

**“FUDX” PLATFORM AGREEMENT dated on \_\_\_\_\_**

Company		(HOSPITALITY PARTNER)	FUDX
<b>Name</b>			BEST AMGSS HOSPITALITY AND SERVICES PRIVATE LIMITED
<b>Headquarter address</b>	<b>Street, Building no</b>		B-Wing,505, Naman Mid Town, Elphistone Road, Near Indiabulls, Finance Centre, Mumbai, Maharashtra 400013
	<b>City</b>		Mumbai
	<b>Country</b>		India
<b>Registration No.</b>			U55209MH2020PTC343941
<b>GSTIN no. (if applicable)</b>			
<b>Webpage</b>			www.thefudx.com
<b>Email:</b>			<u>ruchi.dhawan@thefudx.com</u>
<b>Owner</b>			
<b>Company representative</b>			Ruchi Dhawan
<b>Title of Company Representative</b>			General Managaer
<b>Company representative telephone no.</b>			9920868686

Considering:

- the functionalities of the platform and the **FUDX** mobile application, commonly referred to as the Platform or the APP, through which certain commercial units are allowed to promote and, as the case may be, to offer their products and services for sale, conferring eventually certain benefits to the customers (Users of the Platform), in orderto keep them loyal (the FUDX platform acting as an intermediary between the PARTNER and its potential customers, Users of the Platform).
- REPRESENTATION COMPANY is the partner and representative of BEST AMGSS

HOSPITALITY AND SERVICES PRIVATE LIMITED and is authorized by BEST HOSPITALITY AND SERVICES PRIVATE LIMITED to undersign this contract on its behalf. REPRESENTATION COMPANY will be the PARTNER's primary contact for any technical support & platform related issues. In the case of platform related issues REPRESENTATION COMPANY will relay said issues to FUDX and will ensure FUDX will uphold its undertakings in relation to said issues. With FUDX and REPRESENTATION COMPANY hereby referred to as "The Group or Group" when in relation to both the entities.

## **FUDX and PARTNER (the Parties) have decided to conclude the following agreement:**

### **I. PURPOSE OF THE AGREEMENT**

The purpose of the Agreement is to establish the commercial and economic conditions that will govern the relationship between FUDX and PARTNER in order to expose the products and services that the PARTNER offers in its trade, through the Platform, and which may be purchased by the Platform Users in certain conditions.

### **II. COMMERCIAL TERMS & CONDITIONS**

The Parties expressly agree to the Commercial and Economic Conditions set out in Annex 1 to this Agreement; Any change of these conditions will be made exclusively through an Addendum or by publishing and notifying the Partner with at least 30 days in advance. The partner should not take more than 30 days to implement the change regarding the new Terms & Conditions accepted by all parties.

In order for Fudx to process the transactions made through the platform on the PARTNERS's behalf the PARTNER may use the wallet system and / or the payment gateway system (details of which are covered in clause 4.4) to pay the same.

Payment Settlement Cycle and Process will be on every Thursday (the cycle will be Thursday to Wednesday).

### **III. DURATION OF THE AGREEMENT**

This Agreement shall enter into force on the date of its signature by both Parties and shall be valid for 10 years. Upon its expiry, if neither Party has indicated its intention for termination, the Agreement will be automatically extended under the same conditions for another 10 years, an addendum will be shared between both.

### **IV. THE GROUP'S RIGHTS, OBLIGATIONS & UNDERSTANDINGS**

FUDX undertakes to ensure the functionalities and benefits of the Platform and to

remedy as soon as possible any aspects detected as being in breach of the operating parameters.

FUDX undertakes to provide all the necessary licenses and authorizations for the operation of the Platform throughout the period of this Agreement, and to fulfill the legal and contractual conditions required for the proper performance of the services made available through the Platform.

FUDX will act as an intermediary in the PARTNER's relationship with the Users of the Platform and as such FUDX or REPRESENTATION COMPANY cannot be held liable in any form for non-conformities of the products and services offered by the PARTNER through the Platform and / or for the guilty actions of the Users in relation with the PARTNER.

In order to process the payments made through the Platform, FUDX has taken all the legal steps and has concluded contracts with the payment processors authorized according to the law, thus ensuring the security of the collection and payment process. FUDX will retain the costs for credit card payment processing from the amounts collected for the Partner, according to the activity report

available under his account. The collected amounts will be transferred weekly by FUDX to the Partner's bank account. In the event the Partner has their own payment gateway, FUDX will integrate the same and the payment could directly be routed to the PARTNER's bank account within maximum 72 hours depending on the weekends or bank holidays.

