

ATMA RESERVE PARTNER AGREEMENT

This Partner Agreement ("Agreement") is made and entered into on [Date], (the "**Effective Date**") by and between **New Atma Reserve Inc. ("Atma Reserve")**, a Delaware corporation, and **[Partner Name] ("Partner")**, an independent hospitality provider. Atma Reserve and Partner may be referred to herein individually as a "**Party**" and together as the "**Parties**."

1. PURPOSE OF THE MARKETPLACE

Atma Reserve operates an online marketplace at www.atmareserve.com and associated mobile applications (the "**Platform**"). The Platform connects customers ("**Customers**") with hotels and resorts to book retreats, programs, and wellness treatments. Partner wishes to list its services on the Platform, and Atma Reserve agrees to facilitate such bookings in exchange for a commission.

2. PARTNER RESPONSIBILITIES

2.1 Listing Management: Partner shall provide accurate descriptions, high-resolution photographs, pricing, and availability for all offerings. Partner represents that all provided content does not infringe on any third-party intellectual property rights. **2.2 Rate Parity:** Partner agrees to maintain "Rate Parity." This means the rates, retreats, and packages listed on Atma Reserve must be at least as favorable as the rates and terms offered by the Partner on its own website or other third-party booking platforms. **2.3 Real-Time Updates:** Partner is responsible for ensuring availability is accurate. Partner must update the Atma Reserve Dashboard immediately if a class or retreat is sold out or cancelled. **2.4 Quality of Service:** Partner shall perform all services in a professional manner consistent with high-end hospitality industry standards. Partner is solely responsible for the safety and execution of the retreats and treatments. **2.5 Compliance & Licensing:** Partner warrants that it holds all necessary state and local business licenses, health permits, and certifications required to operate its facility and provide the services listed.

3. ATMA RESERVE RESPONSIBILITIES

3.1 Platform Maintenance: Atma Reserve shall provide and maintain the Platform, providing Partner with a "Partner Dashboard" to manage bookings and view reviews. **3.2 Marketing:** Atma Reserve will market the Partner's offerings through channels it deems appropriate (Social Media, Email, SEO) to drive Customer traffic. **3.3 Payment Processing:** Atma Reserve will act

as the limited payment collection agent for the Partner, collecting the total fee from the Customer at the time of booking.

4. PAYMENT TERMS & COMMISSION

4.1 Commission: Atma Reserve shall retain a **20% commission** of the gross booking price for every transaction completed through the Platform. **4.2 Payout Schedule:** Atma Reserve will pay the Partner the remaining 80% of the booking total on a **Net 30** basis (within 30 days of the end of the month in which the service was completed). **4.3 Cancellations & Refunds:** * If a Customer cancels within the Partner's allowed cancellation window (as defined in the Partner Profile), the Partner will not be entitled to payment.

- If the Partner cancels a booking or fails to honor a reservation, Atma Reserve will refund the Customer in full, and no commission or payout shall be due to the Partner. **4.4 Taxes:** Partner is responsible for determining and remitting all applicable local occupancy taxes, sales taxes, or VAT. The 20% commission is calculated on the gross retail price.

5. RELATIONSHIP OF PARTIES

5.1 Independent Contractor: The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. **5.2 Non-Circumvention:** Partner shall not attempt to divert Customers discovered through the Atma Reserve Platform to book directly with the Partner for the purpose of avoiding commission fees. **5.3 Subcontractors:** If Partner uses subcontractors for specific treatments or classes, Partner remains solely liable for their performance and insurance compliance.

6. CUSTOMER DATA & PRIVACY

6.1 Data Ownership: Atma Reserve owns the Customer data collected during the booking process. Partner is granted a limited license to use Customer contact information solely for the purpose of fulfilling the specific booking. **6.2 Marketing Restrictions:** Partner may not add Customers acquired through Atma Reserve to its general marketing databases without the Customer's explicit opt-in consent during their stay/visit.

7. INSURANCE & INDEMNITY

7.1 Insurance: Partner shall maintain, at its own expense, Professional Liability and General Liability insurance in amounts standard for the hospitality industry. Partner agrees to name Atma Reserve as an "Additional Insured" upon request. **7.2 Indemnification:** Partner agrees to indemnify and hold harmless Atma Reserve from any claims, damages, or lawsuits (including legal fees) arising from:

- Injuries or accidents occurring at the Partner's facility.
- Partner's failure to provide the services as described.
- Any tax liabilities or employment claims related to Partner's staff.

8. TERM AND TERMINATION

8.1 At-Will Termination: Either party may terminate this agreement at any time by providing written notice. **8.2 Fulfillment of Existing Bookings:** In the event of termination, Partner must honor all existing bookings currently in the system or provide a full refund to the Customer.

9. CONFIDENTIALITY

The Parties agree to keep the financial terms of this Agreement and any proprietary Platform data confidential and shall not disclose such information to third parties without prior written consent.