

# ATMA RESERVE

## Atma Reserve

Partnership Contact:	
Phone:	
Email:	

## Hotel Contact Form

Hotel Name	
Legal Entity Name:	
Account Holder Name:	
Address:	
Phone:	
Email:	

# ATMA RESERVE

## New Atma Reserve Partner Agreement

This Partner Agreement (“**Agreement**”) is made and entered into on \_\_\_\_, [month and date, year] (“Effective Date”) by and between New Atma Reserve Inc. (“**Atma Reserve**”), a Delaware corporation, having a principal place of business at:

ATMA Reserve  
390 NE 191st St, #8432, Miami, FL 33179

and \_\_\_\_\_ [name] (“**Partner**”), an independent Hotel with an address or principal place of business at \_\_\_\_ [address].  
Atma Reserve and Partner may be referred to herein, each as a “**Party**” and together as the “**Parties**.”

### **Recitals**

Atma Reserve is an online marketplace that connects hotels, resorts, and other hospitality providers (“Hotel Partners”) with individuals seeking access to curated hospitality experiences (“Customers”). The platform is available at [www.atmareserve.com](http://www.atmareserve.com) and via a mobile application, where Customers can browse, book, and purchase day passes, accommodations, wellness packages, dining experiences, and related services offered by Hotel Partners. Atma Reserve does not own, operate, or manage the hotels or resorts listed on the platform. All services and amenities are provided directly by the Hotel Partners, and each booking constitutes a direct agreement between the Customer and the applicable Hotel Partner. Atma Reserve acts as an intermediary to facilitate the listing, discovery, and booking process, and to process payments on behalf of Hotel Partners.

By using the Atma Reserve marketplace, Customers acknowledge that Atma Reserve is not a party to the underlying service agreement between the Customer and the Hotel Partner, and is not responsible for the quality, safety, legality, or availability of any services provided by Hotel Partners. All descriptions, pricing, and availability are supplied by the Hotel Partners, and Atma Reserve makes reasonable efforts to ensure accuracy but does not warrant or guarantee such information. Our role is to provide a secure, user-friendly platform that enables hotels to reach a broader audience and customers to enjoy flexible, on-demand access to premium hospitality and wellness experiences.

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Atma Reserve is an online and mobile booking company that connects customers with local studios, classes, and retreats through its website and associated mobile applications (collectively, the “Platform”). In connection with the Platform, Atma Reserve is a booking class system for certain studios, retreats, and classes that have an open slot for a customer to book and an option by contracting with independent Partners to book such activities from such platform to customers who order through the Platform (“Booking Services”). In consideration of the mutual promises made herein, the Parties agree to the terms and conditions set forth herein.

## 1. Purpose

This Agreement governs the relationship between (a) Atma Reserve and (b) Partner and any of Partner’s employees, contractors, subcontractors, agents and representatives or other booking service entities engaged by Booking Partner to perform Booking Services (collectively, the “Subcontractors”). “Subcontractors” also includes any employees, contractors, subcontractors, agents and representatives of any booking service entity engaged by Booking Partner to perform Booking Services. In exchange for the promises contained in this Agreement, Booking Partner will have the contractual right and obligation to perform Booking Services, and receive the Service Fees to be agreed upon by the Parties.

## 2. Partner Responsibilities

Partner is responsible for the following:

- Providing Experiences, Classes, or Events to Atma Reserve.
- Logo and Other IP: Providing Atma Reserve with offerings, events, descriptions, hotel information, photographs, and logo. Additionally, Partner grants Atma Reserve permission to use its logo, trademark, and photos on the Atma Reserve website, in press releases, and in any marketing campaigns/events and channels as set forth in the terms.
- Class Updates: Notifying Atma Reserve when classes are cancelled or sold out. This should be done by the Atma Reserve Partner Dashboard or automatically through Partner’s scheduling platform.
- Insurance: Maintaining insurance of the types and in the amounts specified below, including naming Atma Reserve as an additional insured on such policies, and workers’ compensation insurance as required by law.
- Terms: Complying with this agreement and the Atma Reserve Partner Terms and Conditions.
- W-9: Returning to Atma Reserve a submitted W-9 form.
- Cancellation: There are no activation or deactivation costs and no penalties for cancelling classes. If you decide this isn’t working for you, just let us know and we can deactivate your account.
- License: In providing information to Atma Reserve and signing this agreement, you are representing to us that all of your state education and business licenses are up to date and current. Failure to comply with this provision can lead to your dismissal from Atma Reserve Platform and the removal of your content immediately.

## 3. Atma Reserve Responsibilities

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Atma Reserve is responsible for the following:

- Marketing: Marketing Atma Reserve and finding participants through channels that Atma Reserve deems appropriate.
- Reservations: Providing reservation requests to partner as they are received and in one or more of the following formats (Dashboard or Partner Dashboard).
- Reviews and Rating: Sharing collected reviews and ratings with Partner.
- Partner Page: Creating Partner page on the Atma Reserve website and mobile apps with pictures, text, content, schedule, etc.
- User Interface: Providing a central user interface for users to access the Partner Page, schedule, make reservations, and review classes.

