

convene™

BROKER TERMS AGREEMENT



Broker Terms Agreement

Convene Broker Agreement

By executing this Broker Terms Agreement or submitting a Referral to Convene, you (the “Primary Broker”) agree to the application of this Broker Terms Agreement (this “Agreement”) to Referrals made by the Primary Broker.

Qualified Referrals. In accordance with the other terms of this Agreement, Sentry Centers Holdings LLC d/b/a Convene (“Convene”) shall pay the Referral Fee outlined in the Broker Referral Fees Form (as the same may be amended from time to time,) to the Primary Broker for Qualified Referrals. Qualified Referrals must meet all the following conditions:

- a. the Primary Broker submitting the Referral has complied with the Broker Registration and Submission of Referral sections below and is otherwise in compliance with the terms and conditions of this Agreement;
- b. the Referred Party must enter into a Convene Workplace Membership Agreement within three months of the Referral Date; provided that said three month period shall be extended for so long as the Referred Party and Convene are engaged in meaningful negotiations regarding the terms of the Convene Workplace Membership Agreement;
- c. the Referred Party must not be a subsidiary or affiliated entity of the Primary Broker, or under common control with the Primary Broker, or any co-broker of the Primary Broker;
- d. the Referred Party must not be a party to a current or prior (within the past three (3) months) Convene Workplace Membership Agreement within the same market as this agreement; and
- e. the Referred Party must enter into a Convene Workplace Membership Agreement for at least one of the Locations for which the Primary Broker has made a Referral for the Referred Party
- f. within the six (6) month period prior to the Referral Date, the Referred Party must not have contacted Convene regarding any Workplace offering for the Location where such Referred Party enters into the Convene Workplace Membership Agreement; and within the ninety (90) day period prior to the Referral Date, the Referred Party must not have attended a Convene event for the Location where the Referred Party enters into a Convene Workplace Membership Agreement.

Referrals for “Commons” membership are not eligible for Referral Fees.

Broker Registration. To be eligible for payment in accordance with this Agreement, the Primary Broker must have completed Convene’s Broker Registration Form located at www.convene.com/brokerterms.

Submission of Referrals. The Primary Broker shall complete the Broker Referral Form found at convene.com/refer under “Refer Now”, or otherwise as may be provided by Convene, for each Referred Party and for each Location. Only a single Convene Broker Referral Form should be submitted for a particular Referred Party in a given Location. Failure to complete all fields in the Broker Referral Form shall cause such Referral to be invalid and the Primary Broker shall not be entitled to any Referral Fee associated therewith.

Referrals to Multiple Locations. The Primary Broker may submit Referrals for a single Referred Party for no more than five (5) Locations. If Referrals for more than five (5) locations are made, then all such Referrals will be invalid and none will constitute Qualified Referrals, unless otherwise determined by Convene.

Note that eligibility for Referral Fees is city-specific, i.e., if one of your Referred Entities has already been introduced to Convene in a city that you have specified in your Submission, you won't be eligible for Fees for a Convene space taken by that Referred Entity in that city, but you may nonetheless be eligible for Fees for that Referred Entity in the other cities you specified in your Submission, so long as your Submission has met all other applicable requirements for a Referral.

Please note however that Convene will assume that you do not represent the Introduced Entity in cities not specified by you in your Submission, and you are not eligible to earn any Fees in any city in which you cannot prove active and direct representation of the Introduced Entity with respect to its Convene membership, regardless of whether such city is specified in your Submission. For example, you will not earn Fees for a Referred Entity's Convene membership in Los Angeles based on your representation of such Referred Entity in Boston if you were not involved in any way in the negotiation of that Referred Entity's membership in Los Angeles, even if you specified in your initial Submission that Los Angeles was a city of interest.

In the event that a Referred Entity is introduced more than once in a given city by different Brokers, we will honor the Submission we receive earliest (that qualifies for a Referral), unless a proven exclusive agreement exists between the Introduced Entity and one of the Brokers providing the introduction.

