ONLINE SERVICES AGREEMENT

FOR LE PETIT CHEF AT [Hotel\_name\_1

], [ Berlin ]

This agreement is made on [ ] between:

1. **2Spicy** **Entertainment** **GmbH** (a limited liability company incorporated in Germany with Company Registration number: HRB33457 and tax number DE320400383), the sole and exclusive representative of Le Petit Chef in [ ], with its address at Borsigstraße 15, 65205 Wiesbaden, Germany (the “**Platform**”);

and

1. [

] (a limited liability company incorporated in [ Malaysia] with Company Registration number: [

]) trading as [

]

], with its address at [

the “**Local** **Partner**”).

Each a party and together the parties. WHEREAS

* 1. The Platform provides various online services such as website creation, digital marketing, payment gateway, booking platform and use of the Contracted Works in return for a revenue share of the business.
  2. The Local Partner is a hotel that wants these services from the Platform in relation to the Contracted Works.
  3. Both parties wish to collaborate on the revenue sharing arrangement in relation to these services and the Contracted Works on the following terms and conditions.

NOW THE PARTIES AGREE AS FOLLOWS:

# Definition and Interpretation

The following expressions in this Agreement shall be interpreted as follows:

“**Contracted Works”** means all the 3D projection mapping material relating to Le Petit Chef works, including Le Petit Chef 1; Le Petit Chef 2 (In the Footsteps of Marco Polo); and Le Petit Chef 3 (How to be the World’s Greatest Chef); collectively, including video, images, drawings, rendering written works, story boards layouts or other expressions and props (in whatever language or medium).

For identification purposes, Le Petit Chef 1 includes the following choice of videos:

* 1. Bouillabaisse: [www.youtube.com/watch?v=T2dQ8ojLakg](http://www.youtube.com/watch?v=T2dQ8ojLakg)
  2. Lobster:

https://[www.youtube.com/watch?v=dMoPfBFOWt8&list](http://www.youtube.com/watch?v=dMoPfBFOWt8&list)

=RDCMUCpuIVdp\_4O4GDm1kT6Cng7Q&index=3

* 1. BBQ: [www.youtube.com/watch?v=yBJEP4lsRFY](http://www.youtube.com/watch?v=yBJEP4lsRFY)
  2. Chicken: https://youtu.be/gOd2hOlVjr0
  3. Salad: https://youtu.be/PXi3Ws-FPds
  4. Ice-cream: [www.youtube.com/watch?v=LXyX-OvZlUg](http://www.youtube.com/watch?v=LXyX-OvZlUg)
  5. Crèmebrulee: [www.youtube.com/watch?v=8F\_FknGkL10](http://www.youtube.com/watch?v=8F_FknGkL10)

And Le Petit Chef in the Footsteps of Marco Polo can be identified at [www.youtube.com/watch?v=KZ3JbvZMzWA.](http://www.youtube.com/watch?v=KZ3JbvZMzWA)

# Online Services in return for Revenue Share

1. The Platform shall provide various online services and the use of the Contracted Works in consideration of the Local Partner providing a share of the revenue from the sale of the tickets in the Contracted Works as provided below.
2. The online services provided by the Platform shall include:
   1. website creation;
   2. digital marketing;
   3. payment gateway;
   4. booking platform management; and
   5. content for customers.

# Revenue Share Arrangement

1. All matters relating to revenue for this agreement shall be provided in Schedule 3 (Revenue Arrangements) of this agreement only.
2. As provided in Schedule 3 (Revenue Arrangements), the parties shall share the food revenue portion for the show of the Contracted Works as follows:

The Local Partner : 60% (sixty percent) The Platform : 40% (forty percent)

# Term

1. This agreement shall operate for 6 (six) months. It will run from [ ] to [ ](inclusive).
2. This term will auto renew for a further period of 4 (four) months, from [ ]to

[ ], unless this agreement is terminated as per clause 22 (Termination) below.

# Venue

1. The Contracted Works are only to be shown at the [Meeting Room 1&2 of Event Space, *Level 3*] of the Local Partner only. Having the Contracted Works at any other part of the hotel is

prohibited.

1. A maximum of [ ] seats will be available for each show. These will be in the configuration of: [ ] units of 4 pax table.

Note: Due to this configuration, the maximum online sale will be for [ ] pax – for higher numbers, customers should call in so they can be informed that groups bigger than [ ] will not be able to sit together.

# Customer service

1. Customer service must be provided to potential clients for any questions they may have before they purchase tickets for the Contracted Works online.
2. In particular, the following channels will have to be managed by the Local Partner for customer service:
   1. emails : [ ]
   2. phone calls : [ ]
3. Details on the above channels will be provided on the lepetitchef.com website.

# Online booking platform

1. Customers are to make booking for the show of Contracted Works on the Platform’s booking platform only. Immediately upon confirmation of the booking by the customer, the system will generate an email that is sent to the Local Partner and the Platform.
2. The only exception to booking on the platform will be walk-in guests, special events and group bookings, as provided in clause 9 (Special Events and Group Bookings) below. Even these will have to be reflected on the booking platform as soon as confirmed to avoid double bookings.
3. The online booking platform will allow customers to book their seats for the Contracted Works in the date, timing and food preferences available. This booking platform will be hosted on the

lepetitchef.com website, with a specific sub-domain for the show by the Local Partner in [*lepetitchef.com/name-location*].

1. The Platform and the Local Partner will have equal access to the booking platform. There will be full transparency: we see what you see approach.
2. Operationally, the booking platform shall be configured to send emails to the Local Partner immediately when a booking is made by the customer. It will have details on name of customer, number of pax, food choice, extras requested (and other data as discussed between the parties).
3. The Local Partner can determine who receives this booking (it can include the F&B department, the reception, finance etc). The Local Partner shall designate one person to be the administrator for the booking platform – to determine who gets what access.
4. From the daily email or access to the booking platform, the relevant person(s) from the Local Partners team will input the booking information into the Local Partner’s Point-Of-Sale system.
5. Customers will be allowed to make booking and payment up to 2 (two) hours before each show.

# Special events, ~~and~~ group bookings and agent bookings.

1. Special events are any event which do not fit into the usual payment gateway approach. Or its where there is an addition to the regular show or request for items not specified on the online platform – for example, placement of marketing material or break in the presentation for product launch etc.

Group bookings are where clients (individual or corporate) would like to book an entire private show – for example a private birthday showing. General inquiries for these will be directed to a dedicated person in-charge from the Local Partner for assistance.

Agent bookings are sales booked by third party travel agent on behalf of their guests through a Local Travel Partner.

1. These special cases will be handled by the Local Partner like any other event at the hotel (usually the F&B team is the single point of contact for all issues – including any non-payment gateway transactions). Negotiation and collection of money will be by the Local Partner.
2. Once confirmed, the relevant shows and dates are to be blocked out on the online booking platform as per usual.

# Pricing to clients

1. The minimum price of the show before any discounts shall be Kids [ ] and Adult [ ]per seat [*nett/++* *price*].
2. Customers will be able to choose the following nett price dining options (with the menu to be confirmed by the Local Partner in due course):

|  |  |  |
| --- | --- | --- |
| a) Economy: | [ | ] |
| b) Business: | [ | ] |
| c) First Class: | [ | ] |
| d) Kids: | [ | ] |
| e) Add-ons: | [ |  |

]

1. Any special discounts, combo packages or seasonal promotions will be mutually agreed upon by both parties. These will be added to the Agreed Discounts category in Schedule 3 (Revenue Arrangements).

# Customer Deposits and Collection of Money

1. Customers will make booking for the show of Contracted Works on the Platform’s booking

platform only (the “**booking** **platform**”), and the payment of deposit shall be to the Platform.

1. The advance booking deposit required from the customers to reserve their seat for the show of the Contracted Works shall be [*NB:* *it* *will* *be* *a* *fixed* *figure* *of* *approximately* *10-30%* *of* *a* *single* *ticket* *price*] per reservation which will be paid to the Platform’s Stripe account. Note: Stripe is important for managing online payments, including refunds.
2. Each reservation is to be for a minimum of 2 (two) persons.
3. For revenue reconciliation between the parties, only the booking platform booking information will be relevant. Accordingly, the Local Partner shall ensure all relevant customer information is updated on the booking platform.
4. The parties agree that where possible, there will be NO refundable deposit, unless extremely necessary. Mostly, customers will be encouraged to return on another date. The Local Partner will decide on the appropriateness of the refund to the customer in each case.

# Local Partner Payments to the Platform | Reconciliation

1. To avoid tax issues in Germany, billing issues at month end and revenue manipulation concerns, the F&B team must update the booking platform every night with to ensure that it matches with the Local Partner’s Point of Sale system. This means the revenue amount stated in the booking platform must be the same as the revenue amount provided in the Local Partner’s system.

For example, if before the show, the booking system provided that 20 customers were supposed to come but after the show, it is found that only 19 customers came, then this change should be updated in the booking platform to ensure that the revenue amount is correct and matches what the hotel invoiced the customers.

Any update or change to the booking platform must be completed within 24 (twenty-four) hours of the reservation time as stated in the booking reference of the customer. After this time, the system will be locked and changes to the system will not be allowed.

1. If there is any uncertainty of the payment amount and/or the attendance after twenty four hours of the experience, then it will taken as confirmed by both parties that all the customers attended and the highest payment option was paid by the customers. This will be the final figures to be used for the reconciliation of payment.
2. Every 1st of the month onwards, the parties will look at the booking platform revenue reports for the total revenue of the Contracted Works collected by the Local Partner for sales of the preceding month.
3. After the parties have reconciled any uncertainties on the revenue collected, the Platform will issue an invoice to the Local Partner for the preceding month.
4. The Local Partner shall pay the revenue share to the Platform under this agreement no later than 15 (fifteen) calendar days after receipt of the relevant invoice.

The parties recognize that with international transfers, receipt may take 2-5 working days, plus delays due to holidays etc. Accordingly, the key shall be the transfer date, not the receipt date.

1. Overdue Payments. Any payment not transferred by the Local Partner by the 30th (thirtieth) day after receipt of the invoice shall accrue late charges at the rate of 2% (two percent) of the outstanding balance per month (30 days), or the maximum rate permitted by the governing law, until the date the amount is transferred. A grace period of 3 working days is extended before any interest on late payment is effected.

For example, if there was US$1,000 delayed for 15 days (after the 30 days allowed), then, the interest payable shall be:

1000 x (0.02 x 15/30) = US$10 interest payable

Therefore, the total payment of US$1,010 should be made relating to this delay.

1. The Local Partner shall further be responsible for all costs and expenses incurred by the Platform or its agents (including collection expenses, attorney and legal fees) in connection with the collection of such payments not made by the Local Partner on time or any other amounts overdue from Customer.
2. Non-Payment. If the Local Partner’s account is past due by 30 (thirty) calendar days, in addition to any other rights or remedies it may have under this Agreement, the Platform shall have the right to immediately cease the show of the Contracted Works. Specifically, it may:
   1. withdrawn the license for the show of the Contracted Works;
   2. suspend all showings of the Contracted Works (even to paid guests);
   3. disable the website;
   4. disable the booking platform; and
   5. repossess the equipment

until such amounts are paid in full. The Local Partner shall remain liable for any fees and other amounts payable under this Agreement during any period of suspension (including refunds to customers).

1. If the Local Partner is required by law to pay With Holding tax for payments to the Platform, then the withholding tax rate of [ ]**%** ([ ] percent) would be applicable to all payments made under this agreement.
2. This deduction to the amount payable by the Local Partner to the Platform for the withholding tax rate of [ ]**%** ([ ] percent) shall only be valid if the tax receipt for such payment by the Local Partner to the tax authorities is provided to the Platform within [ ] days from the relevant period when it was due.

# Marketing and Promotion

1. The Local Partner shall include the Platform in all launch activities, including getting approval for the press release, any marketing material relating to the Contracted Works and other matters

relating to this partnership.

1. The Platform and the Local Partner will be provided with 100 (one hundred) complimentary tickets in total – 60 (sixty) to the Local Partner and 40 (forty) to the Platform to be used for marketing and promotion. This can be for invitations to press, social media influencers, internal management / owners use, suppliers or any partners.
2. The Local Partner shall forward to the Platform any reviews on any media channel – this is to be used by the Platform to drive more traffic for the show of the Contracted Works through digital marketing.

# Booking System access

Both parties shall always have equal access to the booking platform. This is to ensure that both parties can monitor the revenue relating to the Contracted Works.

# Local Partner Obligation

1. The Local Partner shall take videos and pictures of the following before the launch for Platform approval:
   1. photobooth
   2. entrance to restaurant (with curtains)
   3. room with projection playing
   4. printed menu
2. video of each LPC video on plate
3. food presentation for each course
4. host doing the speeches
5. host and staff uniform
6. The Local Partner agrees to notify the Platform if there are any:
   1. changes to the above contract terms – including new seatings, prices, sponsors etc;
   2. any media or influencer reviews (or monthly summaries);
   3. changes to the photobooth, menu, food presentation, host speech; or
   4. other events that affect the sales, performance or sustainability of the Contracted Works.
7. The Local Partner shall use its best efforts to promote the show of the Contracted Works and to provide adequate support, which efforts shall include the following:
   1. Establishing and maintaining appropriate, attractive and accessible premises and facilities for the display and demonstration of the Contracted Works;
   2. Provide an adequate, trained sales and technical staff to promote the sale and support of the show of the Contracted Works; and
   3. Undertake promotional campaigns and canvas prospective users to stimulate the sales of the Contracted Works.
8. The parties agree that this the Contracted Work is a Fun Dining experience (not a fine dining experience). Accordingly, the goal of the parties is to be the most fun dining experience in the city. This is the best way to maximise revenue. Accordingly, the Local Partner agrees to make the relevant adjustments to its F&B services to stay within the theme of fun dining.

# Exclusivity

1. The parties agree and confirm that:
   1. the Local Partner shall be the sole and exclusive partner in

[ ] for the Contracted Works

during the term of this agreement, on condition that there is always a minimum of 6 (six) shows of the Contracted Works running per calendar week. If there are more than 3 calendar weeks per calendar month which do not meet this condition, then the Platform has the sole right to void this exclusivity clause; and

* 1. the Platform shall be the sole and exclusive projection dining experience in the Local Partner’s venue during the term of this agreement and 2 (two) months after. Projection dining includes, but is not limited to, any kind of dining which has an element of projection or LED screen (or other similar technologies). The exception to this restriction shall be single day events which are not open to the public, such as weddings or corporate nights.

# Use of the Contracted Works

1. The show of the Contracted Works to the public shall specifically be during the period, location and showtimes provided in this agreement only. No variation whatsoever is allowed unless with the written agreement of the Platform.
2. The Local Partner shall **not** (by any means or medium, electronic or otherwise, including over the Internet) release, exhibit, publish, distribute, reproduce, sell, sub-license or otherwise deal with any third party in relation to the Contracted Works for any reason whatsoever.
3. The Local Partner shall also **not** adapt, modify, revise, translate, amend or otherwise change the Contracted Works.
4. Ownership of IP rights in the Contracted Works remains with the Platform, and the Local Partner acknowledges the Platform’s exclusive ownership of these rights. The Local Partner acquires no right, title or interest in or to the Contracted Works other than a non-exclusive, non-transferable, revocable license of use. Any and all goodwill associated with the IP rights will inure exclusively to the benefit of the Platform.
5. The Local Partner shall not attempt to register any of the IP rights or any trademarks, service marks, logos, brand names, trade names, domain names and/or slogans confusingly similar to the Contracted Works.

# Deposit paid to the Platform by the Local Partner

The parties agree that there will be no deposit paid to the Platform by the Local Partner.

# Installation

1. The Platform shall provide the relevant Equipment, website and booking platform for the show of the Contracted Works.
2. The Platform shall be responsible, with the help of the Local Partner, to deliver and install the equipment at the venue on or before [ ]. It shall absorb the manpower and transport cost (eg customs) relating to these equipment.
3. The following items will be done at the cost and manpower of the Local Partner:

[ TO BE DISCUSSED ]

*[a) providing manholes for the fake ceiling and patching it up after projector installation is complete.*

*b) Providing certain equipment for use in the room eg Genie to reach the ceiling etc, AV media hardware setup.]*

1. During this agreement, the Local Partner shall provide complimentary hotel room and F&B to the Platform for a total of 10 (ten) days.

# Equipment

1. The Platform shall provide the items listed in Schedule 4: Equipment List provided by the Platform to the Local Partner at its Venue under the terms and condition of this agreement.
2. All title to the Equipment shall always remain with the Platform. The Local Partner acknowledges that the Equipment listed in Schedule 4: Equipment List provided by the Platform are the property of the Platform.
3. The Local Partner shall only have a limited, non-transferable, revocable license to use the Equipment for the performance of this agreement. It is not to be used for any other business whatsoever.
4. If there is any damage to these items, other than natural wear and tear, the Local Partner shall be liable to make good or replace these items immediately, and in any case no longer than 14 (fourteen) days from the date of the disfunction.
5. At the termination of this agreement, the Platform shall take the Equipment away.
6. **Further Actions**

The parties agree to execute any further documents and to take any necessary actions to complete this venture. In particular, the parties will agree to the specific Terms and Conditions relevant to the buyers of the show – to be shown on the website or booking platform.

# GENERAL PROVISIONS

1. **Intellectual** **Property** **Rights**
2. Ownership

The parties agree and acknowledges the Platform’s exclusive ownership of (1) the IP rights of the Contracted Works; and (2) the customer data that is collected on the booking platform. The Local Partner acquires no right, title or interest in or to the IP rights of the Contracted Works and the customer data. Any and all goodwill associated with the IP rights will inure exclusively to the benefit of the Platform.

1. The Local Partner shall not attempt to register any of the IP rights or any trademarks, service marks, logos, brand names, trade names, domain names and/or slogans similar to the IP rights.
2. The Local Partner shall, however, execute such documents and do all such acts and things as may be necessary in the Platforms’ reasonable opinion to establish the Platforms’ ownership of any rights in and to the IP rights, at the Platforms’ expense.
3. The Local Partner shall comply with all relevant Data Protection guidelines applicable in its country.

# Termination

1. In case of a dispute, the Parties shall negotiate in goodwill to reach an amicable settlement within a period of 30 (thirty) days as of the date of notification in writing from the aggrieved party of the dispute.
2. If there is a failure to reach an amicable settlement of the dispute after 30 (thirty) days of the notification by writing, the aggrieved party has the right to terminate this contract.
3. This Agreement may be terminated by either party with 60 (sixty) days written notice.
4. This written notice of termination can only be sent 3 (three) months after the date of this agreement.
5. Such termination should be reasonable, considering the performance of the other party of terms under this agreement. Breach of any clause in this agreement shall be reasonable grounds of termination.
6. If there is any kind of intentional revenue manipulation by the Local Partner, this shall be sufficient ground for immediate termination of this agreement by the Platform (if the Platform so wishes). Intentional revenue manipulation shall not include human error or genuine mistakes. Regardless of whether there is termination by the Platform, if there is intentional revenue manipulation by the Local Partner, then the Local Partner shall immediately pay the Platform 10 (ten) times the value of loss suffered by the Platform as compensation. Immediately is defined as within 14 calendar days.

# Force Majeure

If a party’s performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, a travel restriction issued by a governmental agency, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the party’s control that in each case make it illegal or impossible to perform its

obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence.

# Confidentiality

1. Any information pertaining to either party’s business to which the other party is exposed as a result of the relationship contemplated by this Agreement shall be considered to be “**Confidential** **Information**”. Neither Party may disclose any Confidential Information to any person or entity, except as required by law, without the express written consent of the affected Party.
2. The receiving party may disclose Confidential Information of the disclosing party only to those of its employees or contractors who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee or contractor, such employee or contractor shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement.

# Independent Contractors

1. It is understood that both Parties hereto are independent contractors and engage in the operation of their own respective businesses. Neither Party hereto is to be considered the agent of the other Party for any purpose whatsoever and neither Party has any authority to enter into any contract or assume any obligation for the other Party or to make any warranty or representation on behalf of the other Party.
2. Each Party shall be fully responsible for its own employees, servants and agents, and the employees, servants and agents of one Party shall not be deemed to be employees, servants and agents of the other Party for any purpose whatsoever.

# Assignment

1. Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other party. Except that if the assignment or transfer is pursuant to a sale of all or substantially all of a party’s assets, or is pursuant to a sale of a party’s business, then no consent shall be required.
2. In the event that an assignment or transfer is made pursuant to either a sale of all or substantially all of the Party’s assets or pursuant to a sale of the business, then written notice must be given of such transfer within 10 days of such assignment or transfer.

