

PARTNER AGREEMENT

This AGREEMENT is made on [] day of Month-----, 20[] BETWEEN –
Connecting Dot Private Limited (www.tripmegamart.com), 3rd Floor, Basant Kunj, Bank More,
Dhanbad, Jharkhand. Pin- 826001 (Hereinafter referred to as “**FIRST PARTY**”)

AND

----- (Hereinafter referred to as “**SECOND PARTY**”)

Whereas the **FIRST PARTY** has developed a unique Whitelabel plan and system for the development, opening and operating of travel business;

AND WHEREAS by reason of a uniform business format or system and high standards of quality and service, **FIRST PARTY** has established an excellent business reputation, created a substantial demand for its products and services and build up valuable goodwill.

AND WHEREAS the **SECOND PARTY** is desirous of acquiring from **FIRST PARTY** the license to use a Whitelabel travel business utilizing the business format, methods, standards, operating procedures, trademarks and upon the terms and conditions hereafter set forth.

NOW THEREFORE this Agreement witnessed that in consideration of the mutual covenants and agreements herein contained the parties hereto do hereby covenant and agree with each other as follows:

The validity of this agreement is for one year starting with date----- [].

The renewal cost will be-----need to be paid for every year after first year.

Failing to pay the renewal cost will lead to the expiry of your portal and so this agreement too also will be void and the renewal cost must be paid 30 days prior to the expiry date.

The **SECOND PARTY** has paid a NON REFUNDABLE amount of [] for []
[] Services and remaining amount is []
. which needs to be paid by the **SECOND PARTY** to **FIRST PARTY** on or before []

If the **SECOND PARTY** fails to pay to the **FIRST PARTY** the remaining amount of [] on or before []
[] then the agreement will be treated as cancelled on the discretion of the **FIRST PARTY**.

1. **FIRST PARTY** and the **SECOND PARTY** amicably shall have the option to renew this agreement and shall be exercisable at least 30 days prior to the expiry of the term. In this event, the Agreement shall be renewed on term and consideration as decided by the parties to this agreement.

Either party shall have the right to terminate this agreement, upon providing written notice either by e-mail or by courier about their intention of termination at least one month prior to effective termination date without bearing any liability so assigning any reason whatsoever (excluding clause no 6).

2. CONSIDERATION:

In consideration of **FIRST PARTY** granting to the **SECOND PARTY** a non-exclusive right to operate a business, and a non-exclusive license to use the system and marks solely and exclusively in the operation thereof for a period of 1 year in accordance with the terms and conditions stated in this agreement.

3. OPERATION OF BUSINESS:

The **SECOND PARTY** agrees to operate the business strictly in accordance with system, whether contained in the manual, or otherwise. Without limiting the generality of the foregoing, the **SECOND PARTY** agreed as follows:-

The **SECOND PARTY** shall ensure that at all times the prompt, courteous and efficient service is accorded to its customers. The **SECOND PARTY** shall in all dealings with its customers, suppliers and the public adhere to the highest standards of honesty, integrity, fair dealings and ethical conduct.

4. CONFIDENTIALITY:

4.1) **Non-Disclosure** -The **SECOND PARTY** agrees to maintain the confidentiality of all such information during the currency of this agreement or at any time thereafter any information whatsoever with respect to the **SECOND PARTY** business affairs or the system other than as may be required to enable to conduct its business, and the **SECOND PARTY** further agrees not to use any such information in any other business or in any manner not specifically approved in writing.

4.2) **Affixing of Notice** -The **SECOND PARTY** hereby covenants and agrees that he is an authorized and licensed user of the trade-mark of **FIRST PARTY**, during the validity period of this agreement which trademark is owned by "**FIRST PARTY**"

5. PROPRIETARY RIGHTS & REVERSE ENGINEERING:

5.1 **FIRST PARTY** shall, at all times, own and/or be deemed to own all Intellectual Property Rights in or to the Software System and Documentation and any derivative works of or improvements, enhancements, modifications or updates to the Software or Documentation. The title and Intellectual Property Rights in and to any content displayed by or accessed through the Software belong exclusively to **FIRST PARTY**.

