约月费\*月数（根据付款周期确定的月数）。  (2) If the commencement date of the service term is not the first day of the calendar month, then the first payment for service fee = The number of days from the commencement date to the end the first month \* The daily service fee + Contract monthly fee \* the number of months based onthe payment cycle.  2.付款期限：  2. Terms of payment:  (1)服务保证金和首期服务费应于服务期限起始日或本协议签署日后第7日（上述两日期以先到之日为准）之前支付到 KrSpace 指定账户，逾期未付至 KrSpace 账户的，则本协议【应视为终止】，除非 KrSpace 同意延长会员付款期限。  (1) The service deposit and the first payment shall be paid to the Krspace’s designated account before the commencement date of the service period or the 7th day after the date of this agreement (which one is earlier). If the member fails to pay the abovementioned fees to Krspace on time,  this Agreement shall be deemed to be terminated unless Krspace agrees to extend the payment period of the member.  (2)自第2期服务费开始，贵方需要在每期服务期限起始日前15至30日内完成支付。即贵方须保证 KrSpace 在每期付款到期日期前收到相应款项。  (2) From the 2nd payment of service charges, you need to complete the payment within 15-30 days before the beginning of the due payment date for each period.You must make sure that Krspace receives the relevant fees due before the due payment date. | | | | |

**第二部分 条款和条件**

**Part II Terms and Conditions**

1.定义

**1.Definitions**

1.1“授权代表人”指获得贵方相关授权、其行为对贵方具有法律约束力的个人。

1.1“**Authorized representative**” means an individual authorized by your company whose act shall legally bind your company.

1.2“场地容量”指会籍详情中“场地容量”处规定的数值。

1.2“Capacity” means the number set forth under the “Number” in the Membership Details Form.

1.3“会员公司”、“会员”或“贵方”指与 KrSpace 签署会员协议并在会籍详情中列明的公司、实体或个人。

1.3“*Member Company*” 、“*Member*”or “you” means the company, entity, or individual that enters into a Membership Agreement with Kr Space and is listed in the Membership Details Form.

1.4“办公场地”指会籍详情所列办公室房间号和/或工作区。

1.4“*Office Space*” means the office number and/or workspace location(s) speciﬁed in the Membership Details Form.

1.5“办公大楼”指 KrSpace 向会员提供或拟提供办公室、工作站、其他工作区和/或其他服务所在的整栋大楼或部分大楼。

1.5“*Office building*” means a building or portion of a building in which Kr Space offers to Members or plans to offer offices, workstations, other workspaces, and/or other services to Members.

1.6“管理员”指代表会员与“ KrSpace ”进行沟通联系的负责人。

1.6“*Administrator*” means the person on behalf of Member which is responsible for communicating with Kr Space.

1.7“KrSpace 会员网络”指可通过互联网或 KrSpace 的移动应用程序访问的 KrSpace 会员专属在线社区。

1.7“Kr Space Member Network” means the Kr Space members online community accessed through the internet or KrSpace app.

1.8注册地址保证金：如经 KrSpace 书面同意使用注册地址的，贵方需要交纳注册地址保证金。

1.8 Deposit for registered address: If Krspace agrees in writing that the office space is used for purpose of registered address, you will need to pay the deposit for registered address.

2.会员的权利义务

2.**The rights and obligations of Members**

2.1服务。在会员遵守和履行本协议条款和条件（包括任何附件（统称“协议”）及KrSpace 不时制定及修改的任何其他管理规定的前提下，KrSpace 将在期限（见下文定义）内向会员提供下列服务（以下简称“服务”）。

2.1 Services. Subject to Members observation and performance of the terms and conditions of this agreement, including any attachments (collectively, the “Agreement”) and any other regulations we adopt and amend from time to time, during the Term (defined below), KrSpace will provide the services described below(hereinafter referred toas the “Services.”)

2.1.1进出办公场地的权限。

2.1.1 access to the Office Space.

2.1.2办公场地的定期维护服务。

2.1.2 Regular maintenance of the Office Space.

2.1.3办公场地内的家具。

2.1.3 Furniture for the Office Space.

2.1.4根据 KrSpace 官网最新服务条款，访问和使用 KrSpace 会员网络站点的权限。

2.1.4 Access to the KrSpace Member website and App in accordance with the latest terms of services at the official website of krspace.

2.1.5根据 krspace官网 中有关最新规则访问和使用共享互联网的权限。

2.1.5 Access to shared Internet connection in accordance with the latest terms of services at the official website of krspace.

2.1.6使用办公大楼内向会员提供的打印机、复印机和/或扫描仪的权限。

2.1.6 Use of the printers, copiers and/or scanners available to Members at the Office Building.

2.1.7使用会议室的权限。该等使用均需事先预约，并视可用性而定。

2.1.7 Use of the conference rooms subject to prior reservation and availability.

2.1.8使用办公场地暖气和空调的权限。

2.1.8 Heat and air-conditioning at the Office Space.

2.1.9为合理、可接受的行政办公目的使用电力的权限。经 KrSpace 同意的非行政办公目的的电力使用，KrSpace 将向贵方收取额外的费用。

2.1.9 Electricity for reasonably acceptable office use. We reserve the right to reject, or charge extra fees for, the use of electricity for purposes other than office use.

2.1.10使用场所内的水吧和水吧内提供之饮料的权限。

2.1.10 Have the right to use the water bar and enjoy the beverage provided in the water bar.

2.1.11参加或享受仅限会员参加或享受的活动、待遇及促销的权限。

2.1.11 to participate in or enjoy events, beneﬁts and promotions for members only.

2.2特定服务。贵方办公场地以外的任何 KrSpace 场所之会议室及办公场地之暖气和空调可能仅可在正常营业日的正常营业时间内（见下文定义）使用。“正常营业时间”通常指正常营业日的09:00至18:00，“正常营业日”指周一至周五等工作日，国家法定节假日除外。

2.2 Certain Services. Use of the conference rooms in any KrSpace Premises other than your Main Premises and heat and air-conditioning in the Office Space may only be available during Regular Business Hours on Regular Business Days, as defined below.

“Regular Business Hours” are generally from 09:00 to 18:00 on Regular Business Days, “Regular Business Days” means all working days from Monday to Friday, except for national public holidays.

2.3 KrSpace 保留权利。

2.3.1 因提供服务、、维修维护、处理安全或紧急事务等原因，KrSpace 有权在发出事先通知或不发出事先通知的情况下进入贵方办公场地。

KrSpace 将尽量以口头或通过网站公告、电子邮件等形式提前通知贵方，并尽量采取合理的安全措施对贵方资料进行保密。KrSpace 可以临时移动贵方办公场地内的家具。

KrSpace 保留变更贵方办公场地的权利，前提是，KrSpace可提供与原办公场地面积和条件类似的新办公场地。

KrSpace 还可随时合理变更或调整向贵方办公场地提供的服务或家具的项目。本协议项下的服务可以由KrSpace、关联方或第三方提供。

2.3.1 Reserved Rights by KrSpace.

Kr Space shall have the right to enter into your Office Space, with or without prior notice, for provision of the Services, repair and maintenance, safety or emergency etc.

We will try to notify you verbally or through announcement at website/ email etc. in advance, and will try to take reasonable measures to protect the confidentiality of your documents. We may temporarily move furniture contained in your Office Space.

We reserve the right to change your Office Space, provided that we will provide another new office space similar with former office space in size and conditions.

We may also reasonably modify or adjust the content of Services or furnishings provided for your Office Space at any time. The Services under this Agreement may be provided by us, our affiliates or a third party.