Contact with Introduced Entity. Following receipt of a complete Referral, unless otherwise instructed by the Primary Broker at the time the Primary Broker submits such Referral, a Convene representative may contact the Referred Party to confirm receipt of the Referral. If the Referred Party informs Convene that the Primary Broker was not authorized to submit the Referral, such Referral shall not be a Qualified Referral, and no Referral Fee shall be due to the Primary Broker. If the Referred Party informs that it is no longer interested in a Workplace Membership for a particular Location (or in the case of a Referral involving multiple Locations, the Location(s) the Referred Party indicates it is no longer interested in pursuing), such Referral shall not be a Qualified Referral, and no Referral Fee shall be due to the Primary Broker; unless such Referred Party executes a Workplace Membership Agreement at a later date with the direct and active representation of the Primary Broker.

In no event shall you make any representation, guarantee or warranty concerning Convene, any Convene products or services, or any of the terms or conditions of any Convene membership agreement, except as expressly authorized in writing by us. You shall indemnify, defend and hold harmless Convene and its affiliates and each of our and their directors, employees, officers, agents, and representatives (collectively, the "Convene Parties") against any claims, causes of action, proceedings, suits, liabilities, loss, costs, or damages (including without limitation reasonable attorney's fees) arising out of or related to your breach of the foregoing sentence.

All information related to a Referred Entity or Referred Entity's membership agreement, including without limitation the actual or proposed pricing and other terms thereof, shall be Convene's confidential information and may not, without Convene's prior written consent, be used for any reason or disclosed by Broker to any third party.

Communications between Convene and Broker. Communications related to this Agreement, the Referral Fee, or otherwise addressing matters related to the relationship between the Primary Broker and Convene must be directed to brokers@convene.com. Other Convene parties may, from time to time, contact the Primary Broker; however, no communication, oral or written, shall serve to amend, alter, or otherwise modify this Agreement or any other agreement that is a part of the Convene Broker Referral Program, or act as a waiver of any right or remedy of Convene relating to or arising hereunder or thereunder, unless provided in writing by the Convene Enterprise Sales Department, or such other duly authorized executive of Convene.

Broker's Representations. In submitting a Referral in accordance with this Agreement, the Primary Broker represents and warrants to Convene that:

- i. The Primary Broker or the entity with which the Primary Broker is associated is duly licensed as a real estate broker under the laws of the State or Commonwealth of the Location for which the Primary Broker makes the Referral;
- ii. the Referred Party has engaged the Primary Broker as the Referred Party's broker;
- iii. the Referred Party has consented to the submission of the Referral by the Primary Broker on the Referred Party's behalf; and
- iv. to the best of the Primary Broker's knowledge, no other broker has shown the relevant Location to the Referred Party (other than a party with whom the Primary Broker has established a co-brokerage relationship).

If Convene determines that the Primary Broker has breached any of the Primary Broker's representations and warranties, Convene's obligation to pay the Referral Fee shall immediately terminate, and the Primary Broker shall immediately repay to Convene any Referral Fee previously paid to the Primary Broker.

Broker Referral Fees. For each Qualified Referral, and subject to the other terms of this Agreement, and any other agreement that is a part of the Convene Broker Referral Program, the Primary Broker shall be paid the Referral Fee specified in the Broker Referral Fees Form. Payments will be made in accordance with the timing indicated in Schedule A, subject to the terms of this paragraph. Total Referral Fees due for the first 12 months of the Commitment Term shall be paid within sixty (60) days of the dual execution of Membership Agreement, provided that Convene shall have no obligation to make any such upfront payment to the Primary Broker if the Referred Party has failed to make all required payments to Convene as of the Commencement Date. Total Referral Fees due for the remainder of the Commitment Term shall be paid within sixty (60) days of the first day of the 13th month of the Commitment Term, provided that Convene shall have no obligation to make any such payment to the Primary Broker if the Referred Party has failed to make all required payments to Convene as of the date such payment is due. All payments shall be made by ACH deposit or wire transfer. The Referral Fee shall be payable for the initial term of the Convene Workplace Membership Agreement for a Qualified Referral and the first renewal or extension thereof (if any). Thereafter the payment of the Referral Fee shall terminate and no further amounts shall be due to Primary Broker from Convene for such Qualified Referral.

Payment

You must provide us with a valid bank account in order to be eligible for Referral Fees. Failure to provide bank information, and to keep such information up-to-date, may result in the delay or forfeiture of Referral Fees for which Convene will not be responsible.