5.2 The **SECOND PARTY** acknowledges that the source-codes (including without limitation to its structure, organization and codes), the Documentation, **FIRST PARTY** Confidential Information, and all technical data and information associated therewith constitute trade secrets and are the valuable property of **FIRST PARTY** and/or its licensors and that the WHITELABEL SYSTEM and Documentation are protected, without limitation, by copyright and trademark rights.

5.3 The **SECOND PARTY** shall not decompile, disassemble or create or attempt to create or reconstruct, by reverse engineering or otherwise.

5.4 The **SECOND PARTY** shall not sell, assign or transfer this grant and/or the rights and interest to any other person or company under this Agreement. These obligations shall survive even after termination of this Agreement due to any reason.

6. EVENTS OF TERMINATION:

6.1) **FIRST PARTY** shall have the right to terminate this Agreement and the rights granted without prejudice to the enforcement of any other legal right or remedy, immediately upon giving written notice of such termination upon the happening of any of the following events:

6.2) If the **SECOND PARTY** breach any other of the terms or conditions of this agreement or any other agreement or undertaking entered into.

6.3) If the **SECOND PARTY** involves in any abusive language or behaviour or any profanity.

6.4) In the event of termination of the Agreement, as the case may be, the **FIRST PARTY** shall cease all further work, development, web-services & support services in respect of the Agreement.

7. COMMISSIONS & OTHER CHARGES:

Flight tickets will be given on Net Price (without any commissions) whereas Hotels has 8 % commission to **SECOND PARTY's** website by **FIRST PARTY**. **FIRST PARTY** service charge on cancellation and reschedule charges of flight tickets will be USD 2 per passenger per sector apart from the supplier's cancellation and reschedule charges. **FIRST PARTY** service charge on Hotel cancellation will be USD 2 per room per night apart from the supplier's cancellation charges. Any refunds will be credited to **SECOND PARTY** virtual balance after getting refunds from concerned Airlines / Hotels Suppliers only, after debiting service charge of **FIRST PARTY**.

8. FEATURES & BENEFITS IN THE PARTNERSHIP:

8.1) A website of **SECOND PARTY** with domain name----- with admin control.

8.2) Access of Connecting Dot Private Limited (www.tripmegamart.com) inventories of -----
----- on **SECOND PARTY's** website URL -----.

8.3) **SECOND PARTY** will have their own-----Payment Gateway facility in their website (integrated by **FIRST PARTY**) to accept online payments from their own customers.

8.4) **SECOND PARTY** can book tickets from the inventories they have taken from **FIRST PARTY** either online/offline.

8.5) The offline as well as online bookings depend upon the available pre-paid credit money (Virtual Balance) deposited by **SECOND PARTY** with **FIRST PARTY**

8.6) The credit money (Virtual Balance) deposited by **SECOND PARTY** for booking will be non-refundable in any and all cases. If the **SECOND PARTY** does not want to renew the term then

they have to use the balance money before the renewal date otherwise the remaining credit money (Virtual Balance) will be non-refundable.

8.7) SECOND PARTY is entitled to add the extra mark-up percentage on the net price of the products and services given by **FIRST PARTY**

9. POLICIES:

9.1) **SECOND PARTY** is not entitled to have any access of the server / hosting / cPanel / source-code of the website.

9.2) **SECOND PARTY** is only authorized to use the website in their name for 1 year and further after their renewal payments.

9.3) The Business is valid only on this particular domain name -----which is mentioned in this agreement.

9.4) If the agreement is not signed and stamped then the agreement will not be valid.

The **SECOND PARTY** has to print copies of the agreement and sign and stamp it and then send copies of the signed and stamped agreement to **FIRST PARTY**. After signing, **FIRST PARTY** will send copy to **SECOND PARTY**. Irrespective of the fact that the agreement is signed or not, the amount paid is strictly non-refundable under all and each circumstances.

