

## **WORKZONES BROKER COOPERATION AGREEMENT**

Workzones will compensate you on the terms specified in this Agreement for each qualified introduction you make that leads to the creation of a Workzones membership with a potential new Workzones member (a "Prospect").

To be eligible to receive a referral fee ("Fee") a Prospect must be referred to Workzones in accordance with this Agreement. A Prospect must satisfy the following criteria in order to entitle you to compensation for the referral:

1. The Prospect must have granted the referring broker authorization as an agent to make the referral to Workzones;
2. The Prospect must enter into a membership agreement with Workzones no later than six (6) months from the date that the referral is first transmitted to Workzones (the "Referral Date");
3. The Prospect cannot be a current or previous Workzones member and cannot have previously contacted Workzones for a membership, attended a Workzones event, or otherwise been referred to Workzones in the 60 days before your referral.

If a Prospect is referred by more than one broker, Workzones will honor the first reference received unless the Prospect has entered into an enforceable exclusive agency agreement with you that predates an earlier referral from another broker.

Referrals must be made by completing a Referral Form and transmitting it to Workzones. Oral or informal references are not acceptable and will not entitle the referring broker to a referral fee even if a sale is made. The referring broker shall complete a separate Referral Form for each Prospect. Material omissions on a Referral Form will invalidate it until corrected.

Referral fees will be paid cumulatively based on the number of memberships each Prospect purchases within the initial term of the first membership the Prospect purchases.

Upon receipt of a complete Referral Form, Workzones will contact the Prospect unless expressly instructed to contact the broker first. If the Prospect informs Workzones that you were not authorized to make the introduction to Workzones, you will not be eligible for a referral fee even if the Prospect later becomes a Workzones member, unless you provide Workzones with satisfactory proof of an agency agreement with the Prospect in accordance with the laws of the state where the Workzones facility that the Prospect joins is located.

You will be required to provide certain data to Workzones, including your contact information, your desired payment information and a completed W-9 form. No referral fees will be eligible for payment until Workzones has all information it reasonably requires from you. Payments will be made monthly.

The fee you will receive for referring a Prospect is a percentage of the office membership fee agreed to in the membership agreement and payable only when first month is paid and received in full by Workzones, as follows:

<b>Coworking Membership</b>	
Month to Month	Fee is ½ month of membership fees
12 Month Commitment	Fee is one-month membership fees
<b>Office Membership</b>	
1-12 Month Commitment	Fee is the greater of one-month or 6% of office membership fees for the committed term.
12-24 Month Commitment	Fee is the greater of two-months or 6% of office membership fees for the committed term.

Fees are paid only on the membership itself, not on any ancillary services or activities for which Workzones may collect money from a member.

Fees will be adjusted to reflect any discounts provided to a Prospect.

All disputes regarding fees must be communicated in writing to Workzones in response to such email received from Workzones within 24 hours. Failure to respond to the Workzones confirmation email within such time period shall act as a waiver of any dispute regarding fees described in such email.

All communication regarding these terms and the referral program should be addressed to Workzones, Broker Program, 351 Paseo Nuevo, 2<sup>nd</sup> Floor, Santa Barbara, CA 93101. While you may receive unofficial contact from other Workzones departments regarding your referral, please be advised that any such communication shall be considered advisory only, any information provided to you may not be correct or valid, and no determinations, especially regarding validity of a referral, may be considered binding.

Brokers who introduce clients that fail to pay Workzones commissions to that broker relating to the defaulting client will be withheld until the referred client-member clears any and all existing balances with Workzones.

Who “Workzones” is for the purposes of these terms and conditions will depend on where you are based but, in any event, the relevant entity that you enter into this Agreement with is known in these terms and conditions as “Workzones,” “we,” “our” or “us”.

Workzones reserves the right in its sole discretion to make any determination under these rules, including, without limitation, the determination of your eligibility, a qualified introduction and the amount and payment of fees. If Workzones determines, in its sole discretion, that you have violated these terms, you will not be eligible for the fees and Workzones reserves the right to terminate this Agreement.

Nothing in these rules grants you or any other party any right, title or license to use any of Workzones’ trademark or other intellectual property rights.

By submitting introductions, you will not be deemed to be an employee of Workzones.

You will not act as an agent of Workzones nor are you entitled to make any commitments on behalf of Workzones. Workzones reserves the right to amend these rules at any time or cancel this program without prior notice.

You agree that Workzones may 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 any purpose reasonably related to the business of Workzones.

By entering into this Agreement, you agree to be bound by and subject to the jurisdiction of the laws of the State of California and the United States of America. This Agreement any dispute arising out of or related to the relationship created by this Agreement (including any non-contractual disputes) will be governed by and interpreted according to the laws of the State of California, without giving effect to its principles or rules of conflict of laws. This Agreement is deemed performed in Santa Barbara County, California. Any claim (excluding claims for injunctive or other equitable relief) shall be resolved via binding non-appearance-based arbitration initiated through the American Arbitration Association (“AAA”). The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800- 778-7879. In any such arbitration, the parties and AAA must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, where the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; (c) the arbitrator may award injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim; and (d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The foregoing arbitration provision shall not prevent either party from filing suit in small claims court, or from seeking injunctive relief in Santa Barbara Superior Court pursuant to the provisions of the California Code of Civil Procedure.

**Class Action Waiver.** Any proceedings to resolve or litigate any dispute subject to arbitration under the foregoing will be conducted solely on an individual basis. Neither you nor we will seek to have any such dispute heard as a class 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.

Workzones	Broker
_____	_____
By: _____	By: _____

Title:

Date:

Title:

Date: