

WeWork Referral Program

Member Terms of Service

Notwithstanding anything else herein, these WeWork Member Referral Program Terms of Service shall apply to Qualified Referrals for a Dedicated Space or WeWork All Access agreement with an WeWork affiliate, EXCEPT referrals to locations in India, China, Costa Rica, and South Africa. Applicable terms for referrals to other locations (if available) are set forth here:

- **India:** For referrals to locations in India, please see applicable terms [HERE](#).

Subject to the terms and conditions provided herein (the “**Program TOS**”), WeWork will compensate eligible members for each Qualified Referral that leads to the execution or acceptance of a Qualified WeWork Membership agreement. More details about the WeWork Referral Program (“**Referral Program**”) are set forth below. Acceptance of the Program ToS is required in order for you to be eligible to receive referral fees (“**Fees**”) for Qualified Referrals. For ease of reference, defined terms are set out at the end of these Program ToS.

I. ELIGIBLE MEMBERS

To participate in the Referral Program, you must be a good standing current WeWork member (a “**Referrer**”, also, “**you**”) associated with a membership agreement with a WeWork affiliate at the time of referral (excluding any WeWork affiliates located in India, China, Costa Rica, or South Africa).

II. QUALIFIED REFERRALS

Subject to these Program ToS, Referrers may receive a Fee for introducing a Qualified Referral to WeWork. A “**Qualified Referral**” is any individual or entity introduced by a Referrer to WeWork by way of the Referral Link process set forth herein that enters into a new, initial “**Qualified WeWork Membership**” (as defined below) agreement for Dedicated Space or WeWork All Access with a WeWork affiliate (excluding referrals for locations in India, China, Costa Rica, and South Africa). For clarity, Fees will only be paid on the initial Qualified WeWork Membership agreement. Subsequent membership agreements signed by Qualified Referrals at (i) new locations, (ii) for a renewed commitment term, or (iii) an office space expansion, are not eligible for Fees. This includes, but is not limited to, additional passes added by a Qualified Referral for WeWork All Access.

To be considered a Qualified WeWork Membership, the following criteria must be met by the Qualified Referral:

- Must sign a Qualified WeWork Membership agreement with WeWork no later than 90 days from the date of the Referral Submission;
- Must not be a current or previous member of WeWork;
- Must not have previously contacted WeWork for a membership, attended a WeWork event, or otherwise been referred to WeWork in the (90) days prior to your initial Referral submission
- Must not be:
 - An entity of which the Referrer is an employee, partner or owner of a controlling interest;
 - A subsidiary, affiliate, or entity related to Referrer or Referrer's employers; or
 - An entity with the same parent entity as the Referrer, Referrer's employer, or any affiliate or entity related to the Referrer or Referrer's employer
- Must enter into, and remain in, a Qualified WeWork Membership agreement for at least 90 days

III. PROCESS

Referral Link

All eligible Referrers have access to a unique referral link on the referral portal, refer.wework.com ("**Referral Link**"). The Referral Link can be used to refer a potential new member wanting to enter into a Qualified WeWork Membership ("**Potential Referees**"), subject to the rules set forth below.

Rules for Sharing your Referral Link

Failure to follow these rules will result in disqualification from the Referral Program and the Referrer shall not be entitled to Fees.

Referrers may only promote the Referral Link (i) by posting generally on their personal social media pages (including, but not limited to LinkedIn, Instagram and Facebook) or (ii) by sharing the Referral Link directly to individuals who have requested a referral from you. This means that you must **not** attempt to obtain Referees by sending any direct messages via electronic means (including email, SMS, direct messaging via social media platforms, Whatsapp, tagging social media handles in posts, etc.) to anyone that has not requested this link from you.

The Referral Link will direct the Potential Referee to the referral portal to provide their contact information and to submit their referral ("**Referral Submission**"). Once their referral form is submitted, the referral will be tied to you as their Referrer within the referral portal. Please note that due to Global Privacy requirements, the form **must be completed by the Potential Referee and cannot be completed by the Referrer.**

Referral Submissions

Further, referral submissions that are incomplete or do not adhere to the procedures outlined in these Program ToS will be considered invalid Referral Submissions and will not earn Fees hereunder or be processed for payment. Please note that all Referral Submissions are conditionally accepted and not fully confirmed until approved by a member of the WeWork Finance team.

