OfficeList, LLC

Operator Terms & Conditions

PLEASE READ CAREFULLY: You must be an authorized representative to accept the terms and conditions contained in this agreement. This document is binding and should be read carefully and thoroughly. If you are not legally authorized to sign on behalf of your company, please contact us at 1-866-354-5478 or admin@officelist.com and have the legal representative or managing member available.

OfficeList: OfficeList, LLC is a Florida registered corporation, EIN 86-1095980, also referred to in this agreement as [OfficeList, OfficeList.com, us, we].

Operator: Company, person, or firm entering this agreement, also referred to as [you, Location, Center, office provider, provider, space, operator].

Lead: a client introduced to Operator by OfficeList, also referred to as [client, potential client, user, prospect].

Lead introduction: A LEAD IS INTRODUCED THE MOMENT THE LOCATION'S DETAILS ARE PRESENTED TO THE USER. Center details will be displayed on screen after user registers, a confirmation email will be sent to the user's email address and a notification email will be automatically sent to the provider. Receipt of the confirmation email, introduction will serve as a confirmation only and shall not be deemed as a qualification for an effective introduction to be made. Provider shall do its best effort to find out how the lead learned about its location and visit the site to update on the progress. Any potential tenant that contacts, visits and/or leases space in your location as a result of visiting the site will be classified as a lead referred to you by OfficeList and shall be subject to the commission structure detailed in the Commissions section below. Applies to all leads referred by OfficeList to Operator unless Operator is able to demonstrate to OfficeList's reasonable satisfaction within two (2) business days that it has previously been contacted by such through other channels other than an OfficeList referral.

Lead Acceptance: OfficeList will introduce a lead via email, phone or through the OfficeLisst.com online platform. Contact details will be displayed once operator clicks on Accept Lead on the OfficeList Operator platform. Not rejecting a lead after two (2) business days of introduction confirms acceptance.

Lead Rejection: When OfficeList introduces a lead to you and you have been in regular contact with prospect within the previous three (3) months, you must notify

OfficeList by way of update on OfficeList.com, or email no later than two (2) business days after introduction. Failure to do so confirms lead acceptance. OfficeList may request additional information such as original introduction or prior written contact with lead to confirm lead rejection.

Tour: a visit by a Lead to Operator's space.

Referral fee: 10% of the <u>all-inclusive service fees</u> paid by lead to operator exclusive of any tax (if applicable). This fee applies to any location owned or managed by operator listed or not on the OfficeList.com website. OfficeList may accept a higher referral fee from Operator if Operator offers the incentive or participates in the Premium Listing Program.

All-inclusive service fees: Amount payable by lead to operator during the first twelve (12) months from the start date of the agreement. These fees include use of space, services, such as furniture, Internet, phones and others, and any expansions or additional space or services procured during the initial twelve (12) months.

Invoice due date: Invoices are due upon receipt. Please pay within 7 calendar days of date issued. Invoices pending payment after 30 days may incur in interest charges at highest interest rate permissible by law and lead flow may be suspended until full payment is received.

Acceptable payment methods include:

- ACH transfers (Preferred Method of Payment).
- Credit Card (Processing fee of \$5.00 or 4%, whichever is higher will be payable by Operator).
- Check.

Lead Overturn: Upon Lead Rejection, if OfficeList organizes a tour at an Operator Location, such lead will be reassigned to OfficeList and a referral fee will be due when lead signs an agreement at any of the Operator's location. This includes tours on leads that have been previously referred by other sources and leads that have contacted the Operator directly.

Listing your Locations on OfficeList.com is free. There are no charges to upload your information on OfficeList.com. There are no monthly or annual fees. You will be billed if a potential client that is referred by OfficeList signs a service agreement or otherwise becomes a paying customer in any of your locations listed or not on OfficeList.com. Refer to Referral fee above for details.

This agreement starts on the date your information is approved by OfficeList and uploaded for public viewing and will be valid until either party terminates in writing. OfficeList reserves the right to cancel access to listings if referral fees are not paid within thirty calendar days of BC receiving a signed agreement from referred user, if the operator is not cooperative with lead management and reporting, or does not inform OfficeList of an agreement signing within five days. In the event your listing is suspended, all invoices will be due immediately and payable in full.

Updates: You agree to keep OfficeList up to date on progress of leads introduced and on changes of the terms of leads that have signed at one of your locations through an OfficeList introduction. You also agree to keep your listing up to date in regards to contact information, pricing, availability and features and pictures.

Accountability: OfficeList will have the right to request documentation in case of disagreement of fees due to OfficeList and/or acceptance or rejection of a lead referred by us. Examples of this documentation can include but are not limited to: Original referral or communication with disputed lead prior to OfficeList introduction, Copy of Signed Agreement with Lead, Invoice issued to lead to corroborate payment amount and equivalent referral fee due, Notice of termination stating the date lead will move out.

Sale or merger: In the event of a merger or sale of all or a substantial part of your assets, you must notify the new owners or partners of this agreement and the responsibilities within. All liabilities and invoices due to OfficeList are expected to be part of the sale and assumed by the new company or owner/s. If the new owners do not settle the open invoices within thirty days of merger or sale, the original owners will be liable for any current or future fees due. Future referral fees will be due for leads introduced by OfficeList following the conditions stated above.

This agreement will rule the relationship between OfficeList, LLC and Operator. By clicking on Accept Terms and Conditions and Create an Account, you are accepting the terms and conditions and are legally required to follow them. This agreement is additional to the Terms and Conditions on OfficeList.com and overrules any conflict or discrepancy between them. This agreement starts on the date you click on Publish, your information is approved by OfficeList and uploaded for public viewing and will be

valid until terminated by either party. Upon termination, all invoices are due immediately and any lead referred prior to termination will be subject to the terms described under the Referral Fees section.

Contact Information

If you have any questions regarding this Commercial Agreement, please contact OfficeList at: admin@officelist.com. We will respond promptly.

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