

CALIFORNIA

WEWORK EMPLOYMENT DISPUTE RESOLUTION PROGRAM

OVERVIEW

WeWork's Employment Dispute Resolution Program ("Program"), set out in full in the pages which follow, is designed to fairly resolve employment disputes you or WeWork may have in a more efficient and less expensive manner, reducing disruption in our workplace. It provides that:

- Informal consultation, mediation, and arbitration procedures replace court proceedings as the sole and exclusive methods of resolving disputes.
- The Program is designed to protect the confidentiality of the participants' involvement in the entire process.
- Mediation and arbitration fees and expenses (but not attorneys' fees, except as may be ordered by the arbitrator) are paid by WeWork.
- You remain an at-will employee, and participation in the Program is a mandatory condition of employment or continued employment for you and WeWork.

As the Program is a contract between you and WeWork, please read the attached agreement carefully, then sign the copies provided and return them to a WeWork representative. The bullet points above are designed to introduce you to the major provisions of the Program but are not intended as a substitute for reading and understanding the Program document. A fully-executed copy of the agreement will be provided to you shortly. If you have questions, speak to WeWork's General Counsel, Senior Officer of Human Resources, or consult your own lawyer.

WE WORK EMPLOYMENT DISPUTE RESOLUTION PROGRAM

I. AGREEMENT

The Program Agreement (the “Agreement”) is entered into between _____ (on behalf of you, your heirs, administrators, executors, successors and assigns) (“You” or “Employee”) and WeWork Management LLC (“WWM”), a subsidiary of WeWork Companies, Inc. (“WWC”) (referred to collectively as “WeWork”), and any affiliates, subsidiaries, divisions, successors, assigns, and their current and former employees, officers, and agents (collectively referred to as “the Company”) (each a “Party,” and collectively the “Parties”), and is effective as of the date you sign this Agreement (the “Effective Date”).

This Agreement shall be deemed to apply to all current and former employees who have executed this Agreement (collectively the “Covered Employees”). Except as provided in this Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings pursuant to this Agreement. Except as otherwise prohibited by law, the Program shall be the sole and exclusive method of resolving any disputes between You and the Company that arise out of or relates in any way to Your employment relationship with the Company, the terms and conditions of your employment, or the termination thereof.

The Company is committed to providing its employees with the best possible work experience free of inappropriate conditions and behaviors. Likewise, the Company expects its employees to treat their fellow employees in a manner in keeping with that same commitment. Even in the best of workplace environments, however, employment related disputes can arise from time to time. When they do arise, their resolution may result in lengthy, distracting, and expensive legal processes. These processes can disrupt the workplace and may even deter those with a complaint from coming forward. The Program, including informal resolution, mediation and arbitration, is designed to result in more efficient, less expensive, and less disruptive dispute resolution.

II. PROCEDURE FOR INVOKING THE PROGRAM

The Program consists of three (3) steps: Step One (Internal Efforts); Step Two (External Mediation); and Step Three (Final and Binding Arbitration).

Invocation of the Program by either Party must be received in writing by the other Party (in the case of the Company, to its General Counsel and/or Senior Officer of Human Resources) within six (6) months of the time that the complained of action or actions took place, or during such longer period as is allowed by any statute of limitations applicable to the claims that are asserted (*i.e.*, the “Required Period” for submitting claims). Once invoked, participation in the Program tolls the running of any applicable statute of limitations.

STEP ONE: Internal Efforts

Employees who have a complaint or concern should speak to their supervisor, or if the complaint or concern involves the supervisor, employees should contact the General Counsel

and/or Senior Office of Human Resources. In order to formally invoke the Program, and thereby toll the Required Period, the Employee must notify the Company that the Program is being invoked in writing to the General Counsel and/or Senior Office of Human Resources. The Company's hope is that most disputes can be resolved through these discussions in Step One of the Program.

STEP TWO: External Mediation

If the matter cannot be resolved through internal efforts, the Company will pay for mediation before an experienced, neutral mediator. Either Party may submit a written request to the other Party (in the case of the Company, to its General Counsel and/or Senior Officer of Human Resources) for mediation, and must do so within six (6) months of the invocation of the Program, unless otherwise mutually agreed to in writing by the Parties.

In mediation, the Parties (and, if they so choose, their attorneys) will jointly select a mediator from a list provided by JAMS, The Resolution Experts ("JAMS"), a well-respected, national alternative dispute resolution service provider. The mediator may encourage the Parties to discuss their differences and assists them in developing a resolution that is satisfactory to each of them. If the Parties are able to resolve their dispute, they typically set forth the terms of their agreement in a legally binding writing.

Except as otherwise prohibited by law, failure to submit a written request for mediation within six (6) months of the invocation of the Program, or during such other time as has been mutually agreed upon in writing by the Parties, shall constitute a waiver of any claims that the Parties may have against each other relating to the subject matter of the complaint or concern. The Parties acknowledge that this six (6) month period will allow sufficient time for either Party to assert any claims that it may have against the other Party, such that no unfair surprise will result from the expiration of this time period. Any Party may invoke final and binding arbitration, as described in Step Three, to enforce such a waiver.

