



WERQWISE

Referral Terms and Conditions

By accessing and using our website, you agree to the terms and conditions set forth below (“Terms and Conditions”). Subject to the Terms and Conditions, Werqwise, Inc. (“Werqwise”) will compensate the referrer (“Referrer” or “you”) for Qualified Referrals (as defined below) that leads to the signing of a membership agreement by the Qualified Referral.

1. Referral Eligibility

Referrer will be eligible to receive compensation upon satisfaction of the following conditions:

- Referrer must submit a Qualified Referral. A Qualified Referral (a) must not be a current or previous member; (b) must not have previously contacted Werqwise for membership or attended a Werqwise event or otherwise been referred or introduced to Werqwise prior to completion of the submission process outlined in Section 3 below; (c) must sign a membership agreement within three (3) months following completion of the submission process outlined in Section 3 below; and (d) must not be a subsidiary or affiliate of the Referrer.
- Qualified Referral’s membership will be for a Roam+, Spot+, Office+ or Bespoke Membership.

2. Referral Fee

Subject to these Terms and Conditions, Referrer will be paid referral fees as follows:

Deal Type	Membership Term	Commission %	Payment
Month to Month	Months 1-12	10%	Paid monthly within 14 days of month end.
Minimum Commitment Period	Months 1-12	10%	Paid in full within 14 days of Member moving in.
	Months 13-36	2%	Paid monthly within 14 days of month end.
Expansion	Months 1-12	10% of additional desks	Paid monthly within 14 days of month end.
	Months 13-36	2% of additional desks	Paid monthly within 14 days of month end.
Renewal	Month 1-12 (including initial contract term)	10%	Paid monthly within 14 days of month end.
	Months 13-36 (including initial contract term)	2%	Paid monthly within 14 days of month end.

- Fees will be calculated based on membership fees only, without taking into account any other fees paid or payable by the Qualified Referral.
- Fees will be adjusted to reflect the total membership fee less any discounts agreed to with the Qualified Referral.
- Any payments to Referrer under these Terms and Conditions are subject to prior payment of membership fees by the Qualified Referral, and any failure of the Qualified Referral to pay any fees will result in no compensation payment being paid to the Referrer. Any payments to Referrer that are withheld will be made following settlement by the Qualified Referral of any outstanding membership fees.
- Any overpayment by Werqwise will be offset against future compensation owing to the Referrer under these Terms and Conditions.
- To be eligible to receive any referral fees under these Terms and Conditions, Referrer must agree to and comply with these Terms and Conditions.

3. Introduction, Submission & Payment Process

Introductions can be submitted by completing all required information through our downloadable mobile Referral App, this website at [Werqwise.com/referral](https://werqwise.com/referral) or by emailing info@werqwise.com.

Upon receiving a complete submission, you will be contacted by a member of our Sales Team who will qualify the referral. For the first referral, you must also complete the Broker Compensation Form to register your payment details.

By agreeing to these Terms and Conditions, you represent that you have obtained authorization from the referral to provide the referral's contact information to Werqwise for the purpose of participating in the referral program under these Terms and Conditions. If the referral informs Werqwise that it has not given authorization to you to provide contact information to Werqwise, you will not be eligible to receive any referral fees under these Terms and Conditions even if the referral becomes a Qualified Referral.

For individuals and companies within the United States, you will need to provide Werqwise with information about yourself, your business affiliation, your desired ACH payment information, and a completed W-9 form. If located outside of the United States and registering as an individual, you will need to provide Werqwise with information about yourself, your business affiliation (if applicable), and your desired ACH payment information. If located outside of the United States and registering as a company, you will need to provide Werqwise with information about your company's legal name and address, ACH bank information, and registered tax ID number (if applicable).

Once the referral is qualified you will receive notification of payment [and upon invoice] will be sent payment and provided a receipt.

4. General

Werqwise reserves the right, in its sole discretion, to make any determination under these Terms and Conditions, including determining whether a referral is a Qualified Referral and the amount and payment of any referral fees. Nothing in these Terms and Conditions grants you any right, title or license to use any of Werqwise's intellectual property rights.

By referring Qualified Referrals under these Terms and Conditions, you will not be deemed to be an employee or agent of Werqwise, and you will not have the right to bind Werqwise in any manner.

Referrals made by employees of the firm referred will only be paid after Werqwise has confirmed with the company that said reward does not contravene any policies and procedures. By making a referral you confirm that you are not the final decision maker or involved in the final decision in the selection of Werqwise as a solutions provider.

These Terms and Conditions may be revised by Werqwise and any revisions will be effective upon posting to our website. These Terms and Conditions will be governed by the laws of the State of California, without giving effect to its conflict of laws principles. The venue of any dispute related to these Terms and Conditions will be the state or federal courts in the County of San Francisco.

Version Dated: February 28, 2018