

AGENCY AGREEMENT

This Franchisee Agreement is executed at New Delhi and made on this _____ day of _____ 2016 by and between _____ with its principal place of business located at _____ (hereinafter referred to as the “**Franchisee**” which expression shall unless repugnant to the context or meaning thereof deemed to include its heirs, successors, executors and administrators) of the First Part;

AND

M/s Honest Trips Hospitality Pvt. Ltd., having its registered office at H-70, Basement, South Extension Part-I, New Delhi-110049 (hereinafter referred to as the “**Company**”) of the Other Part;

WHEREAS the Company is in the business of sale of its Airline Tickets (Services), Hotel reservations and other allied travel related services and carrying on business under the name, style and travel portal “**Honestrips.com**”.

WHEREAS the Franchisee is in the business of sale of airline tickets, hotel reservations etc. and wishes to market and promote/sale of airline tickets (services), hotel reservations and other allied travel related services of the Company.

WHEREAS the Company is in requirement of the Agency for sale of its Airline Tickets (Services), Hotel reservations and other allied travel related services and considering the requirement of the Company, the Franchisee has approached the Company with the assurance that it can provide the Services as required by the Company. Based upon the assurances provided by the Agent, the Company has decided to tie up with the Franchisee for the Services;

WHEREAS Company wishes to appoint Franchisee as its Franchisee to market, promote and sell its travel related products/services.

WHEREAS both the Company and the Franchisee be jointly referred to as “Parties”;

WHEREBY IT IS AGREED BY BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. Subject to the terms and conditions of this Agreement, the Company hereby appoints the Franchisee as its non-exclusive Franchisee to market, promote and sell its travel related products/services and to solicit orders for the same. Franchisee hereby accepts such appointment and agrees not to use a third party to perform its obligations pursuant to this Agreement without the prior

written consent of the Company. It is expressly agreed that the Franchisee has no authority to enter into agreements or make any commitments on the Company's behalf.

2. This Agreement shall come into effect on the _____(date) and would be valid until _____(date), unless terminated earlier or in accordance with terms of this Agreement. At the end of the term, this Agreement may be renewed on such terms as may be mutually determined and consented to by the Parties.
3. The Franchisee agrees :
 - Not to misuse inventory access & ID provided for sale of airline seats through Honestrips.com system link
 - To follow & abide by all the fare rules of tickets being sold;
 - To maintain confidentiality of all terms of this agreement & the content / fare provided / communicated verbally or in writing for sale of Honestrips.com inventory from time to time.
4. The Company would not be liable for:-
 - Payment of any incentive should the Franchisee not be able to achieve the agreed target
 - Any loss (including monetary loss), injury or damage which Franchisee may suffer, jointly or severally, by reason of cancellation of flights / hotel reservation or any other allied travel related services for any reason
5. The Franchisee agrees to indemnify the Company and its representatives from and against any claims, damage, loss or penalty including cost thereof in case of any liability arising out of this Agreement. The said claims and damages, losses, penalty and the cost thereof shall be deducted from the amounts lying with and not paid to the Franchisee and/or security deposit placed by the Agent, if any, with the Company.
6. The Franchisee will be fully responsible for compliance with various laws such as, The Contract Labour (Regulation & Abolition) Act 1979, The Employees' Provident Fund and Miscellaneous Provisions Act, 1952, Minimum Wages Act, Bonus Act, Employee State Insurance Act, or any other rules and regulations as framed by any authority from time to time and will be solely responsible for any damages or loss suffered by the Company if the Franchisee fails to comply with any laws applicable to them.
7. In the event of the Franchisee failing to comply with terms and conditions of the contract and the rules and regulations and applicable laws stated herein, then, the Company shall be at liberty to terminate the contract with

immediate effect without prejudice to its right to claim /adjust the loss out of the amount due to the Agency.