# Governing Law

1. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of Germany, with the exclusive jurisdiction of the German Arbitration Institute.
2. Any dispute, controversy or claim arising out of or relating to this contract, including the validity, invalidity, breach or termination thereof, shall be settled by the German Arbitration Institute under Rules of Arbitration of Germany (the "**Rules**") in force when the Notice of Arbitration is submitted in accordance with these Rules.
3. The number of arbitrators shall be one selected by the parties or otherwise appointed by the German Arbitration Institute. The language to be used in the proceedings shall be English. The decision of the arbitrator shall be final and binding upon the parties, and such decision shall be enforceable through any courts having jurisdiction. The costs and expenses of arbitration shall be allocated and paid by the parties as determined by the arbitrator.

# Severability

If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

# General Provisions

1. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.
2. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
3. Amendment. This Agreement may be amended only by written agreement of the parties.
4. Notices. All notices permitted or required under this Agreement shall be in writing. Such notice shall be deemed to have been given upon receipt.

Notices are to be provided to the person(s) given the authority and responsibility for specific issues as provided in Schedule 1: Local Partner Details and Schedule 2: Platform Details.

1. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

**IN** **WITNESS** **WHEREOF** and to comply with terms and condition of this agreement, the authorized parties’ signatories have signed as follows on the date first provided at the beginning of this agreement:

|  |  |  |
| --- | --- | --- |
| Christian Bagaric | [ | ] |
| (formerly Christian Kraemer) |  |  |
| On behalf of | On behalf of |  |
| 2spicy Entertainment GmbH | [ | ] |

Date:

Date:

# SCHEDULE 1 : LOCAL PARTNER DETAILS

The following people will be provided authority to be responsible on behalf of the Local Partner:

|  |  |  |
| --- | --- | --- |
| For Accounts | : [ | ] |
| For Marketing | : [ | ] |
| For F&B | : [ | ] |
| For Customer Service | : [ | ] |
| Bank Details |  |  |
| Account Name | : [ | ] |
| Bank Name | : [ | ] |
| IBAN | : [ | ] |
| Swift Code | : [ | ] |
| Address | : [ | ] |

# SCHEDULE 2 : PLATFORM DETAILS

The following people will be provided authority to be responsible on behalf of the Platform:

|  |  |  |
| --- | --- | --- |
| For Online Matters | : [ | ] |
| For Installation Matters | : [ | ] |
| For marketing | : [ | ] |
| For sales &  Overall Management | : [ | ] |
| For Accounts and Billing | : [ | ] |

Bank details for Payment to the Platform:

Account Name : 2SPICY ENTERTAINMENT GMBH Bank Name : REVOLUT PAYMENTS UAB

IBAN : LT32 3250 0778 4388 1258

Swift code : REVOLUT21

Address : KONSTITUCIJOS AVE. 21B, 08130, VILNIUS, LITHUANIA

# SCHEDULE 3: Revenue Arrangements

1. As per clause 3 (Revenue Share Arrangements), The definition of Revenue for this arrangement and all matters relating to revenue shall be as provided in this Schedule 3 only.
2. The parties shall share the Revenue for show of the Contracted Works as follows: The Local Partner : 60%

The Platform : 40%

# Revenue shall INCLUDE:

* 1. All ONLINE sales – reservations made on the booking platform for the show of the Contracted Works.

This shall include food and drink offerings, plus any add-ons such as birthday cakes etc that are selected during the online ticket reservation.

It does not matter if no deposit or reservation fee was paid when booking. These are still taken as on-line sales if selected during ticket reservation (although payment may be made on-site during dinner).

* 1. Walk-in sales- sales from customers who do not make a reservation in the booking platform but ‘walk-in’ to the show of Contracted Works with payment on the Local Partners point of sale system.

This includes customers who want to make a reservation less than 2 (two) hours before the experience starts, but are not allowed to make the reservation on the booking platform. If the kitchen can still take them in, then these customers should be allowed to join in with the show of the Contracted Works to be included in the revenue share. These additional customers and revenue should be put into the booking platform booking system within 24 hours of the experience by the F&B team.