In the event that we receive more than one Referral Submission for a Potential Referee, we will honor the submission we receive earliest, unless an exclusive agreement exists between the Potential Referee and a broker, and such broker (i) submits a Qualified Referral pursuant to WeWork Broker Partnership Program prior to the date the Potential Referee signs an agreement for a Qualified WeWork Membership, or (ii) notifies WeWork of such exclusive agreement prior to the date the Potential Referee signs an agreement for a Qualified WeWork Membership and actively represents the Potential Referee in connection with entering into an agreement for a Qualified WeWork Membership.

Notwithstanding the above, WeWork shall retain, at all times, the right to decide in its sole discretion whether or not to pursue any Potential Referee introduced by a Referrer.

WeWork’s Contact with a Potential Referee

Following a Referral Submission, WeWork will contact the Potential Referee confirming receipt of the Referral Submission.

The Potential Referee will have the opportunity to confirm that consent has been received for leveraging the Referral link.

IV. FEES, BENEFITS & PAYMENT

Fees and Benefits

Subject to these Program ToS, for each Qualified Referral, Referrers shall be eligible for the Fees and the Qualified Referrals, for the New Member Benefit set forth below. WeWork reserves the right to determine eligibility for Referrer Fees and other benefits hereunder.

Dedicated Space

	Referrer Receives (USD)*
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# of Desks	New Member Benefit	USC/EMEA**, Singapore, Australia, New Zealand, Japan	Exception Markets***
1-9	1 bonus free month on commitment equal to 12 months or more*	\$500	\$250
10-49		\$1,000	\$500
50+		\$2,500	\$1,250

WeWork All Access Memberships

		Referrer Receives (USD)*	
# of Passes	New Member Benefit	USC/EMEA**, Singapore, Australia, New Zealand, Japan	Exception Markets***
1-9	1 bonus free month on commitment equal to 12 months or more*	\$250	\$125
10-49		\$500	\$250
50+		\$1,250	\$625

*To qualify for 1 free month under the Referral Program, a Qualified Referral must enter into a Qualified WeWork Membership with a Commitment Term that is at least twelve (12) months or more. This benefit is limited to a maximum of 1 free month and excludes the following markets for WeWork All Access: Cambridge (UK), Dubai, Dublin, Edinburgh, Milan, and UAE.

** “EMEA” is defined as the United Kingdom, Ireland, Germany, France, Belgium, Czech Republic, UAE, Spain, Netherlands, Italy, Norway, Portugal and Sweden.

***Fees for Qualified Referrals that enter into an agreement for a Qualified WeWork Membership in Exception Markets will be subject to 50% reduction in Fees as reflected in the above chart. “Exception Markets” are defined as Israel, Poland, Peru, Mexico, Colombia, Chile, Brazil, Argentina, Indonesia, Malaysia, South Korea, Philippines, Thailand, and Vietnam.

+ Fees are conditioned on the Qualified Referral remaining in its Qualified WeWork Membership for at least ninety (90) days.

Qualified Referral Gets (* above)

Qualified Referral will be eligible for 1 month free on a commitment term of twelve (12) months or more. Any free additional month will be added to the end of the Qualified Referral's committed term.

Referrer Receives (+ above)

Provided that a Qualified Referral maintains its Qualified WeWork Membership for at least ninety (90) days, a Referrer will be entitled to a Fee based on the number of desks or WeWork All Access passes the Qualified Referral takes pursuant to its membership agreements, as set forth in the charts above.

Vendor Registration

For applicable locations, which excludes Japan, prior to receiving any payment, the Referrer will be required to comply with WeWork's Standard Vendor Registration process as a "New Vendor". Japan has a different process and a representative will contact you once your referral's has been submitted.

For the applicable locations, once the requirements for Fees eligibility are met, the Referrer will receive an email from vendormanagement@wework.com with details to register as a New Vendor in WeWork's third party hosted vendor portal, Apex Analytix.

