

COMMERCIAL OFFICE AGENT TERMS OF ENGAGEMENT



These terms govern Client introductions made by the Commercial Agent to UBC Flexible Offices. The Agent agrees that a customer licence may be entered into by the UBC Group Company operating the relevant business centre and that any commission invoice must be addressed to that company.

1. Definitions

In these terms, "Agent" means the commercial agent or broker named in the signature block; "Client" means a prospective customer introduced by the Agent; "UBC" means UBCUK Ltd and, where applicable, each participating UBC Group Company listed in Schedule 1; "UBC Group Company" means the company operating the relevant UBC Flexible Offices business centre; and "Licence Revenue" means the licence fee payable for occupation and use of the office accommodation, excluding VAT, deposits, business rates, service charges, utilities, connectivity, meeting room charges, ancillary services, incentives, credits and other non-licence sums unless UBC agrees otherwise in writing.

2. Client introductions

- 2.1 All Client introductions must be emailed to sales@ubcuk.com, even where the Client has already been discussed with a UBC sales manager. Only introductions accepted by UBC and recorded in UBC's CRM system will be eligible for commission.
- 2.2 UBC will accept an introduction where UBC is not already aware of or in contact with the Client in relation to the relevant requirement. UBC may reject an introduction where the Client is already known to UBC, has approached UBC directly or has been introduced previously.
- 2.3 UBC will confirm acceptance or rejection by email as soon as reasonably practicable. Email communication will form the recognised audit trail for introductions and commission claims.
- 2.4 The Agent must provide, as a minimum, the Client's individual and organisation name, email address and telephone number. If the Client has expressly restricted disclosure, the Agent must provide sufficient current information to allow UBC to validate the introduction.

3. Competing introductions and validity

- 3.1 Where the same Client is introduced by more than one agent, commission will be payable to the agent that arranges the viewing, provided that the viewing takes place. If no viewing takes place, the first valid introduction accepted by UBC will take priority.
- 3.2 UBC will notify the Agent where an introduction duplicates another introduction or a direct Client enquiry.
- 3.3 An accepted introduction will remain valid for three months from the date of UBC's written acceptance. The Agent is responsible for retaining the email audit trail confirming acceptance.

4. Viewings and active involvement

- 4.1 The Agent will arrange viewings where appropriate and must provide verified Client contact details before UBC confirms a viewing. A current mobile telephone number is preferred so that viewing arrangements can be confirmed.
- 4.2 No commission will be due where the Agent has not been actively involved in the introduction or transaction, including where an existing Client separately introduces another Client, subsidiary or connected company without the Agent's active involvement.

5. Commission and payment

- 5.1 Subject to these terms, commission is payable at 10% of Licence Revenue for a maximum aggregate period of 12 months. Where the Client's initial licence term is shorter than 12 months and the Client renews or extends the licence, commission will also be payable on Licence Revenue arising during the renewal or extension, but only until commission has been paid on a total of 12 months' Licence Revenue. No commission will be payable on Licence Revenue relating to any period beyond those 12 months.
- 5.2 Commission becomes due once: (a) the Client has taken occupation; and (b) the relevant UBC Group Company has received the Licence Revenue payments due from the Client for the period on which commission is claimed.
- 5.3 After receiving a signed licence agreement, UBC will provide the Agent with the relevant Client name, licence term, Licence Revenue value and details of the UBC Group Company to which the Agent's invoice must be addressed.
- 5.4 Commission is payable only to Agents registered on the UBC agent database and following receipt of a valid invoice addressed to the relevant UBC Group Company. Unless otherwise agreed in writing, all invoices are payable on 30-day net terms from the date of invoice.
- 5.5 If the Client does not complete the full licence term on which commission was calculated, commission will be adjusted pro rata based on the Licence Revenue received by the relevant UBC Group Company. If commission has already been overpaid, the Agent must reimburse the relevant UBC Group Company within 14 days of written demand.

6. Commission exclusions, checks and recovery

- 6.1 No commission will be payable where the Agent or a connected party is the proposed occupier, or where the Client is related to, controlled by or under common control with the Agent and that connection was not disclosed before the introduction was accepted.
- 6.2 UBC may withhold commission while reasonable due diligence or verification is completed and may recover commission paid where information supplied by the Agent was materially inaccurate, incomplete or misleading.
- 6.3 The Agent will indemnify UBC and each UBC Group Company against losses, liabilities, claims, damages, costs and reasonable legal expenses arising from inaccurate, incomplete or misleading information supplied by the Agent in connection with an introduction or transaction.

