

SERVICE PARTNER AGREEMENT

The following additional terms and conditions are part of the Terms of Use located at meetingsandoffices.com/terms-conditions and specifically govern the use of the Service by Service Providers. The Terms of Use and these Service Partner Agreement Terms (collectively, the "Service Partner Terms") together govern each Service Partner's use of the Service. Any defined terms used but not defined in this Service Partner Agreement shall have the meaning ascribed to them in the Terms of Use.

If you use the Service on behalf of a company or other organization, you represent and warrant that you are authorized to bind such company or organization to these Service Partner Terms and to act on behalf of such company with respect to any actions you take in connection with the Service. You agree to respond promptly and completely to requests from [Meetingsandoffices.com](https://meetingsandoffices.com) for additional information that [Meetingsandoffices.com](https://meetingsandoffices.com) deems necessary to determine your authority to act on behalf of a company or organization. [Meetingsandoffices.com](https://meetingsandoffices.com) may suspend or terminate your access, and your company or organization's access, to the Service and your account if [Meetingsandoffices.com](https://meetingsandoffices.com) has reason to believe that you are not authorized to act on behalf of the company or organization for which you claim to be acting in connection with the Service. [Meetingsandoffices.com](https://meetingsandoffices.com) reserves the right to claim material compensation and pursue legal action in case of any damages incurred due to any such misrepresentation.

WHEREAS

meetingsandoffices.com is a managed online marketplace based on the 'Service Aggregator' model, catering to the flexible office space, meeting space, training & conference space and associated needs of businesses which may not have such facilities within their own infrastructure.

meetingsandoffices.com aggregates verified & curated Meeting, Conference & Training facilities, Day Offices, Shared Workspaces as well as associated services into an easy to access online platform with search, comparison and total fulfilment capability.

meetingsandoffices.com is a fully owned initiative of **AUFKLARUNG OFFICE SPACE SOLUTIONS INDIA PRIVATE LIMITED**, a private company incorporated under the provisions of the Companies Act, 2013 having its registered office at 706B, SILVER ARCH, BHAKTI PARK, ANIK WADALA ROAD, WADALA EAST, MUMBAI 37, which is the legal entity entering into this agreement. Hereinafter meetingsandoffices.com is referred to as MnO throughout this agreement.

AND

SERVICE PARTNER NAME is a public/ private limited company / organisation / individual that has available work space capacity that it is looking to adopt as a co-shared space and offer to other businesses on a services agreement basis or is engaged in the business of creating and managing workspaces for hire for temporary/ short term requirements wherein it has available work space capacity that it is looking to offer to other businesses on a services agreement basis.

Hereinafter Service Partner is referred to as “SP” throughout this agreement (which expression shall, unless it is repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

Both MnO & SP may be individually referred to as ‘Party’ or collectively as ‘Parties’ throughout this agreement.

1. Services Offered By MnO

- a) Online Booking Facilitation Platform for Short Term and Flexible Usage of venues – from 1 hour up to 30 days of continuous usage
- b) Online Booking Facilitation Platform for Longer Term but Flexible Usage of venues - more than 30 days of continuous usage
- c) Referrals for longer term deals of 1 month and above for coworking spaces / business centres / managed offices / custom built offices / shared offices of any kind
- d) Referrals for conventional property consulting deals

2. Mechanism of Transaction:

a) Online Booking Facilitation Platform

- i. SP would list all their available venues with the MnO Platform along with complete details of availability and pricing
- ii. The onus for maintaining current information would lie with the SP
- iii. MnO would provide prospective users with a robust mechanism of discovery through the platform and associated tools
- iv. The prospective user would be able to search, view, compare available venues as per her/ his need
- v. Once the prospective user has identified SP’s venue as the one he/ she would like to book, the booking would be facilitated through the platform using an inbuilt mechanism with SP’s confirmation
- vi. The payment would be made by the user online to MnO through the facilitating payment system
- vii. Once the service has been used, MnO would retain its predetermined facilitation fee from the payment made by the user and credit the SP’s share to the SP’s account as per fixed schedule of transfer.
- viii. Payments by MnO will be made against an invoice raised by the SP on the 1st of every month for the previous month’s transactions. The payment will be settled by the 15th working day of every month for the previous month.
- ix. The SP has to raise an invoice to MnO only after deducting the due facilitation fees
- x. In case the user utilizes the venue service for a duration longer than initially booked, the billing for the incremental usage would be done by MnO through the platform upon certification of the same by both SP and user
- xi. Any consumables i.e. Beverages, Food etc. used by the user during the venue utilization would be billed directly to the user on-site by the SP and would not be routed through the MnO platform. MnO would not charge any facilitation fee on these transactions or accept any responsibility for collection of payment for the same

