

# BROKER PARTNERSHIP PROGRAM TERMS OF SERVICE

These Broker Partnership Program Terms of Service shall apply to transactions for Dedicated Space in all locations, except locations listed below. Applicable terms/points of contact for referrals to other locations (if available) are set forth here:

- **China:** Applicable terms available [here](#), or by contacting [chinareferralpayments@wework.com](mailto:chinareferralpayments@wework.com).
- **India:** For applicable terms, please contact [indiabrokers@wework.co.in](mailto:indiabrokers@wework.co.in).

Subject to the terms and conditions provided herein (the “**Broker ToS**”), WeWork will compensate eligible Brokers for each qualified member introduction that leads to the execution or acceptance of a WeWork membership agreement. More details about WeWork’s Broker Partnership Program (“**Broker Partnership Program**”) are set forth below. Acceptance of the Broker ToS is required in order for you to be eligible to receive a commission (“**Fees**”) for a Referral. For ease of reference, defined terms are set out at the end of these Broker ToS.

## I. ELIGIBLE BROKERS

To be eligible to participate in the Broker Partnership Program, you must be either: (a) a person or entity who acts as an agent on behalf of individuals or entities interested in commercial real estate (“**Client(s)**”); or (b) a qualified web broker that has entered into an agreement with WeWork to advertise WeWork spaces (subsections (a) and (b), individually or collectively defined as “**Broker**” or “**you**”). In either case, you must be licensed as necessary to perform your obligations as an agent to your Clients in the applicable jurisdiction.

By registering for the Broker Partnership Program, sending us a Submission (defined below) or otherwise participating in the program as a Broker in any way, you represent and warrant that:

- you have the right to act on behalf of the brokerage firm or any Client represented;
- all information provided to WeWork and to your Clients in connection with the Broker Partnership Program is correct, complete and up-to-date and, in the event any applicable information changes, it is your obligation to update such information;
- you have all necessary right and authorization to enter into and perform under these Broker ToS;

- you shall not 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; and
- you will perform any services contemplated hereunder in a professional and workmanlike manner and in compliance with all applicable laws, obligations, rules, and regulations.

We will process your information in accordance with our Global Privacy Policy located at: <https://www.wework.com/legal/privacy>, and you hereby consent to the terms and conditions provided therein.

## II. QUALIFIED INTRODUCTION

Subject to these Broker ToS, Brokers may receive Fees when they introduce Clients to WeWork and Actively Represent such Clients in the process of entering into agreements for Dedicated Space with WeWork, as further described below.

When a Broker introduces a specific Client to WeWork by way of a Submission, the entity becomes an “**Introduced Entity**”. For an Introduced Entity to be considered a qualified introduction for which Broker may receive Fees (such transaction, a “**Referral**”, and the entity then a “**Referred Entity**”), such Introduced Entity must:

- enter into a WeWork membership agreement with a right of access to Dedicated Space in a WeWork building no later than three (3) months from the date of the Introduced Entity’s most recent interaction with the WeWork sales team regarding the such Dedicated Space; and
- not be a subsidiary, affiliate, or entity under common control of either Broker or Broker’s firm or any entity in which Broker or Broker’s firm has or shares an interest or parent entity.

Furthermore, a Broker will only be eligible to receive Fees if such Broker (a) is engaged in the Active Representation of the Client in their search for commercial workspace solutions and their negotiation of a definitive agreement with WeWork; (b) promotes WeWork to the Client; and (c) engages in reasonable continuing assistance for the membership agreement between WeWork and the Introduced Entity. Active Representation is required regardless of the deal type (i.e., New Business, Renewal, Transfer, Expansion) and shall not be assumed for any pre-negotiated options for future deals and/or options included in a membership agreement.

