



THIS SERVICED OFFICES OPERATOR AGREEMENT is Between:

Listed offices FZE incorporated and registered in Sharjah Publishing City Company under License NO 43707893.01, whose registered office is Business Center, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates, (LISTEDOFFICES.COM) AND THE OPERATOR:

WHEREAS, the purpose of this Referral Agreement is to compensate Listed Offices FZE for referring Clients (defined below) to (“Operator”). Upon successful referral, Operator shall pay to Listed Offices a Referral Fee (defined below, Commission section 3). For the purpose of this Referral Agreement, “Client” shall mean any individual or entity that enters an Agreement for Provider’s office space.

1- DEFINITIONS:

The following definitions and rules of interpretation apply in this agreement:

1.1 Websites-Include:

- a) www.listedoffices.com;
- b) Any white label websites or white label mobile applications powered by Listed offices.
- c) The websites, mobile applications or intranets of any Third-Party Partners.
- d) Any other websites or mobile applications owned, licensed or powered by Listedoffices.com

1.2 Work Space: Such space owned, rented or licensed or otherwise operated by the Operator that is designated by the Operator for hire as meeting space, office space or for any other business purpose and includes any virtual office services.

1.3 Commission: The commission payable to the Operator under clause 3.

1.4 Operator: The person wishing to advertise Work Space and Services on the Websites and to receive leads or introduction customers.

1.5 Fully Inclusive Rent:

- a) Means the amount payable by the Customer to the Operator during the duration of the contract from the start date of the Customer Contract, including expansions or additional space procured that occur in the duration of the contract.
- b) Introducing/Introduction/Introduced: Means all referrals of Customers made by Listed Offices to the Operator giving rise to Customer Contracts, unless the Operator is able to demonstrate to the reasonable satisfaction of Listed offices, within 2 Business Days' of a referral, that it has previously been contacted by such person other than through a Listed Offices referral. Any viewings arranged by Listed Offices shall be automatically deemed to be introductions giving rise to Commission payments; this includes viewings arranged superseding referrals by other brokers;

1.6 Listed offices: Means Listed Offices website registered under Listed offices FZE (a company registered in Sharjah under License NO 43707893.01, whose registered office is Business Center, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates

1.7 Sale: Means the entering into by the Operator of a binding contract for the sale of the majority of its shares or assets.



1.8 Services: Means lead generation and serviced office brokerage services.

2- APPLICATION OF TERMS:

- 2.1 These terms and conditions shall govern all Services provided by Listed Offices to the Operator to the exclusion of all other terms and conditions, to the maximum extent permitted by law.
- 2.2 Each Introduction of a Customer to the Operator by Listed Offices shall be deemed to be subject to these terms and conditions and any contract entered into between the Operator and a Customer so Introduced shall give rise to an obligation to pay Commission in accordance with clause 3 below.
- 2.3 The Operator agrees that it shall not unreasonably reject any Introduction.

3- COMMISSION:

In consideration for Listed Offices Introducing Customers to the Operator, the Operator will pay Commission to Listed Offices in accordance with this clause 3:

- 3.1 Immediately upon execution and delivery of an Agreement, Operator shall pay to Listed Offices a referral fee equal to 10% of the Agreement value based upon the total contracted rent value, regardless of the length of the Agreement.
- 3.2 Expansion Fee. In the event of an amendment of an Agreement resulting in an increase in the office space provided to Client, Operator shall pay an expansion fee to Listed Offices of 10% fee for the total contracted rent value of the amendment ("**Expansion Fee**"). The Expansion Fee is due immediately upon execution of the amendment. Amendment shall include entry into any agreement that expands the amount of office space occupied by a Client, regardless of whether or not it is explicitly described as an amendment of the Agreement ("**Expansion Agreement**"). The Expansion Fee is due immediately upon execution of the Expansion Agreement.
- 3.3 Renewal Fee. In the event of a renewal of an Agreement or Expansion Agreement ("**Renewal Agreement**"), Operator shall pay a renewal fee to Listed Offices ("**Renewal Fee**"). The Renewal Fee shall be 10% of the contracted rent value of the Renewal Agreement. Renewal shall include entry into any agreement that encompasses all or part of the office space that was previously subject to an Agreement or Expansion Agreement, regardless of whether or not it is explicitly described as a renewal of the Agreement. The Renewal Fee is due immediately upon execution of the Renewal Agreement.
- 3.4 An invoice will be raised by Listed Offices for the Commission and any applicable VAT on the earlier of **a)** signing of a Customer Contract or **b)** a deposit being paid by the Customer or **c)** the Customer taking occupation ("Conclusion"). Subject to clause 3.7, the Operator agrees to pay Listed Offices using an Acceptable Payment Method within 7 days of the date of the invoice (the "Due Date"); The Commission is payable in full on the Due Date.
- 3.5 For virtual contracts with an indefinite time period the brokerage fee is 10% of the 12 first months.
- 3.6 In the event of a sale, an Event of Insolvency or a Customer account being referred to Listed Offices' legal department for non-payment, all Commission payable in accordance with this clause 3 shall become immediately due and payable in full.
- 3.7 In the event that the Operator fails to pay on the Due Date any amount which is payable to Listed Offices under these terms and conditions then (without prejudice to any other right or remedy of Listed Offices) Listed Offices shall be entitled to charge interest on the amount outstanding from the Due Date until payment is made in full