If the Referrer does not complete a registration within Apex Analytix, WeWork may withhold payments from the Referrer and will not be responsible for the payment of any Fees until such vendor registration is complete. The Referrer will not be eligible to receive any Fees for a Qualified Referral if such Referrer fails to complete the vendor onboarding process within twelve (12) months of the date of the original invitation to register.

In addition to the above, to be eligible for Fees, the Referrer must provide WeWork with valid bank account information. Failure to provide bank information and to keep such information up-to-date may result in the delay or forfeiture of Fees for which WeWork will not be responsible. You represent and warrant that all information you provide to us, including, without limitation, your contact, tax and bank account information, is complete, accurate, and up-to-date. You will have the opportunity to edit your information at any time by logging into your account within Apex Analytix.

Invoicing and Payment

The invoicing process is dependent upon the location of the Qualified WeWork Membership. If the Qualified Referral enters into a Qualified WeWork Membership in Argentina, Australia, Belgium, Brazil, Chile, Colombia, Costa Rica, Czech Republic, France, Germany, Indonesia, Ireland, Israel, Japan, Malaysia, Mexico, Norway, Netherlands, Philippines, Peru, Poland, Portugal, Spain, Singapore, South Africa, South Korea, Sweden, Thailand, and Vietnam, United Arab Emirates, and United Kingdom, the

payment will follow the invoice required process described below. For all other locations, the payment will follow the self billing process described below. The Referrer will incur all transactional and tax withholdings and any other taxes associated with each transaction pursuant to the tax authority requirements of the transmitting country. If not included above, the payment process will be completed via the WeWork self-billing process, described below.

WeWork self-billing

By participating in the Referral Program, all Referrers hereby agree to WeWork's self-billing procedures as follows:

Prior to releasing payment, WeWork will issue a self-billing invoice for the Fees and will pay such invoice in accordance with the payment terms set forth herein. The self-billing invoices will use the name, address, tax details and bank account information provided within Apex. WeWork will not be responsible for any failures, delays or errors in payment due to incomplete, inaccurate or outdated information. By agreeing to these Program ToS, you accept that WeWork will pay Fees automatically using the banking information you provided. Except as otherwise set forth herein, provided WeWork has received the Referrer's accurate and complete bank account information, and subject to these Program ToS, WeWork shall pay the applicable Fees due on the later of i) thirty (30) days from the Fee qualification date, or ii) thirty (30) days from the Referrer completing the vendor registration and receiving approval confirmation from Vendor Vetting.

Invoice required process

If listed as an invoice required country above, WeWork will email the Referrer the information required for the Referrer to issue a legal invoice to WeWork for payment. All invoices will be required to be sent to the Accounts Payable address listed on the instructions for payment no later than **ninety (90) days** after the invoice instructions have been sent. **Failure to provide a legal invoice within this timeframe or that meets local requirements will result in forfeiture of the Fees.** WeWork shall pay the applicable Fees due within thirty (30) days of receipt of an accurate, legal invoice.

Payment Disputes

All disputes regarding Fees or any other payment amounts must be communicated in writing to referrals@wework.com. You must communicate the dispute within five (5) business days of receipt of payment, and failure to do so shall act as a waiver of any disputes related to the amounts described therein.

Overpayments to Referrer

In the event you are paid more than your entitled Fees, whether as a result of calculation errors, unaccounted-for Deductions, or for any other reason, you shall

promptly repay WeWork such overpaid amounts, as determined by WeWork. If you fail to promptly return such overpaid amounts, WeWork may offset such amounts from future payments to you, and you may be suspended or disqualified from the Referral Program, in WeWork's sole discretion. The foregoing shall be in addition to all rights and remedies WeWork may seek in equity or at law.

V. DISQUALIFICATIONS

A Referrer may be disqualified from the Referral Program for reasons including, but not limited to:

- Submitting false leads;
- Providing incorrect information;
- Misrepresenting that Referrer has a relationship with a Potential Referee;
- Referring a person or entity that is specifically excluded from being a Qualified Referral under these Program ToS;
- Participating in or having any involvement in criminal or fraudulent activities; or
- Failing to comply with or breaching these Program ToS.

