

WeWork Member Referral Terms of Service

These WeWork Member Referral Terms of Service (the "Terms of Service") apply to all referral service transactions involving any WeWork individual member or any employee of an existing WeWork member company (the "Referrer") introducing and enabling a potential member ("Potential Member") to sign a WeWork Membership Agreement (the "WeWork Membership Agreement") with WeWork on using WeWork office space in Greater China (including Mainland, Hong Kong and Taiwan region) and WeWork paying a commission to the Referrer (the "Referral Services"). If there is any agreement signed by and between WeWork and the Referrer on a specific referral service transaction, such agreement shall prevail. The Terms of Service are set forth below:

- 1. Qualified Referrer.** A Referrer shall be a WeWork individual member or an individual employee of an existing member company signing WeWork Membership Agreement with WeWork in Greater China, excluding any employee of a WeWork member company engaged in real estate brokerage industry.
- 2. Qualified Referral.**
 - 2.1. The Potential Member referred by the Referrer must sign a WeWork Membership Agreement for any Dedicated Space with any WeWork entity registered in Greater China in 90 days after the Referrer's initial referral submission;
 - 2.2. The Potential Member referred by the Referrer cannot be an existing or former member of WeWork;
 - 2.3. Within 90 days prior to the Referrer's submission for the referral process, the Referrer must neither contact WeWork for a membership, nor participate in WeWork events, or be referred to WeWork in other ways.
- 3. Representations and Warranties.** The Referrer hereby represents and warrants that:
 - 3.1. the information provided by the Referrer to WeWork is authentic and accurate;
 - 3.2. in the process of providing Referral Services, there is no misrepresentation, other violations of commercial ethics, or criminal crimes such as fraud, money laundering, corruption and commercial bribery;
 - 3.3. the Potential Member shall not be an individual or entity controlled by the Referrer or sharing common interest with the Referrer, including but not limited to any entity where the Referrer has held a position, shares or other investments, and its affiliates ;

3.4. the Referrer accepts WeWork GC Privacy Policy / Personal Information Processing Rules (www.wework.cn/guide/privacy), complies with the laws and regulations in connection with the Referral Services, and allows WeWork to process the personal information provided by the Referrer to WeWork for reasonable purposes, including but not limited to providing such information to the staff, consultants, professionals, subcontractors, independent consultants, external third-party service providers of WeWork.

4. Member Referral Program.

4.1. The Referrer has the right to receive a commission for the dedicated WeWork membership space ("Dedicated Space" including dedicated desks, private offices, but excluding Hot Desks, China/Regional Pass, or other specified WeWork space). No commission under the Terms of Service is available for introducing WeWork Hot Desks to Potential Members. The specific commission amount shall be determined based on the commission standard specified in Annex A hereinafter.

4.2. Signing a WeWork Membership Agreement with WeWork is a basic prerequisite for confirming that the Referrer has delivered the Referral Services and may be qualified to receive a commission. In the event that the Potential Member fails to sign a WeWork Membership Agreement for any reason whatsoever, or the Potential Member signs a WeWork Membership Agreement but informs WeWork that it's not referred by the Referrer, no referral services will be deemed to be delivered. WeWork shall have its sole discretion to determine whether the Referral Services are delivered based on referral records or other facts. If WeWork determines that the Referrer has not completed his/her referral services, the Referrer shall not be eligible for the commission, or claim against WeWork for any other expenses or costs incurred for the referral services.

5. Referral Process.

5.1. Before the Potential Member first contacts with WeWork, the Referrer can access the Member Referral Program through any of the following three channels:

5.1.1. WeWork official Wechat platform;

5.1.2. WeWork GC APP;

5.1.3. Any other contact information shown on marketing materials of Member Referral Program released by WeWork.

5.2. The referral process will be initiated by the Referrer opening the referral program landing page, clicking to accept the Terms of Service, and generating the Referrer invitation link and invitation code (for member referral verification).

5.3. The Referrer can share the invitation link or invitation code with the Potential Member, and the Potential Member may apply the invitation code through any of the following channels:

- 5.3.1. Click the invitation link (invitation code is imbedded) to reach the web page for booking a tour and submit a visit request;
 - 5.3.2. Enter WeWork Wechat mini program and fill in the invitation code on the page for booking a tour and submit a visit request; or
 - 5.3.3. Open the official website of WeWork (the Greater China region) (website: wework.cn/wework.hk/wework.tw), fill in the invitation code on the page for booking a tour and submit a visit request.
 - 5.4. When the Potential Member submits his or her personal information and visit request, WeWork will arrange the sales representative to contact the Potential Member and to follow up tour scheduling, contract signing and move-in process.
 - 5.5. If WeWork receives multiple invitation codes for the same Potential Member, WeWork will honor the earliest one received. If there is an exclusive agreement between the Potential Member and its entrusted broker and the broker (i) submits a qualified referral according to the WeWork Broker Partnership Plan, or (ii) notifies WeWork of such exclusive agreement before the WeWork Membership Agreement is executed and actively represents the Potential Member with WeWork, WeWork will identify the referral as a broker referral rather than an individual member referral. As a result, the Terms of Service shall not apply.
 - 5.6. Notwithstanding the above, WeWork has sole discretion to determine whether to accept any potential members referred by the Referrer. WeWork will follow WeWork GC Privacy Policy / Personal Information Processing rules (www.wework.cn/guide/privacy) to process all personal information provided to WeWork in connection with the Member Referral Program and require the Referrer to inform the Potential Member of the content of WeWork GC Privacy Policy / Personal Information Processing Rules to the extent required by the applicable law.
- 6. Commission.**
- 6.1. To be eligible to receive the commission described in the Terms of Service, the Referrer shall meet all the following conditions:
 - 6.1.1. WeWork vendor vetting process & referral process have been completed and the WeWork Member Referral Service Agreement has been signed;
 - 6.1.2. the relevant tax filing process has been completed in accordance with the applicable law; and
 - 6.1.3. the Potential Member who has signed WeWork Membership Agreement (hereinafter referred to as the "Signed Member") has fully paid the Service Retainer under the WeWork Membership Agreement and the Signed Member has moved in the Dedicated Space and paid the first month membership fee.
 - 6.2. The commission standard is set forth in Annex A hereinafter.

7. Payment.

7.1. Mainland (location of the referred Dedicated Space).

7.1.1. Domestic payment. Upon execution of the WeWork Member Referral Service Agreement, WeWork will deduct the corresponding individual income tax, and then make the payment according to the bank information provided by the Referrer within 90 days after all the required documents and information have been received by WeWork. For a referral with a payable commission more than or equal to CNY 10,000, the Referrer shall provide a VAT invoice together with the Member Referral Service Agreement and other required supporting documents for WeWork to make the payment, WeWork may refuse to pay the commission if the Referrer fails to provide the VAT invoice.

7.1.2. Cross-border payment. Upon execution of the WeWork Member Referral Service Agreement, WeWork will deduct the corresponding individual income tax, and then make the payment according to the bank information provided by the Referrer within 120 days after all the required documents and information have been received by WeWork.

7.2. Hong Kong (location of the referred Dedicated Space).

7.2.1. Domestic / Cross-border payment. Upon execution of the WeWork Member Referral Service Agreement, WeWork will make the payment according to the bank information provided by the Referrer within 90 days after all the required documents and information have been received by WeWork. For referrals made by a Referrer with an annual cumulative commission payable more than HKD 25,000, the Referrer shall coordinate with WeWork to complete the monthly tax filing and annual tax filing process after providing the signed Member Referral Service Agreement. If the Referrer fails to do so, WeWork shall have the right to refuse to pay the commission. The Referrer shall be responsible for any loss or punishment incurred by WeWork arising from the local tax inspection due to the Referrer's failure in tax filing.

7.3. Taiwan (location of the referred Dedicated Space).

7.3.1. Domestic payment. Upon execution of the WeWork Member Referral Service Agreement, WeWork will make the payment according to the bank information provided by the Referrer within 90 days after all the required documents and information have been received by WeWork. For a referral with a commission payable more than TWD 20,000, WeWork shall deduct individual income tax at the applicable rate in Taiwan; and the Referrer shall coordinate with WeWork to complete the annual tax filing. The Referrer shall be responsible for any loss or punishment incurred by WeWork

arising from the local tax inspection due to the Referrer's failure in tax filing.

