

To Be Printed on Rs.100 stamp paper.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and executed on _____ in Year _____ between:

Shaensha Travel and Tour Pvt. Ltd., a Company incorporated under the provisions of Companies Act, 1956 and having its office at A-176, FATEH NAGAR, JAIL ROAD, NEW DELHI - 110018 hereinafter referred to as '**Shaensha Travel and Tour Pvt. Ltd.**' (which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its permitted Assigns) of the first part;

AND

< **AGENCY NAME** > referred to as < **AGENT** > having its office at < Regd. Address > which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its permitted Assigns) of the other part.

WHEREAS:

A. **Shaensha Travel and Tour Pvt. Ltd.** is engaged in providing Complete Travel Solutions (Airline Ticketing/Hotel Bookings) to its clients.

B. **AGENT** will sell & market all products of **Shaensha Travel and Tour Pvt. Ltd.** to the end customers of its territory.

Now This Agreement Witnessed and It is hereby Agreed By and Between the Parties Hereto As Follows:

1. **Shaensha Travel and Tour Pvt. Ltd.** hereby appoint < **Agency Name** > their exclusive Authorized agent to market/sell/promote the Air Tickets, International & Domestic tours and selling tour packages, products, services and allied products and services developed by **Shaensha Travel and Tour Pvt. Ltd.**

2. **Shaensha Travel and Tour Pvt. Ltd.** shall be entitled to appoint other Travel Agencies for the said Territory and the Agency shall have no objection of any nature whatsoever for the same.

3. **Shaensha Travel and Tour Pvt. Ltd.** also retains the absolute rights to establish their own office or branch in the said territory and conduct such business activities that they have authorized < **Agency Name** > to sell and < **Agency Name** > shall have no objection of any nature whatsoever for the same.

4. < **AGENCY NAME** > shall not be entitled to appoint any sub agents for the promotion of tours conducted by **Shaensha Travel and Tour Pvt. Ltd.** without the prior permission in writing from **Shaensha Travel and Tour Pvt. Ltd.** or have an authorized distributor ID

5. This agreement shall supersede all agreements if any, entered between **Shaensha Travel and Tour Pvt. Ltd.** and < **Agency Name** > prior to the execution of this Agreement.

6. The Agreement shall be valid for a period of 12 months commencing from (MENTION DATE)

7. **Shaensha Travel and Tour Pvt. Ltd.** shall furnish to < **Agency Name** > the detailed procedure for booking and cancellation of the tours and < **Agency Name** > agrees and undertakes that they shall adhere to the said procedure laid down by **Shaensha Travel and Tour Pvt. Ltd.**

8. The respective prices at which < **AGENCY NAME** > shall sell the / Designated Product of **Shaensha Travel and Tour Pvt. Ltd.** shall be decided by **Shaensha Travel and Tour Pvt. Ltd.** from time to time and the relevant price list will be furnished/made available on the system to < **Agency Name** > In the event of any change in price of '**Designated Products**', after the booking and before the date of departure, **Shaensha Travel and Tour Pvt. Ltd.** shall intimate such change in price, prior to the departure of the client, so as to enable < **AGENCY NAME** > to recover the difference in price from the passengers. It shall be the duty of < **AGENCY NAME** > to collect the payment for the '**Designated Products**' and remit the same to **Shaensha Travel and Tour Pvt. Ltd.**

9. < **AGENCY NAME** > shall draw the attention of all customers to the Terms and Conditions furnished by **Shaensha Travel and Tour Pvt. Ltd.** subject to which they book '**Designated Products**' and/or other arrangements is accepted.