By agreeing to these terms, you accept that Convene will pay Referral Fees automatically using the banking information provided by you. You will receive an email confirmation, setting forth the Referral Fees due and containing such other details as Convene may choose to include in its sole discretion, and you agree that such email shall serve as a valid invoice and record of transaction. If you do not receive such an email, please contact brokers@convene.com

All disputes regarding Referral Fees or any other payment amounts must be communicated in writing to brokers@convene.com or in response to such email received from Convene 5 business days. Failure to respond to the Convene

confirmation email within such time period shall act as a waiver of any dispute related to the amounts described therein.

Adjustment of Broker Referral Fees. As set forth in the Broker Referral Fee Form, the Referral Fee payable to Primary Broker is calculated as a percentage of Workplace Revenue.

To the extent that the Workplace Revenue for a Qualified Referral increases or decreases (i.e. if the party increases or decreases the amount of space or desks covered by its Convene Workplace Membership Agreement), the Referral Fee shall be calculated on the basis of such adjusted Workplace Revenue.

To illustrate, if in Month 1 of the Convene Workplace Membership Agreement Workplace Revenue is \$2,000, the Referral Fee for Month 1 would be calculated on the basis of Workplace Revenue of \$2,000. If Workplace Revenue increased to \$2,500 in Month 3, the Referral Fee for Month 3 would be calculated on the basis of Workplace Revenue of \$2,500. If Workplace Revenue in Month 6 dropped to \$1,500, the Referral Fee for Month 6 would be calculated on the basis of Workplace Revenue of \$1,500. If Convene has made an upfront or advance payment of the Referral Fee, and the Referral Fee actually payable is less than the Referral Fee paid up front or in advance, at Convene's option, the Primary Broker will either (i) refund to Convene the overpayment, or (ii) apply the overpayment to subsequent months Referral Fee payments.

Renewal

A "**Renewal**" occurs when a membership agreement has been re-signed by a Referred Entity before the termination of the Referred Entity's then-current membership term, for a new commitment term and (b) pertaining to the same physical space as set forth in such member's initial membership agreement.

Renewals are not eligible for Referral Fees under this Program if the applicable member had an initial commitment term of less than twelve (12) months.

For each successful qualified Renewal, Convene will pay you a Referral Fee equal to a percentage of the net Workspace Revenue in accordance with the Referral Fee structure in Schedule A. You must be in good standing in this Program at the time of execution of the renewal agreement in order to receive payment for Renewals.

Expansions

Convene will compensate Brokers when they are actively involved in a Referred Entity's successful expansion at their current Convene location ("**Internal Expansions**"), to new Convene locations within the same market ("**In-Market Expansions**"), and to new Convene locations outside the current market ("**Out-of- Market Expansions**") only if these expansions result in an increase in Net Workspace Revenue as compared to the original membership agreement.

In addition to any other requirements in these rules, to be eligible for Fees for any Expansions, Primary Broker must demonstrate (a) active representation of the entity in taking additional space with Convene and (b) that no other broker, individual or other entity is claiming Referral Fees for the same Expansion.

Referral Fees on In-Market Expansions shall be treated, and will adhere to, Schedule A. **Note: Referral Fees on In-Market Expansions only apply when the Referred Entity's current space either (a) remains consistent or (b) increases at the initial location.**

Referral Fees on Out-of-Market Expansions shall be treated as new transactions and, as such, follow the Schedule A. Further, an Out-of-Market Expansion may be treated as a termination of the previous agreement, if such expansion occurs prior to the end of the applicable Commitment Term, and as such, Referral Fees on such transactions may be subject to offset.

The maximum increase in the Referral Fee payable to the Primary Broker in conjunction with Expansions or Renewals (or a combination thereof) shall be 1% of Workplace Revenue. Referral Fees due for Renewal or Expansions shall be payable within sixty (60) days of dual execution of the renewal or expansion agreement, as applicable.

Transfers

In the event that a Referred Entity transfers to a new Convene office or location, Referral Fees due will be based on the Referred Entity's initial move-in date, not the date that the entity transfers to the new location.

There must also be no more than a 1-month gap between the entity's move-out date and the date of the entity's subsequent move-in back to Convene in order for the Primary Broker to continue to be eligible for Referral Fees under the initial Referral.