7.3.2. Cross-border payment. Upon execution of the WeWork Member Referral Service Agreement, WeWork will make the payment according to the bank information provided by the Referrer within 120 days after all the required documents and information have been received by WeWork. For a referral with a commission payable more than TWD 5,000, WeWork shall deduct individual income tax at the applicable tax rate in Taiwan; and the Referrer shall coordinate with WeWork to complete the annual tax filing. The Referrer shall be responsible for any loss or punishment incurred by WeWork arising from the local tax inspection due to the Referrer's failure in tax filing.

7.4. Special circumstances.

7.4.1. If the due date for commission payment is a public holiday or the payment cannot be made due to a Force Majeure event, the due date of the commission payment shall be extended accordingly to the first working day after the public holiday or the end of the Force Majeure event.

7.4.2. If there are any amendments on the terms of the executed WeWork Membership Agreement, which lead to the changes on the Signed Member's membership fees and the Referrer's commission under the WeWork Member Referral Service Agreement, the commission payment term shall be postponed accordingly.

7.4.3. WeWork and the Referrer shall comply with the latest applicable laws to proceed the tax filing process subject to any changes or variations on tax filing requirements under the applicable law.

8. **Compensation.**

8.1. The Referrer shall be fully liable for the damages caused to the person and property of WeWork and any third party in the process of providing Referral Services to WeWork.

8.2. Limitation of Liability. WeWork's liability in relation to any dispute arising from this Agreement and the Terms of Service, or otherwise involving the Member Referral Program shall not exceed the commissions paid by WeWork to the Referrer in respect of the Referral Services within six (6) months prior to the claim arising. **In no event shall WeWork be liable for any claim for any special, indirect, incidental, or punitive loss or damage.**

9. **Governing Law and Dispute Resolution.**

9.1. Mainland. Referrals in Mainland (i.e., referred Dedicated Space is located in Mainland) shall be governed and interpreted by the laws of the People's Republic of China. Any dispute arising from or relating to the performance of the Member Referral Program and the Terms of

Service shall be submitted to Shanghai International Economic and Trade Arbitration Commission for arbitration.

9.2. Hong Kong. Referral in Hong Kong (i.e., referred Dedicated Space is located in Hong Kong) shall be governed and interpreted by the laws of the Hong Kong Special Administrative Region of the People's Republic of China. Any dispute arising from or in connection with the performance of the Member Referral Program and Terms of Service shall be submitted to the Hong Kong International Arbitration Centre ("HKIAC") for arbitration

9.3. Taiwan. Referral in Taiwan (i.e., referred Dedicated Space is located in Taiwan) shall be governed and interpreted by the laws of the Republic of China. Any dispute arising from or in connection with the performance of the Member Referral Program and Terms of Service shall be submitted to the Arbitration Association of the Republic of China ("CAAT") for arbitration.

10. Confidentiality Responsibility. For any information that has not yet been released in public by WeWork ("Confidential Information"), the Referrer shall use its best efforts to disclose Confidential Information only to those who need to know Confidential Information related to these Terms of Service, and the Referrer shall notify the foregoing of these confidentiality obligations and ensure that the parties involved comply with the confidentiality obligations set forth herein. The Referrer shall be fully responsible for the violation of this confidentiality obligation. The 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.

11. Intellectual Property.

11.1. While providing referral services, the Referrer shall not infringe upon the intellectual property rights legally owned by WeWork, including but not limited to trademarks and trade names. WeWork hereby grants to the Referrer a revocable, non-exclusive, non-transferable, and free license to use WeWork's logo or trademark ("WeWork Logo") only for (a) promoting, advertising, and marketing WeWork's products and services in accordance with these Terms of Service, and (b) in the form authorized by WeWork, and in accordance with WeWork's trademark guidelines provided by WeWork and may be updated by WeWork from time to time. Any use of WeWork Logo shall be subject to WeWork's prior written approval.