8. The Franchisee shall not disclose any confidential information relating to the Company which it may come in possession of during the term or otherwise performance the Services under this Agreement. The Franchisee shall use such confidential information only for the purposes for which it was provided for. The Franchisee shall strive to return such information after its use is over, but in any case is obliged to return such confidential information upon termination of this Agreement. The Franchisee shall take reasonable steps to protect the integrity and confidentiality of such information during the term of this agreement and five years after termination of this Agreement.
9. Confidential information means and includes any business or technical information of the Company/Honestrips.com disclosed to the Franchisee in connection with this Agreement or the Services, in whatever form or medium, both orally and/or in writing, including, but not limited to, product and system information, marketing information and strategies, financial information, legal information, trade secrets, business plans, analysis, forecasts, personal data, intellectual property and know-how which (i) has actual or potential economic value to the Company and which is not generally known or readily ascertainable by proper means to the public or the Company's competitors at the time it is disclosed or (ii) is subject to data protection and privacy laws or (iii) is designated as confidential at the time it is disclosed or should reasonably be deemed to be confidential given the circumstances surrounding the disclosure.
10. This Agreement is entered into on a principal-to-principal basis. Neither Party shall transfer or assign its rights, titles or benefits under this Agreement to any other third party.
11. Clauses relating to payment terms, confidentiality, liability, indemnity and governing law shall survive termination of this Agreement.
12. This Agreement is non exclusive in nature and the Parties may enter into identical/ similar Agreement with any other third party.
13. This agreement has been reviewed, read and understood by each party, before entering agreeing and executed this Agreement. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

14. Franchisee will not hold the Company liable for its inability to perform its obligations under this Agreement due to reasons beyond its reasonable control and happening of any force majeure events. It is further stated that notwithstanding to any provisions of this Agreement, on happening of any events like but not limited flood, fire, earthquakes, strikes, riots, natural calamities, terrorist attacks, coup, war, epidemics, political unrest, accidents, government embargoes introduced after this contract came into existence, any change in law or other exercise of a sovereign or executive prerogative by the Govt. of India or any other authority shall include conditions of force majeure. Any additional cost incurred by agency or any of its agents during the Force Majeure event, shall be directly paid and borne by the agency. If such force majeure event continues for a period of 15 days or more the Company may opt to terminate the agreement with immediate effect.
15. The Franchisee shall use the Services and Website of the Company, Honestrips.com to make legitimate reservations or purchases and shall not use the Website for any other purposes, including without limitation, to make any speculative, false or fraudulent reservation or any reservation in anticipation of demand.
16. The Franchisee shall be solely responsible for maintaining the confidentiality of its password and account information. The Franchisee may not authorize any third parties to use the services on its behalf, and shall be responsible for all actual or purported use by the Franchisee and those allowed by the Franchisee to use the services.
17. The Franchisee shall be solely responsible for all usage or activity on its account including, but not limited to, use of the account by any person who uses its password and account information, with or without authorization by the Agent. If the Franchisee has reason to believe that its account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of its password and account information), it must promptly change the affected password and account information and notify the Company of the problem by e-mailing it. It is however clarified that the Franchiseeshall be fully liable for all use of its account, including any unauthorized use of its account by any third-party.
18. Franchisee will be responsible for following guidelines set by airlines for ticket issuance. Any abuse/ misuse of mirror ID access resulting in ADM's for airlines will be borne by the Agent.
19. Without prejudice to the foregoing core method of making bookings by utilizing the license to access the Website through the login and password, the Agents may from time to time, make bookings by:

- i. Either sending an offline request for ticketing through email/phone to Honestrips.com,
 - ii. Accessing Honestrips.com account through sub-logins/mirror ID's, with such tickets may never getting posted/displayed/uploaded on the Website.
20. Accordingly, it is expressly agreed that the Franchisee shall be fully liable for payments for the ticketing booked through these non-core methods as well.
21. The Franchisee shall be responsible to make timely payments to the Company as mentioned in this agreement.
22. The Franchisee shall make payments due for International & Domestic tickets booked by it on the Website or issued through Honestrips.com. The payment shall be made one day before the IATA payment Schedule or as per the schedule specified by the Company through RTGS/Bank Transfer/ Cash/ Credit/ Debit Card (in cases wherever credit facilities are offered to the Franchisee by the Company).
23. The Franchisee is liable to clear all dues arising out of ticketing/Bookings for Low Cost Carriers as and when requested by the Company.
24. The Company reserves the right to amend the rates and schedules thereto from time to time based on BSP/IATA Regulations or changing market trends through written or verbal communication including electronic mode and Phone. The Company may update the same information on the website.
25. The Franchisee shall not adjust any refunds in the payment schedule. The refund will be given back to the Franchisee after receipt thereof by the Company from the Airline or any other Supplier.
26. The Company shall be entitled to deduct tax from all commissions/incentives payable to the Franchisee and applicable TDS certificate(s) will be issued in accordance with applicable legal provisions.
27. The Franchisee shall immediately clear all dues to the Company if the amount payable by Franchisee exceeds the pre - defined credit limit sanctioned to the Franchisee by the Company.
28. If the payment is not made on time, the Company reserves the right to cancel all the PNR's without any prior notice solely at the cost of Agent.
29. Non-payment/delayed payment will be considered as the breach of the obligations of the Agent, and shall further attract a late payment interest at