Returning Members

In the event that a Referred Entity moves out and later moves back into Convene, including transfers where the time period between move-out and move-in is greater than 1 month, you will not be entitled to Referral Fees unless (a) you can demonstrate active representation of the Referred Entity in moving back in to Convene, and (b) at least three (3) months from the date of the entity's initial move-out has elapsed. In the event that a Referred Entity moves back in within three (3) months of its initial move-out date, Convene will determine eligibility for Referral Fees in its sole discretion based on an analysis of the circumstances. The policy for returning members applies regardless of whether the member returns to the same or a different Convene location.

Termination of Referral Fees. Convene's obligation for payment of the Referral Fee shall immediately terminate if the Referred Party is in default of any of its obligations under the Convene Workplace Membership Agreement post any notice and cure period and such default is not cured or if the Convene Workplace Membership Agreement is terminated. Upon such a default or termination, Convene shall have no obligation to make any other payment to the Primary Broker with respect to said Referred Party. If the payment of the Referral Fee is terminated in accordance herewith, Convene shall provide prompt notice to the Primary Broker of the same.

Overpayment. If Convene has paid to Primary Broker a portion of the Referral Fee in advance or up front, and the Convene Workplace Membership Agreement is terminated prior to the completion of the period to which such upfront payment was to be applied, or in the event of any other overpayment, the Primary Broker shall promptly repay to Convene the excess amount paid by Convene. If the Primary Broker fails to promptly return such funds, Convene may offset any amounts owed to Convene from future payments to such Primary Broker, and such Primary Broker may be suspended or disqualified from the Broker Referral Program, in Convene's sole discretion. The foregoing shall be in addition to all rights and remedies Convene may seek in equity or law.

Overpayments may result from, but are not limited to, the following: termination of Convene membership agreements, reduction in office space or number of dedicated desks, calculation errors, fraudulent activity.

If the overpayment of Fees is due to the early termination of a Convene membership agreement, and you do not promptly return such funds to Convene, you will be subject to penalty pursuant to the Broker Strike rules described herein.

For example, if Convene has paid to the Primary Broker an upfront Referral Fee of nine (9) months in advance, and the

Referred Party's Convene Workplace Membership Agreement is terminated after six (6) months, the Primary Broker shall repay to Convene three (3) months of the Referral Fee.

Referral Fees shall be made to the Primary Broker only. Co-brokerage arrangements or payments are to be facilitated separately amongst the brokerage parties and Convene shall have no obligation of payment to any broker other than the Primary Broker for a Qualified Referral.

Relationship with Brokerage Firms

If a Primary Broker who successfully introduced a Referred Entity to Convene leaves their brokerage and still has Fees due, these payments may continue to be processed to the brokerage firm unless such Primary Broker notifies or instructs Convene otherwise. Convene is not responsible for any funds misdirected by Primary Brokers or brokerage firms. Convene pays individual Primary Brokers as instructed by such Primary Broker and takes no liability in the instance where a Primary Broker improperly diverts funds from a brokerage.

STRIKES AND DISQUALIFICATIONS

Primary Brokers who fail to comply with the terms of these rules may receive either a Strike (defined below) and/or other disciplinary action from Convene. While Primary Brokers may still be able to participate in this Program after receiving a Strike, subject to some restrictions and requirements, a Primary Broker cannot participate in the Partnership Program after being disqualified, unless Convene specifically revokes such disqualification in its sole discretion.

- a. Primary Brokers may receive a "Strike" if: a Referred Entity fails to pay Convene the agreed-upon service retainer or monthly membership fee when due, OR
- b. the Primary Broker fails to return any overpaid Referral Fees within 30 days of receiving notice of such overpayment.

If a Primary Broker has earned a Strike, all Referral Fees (including those relating to non-defaulting Referred Entities) to that Primary Broker will be withheld until either the Referred Entity or Primary Broker, as applicable, clears any and all existing balances with Convene. Convene has the right to offset any overpaid Referral Fees against Referral Fees owed to a Primary Broker.

