

## **WeWork General Procurement Terms**

These Terms and Conditions set forth the only terms and conditions that shall apply to all purchases of goods and services (“**Goods**” and “**Services**”, respectively, or, collectively, “**G&S**”) by WeWork Management LLC or the applicable affiliate of WeWork Management LLC identified in the Order (as defined below) (collectively, “**WeWork**”) from the vendor identified in the relevant Order (“**Vendor**”) by means of a service order, statement of work, authorization letter, or other written communication or electronic transmission (each, an “**Order**”) issued by WeWork and delivered to Vendor for the purchase of Goods or Services as described in such Order. These Terms and Conditions, together with all Orders placed with the Vendor, shall constitute a legally binding agreement between WeWork and the Vendor (“**Agreement**”). In the event of a conflict between these terms and conditions and a schedule the terms and conditions shall prevail.

### **1. Orders; Acceptance.**

Vendor’s (a) execution of an Order, (b) commencement of work on the Goods and/or Services to be purchased under an Order, (c) shipment of the Goods covered in an Order or (d) failure to raise any issues with an Order within 48 hours of receipt, whichever occurs first, shall be deemed to constitute Vendor’s acceptance of such Order and the terms and conditions hereof and thereof. Each Order must include an Order number (assigned by WeWork) and all applicable prices, quantities (if applicable), delivery dates and delivery locations for the Goods and/or Services to be provided pursuant to the Order. Vendor shall deliver Goods in the quantities and on the date(s) specified in the applicable Order or as otherwise agreed in writing by the parties. If no delivery date is specified, Vendor shall deliver Goods within 10 days of Vendor’s receipt of an Order. Subject to Section 15, WeWork shall have no liability for any damage resulting from any cancellation. Upon full completion of the Services, including clean-up work, Vendor shall notify WeWork in writing and render a final invoice containing a certificate of completion.

### **2. Shipment; Risk of Loss.**

Vendor shall prepare and pack for shipment all Goods in accordance with good industry practice and in any event in a manner sufficient to ensure that such Goods are delivered to WeWork in undamaged condition. WeWork will not pay charges for packing, crating, shipping or delivery, unless otherwise stated in an Order. If Vendor must ship in a more expensive manner than specified herein or in the applicable Order to comply with WeWork’s required delivery date, Vendor shall pay all increased costs, unless WeWork agrees in writing to pay the increased costs. Title and risk of loss with respect to any Goods shall pass to WeWork upon delivery of such Goods, at the address specified in the applicable Order, during WeWork’s normal business hours or as otherwise instructed by WeWork; Vendor shall be responsible for and bear the risk of loss of or damage to the

Goods covered by an Order until they are so delivered. WeWork may return or store, at Vendor's expense, any Goods delivered more than 5 days in advance of the delivery date specified for such Goods, and Vendor will redeliver such Goods on the correct date at Vendor's expense.

### **3. Late Delivery.**

Unless otherwise agreed by the parties, if a shipment or part of a shipment of Goods is late, Vendor shall

(a) immediately propose a new delivery date; and (b) use best endeavours to expedite delayed Goods at Vendor's expense. WeWork may, at its option, (i) cancel, without liability, an Order or portions of an Order for late Goods not yet delivered (in which case the Vendor shall refund WeWork the cost of such Goods), and/or (ii) cover for late Goods by sourcing products from another supplier. Where WeWork elects to cover for late Goods by sourcing replacement products from another supplier, the Vendor shall reimburse WeWork for the reasonable cost of such products.

### **4. Warranties; Compliance with Laws.**

Vendor expressly warrants, represents and covenants to WeWork and its affiliates, successors, assigns, customers and users of WeWork's Services, that all G&S (including any Work Product, as defined below)

shall: (a) conform to the terms of the applicable Order and/or all applicable samples, drawings, standards, specifications, performance criteria and any other description requested by WeWork; (b) be free from defects in design, material and workmanship; (c) be of satisfactory quality, safe and fit for the purpose for which G&S of such kind are normally used; (d) be properly contained, packaged, marked and labeled, in accordance with any applicable laws and regulations; (e) be fit for the particular purpose for which WeWork intends to use the G&S, operate as intended, and be of satisfactory quality; (f) be conveyed to WeWork with clear and marketable title, free and clear of all liens, security interests or other encumbrances; (g) not infringe or otherwise misappropriate the rights of any third parties; and (h) with respect to Services, be performed diligently in a good, professional and workmanlike manner consistent with contemporaneous best industry practices and relevant standards of care, using personnel of required skill, experience and qualifications, and devoting adequate resources to meet Vendor's obligations under this Agreement. Vendor extends all warranties under this Agreement for a period of 2 years after final acceptance of the Services or Goods by WeWork unless the warranty periods or statutes of limitation under applicable law are longer, in which case such longer warranty periods under applicable law shall prevail.