* 1. Special event bookings eg corporate launches, birthdays etc. These customers and revenue should be put into the booking platform system as soon as confirmed to avoid double booking. Further, all details relating to the revenue should be put into the booking platform system within 24 hours of the experience.
  2. Group bookings/ Agent booking.

This are booked by the Local Partner off the platform initially, which includes direct bookings from third party wholesale tour agents, but these customers and revenue should be noted on the room platform within 24 hours of the experience.

* 1. Sponsorships.

CASH sponsorship will be taken as revenue and the usual revenue sharing ratio will be applied to it.

ii) A customer books online for 8 pax – 4 economy and 4 business class. They are credit card partners and are entitled to bulk purchase discount also.

Note: we do not double discount so only 10% discount to be used.

Customer pays : (4(350) + 4(550))-10%

Revenue calculations: : (4(330.18) + 4(518.87)) – 10%

= (1,320.72 + 2,075.48) – 10% =

3,056.58

: 1,222.63

The Platform revenue share of 40%

: 1,833.95

The Local Partner revenue share of 60%

iii) A travel agent books online for 8 pax – 4 economy and 4 business class. They are

entitled to bulk purchase discount, and 10% commission is payable to the travel agent.

Customer pays : (4(350) + 4(550))-10%

Revenue calculations: : (4(330.18) + 4(518.87)) – 10%

= (1,320.72 + 2,075.48) – 10% =

3,056.58

The Local Partner revenue share of 60% : 1,833.95

The Platform revenue share of 40% : 1,222.63 (Before commission) The Platform revenue share of 40% : 916.97 (After commission)

1. Subject to this Schedule, no other money payment shall be made by the parties under this agreement. Each party will pay its own costs and there will be no other payments made under this agreement. For example, the Local Partner will absorb the relevant food and staff costs, while the Platform will absorb its travelling and set up expenses.
2. If the Local Partner has to make a payment on behalf of the Platform, for example any equipment related charges, these will be invoiced to the Platform. This amount can then be net off against the invoice that the Platform will provide to the Local Partner for the revenue share.
   1. If there are occasions where 2 forms of discount apply, the parties agree that double discounts will NOT be allowed. Only the higher discount percentage will be used.
   2. Cancelations and No Shows.
      1. If a customer cancels its booking within the terms set by the parties, then the deposit paid shall be returned to the Customer as paid. The Local Partner shall decide on whether to allow the cancellation and will be the one to effect this on the booking platform. There will be no revenue for either party in this circumstance.
      2. If there is a no show, then the deposit shall be forfeited from the customer and shall become revenue for the parties. The usual revenue share will apply on the deposit amount.
3. Transaction costs
   1. The parties agree to absorb their own transaction costs. This means that the Platform shall absorb the cost of collecting the deposit via the Stripe Payment Gateway, and the Local Partner shall absorb the cost of collection via credit card at the hotel.
   2. Accordingly, for revenue calculations, the relevant figure to be used will be the amount deducted from the customer minus the tax; for example, the deposit paid by the customer to the Local Partner for the deposit will be considered revenue collected although the amount received could be lesser due to Stripe charges.
4. Sample calculations

The parties acknowledge and agree to the following sample calculation applying the above rules.

*[* *TO* *BE* *DISCUSSED-* *following* *sample* *is* *350* *nett* *for* *economy,* *550* *nett* *for* *business,* *with* *6%* *SST* *and* *10%* *World* *of* *Hyatt* *membership* *discount]*

Customer pays : (3(350) + 1(550)) – 10%

Revenue calculations: : (3(330.18) + (518.87)) – 10%

= (990.54 + 518.87) – 10% =

1,358.47

: 543.39

The Platform revenue share of 40%

: 815.08

The Local Partner revenue share of 60%

# SCHEDULE 4: Equipment List provided by the Platform

*[* *TO* *BE* *DISCUSSED]*

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Description** | **Units** |  |
| 1. | Projectors | [ | ] |
| 2. | Wall mount for projector | [ | ] |
| 3. | Media player | [ | ] |
| 4. | ATEN 1 to 8 HDMI splitter | [ | ] |
| 5. | Fibre Optic HDMI cables | [ | ] |