STEP THREE: Final and Binding Arbitration

If the matter cannot be resolved through mediation or either Party elects to forgo Step Two, either Party may initiate arbitration by submitting a demand in writing to the other Party (in the case of the Company, to its General Counsel and/or Senior Officer of Human Resources) no later than (1) month after the completion of Step Two (External Mediation), unless otherwise mutually agreed to in writing by the Parties.

Arbitration offers a speedy, confidential and economical way for You and the Company to present the dispute to an experienced, neutral arbitrator. The arbitrator will decide the dispute and his or her decision will be binding on both You and the Company. The arbitrator has the same power to award the remedies available in court. You and the Company will agree upon an arbitrator from the JAMS arbitrator panel. You may, if you wish, be represented by an attorney in the arbitration, but you will be responsible for your attorneys' fees, except as may be awarded by the arbitrator. The Company will pay the arbitration costs.

The dispute will be resolved by a single arbitrator, to be held in the state where Your employment was located, unless an alternative location is chosen by mutual written agreement of

the Parties. Applicable JAMS Employment Arbitration Rules & Procedures, including Optional Expedited Arbitration Procedures (“Rules”),¹ shall apply except as otherwise specified in the Agreement. In reaching his or her decision, the arbitrator shall apply the governing substantive law applicable to the parties’ claims and defenses and enforce the Company’s policies and procedures, as applicable. The arbitrator shall have the authority under the Rules to allow for and limit certain discovery and exchange of information prior to a hearing, including (but not limited to) production of documents, information requests, depositions and subpoenas. The Parties further agree that the arbitrator shall have the power to decide any motions (*e.g.*, summary judgment, motion to dismiss) brought by any Party to the arbitration prior to any arbitration hearing.

The arbitrator shall render a written decision and short form award within 60 days after the close of the arbitration hearing or at any later time on which the Parties may agree. The award shall be signed and dated by the arbitrator, and the decision shall contain express findings of fact and the basis for the award.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, but is required to be done under seal, except as otherwise prohibited law. The award may be vacated or modified only on the grounds specified in the Federal Arbitration Act or other applicable law.

Except as otherwise prohibited by law, failure to initiate arbitration within one (1) month of the completion of Step Two of the Program, or during such other time as has been mutually agreed upon in writing by the Parties, shall constitute a waiver of any claims that the Parties may have against each other relating to the subject matter of the complaint or concern. The Parties acknowledge that this one (1) month period will allow sufficient time for either Party to assert any claims that it may have against the other Party, such that no unfair surprise will result from the expiration of this time period. Any Party may invoke final and binding arbitration before JAMS, pursuant to the procedures set forth in this Step Three, to enforce such a waiver.

III. THE TYPES OF CLAIMS THAT ARE COVERED BY THE PROGRAM

You and the Company agree that any past, current or future controversy or claim, both accrued and unaccrued between You and the Company that arise out of or relates in any way to Your employment relationship with the Company, the terms and conditions of your employment, or the termination thereof, including without limitation all employment related claims (except as noted in the subsequent paragraph) arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Equal Pay Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, the Family and Medical Leave Act, claims for retaliation under Section 922 of the Dodd-Frank Act, the Older Workers Benefit Protection Act, the Occupational Safety and Health Act, the Genetic Information Nondiscrimination Act, the California Fair Employment and Housing Act, the

¹ You may access the Rules on the Internet. (*See* <http://www.jamsadr.com/rules-employment-arbitration/>.) If for whatever reason you are unable to access these materials, please contact the General Counsel or Senior Officer of Human Resources who will provide you with a copy of the Rules.

California Family Rights Act, the California Labor Code (as it pertains to wages, hours and conditions of employment), any Wage Order promulgated by the California Industrial Welfare Commission, the California Equal Pay Act, or any other federal, state or local statute, ordinance, regulation or common law rule or decision regarding employment discrimination, civil rights, human rights, conditions of employment, or termination (including manner of termination) of employment, as the foregoing may from time to time be amended, and except as prohibited by law (each a "Covered Claim") must be submitted to the Program.

Arbitrable claims and rights covered by the Program do not include (i) claims for workers' compensation benefits; (ii) claims for unemployment compensation benefits; (iii) claims for benefits or money damages or attorneys' fees based upon the Company's current (successor or future) employee benefit and/or welfare plans (to the extent such plans contain an appeal procedure or administrative claim procedure for the resolution of disputes under such plans); (iv) claims for injunctive relief in aid of arbitration, including without limitation, issues related to the enforcement of the Invention, Non-Disclosure, and Non-Solicitation; and (v) claims that are legally prohibited from being subject to mandatory arbitration.

