

PARTNER AGREEMENT

This Partner Agreement ("**Agreement**") has been made at Pune, on the day of accepting this Agreement ("**Effective Date**") by and between:

Sports Active Online Services Private Limited, a company registered under the Companies Act, 2013 having its registered office at Dattaprasad Housing Society, Sr. No. 46/2, Plot No. 10, Chandan Nagar, Nagar Road, Pune- 411014, hereinafter referred to as "**Company**", which expression shall unless repugnant to the meaning and context include its successors and permitted assigns.

AND

You, an individual being a citizen of India or an entity incorporated under the applicable laws of India, hereinafter referred to as "**Partner**", which expression shall unless repugnant to the meaning and context include its successors and permitted assigns.

BY CLICKING THE "**I ACCEPT**" BUTTON BELOW, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE PLATFORM.

1. SERVICES:

- 1.1 The Company provides a platform ("**Platform**") which is an online one stop information portal and marketplace for all kid's related activities, services and products. Through the Platform, the users ("**Users**") are able to avail and access details of various service providers, in relation to activities and sports for kids in the age group of up to the age of 15 years. The Users may avail the services of the Partner by making payments through the modes made available on the Platform.
- 1.2 Partner is engaged in providing kid's related activities, services and products and is desirous of being listed on the Platform.
- 1.3 The Company shall be providing the Partner with varied services, which may be free or paid, at the sole discretion of the Company. The Company shall free of cost, list the Partner's institute on the Platform.
- 1.4 In the event that the Partner chooses to avail the paid Services, the Partner shall be provided an easy access to connect with the Users through the Platform for provision of its services. Through the Platform, the Partner shall also be able to gather information about Users including but not limited to search details for new enquiries, repeat enquiries, age group of children, parent's information etc. Partner shall be provided with features of payment analysis, real time updates, tracking of Users' activities other than being able to send automatic emails for confirmation/ payment confirmation / receipt generation /Payment reminder to the Users. The Partner shall also be able to build a database, post job recruitments.

1.5 In addition to this, the Company also provides a software (“**Software**”), which if licensed by the Partner, in accordance with the SaaS License [Agreement provided here](#) , shall enable the Partner to manage its listing on the Platform, upload photos, videos, descriptions, pricings for services offered, view and analyze reviews posted by Users. The Partner may, at its sole discretion opt to license the Software. In the event that the Partner chooses not to license, the Software, the Partner acknowledges that the Services may not be available to it in its entirety (“**Services**”).

2. SCOPE:

2.1 The Partner shall be required to register by providing information in relation to its institute including but not limited to: industry type, locations, services offered, description of services, facilities , infrastructure , staff , timings fees additional info as per the standard form provided to collect information capacity to handle Users etc. with the Company on its Platform.

2.2 On successful registration, the Company shall list the Partner’s institute and display on the Platform the required details of the Partner’s institution including but not limited to services provided, availability, pricing, feedback, reviews, ratings etc.

2.3 The Users of the Company shall login to the Platform and through its features be able to view, access and pay for the services provided by the Partner.

2.4 The Partner shall be able to manage its listing on the Platform through the Software licensed by the Partner.

3. PAYMENT MODEL:

3.1 The Partner shall be listed on the Platform by the Company free of cost.

3.2 The Partner shall have to make payments for the paid services in line with the respective payment terms communicated to the Partner.

3.3 For every successful booking or sale made with the Partner's institution through the Platform, the Company shall be liable for a commission out of the amount of booking made as has been communicated by the Company to the Partner.

3.4 The Software that shall be licensed by the Company to the Partner shall be on an annual subscription based model for which the terms and conditions have been set out in our SaaS License Agreement.

4. TAXES:

4.1 All taxes including but not limited to service tax, to be paid in relation the services provided by the Partner shall be solely borne by the respective Partner.

5. TERM AND TERMINATION:

5.1 This Agreement shall commence from the Effective Date and shall remain in force till it is terminated by either Party.

5.2 This Agreement may be terminated by the Company, for convenience, by providing the Partner a written notice of sixty (60) days through its registered e-mail address provided to the Company.