Vendor warrants, represents and covenants that:

(i) it shall comply with, and the G&S shall comply and/or be performed in compliance with, (x) all applicable domestic, foreign and international/multinational laws, ordinances, orders, rules, actions, regulations and industry standards, (y) all rules,

regulations and policies of WeWork (in each case as amended and updated from time to time), including security procedures concerning systems and data and remote access thereto, building security procedures (including restriction of access to certain areas of WeWork's premises or systems for security reasons or otherwise in WeWork's sole discretion), and general health and safety practices and procedures, and (z) all other agreements or statutory restrictions by which Vendor is bound,

(ii) Vendor has obtained, and shall at all times during the term of this Agreement maintain, all necessary licenses and consents applicable to or necessary for the delivery of the G&S,

(iii) Vendor shall ensure that all persons, whether employees, agents or any other person acting for or on behalf of Vendor in the performance of the G&S, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to deliver the G&S, and

(iv) Vendor shall maintain complete and accurate written or electronic records relating to the delivery of the G&S under this Agreement, including records of the time spent and materials used by Vendor in connection therewith and any other basis for any charges billed in connection with any Order, and documenting Vendor's compliance with the requirements of sub- clauses (i) through (iii) hereof, in such form as WeWork shall approve, which records Vendor shall retain and, during the term of this Agreement and for a period of 6 years thereafter, make available to WeWork, at WeWork's request, for inspection and copying. If any inspection, examination or audit of such records discloses any overcharges by Vendor, Vendor shall reimburse WeWork the amount of such overcharges, and Vendor shall reimburse WeWork for all costs and expenses incurred by WeWork in connection with such audit. Any such inspection, examination or audit shall not relieve Vendor of any obligation, responsibility or liability hereunder or otherwise constitute WeWork's approval of or consent to any actions undertaken by Vendor. Vendor further warrants, represents and covenants that no liens, encumbrances, security interests, or other third party claims shall attach to any property owned or leased by WeWork as a result of Vendor's performance hereunder and that Vendor has all necessary rights, title and interest in the Goods to grant to WeWork the rights and licenses contained herein. WeWork's warranty rights hereunder are cumulative and in addition to, but shall not be limited by, any standard warranties offered by Vendor and any other warranties, express or implied, available to WeWork under applicable law. Without limiting the generality of the foregoing, Vendor shall comply with all laws, regulations, rules, decrees and other directives applicable to it, including but not limited to all such laws prohibiting bribery involving public officials and/or private parties.

Vendor confirms that (i) no owner, employee, or close family members (i.e., spouse, children, parents and/or siblings) of an owner or employee of Vendor, is presently (or has been within the last year) a government official, representative or employee of any political party, holder of public office, or a candidate for public office, and that it will inform WeWork promptly in writing, if any such person assumes such a position; (ii)

neither Vendor, nor any individual performing services for Vendor under this Agreement, has been convicted of or pleaded guilty to an offense involving fraud, corruption, or moral turpitude, nor has Vendor, nor any individual performing services for Vendor under this Agreement, been listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs.

Vendor further acknowledges that it has received WeWork's Vendor Code of Conduct, and will ensure that in carrying out its responsibilities under the Agreement, it will comply with WeWork's Vendor Code of Conduct, as updated from time to time. Finally, Vendor acknowledges that in no event shall WeWork be obligated under this Agreement to take any action that it believes, in good faith, would cause it to be in violation of any laws, regulations, rules, decrees or directives applicable to it or to Vendor. All warranties shall be construed as conditions as well as warranties and shall not be exclusive.