10. <Agency Name> agrees and undertakes that they shall strictly follow the schedule prescribed by **Shaensha Travel and Tour Pvt. Ltd.** to seek and secure payment from the clients availing the '**Designated Products**' and remit the same to **Shaensha Travel and Tour Pvt. Ltd.** in a stipulated manner within the stipulated time which would be unless otherwise provided as per **Annexure-I**. It is a clear understanding that the < AGENCY NAME > shall not endeavor any tickets, vouchers, passes etc. to the clients make full and final payment as per the prescribed rates and in case of short collection or in case of bouncing of any cheques, issued by the clients, <AGENCY NAME> Alone shall be responsible to reimburse **Shaensha Travel and Tour Pvt. Ltd.** <AGENCY NAME> Agrees and undertakes, to be liable for the payment of cancellation charges as applicable, should they desire to cancel the booking once the booking and non-refundable deposit been received by **Shaensha Travel and Tour Pvt. Ltd.**

11. < AGENCY NAME > agrees and undertakes to give a personal guarantee in favor of **Easy Trip Planners Pvt. Ltd.** at the time of execution of this Agreement that they are fully responsible for the total Customer Servicing. Failure of the responsibility of < AGENCY NAME > in the area of customer service will entitle **Easy Trip Planners Pvt. Ltd.** at their sole discretion, to terminate this agreement without prior notice and without prejudice to their right to take any action against < AGENCY NAME > as they may be advised.

12. **Shaensha Travel and Tour Pvt. Ltd.** shall at their own discretion release advertisement for promotion of sales in the Territory of < AGENCY NAME > for and on behalf of < AGENCY NAME >
< AGENCY NAME > shall not promise any service(s) to the passengers other than those specifically mentioned in the public brochures/advertisement/publicity issued by **Shaensha Travel and Tour Pvt. Ltd.**

13. < AGENCY NAME > shall have no right to alert, modify or amend any of the Terms and Conditions of the tour laid down by **Shaensha Travel and Tour Pvt. Ltd.** **Shaensha Travel and Tour Pvt. Ltd.** shall not be responsible for any promises made by <AGENCY NAME > beyond the services mentioned at the time of booking.

14. < **AGENCY NAME** > shall not advertise its tours or services, or use **Shaensha Travel and Tour Pvt. Ltd.** logo or name, unless authorized in writing by the management of the **Shaensha Travel and Tour Pvt. Ltd.**

15. The < **AGENCY NAME** > agree and accept that it shall provide all co-operation and furnish all details necessary and related to the product sold through < **AGENCY NAME** > in the event of any complaint or alleged grievance raised by the customers against **Shaensha Travel and Tour Pvt. Ltd.** in any court of law.

16. The < **AGENCY NAME** > Here by indemnifies and shall keep indemnified **Shaensha Travel and Tour Pvt. Ltd.** in respect of losses caused to **Shaensha Travel and Tour Pvt. Ltd.** by the reason of the representation being made by the < **AGENCY NAME** > beyond the authority given by **Shaensha Travel and Tour Pvt. Ltd.**

Shaensha Travel and Tour Pvt. Ltd. shall not in any manner whatsoever be responsible or liable for the negligent acts of the < **AGENCY NAME** > Not with standing that the < **AGENCY NAME** > may have acted within the scope of its authority.

17. **Shaensha Travel and Tour Pvt. Ltd.** shall be entitled to terminate the present agreement without assigning any reason for the same by giving to the other party, seven days notice in writing. On termination all accounts have to be settled and the < **AGENCY NAME** > shall handover all the property and amounts of **Shaensha Travel and Tour Pvt. Ltd.** and shall discontinue the use of the property and name of **Shaensha Travel and Tour Pvt. Ltd.** The < **AGENCY NAME** > may terminate this agreement by giving three months notice in writing.

18. Any dispute or difference arising under or in connection with this Agreement or with regard to any breach thereof which cannot be settled by friendly negotiation and agreement among the parties shall be finally settled in accordance with the Arbitration & conciliation Act, 1996 by one arbitrator to be appointed by **Shaensha Travel and Tour Pvt. Ltd.** in accordance therewith. The Arbitration proceedings will be in Delhi. The arbitrator's/s' decisions shall be final and binding on both parties. In case of any dispute concerning the interpretation of this agreement, the Arbitration Proceedings including the Arbitration Award, the courts in Delhi alone shall have exclusive jurisdiction.