## 4. Payment Terms

- Atma Reserve will earn 20% of the class price for all classes purchased through the Atma Reserve website and mobile app platform.
- Atma Reserve takes a 20% commission per booking transaction. The hotel sets its own rate, and Atma Reserve only takes its commission once a booking is confirmed with a customer.
- Atma Reserve will pay hotels net 30.
- Payment will be made once a month unless a reservation was (1) cancelled by Atma Reserve or the Atma Reserve member in accordance with the Partner's Cancellation policy as stipulated in the partner's survey up to 12 hours (provided that if a reservation is cancelled late, but is subsequently rebooked via Atma Reserve, then that cancellation will not count as a qualifying class), (2) was cancelled by the partner, or (3) otherwise was not honored by the Partner.
- In signing below, you agree to be legally bound by this order form and our standard Terms of use.

## 5. Partner Representations and Warranties

As a condition of entering into this Agreement, and as long as Partner is performing Booking Services, Partner represents and warrants the following:

- Legal Requirements: Partner is in the independent business of providing Booking Services and maintains all necessary licenses, permits, and registrations to perform Booking Services in the localities ("Market(s)") in which Partner performs Booking Services.
- Age and License: Partner is at least 19 years of age and has had a valid driver's license for at least 2 years, and has the appropriate level of certification necessary or advisable to operate the business used to perform Booking Services.
- Criminal Record: Partner has not been convicted of a crime reasonably likely to negatively impact Partner's ability to perform Booking Services, including but not limited to any crimes relating to violence, weapons, theft, robbery, burglary, dishonesty, fraud, embezzlement, any sex-related crimes, or any other similar crimes.

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- Equipment: Partner maintains all equipment it deems necessary to perform Booking Services at its own expense. Partner is not required to purchase, lease, or rent any equipment from Atma Reserve. To the extent Partner uses its own equipment, Partner certifies that such equipment meets all industry and regulatory standards and will be in good working condition.
- Insurance: Partner maintains at its own expense insurance of the types and in the amounts specified below:
  - If Partner performs Booking Services, Partner will maintain insurance for services used to perform Booking Services. Such insurance must provide coverage for all activities in connection with the Booking Services and must satisfy all applicable state and local insurance requirements. Atma Reserve reserves the right to require that it be named as an additional insured on any required policy.
  - Partner will maintain workers' compensation insurance covering any persons performing Booking Services, provided that occupational accident insurance may be maintained in lieu of workers' compensation insurance to the extent permitted by law.
  - Partner agrees to provide proof of insurance prior to performing Booking Services and updated proof each time it renews or alters coverage. Partner must provide Atma Reserve with written notice at least 30 days prior to the cancellation of any insurance policy.
- Partner will notify Atma Reserve immediately if any of the foregoing representations and warranties are no longer true.
- Partner acknowledges that it may be subject to periodic background and report checks, and may be required to supply proof of license, equipment, or insurance upon request to verify that Partner continues to satisfy the eligibility requirements.
- In the event any of the foregoing representations and warranties ceases to be true ("Ineligibility"), Atma Reserve may immediately suspend Partner's Services and access to the Atma Reserve App until the Ineligibility is cured. Atma Reserve may terminate this Agreement if the Ineligibility is not cured within 14 days or is not curable.

## 6. Use of Booking App

- Partner acknowledges that performing Booking Services requires the use of Atma Reserve's proprietary mobile application (the "Booking App") and that if Partner cannot access or utilize the Booking App, Partner will not be able to perform Booking Services.
- Partner must consent to any Booking App terms of use applicable at the time Partner accesses and uses the Booking App. Any violation of such terms may result in revocation of Partner's license to use the Booking App and termination of this Agreement.
- Location: Partner acknowledges and agrees that its geo-location information must be provided to Atma Reserve via the Booking App to provide Booking Services, and that such information may be monitored and tracked by Atma Reserve and shared with third parties when Partner is logged in and available to receive booking offers. Partner will not falsely report its geo-location or attempt to circumvent this requirement.

## 7. Booking Services

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- Atma Reserve will offer Partner a Service Fee or Service Fee schedule (“Fee Offer”) for a proposed engagement. The mechanism for making and/or accepting a Fee Offer may vary, but Atma Reserve will communicate it to Partner.
- Partner agrees to provide Atma Reserve with its email address and to update it if it changes.
- Partner will have the opportunity to accept or reject the Fee Offer. If Partner accepts, Partner agrees to perform Booking Services for such Fee Offer (the “Engagement”) in a professional manner consistent with industry standards.
- During an Engagement, Partner agrees to:
  - Be located within a reasonable distance of booking classes/studio/retreat in its Market.
  - Pick up each booking at the studio/retreat/class in a timely manner.
  - Comply with all reasonable identification or other requirements imposed by studios.
  - Deliver services to customers in a timely manner.
  - Follow reasonable service instructions.
  - Promptly notify Atma Reserve of any studio/retreat or customer issues.
  - Contact Atma Reserve in case of technical issues with the Atma Reserve App Platform.
  - Perform Booking Services in a safe manner and in compliance with all applicable traffic laws.
- Partner agrees to maintain and utilize all necessary equipment, including:
  - Appropriately registered services to lawfully perform Booking Services.
  - A data-enabled smartphone with a data plan that is not jailbroken or rooted.
- Partner agrees to maintain a professional appearance consistent with industry standards.

