

BROKER PARTNERSHIP PROGRAM TERMS OF SERVICE- LATIN AMERICA

These terms (the “**LatAm ToS**”) apply to transactions for Dedicated Space located in Argentina, Brazil, Chile, Colombia, Mexico and Peru (“**LatAm**”), 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 (the “**Broker ToS**”), linked [here](#).

Fees

For transactions for Dedicated Space located in LatAm, subject to these LatAm ToS and the Broker ToS, WeWork will pay Brokers a Fee for Referrals in accordance with the Fee structure in the tables below. WeWork will determine eligibility for Fees in its sole discretion.

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

Deal Type	Fee	
New Business (for membership agreements with a commitment term)	Commitment Term	Fee Rate (% of Total Contract Value)
	Up to 12 months	10%
	13 months	9.23%
	14 months	8.57%
	15 months	8%
	16 months	7.50%
	17 months	7.06%
	18 months	6.67%
	19 months	6.32%
	20 months	6%
	21 months	5.71%
	22 months	5.45%
	23 months	5.22%
	24 or more months	5%

Renewals, Expansions, and Transfers (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 monthly Membership Fee, for each month the membership agreement remains in effect, for up to twelve (12) months

Fees for transactions for WeWork All Access Memberships

Deal Type	Fee
New Business (for membership agreements with a commitment term)	Ten percent (10%) of the Total Contract Value ⁺
Renewals, Expansions, and Transfers (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 each month the membership agreement remains in effect, for up to twelve (12) months

⁺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.

Defined Terms related to Fee Calculations

Notwithstanding anything else in the Broker TOS:

- A deal constitutes “**New Business**” if a Referred Entity enters for the first time into a

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membership agreement with WeWork, with a commitment term. 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 constitute a “Renewal” and paid at the applicable Renewal rates, as detailed here.

For clarity, LatAm will consider and pay New Business rates once (with the only exception described below). In case the Referred Entity enters into a Renewal, Expansion or Transfer, the applicable Renewal, Expansion or Transfer rates will be considered.

Exception: 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.

- Referrals of persons or entities that previously held, but no longer hold, Dedicated Space located in LatAm 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, twelve (12) months or more have passed since the Returning Member’s move-out from their most recent WeWork space, in which case 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

Notwithstanding anything else in the Broker TOS, for Referrals for Dedicated Space located in LatAm, WeWork shall provide invoicing instructions to Broker:

- (a) Within sixty (60) calendar days after WeWork’s receipt of the applicable service retainer from the Referred Entity.
- (b) In case of Renewals (i) sixty (60) calendar days prior to the Renewal start date, or (ii) if the above is not applicable (because there are less than sixty (60) calendar days until the Renewal start date), as soon as possible.

Broker shall then provide an invoice to WeWork, 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.

Payment Timing

Notwithstanding anything else in the Broker TOS, for Referrals for Dedicated Space located in LatAm, WeWork shall pay the applicable Fees due sixty (60) calendar 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).

Fees paid for (i) Month-to-Month membership agreements, and (ii) WeWork All Access agreements in Brazil, only, will be invoiced and paid on a monthly basis in arrears.

Fee Cap

Notwithstanding anything else in these Local Terms or the Broker ToS:

(a) 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 Renewals and periods after an early termination option; and

(b) for membership agreements with (i) any early termination option(s) and (ii) a commitment term that is greater than twenty-four (24) months, the total Fees owed to Broker shall be capped at 5% of the Total Contract Value, and any amount paid to Broker in excess of such amount shall be deemed an overpayment pursuant to the Broker ToS.

For example, 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).

Overpayments; Early Terminations by Referred Entity

Notwithstanding anything else in the Broker TOS, (i) if the Referred Entity seeks to reduce its total committed Dedicate Space, seeks to terminate their WeWork membership agreement other than as expressly permitted pursuant to said agreement and/or ceases to pay its monthly Membership Fee, and/or (ii) in the event that WeWork terminates the membership agreement on the basis of a breach by the Referred Entity (each of these scenarios, an "**Early Exit**"), then:

- (a) Within fifteen (15) business days after an Early Exit, the Referred Entity shall reimburse WeWork for any Fees corresponding to the period following such Early Exit previously paid by WeWork to the Broker.
- (b) Notwithstanding the foregoing, if the day after the fifteen (15) business days period described above, WeWork is unable to collect the applicable Fees from the Referred Entity, Broker will also be responsible for reimbursing such Fees to WeWork and, therefore, WeWork will deduct such applicable Fees from the Fees corresponding to the transaction

that Broker's brokerage firm closes immediately thereafter.

General

These LatAm ToS modify the Broker ToS as they apply to transactions for Dedicated Space located in LatAm. 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 LatAm ToS, all terms and conditions of the Broker ToS shall remain in full force and effect. In the event of conflict between these LatAm ToS and the Broker ToS, these LatAm ToS shall govern and control to the extent of such conflict. In the event one or more of the provisions of these LatAm ToS 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 LatAm ToS or the Broker ToS.