## **5. WeWork's Rights.**

WeWork shall have a reasonable time after WeWork receives the Goods and/or Vendor completes the Services (as applicable) to inspect Goods and/or Service deliverables for conformity to the applicable Order and any other applicable specifications. G&S are accepted, if WeWork confirms acceptance to Vendor by email, or are deemed accepted if not rejected by WeWork within 10 business days of delivery. WeWork's payment to Vendor for Goods or Services shall not be treated as acceptance. WeWork's inspection, testing or use of, or payment for, the G&S shall not constitute acceptance thereof and shall not affect Vendor's obligations and warranties set forth herein, which shall survive WeWork's inspection, testing, acceptance and/or use. Nothing contained herein shall relieve Vendor in any way from its obligations to test, inspect and control the quality of the G&S. WeWork may, without limiting any of its other rights and remedies (either under this Agreement or at law) reject any G&S that are, in WeWork's judgment, defective and/or do not conform to the terms of this Agreement ("**non-conforming G&S**"). In addition to any other rights available to WeWork, upon WeWork's rejection or revocation of acceptance of G&S or Vendor's failure to meet the terms of this Agreement in whole or in part, WeWork may, in its sole discretion, direct Vendor to, at Vendor's sole cost and expense, (a) refund to WeWork the price of non- conforming G&S as well as any costs incurred by WeWork in relation thereto; or (b) upon a written replacement Order from WeWork, replace, re-perform or correct any such G&S at no additional cost to WeWork and pay for all related expenses (including any transportation charges) within 7 days of WeWork's demand; or (c) credit WeWork's account with an amount equal to the amount paid for such G&S, as well as any costs incurred by WeWork in relation thereto. WeWork may also choose to replace any non-conforming G&S from any other source, and Vendor will reimburse WeWork for the reasonable costs incurred by WeWork of such G&S. In addition, WeWork may, at Vendor's risk, return to Vendor non-conforming Goods and/or Goods supplied in excess of quantities ordered and Vendor shall reimburse WeWork for its reasonable costs incurred in doing so. If Vendor fails to take any corrective action described herein, WeWork, upon notice to Vendor, may take such

action, in which case Vendor shall reimburse WeWork for all costs incurred by WeWork in relation thereto. WeWork's count as to the quantity of Goods delivered shall be accepted as final and conclusive on all shipments that are not accompanied by a packing slip indicating the quantity delivered. Unless specified otherwise, all G&S delivered hereunder shall not be in excess of the quantity ordered.

## **6. Price; Invoices; Setoff.**

As full consideration for the performance of the Services, delivery of the Goods (if applicable) and the assignment of rights in all Work Product [and related IPR (as defined below) to WeWork, as provided in this Agreement, WeWork shall pay Vendor the amount specified in the applicable Order upon receipt of proper invoices for work completed in accordance with this Agreement and the applicable Order. Unless otherwise agreed to by WeWork, Vendor shall only invoice WeWork for Goods actually delivered and Services actually performed by Vendor, in each case that are accepted by WeWork. Vendor warrants and represents that the prices for the G&S as provided to WeWork are complete and no additional charges of any type shall be added for any G&S without WeWork's express written consent. The prices set forth in an Order are firm and represent the total amount due from WeWork for the G&S, including, without limitation, duties, taxes or any other charges agreed upon by WeWork, subject to adjustment for any rebates or credits described herein or therein. Unless otherwise agreed in an Order, the prices for any Goods or Services shall not exceed the pricing for similar goods or services offered by Vendor to its other clients, and, if at any time during the term of this Agreement Vendor offers more favorable prices or any more favorable terms or conditions to any third party client, WeWork shall be entitled to such prices or terms and conditions for all Goods and Services provided from and after the date of such offer to any such third party client. Unless otherwise agreed in an Order, invoices shall be submitted to WeWork within 90 days following WeWork's receipt of the Goods or full performance of the Services and must reference the applicable Order number. Payment terms for all undisputed amounts shall be net 30 days from (a) the date of WeWork's receipt of the applicable, accurate invoice or (b) if later, WeWork's acceptance of the G&S. If WeWork has a claim against Vendor resulting from an Order or any other transaction, WeWork may deduct or set off disputed amounts against Vendor's claims for amounts due, without prejudice to any other remedies WeWork may have under this Agreement or otherwise. Payment is deemed to be made when WeWork's check is mailed to the Vendor or electronic payment initiated. If WeWork fails to make any payment due to the Vendor under this Agreement by the due date for

payment, then WeWork shall pay interest on the overdue amount at a rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. WeWork shall pay the interest together with the overdue amount. The parties shall seek to resolve any disputes expeditiously and in

good faith. Vendor shall continue performing its obligations under this Agreement notwithstanding any such dispute.

## **7. Taxes.**

Vendor shall be liable for any applicable income taxes, levies, duties, costs, charges, withholdings, deductions or any charges of equivalent effect imposed on, or in respect of the Services provided by Vendor to WeWork under this Agreement. Where required or permitted by applicable law, Vendor will charge WeWork sales tax, excise tax, use tax, value added tax, goods and services tax, consumption tax, or equivalent type charges (collectively, “**Transaction Taxes**”) that are owed by WeWork solely as a result of the G&S provided by Vendor to WeWork under this Agreement. Such Transaction Taxes must be separately indicated on the invoice for the applicable G&S. If WeWork provides Vendor with a valid exemption certificate, Vendor shall not collect the Transaction Taxes covered by such certificate. All charges for Transaction Taxes will be supported by valid tax invoices (including VAT invoices) provided by Vendor to WeWork.