UNDERTAKINGS BY THE < AGENCY NAME >

19. The < AGENCY NAME > will not commit any act or omit to do any act or thing whereby the name or reputation of **Shaensha Travel and Tour Pvt. Ltd.** is jeopardized or compromised in any manner whatsoever;

20. The < AGENCY NAME > will forward any application/request received by the < AGENCY NAME > for refund, reimbursement, compensation or settlement together with all relevant information and documents/papers to **Shaensha Travel and Tour Pvt. Ltd.** All decisions as to payment of any refund, reimbursement or settlement shall be made exclusively by **Shaensha Travel and Tour Pvt. Ltd.**

21. The < AGENCY NAME > shall not without the prior written authority of **Shaensha Travel and Tour Pvt. Ltd.** make or promise any refund or reimbursement on behalf of **Shaensha Travel and Tour Pvt. Ltd.**

22. The < AGENCY NAME > shall bear all bank charges relating to the refund, reimbursement or settlement as and when he is required to do so.

23. **THE COVENANT BY THE < AGENCY NAME >**

< AGENCY NAME > represents and warrants that:

It has full power and right to conduct its present business and operations and enter into, perform its duties and functions and meet its obligations and liability under this Agreement;

All information and documents given by the < AGENCY NAME > to the **Easy Trip Planners Pvt. Ltd.** in connection with this Agreement are true and accurate in all material respects are not misleading and do not omit material facts;

The < AGENCY NAME > shall ensure that none of its employees make any claims to being the employees of **Shaensha Travel and Tour Pvt. Ltd.**

< AGENCY NAME > shall inform **Shaensha Travel and Tour Pvt. Ltd.** if there are any changes in its Management

< AGENCY NAME > shall not be entitled to transfer or assign its Agency in the Agreement to any Third Party.

< AGENCY NAME > shall keep secret and confidential and shall not directly or indirectly disclose, divulge or reveal to any Third Party either during the Term of this Agreement or at any time thereafter, any information disclosed, communicated or given or gained or otherwise acquired by < AGENCY NAME > under, pursuant to or by virtue of or as a result of the implementation or performance of this Agreement and shall ensure that the same is kept secret and confidential by himself/itself and its employees at all times.

24. In the event of Force Majeure and or Vis Majeure, **Shaensha Travel and Tour Pvt. Ltd.** will not be held responsible to pay any compensation to < AGENCY NAME > for any loss, damage suffered by him/it.

25. Any part of this Agreement found by any court or other competent authority to be unenforceable shall be considered severable so as not in any way to affect the remainder of this Agreement.

26. The Parties' rights and remedies under this Agreement are cumulative and not alternative and are not exclusive of any remedies provided by law.

27. The rights of neither Party shall be prejudiced or restricted by any indulgence or forbearance extended by such Party or by any delay in exercising or failure to exercise any right and no waiver by either Party of any breach shall operate as a waiver of any other or further breach.

28. All notices and other communications under this Agreement shall be in writing and in English and either delivered by hand or sent by registered post or courier service in each case to the following address of the intended recipient (or any other address notified by it from time to time for such purpose).

29. This Agreement shall be executed in two counterparts each of which shall be deemed to be an original and each of which shall be retained by each Party.

Payment Terms & Credit Limits- As per Annexure attached.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands to this writing the day and year first hereinabove mentioned.

SIGNED BY

Mr.
Manager, Legal Affairs & Credit Control

On behalf of **Shaensha Travel and Tour**

Pvt.Ltd.On _____ 2014

SIGNED BY

Mr./Ms. _____

< Agency Name >

On _____ 2014

ANNEXURE - I

PAYMENT TERMS & CREDIT LIMITS

EASY TRIP PLANNERS PVT. LTD. will submit all bills, invoices and other debit documents for services rendered to < AGENCY NAME >

< AGENCY NAME > will ensure that all payments are made to **Shaensha Travel and Tour Pvt. Ltd.** in a decentralized manner, at a specified branch as per mutual agreement.

