

The graphic features a blue header with the Davinci logo and the text 'MEETING & CONFERENCE ROOMS'. Below this, a large headline reads 'INCREASE YOUR MEETING SPACE REVENUES JOIN THE DAVINCI PARTNER NETWORK!'. The main body is divided into two columns, each containing a list of benefits marked with green checkmarks. The left column lists: 'LEVERAGE YOUR EMPTY MEETING SPACES', 'GET MEETING ROOM BOOKINGS', 'GET FULL-TIME SPACE LEADS', and 'INCREASE VARIABLE SERVICE REVENUES'. The right column lists: 'FREE GLOBAL ADVERTISING', 'GET PAID BY DAVINCI - GUARANTEED', 'NO BAD DEBT, NO COLLECTIONS', and 'NO COST TO PARTICIPATE'.

DAVINCI MEETING & CONFERENCE ROOMS

**INCREASE YOUR MEETING SPACE REVENUES
JOIN THE DAVINCI PARTNER NETWORK!**

✓ LEVERAGE YOUR EMPTY MEETING SPACES	✓ FREE GLOBAL ADVERTISING
✓ GET MEETING ROOM BOOKINGS	✓ GET PAID BY DAVINCI - GUARANTEED
✓ GET FULL-TIME SPACE LEADS	✓ NO BAD DEBT, NO COLLECTIONS
✓ INCREASE VARIABLE SERVICE REVENUES	✓ NO COST TO PARTICIPATE

How to Join the Davinci Preferred Partner Network

1. Complete Partner Agreement.
2. Gather your best descriptions and photos.
3. Send everything to partnernetwork@davincivirtual.com
4. Call Erin Martin, Operations Manager at 866-661-5588 with any questions.

Happy Quotes from Davinci Partners

"Davinci is the epitome of an excellent partner to OfficeLinks - they add immeasurable value to our business. Their team is an absolute delight to work with - they are well-informed on the OfficeLinks products, are detailed and courteous." - **OfficeLinks**

"Rockefeller Group Business Centers has been a partner with Davinci for 3 years. I never imagined that they could add so many new clients to our portfolio. In addition to the virtual office clients, we have seen a steady growth in our conference room revenue. What makes this relationship so exciting is the professionalism of the support staff. Not only does Davinci offer a top notch service, but they are constantly looking at ways to increase revenue by adding services." - **Rockefeller Group Business Centers**

"American Executive Centers has truly enjoyed our relationship with Davinci Virtual for over 5 years. Through their global marketing efforts, Davinci is bringing us clients who would never have found American Executive Centers and they are adding significant numbers to our bottom line. Davinci has even referred several private office clients to us. We are happy, Davinci is happy and the clients are happy, the executive suite Trifecta, everybody wins!" - **American Executive Centers**

Partner Agreement Davinci Meeting Rooms, LLC

Company:			
Billing Address:			
City, State:		Zip:	
Website:			
Corporate Contact:		Phone:	
Email:		Fax:	

Terms of Partnership

1. Davinci agrees to:

- a. Pay Partner monthly for the conference room rental, secretarial services, or other variable services ordered via email or in writing by Davinci or its clients at the rates stated in Exhibit A.
- b. Process all payments due within 15 business days from physical receipt of invoice.
Note: Davinci will issue checks within 15 business days. Mail delivery time may be added.
- c. List Partner's address and center information on www.davincimeetingrooms.com and/or in other selected Davinci marketing materials at no charge to the Partner.
- d. Use best efforts to refer clientele seeking full-time or long term office space to Partner.
- e. Provide Partner with advance notice of conference room booking cancellations 24 hours prior to the reserved time (in accordance with the individual centers cancellation & billing procedures.)

2. Partner Center agrees to:

- a. Invoice Davinci monthly for the services at discounted rates outlined in Exhibit A of this agreement.
- b. **NOTE: For clients provided by Davinci Virtual, LLC USA:**
Please email invoices to partnercenterbilling@davincivirtual.com, attention Coco Quillen to facilitate immediate processing.
- c. Not to charge late fees in excess of \$50.00 total per month. NOTE: Late fees only apply if Davinci cannot show post date of 15 Business days or earlier from physical receipt of invoice.
- d. Obtain written permission from Davinci before allowing customer charges exceeding \$100.
- e. At no time disclose pricing or solicit Davinci Clients during the term of this agreement and for a period of one year after the termination thereof without written consent from Davinci.
- f. Recognize this as the main agreement between the Partner and Davinci. The terms defined in this agreement shall override any terms defined in any other agreement between Davinci and the Partner.
- g. Pay Davinci a referral fee (amounting to 10% of the base rent value for up to 12 months) for the successful long-term (one-month or longer) office rental referred to the Partner by Davinci.

