

Terms & Conditions for the Business Agreement

1. TERM

1.1 The term of this Agreement shall commence upon the date of execution of this agreement and shall remain in full force and effect for 1 year (One Year) ("**Term**") and shall be renewed for such duration as may be mutually agreed between the parties from time to time on such terms and conditions.

1.2 In the event that either Party desires to terminate the Agreement during the Term, the Agreement shall be terminated in accordance with Clause 10 of this Agreement.

2. SCOPE OF ENGAGEMENT

2.1 EZPG shall utilize its business expertise and shall procure the Tenants to the Owner for such duration as may be required by the OWNER from time to time. (the term EZPG and OWNER has been defined in the Business Agreement)

3. ONBOARDING OF SCHEDULED PROPERTY

3.1 The Owner shall partner with EZPG to list the Scheduled Property listed as per the **Annexure B** in accordance with the following process.

3.2 **Scheduled Property:** Prior to commencement of the Term, the Owner shall give required Property data as per the format set out by EZPG.

3.3 Upon collecting the required data, EZPG shall upload the details about the Scheduled Property including description, photos, commercial details etc. on its WEBSITE/ APP. The Owner hereby grants approval to EZPG to list the properties appropriately on to EZPG platform to enable selling of accommodations.

3.4 EZPG will onboard the property post successful inspection and satisfaction. Successful onboarding will take 15 days from date of this agreement unless there is a unforeseen delay due to mutual reasons. Subsequent to the onboarding and listing of the property, Owner shall and has agreed to maintain the property as per checklist criteria. In the event of any short fall vis-à-vis EZPG's checklist, Owner agrees that property will be brought to stipulated standard in max 4 weeks time.

4. BOOKING PROCESS & PAYMENT TERMS

4.1 Tenants shall book the accommodation through EZPG WEBSITE or Mobile Apps by paying Deposit, Registration charges, Rent and other charges as per Owner's requirement. However the schedule of fees to be collected or the quantum of fees to be collected thro' EZPG platform depends on the mutual agreement between owner and EZPG. Once the Tenant makes payments thro' EZPG's Payment gateway the reservation would be confirmed to Tenant thro' necessary Email and SMS. However final confirmation of the Accommodation would be based Tenant's fulfilment of Scheduled Property's Terms & Conditions and necessary documentation. The length of stay by tenant is not guaranteed by EZPG and amount paid to EZPG is non-refundable to PG Owner.

4.2 **Consideration:** For every confirmed booking of Accommodation, EZPG shall be entitled to get remuneration as mentioned in **Annexure B** (Commercials). GST or applicable taxes would be levied extra as per Government guidelines.

4.3 EZPG shall transfer Deposit, Registration charges, Rent or any other fees as defined in clause 4.1 to Owner after deducting the services charges as mentioned in clause 4.2 .

4.4 Owner hereby agrees to pay the services charges due to EZPG once the lead is generated by EZPG irrespective of the fact that advance payment is done through' EZPG payment gateway or directly to Owner by Tenant

4.5 EZPG reserves the right to change its prices as displayed in its website or mobile app as long as it is higher than the base price which has been agreed by between EZPG and the Owner of the property.

4.6 It is expressly agreed that all payments under this Agreement shall be made through normal banking channels only.

5. OPERATIONS AND MAINTENANCE OF PROPERTY

5.1 Owner shall be responsible for the property operations, repairs, maintenance, upgradation and development and shall address any Tenant issues and complaints in this regard appropriately.

5.2 Any concern regarding quality of services and property infrastructure, damage etc. to be dealt between Owner and Tenant. EZPG shall forward any such complaints and queries to Owner promptly as and when received by EZPG.

6. EZPG's RESPONSIBILITIES

6.1 EZPG shall make sure it's WEBSITE & Apps represents the property professionally in terms of writeups, photos and data points

6.2 EZPG will take reasonable efforts to ensure the availability of WEBSITE & Apps to the maximum extent in order to conduct activities mentioned in Business Agreement in real time.

6.3 EZPG has obligation to ensure deliverables related to Facilities and Services published in WEBSITE/ APP are fulfilled. Hence the Owner shall provide EZPG necessary approval to conduct inspection and audit of Scheduled Property to make sure property related published in WEBSITE/ APP is reasonably accurate.

6.4 EZPG shall mandatorily collect proof of address and photo identify Tenants thro' its WEBSITE/ APPs.

7. OWNER'S RESPONSIBILITIES

7.1 Owner will upkeep the properties as per the commitments and in line with data published in WEBSITE/ APP as mentioned in clause 3.3.

7.2 Owner is solely responsible for any statutory requirement with respect to the background verification of the Tenants and other individuals involved with the Property including its employees

7.3 The Owner hereby undertakes that he/she is the lawful Owner or has been legally appointed by the lawful Owner of the Scheduled Property to enter into this Agreement. The Owner further undertakes that EZPG shall not be liable for any dispute regarding Ownership of the Scheduled Property or the validity of entering into this Agreement during the Term of the Agreement.