The process followed will be:

Detailed account summary statement for the Fortnight will be sent to < AGENCY NAME > over the mail

This will be submitted on the basis of the new payment schedule formed by IATA(BELOW MAILER)

< AGENCY NAME > will make payment within 4-5 working days after submission of the statement as above.

< AGENCY NAME > must intimate any discrepancy in the bills/invoices/documents submitted to **Shaensha Travel and Tour Pvt. Ltd.** within 3 days.

Commercial Terms

Shaensha Travel and Tour Pvt. Ltd. will pass on commission to < AGENCY NAME >

as per affiliate's commission structure for the services booked.

Payment Schedule Effective from April 2018

Month	PYMT DATE AS BELOW
1st week (1 -7)	08th Date of same month
2nd week (8-15)	16th Date of same month
3rd week (16-22)	23th Date of same month
Last week (23-31)	02 Date of next month

To Be Printed On Letterhead of the Agency

Date:

To,

Shaensha Travel and Tour Pvt. Ltd.
A-176, FATEH NAGAR, JAIL ROAD
NEW DELHI-110018

Sub: Credit facility request letter

I /we Request Shaensha Travel and Tour Pvt. Ltd.. to extend the Credit facilities on emergency situations ,when I/we needs the money for short fall where i/we are not able to deposit amount in Shaensha Travel and Tour Pvt. Ltd. Bank account due to non Banking hours under the following terms and conditions:

1. Credit amount taken from Shaensha Travel and Tour Pvt. Ltd.. will be settled within time schedule given by Shaensha Travel and Tour Pvt. Ltd.
2. Additional penalty of 2% per month can be levied, if I/we don't fulfill the condition of clause (1) above.
3. If we fail to implement the conditions of the above clauses, Shaensha Travel and Tour Pvt. Ltd.. can withdraw the credit facility after appropriate surcharge as mentioned in clause (2) and (3) and can also forfeit/withdraw/stop the services (Air Ticket , Hotel Booking , Holidays , Bus Ticket , Transfers) opted by the customer.
4. I/We will issue three blank cheque for the maximum amount likely required from Shaensha Travel and Tour Pvt. Ltd. Further, in case if I/we fail to arrange the payment within 7 days from the date of payments then we authorize company to present & encash the same.
5. We do give the assurance, that all our cheques will be honored on the due date.
6. All disputes or difference between the parties shall be subject to the jurisdiction of the Courts at Delhi.
7. We have informed our customers, that in case, we fail to make payments as above to the Principal i.e. (Shaensha Travel and Tour Pvt. Ltd.), the principal will have right to approach the passenger for recovery or stop his travel.
8. We have enclosed our profile and documents for your records.

We request you to grant us credit facility under the aforesaid terms and conditions.

Thanking you,

Yours Faithfully,

For _____
Name _____
Proprietor / Managing Partner /Managing Director _____
Travel Agency Name _____
EMT Code _____
Residential Address _____
Official Address _____
Signature _____

Credit Agreement

All Agents who require credit has to contact acc.sttdel@gmail.com

Documents Required for credit -

- a) Credit Request Letter on Agent Official Letter Head.
- b) Credit Agreement with all details on Rs.100 stamp paper.
- c) 3 Security cheque in denominations of blank amount each without any date from director and agency both.
- d) 6 month old bank statement of the same account of which cheque has been issued.
- e) Signed MOA (if in case of pvt ltd company)
- f) 6 months detailed Landline / Mobile Bills
- g) Official/ Residential Ownership Document.
- h) Credit Request letter from Business Development manager on Agent Official Letter Head.

(ON COMPANY LETTER HEAD)
Agent Specification Form

SECTION A: TRAVEL AGENCY DETAILS

TRAVEL AGENCY NAME:	
ADDRESS:	
CITY:	STATE:
PINCODE:	COUNTRY:
CONTACT PERSON NAME 1:	DESIGNATION:
MOBILE NUMBER:	EMAIL ID:
CONTACT PERSON NAME 2:	DESIGNATION:
MOBILE NUMBER:	EMAIL ID:
TELEPHONE NUMBER:	
FAX NUMBER:	
WEBSITE ADDRESS (IF ANY):	COMPANY POSSESSION: LEASE/ RENTED / OWNERSHIP
MEMBER OF IATA / IATO / TAAI / TAFI / ADTOI / ANY OTHER – PLEASE SPECIFY	NAME OF OTHER TRAVEL AGENCY CURRENTLY DEALING WITH:
MONTHLY BUSINESS VOLUME	
1. INTERNATIONAL AIR TICKETING -----	
2. DOMESTIC AIR TICKETING -----	
3. HOTEL & PACKAGES -----	

SECTION B: ACCOUNT DETAILS

BANK NAME:	
ACCOUNT NAME:	
ACCOUNT NUMBER:	
BRANCH & CITY:	
PAN NUMBER (MANDATORY): PLEASE ATTACH THE COPY OF PAN CARD	
PAN CARD IS IN COMPANY'S NAME OR INDIVIDUALS NAME:	
TIN NUMBER (OPTIONAL):	
SWIFT / RTGS / IFSC CODE:	

CONTACT DETAILS OF ACCOUNTS DEPT.

NAME:	
DESIGNATION:	
MOBILE NUMBER:	
PHONE NUMBER:	
EMAIL ID:	
FAX NUMBER:	

- 1. I/we certify that the above provided information is correct and in case of any false representations, I agree that it will lead to the discontinuance of my business dealings with Shaensha Travel & Tour Pvt Ltd, without any prior notice.**

SECTION C: BOOKING OPTIONS

Please tick ANY ONE of the following:

1. Deposit Account:

*(If Deposit Account, please fill in below details)

Amount: Rs. _____ Bank Name & Cheque#: _____ Date: _____

2. Credit Card: _____ (Bank Name) _____ (Amount) _____ (Date)

Please note: Banking Transaction Charge of 2% will be charged in case the booking is processed by Credit Card / Debit Card. In case of Net Banking the charges will be 1.2%.

SECTION D: PAYMENT OPTIONS

1. Credit amount taken from Shaensha Travel and Tour Pvt. Ltd.. will be settled within _____ working days from the date of credit given to my ID.

2. Shaensha Travel and Tour Pvt. Ltd.. can levy an upfront surcharge of 1% on the credit amount availed.

3. Additional penalty of 2% per month can be levied , If I/We don't fulfill the condition of clause (1) above.

4. If we fail to implement the conditions of the above clauses, Shaensha Travel and Tour Pvt. Ltd.. can withdraw the credit facility after appropriate surcharge as mentioned in clause (2) and (3) and can also forfeit/withdraw/stop the services (AirTicket , Hotel Booking , Holidays , Bus Ticket , Transfers) opted by the customer.

SECTION E

FOR INTERNAL USE ONLY

RECD. DATE:

PROCESSED DATE:

VERIFIED BY
(SIGN OF CONCERNED PERSON OF
ACCOUNTS DEPT.):

AGENCY ID:

For Shaensha Travel and Tour Pvt. Ltd..

For Travel Associate

Authorized Signatory
Name
Designation
Stamp

Authorized Signatory
Name
Designation
Stamp

Terms & Conditions

Shaensha Travel and Tour Pvt. Ltd.. and Travel Associate (details as per Section A) hereby agree as follows

WHEREAS:

- 1. Shaensha Travel and Tour Pvt. Ltd..** intends to appoint booking agents for extending its booking facilities through Portal;
- 2. Shaensha Travel and Tour Pvt. Ltd..** agrees to appoint Travel Associate as a booking agent for rendering travel related services on the terms and conditions hereinafter appearing.
- Travel Associate to provide **Shaensha Travel and Tour Pvt. Ltd..** with a copy of self attested PAN CARD.

A. ENGAGEMENT OF SERVICES

In accordance with the terms hereof, **Shaensha Travel and Tour Pvt. Ltd..** hereby appoints Travel Associate and Travel Associate accepts the said appointment as its booking agent, till the time either party seeks to terminate this Agreement.

B. CONSIDERATION

Subject to the performance of obligations, warranties and undertakings set forth in this Agreement, **Shaensha Travel and Tour Pvt. Ltd..** shall pay to Travel Associate the consideration calculated in accordance, at the time of processing the bookings.

C. REPRESENTATIONS AND WARRANTIES

Travel Associate hereby represents and warrants that:

- The execution and performance of this Agreement does not conflict with other agreements of **Travel Associate**
- The execution and performance of this Agreement does not conflict with any of its agreements with any third party and is within his power and authority;
- Travel Associate** has not entered into and shall not enter into any agreement or arrangement which will inhibit or restrict the exercise of its rights pursuant to this Agreement;
- Travel Associate** shall not, in any interview, use derogatory language/remarks, directly or indirectly against **Shaensha Travel and Tour Pvt. Ltd..** and its product "Portal". This obligation/s shall survive even after termination of this Agreement.
- Travel Associate shall render services as an agent of **Shaensha Travel and Tour Pvt. Ltd..** on best endeavor basis and in a professional and diligent manner and with due compliance with all applicable laws.

D. OBLIGATIONS OF PARTIES

- Travel Associate** shall at all times during the continuance of this Agreement, obey and observe all reasonable directions and instructions which may be given by **Shaensha Travel and Tour Pvt. Ltd..** concerning the conduct of business as agreed under this Agreement.
- Shaensha Travel and Tour Pvt. Ltd..** shall provide a login id to Travel Associate for doing online business, i.e. for the booking of Air Tickets - Domestic & International, Hotels - Domestic & International. Travel Associate understands and agrees that the login id will be activated only after execution of this Agreement. If **Travel Associate** has any Urgent Bookings before the activation of the account then **Travel Associate** may contact Account Manager and can alternatively call in our call centre.
- Travel Associate** shall pay to **Shaensha Travel and Tour Pvt. Ltd..** the consideration value of bookings / transactions made on the **Shaensha Travel and Tour Pvt. Ltd..** website either through TRAVEL ASSOCIATE's credit card / net banking / debit card or by making adjustment against Security Deposit as maintained with **Shaensha Travel and Tour Pvt. Ltd..** - this may be done in accordance with the details mentioned in the attachment hereto marked as Section C or in such manner as may be reasonably agreed by the Parties.
- Travel Associate** shall be responsible to its customers and **Shaensha Travel and Tour Pvt. Ltd..** will not be responsible or liable for the acts of Travel Associate or for any due payable by **Travel Associate** to any other party.

- e) **Travel Associate** agrees that there can be exceptional circumstances here the service operators like the airlines, hotels, the respective transportation providers or concerns may be unable to honor the confirmed bookings due to various reasons like climatic conditions, labor unrest, insolvency, business exigencies, government decisions, operational and technical issues, route and flight cancellations etc. If **Shaensha Travel and Tour Pvt. Ltd..** is informed in advance of such situations where dishonor of bookings may happen, it will make its best efforts to provide similar alternative to Travel Associate or refund the booking amount, if supported and refunded by that respective service operators. Travel Associate agrees that **Shaensha Travel and Tour Pvt. Ltd..** shall not be responsible for any such circumstances and shall not be liable for any refund to Travel Associate.
- f) **Travel Associate** will issue a security cheque for the maximum amount likely required from **Shaensha Travel and Tour Pvt. Ltd..** Further, in case if Travel Associate fails to arrange the payment within 7 days from the date of credit availed then we authorize company to present & encash the same.
- g) **Travel Associate** has to give the assurance, that all the issued cheques will be honored on the due date

