

Agreement

This 'Agreement' is agreed and entered on "**Effective Date**" by and between:

Toliday Trip (India) Private Limited, a company registered under the Companies Act, 1956 and having its corporate office at B- 158 2ND Floor Sector- P3, Greater Noida , 201306 (herein after the "**Company**") including its affiliates, subsidiaries, successors and assigns thereof as first party;

and

Corporate Partner, as detailed further in ANNEXURE I, including its successors and assigns thereof as second **party**.

The "Corporate Partner" and "Company" are collectively referred to as "Parties" and individually as "Party".

PREAMBLE:

The Company is engaged in the business of making available travel and tourism related services.

Corporate Partner is desirous of providing the Services (detailed below) to the Company as per the terms of this Agreement.

Corporate Partner and the Company desire to enter into this Agreement to bind themselves with their mutual obligations as prescribed hereunder.

In addition to terms defined elsewhere in this Agreement, the definitions as given in Annexure II apply throughout this Agreement, unless the contrary intention appears, or the context otherwise requires.

NOW THEREFORE THE PARTIES HERETO AGREE TO THIS AGREEMENT TERMS AS FOLLOWS:

1. Scope

Corporate Partner shall facilitate the processing of Bookings of Platform Services by the customer through the Company Platform.

Corporate Partner shall solely perform the services as specified in this Agreement or as may be authorised by the Company, in writing, from time to time.

The Company will be responsible for generating the Booking Voucher to be shared with the customer. The Company will share the booking confirmation with the corporate Partner and the corporate Partner in turn shall share Booking Voucher with the customer on an "as-is" basis.

No action or omission by the corporate Partner beyond the scope of authorisation as detailed in this Agreement will bind the Company.

2. ACCESS TO COMPANY PLATFORM

The Company provides limited, non-exclusive and non-transferable right to corporate Partner to access and use the Company Platform.

The Company Platform shall not be used, compiled, cached, sold, distributed or otherwise made available by corporate Partner except as specifically provided in this Agreement.

The Company has the right, at any time, to terminate or suspend access of the Company Platform, without any liability, if the Company believes in good faith that (i) such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Company Platform; (ii) fraud, abuse or misuse of the Company Platform is being caused or permitted by corporate Partner or (iii) corporate Partner breaches any terms of this Agreement.

The Company is rendering services as a facilitator between Service Provider and customer and the Service Provider shall be responsible for the provision of Platform Services to the customer

3. OBLIGATIONS OF CORPORATE PARTNER

Corporate Partner shall:

Adhere to terms of use available on the Company Platform or as communicated by the Company from time to time.

Use its own infrastructure and equipment(s) for rendering the Services.

Maintain and use appropriate and up-to-date virus protection procedures and software on the equipment used by the corporate Partner.

Be responsible for maintaining security of log-in credentials (including the user name and password) shared by the Company.

Take all precautions to prevent any unauthorized use of the Company Platform and any log-in credentials shared with corporate Partner.

Be responsible for any loss, theft or unauthorized use of its log-in credentials and shall immediately notify the Company upon becoming aware of such loss, theft or unauthorized use.

Establish and maintain reasonable safeguards against the destruction, loss or unauthorized alteration of the Company Platform.

Be responsible for any fraud pursuant to the access granted to corporate Partner.

Use the Company Platform solely for making travel reservations; providing travel information to its customers; and any other actions authorized by the Company.

Promote the Platform Services as per the scope specified by Company.

Not use the brand name (includes modifications), logo, tradename or references of Company in any of the marketing activities, except with the prior approval of Company which is to be obtained on case to case basis.

Not modify or alter the listing price of the Platform Services.

Submit the customer queries (including but not limited to any queries pertaining to Booking of the Platform Services) to the Company immediately where Company's assistance is required to resolution.

Generate reports (including but not limited to Booking reports) upon request of the Company from time to time, in order to verify the performance of the obligations of corporate Partner under this Agreement.

Adhere to all instructions of the Company communicated from time to time.

Provide relevant and accurate data and other assistance as the Company may reasonably require in respect of the Bookings of Platform Services made pursuant to this Agreement.

Conduct itself in a manner which does not impact or may cause an impact on the goodwill of the Company.

Not make any admission of liability on behalf of the Company to any customer for the Platform Services booked by corporate Partner.