2.3.2 贵方知晓本协议约定的办公场地尚在建设中，在本协议第一部分 会籍详情中载明的办公场地的编号/名称仅供参考，不作为最终入驻/交付的依据。KrSpace有权单方变更或者调整办公场地的编号/名称，并在作出调整后通知贵方。实际交付时以KrSpace邮件/书面函件通知的编号/名称为准，但KrSpace应承诺对办公场地编号/名称的调整不得影响原约定办公场地的工位数量或其他条件。

2.3.2 You are aware that the office space as stipulated in this agreement is still under construction. The number/name of the office space specified in the membership details in the first part of this agreement is for reference only and should not be used as the basis for final entry/delivery. KrSpace reserves the right to unilaterally change or adjust the number/name of the office space and notify you of any adjustments. In actual delivery, the number/name notified by the KrSpace email/written letter shall prevail, but KrSpace shall promise that the number/name of the office space shall not be altered to affect the number of workstations or other conditions of the original contract office space.

2.4会员解约。 如 KrSpace 未按期交付办公场地或交付的办公场地无法满足正常办公使用用途的，经贵司书面通知后20个工作日内仍无法提供符合正常办公用途的办公场地的（包括在同一社区提供相似条件的办公场地或者 KrSpace 关联公司提供的相似条件的办公场地等），贵司有权单方解除协议，KrSpace 退还贵司服务保证金、已付但未发生的会员服务费。

2.4Member’s right of termination If Krspace fails to provide the office space on time or the office space provided by Krspace fails to meet the requirement of normal office use (including the office space provided in the replacement programme and the office space provided by the Krspace affiliated company)??, your company shall have the right to terminate the agreement unilaterally if we fails to provide the space suitable for office within 20 working days after receiving your written notice. In this case, Krspace shall refund deposits and service fee to you.

1. 贵方成员

3.Your Members

3.1更新成员名单。仅成员名单所列人员将视为“会员”，有权享受本协议所述待遇。贵方成员可于以下日期中较晚者起开始使用、访问和/或享受服务：（i）起始日，或（ii）KrSpace 确认将相关人员加入成员名单之日。贵方应对成员名单的准确性负责。贵方管理员可通过其 KrSpace 会员网络之“会员管理”工具更新贵方的成员名单。如需在贵方成员名单中增加超出会籍详情中分配的成员数量的新成员，应由贵方管理员使用已向 KrSpace 备案的管理员电子邮箱，向会籍详情底部所列电子邮箱发送电子邮件。变更请求邮件应载明被替代的老成员和新成员的姓名、电子邮箱及变更生效日。若经常使用贵方办公场地的成员或其他人员的数量超过场地容量，则贵方应支付届时适用的额外费用，详见 krspace官网中的规则。在将任何人员加入成员名单后，KrSpace 将在 KrSpace 会员数据库中为该成员创建一份档案，该创建之档案仅载明该成员的姓名、联系电话和成员公司，包括照片在内的其余信息仅在贵方或贵方成员自行决定添加时予以添加。KrSpace、 KrSpace 员工和代理及其他会员均可查阅该档案。

3.1 Update of the your Member List. Only those individuals set forth on your Member List will be deemed to be “Members” and entitled to the rights and beneﬁts described in this Agreement. Your Members will be able to begin using, accessing, and/or receiving the Services on the later of (i) the Commencement Date or (ii) the date we confirm the updated Member List. You are responsible for the accuracy of the Member List. Your Administrator may update your Member List via the “Member Management” tool on the KrSpace Member Network. To add extra Members to your Member List in excess of the number limit set forth in the Membership Details Form, your Administrator send an email from the Administrator’s email account filed with KrSpace, to the email address speciﬁed at the bottom of Membership Details Form. The email for update of Member Listshall include the name(s) and email address(es) of the replaced Member(s) and new Member(s) and the effective date of the updated list. If the number of Members or other individuals regularly using your Office Space exceeds the Capacity, you will be required to pay the additional fee applicable at that time (please see details as set forth on official website of krspace. Upon the addition of a Member to the Member List, KrSpace will create a profile for such Member on the KrSpace Member Database. The information ofthe profile will include only the Member’s name, phone number and the Member Company; Any additional information including photograph, shall be added solely as determined by you or your Members. Such profile will be open to us, our employees and agents, and other members.

3.2会员的管理员。管理员为会员方的指定联系人。会员管理员作出的任何承诺或行为均被视作相关会员的行为，包括变更或终止本协议。会员公司可以撤销管理员做出的任何行为，前提是，KrSpace 在管理员作出该项行为后24小时内收到该公司的书面通知(需公司加盖公章且法定代表人签字)。会员需根据KrSpace要求提供法定代表人证明等合理信息。。会员可随时书面通知(需公司加盖公章且法定代表人签字)我们变更其管理员。若指定为管理员的人士不再服务于会员公司或不再使用办公场地，则会员应在上述事项发生前书面通知KrSpace指定新的管理员。

3.2 Member’s Administrator . An Administrator is Member’s designated contact. All the commitments or acts from Administrator shall be deemed as Members’ commitments or acts,including amend or terminate this Ageement. However, the Member Company can revoke the commitments and acts from Administrator, provided that we receive such notice to revoke(company chop and Legal Representative’s signature) within 24 hours after Administrator’s commitments and acts. Member shall provide reasonable information including legal representative certificate according to our requirement. Members can send us written notice (company chop and Legal Representative’s signature) to change their Administrators. If the individual designated as the Administrator leaves the Member Company or doesn’t use the Office Space any more, Member shall inform KrSpace to appoint a replacement for Administrator before occurrence of the aforementioned matters.

3.3授权签字人。在本协议签约阶段，贵方须向签署本协议的人出具授权委托书，其行为对贵方具有法律约束力。

3.3 Authorized signatory. At the signing stage of this agreement, you shall issue a power of attorney to the person to sign this agreement on behalf of you and this Agreement shall be legally binding on you.

4.会籍服务费；付款

4. Membership Service fee; Payments

4.1付款。贵方在递交经签字盖章的协议时，应向 KrSpace 支付贵方会籍详情所列款项：服务保证金及首期服务费。

4.1 Payments. Upon submitting a signed and completed Agreement, you shall pay the amount(s) set forth on your Membership Details Form, the Service Deposit and down payment.

4.2会籍服务费。会籍详情所列服务费仅包括会籍详情所列贵方成员数量的服务费。如增加成员需支付额外费用，详见 KrSpace 官网（ krspace.cn ）。

4.2 The Membership Service Fee. Service Fee set forth on the Membership Details Form only covers the Services for the number of your Members listed in the Membership Details Form. You shall pay additional fees for Additional Members , (please see details as set forth on the official website of KrSpace. )

4.3发票及财务信息。在取得贵方付款的前提下，KrSpace 将向管理员提供发票和其他出账相关文件、信息及通知，除非会籍详情列明其他人为账单联系人。如需变更账单联系人，应由会员按照本协议规定发出通知。

4.3 Invoices and Financial Information. Subject to the receipt of the relevant payment from you, Kr Space will provide invoices and other billing-related documents, information and notices to the Administrator, unless a different Billing Contact is indicated on the Membership Details Form. Change of the Billing Contact will require written notice from Members in accordance with this Agreement.

4.4超额费。贵方每月将获得一定额度的会议室、复印机以及打印机之权限，详情在 krspace.cn 中载明。此项权利应在当月使用，不得递延至下月。若贵方超额使用该等借用权，则应支付超额费。目前的超额费费率表见 krspace.cn 。KrSpace 可以不时提高各项超额费的费率。

4.4 Additional Fees. Each month, you can use conference room, copies and printers for limited number/volume, as speciﬁed on krspace.cn . The number/volume of use for each month may not be rolled over from month to month. If actual number/volume of use exceeds allocated amounts, you will be responsible for paying extra fees. The extra fee rate schedule shall be listed and adjusted on krspace.cn from time to time.

