

Agreement

This Agreement is executed at _____ this _____ day of 20_____.

BETWEEN

(1) JUSTYATRA.COM promoted by TREEMAP TRAVELS PVT LTD (Hereinafter referred as "JYT" in short), an online travel management company, represented by its Business Manager _____, Channel Sales | India | with its Office at Level 5, Srei Signature, Plot No 14A, Anath Road, Sector-18 Udog Vihar, Gurgaon, Haryana 122 002 IN provides various tools, for travel companies and tour operators to manage their multichannel sales. JYT technology provides digital platform to gain access to real-time online bookings and availability on a global travel inventories. JYT also provide the service through its retail outlets, mobile-cellular technology as well as through e-mail, which gives end user real-time booking confirmation with an Instant PNR and booking reference (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) herein after called one part/ 1st party.

AND

(2) _____, a company incorporated under the provisions of the Companies Act, 1956 / a partnership firm registered under the provisions of the Indian Partnership Act 1935 / a proprietorship firm / An Individual having its office at _____

_____ (hereinafter referred to as "Travel Agent Partner ", which expression shall unless it be repugnant to the context or meaning hereof shall be deemed to mean and include (i) in the case of the BASIC TRAVEL PARTNER being a sole proprietary concern / individual – the heirs, administrators, executors, legal representatives and permitted assigns of the Proprietor; (ii) in the case of the BASIC TRAVEL PARTNER , being a partnership firm - the partners for the time being and from time to time of the firm, the survivor or survivors of them, their respective heirs, administrators, executors, legal representatives and permitted assigns and (iii) in the case of the Sub Merchant, being a company - its successors and assigns (as the case may be) (iv) in the case of the BASIC TRAVEL PARTNER being a Trust- The trustees from time to time of the trust, administrators, beneficiaries and the survivor or survivors of them, executors, legal representatives and permitted assigns (as the case may be) of the other part /2nd party.



PREAMBLE

- A. JYT is engaged in the business of making available travel and tourism related services to its end customers.
- B. The Entity has approached JYT for availing the Travel Services made available by JYT through JYT Platform as per the terms of this Agreement.
- C. The Entity and JYT desire to enter into this Agreement to bind themselves with their mutual obligations as prescribed hereunder.
- D. In addition to the 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 OF SERVICES

- 1.1. JYT provides a limited, revocable, non-exclusive and non-transferable license to the Entity to access and make a Booking of the Travel Services made available by JYT through JYT Platform. JYT Platform must be accessed either using a web-browser or mobile application.
- 1.2. JYT will be responsible for generating the Booking Voucher to be shared with the Entity. The Booking Voucher generated for the purposes of the Bookings under this Agreement shall contain the information of the Travel Services availed.
- 1.3. Bookings of the Travel Services and use of JYT Platform will be purely at the choice of the Entity and will be as per the "user agreement and privacy policy" available on JYT Platform.

2. ACCESS TO COMPANY PLATFORM

- 2.1. JYT Platform shall not be used, compiled, cached, sold, distributed or otherwise made available by Entity except as specifically provided in this Agreement.
- 2.2. JYT has the right, at any time, to terminate or suspend access of JYT Platform, without any liability, if JYT believes in good faith that (i) such termination or suspension is necessary to preserve the security, integrity, or accessibility of JYT Platform; (ii) fraud, abuse or misuse of JYT Platform is being caused or permitted by the Entity or (iii) the Entity breaches any terms of this Agreement.
- 2.3. JYT is rendering services as a facilitator between the Service Provider and the Entity and thus, the Service Provider shall be responsible for the provision of Travel Services to the Entity.

3. OBLIGATIONS OF THE ENTITY

Channel Partner shall / Entity shall:

- 3.1 Adhere to terms of use available on JYT Platform or as communicated by JYT from time to time.
- 3.2 Use its own infrastructure and equipment for availing the Travel Services.
- 3.3 Be responsible for maintaining security of log-in credentials (including the username and password) shared by JYT.
- 3.4 Be responsible for any loss, theft or unauthorized use of its log-in credentials and shall immediately notify JYT upon becoming aware of such loss, theft or unauthorized use.



3.5 Not use the brand name (includes modifications), logo, tradename or references of or to Company or to JYT Group in any manner whatsoever, unless approved in writing JYT.