- xii. In case of any cancellations the transaction would be handled as per the regular MnO cancellation policy as detailed below:
 - Cancellation within 24 hours - No Refund
 - Cancellation between 24 to 48 hours - 50% refund
 - Cancellation more than 48 hours prior to the slot booked - 100% refund
- xiii. Once a client is introduced by MnO/ listed with the SP as an MnO introduced client, the SP undertakes not to approach the client directly for the same or any future transactions for the next 12 months from the date of the last booking
- xiv. The SP also agrees not to entertain directly any enquiry or approach from an MnO introduced client for the next 12 month period but inform MnO of any such enquiries

b) Property Consulting / Longer Term Deals

- i. SP would maintain the details of all available properties/ venues with MnO
- ii. The onus for maintaining current information would lie with the SP
- iii. MnO would generate enquiries both through the Platform as well as through its business network
- iv. Generated and vetted enquiries would be shared with the SP and the potential client listed with the SP as an MnO client
- v. The process of information sharing and negotiation would be handled through MnO and the potential client/ client representative
- vi. MnO shall stay fully involved as the SP representative in the process of contract negotiation and finalization of agreement and terms
- vii. The financial transaction would be conducted directly between the SP and the client
- viii. MnO's facilitation fees would be paid to MnO by the SP within a period of 7 working days from date of receipt of first payment from the client
- ix. Once a client is introduced by MnO/ listed with the SP as an MnO introduced client, the SP undertakes not to approach the client directly for the same or any future transactions for the next 3 years
- x. The SP also agrees not to entertain directly any enquiry or approach from an MnO introduced client for the next 3 year period but inform MnO of any such enquiries
- xi. The SP agrees not to approach for or entertain any new business enquiries from MnO introduced clients, with whom a lease has been concluded for a period of three years from the conclusion of the deal

3. Role & Responsibilities of SP

The SP agrees to:

- a) Abide by MnO policies and terms at all times without exception
- b) Strive to deliver an exceptional customer experience to all users coming through the MnO platform
- c) Provide a mutually agreed to rate for services to clients coming through MnO – a rate which would not usually be made available to one off walk in enquiries or is not higher than the rate offered to other similar platforms
- d) Provide all meeting spaces and day offices information to MnO in the RFP format for each and every venue
- e) Provide high res images for every facility in each venue

- f) Update availability on a daily basis – Login and update once at 9 am daily and once at 5.30 pm daily
- g) In case of an advance booking block the availability on meetingsandoffices.com using the dashboard made available for the purpose
- h) Ensure that for pricing and inclusions
 - i. List down unit pricing - hourly as well as daily - for all facilities in each centre
 - ii. Ensure pricing inclusive of WiFi for all participants, tea coffee rounds, mineral water, flipchart and white board
 - iii. List and pricing for amenities that can be provided on an additional charge
 - iv. Bulk bookings to get a further 10% discount on all rates, where bulk booking is defined as
 - Single booking of 24 working hours or more i.e. three full working days, of continuous usage of the same venue
 - Single booking for more than 1 single venue but at the same location totalling to a usage of 24 working hours or more without a break
- i) Ensure 15 minutes turnaround time (TAT) during working hours for confirmation of every enquiry that comes through MnO from the time the user raises the enquiry
- j) Honour confirmed bookings without exception
- k) Provide all facilities as listed down
- l) Provide acceptable customer service levels as defined by MnO from time to time
- m) Be solely responsible for providing and maintaining accurate contact and payment information associated with their account, which includes without limitation applicable tax information, and SP shall keep complete and accurate records regarding space usage and payment by users.
- n) Flag any incidents at the time of client using the venue which might upset the client or result in a lower than expected experience delivery
- o) Flag any inappropriate behaviour of the client at the venue
- p) Provide a 30 day written notice to withdraw any particular venue or service from the offer being made through MnO
- q) Adhere to the MnO cancellation policy without exception
- r) Authorize and nominate a dedicated point of contact for MnO team
- s) Register a user who has once come through MnO as an MnO client and agree not to deal directly with that user or solicit business from that user for any future enquiries or transactions
- t) Inform MnO immediately in writing and telephonically in case an MnO registered user attempts to negotiate a direct deal
 - i. MnO may allow or disallow such a direct deal at its business discretion
 - ii. MnO's decision will be binding on the SP
 - iii. MnO will be liable to receive its due commission as per rates mentioned in this agreement, for any deals that are concluded directly between the SP and an MnO registered user
- u) Be solely responsible for:
 - i. Maintaining the Venue in safe condition and in compliance with all applicable laws, regulations and ordinances and any applicable building requirements.
 - ii. Ensuring that the Venue is clean and ready to use at the start of each reservation period.
 - iii. Compliance with terms of their lease agreement and / or any building and / or landlords policies pertaining to the said venue and any liabilities thereof.

