



## **REFERRAL PROGRAM TERMS AND CONDITIONS**

Subject to these terms and conditions, Plexpod will compensate individuals or entities (i.e. The “**Referrers**”), for each qualified submission of individuals or entities (i.e. The “**Referrals**”) that results in the execution of a Plexpod Membership license agreement. For the purposes of this document, these entities or individuals are considered as either “**Referrers**”, those making the submission, or “**Referrals**”, as those being submitted for Plexpod membership.

### **A QUALIFIED REFERRAL**

Subject to these terms and conditions, for any Referral (i.e. person or entity) to be considered a qualified referral, such Referral must:

- a) sign a membership agreement with a Plexpod facility no later than Sixty (60) days from the original date of submission via the Plexpod online Referral Profile Submission Form;
- b) not be a current or previous member of Plexpod;
- c) not have previously inquired of Plexpod for membership, or otherwise been referred by another party 90 days prior to the current submission;
- d) not be an affiliate or subsidy of the entity making the referral or share the same ownership as the entity submitting the referral.

If a Referral is referred more than once, Plexpod will honor the submission received first, unless an exclusive agreement (e.g. broker agreement) exists between the Referred entity and one of the Referrers (e.g. broker, agent, etc).

### **THE REFERRAL PROCESS**

To be eligible to receive the Referral Fees describe herein, you must accept these terms and conditions. Introductions may be submitted by submitting a Referral Profile Submission Form at <http://plexpod.com/referral-submission-form/>, and entering all required information on the form.

A separate single Referral Profile Submission Form must be submitted for each prospective Member Referral. Incomplete Referral Profile Submission Forms will be considered ineligible and rejected without notice. The Referral and Referrer must acknowledge their consent of the referral submitted, and believe in good-faith that the Referral indeed desires to become a member of the Plexpod community.

A Referrer may submit a Referral only once. Any such exceptions as may be granted by Plexpod will be on a case by case basis and at Plexpod's sole discretion.

Following a completed submission, Plexpod personnel will contact the Referral confirming the receipt of the submission unless otherwise instructed to contact you, the Referrer, first. By agreeing to these terms and conditions, you hereby represent that you have obtained consent from the Referral to send their contact information to Plexpod for the purpose of participating in this Referral Program with Plexpod and described in these Terms and Conditions. The Introduced Referral will have the opportunity to inform Plexpod that it is not looking for a Plexpod membership, and/or it has not given authorization for the submission. If the Referral informs Plexpod that it has not given authorization for the submission, the Referral will not be eligible for the Fee even if such Referral eventually becomes a Plexpod Member.

## **SUBMISSION & REGISTRATION**

Upon completion of your first successful Referral Profile Submission Form, you will be required to register and provide Plexpod the following; a) your contact information, b) your business affiliation, c) your payment information, and d) a completed W-9 form.

For those Brokers and Agents agreeing to these terms and conditions, you hereby represent that you are a licensed broker in your state of residence. No Fees will be eligible for payment until the requested information has been completed and returned to Plexpod.

Only referrals submitted via the Plexpod Referral Profile Submission Form will be accepted. Verbal, email, telephone, and written referrals are appreciated, but will not be accepted unless time and date stamped via the Referral Profile Submission Form process.

***Real Estate Broker & Agent client agreements supersede all other referrals.***

## THE FEES

Subject to these terms and conditions, Plexpod will pay a fee for qualified referrals equal to an established percentage or portion of the Monthly Base Membership Fee as identified in the Referral's membership agreement. Fees will only be paid once the deposit and first month's Base Membership Fee is paid in full by the Referral and received in full by Plexpod.

There are three categories of Referrers that will be paid. **Registered Brokers & Agents, Current Plexpod Members, and Friends of Plexpod.**

These categories represent the typical referral processes by which Plexpod most often receives introductions of prospective Members.

