

**PARTNER AGREEMENT**

This AGREEMENT is made on 15th day of November, 2021 BETWEEN -

Connecting Dot Private Limited ([www.tripmegamart.com](http://www.tripmegamart.com)), 3<sup>rd</sup> Floor, Basant Kunj, Karbala Road, Bank More, Dhanbad, Jharkhand. Pin- 826001 (Hereinafter referred to as “**First Party**”)

AND

<https://oholidays.co.in/> OHOLIDAYS LLP, Door No: 31-8-735 WARD NO 6 ARUNDELPET 8/1, Ward-6Village, Guntur Mandal, Guntur District, Pin code - 522002. (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 distinctive 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 operate a 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 terms of this agreement is valid for lifetime. The maintenance cost is 20% of the Registration Cost need to be paid every year. Failing to pay the maintenance cost will lead to the expiry of your portal.

The maintenance cost has to be paid 30 days prior to the expiry date.

The SECOND PARTY has paid a **NON REFUNDABLE** amount of Rs.47, 000/- for Flight, Hotel, Bus and Android web application.

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 so as to include the incentive and increased percentage of share of the SECOND PARTY depending upon its growth of the business.

Either party shall have the right to terminate this agreement, upon providing written notice of their intention of termination at least One month prior to termination without bearing any liability so assigning any reason whatsoever.

2. **CONSIDERATION:**

In consideration of FIRST PARTY granting to the SECOND PARTY a nonexclusive 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 BUISNESS:**

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:-

- 3.1. 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;
- 3.2. The SECOND PARTY shall sell all approved items pursuant to a list approved.

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, which trademark is owned by “FIRST PARTY”

**5. SALE, ASSIGNMENT, TRANSFER:**

The SECOND PARTY shall not sell, assign or transfer this grant and/or the rights and interest under this Agreement.

**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 and such breach shall continue for a period of ten (10) days after written notice thereof has been given to the SECOND PARTY.

**7. JURISDICTION OF THE COURTS:**

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.

**8. FEATURES & BENEFITS IN THE PARTNERSHIP:**

- 8.1. A website of SECOND PARTY choice own domain name (oholidays.co.in) with admin control.
- 8.2. Access of Connecting Dot Private Limited (oholidays.co.in) inventory of Flight, Hotel, Bus and Android web application on SECOND PARTY's website.
- 8.3. SECOND PARTY will have their own Payment Gateway facility in their website to accept online payments through Credit Card, Debit Card.
- 8.4. SECOND PARTY can book tickets from the inventories they have taken from FIRST PARTY either Online/Offline as per their wish.
- 8.5. The offline as well as online bookings depend upon the available credit money deposited by SECOND PARTY with FIRST PARTY in SECOND PARTY's Reserve Account (Virtual Balance).
- 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 exhaust the balance 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 published 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 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 the particular domain name (oholidays.co.in) which is mentioned in this agreement.
- 9.4. If the agreement is not signed and stamped and sent to FIRST PARTY by the SECOND PARTY, then the agreement will not be valid. The second party is advised to print out the agreement and sign and stamp it and then send the scan copy of the signed and stamped agreement to us on email. 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. We are 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 total price of the portal paid.
- 9.7. The Bank Account/Debit Card/Credit Card used for transferring offline deposits both using online bank transfer and while using payment gateway to recharge the account must belong to OHOLIDAYS LLP. In particular, the Bank Account/Debit Card/Credit Card should not belong to a customer, passenger or any third party apart from OHOLIDAYS LLP, if it is found that the recharge amount 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. Anytime in the agreement term, no ticket is booked for a period of 30 days then the bookings will be disabled. The second party has to contact the support team to get the services resumed.

10. **THE INCENTIVE STRUCTURE ON CONFIRM BOOKING:**

- 10.1. 

Flight	NET FARE
Hotel	8%
Bus	8%
- 10.2. There is a provision to pay for pre-paid wallet either through PayU or any methods, all bank charges, exchange charges and transaction charges will be borne by OHOLIDAYS LLP.

11. **FEES/ CHARGES:**

One Time **NON REFUNDABLE** Registration Charge for 1 year is Rs.47, 000/- for Flight, Hotel, Bus and Android web application.

12. **MAINTENANCE COST:**

The **SECOND PARTY** needs to pay 20% of the Registration Cost with applicable taxes after one year of the Plan Chosen on yearly basis i.e. every year.

13. **AIR TICKET 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 airline policy, airline fees and our service charges.  
We are not liable to declare any other information to partner other than gross price of service taken.  
If you 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 made available are provided by third party suppliers (Airlines etc). We do not hold responsibility for any issue about services provided by third party providers. Please check third party service details & rules before booking any air ticket from us.  
We do not disclose all information related to an air ticket before purchase due to operational constraints. We reserve the right to change any policy without prior notice.

Connecting Dot Private Limited ([www.tripmegamart.com](http://www.tripmegamart.com)) is not at all liable to provide WHITELABEL PARTNER 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.

SIGNED, SEALED AND DELIVERED

For  
FIRST PARTY

For  
SECOND PARTY



(Authorized Signatory)

(Authorized Signatory)

IN PRESENCE OF

IN PRESENCE OF

1.



2.