4.5逾期付款违约金。若贵方未在付款到期前交纳会员服务费或任何其他已产生而尚未支付费用的，则贵方应每日按照未支付费用的千分之三支付逾期付款违约金。

4.5 Penalties for Overdue Payment. If you fails to pay the Membership Fee or any other fee before the due date, you need to pay the late charge which is 0.3% of the outstanding amounts per day .

4.6付款方式。KrSpace 仅接受以 KrSpace 在本协议签署过程中或本服务期限内不时告知贵方的方式支付本协议项下所有款项。若贵方付款信息发生任何变更，应及时通知 KrSpace。在任何给定时间，贵方仅可使用一种方式支付本协议项下款项。

4.6 Payment Method. We accept payment of all amounts speciﬁed in this Agreement solely by the methods we inform you from time to time during the sign up process or during the term of this Agreement. You are required to inform us promptly of any changes to your payment information. Only a single payment method may be used at any given time to make payments under this Agreement.

4.7未付费用。任何逾期未付费用应按实际欠款收取。在收到贵方付款后，KrSpace 将首先以之清偿欠款，再依次清偿当期的费用。在所有欠款清偿完毕后，剩余金额将用于支付当期费用。若在 KrSpace 向贵方发出催款通知后，贵方在KrSpace指定期限内仍不支付，则 KrSpace 可以自行决定暂停服务或按照第5.5条规定终止本协议。

4.7 Outstanding Fees. Any outstanding fees will be charged in arrears . When we receive payment from you, we will ﬁrst apply payment to any amounts which are in arrears. Once outstanding fees for previous terms have been paid off, any remaining portion of the funds will be applied to current fees due. If you fails to pay the amounts due within our specified period, after we provide notice to you, we may, in our sole discretion, cease to provide Services or terminate this Agreement in accordance with Section 5.5.

5.期限与终止

**5.Term and Termination**

5.1期限。

5.1 Term.

5.1.1服务期限。本协议自双方签字及盖章后生效（“生效日”），前提是，KrSpace 在以下两者中较晚者发生之前并无义务向贵方提供服务：（i）KrSpace 收到贵方服务保证金及首期会员服务费之日，或（ii）起始日。

5.1.1 Service term. This Agreement will be effective when signed and sealed by both parties (“Effective Date”); provided that we have no obligations to provide you with the Services until the later of (i) the date on which payment of your Service Deposit and the first member service charge has been received by us or (ii) the Commencement Date.

5.1.2搬入期限。贵方有权在服务期限起始日的固定时间（一般为9:00至18:00，周一至周五，法定节假日调休的除外）搬入办公场地;如办公场地所在物业管理公司有特殊约定的，以物业管理方约定为准。如贵方存在特殊需求，需提前协商。

5.1.2 the term of entering into office space. You shall have the right to move to the office space at a fixed time (usually from 9:00 to 18:00, Monday to Friday, excluding the statutory holidays) on the commencement date of the service period, if there’s a special regulations by the Property Management Company of the office premises, the special regulations by the Property Management Company shall prevail. If you have special needs, you need to communicate with us in advance.

5.2贵方可在服务期限起始日前（不包含当日）取消本协议。贵方可在起始日前通知 KrSpace 取消本协议，则 KrSpace 收取的服务保证金将不予退还。如 KrSpace 收取了贵方会员服务费的，在收到贵方取消本协议通知后的十个工作日内，KrSpace 退还实际收取的会员服务费。

5.2 Cancellation Prior to Commencement Date by You. You may cancel this Agreement prior to the Commencement Date through sending written notice to us. If you cancel this agreement before the commencement date, the service deposit received by Krspace will not be refunded to you. If Krspace has received your member service fee, Krspace refund the actual member service charge within 10 working days after receiving your written notice for cancellation of this agreement.

5.3在本协议服务期限内，贵方不得提前终止本协议。如贵方提前终止，则 KrSpace 已经收取的费用不予退还，同时 KrSpace 保留追索剩余服务期限内会员服务费全款的权利。

5.3 You shall not terminate this Agreement in advance within the terms of service of this agreement. If you terminate in advance, all the payment Krspace has received will not be refunded, while krspace reserves the right to claim for the full membership fee for the residue of the service period .

5.4续约。贵我双方应在本协议服务期限届满前60日内，协商本协议续签事宜，如继续合作的，应在协商周期内另行签署续约协议；如未在本协议服务期限届满前达成续约意向的，则本协议服务期限届满之日自动终止。

5.4 Renewal. The two parties shall, within 60 days before the expiration of the terms of service of this agreement, to negotiate the renewal of this agreement, if both parties continue to cooperate, the Contract renewal agreement shall be signed within the negotiation period, and if the letter of intention for renewing the contract is not entered into before the expiration of the term of service of this agreement, The expiration date of this Agreement shall be terminated automatically.

5.5 KrSpace 终止或暂停履行本协议。

5.5 Termination or Suspension by Us.

5.5.1在下列任一情形发生时，KrSpace 可在按照本协议第9.8条规定向贵方发出通知后暂停服务或立即终止本协议：（i）贵方（贵方任何成员的行为视为贵方的行为）违反本协议；（ii） KrSpace 对场所享有的权利终止、到期或房屋发生重大灭失时；（iii）贵方在 KrSpace 向贵方发出催款通知后在指定期限内仍不支付到期未付的费用；（iv）贵方(或贵方任何成员的行为视为贵方的行为）未遵守本协议条款和条件、KrSpace 会员网络服务条款、KrSpace 无线网络服务条款或我司提供的或适用于贵方的任何其他政策或指示。即使本协议终止或到期，贵方仍应对逾期未付的款项负责，KrSpace 仍可行使收取该等款项的权利。

一旦较早发生以下情形之一（x）本协议终止或期满；（y）贵方将该成员从成员名单中去掉或（z）KrSpace 通知贵方其成员重大或反复违反本协议，个人成员将不再被允许访问服务且不再被授权进入办公场地。

5.5.1 We may cease to provide Services or immediately terminate this Agreement by providing notice to you in accordance with Section 9.8 of this Agreement: (i) upon breach of this Agreement by you（any act of your Members shall be deemed as your act）; (ii) upon termination, expiration of our rights in the office space or material loss of the Premises; (iii) if you fail to pay any outstanding fees within the designated period after we provide notice to you; (iv) if you (any act of your Members shall be deemed as your act) fail to comply with the terms and conditions of this Agreement/the Kr Space Member Network Terms of Service/our Wireless Network Terms of Service, or any other policies or regulations provided by us or applicable to you;

You will remain liable for outstanding amounts before the termination or expiration, and we may exercise our rights to claim for outstanding fees , despite termination or expiration of this Agreement.

An individual Member will no longer be allowed access to the Services and is no longer permitted to enter into the office space upon the earlier of the following circumstances:

(x) the termination or expiration of this Agreement; (y) your removal of such Member from your Member List or (z) our notice to you that such Member materially or repeatedly violated this Agreement.

5.5.2 KrSpace 有权提前终止本协议，收回办公场地。如 KrSpace 提前收回办公场地或提前终止合同的，应至少提前三十（30）日通知，贵方应按照通知时间搬离，KrSpace 退还服务保证金、已付但未发生的服务费。

5.5.2 KrSpace shall have the right earlier terminate this Agreement and take back the office space. If Krspace wants to earlier take back the office space or earlier terminate the agreement,we should give written notice at least 30 (30) days in advance, you should then in accordance with the notice time to move out from the office space, and Krspace should refund service deposit, service fees paid but not incurred.

5.6服务保证金

5.6 Service Deposit.

5.6.1服务保证金将作为贵方履行本协议项下所有义务的保证金，而非用于抵扣应付费用的准备金。若贵方欠付我方其他费用，贵方不得将该等费用从服务保证金中扣除，而须另行支付该等费用。

5.6.1 The Service Deposit will be held as a security for performance of all your obligations under this Agreement and is not intended to be a reserve from which fees may be paid. In the event you owe us any fees payable under this Agreement, you may not rely on deducting such fees from the Service Deposit, but must pay them separately.

