

REWARDS PROGRAMME TERMS AND CONDITIONS

1. THESE TERMS

1.1 These are the terms and conditions which govern how Kitt Technology Limited incorporated and registered in England and Wales with company number 11349572 whose registered office is at 5-9 Hatton Wall, London, England, EC1N 8HX ("**we**" or "**us**" or "**our**" or "**Kitt**") may provide you (the "**Referrer**", "**you**", "**your**") with a Reward when you make:

- (a) an Introduction; and
- (b) the Prospective Tenant attends a Viewing; and
- (c) you are not a Restricted Person; and
- (d) the Prospective Tenant enters into a Land Contract and a Management Services Agreement within 6 months of a Viewing.

(a "**Successful Referral**").

1.2 By continuing to make Introductions or Claims as described in these terms, you are agreeing to these terms (as updated from time to time).

2. INFORMATION ABOUT US

2.1 Our registered VAT number is GB 301571347

2.2 You can contact us by telephoning our customer service team at 020 3488 3957 or by writing to us at hello@kittoffices.com or our registered office address (as updated from time to time) 5-9 Hatton Wall, London, England, EC1N 8HX.

2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you have provided to us.

3. REFERRALS

3.1 The Referrer may submit details of Prospective Tenants to Kitt and make referrals of such persons on these terms.

3.2 The Referrer may make an Introduction by either:

- (a) completing the referral form hosted at <https://www.kittoffices.com/referrals>;
- (b) emailing a current member of the Kitt team, including the company name, the full name of the relevant contact, their position in the company and email address for the Prospective Tenant; or
- (c) being referred to in an email from a Prospective Tenant to a current member of the Kitt team as a referrer.

3.3 The Prospective Tenant must view a property for which Kitt provides Services. Kitt will send the Referrer a confirmation email confirming, among any other details, receipt of an introductory email or form (the "**Confirmation Email**"). For Introductions made under clause 3.2(b) or clause 3.2(c), the Referrer must confirm its agreement to these terms and conditions. Kitt shall propose steps to the Prospective Tenant to arrange a viewing of the relevant property

or properties (a "**Viewing**"). Your submission shall be deemed a valid submission on the date that the Prospective Tenant attends a Viewing (a "**Submission**").

- 3.4 A Referrer must make a separate Submission for each Prospective Tenant.
- 3.5 In the event that two or more Submissions are made in respect of the same Prospective Tenant, the person who submitted the earliest Submission shall be the first Referrer.
- 3.6 By making a Submission you warrant that you have a relationship with the relevant Prospective Tenant and you have obtained their consent to receiving this type of marketing communication and that you will inform the Prospective Tenant of our privacy policy at www.kittoffices.com/privacy. In the event that you make a Submission and you have not obtained the Prospective Tenant's consent, the Submission shall be void and you shall receive no Reward (as defined below) and we may refuse to award Service Credits regardless of whether the Prospective Tenant enters into a Land Contract and Management Services Agreement or not and we may disqualify you from this referral scheme.
- 3.7 The Referrer shall have no authority, and shall not hold itself out, or permit any person to hold itself out, as being authorised to bind Kitt in any way, and shall not do any act which might reasonably create the impression that the Referrer is so authorised. The Referrer shall not make or enter into any contracts or commitments or incur any liability for or on behalf of Kitt, including for the provision of the Services, the price for them or the leasing or licencing of any land, and shall not negotiate any terms for the provision of the Services or leasing or licencing of any land with Prospective Tenants.
- 3.8 The Referrer shall not produce any marketing material for Kitt's services or use Kitt's name, logo or trade marks on any marketing material for the Services without the prior written consent of Kitt.
- 3.9 The Referrer shall not, without Kitt's prior written consent, make or give any representations, warranties or other promises concerning Kitt or the Services which are not contained in Kitt's marketing material.
- 3.10 Where a Prospective Tenant is Introduced by the Referrer and the Prospective Tenant then introduces Kitt to a third party who either purchases Services from Kitt or grants a lease or licence to Kitt, the Referrer shall not, by virtue of such initial Introduction, be deemed to have Introduced the third party to Kitt.

