

REFERRAL PARTNER REGISTRATION INFORMATION

Dear Referral Partner,

Downtown Works is excited to onboard you as a new referral partner, which helps us expand our business while also paying you for your time and effort. We have enjoyed many longstanding relationships throughout our years in business. This letter is to assist you in understanding our company's policies and procedures for timely payment.

In this packet you will find information along with some forms that will help us set you up as a referral partner in our system. Please review the documentation and return the appropriate forms to us to finish setting up your account.

It's important to note that Downtown Works only makes payments to referral partners electronically. We encourage all of our partners to enroll in our ACH/Direct Deposit option which will be sent to you by our partner, [Melio](#). Alternatively, you may fill out the information in the attached ACH Direct Deposit Authorization Form.

For current Downtown Works members, you may apply your referral credit to your monthly membership dues. As an incentive, we'll even apply a bonus if you choose this option further lowering your monthly membership fee.

OVERVIEW

Partner Requirements

[W-9 Form](#)

Federal Income Tax law required us to have your Taxpayer Identification Number (TIN) on file. Under Federal Regulation 1.6401, you are required to provide us with this information in the attached W-9 form. The IRS may impose a \$50.00 penalty and all payments we make to your company could be subject to a 30% backup withholding if you fail to provide us with this information as outlined in [IRS Section 6723](#). Unfortunately, no invoices will be paid to vendors who have not provided us with the proper W-9 form.

Downtown Works has created a centralized email address for your all payments.

Please email ap@downtownworks.com with your completed W-9 form as well as the party that you referred to us. Please ensure to CC your Community Manager for confirmation.

Welcome to the Downtown Works referral partner family. We look forward to working with you, and if you have any questions, please feel free to contact us at (888) 535-9675.

New Referral Partner Registration Form

PARTNER INFORMATION

Notice: please enter in the information for the company/person you would like to receive payment to. The name(s) listed below must match the information on the W-9 and bank account. If a business, please provide a FEIN number and if an individual, please provide a SSN on the W-9 form only.

I WANT TO RECEIVE PAYMENT FOR			
<input type="checkbox"/>	MY COMPANY	<input type="checkbox"/>	MYSELF

I WANT TO RECEIVE			
<input type="checkbox"/>	A CREDIT TO MY ACCOUNT (+10%) INFORMATION BELOW NOT REQUIRED	<input type="checkbox"/>	ACH/DIRECT DEPOSIT INFORMATION BELOW REQUIRED

PERSONAL (if not going to a business account)

YOUR NAME		DOWNTOWN WORKS LOCATION	
COMPANY NAME			
PHONE NUMBER	EMAIL	TITLE	
YOUR CURRENT ADDRESS (Street, City, State, Zip)			
PAYMENT ADDRESS if different from address above			



550 WEST B STREET
SAN DIEGO, CA, 92101
888-535-9675
WWW.DOWNTOWNWORKS.COM

COMPANY (if going to a business account)

COMPANY/FIRM NAME as shown on Federal Tax Return		DOWNTOWN WORKS LOCATION	
ALTERNATE NAME if applicable / D.B.A		TAX ID NUMBER FEIN	
POINT OF CONTACT NAME	EMAIL	TITLE	
VENDOR ADDRESS (Street, City, State, Zip)			
PAYMENT ADDRESS if different from address above			
PHONE	VENDOR EMAIL		

ORGANIZATION TYPE

<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Individual/Sole Proprietor	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	LLC	<input type="checkbox"/>	Partnership / Limited Partnership	<input type="checkbox"/>	Non-Profit



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ACH Direct Deposit Authorization

COMPANY/INDIVIDUAL LEGAL NAME		VENDOR ID (if applicable)	
NAME OF FINANCIAL INSTITUTION		BRANCH PHONE #	
COMPANY POINT OF CONTACT NAME	EMAIL (to receive notifications of deposit)		
ROUTING NUMBER			
ACCOUNT NUMBER			

Downtown Works and the financial institution shown on this form are authorized to deposit directly to the account noted on this form and, if necessary, adjust any Downtown Works deposit entries made in error. This authority will remain in effect until a new authorization form is submitted or this authorization is rescinded in writing.

Authorized Signature	Date	Name	Title
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Please email or fax this form to:

Downtown Works
 ATTN: Accounts Payable
 550 West B Street
 Suite 310
 San Diego, CA, 92101

Fax #: (858) 290-0805
 ap@downtownworks.com

DOWNTOWN WORKS REFERRAL PROGRAM TERMS

The Downtown Works Referral Program (“**Program**”) offered by Downtown Works, LLC (“**DW**”, “**us**”) has been created to reward you, our loyal customers or community members (“**you**”, “**Member**”, “**Referrer**”, “**Participant**”) for doing what you would already do – recommending us to friends and family who sign on to be Downtown Works members (“**Participants**”, “**Referred**”, “**Qualified Lead**”). DW will compensate eligible members and community members for each qualified referral that leads to the execution of a DW membership agreement. More details about the Program are set forth below. Acceptance of these terms (“**Program Terms and Conditions**”) is required in order for you to be eligible to receive any referral fees (“**Fees**”).

I. ELIGIBLE MEMBERS AND COMMUNITY MEMBERS

To be eligible to participate in the Program, you must be either:

- A current Downtown Works member; or
- A Downtown Works community member
 - A community member is defined as an individual that resides within 50 miles of our areas of operation that is not an active member of Downtown Works or has no business relations with Downtown Works. Brokers are not considered community members.

II. QUALIFIED REFERRALS

Subject to the Program Terms and Conditions, Referrers may receive a Fee for introducing a Qualified Lead to DW. To be considered a Qualified Lead, the Referred:

- Must sign a membership agreement with DW no later than sixty (60) days from the date the Referrer submits Qualified Lead;
- Must not be a current or previous member of DW;
- Must not have previously contacted DW for a membership, attended an event, has been referred to DW previously, or contacted us for any other services provided by DW in the one hundred and eighty (180) days prior to your initial submission; and
- Must not have any business relationship of any kind with Referrer.

III. REFERRAL PROCESS

You may introduce a potential member or member company to DW for the Program by completing the form at downtownworks.com/refer (“**Referral Website**”) or clicking the

refer now button and entering all the information required. To be eligible this information must be submitted prior to your referral's initial contact with DW.

You must complete a separate submission for each Referred individual and you may only complete a single submission per Qualified Lead. A submission will not be considered complete unless it includes the following information of the Referred:

- first and last name;
- entity or company name;
- valid phone number;
- valid email address;
- DW location or city of interest;
- any other information that may be required from time to time on the form found on the Referral Website.

For any Qualified Lead, DW will pay the Fees for any membership agreement signed at the DW location at which the Qualified Lead takes space only, and such location must be listed on the referral submission form. Membership agreements signed by Qualified Lead at other locations are not eligible for Fees, except as may be granted on a case-by-case basis at the sole discretion of DW.

Referral submissions that are incomplete or that do not adhere to the procedures outlined in the Program Terms and Conditions will not be considered valid and will not earn any Fees. Any referral is conditionally accepted until a member of the DW team has approved and fully accepted the Referred.

By participating in the Program, you certify that you have obtained full consent from the Qualified Lead to send their contact information to DW as part of the referral submission, and you believe in good faith that the Qualified Lead is interested in becoming a member of DW within the location names in the submission.

In the rare case we receive more than one submission for the same Qualified Lead, we will honor the submission we receive the earliest.

Notwithstanding the above, DW shall retain at all times the right in its sole discretion to decide whether or not to pursue any Qualified Lead introduced by Referrer.

DW will process all information provided to us through the Program in accordance with our Privacy Policy located at <https://www.downtownworks.com/privacy-policy>.

After submitting a completed referral, DW will contact the Referred confirming that we received a submission unless you select "I will handle all communication with this

referral” in which case you will be expected to handle communication between DW and the Qualified Lead (unless the Qualified Lead contacts DW directly).

Once contacted, the Qualified Lead will have the opportunity to inform us that they (i) are/are not looking for a membership and/or (ii) they have not given you authorization to you in connection to the introduction. If the Referred informs us that they have not given you authorization, you will not be eligible for any Fee even if such members signs a membership agreement.

IV. FEES AND PAYMENTS

Subject to these Program Terms and Conditions, each qualified referral shall be eligible for the benefits set forth below. DW will determine the eligibility for the Referrer Fees and other benefits hereunder in its sole discretion.

AGREEMENT LENGTH	REFERRER RECEIVES [^]	REFERRED RECEIVES
MONTH TO MONTH	10% of 1-month of membership dues [#]	-
12 MONTHS	10% of monthly membership dues [#]	1 Month Free [*]

For the avoidance of doubt, all agreement terms less than 12 months will be considered month-to-month terms.

** To be qualified for a free month under the Program, a Qualified Lead must commit to a term of twelve (12) months or more in its membership agreement.*

[^] Referrer’s Fee is conditioned on the Qualified Lead maintaining the same level membership for at least sixty (60) days.