You may be required to provide WeWork with a confirmation of your representation of Client, and we reserve the right to request confirmation of such arrangement from any Introduced Entity. WeWork shall be entitled to rely on the Introduced Entity’s response regarding a Broker’s

representation and to withhold Fees on that basis, if applicable. Additionally, an Introduced Entity will have the opportunity to inform us that (i) it is not looking for a WeWork membership and/or (ii) it has not given authorization to you in connection with the introduction. **If the Introduced Entity informs us that it has not given authorization to you, your Submission (as defined below) shall be null and void, you will not be eligible for Fees even if such Introduced Entity otherwise becomes a WeWork member, and you may be subject to further consequences, as set forth in these Broker ToS.**

### III. PROCESS

#### Submission

You may introduce a Client to WeWork for the Broker Partnership Program (each, a “**Submission**”) by (i) registering a profile at [www.wework.com/brokers](http://www.wework.com/brokers) and entering all required information under the “Introduce” tab on the website; (ii) emailing [brokers@wework.com](mailto:brokers@wework.com); or (iii) contacting a WeWork Sales or Broker Partnerships Team member, and in each case providing all of the following:

- your first and last name or the first and last name of the primary contact for the entity with which you are affiliated (e.g., your brokerage firm);
- the Client’s name and contact information, including a valid phone number and valid email address; and
- the Client’s location of interest.

You must complete a separate Submission for ***each Client per transaction and/or location*** pursuant to the Broker Partnership Program. **You will not receive credit for any other transaction unless you have completed and submitted a separate Submission identifying the applicable transaction.** WeWork will assume that you do **not** represent the Introduced Entity in transactions not specified by you in a Submission. Submissions that are incomplete or that do not adhere to the procedures outlined in these Broker ToS will not be recognized as valid by WeWork or the Broker Partnerships Team and will not be processed for payment. Please note that all Submissions are conditionally accepted and not fully confirmed until a member of the Broker Partnerships team and the Client (if applicable) approves and confirms your involvement in the Submission.

By agreeing to these Broker ToS, you hereby represent and warrant that you have obtained consent from the Introduced Entity to send the Introduced Entity’s contact information to WeWork in connection with your participation in the Broker Partnership Program, and you believe in good faith that the Introduced Entity desires to become a member of the WeWork community in the location named in your Submission. Further, to the extent required by

applicable law, you will inform the Introduced Entity of our privacy policy, available at <https://www.wework.com/legal/privacy>.

In the event that two (or more) entities are claiming ownership over the same Introduced Entity, WeWork shall have the right, in its sole discretion, to rely on the primary decision maker at the Introduced Entity to identify and confirm in writing the broker's involvement in the Referral.

### **WeWork's Contact with Introduced Entity**

Prior to the parties initiating negotiations, we will not contact the Introduced Entity unless you select the "I give WeWork permission to contact this client" option in the Broker portal upon completing a Submission, except as otherwise provided herein or due to extraordinary circumstances. As the acting Broker, you will be expected to handle communications between the WeWork Sales Team and the Introduced Entity (unless the Introduced Entity contacts the WeWork Sales Team directly) and you will be required to submit to WeWork a confirmation of your representation of the Introduced Entity.

### **Broker Contact Information; Submission and Referral Status**

You represent and warrant that all information you provide to us, including without limitation, your contact and bank account information, is complete, accurate, and up to date. You will have the opportunity to edit your contact and bank account information at any time, including during any Fee's payable lifecycle, as well as to check the status of pending, completed, and expired Submissions and Referrals, by logging into your referral portal account or by contacting [brokers@wework.com](mailto:brokers@wework.com).

### **Vendor Registration**

Upon completion of your first qualified Referral, prior to receiving any payment, you will be required to comply with and complete WeWork's Standard Vendor Registration process as a "New Vendor". If you have not completed all the vendor registration requirements by the time you are due to be paid any Fees, WeWork may withhold payments from you and will not be responsible for the payment of any Fees until such vendor registration is complete. You will not be eligible to receive any Fees for a Referred Entity if you fail to complete the vendor vetting process within twelve (12) months of the date of execution of that Referred Entity's **first** membership agreement.

## **IV. FEES AND PAYMENT**

### **Eligibility for Fees; Local Fees and Payments**

In order to be eligible for any Fees, Brokers must demonstrate (a) Active Representation of the Introduced Entity or Referred Entity in connection with such entity's New Business, Renewal, Expansion, or Month-to-Month deal, as the case may be<sup>1</sup>, and (b) that no other broker, individual, or other entity is claiming Fees from WeWork for the same Introduced Entity for the same location, which may be proven by an exclusive written agreement between Broker and the Introduced Entity and/or confirmation by the Introduced Entity.

