



商户服务合同（2015）

本协议由甲方__（客户名称）__（以下简称为“客户”）及乙方__上海聪享信息科技有限公司__（以下简称为“供应商”）经友好协商，就甲方向乙方购买BON APP（www.bonapp.cn）（以下简称“APP”）商户服务及、或相关增值服务事宜后订立。本合同订单和本合同条款一起构成甲、乙双方之间就上述事宜而订立的完整的BON APP商户服务合同。甲方承认并同意，甲方在订立本合同前认真阅读并完成认可本合同条款。

服务内容

服务内容：指乙方为甲方卖出独家套餐。乙方利用其网络、软件技术等优势（包括基于乙方拥有自主知识产权的“商户后台系统”），为实现甲方在BON APP上发布其公司和产品等信息资料（具体发布方式和内容以本合同订单为准），提供技术支持与技术服务（其中包括利用“商户后台系统”进行资料上传，信息或订单确认、查看监测数据等）。

验收、审核和发布

- 1，甲方应在本合同签署后，最迟在本合同订单所列明相关服务的发布起始时间之前第5个工作日，向乙方提供用于本合同订单所列相关服务的全部信息资料，包括整份套餐菜单，餐厅logo，5张套餐菜品、餐厅环境照片以及价格供乙方进行审核，其中电子文本限DOC\TXT格式。
- 2，乙方在电子套餐发布后，电子套餐在发布期内，发布内容和价格不可随意变更。
- 3，若甲方未及时向乙方提供相关信息资料，或提供的相关信息资料不符合要求，或未及时按照对本条第2款内容进行相关确认的，因而导致本合同第三条所列服务的实际开始履行日期延迟的，相关服务截止日期不顺延，相关损失由甲方自行承担。

费用及其支付和返还

- 1，乙方以甲方在套餐折扣后的实收价格为基础收取10%服务费，在本套餐活动结束的当月自然月月底，乙方将扣除已销售套餐服务费，并将余款汇入甲方指定账户。
- 2、本条所指甲方指定账户如下：

收款人：

开户行：

账 号：

争议的解决及适用法律

- 1，如双方就本合同内容或其执行发生任何争议，双方应进行友好协商；协商不成时，由乙方所在地人民法院管辖。
- 2，本合同的订立、执行、解释及争议的解决均适用中国法律。

其他

- 1，其他未尽事宜由甲乙双方另行协商，本合同附件为本合同不分割的一部分，效力与本合同相等。
- 2，本合同一式二份，双方各执一份，均具有同等法律效力。

Promotion Partnership contract

This is a contract entered into by Bon App (hereinafter referred to as "the Provider") and [CLIENT NAME] (hereinafter referred to as "the Client") on this date, [DATE]

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered."

Scope and Manner of Services

The provider will promote and manage exclusive set menu group dinner event through Bon App's 'Meet' function.

The provider will take payment from users through Bon App digital payment at time of booking.

Acceptance, review and publication

- 1, The Client will need to provide all relevant details for the set menu dinner at least 5 days prior to the agreed deal launch date. Including full menu, venue logo and pricing.
- 2, Once the deal is live no changes can be made to the set menu content or price.
- 3, If all details are not provided in time The Provider reserves to right to not publish the set menu deal.

Payment for Services Rendered

The Provider shall retain, for services rendered, a total of 10% of the exclusive set menu deal price for each deal redeemed.

The provider will transfer the remaining 90% of the total amount for each set menu event directly to the client by the end of the calendar month that the dining event takes place.

Applicable Law

This contract shall be governed by the laws of the People's Republic of China.

Jurisdiction

All disputes arising out of the contractor concerning the contract, shall be submitted to Shanghai Arbitration Commission in accordance with its Rules of Arbitration in China. The arbitral award is final and binding upon both parties.

The contract goes into effect after the contract is signed by both parties and payment is received

Duplicates of the contract will be held by both parties and both are equally valid.

甲方 / Client

乙方 / Bon App:

联系地址 / Address

联系地址 / Address

联系人 / Contact

联系人 / Contact

邮编 / Zip Code:

邮编 / Zip Code:

电话 / Phone:

电话 / Phone:

授权代理人 / Signature:

授权代理人 / Signature:

签订地点: 上海市

区

签订日期: