

## WORQ GROWTH PARTNERS PROGRAMME TERMS AND CONDITIONS (“T&Cs”)

### 1. WORQ GROWTH PARTNERS PROGRAMME

- 1.1 The WORQ Growth Partners Programme (“**Programme**”) is organized and administered by Incompleteness Theorem Sdn Bhd and WORQ KL Sdn. Bhd. (collectively, “**WORQ**”).
- 1.2 The Programme will run from **1 April 2026** until **31 March 2027** (“**the Programme Period**”) (both dates inclusive). WORQ reserves the right at any time to change the duration and/or the commencement and/or the expiry dates of the Programme Period.
- 1.3 The Programme is a programme that provides Referral Reward (as defined below) to the selected Affiliate Partner (as defined herein) for each Successful Referral (as defined herein) of the Customer(s) (as defined herein) to WORQ in respect of the Private Suite (as defined herein), subject to and upon the T&Cs herein.

### 2. PARTICIPATION

- 2.1 Participation in the Programme is strictly by invitation of and/or approval by WORQ. WORQ shall have the sole and absolute discretion to determine the eligibility of any person to participate in the Programme. WORQ’s decision on all matters relating to the Programme, including but not limited to eligibility and participation, shall be final, conclusive and binding.
- 2.2 A participant selected and approved by WORQ to participate in the Programme (the “**Affiliate Partner**”) will be issued a Unique Referral Link or code (the “**URL**”) by WORQ for the purposes of tracking referrals under the Programme. No person shall be deemed to be an Affiliate Partner under this T&Cs or be entitled to participate in the Programme or receive any Referral Reward, unless and until such person has been expressly approved in writing by WORQ and/or has been issued an URL by WORQ for the purposes of participation in the Programme.

### 3. PROGRAMME MECHANICS

- 3.1 During the Programme Period, the Affiliate Partner may introduce and/or refer a Customer (as defined below) to WORQ by submitting the Customer’s information in the form prescribed or required by WORQ (“**the Referral Submission**”).
- 3.2 The Affiliate Member may submit only one (1) Referral Submission in respect of each Customer it intends to refer. For the avoidance of doubt, a Referral Submission shall not be deemed complete or valid unless it includes all of the following information:
  - (a) the Customer’s full name and company number (where applicable);
  - (b) the Customer’s valid contact number;
  - (c) the Customer’s valid email address; and
  - (d) such other information as WORQ may require from time to time; and
  - (e) the Affiliate Partner’s URL.
- 3.3 By completing and submitting the Referral Submission, the Affiliate Partner represents, undertakes and confirms to WORQ it has obtained express consent from the Customer in accordance with the Personal Data and Protection Act 2010 to disclose and transfer the

Customer's personal information to WORQ and permit WORQ to contact the Customer in connection with the marketing and provision of WORQ's products and services.

- 3.4 In the event WORQ receives Referral Forms from more than one Affiliate Partner for the same Customer, only the earliest and completed Referral Form submitted will be taken into consideration in determining whether a Successful Referral has been made.
- 3.5 In order for a referral to qualify as a "**Successful Referral**", all of the following conditions must be fulfilled during the Programme Period to the satisfaction of WORQ:
- (a) the individual or entity introduced and/or referred by the Affiliate Partner to WORQ by way of a Referral Submission must not have been, at any time during the **twelve (12) months** preceding the date of the relevant Referral Submission, a current or former member of WORQ (whether as a virtual office member, hot desk member, dedicated desk member or private suite member) of any WORQ outlet ("**Customer**");
  - (b) a complete, accurate and valid Referral Submission has been duly submitted by the Affiliate Partner and received by WORQ;
  - (c) the membership agreement in respect of a private suite at any WORQ outlet ("**Private Suite**") has been duly executed by the Customer and WORQ ("**Membership Agreement**") no later than sixty (60) days from the date of submission of the relevant Referral Submission by the Affiliate Partner; and
  - (d) full payment of the applicable security deposit and the first (1<sup>st</sup>) month's advance membership fee payable under the Membership Agreement ("**Applicable Payment**") has been duly received by WORQ.
- 3.6 For the avoidance of doubt, WORQ reserves the right, in its sole and absolute discretion, not to enter into any arrangements and/or agreements with the Customer and shall not be required to provide any reasons for accepting or rejecting a Referral Submission and/or any referral and/or introduction.