Not promise any refund or compensation on behalf of the Company while booking the Platform Services without prior written consent of the Company.

Not use, modify, download, copy, compile, cache, sell, transmit, distribute or otherwise made available anything from the Company Platform except as specifically provided in this Agreement.

Not gather or extraction anything (using automated tools or otherwise) from the Company Platform.

Ensure that any Booking terms specified or communicated by the Company are drawn to attention of each customer before confirming the Booking.

Make the payment of the Bookings to the Company by utilising any payment mechanism on the Company's Platform (except deposit of cash in Company's account) as may be authorised by Company from time to time.

Before sharing any customer data with Company, obtain specific authorisation from all customers of corporate Partner, to share the data of the customer with the Service Provider.

4. REPRESENTATIONS & WARRANTIES

Each Party represents and warrants to the other Party that:

It has full legal right, power and authority to carry on its business and to enter into this Agreement and perform all of its obligations, terms and conditions hereunder; and

Neither the execution nor delivery of this Agreement, nor the fulfilment nor compliance with the terms and provisions hereof, will conflict with, or result in a breach of terms, conditions or provisions of, or constitute a default under, or result in any violation of its charter documents or by laws, if any, or any agreement, restrictions, instrument, order, judgment, decree, statute, law, rule or regulation to which it is subject, or require any consent, approval or other action by any court, tribunal, administrative or governmental body.

Corporate Partner additionally represents that:

It is rendering the Services in compliance with all the applicable laws, regulations and statutes including but not limited to the requirements of the applicable tax laws as enumerated in Annexure III.

It has full right, title and interest in and to all Intellectual Property Marks ("IPR") which it provides to the Company, for use related to the Services, and that any IPR provided by corporate Partner will not infringe the IPR of any third party.

The customer information collected by the corporate Partner and provided to the Company including the PAN and GSTIN, if applicable, in any form and manner whatsoever, is true, accurate and complete.

5. COMMERCIALS

The corporate Partner understands and agrees that the Company has invested a lot of resources and efforts over a considerable period of time to create the Company Platform, offer wide range of Platform Services on the Company Platform, convenience of conducting business, and easy-to-use tools for the benefit of the corporate Partner.

No fixed or variable commission or remuneration will be payable by the Company to the corporate Partner including but not limited to any expenses incurred by the corporate Partner.

Toliday Trip may, at its sole discretion, levy a service fee (irrespective of nomenclature used to identify it) along with applicable taxes on the Platform Services available on Company Platform.

The corporate Partner may charge service fee along with the applicable taxes from the customer outside the Company Platform. The corporate Partner shall be solely responsible for the compliance with the applicable tax laws including its obligations to deposit the necessary taxes with the relevant authorities with respect to the service fee charged from the customer. The Company shall have no visibility with respect the service fee charged by the corporate Partner from the customer and shall, in no case, be liable for compliance with the applicable tax with respect to service fee.

6. TAXES

Pursuant to this Agreement, each Party, with respect to the services rendered in its individual capacity, would be solely responsible for the compliance of all applicable laws including but not limited to laws regarding Goods and Platform Services Tax (GST), central, state or local levies with respect to payment of tax, duties, levies, charges, cess, etc.

The Parties would be responsible for their own tax assessments, audits, inquires, etc. and would keep the other Party indemnified from any additional tax demand arising out of the same.

Corporate Partner undertakes to provide the Company with necessary documents, as may be required under applicable law from time to time, to prove corporate Partner's compliance with the applicable tax laws. Any interest, penalties or recoveries from the Company by any authority on account of default by corporate Partner will be solely borne by corporate Partner on its own account.

Corporate Partner shall remit the entire amount paid by the customer pursuant to the Booking made thorough the Company Platform along with the applicable taxes to the Company.

For the service fee (if any) charged, corporate Partner shall issue a tax invoice on the customers

only for the amount of service fee along with applicable taxes and the Company will not have any responsibility to raise an invoice on customer towards such service fee.

The corporate Partner shall also be responsible for the compliance with the applicable tax laws (including its obligations to deposit the necessary taxes with the relevant authorities) in connection with the service fee charged by the corporate Partner from the customer.