For applicable terms based on the location of the transaction, including Fees and Payment Timing, please see the below links to our supplemental terms:

**United States and Canada ("USC")** -- For transactions for Dedicated Space located in USC, please see local terms [here](#).

**Europe, and the Middle East ("EMEA")** -- For transactions for Dedicated Space located in EMEA, please see local terms [here](#).

**Israel ("Israel")** -- For transactions for Dedicated Space located in Israel, please see local terms [here](#).

**Latin America ("LatAm")** -- For transactions for Dedicated Space located in the LatAm, excluding Costa Rica, please see local terms [here](#).

**Southeast Asia and Australia (the "Pacific Region")** -- For transactions for Dedicated Space located in the Pacific, please see local terms [here](#).

**Japan ("Japan")** -- For transactions for Dedicated Space located in Japan, please see local terms [here](#).

**South Africa ("South Africa")** -- For transactions for Dedicated Space located in South Africa, please see local terms [here](#).

**Costa Rica ("Costa Rica")** -- For transactions for Dedicated Space located in South Africa, please see local terms [here](#).

## Defined Terms related to Fee Calculations

**"Total Contract Value"** means the total committed Membership Fees during the member's commitment term up to any contractual early termination options, as set forth in the applicable membership details form or the fee schedule in the membership agreement, net of any

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<sup>1</sup> For clarity, a broker does not need to have been involved in the original New Business deal to qualify for Fees on a Renewal, Expansion, or Transfer.

discounts, less any net contract value remaining on the membership agreement(s) then-inexistence, if any, and shall not include any amounts related to custom configurations, design, or any additional services. Total Contract Value shall not include any annual fee escalation amounts unless such amounts are reflected in the applicable fee schedule.

A deal constitutes **“New Business”**<sup>2</sup> if a Referred Entity enters into a membership agreement with a commitment term for Dedicated Space in a building in which that Referred Entity has not previously entered into a membership agreement for Dedicated Space. For deals with contractual early termination options, the deal will be considered New Business and paid on New Business rates up through the first contractual early termination option, only; any portions of a term after a contractual early termination option shall be constitute a **“Renewal”** and paid at the applicable Renewal rates, as detailed below.

A deal constitutes an **“Expansion”** if a Referred Entity, which has an existing membership agreement with a commitment term for Dedicated Space, enters into an agreement with WeWork for additional Dedicated Space within the same building resulting in a net revenue growth for WeWork.

A deal constitutes a **“Renewal”** if a Referred Entity, which has an existing membership agreement for Dedicated Space with WeWork, either:

- (1) Waives or does not exercise a contractual early termination option pursuant to the terms of the membership agreement and continues their membership for an additional term after such contractual early termination option<sup>3</sup>; or
- (2) Enters into an agreement before the termination of the Referred Entity’s then-current membership term, (a) for a new commitment term and (b) pertaining to the same Dedicated Space set forth in the initial membership agreement.

A deal constitutes a **“Month-to-Month”**<sup>4</sup> arrangement if a Referred Entity signs an agreement for Dedicated Space that does not have a commitment term.

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<sup>2</sup> In the event a Renewal, Expansion, or Transfer occurs during the first 12 months of the Referred Entity’s membership, such Renewal, Expansion, or Transfer shall earn Fees at the applicable New Business rate until the Referred Entity’s 12th month of membership, and then receive the applicable Renewal, Transfer, or Expansion Fee rate for the remainder of the Renewal, Expansion, or Transfer term.

<sup>3</sup> If a Referred Entity exercises an early termination option, the Broker shall not be eligible for Fees that would have otherwise accrued after such termination.

<sup>4</sup> For clarity, Broker shall not be entitled to Fees on a membership agreement for any time period in which the agreement automatically rolls to a month-to-month arrangement after the expiration of a commitment term.

A deal constitutes a “**Transfer**” if a Referred Entity, which has an existing membership agreement with a commitment term for Dedicated Space with WeWork, breaks its existing membership agreement to move from one WeWork building to another within the same market.

Referrals of persons or entities that previously held, but no longer hold, Dedicated Space pursuant to a membership agreement with WeWork (“**Returning Member(s)**”), shall be treated as either a Renewal, Expansion, or Transfer, as applicable, except that if, as of the date of Submission, three (3) months or more have passed since the Returning Member’s move-out from their most recent WeWork space, such Returning Member shall be treated as New Business hereunder. The policy for Returning Members applies regardless of whether a Returning Member returns to the same or a different WeWork location.

## **Invoicing**

*Please note that any provisions herein pertaining to self-billing do not apply in certain countries, including, but not limited to: Argentina, Australia, Belgium, Brazil, Chile, Colombia, Czech Republic, France, Germany, Indonesia, Ireland, Israel, Japan, Malaysia, Mexico, Norway, Netherlands, Philippines, Peru, Poland, Portugal, , Spain, Singapore, South Korea, Sweden, Thailand, Vietnam, United Arab Emirates, and United Kingdom.*

Broker, on behalf of Broker’s brokerage firm, if applicable, hereby agrees to our invoicing procedures as follows:

- **For Referrals to Dedicated Space located in Self-Billing Invoicing locations (i.e., countries not listed above):** Prior to releasing payment, WeWork will issue a Self-Billing Invoice (see defined terms) for the Fees and will pay such invoice in accordance with the payment terms set forth herein. The self-billing invoices will use the business name, address, and VAT registration number you provide upon signing up for the Broker Partnership Program. You agree to promptly notify WeWork of any changes to the information provided upon sign-up. WeWork will not be responsible for any failures, delays or errors in payment due to incomplete, inaccurate or outdated information. The Self-Billing Invoice will be shared with the Broker prior to processing of payment to allow review of Fee details.
- **For Referrals to Dedicated Space located in non-Self-Billing Invoicing locations (i.e., countries listed above):** WeWork shall provide invoicing instructions to Broker within sixty (60) days of the later to occur of:
  - (a) the execution of the membership agreement; or
  - (b) WeWork’s receipt of the applicable service retainer from the Referred Entity.

Broker shall then 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.**

**Note:** For invoices for Fees on Month-to-Month deals, a new invoice is required for each month that payment is owed to Broker.

In all cases, by agreeing to these Broker ToS, you accept that WeWork will pay Fees automatically using the banking information you provided. You will receive an email confirmation, which may include a self-billing invoice from WeWork, setting forth the applicable Fees due and containing such other details as WeWork may choose to include, in its sole discretion. You agree that such email shall serve as a valid invoice and record of transaction. If you do not receive such an email, please contact **brokers@wework.com**.

## **Payment Terms**

To be eligible for Fees, you must provide us 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.

If Broker is affiliated with a brokerage firm, all payments of Fees due hereunder shall be paid by WeWork to such brokerage firm, unless otherwise expressly directed in writing by an authorized person at the brokerage firm by emailing [brokers@wework.com](mailto:brokers@wework.com). WeWork shall not be liable for payments not received by Broker or other third parties from such the brokerage firm.

Fees will be paid in the same currency paid by the Referred Entity pursuant to the applicable membership agreement. Fee amounts may be reduced for discounts, deductions, reductions in space, promotions, credits, refunds, chargebacks, and taxes (collectively, "**Deductions**"). WeWork reserves the right to choose the mode of payment. VAT/GST requirements may depend both on the location of the Broker as well as the location of the Referred Entity. VAT determinations will be made at the time of processing and will be communicated to you prior to payment on the self-billing invoice or as otherwise provided in this Section IV.

## **Special Payment Terms**

*Membership Agreements with Open Conditions and/or Contingencies.* In the event a Referred Entity signs a membership agreement with WeWork that is in any way conditional or contingent on acts by any party, including, but not limited to, agreements that are conditioned on WeWork entering into a lease for space encompassing the relevant Dedicated Space, then the Fees for



such Referral shall be paid within sixty (60) days from the date the membership agreement is no longer conditioned and/or contingent on further action(s) by any party.

*Cross-Border Transactions.* A “**Cross-Border Transaction**” is a payment that involves individuals, corporations, settlement institutions, central banks or a combination thereof, in at least two different countries. In the event of a Cross-Border Transaction, the Broker 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.

### **Payment Disputes**

All disputes regarding Fees or any other payment amounts must be communicated in writing either by emailing **brokers@wework.com** or responding to the relevant payment confirmation email from WeWork. You must communicate a dispute within five (5) business days of receipt of the disputed email invoice, and failure to do so shall act as a waiver of any disputes related to the amounts described therein. WeWork reserves the right to withhold payment in the event of a bona fide dispute, as determined in WeWork's sole discretion.