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

3.7 Not use, modify, download, copy, compile, cache, sell, transmit, distribute or otherwise make available anything from JYT Platform except as specifically provided in this Agreement

3.8 Make the payment of the Bookings to JYT by utilizing the payment method available on JYT's Platform

4. REPRESENTATIONS & WARRANTIES

4.1 Each Party represents and warrants to the other Party that:

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

4.1.2 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.

4.2.3 The Entity additionally agrees and acknowledges that JYT disclaims any representations, warranties and liabilities on the merchantability, accuracy, completeness, or fitness for a particular purpose of any data on Company Platform.

5. COMMERCIALS

5.1 Payment Method: Payment for the Bookings confirmed by the Entity through JYT Platform shall be made using the payment methods available on the payment page of JYT Platform.

5.2 JYT may, at its sole discretion, levy a Service Fee (irrespective of nomenclature used to identify it) along with applicable taxes on the Travel Services made available on Company Platform.

6. TAXES

6.1 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 Travel Services Tax (GST), central, state or local levies with respect to payment of tax, duties, levies, charges, etc.

6.2 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.

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

6.4 The invoice capturing the tax details for the respective Travel Service shall, in all cases, be generated and issued by the Service Provider directly on the Customer for the amount of the Booking collected by JYT towards the Booking. JYT is not required to issue an 'invoice' (capturing tax details) for the Travel Services on Customers under any circumstances unless law specifically requires JYT to do so. Further, the tax charged in respect of the Travel Services shall be discharged by the Service Provider in all cases where the Service Provider is registered under the respective tax laws or unless where JYT is mandated under the law to do so.

6.5 JYT shall raise an invoice in the name of the Entity for the Bookings done through JYT Platform. For the Service Fee (if any) charged, JYT shall issue a tax invoice on the Entity for the amount of Service Fee along with applicable taxes.



7. CONFIDENTIAL INFORMATION

7.1 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:

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

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

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

7.5 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

7.6 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

7.8 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

8.1 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 JYT shall exclusively vest with JYT.

8.2 The Entity shall not acquire any right whatsoever, in the Intellectual Property or proprietary rights of JYT on account of access to JYT Platform.

9. TERM AND TERMINATION

9.1 The Agreement shall commence from the Effective Date and shall be valid unless terminated by either Party as per the provisions of this Section 9 ("Term").

9.2 Either Party may terminate this Agreement without assigning any reason therefor by serving 30 (thirty) days' prior written notice to the other Party anytime during the Term of this Agreement.

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

9.4 For material breach (as determined in JYT's sole discretion) of the terms of this Agreement by Travel Agent Partner; or

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

9.6 Either Party shall have the right to terminate this Agreement if the other Party makes a general assignment for the benefit of creditors, makes a written admission of its inability to pay its debts or obligations as they become due, has a petition in bankruptcy filed by or against it (and such petition is not dismissed within thirty (30) calendar days), a receiver or trustee of any of its property is appointed, is adjudged to be insolvent by any court having jurisdiction, or it is dissolved, liquidated or terminated.



9.7 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. Entity shall continue to provide Services for the Bookings prior to the date of termination.

10. INDEMNIFICATION

10.1 Entity agrees to indemnify and hold JYT, 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 defense whether direct or indirect, that they, or any of them, may sustain or incur as a result of any acts or omissions of the Entity, 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.

10.2 Neither Party shall be liable to the other for any 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.

10.3 Notwithstanding anything to the contrary in this contract, in case of any dispute (including third party claims) the maximum aggregate liability of JYT under this Agreement is limited to the amount of INR 50,000/-

11. GENERAL

11.1 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.

11.2 This Agreement shall be signed by the Entity upon agreeing to these terms and conditions with Company as a click wrap agreement. Accordingly, this Agreement is legally valid between the Parties by virtue of their online acceptance. Marketing. During the term of this Agreement, 2nd party shall actively market and promote the services available on the JYT's Site in order to generate the maximum number of Transactions on the <https://partner.justyatra.com> by Users/members/sub-franchise. The parties agree that JYT shall be the exclusive travel booking engine provider for air tickets, hotels, and insurance and other allied travel products for the 2nd party.

11.3 Since the operation of the Channel Partner requires creation of an agent account on JYT's B2B2B portal at <https://partner.justyatra.com>, the 2nd party will agree to sign a separate contract with sub-franchise to provide access to login , 2nd Party will commit to fulfilling its entire airline ticketing requirements (online and offline) through JYT.

