



## Ambassador Program Agreement

These terms and conditions (“Terms”) constitute the terms under which Workspring subsidiary of Steelcase Inc. (“Company”) is willing to offer you the participation in the Workspring Ambassador Program (“Program”). As used in this Agreement, “we”, “us”, or “our” means Workspring, “you” means the applicant, “party” shall refer to either of Workspring or the applicant, as the case may be, and “parties” shall refer to both Workspring and the applicant. “Workspring site” means the site that has its primary home page identified by the URL [workspring.com](http://workspring.com).

- Program Application Form.** You may participate in the Program by completing and submitting your Application Form. Your submission via email or through the Workspring site constitutes your acceptance of the Program offer on these Terms. We will evaluate your application and will notify you via email of its acceptance or rejection. We may reject your application if we determine, in our sole discretion, that your participation is not suitable for the Program, or if the Program Application Form is not complete in its entirety with true and correct information. We will abide by our Privacy Policy when collecting and handling any and all personal information.
- Eligibility.** Participation in the Program is open to residents of the U.S. and Canada only. Void where prohibited by law. It is your sole responsibility to abide by any and all policies of your employer restricting the receipt of compensation for sales referrals.
- Coupon Codes.** You may not publish Coupon Codes or special offers in order to solicit referral sales via the use of any broadcast communication methods such as mass mailings, fliers, facsimile services, or advertising on radio, television, or internet websites.
- Qualified Referrals.** For you to be eligible to receive a referral fee, the potential customer must be a Qualified Referral. A “Qualified Referral” means a person or business entity (i) which is not already a customer of Workspring, (ii) which has not previously paid for services at Workspring.
- Qualified Sales.** You will be eligible to receive a referral fee only with respect to a Qualified Sale of service – meetings, events and memberships – to a Qualified Referral. A “Qualified Sale” means the initial completed sale, and any follow-up or additional sales, made by Workspring to customers who book meetings and give your name as the referrer to the Workspring team member planning the meeting. We will use reasonable efforts to track Qualified Sales and will notify you of sales activity.
- Payment of Referral Fees.** Referral fees will be paid/credited on a monthly basis (at the first of each month for the previous month’s commission) for Qualified Sales completed (order, payment and shipment have occurred) during the applicable period. The reporting period begins on the 25th of each month and ends on the 24th of the following month. We will not pay referral fees on purchases where the customer failed to identify you as the referrer. You have the option to receive your referral fees in the form of a Visa Gift Card or in Workspring Dollars to be used toward Workspring services – meetings, events or memberships.
- Use of Workspring.** As a Workspring Ambassador, you have the ability to work from Workspring for four (4) complimentary days per month. This includes use of the common areas, snacks and beverages, and wifi. One working session is equivalent to one complimentary day (i.e. half day is equal to one complimentary day, two hours is equal to one complimentary day). Applicable rates will apply to any private studio bookings.
- Review of Ambassador Status.** The Ambassador agreement is valid for one (1) year. You must provide five (5) new clients per year, and annual reviews will be held at the end of the calendar year. At annual review, you may make the change in the form of commission payout (i.e. Workspring Dollars to Visa Gift Card or vice versa).
- Referral Fee Schedule.** First time referrals will receive \$15 off the per guest rate for their first meeting or event booking. For coworking memberships, referrals receive \$30 off their first month of unlimited access membership or first On-the-Go Pass, or \$15 off their first month of mobility membership by mentioning your name. You will receive a 10% commission on all first time bookings and memberships and a 5% commission on all returning bookings with Workspring. With any month of referral business totaling \$15,000 or more, you are eligible for a complimentary one month unlimited membership. The discount rate and commission rates will be stated as percentages off of the total final invoiced amount. Applicable taxes excluded.
- Taxation.** You are solely responsible for all income and other taxes due on any referral fees paid to you under the Program.
- Limitation of Liability.** In no event shall the Company, its officers, directors, employees, contractors, affiliates, ambassadors, suppliers, licensors subsidiaries, or agents be liable to you for any direct, indirect, punitive, incidental, special or consequential damages whatsoever arising out of or in any way connected with your participation in the Program, whether based on contract, tort, negligence, strict liability or otherwise, even if the Company or any of its authorized agents have been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Program, or with any of these Terms, your sole and exclusive remedy is to discontinue participation in the Program.
- Customer Relationship.** All customers who book meetings through the Program will be deemed to be our customers. Accordingly, all of our rules, policies, terms of sale, and operating procedures concerning customer orders, customer service, and meeting space sales will apply to those customers.
- Marketing Materials.** We may provide you with marketing materials with regard to the services offered by Workspring. You are granted a limited, nontransferable, revocable, nonexclusive right and license for the term of this agreement to use our marketing materials for the sole purpose of referring potential customers to the Workspring. You understand that nothing contained herein conveys to you any rights of ownership in the marketing materials or other intellectual property, and we will remain the sole and exclusive owner thereof. You agree to use only our marketing materials, and that you will not alter such materials in any way or make any representations or warranties with regard to our products that are inconsistent with those representations and warranties contained in our marketing materials.
- General.** This agreement is governed by the laws of the State of Michigan, without reference to principles regarding conflict of laws. You irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts sitting in Kent County, MI for any disputes arising out of or relating to your participation in the Program. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or your participation in the Program. You agree to indemnify and hold the Company, its subsidiaries, affiliates, officers, directors and employees, harmless from any claim, demand, or damage, including reasonable attorneys’ fees, asserted by any third party due to or arising out of your participation in the Program. You agree that we may modify these Terms, at any time and in our sole discretion, by posting a change notice or a new agreement on the Workspring site. Either party may terminate this agreement at any time by providing notice to the other party. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, these Terms constitute the entire agreement between you and the Company with respect to your participation in the Program, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Company with respect to the Program. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Effective as of January 13, 2014.