A disqualified Referrer is not eligible to participate in the Referral Program and shall not be entitled to Fees or other benefits hereunder, unless WeWork specifically revokes such disqualification in its sole discretion. All disqualifications are determined in WeWork's sole discretion. In addition to being disqualified from the Referral Program, WeWork may seek all rights and remedies available in equity or at law.

VI. GENERAL TERMS AND CONDITIONS

Warranty Disclaimer

WEWORK MAKES NO WARRANTIES TO REFERRER OR ANY POTENTIAL MEMBER, EXPRESS OR IMPLIED, AND HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE.

Indemnification

You will defend, indemnify, and hold harmless the WeWork Parties from and against any claim, cause of action, demand, suit, proceeding, damages, liabilities, loss, or costs, including without limitation, reasonable attorney fees, made or brought against the WeWork Parties arising out of (a) your participation in the Referral Program, (b) any breaches of your representations, warranties, or obligations hereunder, or (c) the negligence or willful misconduct of you or your employees, representatives or agents. WeWork will notify Referrer of any claims as soon as reasonably practicable.

Limitation of Liability

WEWORK WILL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THESE PROGRAM TOS OR OTHERWISE RELATED TO THE REFERRAL PROGRAM OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA, OR USE. WEWORK'S LIABILITY SHALL NOT EXCEED THE FEES PAYABLE BY WEWORK TO REFERRER FOR AN APPLICABLE REFERRAL DURING THE 6 MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

Modification, Suspension, or Termination and Disqualification

WeWork reserves the right to amend or update the Referral Program and these Program ToS at any time without prior notice. Upon thirty (30) days' written notice, or immediately upon notice in the case of an emergency, WeWork may, at its option, suspend or terminate the Referral Program and these Program ToS, whether worldwide or in any locations or geographic areas, as determined in WeWork's sole discretion.

Upon any suspension or termination of the Referral Program, or the disqualification of a Referral pursuant to these Program ToS, (i) Referrer shall immediately cease all promotion of WeWork and WeWork's products and services, and shall immediately return to WeWork, or at WeWork's option, destroy, all materials provided by WeWork hereunder, including any Confidential Information, as defined herein; (ii) WeWork may market, sell or provide products or services to any third party, without obligation to pay Referrer any Fees; and (iii) except in the event of a disqualification for Referrer's breach, WeWork will pay applicable Fees for membership agreements which were executed prior to termination or suspension of the Referral Program, in accordance with these Program ToS. Notwithstanding any suspension or termination of the Referral Program or these Program ToS, or any disqualification of a Referrer, the following Sections, and any terms that by their nature would be expected to survive, shall survive and remain in effect: Overpayment to Referrer, Payment Terms (to the

extent any payment obligations remain outstanding), and all General Terms. Any suspension or termination of the Referral Program or these Program ToS shall be without prejudice to any other rights or remedies available under these Program ToS, in equity or at law.

Disputes (US Based)

Governing Law. If, as part of the applicable Referral Submission, the Qualified Referral's Qualified WeWork Membership is US Based, as defined herein, these Program ToS and any dispute arising out of these Program ToS (including any non-contractual disputes) will be governed by and interpreted according to the laws of the State of New York, U.S.A. and the United States without regard to conflicts of law provisions or principles thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

Arbitration Agreement. If, as part of the applicable Referral Submission, the Qualified Referral's Qualified WeWork Membership is US Based, except that either party may seek equitable or similar relief from any court of competent jurisdiction, any dispute, controversy or claim arising out of or in relation to these Program ToS, or at law, or the breach, termination or invalidity of these Program ToS, that cannot be settled amicably by agreement of the parties, shall be finally settled in accordance with the arbitration rules of JAMS then-in-force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be New York, New York, U.S.A. This arbitration agreement will survive the termination of your relationship with WeWork.

The proceedings shall be confidential and in English. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under this section, 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. These Program ToS shall be interpreted and construed in the English language, which is the language of the official text of these Program ToS.