Disqualifications An excessive number of Strikes may lead to a Primary Broker's disqualification from participation in this Program, as determined by Convene in its sole discretion. Furthermore, a Primary Broker may also be disqualified for reasons including but not limited to:

- Submitting false leads
- Providing incorrect information
- Misrepresenting Primary Broker's licensing or eligibility status
- Misrepresenting Primary Broker's relationship with Referred Entities or any other party
- Referring an entity with which the Primary Broker is affiliated or shares an interest or parent
- Misusing the Convene Member Network to solicit clients

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- Performing any fraudulent activities
 - Failing to comply with the terms of these rules

All Strikes and disqualifications are determined in the sole discretion of Convene.

Indemnity. You will defend, indemnify, and hold harmless the Convene Parties from and against any claim, cause of action, demand, suit, proceeding, damages, liabilities, loss, or costs, including without limitation reasonable attorney fees made or brought against the Convene Parties arising out of (a) your participation in this Program, (b) any breaches of your representation, warranties, or obligations hereunder or (c) the gross negligence or willful misconduct of you or your employees, representatives or agents.

GENERAL TERMS

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

Termination. Convene may, at its option, terminate these rules upon 30 days' written notice to the other party for any reason or for no reason whatsoever. These rules may also be terminated by Convene upon 15 days' written notice if the Primary Broker breaches these rules in any material respect and the Primary Broker fails to cure such breach within such 15-day period. Upon any termination or expiration of these rules, (i) Primary Broker shall immediately cease all promotion of Convene and Convene's products and services and shall immediately return to Convene, or at the option of Convene, destroy all materials provided by Convene hereunder; (ii) Convene may market, sell or provide products or services to any third party, without obligation to pay Primary Broker any Referral Fees; and (iii) except in the event of a termination by Convene for Primary Broker's breach, Convene will pay applicable Referral Fees in accordance with Schedule A for membership agreements which were executed prior to termination or expiration of these rules (to the extent the applicable Referred Entity continues to pay Convene the membership fees). Notwithstanding any termination or expiration of these rules, the following Sections, and any terms that by their nature would be expected to survive, shall survive and remain in effect: Overpayment, Reductions, Payment (to the extent any payment obligations remain outstanding), Relationship with Primary Brokerage Firms (to the extent any payment obligations remain outstanding), Communication, Warranties; Warranty Disclaimer, Limitation of Liability; Termination, and all General Terms. Any termination or expiration of these rules shall be without prejudice to any other rights or remedies available under these rules or at law.

Transfer of Personal Information

You consent that:

- (i) if you are US Based, we may also transfer the personal information collected by us and make it available to our personnel, advisors, professionals, subcontractors, independent consultants, external third party services providers, and our affiliates for the foregoing purposes. Some of these transferees may not be located in your country, and therefore your information may be transferred to countries that may or may not guarantee a level of privacy and data

protection that is equivalent to the level of privacy and data protection set by the laws in your country;

- (ii) if you are Non-US Based, we may also transfer the personal information collected by us and make it available to our personnel, advisors, professionals, subcontractors, independent consultants, external third party services providers and our affiliates for the foregoing purposes. We may transfer, and you consent to such transfer, of your personal data to members of our group based in the United States.

We will process your information in accordance with our Global Privacy Policy located at: <https://convene.com/privacy-policy/>

Exclusive Governing Law. The terms of this Agreement and the transactions contemplated hereby shall be exclusively governed by and in accordance with the law of the State of New York, U.S.A. and the United States, without regard to the conflicts or choice of laws provisions thereof.

Exclusive Venue. Except that either party may seek equitable or similar relief from any court of competent jurisdiction (and without the need for that party to post any security or bond in seeking such equitable or similar relief), any dispute, controversy or claim arising out of or in relation to this Agreement, or at law, or the breach, termination or invalidity of this Agreement, that cannot be settled amicably by agreement of the parties to this Agreement shall be finally settled exclusively in accordance with the arbitration rules of JAMS (f/k/a Judicial Arbitration and Mediation Services, Inc.) then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be the Borough of Manhattan, New York, New York, U.S.A. The parties hereby waive their right to trial by jury to the fullest extent permitted by law.

Proceedings; Judgment. The proceedings shall be confidential and in English. The award rendered shall be final and binding on both parties and non-appealable. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs and expenses of every kind in connection with the action, suit or proceeding, the collection of any award or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable. This Agreement shall be interpreted and construed in the English language, which is the language of the official text of this Agreement.