5.6.2在（i）本协议期满或正常终止及（ii）贵方向我方提供账户信息之日（以两者中较晚者为准）起三十（30）天内，我方将在如下条件：a.贵方腾空清理自有物品后返还办公场地；b.结清所有应支付款项；c.注册地址迁出或注销（如有）；d.不存在尚未解决的争议或者纠纷等条件同时满足的情况下，向贵方退还服务保证金余额。如保证金不足抵扣未结清费用或者赔偿 KrSpace 实际损失的， KrSpace 有权向贵方追索不足部分。

5.6.2 We will refund the balance of Service Deposit after deducting outstanding service fees and other costs owing to us, to you within thirty (30) days after the later of (i) the expiration of this Agreement or termination and (ii) the date on which you provide to us all account information on the condition that(a) you give vacate possession of the premises to us;(b)settle all the payment due;(c)deregistered all the address(if any);(d)settle all the disputes(if any). If the deposit is insufficient to deduct such outstanding fees, we shall have the right to claim for insufficient part.

5.7移除财产。贵方应在本协议终止或到期前，将贵方、贵方成员、贵方访客或贵方成员访客的财产从办公场地和场所中移除。 KrSpace 有权在向贵方发出通知后，处置在本协议终止或到期后遗留在办公场地或场所中的任何财产，且没有存放该等财产的任何义务。贵方应放弃就该等财产或 KrSpace 对该等财产的处置提出任何索赔或要求的权利。贵方应负责支付 KrSpace 因移除和处理上述财产而合理产生的任何费用。本协议终止或到期后，KrSpace 不再转交或为贵方保留信件或其他包裹。

5.7 Removal of Property. In the event of the termination or expiration of this Agreement, you shall remove all of your, your Members’, and your or their guests’ properties from the Office Space and Office Building. After providing you with notice, we shall have the right to dispose of any property left over in the Office Space or Office Building after the termination or expiration of this Agreement and will not have any obligation to store such property, and you waive any claims or demands regarding such property or our disposal of such property. You will be responsible for paying any fees reasonably incurred by us regarding such removal and disposal of such properties. Following the termination or expiration of this Agreement, we will not forward or keep mail or other packages for you.

5.8注销注册地址

5.8 Deregistration of Registered Address

5.8.1除非获得 KrSpace 事先书面同意，贵方不得将 KrSpace 提供的地址作为贵方注册地址。

5.8.1 You may not use an address provided by us as your registered address unless you have obtained our prior written consent.

5.8.2若贵方在获得 KrSpace 书面同意后将 KrSpace 提供的地址作为贵方注册地址则在本协议终止前或到期前30天内，贵方应向当地主管机关（包括当地工商行政管理局）办理地址注销手续，并向 KrSpace 提供变更后的营业执照正本，供 KrSpace 审查核证。

5.8.2 If the address provided by us is used as your registered address according to our written consent, upon termination or expiration of this Agreement, you shall complete the deregistration of such address with the relevant local authorities, including the relevant local Administration of Industry and Commerce, within 30 days of the date of such termination or expiration, and shall provide to us an original updated business license for our review and verification.

5.8.3若贵方未在本协议终止前或期限届满前30天内，提供变更后的营业执照作为注册地址变更/注销证据的：（1）则贵方已经交纳的保证金（包括服务保证金和注册保证金），KrSpace 不予退还；且（2）则每延迟一个日历月（不满一个日历月，按一个日历月计），贵方同意支付相当于会员服务费以下百分比的违约金：第一个完整日历月（不满一个日历月，按一个日历月计），50%；第二个日历月，100%；第三个日历月及其后各日历月，150%；且KrSpace 有权在贵方已经交纳的服务保证金中进行扣除或另行向贵方收取。如上述（1）-（2）的措施无法弥补 KrSpace 遭受的损失的，KrSpace有权进一步向贵方追索不足部分。同时，KrSpace 有权向注册地址所在行政机关进行举报。

5.8.3 If you fail to deregistered the registered address and provided the updated business license to us as proof within the aforementioned 30 days, you agree: (1) KrSpace shall not refund the registration deposit to you; (2) you shall pay liquidated damaged equivalent of a percentage of your Membership Fee as follows: for no more than one calendar month, 50%; for no more than two calendar months, 100%; for more than two calendar months, 150%. Such fees may be deducted from your Service Deposit or separately charged to you, in our sole discretion. In the event that such fees are insufficient to compensate us for our losses incurred due to your breach under this Section 5(g), we shall have the right to claim for such excess losses against you. Moreover, KrSpace have the right to report to the local Administration authority.

5.8.4贵方应合法经营、照章纳税，否则，KrSpace 有权提前解除本协议，收回办公场地，贵方已经交纳的保证金(含服务保证金和注册保证金)不予退还。保证金(含服务保证金和注册保证金)无法弥补 KrSpace 遭受的实际损失的，KrSpace有权进一步向贵方追索不足部分。

5.8.4 You need to operate, pay taxes in accordance with law, otherwise, Krspace have the right to terminate this agreement in advance, and ask you to take back the office space, the deposit(including service deposit and registration deposit) you have paid shall not be refunded to you. If the deposit cannot make up for the actual loss suffered by krspace, we shall have the right to claim for such excess losses against you.

**6.用房规则。**

6.House Rules for use of office space

6.1 除贵方使用的办公场所适用的规则、政策和/或程序外，贵方确认并同意：

In addition to any rules, policies and/or procedures that are applicable to your office space, you acknowledge and agree that:

6.1.1用于实际访问场所或办公场地的钥匙、门卡等物品始终为 KrSpace 财产。贵方应促使贵方会员爱护 KrSpace 财产。因该等财产遗失、被盗或遭破坏而产生的重置费用应由贵方承担；

6.1.1 The ownership of all keys, key cards and other such items used to enter into the Office Space shall belong to KrSpace. You will make sure your Members to take good care of our property. You will be liable for fees of repurchasing such items if such property be lost, stolen or destroyed;

6.1.2若贵方联系方式或付款信息发生任何变更，应立即通知 KrSpace；

6.1.2 you shall promptly notify us of any change of your contact information or payment information;

6.1.3若 KrSpace 的服务或费用发生任何变更或其他信息发生任何更新，KrSpace 将向贵方提供的电子邮箱发送电子邮件或者书面通知。贵方应负责查收该等邮件/函件，确保贵方会员知悉相关变更；

6.1.3 In the event there’s any change of krspace services or fees or any updates to any other information, KrSpace will inform you by email or written notice. You shall be responsible for checking the mails/letters to ensure that your members are informed of the relevant changes;

6.1.4提供给贵方使用的推车、手推车及其他搬运工具均不得在客梯内使用，除非 KrSpace 酌情批准该等使用；

6.1.4 carts, dollies and other freight items which provided by us for your useshall not be used in the passenger elevator except for approval at our discretion;

6.1.5贵方所有会员均已至少年满十八周岁；

6.1.5 all of your Members are at least 18 years of age;

6.1.6贵方应全面负责确保在办公场地及办公大楼内:a.未达法定饮酒年龄的会员或访客不得饮酒；b.贵方所有成员及访客禁止吸烟。

6.1.6 you shall be solely and fully responsible for ensuring that (a)no alcohol is consumed by any of your Members or guests who is younger than the legal age for consuming alcohol in the applicable jurisdiction;(b)all your members and invitees are prohibited to smoke in the building.