### **Overpayments; Early Terminations by Referred Entity**

In the event that 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 any such amounts from future payments to you, and you may be suspended or disqualified from the Broker Partnership 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.

In the event that any Referred Entity supplied by Broker fails to move into a Dedicated Space for any reason, Broker shall return to WeWork any Fees already paid to Broker in connection with such Referral, and/or WeWork shall be entitled to withhold/cancel any Fee payment that would have been due under such membership agreement.

In the event that the Referred Entity reduces its total committed Dedicate Space or terminates their WeWork membership agreement after move-in but before the end of their commitment term, the Broker will not be responsible for the repayment of any accrued and already-paid Fees related to such Referral. Instead, the Referred Entity shall be responsible for repayment of any applicable Fees to WeWork.

## **V. DISQUALIFICATIONS**

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

- Submitting false leads;
- Providing incorrect information;
- Misrepresenting Broker's licensing or eligibility status;
- Misrepresenting Broker's relationship with Clients;
- Referring an entity which is a subsidiary, affiliate, or entity under common control of either Broker or Broker's firm or any entity in which Broker or Broker's firm has or shares an interest or parent entity;
- Misusing the WeWork Member Network to solicit clients;
- Participating in or having any involvement in criminal or fraudulent activities; or
- Failing to comply with or breaching these Broker ToS.

A disqualified Broker is not eligible to participate in the Broker Partnership Program and shall not be entitled to any Fees, 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 Broker Partnerships Program, WeWork may seek all rights and remedies available in equity or at law.

### **Conflict of Interest**

WeWork reserves the right to perform conflict of interest checks in connection with any Referrals hereunder. A Broker's eligibility to participate in this program and to receive Fees hereunder is conditioned on passing the WeWork conflict of interest check. A conflict of interest includes, but is not limited to, a situation where a Referral is submitted by a person or entity expressly excluded from participating in this program, including by submitting via a channel/alternative program where such person or entity is not expressly excluded.

## **VI. GENERAL TERMS AND CONDITIONS**

### **Warranty Disclaimer**

WEWORK MAKES NO WARRANTIES TO BROKER OR ANY CLIENT, 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 Broker Partnership 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 Broker 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 BROKER TOS OR OTHERWISE RELATED TO THE BROKER PARTNERSHIP 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 BROKER 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 Broker Partnership Program and these Broker 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 Broker Partnership Program and these Broker ToS, whether worldwide or in any locations or geographic areas, as determined in WeWork's sole discretion.

Upon any suspension or termination of the Broker Partnership Program, or the disqualification of a Broker pursuant to these Broker ToS, (i) Broker 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 Broker any Fees; and (iii) except in the event of a disqualification for Broker's breach, WeWork will pay applicable Fees for membership agreements which were executed prior to termination or suspension of the Broker Partnership Program, in accordance with these Broker ToS. Notwithstanding any suspension or termination of the Broker Partnership Program or these Broker ToS, or any disqualification of a Broker, the following Sections, and any terms that by their nature would be expected to survive, shall survive and remain in effect: Overpayment; Early Terminations by Referred Entity, Payment Terms (to the extent any payment obligations remain outstanding), and all General Terms. Any suspension or termination of the Broker Partnership Program or these Broker ToS shall be without prejudice to any other rights or remedies available under these Broker ToS, in equity or at law.

## **Disputes (US Based)**

*Governing Law.* If, as part of the applicable Submission, the Referred Entity's Dedicated Space is US Based, as defined herein, these Broker ToS and any dispute arising out of these Broker 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 Submission, the Referred Entity's Dedicated Space 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 Broker ToS, or at law, or the breach, termination or invalidity of these Broker 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 Broker ToS shall be interpreted and construed in the English language, which is the language of the official text of these Broker 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 Broker 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 SUBMISSION, A REFERRED ENTITY'S DEDICATED SPACE 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 BROKER OR OTHER BROKER PARTNERSHIP PROGRAM PARTICIPANT(S) CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER BROKER OR BROKER PARTNERSHIP 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 the Class Action Waiver section, above, will be null and void.