#### 4. REFERRAL REWARD

- 4.1 The Affiliate Partner shall be eligible to receive a referral reward for each Successful Referral under this Programme during the Referral Period ("**Referral Reward**") as follows:
- (a) **Base Referral Fee:**

A referral fee equivalent to five percent (5%) of the of the total contract value of the membership fee (excluding customisation fee, additional fee for additional services, event space and meeting room rental, and net of any security deposit and applicable taxes) ("**TCV**") under the Membership Agreement for all WORQ outlets. For any Membership Agreement with a commitment term exceeding twelve (12) months, the referral fee shall be capped at twelve (12) months of five percent (5%) of the TCV.
  - (b) **Additional Referral Fee (if applicable):**

In addition to the Base Referral Fee, the Affiliate Partner shall be eligible to receive an additional referral fee equivalent to two and a half (2.5%) of the TCV under the Membership Agreement for WORQ TTDI, WORQ Bandar Utama, WORQ Menara Shell - KL Sentral and such other outlets as WORQ may designate from time to time. For any Membership Agreement with a commitment term exceeding twelve (12) months, the referral fee shall be capped at twelve (12) months of two and a half (2.5%) of the TCV.

(c) **One-Off Performance Kicker (if applicable):**

A one-off performance kicker in the sum of RM1,500 if the aggregate total referral sales generated by the Affiliate Partner during the Referral Period exceeds RM100,000.

- 4.2 No Referral Reward shall be payable in respect of any renewal, expansion or extension of a Membership Agreement beyond the initial commitment term, even if such renewal, expansion or extension occurs during the Referral Period. For the avoidance of doubt, Referral Reward shall apply solely to the initial Membership Agreement and shall not accrue or become payable in respect of any subsequent changes or additional commitments by the Customer.
- 4.3 The payout of the Referral Reward for each Successful Referral shall be processed by WORQ on a cumulative quarterly basis. Payment and release of the Referral Reward to the Affiliate Partner shall be subject to WORQ's verification that full payment of the Applicable Payment under the relevant Membership Agreement has been received by WORQ.

<b>Applicable Payment Received by WORQ Between</b>	<b>Cutoff Date</b>	<b>Payment and Release of Referral Reward</b>
1 June – 31 August	<b>31 August</b>	<b>End of September</b>
1 September – 30 November	<b>30 November</b>	<b>End of December</b>
1 December – 28 February	<b>28 February</b>	<b>End of March</b>
1 March – 31 May	<b>31 May</b>	<b>End of June</b>

- 4.4 The Referral Reward is not exchangeable into any other forms of any credit or benefit in-kind and the Referral Reward is also strictly and exclusively rewarded to the Affiliate Partner for each Successful Reward. The Referral Reward cannot be assigned or transferred to any other person or third parties. The method of calculation and the manner of payment of the Referral Reward shall be determined by WORQ in its sole and absolute discretion, in accordance with these T&Cs, and such determination by WORQ shall be final, conclusive, and binding on the Affiliate Partner.
- 4.5 In the event that the Affiliate Partner is paid more than the entitled Referral Reward, whether as a result of calculation errors, unaccounted-for deductions, or for any other reason, the Affiliate Partner shall promptly repay to WORQ the full amount of such overpayment (as determined by WORQ) upon demand. If the Affiliate Partner fails to promptly return such overpaid amounts, WORQ may offset any such amounts from future payments to the Affiliate Partner, and the Affiliate Partner may be suspended or disqualified from the Programme, in WORQ's sole and absolute discretion. The foregoing shall be in addition to all rights and remedies WORQ may seek in equity or at law.
- 4.6 The Affiliate Partner shall be solely responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws (if any), in relation to this Programme and the Referral Reward.