Plexpod seeks to acknowledge the Real Estate market by offering a fair rate of commission equitable to the expectations of registered agents who work on the behalf of clients. ***Real Estate Broker & Agent client agreements supersede all other referrals.***

Plexpod seeks to acknowledge current Plexpod Members in good-standing who champion our community and invite other qualified individuals and companies to join the Plexpod community.

Plexpod seeks to acknowledge the numerous Friends of Plexpod who casually introduce and recommend prospective members to Plexpod.

### BROKER & AGENT REFERRAL FEES

Registered Brokers and Agents with formal consent of representation of the Referral, and who complete a Referral Profile Submission Form (<http://plexpod.com/referral-submission-form/>) according to these terms and conditions herein will be paid referral fees as follows;

MEMBERSHIP TERM	FEE PAID	FEE CYCLE
Month to Month	10%	Quarterly
Up To (Or First) 12 Months	10%	Up Front
12-24 Months	6%	Quarterly
25-36 Months	2%	Quarterly
> 36 Months	TBD	TBD

## CURRENT PLEXPOD MEMBER REFERRAL FEES

Current and active Plexpod Members with the expressed knowledge and consent of the Referral, and who complete a Referral Profile Submission Form (<http://plexpod.com/referral-submission-form/>) according to these terms and conditions herein will be paid referral fees as follows;

MEMBERSHIP TERM	FEE CREDITED	FEE CYCLE
Open Desk	One-Month's Equivalent*	Up Front
Dedicated Desk	One-Month's Equivalent	Up Front
Private Office	One-Month's Equivalent	Up Front
Team Space	One-Month's Equivalent	Up Front

.. \* Plexpod Members in good-standing will receive one-months equivalent of their Referral's beginning Base Membership Fee credited to their account. Referring Plexpod Members who are part of an existing Plexpod Team Space membership will be credited via their Team Membership account. Plexpod is not responsible for how a Team, or a Team's management, chooses to, or not to, utilize this credit and otherwise compensate individual Team Members.

## FRIEND REFERRAL FEES

Friends and Family of Plexpod Members and personnel with the expressed knowledge and consent of the Referral, and who complete a Referral Profile Submission Form (<http://plexpod.com/referral-submission-form/>) according to these terms and conditions herein will be paid referral fees as follows;

MEMBERSHIP TYPE	FEE PAID	FEE CYCLE
Open Desk	\$75 Gift Package	Up Front
Dedicated Desk	\$150 Gift Package	Up Front
Private Office	\$250 Gift Package	Up Front
Team Space	\$350 Gift Package	Up Front

Plexpod provides no assurances for how long the term is of any particular membership agreement. The Referrer will receive a Fee for the duration of the Referral's initial membership agreement term. In the event that the termination of a Plexpod membership agreement results in an overpayment of Fees by Plexpod, the amount equal to the original prepaid Fees less the adjusted Fees, due to the result of the shortened term of the Plexpod membership agreement, must be promptly returned to Plexpod. Fees will not be paid after any termination or any notice of cancellation of the Referral's Plexpod membership agreement.

If the Referral expands or decreases its Base Membership during the initial term of its Plexpod membership agreement, Fees on such decreases or expansions shall be recalculated by determining the amount of time left on the Referral's Plexpod membership agreement and adjusted accordingly as an increase or decrease in Fees.

In the event that such a reduction results in an overpayment of Fees by Plexpod, at Plexpod's option, the amount equal to the original prepaid Fees for the period less the adjusted Fees due to such reduction for the period will be either credited against future prepayments of Fees, or requested to be promptly returned to Plexpod by the Referrer.

Exceptions to these Terms and Conditions may be granted by Plexpod on a case by case basis and at its sole discretion. Subsequent membership agreements signed by any Referral at additional Plexpod locations are not eligible for additional Fees, except as may be granted on a case-by-case basis by Plexpod and at its sole discretion.

Fees are paid for base membership fees only, not any other fees paid by the member (e.g. Resource Hours, Printing, Event Space, Staff Services, etc). Fees will also be adjusted to reflect any discounts agreed to for the Referral.