## **8. Changes.**

WeWork may, at any time prior to delivery of any Goods or completion of any Services, reschedule the Services, change the delivery destination for Goods in any Order, change the Services provided under any Order, or cancel any Order, or otherwise change the specifications such G&S, in any such case upon 7 days written notice to Vendor (each, a “**Change Order**”), in each case, at no additional cost to WeWork, except that if WeWork requests changes that will materially increase or decrease the cost of providing Goods or Services to WeWork, such as by requiring additional Services or additional materials, the parties will negotiate an appropriate adjustment to their obligations under the Order in accordance with this provision before Vendor commences performance related to such Change Order. Vendor will accept any changes, and shall, if a change increases or decreases the cost or time required for performance, within 2 business days of receiving a Change Order, submit to WeWork a firm cost proposal reflecting any such increases or decreases resulting from such Change Order. If WeWork accepts such cost proposal, Vendor shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. If WeWork does not accept such cost proposal, WeWork may cancel the related Order with no further liability to Vendor. Vendor shall inform WeWork at least 5 business days in advance of effecting or permitting any material change to the G&S, including, without limitation, changes in composition, quality specifications, manufacturing processes, labeling, functionality, safety, manufacturing locations, and use of any suppliers or subcontractors (a “**Vendor-Initiated Change**”). Upon notice of a Vendor-Initiated Change, WeWork may cancel the related Order with no further liability to Vendor and Vendor shall refund WeWork any amounts already paid under the applicable Order. For any Vendor-initiated revisions to an Order other than a Vendor-Initiated Change, with respect to price or otherwise, the Vendor must submit a request in writing to WeWork and the revision shall not be effective until approved by WeWork (such approval not to be unreasonably withheld or

delayed). In no event shall Vendor unreasonably withhold or delay agreement to any Change Order that WeWork may request hereunder.

## **9. Indemnification.**

Vendor and its affiliates (collectively, “**Vendor Affiliates**”) shall defend, indemnify and hold WeWork and its affiliates, directors, officers, managers, members, employees, agents, representatives and other vendors harmless from and against any and all losses, damages, costs and expenses (including reasonable attorneys’ fees and costs) of any nature (“**Claims**”) arising out of or in any way connected with the G&S provided pursuant to an Order, including, without limitation any Claim arising from: (a) the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs; (b) Vendor failing to take reasonable care in applying the tax law and supplementary legislation applicable to the supply of G&S; (c) the negligence of Vendor or any Vendor Affiliates; (d) Vendor failing to satisfy its obligations with respect to the protection of Confidential Information (as defined below); (e) Vendor failing to comply with any requirement of applicable law, including, without limitation, the requirements of any applicable data protection laws ; (f) any Claim by a third party against WeWork alleging that the G&S, the results of any Services, or any other products or processes provided pursuant to an Order, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products, software, or processes; or (g) interference with, interruption or change to any utility or facility caused by the negligence or willful misconduct of Vendor or any of Vendor’s subcontractors. The foregoing obligations shall not apply to the extent the Claim is due to or arises from the gross negligence of WeWork. Vendor shall, as soon as reasonably practicable after becoming aware of a Claim, give written notice of the Claim to WeWork, specifying the nature of the Claim in reasonable detail. Vendor shall not make any admission of liability or settle any such suit or Claim without WeWork’s prior written approval. Vendor agrees to reimburse all costs that may be incurred by WeWork in connection with any Claim, including, without limitation, attorneys’ fees and insurance premiums.

WeWork may be represented by and participate through its own counsel with respect to any Claim. At WeWork’s option, Vendor shall take control of the defense of any such Claim, in which case WeWork will have the right to approve any counsel retained to defend against any claim in which WeWork is named a defendant, such approval not to be unreasonably withheld. Should the use of any G&S by WeWork, its distributors, subcontractors, or customers be the subject of any Claim, threatened by injunction, or otherwise the subject of any legal proceeding, Vendor shall, at Vendor’s sole cost and expense, and WeWork’s option, either (i) substitute fully equivalent non-infringing G&S; (ii) modify the G&S so that they no longer infringe but remain fully equivalent in functionality; (iii) obtain for WeWork, its distributors, subcontractors, or customers the right to continue using the G&S; or (iv) if none of the foregoing is possible, refund to

WeWork all amounts paid for the infringing G&S. Vendor's liability to WeWork for any of the matters contained in this Agreement, including, without limitation, the indemnification obligations set forth herein, shall not be limited by the insurance policies required hereunder or the recovery of any amount thereunder. The indemnification obligations herein shall survive the expiration or termination of this Agreement.