- iv. Ensuring that the Venue for which a booking is approved to begin at a specified time or on a specified date, is made available to the User at that time or on that date. In the event the Venue is not available to the Guest at that date and time, SP shall make available another venue / facility in the same premises of equal or larger size and similar configuration for the same Fee.
- v) Both SP and User may submit feedback to MnO following the completion of a booking. SP acknowledges and agrees that User may publicly post ratings and reviews of SP or SP's venue / facility, as applicable, and that MnO may, but is not obligated to, monitor such postings and is not responsible in any manner for such ratings and reviews, and SP hereby releases MnO from any and all claims, causes of actions, obligations or liabilities arising from or relating to such ratings and reviews.

4. Role & Responsibilities of MnO

MnO agrees to:

- a) Provide a robust scalable platform that allows users to search for, discover, compare, select, book and pay online for the venue/s being provided by the SP
- b) Provide a dashboard to the SP to manage the venues and bookings as well as to track transactions
- c) Make efforts to reach out to and engage prospective users for the venue services being provided by the SP
- d) Ensure accurate reflection of all the information provided by the SP on the platform including, venues, pricing, amenities, pay-per-use facilities, availability etc.
- e) Market all the venues listed on the MnO platform in an unbiased manner without any undue influence or favour towards any specific SP or venue
- f) Manage the process of customer acquisition, customer engagement, customer conversations, bookings, payments and transfer of dues to SP as per agreed terms and conditions
- g) Provide access to SP related information regarding bookings, payments, reviews etc. on a regular basis through mechanisms built into the platform for easy access and quick action
- h) Provide a fair, accurate and transparent mechanism for the SP to associate with MnO
- i) Provide support to the SP as needed during the on-boarding process and ensure SP venues have an equal chance of discovery on the platform
- j) Provide mechanisms for SP to promote their offerings via the platform on a comparable basis with other SPs

5. Commercial Terms

a) **Online Booking Facilitation Platform**

- 1. Listing Fees
 - i. For a period of 24 months from the first listing, MnO shall not charge the SP any amount to list SP's offerings on the platform
 - ii. Cost of listing shall be reviewed after 24 months
- 2. 'Rack Rates'

- i. Agreed upon rates to be offered by SP for different venues and for types of usage shall be referred to as 'Rack Rates'
 - ii. Rack Rates shall be applicable throughout the duration of the SPs listing with MnO, unless mutually revised in writing. The existence of Rack Rates does not preclude the possibility of preferential or discounted rates being offered via various topical schemes or campaigns by mutual consent
3. Billable Rates
- i. The rates actually being billed to the user for usage of the venue shall be known as 'Billable Rates'
 - ii. Billable rates may be different from Rack Rates in case the SP is offering some discount, scheme or promotion
 - iii. For any usage of SP's venues by a user from the MnO platform, MnO shall bill the user at the Billable Rates at the time of booking
 - iv. Payment due to SP shall be calculated on Billable rates only
4. Taxes & Levies
- i. Applicable taxes and governmental levies shall be charged over and above the Billable Rate
5. Facilitation Fees
- MnO fees for facilitating transactions between SP and user shall be charged on each transaction as per the following cases:
- i. On all bookings of up to 1 day of venue usage, MnO shall retain 20% of the billed amount as facilitation Fee
 - ii. On all bookings of more than 1 day, but less than 15 working days of venue usage, MnO shall retain 15% of the billed amount as facilitation Fee
 - iii. On all bookings of more than 15 working days of venue usage, MnO shall retain 10% of the billed amount as facilitation Fee
6. Payment
- i. Users shall make online payment at the time of booking using a credit card, debit card or any other payment facilitation mechanism incorporated by MnO into the platform

b) Property Consulting / Longer Term Deals

Commercial terms for consulting and facilitating Long Term Usage of property under various scenarios would be as follows:

1. Long Term Transactions made under a Service Contract with a facility/ venue provider
 - i. MnO would charge 10% of the billed amount for the entire term of the agreement – exclusive of taxes – as facilitation fees
 - ii. In case of very long term contracts i.e. 3 years or more, facilitation fee will be charged as below:
 - a. 10% on 1st year rental
 - b. 7% on 2nd year rental
 - c. 5% on 3rd year rental onwards
 - iii. Facilitation fees would be paid within 7 working days of receipt of first payment from client

- iv. Facilitation fees for the deals would be payable upfront for the entire term of the agreement, at the time of the signing of the agreement by the client on the payment of the initial amount of security deposit and one month advance rental
2. Renewal of Long Term agreement made under a service contract facilitated by MnO after the expiry of the initial agreement
 - i. MnO would charge 10% of the billed amount for the entire term of the agreement – exclusive of taxes and levies – as facilitation fees
 - i. In case of very long term contracts i.e. 3 years or more, facilitation fee will be charged as below:
 - a. 10% on 1st year rental
 - b. 7% on 2nd year rental
 - c. 5% on 3rd year rental onwards
 - ii. Facilitation fees would be paid within 7 working days of receipt of first payment from client
 - iii. Facilitation fees for the deals would be payable upfront for the entire term of the agreement, at the time of the signing of the agreement by the client on the payment of the initial amount of security deposit and one month advance rental
 3. Expansion of any agreement made under a service contract facilitated by MnO
 - i. MnO would charge 10% of the billed amount for the entire term of the agreement – exclusive of taxes and levies – as facilitation fees
 1. In case of very long term contracts i.e. 3 years or more, facilitation fee will be charged as below:
 - i. 10% on 1st year rental
 - ii. 7% on 2nd year rental
 - iii. 5% on 3rd year rental onwards
 - ii. Facilitation fees would be paid within 7 working days of receipt of first payment from client
 - iii. Facilitation fees for the deals would be payable upfront for the entire term of the agreement, at the time of the signing of the agreement by the client on the payment of the initial amount of security deposit and one month advance rental
 4. Interest charges on delayed payments
 - i. For payments delayed beyond the time periods specified above, MnO will charge interest @ 21% per annum to be compounded weekly till the receipt of payment

6. Validity

This agreement shall be effected immediately upon your clicking the box indicating acceptance and shall remain valid unless revoked in writing by either party or if service to your SP account is stopped by MnO for any reason whatsoever at its discretion.

7. Confidentiality

The Information of the potential/prospective purchasers as well as associated documentation disclosed by the parties to each other shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, without the prior written consent of each other.

8. No Other Relationship

- a) This agreement is non-exclusive
- b) This agreement does not confer any agency, alliance, joint venture or equity rights on either party

9. Amendments

MnO reserves the right to modify or amend this agreement at any time without the need to send information to individual SPs. It is the responsibility of the SP to frequently visit this page and stay updated on the terms. MnO accepts no responsibility whatsoever for any loss or damages incurred due to lack of compliance with Service Partner Agreement as they stand at the time of incidence

10. Entire Agreement

This Agreement comprises the full and complete agreement of the Parties hereto with respect to the disclosure of the Information and supersedes and cancels all prior communications, understandings and agreements between the Parties hereto, whether written or oral, expressed or implied with respect to the said disclosure

11. Survival

Rights and obligations accrued prior to expiry or termination of the Agreement and all rights and obligations, which by their nature are intended to survive the expiry or termination of the Agreement, shall survive such expiry or termination

12. Waiver

Any relaxation or indulgence granted or shown by one party to the other shall not in any way prejudice the rights of such party under this Agreement or any part thereof, and shall not in any way add alter or amend or vary this Agreement or any part hereof

13. Dispute Resolution

- a) In the event any disputes, differences, or controversies arise between the parties hereto, out of or in relation to or in connection with provisions of this Agreement, or any action taken hereunder, the Parties hereto shall thoroughly explore all possibilities for an amicable settlement

- b) In case the amicable settlement cannot be reached, such disputes, differences or controversies shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of such Arbitration shall be Mumbai and shall be conducted in English
- c) The award of the Arbitrator/Arbitral Tribunal shall be final and binding on both the parties hereto

14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India and the Parties submit to the exclusive jurisdiction of the Mumbai courts

15. Severability

If any term or provision of the Agreement or the application thereof to any person or circumstances shall, to any extent and for any reason, be invalid or unenforceable, the remainder of the Agreement, or the application thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

Last Updated on 17th April, 2020