[#] Membership dues exclude any extras or add ons and only include DW core memberships which include Works Basic, Works+, Open Desk, Exclusive Desk, Private Office. Virtual Office memberships are excluded.

Referred Receives

Each twelve (12) month period that a Qualified Lead commits to pursuant to its membership agreement shall entitle the Qualified Lead to one (1) free additional month. Any and all free additional months will be added to the end of the Qualified Lead’s committed term.

Referrer Receives

So long as the Qualified Lead maintains the same level of membership for at least sixty (60) days, the Referrer will be entitled to the Fee based on the term length pursuant to its membership agreement, as set forth in the chart above.

Payments and Payment Terms

Fees will be paid in USD or credit equivalent. Payments may be reduced for deductions, reductions in space, and/or taxes (collectively, “**Deductions**”). DW reserves the right to choose the method and mode of payment.

Payment to Member-Referrers

If a payment is decided to be made by DW, the Member-Referrer will be required to comply with DW’s Vendor Registration process as a “New Vendor”. In order to register as a “New Vendor” you must (i) submit your basic contact information on the Referral Website and (ii) complete a standard W-9 form. Documents should be sent via secure mail to refer@downtownworks.com.

If a credit is decided to be made by DW, the Member-Referrer or associated company will receive a credit to their member account for associated Fees. Credits are non-transferable and must be used towards membership fees or any overages.

If a Member-Referrer has not completed all the aforementioned vendor registration requirements by the time the Member-Referrer is due to be paid any Fees, DW may withhold payments from the Member-Referrer and will not be responsible for any Fees until such vendor registration is complete. A Member-Referrer will not be eligible to receive any Fees for a Qualified Lead if such Member-Referrer fails to complete the vendor vetting process within six (6) months of the date of execution of that Qualified Lead’s first membership agreement.

In addition to the above, to be eligible for fees, a Member-Referrer must provide DW with valid bank account information. Failure to provide bank information and to keep such information up to date may result in the delay or forfeiture of Fees for which DW will not be responsible for. Except as otherwise set forth herein, provided DW has received the Member-Referrer’s accurate and complete bank account information, and subject to the Program Terms and Conditions, DW shall pay all applicable Fees due after ninety (90) days from (i) receipt of the Member-Referrer’s bank information, or (ii) the Qualified Lead’s move-in date.

You represent and warrant that all the information you provide to us, including, without limitation, your contact and bank information, is complete, accurate, and up to date and accurate. You will have the opportunity to change your contact and bank account information at any time, including during any Fee’s payable lifecycle by contacting refer@downtownworks.com.

Payment Disputes

All disputes regarding Fees or any other payment amounts must be communicated in writing by emailing refer@downtownworks.com. You must communicate a dispute

within five (5) business days of receipt of the payment, and failure to do so shall act as a waiver of any disputes related to the amounts paid. DW reserves the right to withhold payment in the event of a bona fide dispute, as determined by DW's sole discretion.

Overpayments to Referrer

In the event that you are paid more than your entitled Fees, whether as a result of calculation errors, unaccounted for Deductions, or for any other reason, you shall promptly repay DW such overpaid amounts, as determined by DW. If you fail to promptly return such overpayment, DW may offset any such amounts from future payments to you, and you may be suspended or disqualified from the Program, in DW's sole discretion. The foregoing shall be in addition to all rights and remedies DW may seek in equity or at law.

V. DISQUALIFICATIONS

A Referrer may be disqualified from the program for reasons including, but not limited to:

- Submitting false leads;
- Providing incorrect information;
- Misrepresenting that Referrer has content from a Qualified Lead;
- Referring a person or entity that is specifically excluded from being a Qualified Lead under these Program Terms and Conditions;
- Participating in or having any involvement in criminal or fraudulent activities; or
- Failing to comply with or breaching these Program Terms and Conditions.

A disqualified Referrer is not eligible to participate in the Program and shall not be entitled to any Fees or other benefits hereunder, unless DW specifically revoked such disqualification in its sole discretion. All disqualifications are determined in DW's sole discretion. You may appeal a disqualification by emailing refer@downtownworks.com with a detailed explanation. In addition to being disqualified from the Program, DW may seek all rights and remedies available in equity or at law.

VI. GENERAL TERMS AND CONDITIONS

In addition, and as a supplement to these Program Terms and Conditions, you also agree to DW's general Terms and Conditions. For a copy of these terms, please login to your member portal (portal.downtownworks.com) or email refer@downtownworks.com for a copy.

Questions? Reach out to refer@downtownworks.com