

Agreement

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

BETWEEN

(1) JUSTYATRA.COM (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 travel related services through its website <https://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/ 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 _____

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_____ (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. The Company is engaged in the business of making available travel and tourism related services to its end customers.
- B. The Entity has approached the Company for availing the Travel Services made available by the Company through the Company Platform as per the terms of this Agreement.
- C. The Entity and the Company 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. The Company 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 the Company through the Company Platform. The Company Platform must be accessed either using a web-browser or mobile application.

1.2. The Company 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 the Company Platform will be purely at the choice of the Entity and will be as per the "user agreement and privacy policy" available on the Company Platform.

2. ACCESS TO COMPANY PLATFORM

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

2.2. 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 the Entity or (iii) the Entity breaches any terms of this Agreement.

2.3. The Company 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

Basic Travel Agent Partner shall / Entity shall:

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

3.4 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.

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

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

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

3.8 Make the payment of the Bookings to the Company by utilizing the payment method available on the Company'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 and 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 The Entity additionally agrees and acknowledges that the Company 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 the Company Platform shall be made using the payment methods available on the payment page of the Company Platform.

5.2 The Company 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, inquiries, 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 the Company 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 the Company 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 the Company towards the Booking. The Company is not required to issue an 'invoice' (capturing tax details) for the Travel Services on Customers under any circumstances unless law specifically requires the Company 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 the Company is mandated under the law to do so.

6.5 The Company shall raise an invoice in the name of the Entity for the Bookings done through the Company Platform. For the Service Fee (if any) charged, the Company 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.

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

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

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

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

7.2.4 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

7.2.5 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

7.2.6 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 the Company shall exclusively vest with the Company.

8.2 The Entity 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

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

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

9.3.2 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 the Company.

9.4 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

9.5 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 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 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 tortious 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 the Company under this Agreement is limited to the amount of INR 10,000.

11. GENERAL

11.1 This Agreement is governed by the laws of India and Parties agree to the exclusive jurisdiction of courts of New Delhi, India.

11.2 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.

11.3 Entity shall not assign this Agreement to any third party without the Company's prior written consent. The Company may assign this Agreement without Entity's consent.

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

11.5 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 Entity, or (4) by means of a written communication via email or otherwise by the Company and deemed acceptance by means of conduct by the Entity.

11.6 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, pandemic, explosion, disease, earthquake, hijacking, sabotage, crime.

11.7 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.

11.8 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.

Execution Date		
Effective Date		
Details of the Travel Agent Partner	Name of the Entity	
	Authorized person	
	Address	
	GSTIN	
	PAN Details	
	Email Id	
	Contact No.	

ANNEXURE I

DETAILS OF THE TRAVEL AGENT PARTNER

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 Travel Service, through the Company Platform.
3. "Booking Voucher" means voucher generated subsequent to confirming of the Booking that gives the break-up of the listing price of the Travel Services along with the applicable taxes.

4. "Business Account" means the admin account of the Entity which is created in the name of Entity for availing the Travel Services of the Company.

5. "Company Group" means any entity which is controlled by, or controls, or under common control as the Company.

6. "Company Platform"/ "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 the websites <https://partner.justyatra.com> and their respective mobile applications.

7. "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.

8. "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.

9. "Travel Services" means the travel services made available by Service Provider(s) on the Company Platform. "Service Provider" means a third party service provider who is making available Travel Services on the Company Platform, directly or indirectly, and is ultimately responsible for providing Travel Services.

Witnesses:

1st Party Name, **Signature with Seal**

1.

2.

2nd Party Name, **Signature with Seal**