### **Disputes (Non-US Based)**

*Governing Law.* If, as part of the applicable Submission, the Referred Entity's Dedicated Space 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 Submission, the Referred Entity's Dedicated Space is Non-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 Broker ToS, or at law, or the breach, termination or invalidity of these Broker ToS, that cannot be settled amicably by agreement of the parties, 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 Broker 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 Broker ToS shall be interpreted and construed in the English language, which is the language of the official text of these Broker ToS. This arbitration agreement will survive the termination of your relationship with WeWork.

*Class/Group Action Waiver.* If, as part of the applicable Submission, the Referred Entity's Dedicated Space 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 Broker 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 Broker’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 Broker, (ii) is within the legitimate possession of Broker without obligation of confidentiality prior to disclosure, (iii) is lawfully received by Broker from a third party having rights therein without notice of any confidentiality obligations or restrictions against its further disclosure, provided that Broker identifies such third party upon WeWork’s request, (iv) is independently developed by Broker, or (v) is disclosed by Broker with WeWork’s prior written consent. Confidential Information specifically includes all information related to an Introduced Entity’s or Referred Entity’s agreement(s) with WeWork, including but not limited to, the actual or proposed pricing and other terms thereof.

Broker shall use the Confidential Information (defined below) only in connection with these Broker ToS, unless otherwise authorized, instructed or agreed in writing by WeWork. Broker shall use best efforts to disclose Confidential Information only to Broker’s representatives, employees, agents, or Clients who need to know such information in connection with these Broker ToS, and Broker shall inform each such representative, employee, agent, or Client of these confidentiality obligations and ensure that such parties abide by the confidentiality obligations set forth herein. Broker shall be solely responsible for any breach of these confidentiality obligations by any of its representatives, employees, agents, or Clients. Broker 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. Broker 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**

Broker 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 Broker ToS, WeWork hereby grants Broker a revocable, non-exclusive, non-transferable, royalty-free license during your participation in the Broker Partnership 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 Broker 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.

Broker 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, Broker 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 Broker 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 Broker'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 Broker Partnership Program, you consent that:

- if either you or your 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 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**

Broker hereby represents and warrants that:

- (a) During the term of these Broker ToS, Broker and Broker's firm's directors, officers, employees, agents, subcontractors, representatives or anyone acting on Broker's behalf (each a "**Broker Party**", together "**Broker 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 Broker, nor Broker's firm'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 Broker nor Broker's firm'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 Broker's or Broker's firm total annual revenues are, and will continue to be for the duration of the Broker Partnership Program, generated from activities involving, directly or indirectly, one or more of the Sanctioned Countries.
- (e) Neither Broker nor any Broker Parties will, at any time during Broker's participation in the Broker Partnership Program, engage in any activity under these Broker ToS that violates applicable Trade Control Laws or causes WeWork to be in violation of Trade Control Laws.

Broker hereby represents and warrants that at all times Broker 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 Broker will use to comply with its payment obligations under these Broker ToS, if any, will be derived from legal sources, pursuant to the provisions of Anti-Money Laundering Laws. Broker 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 Broker nor any Broker 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 Broker ToS, including, without limitation, the determination of eligibility of a Broker, Submission, or Referral, and the amount and payment of any Fees. If WeWork determines, in its sole discretion, that you have violated these Broker ToS, you may not be eligible for the Fees, and WeWork reserves the right to disqualify you from the Broker Partnership 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 Brokers hereunder and reserves all rights not expressly granted hereunder. Nothing in these Broker 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 Broker ToS and the rights and obligations herein may not be assigned or transferred, in whole or in part, by Broker without the prior written consent of WeWork. Any assignment in violation of this provision is void and without effect. WeWork may transfer these Broker ToS to any third party without Broker's consent. In the case of any permitted assignment under these Broker ToS, these Broker 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 Broker ToS will depend on where a Referred Entity's Dedicated Space is located: (i) if the Dedicated Space is in the United States ("**US Based**") we are WeWork Management LLC, and (ii) (x) if the Dedicated Space is outside of the United States, but not in India, we are WeWork International Limited, or (y) if the Dedicated Space is in India, we are WeWork India Management Pvt Ltd. (both (x) and (y), "**Non-US Based**"). The relevant entity that you enter into this agreement with is known in these Broker 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 Broker 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 Broker 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 Broker**