In any circumstances where the foregoing arbitration agreement permits either you or WeWork to litigate any dispute arising out of or relating to the subject matter of these Program ToS in court, then the foregoing arbitration agreement will not apply to either party, and both you and WeWork agree that any judicial proceeding (other than small claims actions or actions for injunctive relief) will be brought in the state or federal courts located in New York, New York.

Class Action Waiver. IF, AS PART OF THE APPLICABLE REFERRAL SUBMISSION, A QUALIFIED REFERRAL'S QUALIFIED WEWORK MEMBERSHIP IS US BASED, ALL CLAIMS AND DISPUTES

SUBJECT TO THIS ARBITRATION AGREEMENT SECTION MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE REFERRER OR OTHER REFERRAL PROGRAM PARTICIPANT(S) CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER REFERRER OR REFERRAL PROGRAM PARTICIPANT(S). If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor WeWork is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in the paragraph immediately below. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Class Action Waiver section will be null and void.

Disputes (Non-US Based)

Governing Law. If, as part of the applicable Referral Submission, the Qualified Referral's Qualified WeWork Membership is Non-US Based, as defined herein, these rules and any dispute arising out of these rules (including any non-contractual disputes) will be governed by and interpreted according to the law of England and Wales but without regard to its conflicts of law provisions or principles thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

Arbitration Agreement. If, as part of the applicable Referral Submission, the Qualified Referral's Qualified WeWork Membership is Non-US Based, any dispute, controversy or claim arising out of or in relation to these Program ToS, or at law, or the breach, termination or invalidity of this Agreement, that cannot be settled amicably by agreement of the parties to these Program ToS shall be finally settled in accordance with the International Chamber of Commerce commercial arbitration rules then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be London, England. The proceedings shall be confidential and in English. The award rendered shall be final and binding on both parties. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under these Program ToS, 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. These Program ToS shall be interpreted and construed in the English language, which is the language of the official text of these Program ToS. This arbitration agreement will survive the termination of your relationship with WeWork.

Class/Group Action Waiver. If, as part of the applicable Referral Submission, the Qualified Referral's Qualified WeWork Membership is Non-US Based, 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 or group 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 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 we are a party to the proceeding. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS OR GROUP REPRESENTATIVE OR CLASS OR GROUP MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. If the prohibition against class or group actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in the Class/Group Action Waiver section, above will be null and void.

Confidentiality

For purposes of these Program ToS, "Confidential Information" shall mean all commercial, marketing, technical, operational, financial, staff, management, and other non-public information, data, and know-how regarding WeWork or any of its affiliates, and any documents, notes, memoranda or other information prepared by or on behalf of WeWork or any of its affiliates, whether in writing or in any other tangible form, which may be supplied to or otherwise come into Referrer's possession, which is or would reasonably be considered confidential in nature, or is deemed confidential by WeWork or any of its affiliates. Confidential Information shall not include information which, (i) is known to the general public through no act or omission of Referrer, (ii) is within the legitimate possession of Referrer without obligation of confidentiality prior to disclosure, (iii) is lawfully received by Referrer from a third party having rights therein without notice of any confidentiality obligations or restrictions against its further disclosure, provided that Referrer identifies such third party upon WeWork's request, (iv) is independently developed by Referrer, or (v) is disclosed by Referrer with WeWork's prior written consent. Confidential Information specifically includes all information related to a Potential Member's or Qualified Referral's Qualified WeWork Membership agreement(s) with WeWork, including but not limited to, the actual or proposed pricing and other terms thereof.

Referrer shall use the Confidential Information only in connection with these Program ToS, unless otherwise authorized, instructed or agreed in writing by WeWork. Referrer shall use best efforts to disclose Confidential Information only to Referrer's representatives, employees, agents, or Potential Members who need to know such information in connection with these Program ToS, and Referrer shall inform each such representative, employee, agent, or Potential Member of these confidentiality obligations and ensure that such parties abide by the confidentiality obligations set forth herein. Referrer shall be solely responsible for any breach of these confidentiality obligations by any of its representatives, employees, agents, or Potential Members.