## **V. PARTNER RIGHTS AND OBLIGATIONS**

PARTNER declares and guarantees that it has and / or will provide at its own costs all the technical facilities necessary for accessing and operating the Platform corresponding to the type of access to the Platform for which it has chosen through this Agreement.

PARTNER undertakes its obligation to provide Fudx in the agreed format all the necessary documents, photos and information for a complete exposure on the Platform of the products and / or services offered.

Descriptions of the products and / or services mentioned in the Platform will always be made in accordance with what is strictly provided by the PARTNER, so that any inconsistency between what is described in the Platform and the product and / or service actually offered by the PARTNER (such as, but not limited to: the difference between the price offered in the Platform and the price offered in trade) will be the responsibility of the PARTNER.

The PARTNER has the responsibility to maintain in real time the account made available on the Fudx platform, updating any lack of availability, changes and / or outage of

the stock of products and / or services in the Platform, modification of the operating hours, location or other information relevant to Users.

PARTNER declares and guarantees that all content provided on the Platform is his property and grants FUDX & The Group a license valid at international level, perpetual, irrevocable, transferable, free, with the right to sub-license, to use, copy, modify, create derivative works, to distribute, to display publicly, to represent the public and to exploit in any other way the respective content provided, in all formats and on all distribution channels without informing and without the prior consent of the PARTNER.

The PARTNER declares and guarantees that he is the sole and exclusive owner of all the content provided and / or owns all the rights, licenses, agreements and authorizations necessary to distribute the contents in these conditions; and (ii) the content generated and distributed by the PARTNER on the Platform does not infringe the rights of third parties and does not prejudice any applicable law or regulation.

The PARTNER undertakes that in the case where the PARTNER would want to seek legal remedies due to any issues with the platform (including but not limited to; data breaches) or any other matter, the only remedy and legal course of action the PARTNER has with FUDX is to terminate the contract and demand payment of any due sums any member of the Group is holding for the PARTNER at the time of such event occurring

## **VI. PLATFORM'S PRODUCTS ACQUISITION PROCEDURE**

The users of the Platform, depending on the type of access contracted by the PARTNER, can view each commercial outlet and any of its products and / or services, through a dedicated menu of the PARTNER within the Platform (in which all the product / service data sheets appear). According to the permitted operations on the Platform (which are to be set by the PARTNER), the User will be able to opt for other specific facilities such as: reservations, dine-in orders, pick-up, delivery and payments through the application. The placing of the order and payment will be made by the User at the location of the PARTNER selected on the Platform, with the PARTNER

being responsible for the confirmation and processing of the order.

After the User chooses its options, places and pays for the order (or chooses to pay by cash – as the case maybe), It is confirmed, processed and delivered by the PARTNER under the conditions selected by the User,

together with the fiscal receipt. Once the order is confirmed by the PARTNER, it can only be cancelled in cases expressly regulated by this Agreement and / or on the Platform, the User owing the value of the order, which will be automatically debited from the account or transferred to the FUDX account or, as the case may be, to the PARTNER's account.

## **VII. INTELLECTUAL PROPERTY**

All trademarks, domain name, software program and other creations that are the subject of Industrial and Intellectual Property related to the Platform, including possible future changes, are subject to the exclusive use right of Fudx. THE PARTNER undertakes not to register or request their registration or any such elements, in any place, or to change, modify or delete them, expressly accepting that no provision of the Agreement grants rights in the future on such aspects.

## **VIII. CONFIDENTIALITY AND NON-COMPETITION**

The parties will refrain from using for their own purpose or from disclosing to third parties any business secrets and any confidential information of economic, commercial, financial nature to which he has had access in the execution of this Agreement, even after the termination of this agreement, for a period of 12 months.

With this agreement itself being classified as Confidential Information.