If the Referrer does not provide Plexpod with valid bank account and payment information, the Referrer will not be entitled to the Fees.

By agreeing to these terms you accept and agree that Plexpod will pay Fees owed in reference to the Referral's base membership fees, net of any discounts, automatically to the banking information provided. You, the Referrer will receive an email confirmation from Plexpod detailing the Fees and terms of the membership agreement, and you agree that such email shall serve as an invoice and record of transaction. If you do not receive such an email, please contact [referrals@plexpod.com](mailto:referrals@plexpod.com). Any disputes regarding fees must be communicated in writing to [referrals@plexpod.com](mailto:referrals@plexpod.com) within thirty

(30) days of receiving any payment from Plexpod. Failure to respond within such time period shall act as a waiver of any dispute regarding Fees described in such email.

The payment of Fees will be made only after the execution of the Referral's signed Membership agreement, and then within thirty (30) days of the Start Date identified in the Referral's membership agreement; unless the Referral fails to pay in full the deposit and initial month's Base Membership Fee due under such Referral's membership agreement, or if Referral terminates the membership agreement prior to the Start Date, or within 30 days of the Start Date specified therein.

Should the Membership agreement incur an expansion, the payment of any lump sum Fees will be made within thirty (30) days of the Referral's signing for such Expansion. Quarterly Fees will be paid no later than one month following each full calendar month of fully paid occupancy by the Referral.

## **MISCELLANEOUS**

The entity known as Plexpod, for the purposes of these terms and conditions, might vary based on the specific Plexpod location or facility. The relevant entity that you enter into this agreement with is known in these terms and conditions as Plexpod (e.g. "we," "our," "us"). All such fees will be paid to you in the same currency paid by the Referral pursuant to the applicable membership agreement.

Plexpod reserves the right in its sole discretion to make any determination under these terms and conditions, including, without limitation, the determination of your eligibility, a qualified introduction and the amount and payment of Fees. If Plexpod determines, in its sole discretion, that you have violated these terms, you will not be eligible for the Fees and Plexpod reserves the right to disqualify you from the Referral Program, and/or further participation. Nothing in these rules grants you or any other party any right, title or license to use any of Plexpod's trademark or other intellectual property rights. By submitting Referrals, you are not deemed to be an employee or agent of Plexpod. You will not act as an agent of Plexpod nor are you entitled to make any commitments on behalf of Plexpod. Plexpod reserves the right to amend these rules at any time without prior notice.

## **CONSENT OF INFORMATION**

Plexpod may transfer personal information collected by us and make it available to our personnel, advisors, professionals, subcontractors, consultants, and any external third party services providers and/or affiliate.

## **RESOLVING DISPUTES**

Any dispute arising out of these terms, including any non-contractual disputes, will be governed by and interpreted according to the laws of the State of Kansas, without giving effect to its principles or rules of conflict of laws.

Any claim, excluding injunctive claims or equitable relief claims, shall be resolved through the binding non appearance based arbitration initiated through the American Arbitration Association (AAA). The AAA Rules are available online at [www.adr.org](http://www.adr.org) or at 1-800- 778-7879. In any such arbitration, the parties and AAA must comply with the following rules: a) the arbitration shall be conducted via telephone, online or be solely based on written submissions; b) the arbitration shall not require personal appearances by the parties or witnesses unless mutually agreed to by the parties involved; c) the arbitrator may award injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim; and d) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Nothing in this agreement shall prevent either party from seeking remedies in small claims courts of competent jurisdiction, or from seeking injunctive relief in any court of competent jurisdiction.

## **CLASS ACTION WAIVER**

Any proceedings to resolve or litigate any dispute subject to arbitration under the foregoing terms and conditions will be conducted solely on an individual basis. Neither Referrers, nor Plexpod will seek to have any such dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.

If you have questions or comments, email us at [referrals@plexpod.com](mailto:referrals@plexpod.com).