7. Compliance

7.1 The Agent must comply with all laws and regulations applicable to the introduction, including applicable anti-money laundering, anti-bribery and sanctions requirements.

7.2 The Agent confirms that it has carried out any identity and due diligence checks required of it and will promptly disclose any material compliance concern relating to the Agent or Client.

8. UBC materials and brand

8.1 UBC materials, availability details, pricing and brand assets may be used only for the purpose of making genuine Client introductions to UBC.

8.2 The Agent must not amend, rebrand, republish or use UBC materials for any separate commercial purpose without UBC's prior written permission.

9. Confidentiality

9.1 The Agent must keep confidential all non-public information relating to UBC, its centres, pricing, availability, Clients and commercial terms, and may disclose it only to a genuine prospective Client who requires it for the relevant transaction.

9.2 This obligation does not apply to information that is lawfully in the public domain, already lawfully held by the Agent without restriction, or required to be disclosed by law.

10. Restrictions on distribution and aggregation

10.1 The Agent must not circulate UBC pricing, availability or other non-public commercial information to competing workspace operators, other agents or unrelated third parties.

10.2 The Agent must not compile, aggregate, contribute or upload UBC's non-public data to any database, platform, benchmarking service or intelligence tool without UBC's prior written permission.

11. Data protection

11.1 The Agent confirms that it has a lawful basis to collect and share Client personal data with UBC and that it has provided all information required by applicable data protection law, including the UK GDPR and Data Protection Act 2018.

11.2 The Agent will indemnify UBC and each UBC Group Company against losses, claims, costs and expenses arising from the Agent's breach of this clause.

12. UBC discretion and termination

12.1 UBC may reject any introduction at its discretion and may suspend or terminate the Agent's participation in the UBC agent programme by written notice.

12.2 UBC may terminate immediately where the Agent breaches these terms or where UBC reasonably considers that continued engagement creates a legal, compliance or reputational risk.

12.3 Where UBC terminates because of the Agent's breach, no commission will be payable for a transaction that has not completed, meaning that a signed licence agreement is not in place or the Client has not taken occupation, before notice of termination is given.

13. Return and deletion of information

13.1 On request or termination, the Agent must stop using and, where reasonably practicable, return or securely delete UBC's confidential information and materials, except where retention is required by law.

14. Relationship of the parties

14.1 The Agent acts as an independent contractor. Nothing in these terms creates a partnership, joint venture, employment relationship or authority for the Agent to bind UBC or any UBC Group Company.

15. Entire agreement and variation

15.1 These terms constitute the entire agreement between the Agent and UBC concerning Client introductions and replace any previous terms relating to the same subject matter.

15.2 No variation will be effective unless confirmed in writing by an authorised representative of UBC.

16. Governing law and jurisdiction

16.1 These terms are governed by the laws of England and Wales. Each party submits to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute or claim arising out of or in connection with these terms.

17. Severability

17.1 If any provision is found to be invalid, illegal or unenforceable, that provision will be severed and the remaining provisions will continue in full force and effect.

18. Waiver

18.1 No failure or delay by UBC in exercising any right or remedy will operate as a waiver of that right or remedy. A waiver of one breach will not constitute a waiver of any later breach.

COMMERCIAL OFFICE AGENT TERMS OF ENGAGEMENT



Schedule 1 –

Participating UBC Group Companies and Centres

The relevant contracting company for the Client licence, and the company to which the Agent must address its commission invoice, will be confirmed by UBC when the transaction completes.

Legal entity	UBC Flexible Offices centre(s)
UBCUK Ltd	Brentford; Birmingham; Cirencester; Warrington; Henley-in-Arden
UBC Enterprise House Ltd	Southampton
UBC Sentinel House Ltd	Fleet
UBC Thursby House Ltd	Wirral
UBC Blackwell House	London
Pantiles Chambers Ltd	Tunbridge Wells
Inigo Business Centres	Bath, Cheltenham, Edinburgh and Leeds

Acceptance

The Agent confirms that it has read, understood and agrees to these Commercial Agent Terms of Engagement.

**Signed for and on behalf of
the Agent Company:**

Name

Position

Signature

Date