11.2. the Referrer shall not use the WeWork Logo in any way that belittles or denigrates WeWork or its business. WeWork may inspect any material or content that contains any WeWork Logo, and at WeWork's request, the Referrer shall immediately remove all material that is not acceptable to WeWork (at WeWork's sole discretion) or modify all such

material to make it acceptable to WeWork. Nothing contained in these rules shall be construed as granting the Referrer any right, title, or interest in the WeWork Logo or any goodwill now or hereafter in connection therewith, and all goodwill arising from the Referrer's use of the WeWork Logo shall be in the sole and exclusive interests of WeWork. No other license shall be granted, or any other use shall be permitted other than the limited rights and permits expressly granted herein.

12. **Reserved Right & Ownership.** WeWork reserves the right to make decisions in its sole discretion in accordance with these Terms of Service, including but not limited to determining the Referrer's eligibility requirements or referral applications, the commission standard and payment conditions. WeWork has all rights, title, and interest in and in relation to WeWork's products and services and all materials provided by WeWork to the Referrer under the Terms of Service, and reserves all rights not expressly granted herein. Except as expressly provided herein, none of WeWork's right, title or other license shall be conferred to the Referrer or any other Party.
13. **Assignment.** The Referrer shall not assign, in whole or in part, the rights and obligations under the Terms of Service without WeWork's prior written consent.
14. **Correspondence.** All correspondence regarding the implementation of the Member Referral Program and the Terms of Service shall be subject to emails sent from chinareferralpayments@wework.cn. Although the Referrer may receive informal contact about the Referral Services (or parts thereof) through other channels, such contact is only regarded as consultation, may not be correct or up to date, and is not binding under the Terms of Service. Any questions and questions regarding the Member Referral Program and the Terms of Service shall be addressed to WeWork by email(chinareferralpayments@wework.cn).

Annex A: Commission Standard

Unless otherwise agreed in this Agreement, WeWork will pay the Commission to the Referrers in accordance with all the provisions specified in the Terms of Service.

Mainland:

Number of Dedicated Desks (P)	Commission Standard (CNY)		
	Commitment Term \leq 3 months	3 months < Commitment Term \leq 6 months	Commitment Term > 6 months
5-9p	2,000	4,000	8,500
10-15p	2,500	5,000	10,000
16-20p	3,500	7,000	14,500
21-30p	5,000	10,000	20,000
31-50p	7,000	14,000	28,000
50+p	8,500	16,800	35,000

Hong Kong Region:

Number of Dedicated Desks (P)	Commission Standard (HKD)		
	Commitment Term \leq 3 months	3 months < Commitment Term \leq 6 months	Commitment Term > 6 months
5-9p	2,200	4,400	9,400
10-15p	2,700	5,500	11,000
16-20p	3,800	7,700	16,000
21-30p	5,500	11,000	22,000
31-50p	7,700	15,500	30,000
50+p	9,350	18,000	38,500

Taiwan Region:

Number of Dedicated Desks (P)	Commission Standard (TWD)		
	Commitment Term ≤ 3 months	3 months < Commitment Term ≤ 6 months	Commitment Term > 6 months
5-9p	8,500	17,000	36,000
10-15p	11,000	21,000	43,000
16-20p	15,000	30,000	62,000
21-30p	21,000	43,000	86,000
31-50p	30,000	60,000	120,000
50+p	36,000	72,000	150,000

Remarks:

1. The above commission includes VAT (if applicable), personal income tax and other related taxes; the commitment term does not include the free month when no membership fee is charged).
2. For the avoidance of doubt, a Referrer can only be eligible to receive commission for the first WeWork Membership Agreement of the initial commitment term according to the commission standard specified in the above tables. No commission will be paid for any subsequent return (i.e., the original WeWork Membership Agreement has been terminated and a new WeWork Membership Agreement is signed thereafter), renewal, expansion, transfer, assignment, etc. In any case, the total amount of the commission for the same qualified referred member shall not exceed CNY 35,000 (Mainland) / HKD38,500 (Hong Kong) / TWD150,000 (Taiwan).