Referrer shall treat all Confidential Information as strictly confidential, and will not, either directly or indirectly, use, communicate, or otherwise disseminate any Confidential Information to any person or entity for any purpose not permitted hereunder. Referrer shall not produce or reproduce parts or components, in any form, incorporating Confidential Information, whether for itself or for a third party, for purposes or uses other than those permitted hereunder or as otherwise expressly permitted by WeWork in writing.

In addition to the confidentiality obligations set forth above, you may also be required to sign a non-disclosure agreement as a condition to WeWork's disclosure of certain Confidential Information to you.

WeWork Trademark and Materials

Referrer shall not distribute any materials about WeWork or its products or services unless and until such materials have been approved in writing by WeWork, and once approved, may only be used in the form and manner approved by WeWork. Subject to the Program ToS, WeWork hereby grants Referrer a revocable, non-exclusive, non-transferable, royalty-free license during your participation in the Referral Program to use WeWork's logos or trademarks ("WeWork Marks") solely (a) for the purpose of promoting, advertising, and marketing WeWork's products and services in accordance with these Program ToS and (b) in the forms authorized by WeWork and in compliance with WeWork's trademark guidelines as provided by WeWork and as may be updated by WeWork from time to time. All uses of WeWork's trademarks and logos shall be subject to WeWork's prior written approval in each instance.

Referrer may not use the WeWork Marks in any way that disparages or tarnishes WeWork or its business. WeWork may inspect any materials or content that contain any WeWork Marks, and upon the request of WeWork, Referrer shall immediately remove all such materials that are unacceptable to WeWork (in WeWork's sole discretion) or modify all such materials to become acceptable to WeWork. Nothing contained in these rules shall be construed to vest in Referrer any right, title, or interest in or to the WeWork Marks or in the goodwill now or hereafter associated therewith, and all goodwill generated from Referrer's use of the WeWork Marks shall inure to the sole and exclusive benefit of WeWork. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, and no other use is permitted.

Transfer of Personal Information

By participating in the Referral Program, you consent that:

- if either you or your Qualified Referral is US Based, we may also transfer the personal information collected by us and make it available to our personnel,

advisors, professionals, subcontractors, independent consultants, external third-party service providers, and our affiliates for the foregoing purposes. Some of these transferees may not be located in your country, and therefore your information may be transferred to countries that may or may not guarantee a level of privacy and data protection that is equivalent to the level of privacy and data protection set by the laws in your country;

- if either you or your Qualified Referral is Non-US Based, we may also transfer the personal information collected by us and make it available to our personnel, advisors, professionals, subcontractors, independent consultants, external third-party services providers and our affiliates for the foregoing purposes. We may transfer, and you consent to such transfer, of your personal data to members of our group based in the United States.

Sanctions, Anti-Money Laundering and Anti-Corruption

Referrer hereby represents and warrants that:

- (a) During the term of these Program ToS, Referrer and Referrer's company's directors, officers, employees, agents, subcontractors, representatives or anyone acting on Referrer's behalf (each a **"Referrer Party"**, together **"Referrer Parties"**) will comply with all applicable U.S. and non-U.S. economic sanctions and export control laws and regulations, including but not limited to the economic sanctions regulations implemented under statutory authority and/or Executive Orders and administered by the U.S. Treasury Department's Office of Foreign Assets Control (**"OFAC"**) (31 C.F.R. Part 500 et seq.), the U.S. Commerce Department's Export Administration Regulations (15 C.F.R. Part 730 et seq.), the economic sanctions rules and regulations of the European Council, United Kingdom, and EU Member States, and EU's Dual-use Regulation 428/2009 (collectively, **"Trade Control Laws"**).
- (b) Neither Referrer, nor Referrer's company's subsidiaries, affiliates, directors or officers is (a) a citizen or resident of, an entity organized under the laws of, or otherwise located in, a country subject to comprehensive territorial sanctions maintained by OFAC (hereinafter referred to as **"Sanctioned Countries"**), (b) identified on U.S. Government restricted party lists including the Specially Designated Nationals List and Foreign Sanctions Evaders List administered by OFAC; the Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department Bureau of Industry and Security; or the List of Statutorily Debarred Parties maintained by the U.S. State Department Directorate of Defense Trade Controls, (c) a listed person or entity on the Consolidated List of persons and entities subject to asset-freezing measures or other sanctions maintained by the European Union, and by the Member States of the European Union, (d) or a person or entity subject to asset-freezing measures or other sanctions maintained by the United Kingdom's HM Treasury (collectively

referred to herein as "**Restricted Parties**").