The WeWork Broker Partnerships team shall be responsible for all final determinations regarding Submissions, Referrals, Fees, and all other aspects of eligibility under these Broker ToS. All binding communications relating to Submissions, Referrals, Fees, or any other aspect of the Broker Partnership Program shall come from the WeWork Broker Partnerships Team. While

you may receive unofficial contact from other WeWork departments regarding the Broker Partnership 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 Broker ToS. Any questions or concerns regarding these Broker ToS and the Broker Partnership Program should be addressed to the WeWork Broker Partnerships team at **brokers@wework.com**.

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

### **Miscellaneous**

Broker will not make any public announcements relating to the Broker Partnership Program or the Broker 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 **brokers@wework.com**, in the case of WeWork, or the email address WeWork has on file, in the case of Broker. Headings and captions used in these rules are for convenience only and are not to be used in the interpretation of these Broker ToS. If any provision of these Broker 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 Broker ToS otherwise remain in full force and effect and enforceable. These Broker 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 Broker ToS and all past dealing or industry custom. In the event of any conflict between these Broker ToS and the terms of any other agreement between the parties, the terms of these Broker ToS shall govern and control. No provision of right or privilege under these Broker 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 Broker 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 Broker ToS may only be modified by an instrument in writing executed by WeWork.

Questions? Reach out to Broker Partnerships at **brokers@wework.com**.

## DEFINED TERMS

**“Active Representation”** means a relationship between a Client and a Broker where Broker is using diligent efforts and taking affirmative steps to assist such Client in procuring, negotiating, and finalizing an agreement with WeWork. This definition shall apply to all variations of the term, including but not limited to, “Actively Representing” and “Actively Represents”.

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

**“Broker” or “you”** shall have the meaning set forth in Section I.

**“Broker Partnership Program”** means the WeWork Broker Partnership Program.

**“Broker Party(ies)”** means Broker and Broker’s firm’s directors, officers, employees, agents, subcontractors, representatives or anyone acting on Broker’s behalf.

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

**“Clients”** means individuals or entities interested in commercial real estate.

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

**“Cross-Border Transaction”** shall have the meaning set forth in Section IV.

**“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 access provided under the Headquarters by WeWork, WeWork All Access Memberships (which includes all types of WeWork All Access memberships, e.g., Dynamic and Pay-Per-Use), or WeWork Labs 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.

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

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

**“Introduced Entity”** means a Client that has been introduced to WeWork by a Broker by way of a Submission but has not yet been qualified as Referred Entity, as more specifically described in Section II.

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

**“Membership Fees”** means fees due from a member to WeWork or any affiliate, subsidiary, or related entity, as set forth in such member’s membership agreement, net of any discounts, and shall not include any amounts related to custom configurations, design, or any additional services.

**“Month-to-Month”** shall have the meaning set forth in Section IV.

**“New Business”** shall have the meaning set forth in Section IV.

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

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

**“Referral”** means a qualified introduction by Broker resulting in a Referred Entity.

**“Referred Entity”** shall have the meaning set forth in Section IV.

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

**“Restricted Parties”** shall have the meaning set forth in Section VI.

**“Returning Member”** shall have the meaning set forth in Section IV.

**“Sanctioned Countries”** shall have the meaning set forth in Section VI.

**“Self-Billing Invoice”** shall mean an invoice prepared by WeWork on behalf of the Broker for the applicable Fees due to Broker from WeWork.

**“Submission”** means an introduction of Client to WeWork by a Broker made pursuant to these Rules, which introduction is made by (i) registering a profile at [www.wework.com/brokers](http://www.wework.com/brokers) and entering all required information under the “Introduce” tab on the website, (ii) emailing [brokers@wework.com](mailto:brokers@wework.com), or (iii) contacting a WeWork Sales or Broker Partnerships Team member and providing the information set forth in Section III.

**“Total Contract Value”** shall have the meaning set forth in Section IV.

**“Trade Control Laws”** shall have the meaning set forth in Section VI.

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

**“US Based”** means located or primarily based in the United States.

**“WeWork”** shall have the meaning set forth in Section VI.

**“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.