5.3 However, in the following events the aforementioned notice period shall not be applicable and either Party may terminate this Agreement with a written notice, through registered e-mail address, of thirty (30) days –

5.3.1 Material breach of any of the terms of this Agreement and failure of breaching party to rectify such breach;

5.3.2 Insolvency, bankruptcy, change in control of management or winding up of the Party;

5.3.3 Services under this Agreement become illegal due to any change in applicable laws.

6. EFFECTS OF TERMINATION:

- 6.1 On the Termination of this Agreement in line with clause 5 above, the Partner's registration with the Company shall be cancelled and the Partner shall be de-listed from the Platform.
- 6.2 The Partner shall not be able to accept any bookings through the Platform
- 6.3 The Partner shall immediately be required to cease from associating, marketing, promoting with the Company.
- 6.4 Any undisputed payments due from either Party to the other shall be settled within thirty (30) days from the termination of this Agreement. All disputed payments shall be settled through the dispute resolution set out in clause 13 of this Agreement.

7. REFUND AND CANCELLATION POLICIES:

- 7.1 In the event that the Partner desires to terminate this Agreement, the Partner understands and acknowledges that any payments made by the Partner to the Company shall not be refunded.
- 7.2 In the event that the Partner has to cancel/postpone any event, provision of its services or scheduled workshop, activity etc., it shall promptly within 48 hours, notify the same in writing to the Company and the Users. In this event, the Partner understands and acknowledges that the commission earned by the Company shall not be refundable to the Users or to the Partner.

8. REPRESENTATIONS AND WARRANTIES:

- 8.1 Parties represent and warrant that they are validly existing entities under the applicable laws of India;
- 8.2 Parties represent and warrant that they have the authority to enter into this Agreement;

8.3 The performance of this Agreement by either Party shall not violate any law or regulatory or court order;

8.4 The Partner represents and warrants to honor the bookings made through the Platform;

8.5 The Partner represents and warrants to adhere by its confidentiality obligations under this Agreement and to not breach the Company's or any other third party's intellectual property rights;

9. OBLIGATIONS OF THE PARTIES:

9.1 COMPANY:

9.1.1 The Company shall initiate refunds for cancellations, in line with the respective Partner's policies.

9.1.2 The Company shall be responsible for marketing, promoting and advertising the services of the Partner on the Platform.

9.2 PARTNER:

9.2.1 The Partner shall be responsible and liable to update its details including but not limited to services offered, description of services, rates, address, reviews with the Company.

9.2.2 The Partner shall share its payment, refund, cancellation policies with the Company.

9.2.3 The Partner shall be solely responsible and liable for the security and safety of the Users.

9.2.4 The Partner shall adhere to the rates, specifications, details provided by it on the Platform.

9.2.5 The Partner shall be responsible for maintaining the brand image of the Company.

9.2.6 The Partner shall not make any statements, misrepresenting on behalf of the Company without obtaining prior written consent from the Company.

9.2.7 The Partner shall update, the Company with regards to deals/discounts/vouchers being offered on the services.

9.2.8 The Partner shall inform the Company within 7 days, about changes in its pricing and other policies. In the event that there is a delay beyond the stipulated period of 7 days, the Partner understands and acknowledges that it will be required to accept bookings in line with the previous pricing and other policies.

10. CONFIDENTIALITY:

10.1 The Partner acknowledges that, in and as a result of the Services for the Company, the Partner shall be exposed to certain confidential information of the Company and its Users. Confidential Information includes without limitation names, telephone numbers, e-mail addresses, age of the children, residential addresses of the Users, whether in verbal, written or electronic form ("**Confidential Information**").

10.2 The Partner covenants that it shall keep Confidential Information confidential, and shall be responsible for taking reasonable steps to ensure that Confidential Information is not disclosed to any third party. Further, the Partner shall not, except with the prior written consent of the Company, at any time during or following the termination of this Agreement, directly or indirectly, divulge, store, use, reveal, report, publish, transfer or disclose to any third party, for any purpose whatsoever, any Confidential Information; reproduce, duplicate or copy such Confidential Information or any part thereof in any manner or form, including by way of notes or summaries; reverse-engineer, decompile, or disassemble Confidential Information to the Partner under this Agreement and shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, or other notices of ownership or confidentiality from any originals or copies of Confidential Information; or use such Confidential Information for any purpose other than in relation to the Agreement.