7. CONFIDENTIAL INFORMATION

The Parties agree that any information (including any written, tangible or intangible information) exchanged between or disclosed by either Party to the other Party from time to time, which by its inherent nature is confidential or is specifically mentioned as confidential, shall be the confidential information of the disclosing Party. The Party receiving such confidential information shall not disclose the same to the public/any third party without taking the prior written approval of the other disclosing Party.

The obligation of confidentiality contained under this Clause shall not apply to information which:

At the time of the disclosure is or already was in the possession of the other Party as evidenced by written documents; or

At the time of the disclosure was already in the public domain as evidenced by written documents; or

After the disclosure became generally available to the public through no fault of the receiving Party; or

Was subsequently disclosed to the receiving Party by a third party having a lawful right to disclose the information and being under no obligation of confidentiality with regard to the disclosing Party under this Agreement; or

Has been developed by the receiving Party independently on its own and without reliance on any information provided by the disclosing Party under this Agreement; or

Is required to be disclosed by the receiving Party to comply with applicable laws or governmental regulations, provided that the said receiving Party provides prior written notice of such disclosure to the disclosing Party and takes reasonable and lawful actions to minimize the extent of such disclosure.

8. INTELLECTUAL PROPERTY

All rights pertaining to trade names, trademarks, service marks, logos, symbols, proprietary marks and any other Intellectual Property Rights in respect of Company Platform as well as any information supplied by the Company shall exclusively vest with the Company.

The corporate Partner shall not acquire any right whatsoever, in the Intellectual Property or proprietary rights of the Company on account of access to the Company Platform.

9. TERM AND TERMINATION

The Agreement shall commence from the Effective Date or the date of first login on the Company Platform by Travel Agent Partner and shall be valid perpetually ("Term") unless terminated by

either Party by serving 30 (thirty) days' written notice to the other Party anytime during the Term of this Agreement.

The Company may, at its sole discretion, terminate this Agreement with a shorter or immediate notice:

For material breach (as determined in the Company's sole discretion) of the terms of this Agreement by corporate Partner; or

For any statutory reasons; or

In case of a breach of the terms of this Agreement by corporate Partner which is non-capable of being cured and in case it is capable of being cured, if corporate Partner fails to cure the breach within such reasonable time as notified by the Company.

The accrued obligations of a Party prior to termination of this Agreement, for any reason whatsoever, shall continue to be binding on that respective Party those are completely discharged. Corporate Partner shall continue to provide Services for the Bookings prior to the date of termination.

10. INDEMNIFICATION

Corporate Partner agrees to indemnify and hold the Company, its officers, directors, employees, successors, and assigns harmless against all losses, damages, liabilities, costs or expenses of whatever form or nature, including, without limitation, attorney's fees and expenses and other costs of legal defence whether direct or indirect, that they, or any of them, may sustain or incur as a result of any acts or omissions of the corporate Partner, including, but not limited to, (1) breach of any of the provisions or obligations of this Agreement (2) negligence, misconduct or other tortuous conduct, or (3) misrepresentations made herein.

Neither Party shall be liable to the other for any direct, indirect, incidental, punitive, special or consequential damages or losses (including without limitation loss of profit or revenue etc.), whether under contract or in tort, and even if the other Party had been advised of the possibility of such damage or loss.

Notwithstanding anything to the contrary in this contract, in case of any dispute (including third party claims) the maximum liability of the Company under this Agreement is limited to the as amount of INR 10,000.

11. GENERAL

This Agreement is governed by the laws of India and Parties agree to the exclusive jurisdiction of courts of Greater Noida, India.

Corporate Partner irrevocably authorizes the Company and its Affiliates to use, share, distribute, adapt, broadcast, change, copy, disclose, license, market, transmitted, any material, details or information provided or submitted by corporate Partner, anywhere in the world, in any medium whatsoever.

The waiver of any right in this Agreement shall be in writing and signed by the Party against whom enforcement is sought, and shall not be a waiver of any other right in this Agreement.

Corporate Partner shall not assign this Agreement to any third party without the Company's prior

written consent. The Company may assign this Agreement without corporate Partner's consent.

The Company shall not directly solicit the corporate Partner customer and shall not market the services to those customers however, the customer may, at its sole discretion, book or contact the Company for the services.

Any notices under this Agreement by a Party to the other Party shall be issued to the respective Party's address mentioned in the details of the Parties.