The recipient of the Confidential Information undertakes: (i) not to use the Confidential Information for the purpose of carrying out or supporting commercial activities similar to the one carried out by the issuer within or outside this Agreement and or activities of unfair competition, independent of obtaining non-competitive advantages; (ii) Not to copy, multiply, modify, truncate any of the transmitted materials, unless this is allowed in writing by the issuer of the information; (iii) Not to disclose Confidential Information to third parties, without the issuer's prior written consent, except for its auditors, lawyers, legal advisors and consultants involved in the Agreement and held in their turn by the obligation to maintain confidentiality or by their own employees, except for those who must know this information in order to perform the service tasks. The employees and third parties mentioned above must be informed about the confidentiality of the information and about the obligation to maintain the confidentiality of the information to which they will have access previously and during the execution of the Agreement; (iv) To make all the organizational, technical and logistical measures in order to maintain the confidentiality of information, including, but not limited to, encryption of Confidential Information on specific magnetic media; (v) Not to allow and / or not facilitate the use by the third parties of the Confidential Information, regardless of the purpose of this use; (vi) Not to use the Confidential Information for any purpose other than that mentioned in this Agreement, respectively the execution of the Agreement; (vii) To use the Confidential Information with the same diligence as that accorded to its Confidential Information.

THE PARTNER undertakes that during the term of validity of this Agreement and 12 months after its conclusion, they will not develop or support similar technology themselves on their own to the one carried out by FUDX according to this Agreement.

## **IX. TERMINATION OF THE AGREEMENT**

If either party wants to terminate the contract they must give the other party a minimum of months notice prior to the end date of the contract term.

There will be grounds for termination of the Agreement for breach of any of the obligations provided for In it or for failure to fulfill its obligations, if the breach is not remedied within 5 (five) calendar days from the notification of such breach brought to the notice of the party acting under the Agreement and is injured.

In a condition of breach, FUDX can withdraw immediately and the process of termination will follow. Failure to pay or delay the payment by the PARTNER of the amounts owed to the Group under this

Agreement will be the reason for its account being suspended, with the payment of damages corresponding to the damage caused. With the same also being grounds for extraordinary termination.

## **X. GENERAL DATA PROTECTION**

The Parties declare that they have become aware of and comply with Indian legislation on the protection of personal data in carrying out the economic activities regulated by this Agreement.

The PARTNER acknowledges that the personal data of the users of the Platform Users, which are processed during the course of this Agreement, are the shared responsibility of the PARTNER and the Platform, the PARTNER having no access to the personal data of the Users unless their consent for processing is obtained previously.

The PARTNER will not be able to subcontract to any third party the provision of the services that are the subject of the Agreement, without the prior express agreement of FUDX. Hereby, the PARTNER guarantees FUDX the existence and the application of adequate technical and legal measures for the security of the transactions and the protection of the personal data processed in the execution of this Agreement.

## **XI. APPLICABLE LAW AND JURISDICTION**

This agreement will be governed by the laws in force in Mumbai for any and every Region /Agreement/Partner/ any documents signed by FUDX. The appendix and the Terms & conditions document published on the official website are part of this agreement.

This Agreement was concluded in 2 original copies, one for each party, today \_\_\_\_\_, in  
Mumbai, Maharashtra.

(Stamp & Signature)

(Stamp & Signature)

**FUDX**  
(Through exclusive REPRESENTATION COMPANY)

**Appendix 1 - Commercial Conditions for using the FUDX platform**

Part of contract no \_\_\_\_\_ dated on \_\_\_\_\_

A transaction represents any reservation, order (of any type) or online payment rolled out through the Fudx Platform.

Special fees for using the Fudx platform, valid till 31<sup>st</sup> December 2021:

Transaction type	Indian Rs.
Reservation placed from FUDX	Rs. 50/- per reservation (This will be adjusted if Online Pre-Order is placed or Dine-In order at the restaurant)
Pre-Order online (on reservation) from FUDX to dine at the restaurant	Rs. 50/- per order
Dine-In order placed from FUDX	Rs. 50/- per order
Pick-up order placed from FUDX	Rs. 50/- per order
Delivery order placed from FUDX arranged by Partner	Rs. 50/- per order plus the delivery cost
Order taken by Waiter from FUDX	Rs. 20/- per order or Rs. 1000/- per month per waiter (Minimum 5 waiters) as a subscription model
Room Service order placed from FUDX	Rs. 50/- per order
Online credit card payment processing	3.5%
Pre- Order online placed and delivered by FUDX	% of order value

(Stamp & Signature)

(Stamp & Signature)

**FUDX**

(Through exclusive REPRESENTATION COMPANY)



## **List of Documents required from Partner:**

1. Shop Establishment Registration
2. FSSAI Registration
3. Pan Registration
4. AADHAR Registration
5. GST Registration
6. Bank Account Details
7. Cancelled Cheque
8. Menu Card Printed Copy or Menu Card in Excel File
9. Proprietor Details:
  - a. Proprietors Pan & Aadhar Card Copy
  - b. Proof Of Residence