10.3 The foregoing obligations of confidentiality and non-disclosure shall not apply when:

10.3.1 the Confidential Information was in the public domain at the time of disclosure to the Partner; or

10.3.2 disclosure is required by law or court order, provided the Partner gives the Company at least ten (10) days prior written notice of any such legal process seeking disclosure so that the Company may contest such process or seek a protective order; or

10.3.3 disclosure is made, after obtaining the written consent of the Company.

10.4 Partner shall immediately, but within a period of two (2) days, return to the Company or destroy all Confidential Information either on termination of this Agreement or at the written request of the Company. The Partner shall certify its compliance of this clause in writing to the Company.

10.5 The Partner recognizes and acknowledges the confidential and proprietary nature of any Confidential Information and understands that an irreparable injury could result to the Company, in the event of a breach of any provision of this Agreement. The Partner understands that in such eventuality, damages alone would not constitute adequate relief for the Company. Accordingly, in the event of breach or threatened breach of this Agreement, the Company shall be entitled to seek injunctive relief and/or other appropriate equitable relief.

10.6 The Partner shall restrict access to Confidential Information received from the Company to those employees, contractors and persons in the Partner's organization who have a strict need to know such Confidential Information in order to perform its obligations hereto and are made aware of its obligations to hold such confidential information secret and confidential. The Partner shall be responsible for any breach of this Agreement by its employees, contractors and personnel. The obligations of the Partner hereunder shall survive the expiration or termination of this Agreement.

11. INTELLECTUAL PROPERTY RIGHTS:

11.1 Partner acknowledges that Company owns and retains all the Intellectual Property Rights ("IPR") including but not limited to designs, copyright, patent, drawing or any other prevalent intellectual property rights in or to the Confidential Information, Platform, brand name, logo.

11.2 The Partner may use the IPR of the Company only for the limited purposes of this Agreement and only after obtaining prior written consent of the Company. Partner commits and acknowledges that after termination of this Agreement it shall not, directly or indirectly use any IPR for its own purpose or any other commercial purpose.

11.3 Nothing in this Agreement shall be deemed to be a license to use, transfer or modify the IPR of the Company.

11.4 Partner agrees, at its own cost, to do all things necessary to give effect to this clause, including signing documents and procuring third party licenses.

12. DATA PROVIDED BY THE PARTNERS:

12.1 The Partner understands and acknowledges that for the purposes of this Agreement and provision of the Services, the Company shall retain the data, images, photos, pricings, reviews, ratings (“**Partner Data**”) provided by the Partner on the Platform for as long as the registration of the Partner is valid with the Company or for as long as may be legally required, whichever is later.

12.2 The Partner understands that Partner Data is and shall remain the property of the respective Partner.

12.3 The Partner understands and acknowledges that any Partner Data shared by the Partner with the Company shall be displayed on the Platform and shall not be protected by obligations for Confidential Information.

13. SECURITY:

13.1 It is understood by the Partner that the Company is merely an online marketplace and it does not operate the services provided by the Partner on its own.

13.2 It shall be the sole responsibility and liability of the Partner to ensure that the Company’s Users remain safe and secure while availing the services offered by the Partner.

13.3 The Company shall not be liable for any security breach on account of the Partner, whilst providing the services to the Users.

14. INSURANCE:

14.1 The Company shall not be responsible and liable for any damages, bodily injury or death of the Users while availing the services offered by the Partner. The Partner undertakes that it has obtained third party liability insurances as per the industry standards and as applicable to the services to be provided under this Agreement to deal with claims instituted by third parties, including but not limited to Users against the services provided by the Partner.

15. INDEMNITY:

15.1 The Partner shall indemnify and hold harmless the Company, and each of its respective equity holders, managers, directors, officers, employees, agents and other representatives (each an "**Indemnified Party**"), to the fullest extent permitted by law or equity, from and against any and all judgments, losses, claims (whether or not valid), damages, costs, fees, expenses or liabilities, joint or several ("**Claims**"), to which an Indemnified Party may become subject, related to or arising out of:

15.1.1 the listing of the Partner on the Company's Platform and its engagement under this Agreement, or the Services rendered by the Partner under this Agreement; or

15.1.2 any actual or threatened claim, litigation, investigation, proceeding or action in any court or before any regulatory, administrative or other body relating to any of the foregoing;

15.1.3 the breach of security, safety standards, third party intellectual property rights and confidentiality in providing its services.

15.2 The Partner agrees to defend the Company from and against any and all Claims, at its sole cost.

- 15.3 The Partner shall not enter into any settlement that imposes any liability or obligation on the Company without its prior written consent.
- 15.4 The Company reserves its right at its sole discretion to step in to defend and settle the Claims in the event that they find the defense taken by Partner to be unsatisfactory.
- 15.5 The Partner agrees and undertakes to reimburse the costs incurred by the Company in defending or settling the Claims.

16. LIMITATION OF LIABILITY:

- 16.1 Each Party shall not be liable to the other for consequential, indirect or punitive damages for any cause of action, whether in contract, tort or otherwise, except for:

16.1.1 Claims and damages for which the Partner has an obligation of indemnity under this Agreement;

16.1.2 Any grossly negligent, willful or fraudulent act or omission of the Partner; or

16.1.3 Any breach of provisions related to security, insurance or Confidential Information by the Partner.

- 16.2 Notwithstanding anything contained in this Agreement or elsewhere, the maximum liability of the Company in any case shall not exceed the commission paid/payable to the Company under the transaction that has given rise to Claims.

17. ARBITRATION:

- 17.1 In the event of any dispute arising out of or in relation to this Agreement, the Parties shall try and resolve the dispute amicably in good faith through negotiations. In case the dispute is not resolved within a reasonable time, the Parties agree to submit the same for arbitration to a sole arbitrator, appointed by the Company. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in the English

language and the venue shall be Pune. The award of the arbitration proceedings shall be final and binding on the Parties.

18. GOVERNING LAW AND JURISDICTION:

18.1 This Agreement shall be governed by and construed under the laws of India. Subject to arbitration clause above, any dispute arising out of or in relation to this Agreement shall be submitted to the sole jurisdiction of the courts of law at Pune.

19. INDEPENDENT CONTRACTOR:

19.1 The Partner acknowledges that this Agreement is not intended to nor does it create any employment agreement, agency, partnership or joint venture between the Parties. The Partner shall be an independent contractor under this Agreement.

19.2 Partner shall be solely responsible for the payment of any dues to its officers, employees, sub-contractors or agents (collectively, the "**Personnel**"). Partner agrees and understands that its Personnel shall not be employees of the Company for any reason whatsoever. The Company shall not be liable to the Partner and its Personnel for any employment benefits or other applicable statutory dues and any and all similar provisions now or hereafter imposed by any governmental authority with respect to any payments made by the Company to the Partner.

20. MISCELLANEOUS:

20.1 FORCE MAJEURE:

In the event either Party is delayed or prevented from performing this Agreement or obligations hereunder, due to any cause beyond its reasonable control, including but not limited to earthquake, tsunami, flood, war, Government sanctions, restrictions, guidance, notifications and Acts of God or civil unrest ("**Force Majeure**"), such delay shall be excused during the continuance of delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been resolved. In the event, any such delay continues for a period of more than thirty (30) days, either Party may terminate this Agreement under which performance is delayed upon prior written notice to the registered e-mail address of the other Party.

20.2 NOTICES:

Any and all notices that the Partner is required or may desire to give to the Company hereunder, shall be given by addressing the communication to the address set forth at the start of this Agreement, and any and all notices that the Company is required or may desire to give to the Partner hereunder, shall be given by addressing the communication to the registered e-mail address of the Partner. Any change to the abovementioned address of the Company shall be displayed on the Platform, within thirty (30) days of such change.

20.3 NO ASSIGNMENT:

The Partner shall not assign its rights under this Agreement without the prior written consent of the Company. The Partner shall not sub-contract any of its obligations (or part thereof) under this Agreement to any third party without the prior written consent of the Company.

20.4 SEVERABILITY:

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provision (or remaining part thereof).

20.5 WAIVER:

No delay or failure of the Company in exercising any right and no partial or single exercise of any right shall be deemed to constitute a waiver of that right or any other rights under this Agreement.

20.6 AMENDMENT:

This Agreement may not be altered, or modified except by a written agreement or addendum signed by the Company.

20.7 ENTIRE AGREEMENT:

This Agreement contains the entire agreement and understandings by and between the Parties with respect to the covenants herein described, and no representations, promises, agreements or understandings, written or verbal, not herein contained shall be of any force or effect.

I ACCEPT