No Construction Against Drafter. No provision of the Agreement, or any other agreement that is a part of the Convene Broker Referral Program, shall be construed against any party, merely because that party drafted that provision or document.

Compliance with Law. The Primary Broker agrees to comply with all applicable laws, regulations, codes, ordinances, and administrative orders governing its participation in any transaction contemplated by this Agreement. The Primary Broker has or will make all disclosures required to be made by the Primary Broker in accordance with law. Convene and the Primary Broker acknowledge that it is illegal to refuse to display, refuse to lease to or from, or refuse to sell to any person based on one's membership in a protected class, e.g.: race, color, religion, national origin, gender, sexual orientation, ancestry, age, marital status, physical or mental handicap, familial status, or any other class protected by applicable laws.

Limitation of Liability. CONVENE WILL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THESE RULES OR OTHERWISE RELATED TO THIS PROGRAM OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, AND CONVENE'S LIABILITY SHALL NOT EXCEED THE REFERRAL FEES PAYABLE BY CONVENE TO PRIMARY BROKER FOR AN APPLICABLE REFERRAL DURING THE 6 MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

Convene Trademark and Materials. Primary Broker shall not distribute any materials about Convene or its products or services

unless and until such materials have been approved in writing by Convene, and once approved, may only be used in the form and manner approved by Convene.

Subject to the terms and conditions of these rules, Convene hereby grants Primary Broker a revocable, non-exclusive, non-transferable, royalty-free license during participation in this Program to use Convene's logos or trademarks ("**Convene Marks**") solely (a) for the purpose of promoting, advertising, and marketing Convene's products and services in accordance with these rules and (b) in the forms authorized by Convene and in compliance with Convene's trademark guidelines as provided by Convene as may be updated by Convene from time to time. All uses of Convene's trademarks and logos shall be subject to Convene's prior written approval in each instance.

Primary Broker may not use the Convene Marks in any way that disparages or tarnishes Convene or its business. Convene may inspect any materials or content that contain any Convene Marks, and upon the request of Convene, Primary Broker shall immediately remove all such materials that are unacceptable to Convene (in Convene's sole discretion) or modify all such materials to become acceptable to Convene. Nothing contained in these rules shall be construed to vest in Primary Broker any right, title, or interest in or to the Convene Marks or in the goodwill now or hereafter associated therewith, and all goodwill generated from Primary Broker's use of the Convene Marks shall inure to the sole and exclusive benefit of Convene. Except for the limited rights and licenses expressly granted hereunder, no other license is granted and no other use is permitted.

Primary Broker will not make any public announcements relating to this Program or the terms hereof without the prior written consent of Convene.

Assignment

These rules and the rights and obligations herein may not be assigned or transferred, in whole or in part, by Primary Broker without the prior written consent of Convene. Any assignment in violation of this provision is void and without effect. Convene may freely transfer these rules to any third party without Primary Broker's consent. In the case of any permitted assignment or transfer of or under these rules, these rules or the relevant provisions shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties hereto.

Miscellaneous

Notices under these rules shall be sufficient only if in writing and sent by confirmed email to brokers@convene.com, in the case of Convene, or the email address Convene has on file, in the case of Primary Broker. Primary Broker shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the U.S. Department of Commerce, and any other applicable U.S. and foreign agency or authority. Headings and captions used in these rules are for convenience only and are not to be used in the interpretation of these rules. In any action or proceeding to enforce rights under these rules, the prevailing party shall be entitled to recover its reasonable costs, expenses and attorneys' fees. If any provision of these rules is held to be invalid, illegal or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that these rules otherwise remain in full force and effect and enforceable. These rules constitute the entire agreement between the parties relating to the subject matter hereof and supersede all proposals, letters of intent, memoranda of understanding, or discussions, whether written or oral, relating to the subject matter of these rules and all past dealing or industry custom. No provision of, right, or privilege under these rules shall be deemed waived unless such waiver is in writing and executed by both parties. No waiver by any party of any breach or default of any provision of these rules by the other party shall be effective as to any other breach or default, whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to the date of such waiver. These rules may only be modified by an instrument in writing duly executed by both parties.