#### **10. Insurance.**

During the term of this Agreement and for a period of 6 years thereafter, Vendor shall, at its sole cost and expense, and shall cause Vendor Affiliates to, have in effect and keep in force insurance coverage reasonably acceptable to WeWork with a reputable insurance company professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement. Vendor shall, at WeWork's request, produce both the insurance certificate giving details of coverages required hereunder and the receipt for the current year's premiums in respect of each insurance policy.

The minimum insurance coverage to be maintained by Vendor shall be in amounts reasonably related to the scope and the nature of the Services to be performed under this Agreement, as determined by WeWork in its reasonable discretion, subject to any greater coverage requirements mandated by applicable law or good industry practice and standards of care in Vendor's industry. [Vendor agrees to obtain and maintain additional insurance in connection with Services to be performed under this Agreement if reasonably requested to do so by WeWork. The liability of Vendor shall not be limited by said insurance policies or the recovery of any amounts from any insurance policies

#### **11. Ownership.**

WeWork shall own all right, title and interest (including, without limitation, patent rights, copyright rights, trade secret rights, mask work rights, trademark rights, design rights, rights in or relating to databases, and all similar and other intellectual property rights (whether registered or unregistered) throughout the world ("**IPR**") in any deliverables to be produced by Vendor pursuant to any Order ("**Work Product**"). To the extent that ownership of any IPR in such Work Product does not automatically vest in WeWork, Vendor irrevocably agrees to assign and hereby assigns to WeWork all IPR in such Work Product. .

If Vendor incorporates into any Work Product any intellectual property belonging either to Vendor or to a third party ("**Pre-existing Property**"): (a) Vendor will identify such Pre-existing Property in the applicable Order before incorporating it into any Work Product; and [(b) Vendor grants WeWork a nonexclusive, royalty-free, perpetual, irrevocable, worldwide licence to use, reproduce, modify, display, publish, adapt, make available, communicate, perform, sublicense and distribute the Pre-existing Property (or parts of it) to the extent necessary for WeWork to have full use and enjoyment of the Work Product. Vendor will not incorporate any proprietary



information owned by any third party into any Work Product without WeWork's prior written permission.

Vendor will promptly provide all Work Product to WeWork. Vendor shall further assist WeWork, at Vendor's expense, to further evidence, record and perfect such assignments as may be necessary to comply with this Section 11, and to enforce and defend any rights assigned. All materials, supplies, or equipment furnished or paid for by WeWork in connection with an Order shall remain WeWork's property (title shall not transfer to Vendor), shall be maintained by Vendor in good condition, shall be used by Vendor only for the provision of G&S to WeWork, and shall be returned to WeWork or otherwise disposed of as directed by WeWork upon completion of such Order.

## **12. Confidentiality and Publicity.**

Vendor, its employees, agents and representatives, shall consider as WeWork's "**Confidential Information**" all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to Vendor by WeWork, its employees, agents or subcontractors, and any other information which the Vendor may obtain concerning WeWork's business, its products and services and which would be regarded as confidential by a reasonable business person,. . Confidential Information does not include any information which is now or becomes generally publicly known (other than as a result of its disclosure by the Vendor or its affiliates, employees or subcontractors in breach of this Section 12). Without WeWork's prior written consent, Vendor shall not (a) disclose or use Confidential Information for any purpose other than performing its obligations under this Agreement or an Order (unless required to do so by law, any governmental or regulatory authority, or court of competent jurisdiction), (b) disclose such Confidential Information in whole or in part to any third party except as expressly permitted under this Agreement, (c) include WeWork's name or trademarks in any marketing materials or (d) disclose to any third party that WeWork is Vendor's customer. The Vendor shall, if requested by WeWork, enter into an additional written agreement with WeWork relating specifically to confidentiality, non-disclosure and/or publicity ("**NDA**"). Vendor will use the same amount of care to protect Confidential Information that it uses to protect its own information of like kind, but in any event not less than reasonable care.. Vendor agrees (x) to limit its internal distribution of Confidential Information to Vendor Affiliates, employees and subcontractors who have a need to know, and shall ensure that such Vendor Affiliates, employees and subcontractors comply with the obligations set out in this Agreement and the NDA as if they were parties thereto.