E. CONFIDENTIALITY

- a) Any information which is specifically mentioned as confidential by **Shaensha Travel and Tour Pvt. Ltd..** shall be maintained confidentially by Travel Associate and shall not be disclosed unless as required by law.
- b) Travel Associate has informed its customers, that in case, he fails to make the payment as above to the Principal i.e. (**Shaensha Travel and Tour Pvt. Ltd..**), the principal will have right to approach the passenger for recovery or stop his travel. F. INTELLECTUAL PROPERTY Travel Associate acknowledge and agree that **Shaensha Travel and Tour Pvt. Ltd..** is the absolute owners of all right, title and interest in its respective trademarks, trade name, logo and visual representation marks and Travel Associate shall not acquire any interest in any such trade names or copyright by virtue of this Agreement. Both Parties shall at all times, render necessary assistance to restrain the infringement or colorable imitation of any such trade descriptions, trade names, or trademarks.

F. INTELLECTUAL PROPERTY

Travel Associate acknowledge and agree that **Shaensha Travel and Tour Pvt. Ltd..** is the absolute owners of all right, title and interest in its respective trademarks, trade name, logo and visual representation marks and Travel Associate shall not acquire any interest in any such trade names or copyright by virtue of this Agreement. Both Parties shall at all times, render necessary assistance to restrain the infringement or colorable imitation of any such trade descriptions, trade names, or trademarks.

G. INDEMNITIES

Travel Associate hereby undertakes to indemnify and keep fully indemnified, at all times, **Shaensha Travel and Tour Pvt. Ltd..** its assignees, licensees, officers, employees, or agents, from and against all actions, proceedings, claims, demands, costs including legal costs, awards, damages arising directly or indirectly as a result of:

- a) Any breach, alleged breach or non-performance by **Travel Associate** of any of the undertakings, representations, warranties or obligations under this Agreement;
- b) Any third party claims that may arise due to the infringement, impairment or dilution of the rights of such party by **Travel Associate**.

H. TERM AND TERMINATION

If **Travel Associate** commits a breach of the terms of this Agreement and fails to remedy the same within a period 7 (Seven) days of receipt of a written notice in that regard from **Shaensha Travel and Tour Pvt. Ltd..**, then **Shaensha Travel and Tour Pvt. Ltd..** shall be entitled to terminate this Agreement forthwith at the expiry of the said period of 7 (Seven) days. If **Travel Associate** commits a breach hereof which in the reasonable opinion of **Shaensha Travel and Tour Pvt. Ltd..** is a "serious"

breach, then **Shaensha Travel and Tour Pvt. Ltd..** may forthwith and without any prior notice at all, terminate this Agreement upon written intimation to Travel

Associate. However, either party can terminate the Agreement by giving a notice of 90 days. The notice can be communicated by Email.

I. ARBITRATION

The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they shall, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion failing which, by arbitration.

J. Waiver of Rights

Travel Associate agrees that the consideration contemplated in this Agreement is adequate/ sufficient and **Shaensha Travel and Tour Pvt. Ltd..** will not be required to pay any amount other than what is contemplated above. Travel Associate expressly waives any rights which can be exercised by virtue of membership with any association or guild such as payment of any fees etc. Further Travel Associate shall not approach any association for the settlement of disputes arising out of this Agreement other than by arbitration as contemplated herein.

K. Entire Agreement

This Agreement, together with all documents executed contemporaneously with it or referred to in it, constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior engagement and understandings whether oral or written with respect to such subject matter and no variation of this engagement shall be effective unless reduced to writing and signed by or on behalf of a duly authorized representative of each of the Parties.

L. Consent to Execute Documents

Travel Associate hereby agrees and confirms that Travel Associate agrees to **Shaensha Travel and Tour Pvt. Ltd.'s** standard "Terms of Use" as set out at www.shaenshatravel.com/terms/ and the same are incorporated herein by reference.

For Shaensha Travel and Tour Pvt. Ltd..

For Travel Associate

Authorized Signatory

Name

Designation

Stamp

Authorized Signatory

Name

Designation

Stamp