6.1.7除 KrSpace 另有指示外，公共空间应由 KrSpace 所有会员公司、会员及访客共享，仅作临时办公使用，不得作为连续、日常的工作场地；

6.1.7 common spaces used by all our Member Companies, members and guests unless otherwise instructed by us, are for temporary office use and not as a place for continuous, everyday work;

6.1.8贵方在场所内举办任何活动之前，应向 KrSpace 发出合理通知，并完成所需的全部手续；

6.1.8 You shall give reasonable notice to Krspace and complete all procedures and formalities required before you hold any event at the office space;

6.1.9贵方应对贵方办公场地正常磨损以外的损害负责；

6.1.9 you will be responsible for any damage to your Office Space except for normal wear and tear;

6.1.10未事先经 KrSpace 书面批准，贵方不得对办公场地作任何结构或非结构性改造或在办公场地安装墙壁附着物、家具或天线。若贵方违反此条，须在我方书面通知的期限内改正并恢复原状，否则 KrSpace 有权终止本协议，并没收保证金，并有权进一步追索我方的损失。

6.1.10 you shall not make any structural or nonstructural alterations or installations of wall attachments, furniture or antennae in the Office Space without prior written approval by us. If you violate this clause and rectify and restore the

Office space to its original state within the specified period under our written notice, we shall terminate this Agreement and forfeit the deposit, and shall have the right claim for the loss incurred.

6.1.11贵方与贵方会员的计算机、平板电脑、移动设备和其他电子设备应：（i）更新到最新版本；及（ii）不含有任何恶意软件、病毒、间谍软件、蠕虫、木马或旨在执行恶意、敌意和/或入侵性操作的任何程序。 KrSpace 有权从 KrSpace 网络中移除对 KrSpace 网络或用户造成威胁的任何设备，直至威胁被去除为止；

6.1.11 you and your Members’ computers, tablets, mobile devices and other electronic equipment shall be (i) updated to the latest version (ii) exlusive of any malware, viruses, spyware, worms, Trojans, or anything that is designed to perform malicious, hostile and/or intrusive operations. We reserve the right to remove any device from our networks that poses a threat to our networks or users until the threat is relieved; and

6.1.12贵方同意 KrSpace 非排他并不可转让地：a.在 KrSpace 官网面向公众的“会员”展示栏、视频和其他宣传材料中；b.办公大楼产权方、物业管理方要求进行信息披露等情形使用贵方名称和/或标识，以标注贵方的 KrSpace 会员身份的行为。贵方保证贵方的标识不侵犯任何第三方的权利且贵方完全有义务提供该等同意（如需）。

6.1.12 you agree to our non-exclusive, non-transferable use of your name and/or logo in connection with （a）identifying you as a Member of Kr Space, alongside those of other Members, on a the column of “Membership” display on the official website of KrSpace, as well as in video and other promotion materials；（b）to disclose your information required by the Property Owner or the Property manage company. You shall make sure that your logo does not infringe upon the rights of any third party and that you have the obligation to provide this consent (if necessary).

6.1.13贵方应负责确保贵方会员遵守所有用房规则。

6.1.13 You are responsible for making sure your Members to comply with all Rules of using the office space.

6.2会员不得：

6.2 Members shall not:

6.2.1进行任何据合理预期可能对 KrSpace、任何其他会员公司、KrSpace 或任何其他会员公司的员工、访客或财产（包括但不限于办公场地）产生破坏性或危险性的活动或导致允许这样的情况发生；

6.2.1 carry out or permit or suffer to be done any act that is reasonably likely to be disruptive or dangerous to us or any other Member Companies, or our or their employees, guests or property, including but not limited to the Office Space;

6.2.2使用服务、场地或办公场所或在社区进行或从事任何非法或冒犯性活动；

6.2.2 use the Services, or the Office Space to conduct or pursue any illegal or offensive activities ;

6.2.3提供虚假身份信息；

6.2.3 provide the false ID information;

6.2.4提取、复制或使用其他会员公司或其会员或访客的任何信息或知识产权，包括但不限于任何保密或专有信息、姓名、肖像、声音、商业名称、商标、服务标志、标识、商业外观、其他标识符号、其他知识产权或其修改或变更版本。本协议终止后，本条规定继续有效；

6.2.4 take, copy or use any information or intellectual property belonging to other Member Companies or their Members or guests, including without limitation any confidential or proprietary information, personal names, likenesses, voices, business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property, or modified or altered versions of the same, and this provision shall be valid after termination of this Agreement;

6.2.5未经 KrSpace 事先同意，为任何目的提取、复制或使用“KrSpace”或 KrSpace 任何其他商业名称、商标、服务标志、标识、商业外观、其他标识符号、其他知识产权或其修改或变更版本，或为任何目的拍摄、复制或使用场所任何部分的任何照片或图片。本协议终止后，本条规定继续有效；

6.2.5 take, copy or use for any purpose the name “Kr Space” or any of our other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property or modified or altered versions of the same, or take, copy or use for any purpose any pictures or illustrations of any portion of the Premises, without our prior consent, and this provision shall be valid after termination of this Agreement;

6.2.6将办公场地用作“零售”、“医疗”“教育”“培训”或其他公众频繁造访的用途；

6.2.6 use the Office Space for the purpose of “retail,” “medical,” “education,” “training” or frequent visits by members of the public;

6.2.7复制办公场地或场所的任何钥匙、门卡或其他门禁设备，或将任何钥匙或门卡出借、分享或转让给任何第三方，除非经 KrSpace 事先授权；

6.2.7 make any copies of any keys, keycards or other means of entry to the Office Space or the Premises or lend, share or transfer any keys or keycards to any third party, unless being authorised by us in advance;

6.2.8在办公场地或场所任何区域内安装任何锁具，除非经 KrSpace 事先授权；

6.2.8 install any locks to access the Office Space or anywhere, unless being authorised by us in advance;

6.2.9在访客未作登记且未完成 KrSpace 政策要求的任何其他手续的情况下，允许访客进入大楼。

6.2.9 allow any guest(s) to enter the building without registering such guest(s) and performing any additional required procedures according to our policies; or

6.2.10携带任何武器或任何其他攻击性、危险、易燃或爆炸性材料至办公场地。

6.2.10 bring any weapons of any kind, or any other offensive, dangerous, inflammable or explosive materials into the Office Space.

7.其他约定

**7. Additional Agreements**

7.1信息技术。KrSpace 未就 KrSpace 网络的安全性作出任何声明或保证。在贵方使用 KrSpace 网络时，KrSpace 无法保证特定的可用程度。在使用打印机时，贵方需要在贵方计算机上安装适当的打印机驱动程序。此外，贵方可以要求 KrSpace 解决打印、互联网连接或其他方面的问题。KrSpace 在提供此类服务时，不对贵方设备的任何损害负责，前提是，KrSpace 不存在疏忽。 KrSpace 通过有线或无线网络连接向会员提供共享的网络访问。对于希望安装私人有线网络的会员，经 KrSpace IT批准，KrSpace 允许贵方为独占访问和使用而安装防火墙设备且贵方对移除该安装负责。进行任何该等安装或移除之前，贵方应与 KrSpace IT团队合作、讨论该安装或移除的实际设置、适当时间、方式和方法及该要求可能产生的额外费用。如 KrSpace 因该安装或移除产生相关费用且贵方未另行支付，KrSpace 应从服务预付费中扣除该费用。贵方还应承担因贵方私人安装有线网络产生的相关月度费用。

7.1 Information Technology. We do not make any representation or warranty as to the security of our network. We cannot guarantee a particular degree ofavailability will be achieved in connection with your use of our network. In order to utilize the printers, you will need to install the appropriate printer drivers onto your computer. In addition, you may request that we troubleshoot problems you may have with respect to printing, the Internet connection or other issues. If we provide such services, we will not be responsible for any damage to your equipment provided that we have not acted negligently.