**5. UNDERTAKINGS**

- 5.1 By participating in this Programme, the Affiliate Partner hereby agrees to WORQ the following:

- (a) to exercise the skill and care appropriate to that of a prudent person when referring the Customer(s) to WORQ;
- (b) to ensure all the statements and information (if any and if so required) made available by the Affiliate Partner to WORQ are true, correct, accurate and complete;
- (c) to ensure all materials, including but not limited to videos, social media posts, blogs, and other content referencing WORQ, must be submitted to WORQ for prior written approval at least three (3) days before publication;
- (d) shall not create, publish, or disseminate any content that associates WORQ with sensitive or controversial topics, including but not limited to politics, religion, or illegal activities; and
- (e) shall not by act or omission, directly or indirectly bring WORQ or the Programme into disrepute.

5.2 Further, the Affiliate Partner is not authorised to, and the Affiliate Partner shall not:

- (a) at any time conduct any sales process for himself or herself on behalf of WORQ to the Customer(s), unless otherwise agreed by WORQ in writing;
- (b) make any representation or offer, or to give any assurances, on behalf of WORQ to the Customer(s);
- (c) receive any monies on behalf of WORQ; and
- (d) expressly offer promotions, rates or on terms other than those advised or published from time to time by WORQ except with the prior written consent by WORQ.

## 6. DISQUALIFICATIONS

6.1 The Affiliate Partner may be disqualified from the Programme for reasons including, but not limited to:

- (a) submitting false leads;
- (b) providing incorrect information;
- (c) participating in or having any involvement in criminal or fraudulent activities;
- (d) violates any applicable laws or regulations;
- (e) WORQ, in its sole determination, believes that the Affiliate Partner has attempted to undermine the mechanism of the Programme by fraud, deception or cheating or there was fraud, deception or forgery in any manner whatsoever by the Affiliate Partner; or
- (f) failing to comply with or breaching these T&Cs.

6.2 A disqualified Affiliate Partner is not eligible to participate in the Programme and shall not be entitled to receive any Referral Reward or other benefits hereunder, unless WORQ specifically revokes such disqualification in its sole discretion. All disqualifications are determined in WORQ's sole discretion. In addition to being disqualified from the Programme, WORQ may seek all rights and remedies available in equity or at law.

## 7. GENERAL

- 7.1 By participating in this Programme, the Affiliate Partner:
- (a) agrees to be bound by T&Cs as set out herein and as may be imposed by WORQ. WORQ shall have the absolute right to amend, vary, add or omit the terms and conditions of this Programme at any time or from time to time as WORQ may deem fit, including the absolute right to suspend, withdraw or cancel this Programme without notice;
  - (b) shall indemnify, defend, and hold harmless WORQ, its subsidiaries, affiliates, shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, losses, damages, costs, and expenses of any kind, whether direct or indirect, arising out of or in connection with the Affiliate Partner's participation in the Programme; and
  - (c) agrees and accepts the privacy notice published on WORQ's official website (<https://worq.space/privacy-policy/>) (as may be updated by WORQ from time to time) and it consented for WORQ and/or its respective holding companies, affiliates, associates, agents, or related corporations to use, process, disclose, transfer and/or to deal with the Affiliate Partner's personal data (whether in electronic or other form and whether provided orally or in writing to WORQ) for the purposes stated in the aforesaid said privacy notice.
- 7.2 The name "WORQ Growth Partners Programme" is merely a generic commercial name for a programme, in the same way as other commercial programmes or campaigns organized by WORQ. Nothing in the Programme shall be deemed:
- (a) to create any partnership, joint venture, employment or relationship of principal and agent between WORQ and any Affiliate Partner(s) or participants or any persons whosoever, or
  - (b) to provide any Affiliate Partner(s) or participants or any persons with any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of WORQ.
- 7.3 This Programme is not in combination or in conjunction with any other similar programme currently (if any) being organized by WORQ. For the avoidance of doubt, in the event the Affiliate Partner participates in this Programme and any other programme(s) (if any) being organised by WORQ during the Programme Period, the Affiliate Partner is only entitled to be rewarded with the reward (if successful) under one (1) program only, to be determined by the WORQ at its absolute discretion and the decision of WORQ shall be final and binding.
- 7.4 In no event shall WORQ be liable for any loss or damages including without limitations, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Program, even if WORQ has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 7.5 These T&Cs shall be governed by and construed in accordance with the laws of Malaysia.
- 7.6 In the event of any inconsistency between these T&Cs and any other materials relating to the Programme, these T&Cs shall prevail.