the rate of 30% per annum. Provided that, the Company receipt of the late interest amount shall not be deemed to be any waiver of the primary breach.

30. The Franchisee shall pay a sum of Rs.50,000.00 (Rupees Fifty Thousand only) as one time non-refundable fee towards usage of online reservation system of the Company.
31. The Franchisee shall maintain sufficient reserve in his Login id to secure cancelation charges towards tickets issued by the Franchisee (applicable to agents wherever credit facility is offered to the Franchisee by the Company). Further the Franchisee agrees and undertakes that it will maintain enough balance in the account of the Company that equals to the cancellation amount (s) of the ticket(s) that may arise due to non payment of cost of the ticket payable to the Company as per agreed schedule by the agent. The Franchisee indemnifies the Company in this regard and the Company will not be liable for any inaction on the part of the Franchisee in this regard.
32. The Company will provide commission on tickets as communicated to the Franchisee from time to time. Such commissions will be offered to Franchisee on cut and pay basis as stipulated by the portal of Honestrips.com. Commission structure on various airlines will be communicated to the Franchisee through mail or published on the website of Honestrips.com. The said commission structure is subject to change from time to time. It is, therefore, advised to the Franchisee to check the commissions from the Company through mail or as listed in the website of the Company.
33. The Franchisee should maintain sufficient balance in his account to issue tickets from the portal of Honestrips.com (wherever credit facility is not offered to the Franchisee by the Company).
34. The Franchisee shall make payment for the services availed under this Agreement by (cash/cheque/demand draft/credit card).
35. **Representations and Warranties**

The Franchisee represents and warrants that:

- a. It has full power and authority to enter into this Agreement as at the date of execution of this Agreement
- b. It is not aware of any charges, actions, suits, and proceedings etc, actual or threatened, which would restrict or prohibit him from performing any of your obligations under this Agreement.
- c. There are no current, pending or threatened actions or proceedings before any court, arbitrator, administrative tribunal or government authority which might materially and adversely affect its business,

assets or conditions (financial or otherwise) or operations or the ability to perform obligations under this Agreement.

36. The Company may also terminate this Agreement and/or discontinue provision of any of the services at any time for any reason, including agent's failure to comply with the terms and conditions of this Agreement. Such termination shall not affect any right to relief to which the Company and its third party providers and distributors may be entitled, at law or in equity. Upon termination of this agreement and these terms and conditions, all rights granted to the Franchisee will terminate and revert to the Company and its third party providers or distributors, as applicable
37. The Company shall not be liable to the Franchisee or any other party claiming for the Franchisee by virtue of termination of this Agreement for any reason whatsoever for any claim for loss or profit or on account for any expenditure, investment, leases, capital improvements or any other commitments made by the Franchisee or any other party in connection with their business made in reliance upon or by virtue of this Agreement.
38. Any disputes arising out of, in connection with or in relation to this Agreement shall in the first instance be settled through mutual discussions between the Parties. Failing resolution of such disputes within a period of 15 days from the first written notice of dispute the same shall be resolved by the sole arbitrator to be appointed by the Company. The arbitration proceedings shall be conducted under the Arbitration and Conciliation Act, 1996. The Parties agree to submit to the exclusive jurisdiction of the courts located in New Delhi only as regards any disputes, claims or matters arising under or in relation to its Agreement.

On Behalf of **HONEST TRIPS
HOSPITALITY PVT. LTD.**

On Behalf of _____

Signature

Signature

Name:

Name:

Title:

Title:

Date

Date