Terms of Partnership

3. Other terms to be observed by and between the parties:

- a. **TERM & CONDITIONS.** Davinci reserves the right to modify the terms and conditions of this agreement with 30 days written notice to partner & with the agreement of the partner.
- b. **PRICE.** The initial prices for facilities and services are set by this agreement as outlined in Exhibit A. Partner shall have the sole discretion to set all pricing for its facilities and services at each of its locations. With 30 days written notice to Davinci, Partner shall have the right to modify said prices and/or applicable taxes. However, reservations made prior to the publication of such changes shall be honored by Partner for 90 days with respect to Davinci's Clients.
- c. **RESTRICTIONS.** Without the consent of the other party neither party shall use the name of the other or imply in any way that their partnership extends past the bounds of this agreement.
- d. **DAMAGES.** Partner has the right to require Davinci's Clients to sign a damage waiver before using Partner's facility. It shall be the duty of Partner to collect directly from Davinci Clients any damages that occur during or resulting from a Davinci Client's use of Partner's facilities.
- e. **LIABILITY.** Davinci or Partner shall not assume liability of any issue arising from any other relationship between Partner and Davinci Client beyond the relationship defined in this agreement. Davinci shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of riots, explosion, acts of God, war, terror, governmental action, or any other cause which is beyond reasonable control of Davinci.
- f. **TERMINATION.** This agreement may be dissolved at any time by written agreement of the parties, in which event the parties shall give each other sufficient time to finish pending and existing contracts, and to settle any outstanding business of the agreement. Either party may terminate this agreement immediately upon written notice for the material breach of the other party, which material breach has remained uncured for a period of thirty (30) days (if curable) from the date of delivery of written notice thereof to the breaching party.
- g. **ARBITRATION.** Any controversy or claim arising out of or relating to this agreement or the breach hereof shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
- h. **ASSIGNMENT.** This agreement may not be sold, or otherwise transferred by Partner (including any portion of the assets of Partner or change in control of the Partner) without the prior written approval of Davinci. Davinci may exercise full transfer and assignment rights.
- i. **TAXES.** In addition to any other payments due under this agreement, Partner agrees to pay, and to indemnify and hold Davinci harmless from, any sales, use excise, import or export, value added, or similar tax or duty not based on Davinci's net income, including any penalties and interest, as well as any costs associated with the collection or withholding thereof; and all governmental permit fees, license fees and customs and similar fees levied upon delivery by Davinci.

We are DAVINCI VIRTUAL LLC of 2150 South 1300 East, Suite 200, Salt Lake City, Utah. This Agreement incorporates Exhibit A attached to this Agreement, which you confirm you have read and understood. We both agree to comply with those terms and our obligations as set out in them.

Name		(printed)	Name		(printed)
Title		(printed)	Title		(printed)
Date		(printed)	Date		(printed)

SIGNED on your behalf – Partner

SIGNED on our behalf – Davinci Virtual

Exhibit A – Partner Center Locations and Pricing

Center Name:			
Street Address:			
City, State, Zip:			
Parking Information:			
What is the protocol for visitors at your building? (Security, Photo ID, etc.)			
Hours of Operation:		After Hours Offered?	

General Contact:		Phone:	
Email:		Fax:	
Billing Contact:		Phone:	
Email:		Fax:	
Conference Contact:		Phone:	
Email:		Fax:	
Please give best way to contact you to schedule meeting rooms	<i>Do you prefer bookings via email, do you have an online calendar, etc.</i>		

Meeting Room Information

Service	Standard Center Rates			Davinci Discount (Minimum 50%)			Conf. room Capacity
	Hourly	½ Day	Full Day	Hourly	½ Day	Full Day	# of People
Conference Room Name <i>(ex: Adams Boardroom)</i>							

Extra Services in Meeting Rooms

Service	Standard Center Rates	Davinci Discount (Minimum 50%)	Room services are offered in/ and notes
LCD Projector			
Wired Internet			
Wireless Internet			
Phone Use			<i>(Conference call capable?)</i>

Computer Rental			
Video Conferencing			(Please give brand name, type of connection, etc.)
White Board			
TV / DVD			
Catering Options			
Beverage Service			

MEETING ROOM & CONFERENCE ROOM TERMS AND CONDITIONS.
For all reservations, cancellations received less than 24 hours prior to the reserved date (notice given during normal business hours) can be assessed the total fee. Reservations not made through Davinci are not guaranteed in any way. Client's written notice to change or cancel an existing reservation must be in writing.