Vendor agrees not to design or manufacture any products incorporating Confidential Information without WeWork's express written consent in each instance. This Agreement does not grant, or otherwise give, Vendor any rights to any Confidential Information or any other WeWork IPR or proprietary materials. Vendor may receive access to information, property, and other tangible and intangible assets ("**Member Property**") of individuals and entities occupying space in a WeWork facility (collectively,

**“WeWork Members”**), including, without limitation, sensitive and confidential information regarding such WeWork Members and their actual or potential employees, customers, and/or business partners. Vendor will not use, remove, copy, manipulate, access, damage, destroy, disclose or otherwise engage with any Member Property except solely to the extent necessary for Vendor to deliver the G&S in accordance with this Agreement. Vendor will not (i) copy or share with any third party any access credentials received from WeWork, whether physical (e.g. key cards), electronic (e.g. access codes), or other or (ii) otherwise cause or allow any third parties without proper permission from WeWork, or the applicable WeWork Member, to access a WeWork facility and/or any Member Property. If the Services require Vendor to remove and/or transport any property, including Member Property, away from a WeWork facility, Vendor will take all necessary measures to protect and secure such property from unauthorized access, damage or destruction at all times while such property is not in a WeWork facility, including, without limitation, by ensuring that such property is not left unattended or unsecured at any point. Vendor shall ensure that all its subcontractors comply with the confidentiality provisions of this Agreement, and, upon WeWork’s written request, to enter into a non-disclosure agreement in a form that is reasonably satisfactory to WeWork (it being understood that, prior to any such delegation or subcontracting, Vendor shall inform any such subcontractor of the confidential nature of the Confidential Information and shall agree, in writing, to be bound by the terms of nondisclosure agreements with provisions substantially similar to those set forth in this Agreement, copies of which writings shall be provided to WeWork upon request, and Vendor shall be responsible for any breach by any such subcontractor of such agreement). Vendor shall take all appropriate legal, organizational and technical measures to protect against unlawful and unauthorized processing of Confidential Information. Vendor shall maintain reasonable operating standards and security procedures, and shall use its best endeavours to secure Confidential Information through the use of appropriate physical and technological security measures, including, but not limited to, appropriate network security and encryption technologies, and the use of reasonable user identification or password control requirements, including multiple-factor authentication, strong passwords, session time-outs, and other security procedures as may be issued from time to time by WeWork or otherwise required by applicable law or relevant industry standards. If requested by WeWork at any time during the term of this Agreement, Vendor shall provide WeWork with a copy of Vendor’s then-current information security policy. Vendor shall promptly notify WeWork in the event that Vendor learns or has reason to believe that any person or entity has breached or attempted to breach Vendor’s security measures, or gained unauthorized access to Confidential

Information (**“Information Security Breach”**). Upon any such discovery, Vendor shall (a) investigate, remediate and mitigate the effects of the Information Security Breach, and (b) provide WeWork with assurances reasonably satisfactory to WeWork that such Information Security Breach will not recur. If WeWork determines that notices (whether in WeWork’s or Vendor’s name) or other remedial measures (including notice, credit

monitoring services, fraud insurance and the establishment of a call center to respond to customer inquiries) are warranted following an Information Security Breach, Vendor will, at WeWork's request and at Vendor's cost and expense, undertake the aforementioned remedial actions.

### **13. Data Protection**

The Vendor shall at all times comply with its obligations under all legislation and other laws (including all regulator or industry codes of practice and guidance) in force from time to time relating to the protection of personal data, cybersecurity and/or the privacy of individuals, including (where applicable and without limitation) the UK GDPR (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019), the General Data Protection Regulation (EU) 2016/679 (the "**GDPR**"), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (as amended).

In this clause:

- 1) the terms '**controller**', '**process**', '**processor**' and '**personal data**' shall each have the respective meanings given to those terms under the GDPR; and
- 2) "**WeWork Data**" means all data (including personal data) which is controlled or processed by WeWork and which is provided by or on behalf of it to the Vendor or which the Vendor comes into possession of, or is created, generated or processed by the Vendor as a result of or in connection with its performance of the Services.

The Vendor and WeWork agree that each party is an independent and separate controller in relation to any processing of WeWork Data under this Agreement. If and to the extent the Vendor may during its performance of the Services be required to act as a processor of WeWork Data, it shall: (a) immediately notify WeWork in writing of this fact; and (b) cease all processing of WeWork Data until it enters into a data processing agreement on terms to be reasonably specified by WeWork.

