WORQ MEMBERS REFERRAL PROGRAMME

TERMS AND CONDITIONS ("T&Cs")

1. WORQ MEMBERS REFERRAL PROGRAMME

1.1 The WORQ Members Referral 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 October 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 Referrer (as defined herein) for each Successful Referral (as defined herein) of the Customer(s) (as defined herein) to WORQ in respect of the Workspace (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 "Referrer") must be an existing member of WORQ (i.e. holds an active WORQ membership or workspace agreement at the time of referral) and shall be entitled to receive Referral Reward for Customers who identify them as the referring party in the Referral Submission. No person shall be deemed to be a Referrer 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.

3. PROGRAMME MECHANICS

3.1 During the Programme Period, a Referrer introducing a Customer to WORQ shall submit the Customer's information via the form prescribed by WORQ ("the Referral Submission").

3.2 Only one (1) Referral Submission shall be considered in respect of each Customer. 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 Referrer's full name and registered email address;

(b) the Customer's full name;

(c) the Customer's valid contact number;

(d) the Customer's valid email address;

(e) the Customer's company name (where applicable);

(f) the Customer's preferred workspace type and preferred WORQ location; and

(g) such other information as WORQ may require from time to time.

3.3 By completing and submitting the Referral Submission, the Referrer represents, undertakes and confirms to WORQ that they have obtained the express consent of the Customer, in accordance with the Personal Data and Protection Act 2010, to WORQ collecting, using and processing their personal information for the purposes of this Programme, including contacting the Customer in connection with the marketing and provision of WORQ's products and services.

3.4 In the event WORQ receives Referral Submissions from more than one Referrer 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 Referrer 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 Referrer and received by WORQ; and

(c) in the case of a referral relating to a workspace (including Virtual Office, Hotdesk, Dedicated Desk, or Private Suite) at any WORQ outlet ("**Workspace**"):

(i) the membership agreement in respect of a Workspace 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 Referrer; and

(ii) full payment of the applicable security deposit and the first (1st) month's advance membership fee payable under the Membership Agreement ("**Applicable Payment**") has been duly received by WORQ.

or

(d) in the case of a referral relating to an event space at any WORQ outlet ("**Event Space**"), WORQ must have issued the relevant invoice for the rental of the Event Space, and such invoice must have been paid in full by the Customer.

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 Referrer 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**:

(i) in the case of a Successful Referral relating to a Workspace, a referral fee equivalent to five percent (5%) of the total contract value of the membership

(ii) 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; or

(iii) in the case of a Successful Referral relating to an Event Space, a referral fee equal to five percent (5%) of the total event space rental fees paid by the Customer, excluding any security deposit and applicable taxes.

(b) Notwithstanding the foregoing, the total Referral Reward payable to a Referrer under this Programme shall be capped at RM4,000 per Successful Referral.

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 and beyond 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 In respect of a Successful Referral relating to an Event Space, the Referral Reward shall be payable only in respect of the Customer's first rental of the Event Space during the Referral Period. For the avoidance of doubt, no Referral Reward shall accrue or be payable in respect of any subsequent rental of the Event Space by the same Customer, including the Customer's second and all subsequent rentals of the Event Space during and beyond the Referral Period.

4.4 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 Referrer shall be subject to WORQ's verification that full payment of the Applicable Payment under the relevant Membership Agreement has been received by WORQ.

Applicable Payment Received by WORQ Between	**Cut-off Date**	**Payment and Release of Referral Reward**
1 January – 31 March	**31 March**	**End of April**
1 April – 30 June	**30 June**	**End of July**
1 July – 30 September	**30 September**	**End of October**
1 October – 31 December	**31 December**	**End of January**

4.5 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 Referrer for each Successful Referral. 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 Referrer.

4.6 In the event that the Referrer is paid more than the entitled Referral Reward, whether as a result of calculation errors, unaccounted-for deductions, or for any other reason, the Referrer shall promptly repay to WORQ the full amount of such overpayment (as determined by WORQ) upon demand. If the Referrer fails to promptly return such overpaid amounts, WORQ may offset any such amounts from future payments to the Referrer, and the Referrer 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.

4.7 The Referrer 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 Referrer 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 Referrer 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 Referrer is not authorised to, and the Referrer 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 Referrer 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 Referrer 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 Referrer; or

(f) failing to comply with or breaching these T&Cs.

6.2 A disqualified Referrer 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 at 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 Referrer:

(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 Referrer’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 Referrer’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 Members Referral 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 Referrer(s) or participants or any persons whosoever, or

(b) to provide any Referrer(s) or participants or any persons with any right, power or authority, whether expressed 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 Referrer participates in this Programme and any other programme(s) (if any) being organised by WORQ during the Programme Period, the Referrer 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.