KrSpace provides shared Internet access to Members via a wired or wireless network connection. For those Members wishing to implement a private wired network, KrSpace may allow you to install a firewall device for your exclusive access and use, subject to KrSpace IT approval, and you will be responsible for removal of the same. Prior to any such installation or removal, you shall coordinate with the KrSpace IT team to discuss the actual setup, appropriate time, manner and means for such installation or removal and any additional fees that may result from the request. To the extent that we incur any costs in connection with such installation or removal, which are not otherwise paid by you, we shall deduct such costs from the Service Retainer. You shall also be responsible for any monthly fees incurred relating to your private, secured wired network.

7.2责任限制。贵司在 KrSpace 发生的非因 KrSpace 原因导致的任何及他方的财物纠纷、人身损害、工伤事故等，均由贵司自行处理解决，KrSpace 不对此承担任何责任。贵司在 KrSpace 所有财物自行保管，发生物品被盗、丢失等一切责任由贵司自行承担。 KrSpace 可提供摄像查看等配合调查。

7.2 Limitation of liability. Any property dispute, personal injury, work injury and so on which is caused by the krspace of your company in the Krspace will be dealt with by your own company, and the krspace shall not bear any responsibility for it. You are responsible for all the belongings of your company in Krspace, the theft and loss of the goods. Krspace can provide camera viewing and assist your investigations.

7.3赔偿。对于因贵方或贵方会员、贵方或贵方会员的访客受邀者、或贵方或上述各方的作为或不作为违反本协议规定而引起的任何及所有索赔（包括第三方索赔）、责任与费用（包括合理律师费），贵方应向 KrSpace 方作出赔偿。贵方或贵方会员、贵方或贵方会员的访客邀请任何人进入场所的任何行为以及由此造成的任何损害，概由贵方负责。未经 KrSpace 书面同意，贵方不得进行需要 KrSpace 作出任何实质不利行为的和解或准许、或向任一 KrSpace 方强加任何义务的偿付行为或和解。对于未经某 KrSpace 方事先书面同意作出的任何偿付行为或和解，该 KrSpace 方不承担任何责任。

7.3 Indemnification. You will indemnify the Kr Space Parties from and against any and all claims, including third party claims, liabilities, and expenses including reasonable attorneys’ fees, resulting from any breach of this Agreement by you or your Members or your or their guests or invitees or any of your or their actions or omissions. You are responsible for the actions of and all damages caused by all persons that you, your Members or your or their guests invite to enter any of the Premises. You shall not make any settlement that requires a materially adverse act or admission by us or imposes any obligation upon any of the Kr Space Parties without our written consent. None of the Kr Space Parties shall be liable for any settlement made without its prior written consent.

7.4保险。

7.4 Insurance.

7.4.1 KrSpace 提示贵方，贵方应负责在会员期限内以适合贵方业务的形式和金额，持续自费为贵方与贵方会员投保财产险（可选择基本险、综合险、一切险）、雇主责任险，公众责任险。保险范围须涵盖贵方会员或其访客遭受的、以及因未能或被拒绝使用或进入场所全部

或其部分空间而可能造成的财产损失、损害或伤害。

7.4.1 KrSpace prompts you that you shall be responsible for the payment of the property insurance (basic, comprehensive and all risks), employer liability and public liability, in the form and amount of your business for the duration of your membership, at your own expense. Insurance Coverage shall cover loss of property, damage or injury arising from your member or its visitors, and the inability or denial of use or entry into the premises or part of its space.

7.4.2 KrSpace 并不强制要求贵方投保，但如贵方投保的：（ⅰ）贵方应确保所有该等保单中应将贵方使用 KrSpace 的场地区域作为保险标的；（ⅱ）贵方应确保财产险、公众责任险保单中应将 KrSpace 作为共同受益人。贵方放弃贵方对 KrSpace 和场所业主可能享有的代位求偿权；（ⅲ）贵方如投保雇主责任险的，将免除因 KrSpace 一方过错而产生的侵权责任。

7.4.2 KrSpace does not compel you to insure however, if you insure: (Ⅰ) You should ensure that all such policies should be subject to your use of the KrSpace area as insurance, (Ⅱ) you should ensure that the krspace as a common beneficiary in property insurance and public liability insurance policies. You give up your right of subrogation to krSpace and premises owners, (Ⅲ) if you insure your employer's liability insurance, you will be exempted from the tort liability arising from the fault of the KrSpace party.

7.5其他会员。KrSpace 对其他会员公司、会员或任何其他第三方的行为没有控制权，对其行为概不负责。若会员公司、会员或其受邀者或访客之间产生任何争议，KrSpace 并无责任或义务介入、调解该等争议或向任何一方作出赔偿。

7.5 Other Members. We do not control and are not responsible for the actions of other Member Companies, Members, or any other third parties. If a dispute arises between Member Companies, members or their invitees or guests, we shall have no responsibility or obligation to participate, mediate or indemnify any party.

7.6隐私。根据 krspace.cn 上的隐私政策及全部适用数据保护法，KrSpace 收集、处理、传输和保护贵方与贵方会员的个人数据。请注意，除本协议另有约定外，贵方没有义务向 KrSpace 提供个人信息，KrSpace 收集的任何信息将由贵方自愿提供并经贵方签订本协议授权明确同意。贵方特此保证（i）告知任何新的或现有会员本条款和隐私政策的规定；（ii）必要时，获得该会员关于根据本协议规定收集、处理、传输和保护数据的同意；并（iii）根据适用法律，贵方实际收集和处理该会员的个人数据。

7.6 Privacy. We collect, process, transfer and secure personal data about you and your Members pursuant to the terms of our Privacy Policyat krspace.cn,and in accordance with all applicable data protection laws. Note that you are not obligated to provide us with personal information and any information collected by us will be provided by you at your own will and with your explicit consent granted herein by execution of this Agreement. You hereby undertake (i) to inform any new or existing Member of the provisions of this clause and the privacy policy, (ii) where necessary, to obtain consent from such Member to the collection, processing, transferring and securing of data described herein and (iii) you collect and process such Member’s personal data in accordance with applicable law.

7.7不可抗力

7.7 Force majeure.

7.7.1事件是指事先不能预见、不能避免并不能克服的客观情况，包括但不限于国家政策改变、战争、地震、台风、水灾、火灾、恐怖事件、其他社会异常事件（如罢工、骚乱）等意外事件。

7.7.1 incident refers to the unforeseen, unavoidable and insurmountable objective circumstances, including but not limited to national policy changes, war, earthquakes, typhoons, floods, fires, terrorist incidents, other social anomalies (such as strikes, riots) and other unexpected events.

7.7.2遭遇不可抗力事件的一方在事件发生后的3个工作日内将遭受不可抗力的情况通知对方，并在事件发生后14个工作日内提供不可抗力事件发生的有效证明文件。因不可抗力的发生导致本协议不能履行或履行本协议已失去意义时，贵我双方均可以解除本协议，任何一方不承担违约责任。

7.7.2 encountered the event of force majeure in the event of the 3 working days after the incident will be subject to the circumstances of force majeure notify the other party, and in the event of 14 working days after the occurrence of the event of a valid proof of force. As a result of the occurrence of force majeure, this agreement can not be fulfilled or the performance of this agreement has lost its significance, both of you may terminate this agreement, neither party shall not be liable for breach of contract.

**8.诉讼和放弃代表诉讼**

**8.Litigation and Representative Litigation Waiver**

8.1准据法。本协议与本协议项下拟议交易受中华人民共和国（在本协议中不包括台湾、香港和澳门）法律管辖并据其释义，不考虑其冲突法规定，亦不适用《联合国国际货物买卖合同公约》。

8.1 Governing Law. This Agreement and the transactions contemplated hereby shall be governed by and construed under the law of the People’s Republic of China (for purposes of this Agreement only, excluding Taiwan, Hong Kong and Macao) without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

8.2审裁地。除任何一方向任何有管辖权的法院寻求临时、保全与类似救济外，由本协议或本协议的违反、终止或无效引起或与之相关的、或根据普通法提起的任何争议、争端或索赔，经本协议双方友好协商未能解决的，应最终递交至北京市朝阳区人民法院（亦称为“朝阳法院”）进行审理。

8.2 Venue. Except that either party may seek interim, conservancy or similar relief from any court of competent jurisdiction, any dispute, controversy or claim arising out of or in relation to this Agreement, or at law, or the breach, termination or invalidity of this Agreement, that cannot be settled amicably by agreement of the parties to this Agreement shall be finally settled by Beijing Chaoyang District People’s Court (“Chaoyang Court”).