### **14. Term; Termination.**

This Agreement shall commence on the date these Terms and conditions are accepted by Vendor and shall continue until terminated as set forth herein. WeWork may terminate this Agreement with immediate effect upon written notice to Vendor if Vendor fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves or fails to provide WeWork, upon request, with reasonable assurances of future performance. WeWork may, at its sole discretion, either permanently or temporarily require Vendor to stop performance of the Services and / or the delivery of Goods by Vendor under this Agreement or any Order and/or terminate this Agreement and/or any Order in respect of certain premises only or in respect of all premises (to the extent applicable) upon 10 days written notice to the

Vendor, for any reason. Vendor shall cease to perform Services and/or provide Goods under an Order (a) immediately upon receipt of a cancellation notice from WeWork or (b) on the date of termination specified in such notice. Vendor may terminate this Agreement upon written notice to WeWork if WeWork fails to pay Vendor within 60 days after Vendor notifies WeWork in writing that payment is past due. If WeWork terminates this Agreement, it may also, at its sole discretion, choose to terminate all or any portion of outstanding Orders or permit Vendor to continue performance under any such outstanding Orders, at WeWork's sole discretion. Upon the expiration or termination of this Agreement or an Order for any reason: (i) WeWork shall pay Vendor for the portion of the Services satisfactorily performed (as determined in WeWork's reasonable discretion) and those conforming Goods delivered to WeWork up to the date of termination (unless termination was due to Vendor's material breach, in which case WeWork will not be obliged to make any further payments to Vendor upon termination), less appropriate offsets, including any additional costs which have been or will be incurred by WeWork in completing the Services; (ii) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which are expressed to survive such termination or expiration; and (iii) Vendor will promptly deliver to WeWork all Confidential Information, IPR and Work Product in its possession and at its expense.

#### **15. Limitation on Liability; Statute Of Limitations.**

**Nothing in this Agreement shall limit or exclude either party's liability for (i) fraud; (ii) death or personal injury caused by negligence; or (iii) any other liability that cannot be excluded or limited by law.**

**Subject to the paragraph above, WeWork shall not be liable to Vendor for (i) loss of profits; (ii) loss of goodwill; (iii) loss of business or business opportunity; or (iv) any special, indirect, punitive, incidental or consequential damages.,**

**Subject to the first paragraph of this Section 15, WeWork's total aggregate liability to the Vendor on any claim, whether based in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, in connection with, or resulting from, this Agreement or any Order and from performance or breach hereof or thereof, shall in no case exceed 100% of the price for the G&S payable under the Agreement by WeWork of the charges paid or payable under the applicable Order in the 12 months preceding the date of the claim.**

#### **16. Governing Law.**

This Agreement, including the arbitration agreement at section 17, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

## **17. Dispute Resolution.**

All disputes (including a claim, dispute or difference regarding its existence, termination or validity or any non-contractual obligations) arising out of or in connection with this Agreement (“**Dispute**”) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce as in force at the date of this agreement and as modified by this clause by one or more arbitrators appointed in accordance with said Rules (which are deemed to be incorporated by reference into this Section 17). The parties, their representatives and any other participants shall hold the existence, content, and result of arbitration in confidence, and all such information shall constitute Confidential Information. The arbitration proceedings shall be conducted in the English language and take place in London, England.

The award of the arbitrators shall be final, binding and non-appealable, and judgment may be entered thereon in any court of competent jurisdiction.

Either party may, at its sole discretion, seek interim relief in any court of competent jurisdiction.

## **18. Remedies.**

If Vendor breaches this Agreement or an Order, WeWork shall have all remedies available by law and at equity. Vendor shall have no right to resell Goods for WeWork’s account in the event of rejection, revocation of acceptance, failure to make payment or repudiation by WeWork, and any resale so made shall be for the account of Vendor. Vendor understands and agrees that (a) the G&S are critical to WeWork’s operations, and (b) under no circumstances will Vendor seek to cancel or otherwise limit or terminate WeWork’s right to use the G&S or access any warranty services.

## **19. Vendor’s Risk.**

Vendor agrees that it, its employees and its subcontractors, are performing Services as independent contractors and not as WeWork’s employees, regardless of where they perform Services, and shall have no express or implied authority to bind WeWork by contract or otherwise. Both parties agree that the Services have been outsourced to the Vendor by WeWork, the Vendor will manage the delivery of the Services in accordance with the Agreement and the Vendor will have control over and will manage the workers, employees and subcontractors that it has engaged in relation to the provision of the Services.

