

BROKER PARTNERSHIP PROGRAM TERMS OF SERVICE- UNITED STATES AND CANADA

These additional terms apply to transactions for Dedicated Space (which includes WeWork All Access memberships, per the definition set forth in the Broker ToS) located in the United States and Canada (“**USC**”) only. For the complete terms of service, including terms applicable to transactions for Dedicated Space in other locations, please see our Broker Partnership Program Terms of Service, linked [here](#).

Dedicated Space Definition

For transactions in USC only, the defined term “Dedicated Space” shall also include the “part-time office” product.

Fees

For transactions for Dedicated Space located in USC, subject to these Local Terms and the Broker ToS, WeWork will pay Brokers a Fee for Referrals in accordance with the Fee structure in the tables below, subject to the applicable fee cap set forth herein. WeWork will determine eligibility for Fees in its sole discretion.

For clarity, in the event a transaction includes multiple deal aspects, e.g., is both a Renewal of an existing membership agreement and an Expansion for additional desks resulting in net new revenue, pursuant to the definition in the Broker TOS, the compensation for each portion of the deal will be calculated separately based on the commission rates set forth in the charts herein.

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Fees for transactions for Dedicated Space that is NOT WeWork All Access Memberships

Deal Type	Fee
New Business, Transfers¹, and Expansions² (for membership agreements with a commitment term)	<ul style="list-style-type: none"> • Ten percent (10%) of the net Membership Fees for months 1-12; and • Five percent (5%) of the net Membership Fees for months 13-24; and • Two and one-half percent (2.5%) of the net Membership Fees for months 25-36
Renewals⁺ (for membership agreements with a commitment term)	Five percent (5%) of the Total Contract Value
Month-to-Month (for membership agreements with no set commitment term)	<ul style="list-style-type: none"> • Dedicated Space, excluding part-time offices: Ten percent (10%) of the monthly Membership Fee for the first month of the membership but ONLY if such month-to-month deal is the first deal for Dedicated Space in the applicable market.** • Part-time offices, only: Ten percent (10%) of the monthly Membership Fee for the first 12 months of the deal, but ONLY if such month-to-month deal is the first deal for Dedicated Space in the applicable market.**

*See section on **Relocation within the Same Market**, below.

See section on **No Fees for Additional Month-to-Month Deals in Same Market, below.

¹ Notwithstanding anything in these Broker ToS, Fees for Transfers shall be calculated from the applicable contract amount *less* any net contract value remaining on the membership agreement(s) then in-existence and which are part of the Transfer arrangement.

² Notwithstanding anything in these Broker ToS, Fees for Expansions shall be calculated on the portion of the Membership Fees applicable to the expansion transaction, only. If the Expansion occurs as part of a Renewal of the existing Dedicated Space, the renewal portion of the transaction for the existing Dedicated Space shall be treated as a Renewal, and the additional Dedicated Space portion of the transaction shall be treated as an Expansion.

Fees for transactions for WeWork All Access Memberships

Deal Type	Fee
New Business and Expansions² (for membership agreements with a commitment term)	Ten percent (10%) of the Total Contract Value ⁺
Renewals (for membership agreements with a commitment term)	Three percent (3%) of the Total Contract Value ⁺
Month-to-Month (for membership agreements with no set commitment term)	Ten percent (10%) of the total monthly Membership Fee*, for the first month of the membership ONLY if such month-to-month deal is the first deal for Dedicated Space in the applicable market.**

⁺For **WeWork All Access Dynamic**, Fees are calculated based on the “Total Monthly Membership Fee” set forth in the agreement, up to any early termination options. For **WeWork All Access Pay-Per-Use**, Fees are calculated based on actual pay-per-use credit fees paid to WeWork each month, and payments are made one month in arrears.

^{*}For **WeWork All Access Dynamic**, Fees are calculated based on the “Total Monthly Membership Fee” set forth in the agreement. For **WeWork All Access Pay-Per-Use**, Fees are calculated based on actual pay-per-use credit fees paid to WeWork each month.

^{**} See section on **No Fees for Additional Month-to-Month Deals in Same Market**, below.

Fees for transactions for WeWork Workplace Memberships

Deal Type	Fee
New Business	Ten percent (10%) of the total subscription fee set forth in the initial order form

Relocation within the Same Market

Notwithstanding anything else in these Local Terms or the Broker ToS, if a Referred Entity relocates their membership from one WeWork location to another in the same market, and such relocation is not otherwise a “Transfer” pursuant to the definition set forth in the Broker ToS, such membership shall be treated as a Renewal, and not New Business.

No Fees for Additional Month-to-Month Deals in Same Market

Notwithstanding anything else in these Local Terms or the Broker ToS, Broker only shall be entitled to Fees on a month-to-month deal if such deal is the first deal for Dedicated Space in the applicable market. Stated differently, if the Referred Entity already has Dedicated Space (including WeWork All Access memberships) in the applicable market, Broker shall NOT be entitled to any Fees on month-to-month deals in the same market.

Fee Cap

Notwithstanding anything else in these Local Terms or the Broker ToS, for membership agreements with a commitment term, the total Fees owed to Broker shall be capped at the Fee amount due for the first three (3) years of the applicable membership agreement, including periods after an early termination option. For clarity, for new membership agreement transactions (whether such transaction is a New Business transaction, Renewal transaction, etc.), each such transaction shall be subject to its own discrete cap.³

Payment Timing

Notwithstanding anything else in the Broker TOS, for Referrals for Dedicated Space (which includes WeWork All Access memberships, the definition set forth in the Broker ToS) located in the United States or Canada, WeWork shall pay the applicable fees due on the later of:

- (a) Sixty (60) days from WeWork’s receipt of Broker’s bank information;
- (b) Thirty (30) days from WeWork’s receipt of an invoice from Broker, provided such invoice complies with WeWork’s invoicing instructions (see Invoicing section in [Broker ToS](#) for more details);
- (c) in the case of a waiver or passage without exercise of a contractual early termination option, the start date of the portion of the commitment term after the early termination option; or

³ For example: (1) if a member signs an agreement for 4 years, the New Business transaction fees are capped at the first three (3) years of the contract; if the member later renews, the Renewal transaction is eligible for up to three (3) years of fees; and (2), if a membership agreement has a commitment term of 5 years and an early termination option at the end of year 2, Fees for such deal shall be capped at the amounts due for the first 3 years of the agreement—2 years of the original commitment term and 1 year after the first early termination option (provided the member does not exercise the early termination option).

(d) Thirty (30) days from WeWork's receipt of the applicable service retainer from the Referred Entity pursuant to the membership agreement.

As set forth in the Broker ToS, Broker must provide an invoice to WeWork no later than ninety (90) days after the invoice instructions have been sent, which shall be paid according to the applicable payment terms for that transaction. Invoices that do not follow or complete the required instructions cannot be processed for payment. Failure to provide a legal invoice within this timeframe or that meets local requirements will result in forfeiture of the Fees.

General

These terms (the "**Local Terms**") modify the WeWork Broker Partnership Program Terms of Service (the "**Broker ToS**") as they apply to transactions for Dedicated Space located in the above-referenced locations. Except as otherwise defined herein, all capitalized terms used herein shall have the meaning ascribed to them in the Broker TOS. Except as modified by these Local Terms, all terms and conditions of the WeWork Broker ToS shall remain in full force and effect. In the event of conflict between these Local Terms and the Broker TOS, these Local Terms shall govern and control to the extent of such conflict. In the event one or more of the provisions of these Local Terms should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of these Local Terms or the Broker TOS.