Further, this Agreement does not affect an employee's right to file a charge with, provide information to or participate in any proceeding initiated by a government agency, including, without limitation, the Securities Exchange Commission, Equal Employment Opportunity Commission and/or other state or local fair employment practice agencies and/or the National Labor Relations Board. However, if an employee would otherwise have a right to assert or file a civil action concerning any Covered Claim submitted to a state or federal agency, binding arbitration will be the sole and exclusive forum for pursuing any such claim or controversy (should informal efforts or mediation fail). This will be true notwithstanding the receipt of a right to sue letter or other similar communication. In addition, any relief obtained through this Program will be the exclusive individual remedy, and will constitute an accord and satisfaction of all individual damage claims.

The Arbitrator, and not a court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement, including without limitation disputes regarding the procedural or substantive arbitrability of any claim, any objections with respect to the existence, scope or validity of the Agreement, and any claim that all or any part of this Agreement is void or voidable. If the prohibition against class/collective action waivers (Section VI, below) is deemed unlawful, then such action may proceed forward in arbitration on a collective or class arbitration basis, the appropriateness of which shall be determined by the arbitrator.

If any part, terms or provision of this Agreement is declared or determined by the Arbitrator or any court of competent jurisdiction to be illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the validity of other provisions of this Agreement, and the illegal, invalid or unenforceable part, term or provision shall be deemed to be severable and not part of this Agreement.

IV. MUTUALITY OF AGREEMENT TO ARBITRATE

In agreeing to submit certain employment disputes for resolution by arbitration, you acknowledge that such agreement is given in exchange for rights or benefits to which you are not otherwise entitled—namely, your employment and continued employment with the Company and the more expeditious and confidential resolution of any such disputes. In exchange for your agreement to submit such disputes to binding arbitration, the Company likewise agrees to the use of arbitration as the sole and exclusive forum for resolving employment disputes covered by this Program. By signing this document, you and the Company each agree, except as otherwise prohibited by law, to arbitrate the disputes covered by this Program and waive any right to a jury trial or trial before a judge with respect to them. Accordingly, except as permitted by this Agreement or by law, neither you nor the Company will be permitted to pursue court action regarding claims that are subject to arbitration. This Agreement remains applicable even if you are no longer employed by the Company at the time its processes are utilized so long as the claim arose out of or pertains to your employment at the Company.

Adoption of the Program and an employee's use of the Program will not affect any Covered Employee's status as an at-will employee, and will not limit or affect the Company's ability to engage in reductions in force, or to take disciplinary or other personnel action with respect to a Covered Employee.

V. CLASS/COLLECTIVE ACTION WAIVER

You and the Company agree that all claims must be pursued on an individual basis only. By signing this agreement, you waive your right to commence, or be a party to, any class, collective or representative claims or to bring jointly any claim against the Company with any other person, except as provided in the paragraph below.

The Parties agree any claim can be pursued, but only on an individual basis, except the lack of co-plaintiffs shall not, in and of itself, be a bar to pursuit of a pattern and practice claim. In addition, nothing herein limits your right and the rights of others to collectively challenge the enforceability of this agreement, including the class/collective action waiver. While the Company will assert that you have agreed to pursue all claims individually in the arbitral forum and may ask a court to compel arbitration of each individual's claims, to the extent the filing of such an action is protected concerted activity under the National Labor Relations Act, such filing will not result in threats, discipline or discharge.

VI. OTHER IMPORTANT INFORMATION

Given the nature of the subject matter, confidentiality is a central component of this Program. Except as prohibited by law, the arbitration proceedings and the information exchanged or submitted in such proceedings shall be treated in a strictly confidential manner and not disclosed to third parties. The parties agree to submit any disputes concerning confidentiality that cannot be resolved to the arbitrator prior to making any disclosures.

Company personnel are specifically prohibited from taking any retaliatory action against a Covered Employee who uses, or has sought to use, the Program. Any Covered Employee who

believes that he or she has been retaliated against for using the Program should immediately notify the Company's General Counsel or Senior Officer of Human Resources.

The Company reserves the right to prospectively amend or repeal the Program or this Agreement at any time, upon reasonable written notice. No such amendment or repeal will affect the applicability of the Program to Covered Claims that arose before the effective date of the amendment or repeal. This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of New York, unless otherwise agreed to by the Parties.

This Program supersedes any prior or contemporaneous oral or written understanding or policies on these subjects.

I KNOWINGLY AND FREELY AGREE TO THIS MUTUAL AGREEMENT TO ARBITRATE CLAIMS, WHICH OTHERWISE COULD HAVE BEEN BROUGHT IN COURT. I ACKNOWLEDGE AND AGREE THAT I HAVE CAREFULLY READ THIS AGREEMENT, HAVE ASKED ANY QUESTIONS NEEDED FOR ME TO UNDERSTAND THE TERMS, CONSEQUENCES, AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT I AM WAIVING ALL RIGHTS TO A JURY TRIAL. FURTHER, I HAVE BEEN ADVISED OF AND HAVE HAD AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF MY CHOOSING BEFORE SIGNING THIS AGREEMENT.

Accepted and Agreed:

Please Print Name

Date: _____



WeWork Management LLC
WeWork Companies Inc.

By: Jennifer Berrent
Title: General Counsel and Secretary
Date: November 9, 2015