## 8. Relationship of the Parties

- Subject to compliance with this Agreement, Partner will be solely responsible for determining how to perform the Booking Services, including whether to use Subcontractors. Atma Reserve will not control or prescribe the manner, method, or means Partner uses to complete Booking Services. The provisions of this Agreement reserving ultimate authority in Atma Reserve are solely to achieve compliance with federal, state, or local laws.
- Nothing herein will prevent Partner from providing services to other businesses, including competitors of Atma Reserve. Such services may be performed concurrently with the Booking Service as long as they do not hinder Partner’s performance during an Engagement.
- Partner will not divert or attempt to divert any Atma Reserve studios or customers to a competitive service or directly to Partner.
- Partner is responsible for complying with all applicable laws and regulations related to its performance of Booking Services. Failure to comply with any part of this section will be a material breach of this Agreement.

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- This Agreement creates a relationship of principal and independent contractor, not employer and employee. Neither Party will have the right to bind the other by contract or otherwise, except as specifically provided hereunder.
- By initialing, Partner acknowledges that:
  1. Partner understands that this Agreement creates the relationship of principal-independent contractor, not employer-employee.
  2. Partner desires and intends to operate as an independent booking service provider.
  3. If Partner believes its relationship with Atma Reserve is anything other than an independent contractor relationship, Partner will immediately notify Atma Reserve.
- To the extent Partner engages any Subcontractor, Partner and Atma Reserve acknowledge that the Subcontractor is not an employee of Atma Reserve. Partner will have sole discretion over whether to use Subcontractors and will be responsible for their direction and control. Partner remains liable for the performance of Booking Services by its Subcontractors.
- Service Fees for Booking Services performed by Subcontractors will be paid to Partner. Partner is responsible for all compensation, benefits, and expenses for Subcontractors, as well as for all required state and federal income tax withholdings, unemployment insurance, and social security taxes.
- Partner will require all Subcontractors to comply with all eligibility requirements set forth in Section 5. Atma Reserve has the right to verify this compliance with Subcontractor's consent as required by law.

## 9. Service Fees and Invoicing

- Service Fees: Atma Reserve will pay Partner Service Fees for the Booking Services in the amounts and pursuant to the terms agreed to for each Engagement.
- Entire Amount; Expenses: The Service Fees and any gratuities constitute the entire amount to be paid by Atma Reserve. Partner is solely responsible for all costs and expenses arising from its performance of Booking Services, including costs related to Subcontractors and equipment.
- Reporting: Atma Reserve will report all Service Fees paid to Partner on an IRS Form 1099. Partner agrees to report all such payments to the appropriate federal, state, and local taxing authorities. Partner will provide Atma Reserve with its business license number and federal employer identification number upon execution of this Agreement.
- Disputes: Payment will be considered complete and accurate unless disputed in writing within 30 days of receipt. Disputes will be submitted to arbitration in accordance with Section 12.

## 10. Indemnity

- Partner agrees to indemnify, protect, and hold harmless Atma Reserve and its affiliates, and their respective employees, officers, directors, and agents (the "Atma Reserve Indemnitees") from any and all claims, demands, suits, losses, liabilities, damages,

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settlements, costs, and expenses (including reasonable attorneys' fees) arising directly or indirectly from, as a result of, or in connection with: (i) the actions or omissions of Partner, any Subcontractor, or other person employed or engaged by Partner; or (ii) Partner's failure to comply with any term of this Agreement. Atma Reserve will have the right to select its counsel and direct its defense.

- Partner agrees to indemnify and hold harmless the Atma Reserve Indemnitees from any and all tax liabilities and responsibilities for payment of all federal, state, and local taxes, including payroll taxes, self-employment taxes, and workers' compensation premiums, with respect to Partner and any Subcontractors.
- Partner agrees to indemnify and hold harmless the Atma Reserve Indemnitees from any and all costs of Partner's business sought to be paid by Atma Reserve, including wages (or back wages), employee benefits, insurance, or regulatory licenses, permits, or fines.
- Unless resolved informally or in small claims court, or unless Partner has opted out of the Arbitration Provision, all damage or injury claims between Atma Reserve and Partner will be resolved pursuant to the Arbitration Provision (as defined and set forth in Section 12).

## 11. Confidentiality

Partner agrees to keep the details of this agreement confidential.