4. REWARD AND PAYMENT

- 4.1 Following a Successful Referral:
 - (a) the Referrer shall be entitled to a Reward (provided always that Kitt shall not pay a Reward where a landlord or licensor under a Land Contract has agreed to pay any Reward itself); and
 - (b) the Prospective Tenant shall receive Service Credits.
- 4.2 The reward payment payable (if any) shall be any non-cash redeemable voucher of up to £1,000 provided by Airbnb or Flightgift.com (or such other voucher provider as Kitt determines from time to time) (the "**Reward**").

- 4.3 The Referrer is responsible for complying with any applicable voucher terms and conditions.
- 4.4 The Service Credits awarded shall be determined depending on the size of the Space, as set out in the table below:

Space Area (Sq Ft)	Service Credit
1,500 - 2,500	£2,500
2,501 - 4,500	£5,000
4,501 or more	£10,000

- 4.5 If either or both of the Land Contract or Management Services Agreement is terminated for any reason (such date to be the "**Termination Date**"), any unredeemed Service Credits shall immediately be cancelled and shall be null and void.

5. PAYMENT OF REWARD

- 5.1 Kitt shall promptly notify the Referrer in writing as soon as practicable after entering into a Land Contract and Management Services Agreement and if relevant to the calculation of the Reward the date it enters into a Land Contract and Management Services Agreement.
- 5.2 Kitt shall within 30 days of receiving the first payment payable under the Land Contract (excluding a deposit payment) or, if earlier, payable under a Management Services Agreement (excluding any payments to Kitt in respect of fit-out), notify the Referrer (the "**Reward Notification**") that it is entitled to claim the Reward (the "**Claim**").
- 5.3 The Referrer must submit its Claim within 3 (three) months of the Reward Notification.
- 5.4 Subject to clause 5.3, Kitt shall within 30 days of receiving the Claim, pay the Reward to the Referrer.
- 5.5 No Reward or other compensation shall be payable where Kitt contracts with a third party in the circumstances described in clause 3.10.
- 5.6 In the event that a Prospective Tenant:
 - (a) fails to move in;
 - (b) delays or fails to pay the fees under their Land Contract or a Management Services Agreement; or
 - (c) breaches any of the terms of their Land Contract or Management Services Agreement,
 Kitt shall:
 - (d) be under no obligation to pay the Reward to the Referrer; and
 - (e) be entitled to immediately cancel any Service Credits.

5.7 In the event that we make an overpayment of Reward to you for any reason or you have made a Successful Referral in breach of any of these terms, you shall promptly repay us such amounts as are due to us, and in the case of a breach of these terms, all the Reward paid to you.

5.8 All amounts payable by Kitt under this Agreement are inclusive of amounts in respect of value added tax chargeable from time to time.

5.9 Termination of these terms, howsoever arising, shall not affect the continuation in force of this clause 5 and Kitt's obligation to pay the Reward to the Referrer in accordance with it.

6. KITT'S OBLIGATIONS

6.1 Kitt shall inform the Referrer immediately if Kitt suspends or ceases to perform the Services.

6.2 Kitt shall not be responsible for any expenses incurred by the Referrer unless such expenses have been agreed by Kitt in writing, in advance.

6.3 Kitt shall be under no obligation to:

- (a) follow up any Introduction made by the Referrer; or
- (b) include the Referrer in any subsequent communications with the Prospective Tenant;
or
- (c) enter into a Management Services Agreement; or
- (d) enter into a Land Contract.

7. LIMITATION OF LIABILITY

7.1 We are not under any circumstances liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss arising out of the lawful termination of these terms or any decision not to renew a Land Contract, Management Services Agreement or other contract.

7.2 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.

7.3 Subject to the rest of this clause 7, Kitt's total liability to you shall not exceed the amount of Reward paid to a Referrer.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 8.2.

8.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these terms. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8.2; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under these terms.

