



Real Estate Agent/Broker Referral

Licensed Real Estate Agents

Compass Offices will pay a commission to licensed real estate agents or brokers for each successful referral that (i) are not in any way whatsoever previously known, affiliated or related to Compass Offices (each a "prospect") and (ii) result in the execution and fulfillment of a service agreement ("Service Agreement") between Compass Offices and such prospect.

This Referral Policy is restricted to real estate agents and brokers who are properly licensed in the respective jurisdiction, and does not extend to any other individual or entity whatsoever.

Commission

A successful referral, as outlined above, will result in a commission of ten percent (10%) of office revenue to be paid to the undersigned agent/broker based on the terms of the Service Agreement executed between Compass Offices and the prospect; provided, however, that the commission (i) will only be derived from office revenues to be paid up to the first twelve (12) months of any agreed term, or for the period of time up to the first break, whichever comes first, and (ii) shall not include revenues to be paid from any renewals or expansions. No further commission can be claimed by the agent/broker for any office revenue realized beyond said first twelve (12) months or the first break, even if the break clause is not exercised, or the Service Agreement otherwise remains in effect. No commission or other compensation whatsoever shall be payable to the agent/broker if execution of a Service Agreement fails to close for any reason whatsoever.

The commission outlined herein is treated separately and not in conjunction with any other incentive programs Compass Offices may offer from time to time. Unless otherwise agreed by Compass Offices and the agent/broker, the commission represents the sole compensation to which the agent/broker is entitled in connection with any activities or transactions contemplated by this Referral Policy.

Commission Determinations

No commission shall be due or payable if Compass Offices does not approve of the prospect or approve of the form and content of any proposed Service Agreement. Such approval is within the sole and absolute discretion of Compass Offices. Any determination to be made based on this Referral Policy, including, without limitation, any conflict concerning whether the agent/broker has had active involvement in, and direct influence on, the relevant prospect's actions, or which agent/broker, if any, is owed the commission, will be resolved by Compass Offices, who will have final say.



Payment of Commission

Compass Offices will use reasonable business efforts to pay the commission within fifteen (15) business days of the date provided all of the following are completed: (i) receipt by Compass of a fully executed Service Agreement; (ii) receipt by Compass of payment in full of the initial Compass Office invoice (i.e., pro-rated first month fee plus security deposit); and (iii) occupation of the agreed offices by the prospect pursuant to the terms of the Service Agreement. Failure of Compass Offices to make this commission payment within such 15 working days shall not constitute a breach of this contract, and Compass Offices shall not incur any liability or penalties for payments made after said 15 business days.

The commission for each successful referral will be capped at USD\$75,000 (or the US\$ equivalent in the relevant jurisdiction and currency according to current market exchange rates on the date of execution of the Service Agreement) unless otherwise agreed in writing.

Each commission will be paid to the agency or brokerage company and not to any individual or team. It is the responsibility of the agent/broker to ensure correct payment information is provided.

Required Documentation

Within 10 days of execution of the relevant Service Agreement, agent/broker must provide Compass Offices with (i) proof of a valid agency or brokerage license and (ii) a certification identifying the agent/broker as the sole procuring agent/broker of such transaction, or any other agency, brokerage, or individual with whom the agent/broker dealt in connection with such transaction. If Compass Offices does not receive all such required documentation within 10 days of execution of the Service Agreement, said Service Agreement shall remain in full force and effect, but the commission shall be considered forfeited and void. The agent/broker agrees to indemnify and hold Compass Offices harmless from and against any damages, costs and expenses (including reasonable attorneys' fees) suffered by Compass Offices by reason of agent/broker's breach of the representations contained in such required documentation.

Referral Process

Referrals from real estate agents or brokers must go through a member of the Compass Offices Sales Team. Should two or more agents/brokers refer the same prospect, Compass Offices will only accept the first referral received in writing (as determined based on Compass Office's sole discretion).

Compass Offices reserves the right to reject a referral should a prospect have applied directly to Compass Offices.



Indemnity

The agent/broker shall indemnify and hold harmless Compass Offices, its partners, officers, employees, affiliates, and agents from and against any and all loss, cost, damage, claim, liability and expense (including court costs and attorneys' fees) arising out of any act or omissions, negligent or otherwise, of agent/broker in connection with any activities or transactions contemplated by this Referral Policy.

Agent/Broker Authority

The agent/broker (i) is not authorized to assume or create any obligation, liability, or responsibility, expressed or implied, on behalf of or in the name of Compass Offices or any of its affiliates or to bind Compass Offices or any of its affiliates in any manner whatsoever; (ii) shall not hold itself out as an agent or legal representative of Compass Offices or any of its affiliates; and (iii) shall not have the right to assign its rights and obligations hereunder to any third parties. Nothing contained in this Referral Policy or in the relationship of Compass Offices and agent/broker shall be deemed or construed as a partnership, joint venture, employer-employee or principal-agent relationship or any other similar relationship.

Miscellaneous

Submitting a referral to Compass Offices denotes the acceptance of the terms and conditions of this Referral Policy.

Compass Offices reserves the right to amend or terminate this Referral Policy at any time without prior notice.

The invalidity or unenforceability of any provision of this Referral Policy or any parts thereof, as determined by a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision hereof or other parts of that provision.

This Referral Policy constitutes the entire agreement between the parties hereto, with respect to any fee, commission or other compensation to be paid to agent/broker by Compass Offices or any Compass Office affiliate, and supersedes all prior or contemporaneous agreements, understandings, proposals and other representations by or among the parties, whether written or oral, all of which are merged herein.

This Referral Policy is subject to all applicable local laws. In the event that any of the terms and/or conditions contained in this Referral Policy are in conflict with any applicable local law(s), such local law(s) shall prevail, without limitation.

I agree to and accept this Referral Policy:

Company Name:

Name:

Title:

Signature:

Date: / /