9.附则

**9.Miscellaneous**

9.1协议性质；双方关系。全部办公场地属 KrSpace 财产，由 KrSpace 拥有并控制。 KrSpace 授予贵方与 KrSpace 共同使用办公场地的权利，以便 KrSpace 向贵方提供服务。尽管本协议有任何相反规定，贵我双方同意，双方关系并非常规意义上的业主-租客或出租方-承租方关系，本协议不得被解释为授予贵方或任何会员对 KrSpace 业务、场所、办公场地或场所与办公场地之内或之上的任何物品享有任何所有权、地役权、留置权、占有权或其他相关权利。本协议并不创设租赁权益、租赁不动产权益或其他不动产权益。本协议双方作为独立缔约方履行本协议项下义务，本协议不得视为为任何目的创设任何信托或代理、合伙或合资关系。任何一方不得以任何方式对双方关系作出不实陈述。

9.1 Nature of this Agreement; Relationship of the Parties. The whole of the Office Space remains our property and in our possession and control. We are giving you the right to share with us the use of the Office Space so that we can provide the Services to you. Notwithstanding anything in this Agreement to the contrary, you and we agree that our relationship is not that of a conventional landlord-tenant or lessor-lessee and this Agreement in no way shall be construed as to grant you or any Member any title, easement, lien, possession or related rights in our business, the Premises, the Office Space or anything contained in or on the Premises or Office Space. This Agreement creates no tenancy interest, leasehold estate, or other real property interest. The parties hereto shall each be independent contractors in the performance of their obligations under this Agreement, and this Agreement shall not be deemed to create a ﬁduciary or agency relationship, or partnership or joint venture, for any purpose.  Neither party will in any way misrepresent our relationship.

9.2协议修订。会员服务费与超额费的修订适用第4.2条、第4.4条规定。KrSpace 将不时修订本协议其他条款，并使用包括但不限于书面、APP推送、本协议指定的电子邮箱等形式通知贵方。自 KrSpace 发送该等修订内容的通知之日起满7个日历日后，视为贵方已接受协议新条款规定。超出上述时间继续使用办公场地或服务的，视为接受新条款规定。

9.2 Updates to the Agreement. Membership Fee and additional fees, will be governed by Section 4.2 and Sention 4.4. we may from time to time update this Agreement and will provide notice to you of these updates. You will be deemed to have accepted the new terms of the Agreement following the completion of seven (7) full calendar days after the date of notice of the update(s). Continuous use of the Office Space or Services beyond the above 7 days will constitute acceptance of the new terms.

9.3弃权。任何一方的任何作为或不作为不得视为该方放弃其于本协议项下的权利或救济，弃权一方以书面形式签字确认弃权者除外。

9.3 Waiver. Neither party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party.

9.4从属关系。本协议从属于并受制于 KrSpace 就场所与业主签署的租约、任何补充文件以及对 KrSpace 与业主之间的租约进行约束与规范的任何其他协议。但前述规定并不默示存在任何涉及不动产权益的转租或其他类似关系。

9.4 Subordination. This Agreement is subject and subordinate to our lease with our landlord of the Premises and to any supplemental documentation and to any other agreements to which our lease with such landlord are subject to or subordinate. However, this clause does not imply any sublease or other similar relationship involving an interest in real property.

9.5特别事件。因超出 KrSpace 合理控制范围的任何事由或情况而导致 KrSpace 延迟或未履行本协议的情形下，包括但不限于：(i)场所施工发生延迟或变更，或 KrSpace 获得任何场所内任何空间的能力受到影响；及（ii）因属于 KrSpace 相关场所业主控制范围之内的情况而导致延迟或未履行，KrSpace 不承担任何责任，且不得视为 KrSpace 未履行或违反本协议。

9.5 Extraordinary Events. Kr Space will not be liable for, and will not be considered in default or breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond Kr Space’s reasonable control, including without limitation (i) any delays or changes in construction of, or Kr Space’s ability to procure any space in any Premises, and (ii) any delays or failure to perform caused by conditions under the control of our landlord at the applicable Premises.

9.6可分割性。一切 KrSpace 官网（ krspace.cn ）和会员的管理公约均为本协议不可分割的部分，各方须为遵守。KrSpace 保留在必要条件下修改管理公约的权利。若本协议中任何条款被相应有权管辖的法院裁决无效或不可执行，则仅有此类条款可在该管辖法域内被视为无效或不可执行，本协议的其他条款应当保持完整效力和效果。

9.6 divisible. All KrSpace official website (krspace.cn) and members of the management of the Convention is an integral part of this Agreement, the Parties shall be complied with. KrSpace reserves the right to modify the management of the Convention, if necessary. In the event that any provision of this agreement is invalid or not enforceable by a court ruling to which it is entitled, only such provisions may be considered invalid or enforceable in that jurisdiction, and the other provisions of this Agreement shall remain intact and effective.

9.7继续有效。本协议终止或到期后，第1条、第2.3条、第4条（仍有未付款项时）、第5.3条、第5.6条、第5.7条、第5.8条、第6.2条，第7.1条至7.3条、第8条、第9条以及据合理预期应在本协议终止或到期后继续有效的所有其他条款，应继续有效。

9.7 Effectiveness. Sections 1, 2.3, 4 (if there are any outstanding payments), 5.3, 5.6, 5.7, 5.8, 6.2, 7.1 through 7.3, 8, and 9 and all other provisions of this Agreement reasonably expected to be valid after the termination or expiration of this Agreement will do so.

9.8通知。本协议项下所有通知均应可通过书面函件、本协议指定的电子邮件、APP推送等形式发送；如以书面形式发出的，自发出48小时后视为送达；如以电子邮件、APP推送等形式发出的，发出即视为已送达。KrSpace 可酌情合理决定采用何种方式向管理员发送通知。与本协议相关的任何通知应由管理员发送。

若贵方多个管理员不同时段发出的通知内容相互矛盾的，以 KrSpace 收到最后通知内容为准.

9.8 Notices. All notices under this Agreement can be sent by means of written notices, email designated under this Agreement, APP, etc.If it is sent in written notices, it will be deemed to have been served after 48 hours from sending such notices; It shall be deemed to be delivered when it is sent successfully by email or APP. KrSpace may, at its discretion, adopt any means under this agreement send a notice to the administrator. Any notice relevant to this Agreement shall be sent by your administrator. If the notices sent by your different administrators at different times, the final notice received by KrSpace shall prevail.

9.9标题；释义。本协议标题仅为方便而设，不得用于对本协议任何条款作出解释或释义。本协议中使用“包括”、“例如”或“譬如”等表达应酌情理解为其后紧跟“但不限于”。本协议提及的一天中的任何时间指办公场地所在时区的时间。

9.9 Headings; Interpretation. The headings in this Agreement are for convenience only and are not to be used to interpret or construe any provision of this Agreement. Any use of “including” “for example” or “such as” in this Agreement shall be read as being followed by “without limitation” where appropriate. References to any times of day in this Agreement refer to the time of day in the Office Space’s time zone.

