

## Channel Partner Agreement

This Agreement is executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

### BETWEEN

(1) Just Yatra Holidays And Resorts Private Limited (Hereinafter referred as "JYT" in short) , an online travel management company, represented by its Sales Co-ordinator \_\_\_\_\_, Distibutor Sales |India | with its \_\_\_\_\_ India provides various travel related services through its website www.partner.justyatra.com which is linked by third party service provider. Company also provide the service through its retail outlets, mobile-cellular technology as well as through e-mail, (which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) herein after called one part/ 1<sup>st</sup> 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 "CHANNEL 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 CHANNEL 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 CHANNEL 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 CHANNEL 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 /2<sup>nd</sup> party.



1) Marketing. During the term of this Agreement, 2<sup>nd</sup> party shall actively market and promote the services available on the JYT's B2B2B Site in order to generate the maximum number of Transactions on the B2B2B Site by Users. 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 2<sup>nd</sup> party.

2) B2B Contract. Since the operation of the B2B2B Site requires creation of an agent account on JYT's B2B portal at [www.partner.justyatra.com](http://www.partner.justyatra.com), the 2<sup>nd</sup> party will agree to sign a separate contract with JYT to get access to the B2B portal. 2<sup>nd</sup> Party will commit to fulfilling its entire airline ticketing requirements (online and offline) through JYT.

C. **Commercials.**

i. Channel Partner agrees to pay JYT a sum of Rs ...../-Rupees .....only) Including Service Tax as an initial setup fee ("non refundable) for control panel to maintain their sub agencies and services. and Rs...../-Rupees .....only AMC (Annual maintenance charges) from second year onwards.

ii. JYT agrees to provide the 2<sup>nd</sup> party commission on each air ticket sold on the B2B2B Portal. The commission rates will vary with time. Subject to TDS deduction.

<i>Ticketing</i>	<i>1%</i>
<i>Domestic Holidays</i>	<i>3%</i>
<i>International Holidays</i>	<i>3%</i>
<i>Deposit Incentive above 1.0 lakh</i>	<i>1%</i>

JYT reserves the right to modify these commissions from time to time.

iv. The Channel Partner will maintain a refundable non-interest security deposit of ..... with JYT which will be adjusted against bookings made by the 2<sup>nd</sup> party on daily basis. This deposit of booking amount must be reinstated within 2 working days.

E. **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 subsequent renewal periods of one (1) years (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 (90) days written notice to the other party prior to the scheduled expiration of the then-current term.

F. **Integration**. The parties agree that this Agreement (and the Non-Disclosure Agreement to the extent incorporated herein), as well as the Exhibits listed below, constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications.

- EXHIBIT A JYT STANDARD TERMS AND CONDITIONS
- EXHIBIT B PLACEMENT OF LINKS TO THE B2B2BSITE

EXHIBIT A  
JYT STANDARD TERMS AND CONDITIONS

1. JYT GENERAL OBLIGATIONS

1.1 B2B2B Site. The B2B2B Portal will: (I) display the Content; and (II) have the "look and feel" of the JYT Web Site, including the JYT logo, header and footer. All JYT terms and conditions, rules, policies and operating procedures related to the B2B2B Site, including but not limited to, policies relating to, customer orders, customer service, and ticket fulfillment will apply to the Users. JYT reserves the right to change such terms and conditions, rules, policies and operating procedures at any time. "Content" means all JYT provided data, domain names, text, images, animation, video, audio, graphics, photographs, artwork and other similar materials, containing information on and related to travel service for



use by Users, as well as the user interfaces, software and other content comprising the B2B2B Site or otherwise required to operate the B2B2B Site.

1.2 Hosting Services. JYT will provide the hosting services in the same manner for all white label b2c sites as it provides for its own travel site. The charge of the b2c site will vary with time.

## 2. JYT DEVELOPER RULE

2.1 Development of the JYT Wrapper; Displaying Links. JYT will assist 2<sup>nd</sup> Party with the development of the 2<sup>nd</sup> party Wrapper in accordance with the specifications provided by JYT.

2.2 Minimum look-to-book ratio: JYT will commit to ensuring at least 1 air ticket booking for every 25 flight searches executed (“look-to-book ratio”) on the B2B2B Site. The “look-to-book ratio” will be evaluated on a monthly basis. JYT reserves the right to amend this agreement and charge a nominal fee per hit on the website should the look to book ratio exceed agreed ratios.

## 3. LICENSE RIGHTS

3.1 Grant of License by JYT. Subject to the terms and conditions of this Agreement, JYT hereby grants to 2<sup>nd</sup> 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 channels and platforms for the B2B2B Site, which may include, without limitation, both narrowband and broadband channels, 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.

3.2 Use of JYT’s Name. For the term of this Agreement, JYT grants to 2<sup>nd</sup> party, a non-exclusive, worldwide, royalty-free limited right and license to (i) provide Links to the B2B2B Site, and (ii) use any JYT logos and other images and materials which JYT provides to 2<sup>nd</sup> party hereunder solely for the purpose of identifying JYT and the B2B2B Site in 2<sup>nd</sup> 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 2<sup>nd</sup> party for its prior review and written approval.

## 4. OWNERSHIP; PROPRIETARY INFORMATION

4.1 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 ww.justyatra.com, the B2B2B Site, and the Content, exclusive of the JYT logo, header, footer and the JYT Marks.

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

4.3 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.

## 5. TERMINATION FOR CAUSE; TERMINATION OBLIGATIONS

5.1 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.

5.2 It is agreed that if the second party fails to deposit refundable security deposit within 90 days from the date of execution of this Agreement in that event the 1<sup>st</sup> Party is at liberty to terminate the Channel Partnership of 2<sup>nd</sup> party.

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



5.4 Upon termination or expiration of this Agreement for any reason, (i) JYT shall immediately remove all controls from the B2B2B Site, and (ii) JYT shall immediately remove any JYT logo link from the B2B2B Site and cease any use of any and all JYT Marks.

## 6. 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.

## 7. 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.

## 8. INDEMNIFICATION

8.1 General Indemnity. JYT and 2<sup>nd</sup> 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: (i) 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; (ii) breach of any representation, warranty or covenant of the Indemnifying Party contained herein; or (iii) 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.

8.2 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 unindemnified 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.

## 9. 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.

## 10. CONFIDENTIALITY; MEDIA COMMUNICATIONS

10.1 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.



11. GENERAL

11.1 Jurisdiction In case of any dispute the Jurisdiction of ..... court shall be the Court of resolving the dispute.

11.2 Force Majeure Neither party shall be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, acts of God, fires, floods, labor disturbances, riots, or wars

11.3 Notices; Requests. All notices and requests in connection with this Agreement shall be deemed given if delivered to the following address.

If to Channel Partner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by a duly authorized representative as of the dates indicated below.

Just Yatra Holidays And Resorts Private Limited

By: \_\_\_\_\_

Name:

Title: Operation-Head

Date:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

EXHIBIT B  
PLACEMENT OF LINKS TO THE B2B2BSITE

- Links/buttons/tabs directing site visitors into the corresponding booking engines shall be placed prominently on the first page above fold on the affected JYT site(s).
- JYT or third party service provider may place as many links as it wants on other 2<sup>nd</sup> party site(s) pages
- Store fronts, deep linking and other tools may be used as appropriate and determined by both Parties.
- Final placement of these links/tools and any other customization shall be mutually determined by both Parties

