

VENDOR AGREEMENT

This 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 “Vendor” 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 Vendor is in the business of providing land arrangements, hotel reservations etc. and wishes to market and promote/sale its travel related services of the Company.

WHEREAS the Company is in requirement of the Vendor to look after land arrangements and other allied travel related services for its clients and considering the requirement of the Company, the Vendor 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 Vendor, the Company has decided to tie up with the Vendor for the Services;

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

WHEREAS both the Company and the Vendor 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 Vendor as its Vendor to market, promote and sell its travel related products/services and to solicit orders for the same. Vendor 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 Vendor 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 Vendor agrees :
 - To assure and provide the satisfactory services to the clients assigned to them by the Company
 - To provide the most competitive rates for its services to the Company
 - To honour all the commitments made by them in writing in order to provide efficient and on time services to the clients of the Company
 - Not to misuse ID provided for its services through Honestrips.com system link
 - To follow & abide by all the services mentioned in their offers from time to time;
 - To maintain confidentiality of all terms of this agreement & the content communicated verbally or in writing for sale of Honestrips.com inventory from time to time
 - To provide the best drivers / guides with prior information about the itineraries of the clients. The drivers / guides, so provided, must be English speaking or in the local language of the visiting clients.
 - To ensure that the vehicles provided to the Company's clients are neat and clean.
 - To ensure that the clients are picked up on time, in case of airport pick up and drops
4. The Company would not be liable for:-
 - Payment of any services should the Vendor not be able to fulfil the desired confirmation
 - Any loss (including monetary loss), injury or damage which Vendor 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 Vendor 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 Vendor and/or security deposit placed by the Vendor, if any, with the Company.

6. The Vendor 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 Vendor fails to comply with any laws applicable to them.
7. In the event of the Vendor 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 Vendor.
8. The Vendor 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 Vendor shall use such confidential information only for the purposes for which it was provided for. The Vendor 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 Vendor 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 Vendor 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. Vendor 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 Vendor or any of its sub-vendors during the Force Majeure event, shall be directly paid and borne by the Vendor. 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 Vendor 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 Vendor shall be solely responsible for maintaining the confidentiality of its password and account information. The Vendor 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 Vendor and those allowed by the Vendor to use the services.
17. The Vendor 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 Vendor. If the Vendor 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 Vendor shall be fully liable for all use of its account, including any unauthorized use of its account by any third-party.

18. Accordingly, it is expressly agreed that the Vendor shall be fully liable for services rendered by them to the Company.
19. The Vendor shall be responsible to inform the Company in advance with respect to the payments towards services provided by them to the Company.
20. The Vendor shall offer the maximum credit facilities to the Company wherever possible or should clearly provide information with respect to its payment terms through email or in writing to the Company at the time of signing the Contract. Payment terms may vary from time to time depending upon the services availed by the Company and all such communication must be provided to the Company in advance.
21. The Company reserves the right to amend the rates and schedules thereto from time to time based on changing market trends through written or verbal communication including electronic mode and Phone. The Company may update the same information on the website.
24. The Vendor shall mention clearly the cancelation / refund policies towards the services provided by them to the Company. All such refunds will be adjusted by the Company in their next booking provided to its Vendor.
25. The Company shall be entitled to deduct tax from all commissions/incentives payable to the Vendor and applicable TDS certificate(s) will be issued in accordance with applicable legal provisions.

26. **Representations and Warranties**

The Vendor 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 Vendor'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 Vendor 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 Vendor or any other party claiming for the Vendor 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 Vendor 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