- (c) Neither Referrer nor Referrer's company's members, subsidiaries and/or affiliates are 50% or more owned, individually or in the aggregate, directly or indirectly by one or more Restricted Parties or otherwise controlled by Restricted Parties.
- (d) Less than 10% of Referrer's or Referrer's company's total annual revenues are, and will continue to be for the duration of the Referral Program, generated from activities involving, directly or indirectly, one or more of the Sanctioned Countries.
- (e) Neither Referrer nor any Referrer Parties will, at any time during Referrer's participation in the Referral Program, engage in any activity under these Program ToS that violates applicable Trade Control Laws or causes WeWork to be in violation of Trade Control Laws.

Referrer hereby represents and warrants that at all times Referrer has conducted and will conduct its 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 Referrer will use to comply with its payment obligations under these Program ToS, if any, will be derived from legal sources, pursuant to the provisions of Anti-Money Laundering Laws. Referrer will provide WeWork with all information and documents that WeWork from time to time may request in order to comply with all Anti-Money Laundering Laws.

Neither Referrer nor any Referrer Party, (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 WeWork 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. For purposes of 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.

Reservation of Rights; Ownership

WeWork reserves the right in its sole discretion to make any determination under these Program ToS, including, without limitation, the determination of eligibility of a Referrer, Referral Submission, or Qualified Referral, and the amount and payment of any Fees. If WeWork determines, in its sole discretion, that you have violated these Program ToS, you may not be eligible for the Fees, and WeWork reserves the right to disqualify you from the Referral Program in addition to seeking any rights and remedies it may be entitled to in equity or at law. As between the parties, WeWork owns all right, title, and interest in and to WeWork's products and services and all materials provided by WeWork to Referrers hereunder and reserves all rights not expressly granted hereunder. Nothing in these Program ToS grants you or any other party any right, title, or license to use any of WeWork's trademark or other intellectual property rights except as expressly set forth herein.

Assignment

These Program ToS and the rights and obligations herein may not be assigned or transferred, in whole or in part, by Referrer without the prior written consent of WeWork. Any assignment in violation of this provision is void and without effect. WeWork may transfer these Program ToS to any third party without Referrer's consent. In the case of any permitted assignment under these Program ToS, these Program ToS or the relevant provisions shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

Contracting Party

Who "WeWork" is for the purposes of these Program ToS will depend on where a Qualified Referral's Qualified WeWork Membership is located: (i) if the Qualified WeWork Membership is in the United States ("**US Based**") we are WeWork Management LLC, and (ii) (x) if the Qualified WeWork Membership is outside of the United States, we are WeWork International Limited ("**Non-US Based**"). The relevant entity that you enter into this agreement with is known in these Program ToS as "we," "our" or "us".

Relationship of the Parties

The parties hereto shall each be independent contractors in the performance of their obligations under these Program ToS, and nothing contained herein shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Nothing in these Program ToS shall be construed as limiting in any manner WeWork's marketing and distribution activities, or its appointment of agents or representatives of any kind.

Communications from WeWork to Referrer

The WeWork Finance team shall be responsible for all final determinations regarding Referral Submissions, Qualified Referrals, Fees, and all other aspects of eligibility under these Program ToS. All binding communications relating to Referral Submissions, Qualified Referrals, Fees, or any other aspect of the Referral Program shall come from the WeWork Finance team. While you may receive unofficial contact from other WeWork departments regarding the Referral Program (or other portion thereof), such communication shall be considered advisory only, may not be correct or current, and shall not be binding or effective under these Program ToS. Any questions or concerns regarding these Program ToS and the Referral Program should be addressed to the WeWork Growth Partnerships team at **referrals@wework.com**.

