

Officelist.com
Commercial Agreement between
Officelist, LLC and Business Centers/Executive Office Suites

This agreement will rule relationship between Officelist, LLC [Officelist, Officelist.com, the site, us, we] and _____ [You, Location, Business Center, Center, BC, space]. By clicking on Send Registration, you are accepting the terms and conditions and are legally required to follow them. This agreement is additional to the Terms and Conditions on the site and overrules any conflict or discrepancy between them. This agreement starts on the date 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.

Registration

Listing your location on the site is free. There are no charges for registering or uploading your information on the site. There are no monthly or annual fees. You will be billed if a potential client that is referred by us signs a service agreement or otherwise becomes a paying customer in any of your locations listed or not on Officelist.com.

This agreement starts on the date your information is approved by OfficeList and uploaded for public viewing and will be valid for twelve months thereafter. OfficeList reserves the right to cancel access to listings if the commissions are not paid within thirty calendar days of BC receiving a signed agreement from referred user, if the BC does not update the status of applicants for over fifteen calendar days, 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.

Lead introduction

A LEAD IS INTRODUCED THE MOMENT THE BUSINESS CENTER DETAILS ARE PRESENTED TO THE USER. Business 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 BC. Receipt of the confirmation email/fax, introduction will serve as a confirmation only and shall not be deemed as a qualification for an effective introduction to be made. Business Center 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 signs a service agreement at 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 fee structure detailed in the Referral fees section below.

Lead rejection

If a user is introduced to you by Officelist.com and you already have knowledge of it, you must notify OfficeList by way of update on the site or email no later than Forty-Eight hours of introduction. Failure to do so will confirm your acceptance of the referral and a commission will be due when an agreement is signed. Please refer to the Section on Referral fees for a full description of the fees and procedures you are agreeing to. Not rejecting a lead within the initial Forty-Eight hours from introduction, will irreversibly entitle Officelist.com to a referral fee if a deal is reached.

OfficeList will have the right to request documentation in case of 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.

Lead Updates

You understand and agree to keep us updated on the progress of each and every lead referred by us. Every lead must be updated the same day a new communication or event

occurs and no lead can have a period of more than fifteen days without being updated. OfficeList.com reserves the right to suspend any listing if it considers proper updating has not been performed.

OfficeList employs different procedures for lead update. The site may automatically email you an inquiry when nearing expected move in date. Our Account managers may contact you by either email or phone to request an update on a specific lead or to provide updated information on a lead's search. You are agreeing to respond to these update requests in a timely fashion. Failing to update the leads' status may result in suspension or deletion of your listing. We will also contact the leads directly to inquire on their search progress.

Referral fees

If a potential client (lead) that is referred by us signs a service agreement or otherwise becomes a paying customer in any of your locations, listed or not on OfficeList.com, this deal is subject to a referral fee paid by You to OfficeList. All referral fees are due upon receipt. We will invoice you for every lead that has signed an agreement at your center for the period of time the agreement was signed for based on the fee structure explained below. Non-inclusion of any fee entitled to us will not constitute waiving of fees or discounts. Invoicing must serve as a guide but it is your responsibility to pay all due referral fees within the times stipulated in this agreement.

Referral fees will be as follows:

10% of the aggregate fees that the referred lead has contracted to pay you, up to a maximum term of twelve months. Virtual Office/Corporate Identity packages will also generate a 10% fee. Fees will apply whether payment is on an hourly, daily, weekly, monthly or annual basis. In the event a lead referred by us signs an agreement at your location or any location managed or owned by you, listed or not on our site, a referral fee will be due as per the terms of this agreement.

You will continue to pay OfficeList the specified referral fee for any agreement renewals, so long as the combined initial and renewal terms for each specific space do not exceed twelve months. OfficeList will only be paid for the first twelve months of the combined agreements. You are responsible to inform OfficeList of any changes in the agreement so we can adjust our invoices accordingly. In the event a lease/contract suffers an early termination by a client, OfficeList will apply as a credit to your account any payments received but not honored by such client. The refund structure will be as follows; in the event a refund is issued, the credit will be applied in first instance to all pending or open invoices between OfficeList and the Business Center, secondly if any credit remains after that, it will be left and applied on the account as a credit for future deals.

NOTE: OfficeList reserves the right to cancel access to listings if the referral fees are not paid within thirty (30) calendar days of BC receiving a signed agreement from referred lead, if the BC does not update the status of applicants for over fifteen (15) calendar days, or does not inform OfficeList of an agreement signing within five (5) days. In the event your listing is suspended, all invoices will be due immediately and payable in full.

Client Referrals and Real Estate Brokers

Leads referred to us by Real Estate Brokers or other sources, will have the same treatment as leads that have arrived to us through our other several marketing efforts. You will pay the full referral fee to OfficeList and we will in turn share fifty percent of the total payment with the real estate broker. The broker shall not be discriminated against nor have fees reduced in any manner for being referred to you through Officelist.com.

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.

In the event of a merger or sale of all or a substantially part of your assets, you must notify the new owners 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.

Agreed to by:

Name: _____

Company: _____

Position: _____

Name: _____

Company: OfficeList, LLC

Position: _____

Signature Date

Signature Date