9.5) As these are extremely technical things open to whole world and as cyber-crimes are on rising trend. **FIRST PARTY** is not responsible and liable for any unforeseen incidence (hacking, breaching, phishing, spamming, scamming, server crashing, flooding or any natural or technical calamities etc.) and its subsequent consequences.

9.6) In case of any dispute, the total liability will not exceed the price / renewal cost of the portal paid for the current year.

9.7) The Bank Account used for transferring money for credit money (Virtual Balance) using online bank transfer to recharge the credit money (Virtual Balance) must belong to **SECOND PARTY**. In particular, the Bank Account should not belong to a customer, passenger or any third party apart from **SECOND PARTY**, if it is found that the credit money (Virtual Balance) has been transferred through customer, passenger or any third party's account then the website / business / term will be terminated with immediate effect.

9.8) All bank charges, exchange charges, transaction charges or any other charges will be borne by **SECOND PARTY** in all cases.

9.9) If anytime in the agreement term, no ticket is booked for a period of 30 days then the bookings will be auto-disabled. The **SECOND PARTY** has to contact the support team to get the services resumed.

9.10) The **FIRST PARTY** is only providing TOUR MANAGEMENT SYSTEM & CAR PACKAGE MANAGEMENT SYSTEM (not the packages). The **SECOND PARTY** will upload their own packages and sell and provide the services to their customers.

10. FEES/ CHARGES:

One Time NON REFUNDABLE Registration Charge for one year is _____ for services of _____ taken.

11. MAINTENANCE:

The **SECOND PARTY** needs to pay ----- after one year of the plan chosen on yearly basis i.e. every year. The **FIRST PARTY** will maintain the said website for the period of its validity.

12. INDEMNIFICATION:

The **SECOND PARTY** shall indemnify, defend, and hold the **FIRST PARTY** including its directors, employees and agents harmless from and against any liabilities, claims or demands (including the costs, expenses, dispute resolution costs and attorneys' fees on account thereof) relating to or may result from any claims brought against **FIRST PARTY** arising in whole or in part out of claims brought against the **SECOND PARTY** involving mishandling or misplacing items while using the Whitelabel System.

13. COMPLIANCE WITH LAW & JURISDICTION OF THE COURTS:

The **SECOND PARTY** shall fully comply with all applicable provisions of central, state, and local laws, rules and regulations, and the **SECOND PARTY** agrees to hold the **FIRST PARTY**, its agents, officers and employees harmless from any and all liability, costs, including, but not limited to attorney's fees and dispute resolutions costs, and damages resulting from failure of compliance with applicable Laws.

All disputes arising under or out of this agreement or in any way connected with this agreement shall be subject to the jurisdiction of the court of Dhanbad, Jharkhand, India only.

14. BOOKING TERMS & CONDITIONS:

All air ticket prices are subject to availability at the time of booking.

Any change in air ticket is subject to airline fee, our service charge, fare difference and airline policies.

All changes in airline tickets are subject to airline rules.

All baggage rules are subject to airline rules.

Date change, cancellation, refunds and other services depend on supplier's policy, supplier's fees and our service charges.

FIRST PARTY is not liable to declare any other information to partner other than gross price of service taken. If **SECOND PARTY** do not understand any terms or any document we provide, it is your responsibility to ask us and understand.

Any issue related to flight is the responsibility of airline such as delay or flight cancellation &

others. Immigration authority or airline reserves the right to deny boarding to any passenger who does not meet required valid documents for his trip.

All Flight tickets/ Hotel rooms made available on **SECOND PARTY** website are provided by third party suppliers.

FIRST PARTY does not hold responsibility for any issue about services provided by third party providers.

Please check third party service details & rules before booking.

FIRST PARTY does not disclose all information related to an air ticket before purchase due to operational constraints.

FIRST PARTY reserves the right to amend any contents of this agreement for all future agreements to be signed.

Connecting Dot Private Limited (www.tripmegamart.com) is not at all liable to provide **SECOND PARTY** any other feature or benefits except these above mentioned points, nor **SECOND PARTY** is permissible to ask for extra benefits and feature except the above written.

FIRST PARTY

SECOND PARTY