By accepting these Program ToS, you also consent to receive transactional and marketing related email communications from WeWork in relation to your Qualified Referral as well as relevant promotions. You may unsubscribe from these email correspondences by selecting the “Unsubscribe” link and following the corresponding steps.

Miscellaneous

In no event shall you make any representation, guarantee or warranty concerning WeWork, any WeWork products or services, or any of the terms or conditions of any WeWork membership agreement, except as expressly authorized in writing by us. Referrer shall not promote this Referral Program or the Program ToS without the prior written consent of WeWork. Notices under these rules shall be sufficient only if in writing and sent by confirmed email to **referrals@wework.com**, in the case of WeWork, or the email address WeWork has on file, in the case of Referrer. Headings and captions used in these rules are for convenience only and are not to be used in the interpretation of these Program ToS. If any provision of these Program ToS is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that these Program ToS otherwise remain in full force and effect and enforceable. These Program ToS constitute the entire agreement between the parties relating to the subject matter hereof and supersede all proposals, letters of intent, memoranda of understanding, or discussions, whether written or oral, relating to the subject matter of these Program ToS and all past dealing or industry custom. In the event of any conflict between these Program ToS and the terms of any other agreement between the parties, the terms of these Program ToS shall govern and control. No provision of right or privilege under these Program ToS shall be deemed waived unless such waiver is in writing and executed by both parties. No waiver by any party of any breach or default of any provision of these Program ToS by the other party shall be effective as to any other breach or default, whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to the date of such waiver. These Program ToS may only be modified by an instrument in writing executed by WeWork.

Questions? Reach out to Partnership Operations at [**referrals@wework.com**](mailto:referrals@wework.com).

DEFINED TERMS

“Anti-Money Laundering Laws” shall have the meaning set forth in Section VI.

“Confidential Information” shall have the meaning set forth in Section VI.

“Dedicated Space” means space held by WeWork and licensed to a member, which space is an assigned desk(s), office suite, private office, or space provided under the HQ by WeWork or Lab Memberships product lines. Dedicated Space does NOT include: We Memberships, Hot Desk memberships, or Made by We memberships.

“Deductions” shall have the meaning set forth in Section IV.

“Referrer” or “you” means a Referrer that is a WeWork member eligible to participate in the Referral Program set forth in Section I..

“Fees” means compensation owed from WeWork to a Referrer pursuant to the Referral Program, as further described in Section IV.

“JAMS” means the arbitration entity formerly known as Judicial Arbitration and Mediation Services, Inc.

“Non-US Based” means located or primarily based outside the United States.

“OFAC” means the United States Office of Foreign Assets Control.

“Potential Referee” means an individual or entity that has been introduced to WeWork by a Referrer by way of a Referral Submission but has not been confirmed as Qualified Referral, as more specifically described in Section III.

“Program ToS” means the rules, terms and conditions of the Referral Program, as set forth in this document.

“Qualified Referral” shall have the meaning set forth in Section II.

“Qualified WeWork Membership” shall have the meaning set forth in Section II.

“Referral Program” means the WeWork member Referral Program.

“Referral Submission” means an introduction of Potential Referee to WeWork by a Referrer made pursuant to these Rules, as further described in Section III.

“Referral Website” means wework.com/refer

“Referrer Party(ies)” means Referrer and Referrer’s employer’s or company’s directors, officers, employees, agents, subcontractors, representatives or anyone acting on Referrer’s behalf.

“Restricted Parties” shall have the meaning set forth in Section VI. **“Sanctioned Countries”** shall have the meaning set forth in Section VI. **“Trade Control Laws”** shall have the meaning set forth in Section VI. **“US Based”** means located or primarily based in the United States. **“WeWork”** shall have the meaning set forth in Section VI.

“WeWork All Access” means a membership agreement for the WeWork All Access product.

“WeWork Marks” means WeWork’s logos or trademarks.

“WeWork Parties” means WeWork and its affiliates, and each entity’s directors, employees, officers, agents, and representatives.