

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 will be for Spot+ and Office+ Membership levels only.

2. Referral Fee

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

Membership Agreement	Silver	Gold	Platinum
New	10% ACT	12% ACT	15% ACT
	6% TCV	7% TCV	9% TCV
Renewal	5%	6%	7.5%
Recurring	2%	2%	2%

- Fees will be calculated based on membership fees only, excluding any additional services or items invoiced such as, but not limited to, retainer, meeting rooms, events, other services, or customization costs, 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 will be made following settlement by the Qualified Referral of any outstanding retainers and membership fees.
- Any overpayment by Werqwise (e.g. if the Qualified Referral defaults during commitment period or reduces Membership for Referral Fees already paid to Referrer) will be repaid by the Referrer or 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.

Definitions

- ACT = Annual Contract Value (i.e. fees for first 12 months)
- TCV = Total Contract Value (i.e. fees for the minimum commitment period)
- All Referrers default at the Silver Tier, until they reach greater than \$1,000,000 in TCV signed Membership Agreements in a calendar year OR bring in 30 unique qualified tours in a calendar year. Then they are upgraded to Gold Tier. When the Referrer reaches \$3,000,000 TCV signed Membership Agreements in a calendar year OR brings in 60 unique qualified tours in a calendar year, they are upgraded to Platinum Tier.
- The Tier status is valid for the year in which status is obtained, plus the full next calendar year.
- New = new signed Membership Agreement, or the *additional* desks and associated revenue for an expansion signed Membership Agreement
- Renewal = additional signed Membership Agreement for an existing member, without an expansion in desks
- Recurring = after the ACT or TCV, the month-to-month rolling Membership Agreement, up to 36 months from initial Signed Membership agreement commencement date.
- Referrer has option to choose the referral fee on a New Membership Agreement to be calculated based on the ACT or TCV.

3. Introduction & Submission

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 sales@werqwise.com

Upon receiving a complete submission, you will be contacted by a member of our Sales Team who will qualify the referral.

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 in writing 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.

4. Payment Process

Once the referral is qualified, you will receive notification of signed Membership Agreement fees, commitment period, and referral amount based on ACT and TCV.

For individuals and companies, you will need to complete the Werqwise Vendor Form with information about yourself, your business affiliation, your desired payment information, and a completed W-9 form (or equivalent, for individuals and companies registered outside of the United States.)

To receive payment, submit an invoice issued to Werqwise, Inc. to ap@werqwise.com, which includes your name matching your Vendor Form and W-9, the Referral name, the referral (commission) amount due, and month(s) pertaining to this referral amount. Invoices will be paid 14 days after proper invoice receipt, subject to the Terms & Conditions above.

5. 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.