8.4 All documents and other records (in whatever form) containing confidential information supplied to or acquired by the Referrer from Kitt shall be returned promptly to Kitt on termination of these terms, and no copies shall be kept, whether digitally or otherwise.

8.5 The Referrer shall comply with Kitt's [Privacy Policy](#) as updated from time to time.

9. COMMENCEMENT AND DURATION

These terms shall apply any time you make a Submission on or after the T&C Date.

10. CONSEQUENCES OF TERMINATION

10.1 On termination of these terms, the following clauses shall continue in force: clause 19, clause 4 and clause 10 to clause 18 (inclusive).

10.2 Termination of these terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

11. NO PARTNERSHIP OR AGENCY

11.1 Nothing in these terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

11.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12. ENTIRE AGREEMENT

12.1 These terms 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.

12.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these terms.

13. VARIATION

Kitt may withdraw, amend, extend or otherwise vary these terms from time to time. If we do, we shall update them on our website: <https://www.kittoffices.com/>.

14. ASSIGNMENT AND OTHER DEALINGS

These terms are personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these terms.

15. WAIVER

Our failure or delay to exercise any right or remedy provided under these terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. SEVERANCE

If any provision or part-provision of these terms are or become invalid, illegal or unenforceable, they shall be deemed modified to the minimum extent necessary to make them valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms.

17. THIRD PARTY RIGHTS

No one other than a party to these terms shall have any right to enforce any of its terms.

18. GOVERNING LAW AND JURISDICTION

18.1 These terms 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) shall be governed by and construed in accordance with the law of England and Wales.

18.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms or its subject matter or formation (including non-contractual disputes or claims).

19. INTERPRETATION

The following definitions and rules of interpretation apply in these terms.

19.1 Definitions:

"Introduction": means the provision to Kitt of the contact details of a Prospective Tenant who knows the Referrer (or one or more individuals at the Referrer, if the Referrer is not an individual) and is of sufficient seniority to authorise or recommend the purchase of the Services from Kitt in accordance with clause 3.2. Introduce, Introduces, and Introduced shall be interpreted accordingly.

"Land Contract": a lease or licence over land in respect of which (i) Kitt provides Services (ii) the Prospective Tenant has attended a Viewing (iii) entered into between Kitt and a

Prospective Tenant in Kitt's standard form and (iv) for a term of at least 24 (twenty-four) months.

"Management Services Agreement": a management services agreement made between Kitt and a Prospective Tenant on or before a Land Contract for a term of at least 24 (twenty-four) months.

"Member of the Same Group": as regards any company, a company which is from time to time a holding company or a subsidiary of that company or a subsidiary of any such holding company.

"Privileged Relations": a spouse, civil partner (as defined in the Civil Partnerships Act 2004), child or grandchild (including step or adopted or illegitimate child and their issue);

"Prospective Tenant": a person:

- (a) to whom Kitt has not at any time previously provided the Services or any other goods or services or leased or licenced land to; and
- (b) with whom Kitt or a current or former employee has not previously been in bona fide negotiations or sales discussions to provide the Services or lease or licence land to; and
- (c) to whom Kitt or a current or former employee has not at any time been introduced under any other similar reward or referral scheme operated by Kitt; and
- (c) (if a company) which is not a Member of the Same Group as the Referrer.

"Restricted Person": means:

- a) a person who is an employee of Kitt or any of his or her Privileged Relations;
- b) a person who, in Kitt's reasonable opinion, is in the business of being a real estate broker.

"Services": the provision of managed offices provided by Kitt.

"Service Credits": credits redeemable against discretionary services provided by Kitt at the Space including but not limited to catered team lunches, birthday cakes, seasonal decorations, snacks, fruit or non-alcoholic and alcoholic beverages, but excluding lease costs, fit out costs or Kitt management fees.

"Space": the site more particularly described in the Land Contract and Management Services Agreement.

"T&C Date": 1 November 2022

19.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

19.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 19.4 A reference to writing or written includes e-mail but not fax.
- 19.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 19.6 References to clauses are to the clauses of these terms.