

Terms of Partnership

1. Davinci agrees to:

- a. Pay Partner for monthly mail, mail forwarding services and/or monthly recurring packages/memberships at fixed rates as stated in Exhibit A.
- b. Pay Partner monthly for the conference room rental, secretarial services, or other variable services ordered electronically, via email or in writing by Davinci or its clients at the rates as stated in Exhibit A.
- c. Process all payments due within 15 business days from physical receipt of invoice.
Note: Davinci will issue payment within 15 business days. Mail delivery time may be added.
- d. Provide Partner with notarized, completed US Postal form including copies of valid identification for each Davinci Client.
- e. List Partner's address, services, images and center information on Davinci's website(s) and/or in other selected Davinci marketing materials at no charge to the Partner.
- f. Use best efforts to refer clientele seeking full-time or long term office space to Partner.
- g. Provide Partner, for each contracted mail account, the appropriate set-up information, such as mail forwarding instructions, start dates, etc.
- h. Provide Partner with advance notice of workspace and/or meeting room booking cancellations at least 24 hours prior to the reserved time. Any reservations that are cancelled by Davinci within 24 hours of reservation start time may incur full charges by Partner based on wholesale rates. If Partner elects to cancel a confirmed Davinci reservation within 24 hours of reservation start time, Partner agrees to reimburse Davinci for all applicable charges based on wholesale rates. Only reservations, changes and/or cancellations made through Davinci are guaranteed.
- i. Provide Partner with 30 day written notice of cancellation, unless client defaults for non-payment as outlined in 2k.

2. Partner agrees to:

- a. Invoice Davinci monthly for services authorized by Davinci at wholesale rates as stated in Exhibit A of this agreement.
- b. Provide mail and address services for Davinci Clients at the wholesale rates outlined in Exhibit A.
- c. Set up services for Davinci Clients within 24-48 hrs of receipt of client documentation from Davinci. Davinci will pay the first month of service on a prorated basis.
- d. Forward mail for Davinci Clients at a cost of no more than 20% greater the cost of postage and supplies.
- e. Partner agrees not to charge Davinci any set-up fees or deposits for the establishment of address and / or mail services for its clients.
- f. **NOTE:** Please email all invoices to partnercenterbilling@davincivirtual.com to facilitate immediate processing. Invoices must be submitted within 90 days of service rendering. Any invoices submitted past 90 days of service rendering are not eligible for payment.
- g. Not to charge late fees in excess of \$50.00 per month total. **NOTE:** Late fees may only be applied if Davinci cannot show post date of 15 business days or earlier from physical or electronic receipt of invoice.
- h. Obtain written permission from Davinci before allowing any charges requested by a Davinci Client to exceed \$100 USD.
- i. 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.
- j. Not recruit any of Davinci's employees for any purpose without written consent during this agreement for a period of one year immediately following termination for this agreement either directly or indirectly.
- k. Allow Davinci to cancel Client services at point of written notice if Davinci Client defaults on payment or cancels service contract with Davinci. Davinci will continue to pay the monthly service fee to Partner until effective date of such written notice of cancellation on a prorated basis.
- l. 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(s) between the Partner and Davinci.
- m. Pay Davinci a referral fee (amounting to 10% of the base rent value of the lease term including renewals) for any successful full time office rental referred to the Partner by Davinci. Referrals are defined as any new lead or client who contacts Davinci or uses Davinci services at the Partner's location, this includes meeting room reservations and virtual office clients. Referral fee must be received within 30 days of invoice date. Payments received later than 30 days are subject to a 10% late fee of invoiced amount.
- n. Partner agrees to make best efforts to implement [Davinci's Health & Safety Recommendations](#)
- o. Give Davinci an unlimited royalty free licence to host, use, store, copy, modify, to distribute and make the listing content (including but not limited to all images, text and documents) "Content" available to third parties and partners to perform the services and warrants that Partner has all necessary legal rights to share the Content with Davinci and the receipt and use of the listing content by Davinci in accordance with this agreement shall not infringe the intellectual property rights of any third party.

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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.
- b. **RATES.** The initial rates for facilities and services are set by this agreement as outlined in Exhibit A. Partner shall have sole discretion to set Davinci wholesale pricing for its facilities and services at each location. With 30 days written notice to Davinci, Partner shall have the right to modify said pricing and/or any applicable rate changes. However, Davinci workspace and/or meeting reservations confirmed prior to the effective date of said changes shall be honored by Partner for 90 days.
- c. **RESTRICTIONS.** Without the consent of the other party neither party shall use the name and/or brand 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 facilities. It shall be the duty of the Partner to collect directly from Davinci Clients any damages that may occur during or may result 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 under this 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.