DEFINED TERMS

“Broker Referral Fees Form” means those terms and conditions addressing the Referral Fee payable to the Primary Broker attached hereto as Schedule A, and as the same may be amended from time to time by Convene in its sole discretion.

“Commencement Date” means, for a WorkSuite membership, the date upon which the Referred Party first has the exclusive right to access the WorkSuite in accordance with their Convene Workplace Membership Agreement, and for an Individual Workplace Membership, the effective date of the Convene Workplace Membership Agreement for the Individual Workplace Membership.

“Referral Fee” means the amount payable by Convene, to the Primary Broker in accordance with the terms hereof and the Broker Referral Fees Form.

“Convene Workplace Membership Agreement” means for WorkSuites, the Convene WorkSuite Membership Agreement and for Individual Workplaces, the Convene Individual Workplace Membership Agreement.

“Expansion” means the entry into a written agreement by Convene and the Referred Party for an increase in the amount of space available for use by such Referred Party under their Convene Workplace Membership Agreement (including, as regards WorkSuites, the addition of space at a different Location), which occurs during the term of the Workplace Membership and not in conjunction with a Renewal.

“Individual Workplace Membership” means the Workplace offering for touch down desk access in a shared office space across Workplace Locations.

“Location” means a space that is available through Convene’s Workplace offerings at a given address or addresses.

“Primary Broker” means the broker who has submitted a Qualified Referral to Convene and who in accordance with the terms hereof, is entitled to the payment of the Referral Fee. If two or more brokers submit a Referral to Convene, the broker submitting the earlier of such Referrals shall be the Primary Broker (provided that such Referral is a Qualified Referral).

“Referral” means the submission of a Broker Referral Form for a Referred Party by the Primary Broker, all in accordance with the terms of this Agreement.

“Referral Date” means the date upon which the Primary Broker submits the Referral to Convene in accordance with the terms of this Agreement.

“Referred Party” means that party referred by the Primary Broker to Convene in accordance with the terms hereof for the potential entry by such party into a Convene Workplace Membership Agreement.

“Renewal” means the entry into a written agreement by Convene and the Referred Party to renew or extend the term of the Referred Party’s Workplace Membership for the same or greater amount of space addressed in the applicable Workplace Membership and for a period greater than or equal to six (6) months.

“Workplace” means Convene’s flexible workplace offerings including WorkSuite and Individual Workplace Membership.

“Workplace Membership” means that membership granted to a Referred Party for either a WorkSuite or an Individual

Workplace Membership, as detailed in such Referred Party's Convene Workplace Membership Agreement.

"**Workplace Revenue**" means all amounts actually collected by Convene from the Referred Party pursuant to the Referred Party's Workplace Membership.

"**WorkSuite**" means the Convene Workplace offering for tailored dedicated office space for exclusive use by a WorkSuite member.

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SCHEDULE A

Broker Referral Fees

Convене believes in partnering with the Brokerage community to make sure that your clients find the best workplace possible.

Our goal is to provide your clients with a flexible office membership, while allowing you to preserve your relationship. Referral Fees are not payable on custom build fees, overage fees, penalties, late payment fees, other fees, or termination payments. Net Workplace Revenue shall be calculated exclusive of discounts, deductions, promotions, credits, refunds, chargebacks, and taxes, as may be applicable.

UP TO 1 YEAR	10.0% of Net WorkPlace Revenue	
2 YEARS	7.5% of Net WorkPlace Revenue	
3 YEARS	2.5% of Net WorkPlace Revenue	
RENEWAL & EXPANSION	1.0% of Net WorkPlace Revenue	
PAYOUT SCHEDULE	MONTHS 1-12	12 months of Referral Fees payable following execution of Membership Agreement
	MONTHS 13+	Referral Fees for remainder of Commitment Term payable at month 13 in a lump sum <i>For illustrative purposes only:</i> For a 36 month agreement, Referral Fees for Months 1-12 will be payable upon execution of the initial agreement, and Referral fees for Months 13-36 will be payable in a lump sump at Month 13.

*Our referral fee rates typically reward our broker partners with a faster payout and a higher award amount. This is because their clients are consistently choosing Convене as their provider of choice for best-in-class office experiences with 12+ month terms.

Additional Terms & Restrictions

All terms and rates are subject to Convене’s Broker Terms Agreement and will be subject to change from time to time.