Vendor shall be fully responsible for its employees, agents, officers, contractors and subcontractors, including without limitation all compensation and taxes related thereto as well as any obligations in relation to Chapters 8 and 10 of Part 2 of ITEPA (“**IR35**”) and the Social Security Contributions (Intermediaries) Regulations 2000 (SI 2000/727) (as may be amended from time to time) and any other legislation or secondary legislation dealing with the tax and national insurance contributions treatment of workers whose

services are provided via Intermediaries (as defined in IR35). Vendor shall carry on its work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to any Goods or materials before final completion and acceptance, repair and replace the Goods or materials so injured, damaged and destroyed, at Vendor's expense and to WeWork's satisfaction. Vendor and Vendor Affiliates shall observe the working rules of all WeWork premises when on such premises. When materials or equipment are furnished by others for Vendor's use, Vendor shall receive, unload, store, handle, and be responsible therefore as though such materials or equipment were being furnished by Vendor hereunder. To the extent Vendor is performing hereunder at WeWork's premises, Vendor and its subcontractors shall take all safety precautions necessary for the prevention of accidents. Subject to Section 15, WeWork shall not be responsible nor be held liable for any damage to person or property arising from the use, misuse or failure of any rigging, blocking, scaffolding or other equipment used by Vendor or any of its subcontractors, notwithstanding WeWork's ownership, provision or loan of such equipment to Vendor or to any of its subcontractors.

## **20. Force Majeure.**

Neither party will be liable for any failure to perform, including failure to accept performance of Services or take delivery of the Goods as provided, that is caused by circumstances beyond its reasonable control, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, including, but not limited to, fire, flood, earthquake or other natural disaster; terrorist attack, civil war or civil disturbance; imposition of sanctions, embargo, or breaking off of diplomatic relations; acts of God, war, threat of or preparation for war; and government action, including the imposition of export or import restrictions or quotas, provided that (a) the party experiencing the force majeure event promptly notifies the other party and uses reasonable endeavours to correct its failure to perform and (b) WeWork shall be entitled to terminate this Agreement with immediate effect if Vendor experiences a force majeure event lasting longer than 15 days.

## **21. Conflicts.**

Vendor warrants and represents that it is not owned, controlled or actively influenced by any employee, officer, director, consultant or service provider, whether current or former, of WeWork or their immediate families. Vendor does not employ any person who is an employee, officer, director, consultant or service provider of WeWork or a member of their immediate families. Vendor will refrain from offering gifts, entertainment, favors or services to employees of WeWork.

## **22. Notices.**

**Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office**

**(if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or e-mail. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in this clause; if sent by pre- paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one business day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.**

### **23. General Conditions.**

Vendor may not assign or subcontract (including by change of control or operation of law) its rights or obligations under this Agreement or any Order without the express prior written consent of WeWork. No assignment or [subcontracting] shall relieve Vendor of any of its obligations hereunder, and WeWork's approval of any assignee or subcontractor shall not relieve Vendor of its obligations under this Agreement, and Vendor shall remain fully responsible for the performance of each such assignee or subcontractor and their employees and for their compliance with all of the terms and conditions of this Agreement. WeWork may at any time assign or subcontract any or all of its rights or obligations under this Agreement to any affiliate of WeWork or to any person acquiring all or substantially all of WeWork's assets. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way. A person who is not a party to this Agreement shall not have any rights to enforce its terms. This Agreement and any Order shall inure to the benefit of and be binding upon the parties hereto and to their respective successors and legal representatives. No provisions of this Agreement or any Order may be varied except by mutual written agreement. The parties hereto agree that the failure by any party to enforce any provision of this Agreement or any Order shall not operate or be construed as a waiver of that party's rights in the event of any subsequent breach of that provision or of any other provision or condition of this Agreement or any Order, nor prejudice that party's right to take any subsequent action. If any provision or application of this Agreement shall be held invalid or unenforceable, the remaining provisions of this Agreement shall not be affected, but rather shall remain valid and enforceable. Those obligations or responsibilities contained in this Agreement that are continuing in nature shall survive the expiration or termination of this Agreement. This Agreement, together with any NDA entered into pursuant to Section 12, constitutes the entire agreement between the parties relating to its subject matter and supersedes any and all other prior and contemporaneous negotiations and understandings between them relating to the subject matter of this Agreement, , and shall not be modified or interpreted by reference to any

prior course of dealing, usage of trade or course of performance. This Agreement and any NDA entered into pursuant to Section 12 shall prevail over any of Vendor's general terms and conditions of sale (regardless of whether or when Vendor has submitted its sales confirmation or such general terms and conditions), expressly limits Vendor's acceptance to the terms of this Agreement, and may not be varied, modified, altered, or amended except in writing signed by the parties. The terms and conditions of this Agreement shall prevail over any conflicting terms and conditions of any acknowledgment or other document submitted by Vendor, except that this Agreement will not supersede any written agreement, including, without limitation, any Order, that is signed by both parties and covers the same subject matter as this Agreement and its related Orders.

*Rev. April 8, 2021*