Modifications to this Agreement shall be done by (1) means of a separate amendment as an agreement signed by both Parties, or (2) by way of a mutually accepted email, or (3) by means of a revised link sent by the Company and acceptance of the same by the corporate Partner, or (4) by means of a written communication via email or otherwise by the Company and deemed acceptance by means of conduct by the corporate Partner.

Unless as otherwise specified in the Agreement, neither Party shall be responsible for any failure to comply with its respective obligations under this Agreement, where such failure or delay is due to events of Force Majeure (as defined below) provided that the affected Party notifies the non-affected Party within reasonable time of the commencement of the event of Force Majeure. Force Majeure events shall mean any circumstances beyond the reasonable control of Parties like war, riot, flood, fire, Acts of God, epidemic, explosion, disease, earthquake, hijacking, sabotage, crime.

This Agreement and Annexure(s), if any, constitute the complete and exclusive statement of the Agreement between the Parties, and supersedes all proposals, and all other prior or contemporaneous communications between the Parties relating to the subject matter hereof, whether written or oral.

This Agreement shall be signed by the corporate Partner through filling the online form with its details, and agreeing to these terms and agreements with Company as a click wrap agreement. Accordingly, this Agreement is legally valid between the Parties by virtue of their online acceptance.

ANNEXURE I

DETAILS OF THE CORPORATE PARTNER

Effective Date of Agreement	
Name of The Company	
Authorized Person	
Address	
GSTIN	
PAN Details	
Email ID	
Contact no.	

ANNEXURE II

DEFINITIONS

1. "Affiliates" includes persons which are Controlled by Company, or under common Control of a person who is controlling Company.
2. "Booking" means the booking of the Platform Service, through the Company Platform, between the Service Provider and customer.
3. "Booking Voucher" means voucher generated subsequent to the confirming of the Booking which gives the break-up of the listing price of the Platform Services, any applicable taxes along with the details of the customer and the name of the corporate partner.
4. "Company Group" means any entity which is controlled by, or controls, or under common control as the Company.
5. "Company Platform" means any present or future booking or information platforms (like websites, mobile applications, m-sites, processes and sales channels) owned or operated by any entity forming part of the Company Group. Company Platforms include theand their respective mobile applications.
6. "Control" means ability to, directly or indirectly, direct or cause the direction of the management or policies of a person, whether through the ownership of voting securities, by contract or otherwise.
7. "Intellectual Property Right" means any patent, copyright, inventions, database rights, design right, registered design, trade mark, trade name, brand, logos, service mark, know-how, utility model, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world.
8. "Platform Services" means services made available by Service Provider(s) on the Company Platform.
9. "Service Provider" means a third party who is making available Platform Services on the

Company Platform, directly or indirectly, and is ultimately providing Platform Services or is responsible for Platform Services.

10. "Wallet" means the promotional or real prepaid stored value account of Travel Agent Partner maintained with the Company.

ANNEXURE III

S No.	Transaction/Booking amount	Mode of payment	Requirement as per law	Relevant extract of section
1	INR 200,000 or More	Cash	Not acceptable. In case cash is accepted by Travel Agent Partner, penalty is of equal amount of booking amount.	As per section 269ST, there is a penalty of equivalent amount on receipt of cash amounting to more than INR 200,000.
2	More than INR 50,000 but less than INR 200,000	Cash	PAN collection is mandatory. If PAN number is not provided, Form 60 shall be collected from the customer along with 2 ID proofs.	As per section 139A(5) of Income Tax Act, 1961 read with Rule 114B of Income Tax Rules, 1962, every person entering into specified transactions shall quote his PAN number. In case PAN number is not available, properly filled and signed Form 60 shall be submitted. Further as per Rule 114C, the principal officer of the company
3	More than INR 200,000	Cash	PAN collection is mandatory. If PAN number is not provided, Form 60 shall be collected from the customer along with 2 ID proofs.	who enters into a transactions specified in Rule 114B shall ensure after verification that PAN number has been duly and correctly mentioned by the customers. Hence in compliance with Rule 114B and Rule 114C, we are required to collect the PAN number of the customers.

In additions to the above table, under the Master Direction – Liberalized Remittance Scheme (LRS) Issued by Reserve Bank of India, expenses on travel outside India are covered under LRS and Travel Agent Partner shall be obligated to collect PAN of the customer compulsorily for Bookings pertaining to travel outside India.