both before and after any judgment at 8% per annum.

- 3.8 Failure by the Customer to pay any of the Operator's charges following Conclusion shall not relieve or excuse payment of the Commission by the Operator.
- 3.9 In the event that the Operator reasonably disputes any invoice delivered to it in respect of Commission, or any element of any such invoice, then the Operator will pay the undisputed element of such invoice on the Due Date for payment and may only withhold payment of the disputed element of such invoice. Once the parties have reached agreement in relation to a disputed element of an invoice such disputed element of the invoice shall become payable within 5 Business Days of any such agreement.

4- LIMITATIONS, EXCLUSIONS AND INDEMNITY:

- 4.1 All warranties, conditions and other terms implied by statute or common law shall be excluded to the maximum extent permitted by law and Listed Offices shall have no liability for any claim between the Operator and a Customer.
- 4.2 Subject to clause 5.1, neither Party will be liable to the other Party whether in contract (including under any indemnity), in tort (including negligence), under a warranty, under statute, by means of strict liability or under any other legal theory for:
- 4.2.1 any indirect, special or consequential loss or damage; or
 - 4.2.2 any loss of profits, turnover, data, business opportunities, contracts, anticipated savings, wasted expense or damage to goodwill (whether direct or indirect); or
 - 4.2.3 any punitive or exemplary damages.

Even if such loss or damage was reasonably foreseeable or a party had been advised of the possibility of the other party incurring the same.

- 4.3 Notwithstanding clause 5.1, the total aggregate liability of Listed Offices to the Operator for each and every event arising under or related to these terms and conditions or the Customer Contract shall at all times be limited to the amount of Commission received by Listed Offices.
- 4.4 The Operator will continue to be liable under clause 5 after the termination or expiry of these conditions if the breach occurred while the conditions were in full force and effect.

5- TERMINATION:

Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- 5.1 The other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment.
- 5.2 The other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.
- 5.3 Any Customer Contract entered into following termination, between the Operator and a Customer Introduced by



Listed offices prior to termination, shall give rise to the payment of Commission in accordance with Clause 3 as if these conditions continued to apply.

- 5.4 If a business centre (or a group or part of a group of business centres) of the Operator is sold to a new owner(s) it is the Operator's responsibility to advise Listed Offices in writing and ensure that the New Owner is aware of all Commission payments due;
- 5.5 All liabilities & obligations to Listed Offices will form part of the sale, thereby obligating the New Owner to pay all Commission and any other payments to Listed Offices; and
- 5.6 The Operator agrees to indemnify Listed Offices in full with regards to any Commission or further any other payments due to Listed Offices arising out of or in connection with the Operator's or the New Owner's failure to comply with this clause.

6- GOVERNING LAW:

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of UAE.

7- ENTIRE AGREEMENT:

- 7.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7.2 Each party acknowledges that in entering into this agreement it does not rely on, and will have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 7.3 Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 7.4 Nothing in this clause will limit or exclude any liability for fraud.
- 7.5 Listed Offices reserves the right to market all listed properties on partner and affiliate websites that market office space to potential office users. Listed offices is not responsible for the content or availability of any third-party websites.
- 7.6 The company reserves the right to amend these Terms & Conditions at any time by giving the operator advance written notice.