7.4 The Owner further undertakes that all dues including but not limited to government fees and dues towards local authorities and apartment societies shall be paid by Owner during the Term of the Agreement.

7.5 The Owner further undertakes that the Scheduled Property is free from any default, foreclosure, contract for sale, option to purchase, contract for deed or any other obligation which would be conflict with the intention of this Agreement.

7.6 The Owner further undertakes that all maintenance, electricity, telephone and water charges and dues towards government agencies and apartment societies that would have arisen with respect to the said Scheduled Property prior to the commencement of this Agreement has been paid.

7.7. Owner shall ensure that the Tenants' back ground check is done as per its policy and EzPG shall extend required support as may be required from time to time.

7.8. Owner shall ensure that the Tenants occupancy is ethical and shall not be opposed to any public policy.

8. CONFIDENTIALITY / NON DISCLOSURE

8.1 Both the parties commit not to disclose any confidential information that may be shared between them during the course of the business, including but not limited to negotiated rates, payment facilities, business processes, etc. to any third party, even after termination of agreement without the prior written consent of the other party.

8.2 Provision of this clause do not prevent the disclosure of the confidential information which is made pursuant to any law or regulation or order of a court of competent jurisdiction.

9. INTELLECTUAL PROPERTY (IP) RIGHTS

The EZPG Technology platform, software, multimedia content, documents, associated processes etc. are owned by EZPG Network Solutions Private Limited and protected by Intellectual Property Rights laws and international treaties. The Owner shall not do any act detrimental to the interests of EZPG.

10.TERMINATION

10.1 Subject to sub-clause 13.4, either Party can terminate the Agreement by:
Giving three months advance notice to the other party, or Mutual agreement between the Parties.

10.2 Upon termination, any dues owed by either Party to the other shall be settled within 10 (ten) days of termination of the Agreement.

11.INDEMNITY

The Owner agrees to indemnify and keep indemnified and to compensate the EZPG at all times from and against any cost including legal fees, claims, losses, damages, liability or injuries suffered or threaten against EZPG arising from any breach by Owner of any of its obligations under the terms of this agreement/Annexures.

12.LIMITATION OF LIABILITY

The liability of EZPG with regard to this Agreement executed hereunder will in no event shall exceed the amount 5% of the amount billed per month by EZPG. In no event will EZPG be liable for incidental, special, indirect or consequential damages (including lost profits) or costs of procurement of substitute goods or services, however caused and under any theory of liability including but not limited to contract or tort (including products liability, strict liability and negligence), and whether or not EZPG was or should have been aware or advised of the possibility of such damage and notwithstanding the failure of essential purpose of any limited remedy stated herein.

13.DISPUTE RESOLUTION

13.1 In the event of a dispute or difference in interpretation of this Agreement/Annexures, the Parties will adhere to the procedure set forth in this Clause 13.2 prior to initiating any legal proceedings. Unless the Parties agree otherwise in writing, the Parties shall use the following escalation procedure.

13.2 The issue in dispute shall be forwarded, in writing, to the non-disputing Party. Within two (2) days following receipt of the written notice of dispute, the Parties shall confer and make a good faith effort to settle the dispute. If the dispute cannot be settled in the three (3) days following the day of such conference, the dispute shall be immediately forwarded to senior executives of EZPG & Owner. Such executives from both parties shall confer and make a good faith attempt to settle the dispute within two (2) days of referral of the dispute.

13.3 If any dispute involves a claim of breach, the cure period for remediation of the breach claimed shall begin upon the date of referral of the dispute to the executives as specified above, and the dispute resolution process shall thereafter run concurrently with the cure period.

13.4 Breach, If the conferral of the Parties referred to in clause 13.2 does not resolve the dispute and the breach remains uncured for a period of ten (10) days, then the parties are free to pursue their rights and remedies in accordance with Clause 13.3

13.5 In case of any dispute between both the Parties, arising out of related to or in respect of this Agreement /Annexures same shall be referred to a panel of arbitrators comprising of three arbitrators, one arbitrator to be appointed by each party and third arbitrator(umpire) to be appointed by the said two arbitrators. The arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996. The arbitration shall be held in English language only and the seat of arbitration shall be in Bangalore. The decision of the arbitrator(umpire) shall be final and binding on both the parties.

13.6 Subject to arbitration the courts in Bangalore shall have exclusive jurisdiction.

14. CONFLICT

In the event of conflict between the terms of Annexures and this Agreement, [annexures] shall prevail.

15. SEVERABILITY

If the court of law finds any provision or clause or part thereof of this Agreement to be invalid or void in full part or in part, the remainder of the clause and this Agreement shall continue to be valid, enforceable and effective.

16. This agreement /Annexures sets forth entire agreement between parties relating the subject matter of this agreement and supersedes any prior written or oral agreements, communications and documents between them with respect thereto. This agreement may only be amended by a written document duly signed by authorized representative of each party.

17. COUNTERPARTS

This Agreement shall be executed simultaneously in two counterparts, each of which shall be deemed as original and shall constitute as one and the same instrument.