12. Commercials.

12.1 Channel Partner Franchise (Retail + Unlimited Subagents + Unlimited Club members + unlimited corporate user)(State/Country Level) Franchise fee (Non Refundable) INR 10,00,000.00 + GST (Non Refundable) INR 180,000.00 Total Initial Investment (Non Refundable) INR 1180,000.00 + Projected fitment cost (Non Refundable) INR 320,000.00 Net Costing INR 15,000,00.00 + Minimum Rolling Balance (Refundable) INR 500,000.00 Net Investment. INR 20, 00,000.00. (Rupees twenty lacs only).

12.2 Priority Partner: INR 40,000/- per Priority Partner + 3% on sale (Unlimited user), Basic Agency: INR 4000/- per Agency + 3% on sale (Unlimited user) B2B Partner Franchisee (Retail without brand & marketing support) INR 1000/- per Agency + 3% on sale (Unlimited user), Club Members: (Unlimited user) INR 2000/- per members.

12.3 Royalty fees of 30 % if selling any local product or service using our brand name or platform.

12.4 Term. The term of this Agreement will commence on the Effective Date and, unless terminated earlier as provided herein, shall continue after the Launch Date. This Agreement will continue for periods of five (5) years with subsequent renewal fee.



12.5 (Each, a “Renewal Term”). Each party will have the right to terminate this Agreement at the end of the Initial Term or at the end of any subsequent Renewal Term by providing at least ninety (120) days written notice to the other party prior to the scheduled expiration of the then-current term.

13 JYT DEVELOPER RULE

13.1 Development of the JYT Wrapper; Displaying Links. JYT will assist 2nd Party with the development of the 2nd party Wrapper in accordance with the specifications provided by JYT.

14 LICENSE RIGHTS

14.1 Grant of License by JYT. Subject to the terms and conditions of this Agreement, JYT hereby grants to 2nd party and its Affiliates a royalty-free, worldwide, limited, non-exclusive license to (i) use, reproduce, adapt, incorporate, integrate, and distribute the JYT logo, header and footer on the B2B2B Site (including all distribution and platforms for the B2B2B Site, which may include, without limitation, both narrowband and broadband Priorities, wireless devices, handheld devices, televisions and household appliances), (ii) use, reproduce, incorporate, integrate, display and distribute the JYT Marks in accordance with the terms and conditions of this Agreement on the B2B2B Site, in email confirmations and web confirmations, and as otherwise described herein.

14.2 Use of JYT’s Name. For the term of this Agreement, JYT grants to 2nd party, a non-exclusive, worldwide, royalty-free limited right and license to (i) provide access to the <https://partner.justyatra.com> Site, and (ii) use any JYT logos and other images and materials which JYT provides to 2nd party hereunder solely for the purpose of identifying JYT and the B2B2B Site in 2nd party’s promotional materials (collectively, the “Purpose”). JYT agrees that if it desires to use JYT trademarks, logos or branding in any such JYT promotional material or in any manner other than for the Purpose, then JYT shall first submit all marketing pieces, documentation, and other materials which contain a JYT trademark, logo or branding to 2nd party for its prior review and written approval.

15. OWNERSHIP; PROPRIETARY INFORMATION

15.1 JYT Ownership. JYT shall own all intellectual property rights (including without limitation all copyrights, patents, trademarks and trade secrets) in connection with and in all versions of websites, and the Content, exclusive of the JYT logo, header, footer and the JYT Marks.

15.2 Privacy Policy; Data Delivery. The B2B2B Site will prominently display a “Privacy Policy” Link to JYT’s current online privacy policy.

15.3 Trademark Protection. Except for the limited license granted in Section 3.2 above, JYT and its Affiliates are prohibited from using or displaying (directly or indirectly), and agree not to use, display, or reference (directly or indirectly), any URL, trade name, trademark, logo, or branding of JYT or of any JYT Affiliates, in any manner whatsoever (including, without limitation, in any meta-tags, search engine advertising, marketing or optimization, any other online or offline marketing or advertising, press releases, etc.) without the express, written permission of JYT or its applicable Affiliate(s), which may be denied in the sole discretion of JYT or such Affiliates.

16 TERMINATION FOR CAUSE; TERMINATION OBLIGATIONS

16.1 Either party may terminate this Agreement immediately upon written notice if the other party is in breach or default of any material obligation herein and fails to cure such breach or default within thirty (30) days after the receipt of written notice to that effect. Any notice of breach or default hereunder shall be prominently labeled “NOTICE OF DEFAULT”. The rights and remedies provided in this section are not exclusive and are in addition to any other rights and remedies provided by law of this Agreement.