9.10禁止转让。除非贵方或贵方母公司进行吸收合并、新设合并、公司重组或出售全部或实质全部股权或资产，否则未经 KrSpace 事先同意，贵方不得（包括按照法律要求）转让或以其他方式让与贵方在本协议项下的任何权利或义务。KrSpace 可不经贵方同意转让本协议。

9.10 No Assignment. Except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the shares or assets of you or your parent corporation, you may not transfer or otherwise assign any of your rights or obligations under this Agreement (including by operation of law) without our prior consent.  We may assign this Agreement without your consent.

9.11反洗钱。贵方特此声明和保证贵方和贵方会员一直且将根据全部法律合乎道德地开展业务，包括但不限制于禁止商业贿赂和洗钱的法律（“反洗钱法”），且根据反洗钱法规定，贵方履行本协议项下支付义务的全部资金均为合法所得。贵方应提供 KrSpace 为遵守反洗钱法不时要求提供的全部信息和文件。

9.12 Anti-Money Laundering. You hereby represent and warrant that at all times you and your Members have conducted and will conduct your operations ethically and in accordance with all laws, including but not limited to laws that prohibit commercial bribery and money laundering (the “Anti-Money Laundering Laws”), and that all funds which you will use to comply with your payments obligations under this Agreement will derived from legal sources, pursuant to the provisions of Anti-Money Laundering Laws. You will provide us with all information and documents that we from time to time may request in order to comply with all Anti-Money Laundering Laws.

9.12反腐败法。贵方或贵方会员、贵方董事、高级职员、员工、代理、分包商、代表或代表贵方的任何人员，不得（i）直接或间接地提供、支付、给予、承诺或授权任何金钱、礼品或任何有价物给付给：（A）任何政府官员或任何商业当事人，（B）任何知悉或有理由知悉全部或部分该金钱、礼品或有价物将直接或间接地提供、支付或给予任何政府官员或任商业当事人的人，或（C）KrSpace 的任何员工或代表，以实现以下目的（1）影响政府官员或商业当事人其职权范围内的行为或决定，（2）引诱政府官员或商业当事人从事违反其职务法律责任的行为，（3）获取不正当利益或（4）确保签订本协议，（ii）就与本协议、服务或办公场地相关，直接地或间接地授权或进行支付、赠礼抑或提出或承诺该等支付或礼品。为本条款之目的，“政府官员”指任何政府部门或机构的任何官员、雇员或有官员职能的人员，包括国有企业或国家控制企业、公共国际组织及政党或政治职务官员或候选人。

9.12 Anti-Corruption Laws. Neither you nor any of your Members, your directors, officers, employees, agents, subcontractors, representatives or anyone acting on your behalf, (i) has, directly or indirectly, offered, paid, given, promised, or authorized the payment of any money, gift or anything of value to: (A) any Government Official or any commercial party, (B) any person while knowing or having reason to know that all or a portion of such money, gift or thing of value will be offered, paid or given, directly or indirectly, to any Government Official or any commercial party, or (C) any employee or representative of Kr Space  for the purpose of (1) influencing an act or decision of the Government Official or commercial party in his or her official capacity, (2) inducing the Government Official or commercial party to do or omit to do any act in violation of the lawful duty of such official, (3) securing an improper advantage or (4) securing the execution of this Agreement, (ii) will authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with this Agreement, the Services or the Office Space. For purposes this section, “Government Official” means any officer, employee or person acting in an official capacity for any government agency or instrumentality, including state-owned or controlled companies, and public international organizations, as well as a political party or official thereof or candidate for political office.

9.13经纪人。贵方承诺并保证，如未在本协议列明经纪人，将视为贵方并未在本协议下之会籍交易中使用(房地产)经纪人。对于贵方违反本条承诺与保证而引起的任何索赔，贵方应向 KrSpace 作出赔偿,确保 KrSpace 不遭受损失。

9.13 Brokers. You hereby represent and warrant that it shall be deemed not to appoint a broker or realtor by you in connection with the membership transaction covered by this Agreement, if there are not a broker or realtor put in this Agreement. You hereby indemnify and hold us harmless against any claims arising from your breach of any warranty or representation of this article.

9.14完整协议。本协议（包括包括第一部分会籍详情、第二部分条款和条件和第三部分 专用条款）构成双方就本协议标题事项达成的完整协议。除双方签署书面文件或以其他方式许可外，不得以任何方式对本协议作出修订。双方就本协议所载事项达成的所有在先协议与谅解已并入本协议。

**9.14 Integral Agreement**. This Agreement, including the Membership Details Form, constitutes the entire agreement between the parties relating to the subject matter hereof and shall not be changed in any manner except by a writing executed by both parties or as otherwise permitted herein. All prior agreements and understandings between the parties regarding the matters described herein have merged into this Agreement.

9.15协议份数。本协议（包括第一部分会籍详情、第二部分条款和条件和第三部分 专用条款）一式两份，双方各持一份，具有同等法律效力。

9.15 Number of agreements. This agreement (including the details of the first chapter and the terms and conditions of Part II) shall be in two copies, each of which shall have the same legal effect.

9.16协议生效。

9.16 the effectiveness of the Agreement.

9.16.1本协议（包括第一部分会籍详情、第二部分条款和条件和第三部分 专用条款）经双方签字及盖章后生效。

9.16.1 this agreement (including the details of the first chapter and Part II terms and conditions) shall take into effect upon signature and seal by both parties.

9.16.2会员或会员公司知悉并同意，将在签署本协议的5个工作日内向 KrSpace 提供如下证明材料：（1）会员公司需提供两（2）份公司营业执照复印件并加盖公司公章；（2）个人需提供两（2）份有效身份证或护照复印件；此外若该个人为公司雇员或者仅为公司工作或服务，其提供供的身份证/护照复印件还应加盖公司公章，而不论该个人是否与公司存在正式的劳动关系。

9.16.2 member or member company knows and agrees, the following certification materials will be provided to krspace within 5 working days of the signing of this Agreement: (1) The member Company shall provide two (2) copies of the company's business license affixed with the company's official seal; (2) an individual must provide two (2) valid ID card or passport copy. In addition, if the individual is a company employee or only works or provide services for the company, the photocopy of the ID/passport provided by the person shall be stamped with the company's official seal, whether or not the person has a formal labor relationship with the company.

9.16.3签署本协议即表明贵方向 KrSpace 声明，协议签署人/公司拥有适当权限代表前文所列公司签署本协议并代表该公司产生本协议项下义务。

9.16.3 the signing of this agreement indicates your statement to krspace that the undersigned/the company has the appropriate authority to sign this agreement on behalf of the company listed above and to produce the obligations under this Agreement on behalf of the company.

9.16.4 本协议以中英文书就，若两种版本之间出现分歧，则以中文版本为准。

9.16.4 This agreement is written in Chinese and English , if there are differences between the two versions, the Chinese version shall prevail.

1. **专用条款**

1. 组成本协议的文件及效力

1.1 组成本协议的文件包括：

（1）本协议第一部分 会籍详情；

（2）本协议第二部分 条款和条件；

（3）本协议第三部分 专用条款；

1.2本协议的第三部分 专用条款与第二部分 条款和条件的约定有冲突之处，以第三部分 专用条款为准。

2. 专用条款内容如下：

2.1 其他约定：【OP系统自动带出】。

3.协议份数。

3.1本协议（包括第一部分会籍详情、第二部分条款和条件、第三部分专用条款）一式两份，双方各持一份，具有同等法律效力。

4.协议生效。

4.1本协议（包括第一部分会籍详情、第二部分条款和条件、第三部分专用条款）经双方签字及盖章后生效。

（以下无正文）

会员签字：

公司名称：

盖章（合同专用章或者公章）：

法定代表人或者授权代表人（签字）：

日期： 年 月 日

KrSpace 签字：

KrSpace 实体名称：

盖章（合同专用章或者公章）：

法定代表人或者授权代表人（签字）：

日期： 年 月 日