16.2 It is agreed that if the second party fails to deposit refundable security deposit within 45 days from the date of execution of this Agreement in that event the 1st Party is at liberty to terminate the Channel Partner of 2nd party.

16.3 It is agreed that if the second party fails to complete office set-up within 45 days including office staff, interior, phone, fax, internet etc. in that event the 1st Party is at liberty to terminate the Channel Partner of 2nd party and in such circumstances the 1st party shall be bound to refund the refundable security deposit (if any) within 90 working days from the date of termination.



16.4 Upon termination or expiration of this Agreement for any reason, (i) JYT shall immediately remove all controls from the <https://partner.justyatra.com>, and (ii) JYT shall immediately remove any JYT logo link from premises and cease any use of any and all JYT Marks.

17 REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants that: (i) this Agreement constitutes its legal, valid and binding obligation and has been duly authorized by all requisite action on its part; and (ii) the execution of this Agreement does not violate any applicable law or contract to which such party is subject.

18 LIMITATION OF WARRANTY

EXCEPT AS EXPRESSLY WARRANTED IN SECTION 6 ABOVE, EACH PARTY EXPRESSLY DISCLAIMS ANY FURTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE.

19 INDEMNIFICATION

19.1 General Indemnity. JYT and 2nd second party (as applicable, the "Indemnifying Party") shall each indemnify, defend and hold harmless the other party, as well as its Affiliates and licensees, and each of its officers, shareholders, directors, employees and agents (collectively, the "Indemnified Parties") from and against any and all liabilities, obligations, losses, damages, claims, demands, suits, actions, deficiencies, penalties, taxes, levies, fines, judgments, settlements, costs, expenses, legal fees and disbursements, and accountants' fees and disbursements (collectively, "Claim" or "Claims") incurred by, borne by or asserted against any of the Indemnified Parties in any way relating to third-party claims that arise out of or result from: (A) the Indemnifying Party's performance, failure to perform or improper performance under this Agreement any gross negligence or willful misconduct of any employee or subcontractor of the Indemnifying Party; (B) breach of any representation, warranty or covenant of the Indemnifying Party contained herein; or

(C) any actual or alleged infringement of any patent, copyright trademark, trade name, trade secret or other proprietary or intellectual property right by any service or product, including software, delivered by the Indemnifying Party pursuant to this Agreement.

19.2 Indemnification Procedures. In connection with any Claims, the Indemnified Party will: (i) give the Indemnifying Party prompt written notice of the Claim (provided that any delay in notification will not relieve the indemnifying of its obligations hereunder except to the extent that the delay impairs its ability to defend; (ii) cooperate reasonably with the Indemnifying Party (at the Indemnifying Party's expense) in connection with the defense and settlement of the Claim; and (iii) permit the Indemnifying Party to control the defense and settlement of the Claim, provided that (a) the Indemnifying Party may not settle the Claim without the Indemnified Party's prior written consent if such settlement includes any admission of civil or criminal liability by the Indemnified Party or would otherwise result in any un indemnified damages on the party of the Indemnified Party, and (b) the Indemnified Party (at its cost) may participate in the defense and settlement of the Claim with counsel of its own choosing.

20 LIMITATION OF LIABILITY.

EXCEPT FOR THE OBLIGATIONS SET FORTH IN SECTION 8 (INDEMNIFICATION) AND CLAIMS ARISING UNDER SECTION 10 (CONFIDENTIALITY), NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOST BUSINESS, LOST DATA OR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE OBLIGATIONS SET FORTH IN SECTION 8 (INDEMNIFICATION) AND CLAIMS ARISING UNDER SECTION 10 (CONFIDENTIALITY), UNDER NO CIRCUMSTANCES SHALL EITHER PARTY, ITS AFFILIATES, OR RELATED COMPANIES BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR AN AMOUNT GREATER THAN THE "SETUP FEE" PAID BY THE JYT TO JYT AS PER THE COMMERCIALS AGREED UPON IN THIS AGREEMENT.



21 CONFIDENTIALITY; MEDIA COMMUNICATIONS

21.1 Each party has the right to issue one (1) press release or communication to the press and/or public regarding this Agreement and the parties' relationship hereunder, subject to prior written approval from the other party, which will not be unreasonably withheld. Neither party will issue any other such press release or communication to the press without the other party's prior written approval.

Witnesses:

- 1.
- 2.

1st Party Name, Signature with Seal

Witnesses:

- 1.
- 2.

2nd Party Name, Signature with Seal

