

MARKETPLACE AGREEMENT

This Marketplace Agreement ("Agreement") is made on today ("Effective Date"), with Tripmamu Private Limited with its office at **51/H, Garcha Road, Kolkata: 700019** (hereinafter referred to as "Tripmamu", which term shall mean and include its successors and assigns) of the One Part;

1. Engagement

1.1 Subject to the terms and conditions set forth in this Agreement, Tripmamu and the Seller hereby agree to enter into this engagement wherein **Tripmamu shall display, through Tripmamu Platform or through a Strategic Alliance Partner's Platform, the Sellers business Establishment, its Tours & Discounts.** Tripmamu and the Seller may, from time to time, mutually agree on the Tours, Prices of such Tours & Discounts.

1.2 All Tours are made available on Tripmamu Platform or Strategic Partner's Platform. The website's or Mobile Application's users i.e. customers intending to buy Seller's Tour-Packages shall purchase such Tours online on Tripmamu.com or through its strategic Alliance Platform(s).

2. Tour Details

The Tour at the Sellers Establishment (as accepted between Tripmamu and the Seller to be displayed/ promoted/advertised on Tripmamu's Platform for the Users to avail) is as set out below. The Tour may be expanded to more items or amended or replaced by mutual agreement between the Parties from time to time

3. Marketplace Fees payable by the Seller to Tripmamu

Consideration payable to Tripmamu by way of commission on a Tour (out of the amount collected from a User for such Tour), shall be as set out below and may be amended / replaced by mutual agreement of the Parties from time to time. Nature of Business Fees as Percentage (%) of Gross Amount (exclusive of any Taxes) collected from the customer.

TERMS AND CONDITIONS OF MARKETPLACE AGREEMENT

5. Definitions

For purposes of this Agreement, the following terms shall have the meanings and definitions set forth below

5.1 "Tour or Trips" shall mean and include all kind of listing made available at any time by the Seller on Tripmamu Platform. In case a Tour is created by Seller using Tripmamu Platform it shall deemed to be created and approved by Seller upon successful verification by Tripmamu. In case a Tour is created by Tripmamu then it shall deemed to be approved by Seller upon successful verification made by Seller electronically on Tripmamu Platform.

5.2 "Establishment or Establishments" shall mean and include but not limited to all kind of hotel / service apartment / guest house, spa, saloon , Tour agency , tour operator, food outlets / restaurants / cafes, hotel / service apartment / guest house, spa, saloon, wellness-centre, cinema / theatre and business or services organization in any business or services.

5.3 "Payment Gateway" shall mean and refer to the provider of payment gateway solution including e-wallet services (approved by the Reserve Bank of India) with whom / which Tripmamu may engage for enabling the collection of money from the User and transfer to the Seller and Tripmamu.

5.4 "Users or Customer" shall mean and refer to the Users of Tripmamu Platform that intend to avail the promotional Tour made available on Tripmamu Platform or Strategic Partner's Platform for services/consumables available at the Sellers Establishment.

5.5 "Tripmamu Platform" shall mean and refer to the software Platform developed and operated by Tripmamu through which its

(1) Users can avail certain Tours for holiday at the mentioned place from the Sellers Establishment.

(2) Seller can view, create, manage and approve the Tours for its Establishment electronically.

5.6 "Strategic Partner" shall mean and refer to a third party with which Tripmamu may enter into a strategic alliance for displaying/promoting/advertising Seller-Establishment's Tours on Strategic Partner's Platform.

5.7 "Strategic Partners Platform" shall mean and refer to software, Platform or mobile Platform, which display / promote Tours of Establishment operated by Strategic Alliance Partner.

6. Payment

6.1 All amounts payable to the Seller shall be post delivery of product / services by the Sellers, bi-weekly, weekly or fortnightly, for which Tours were purchased and submitted to the User. The payment shall be made to the Seller upon verification of the same by Tripmamu and confirmation issued in that regard to the Payment Gateway.

6.2 The Payment Gateway, engaged by the Tripmamu shall be responsible for collecting the amounts from the Users and settling such amounts to the Seller. Out of the amount collected from User by the Payment Gateway, Tripmamu shall deduct and pay to Seller, the marketplace fees receivable by Tripmamu as per the commercial terms agreed with the Seller.

6.3 This engagement shall not be construed as Tripmamu being engaged / involved in the payment and settlement process or in any retail or related activities. This engagement is solely for Tripmamu to provide a market place facility for the Seller to advertise / promote Tours and Offers for its Establishment.

7. Rights & Responsibilities of Tripmamu

7.1 Tripmamu shall be responsible for operating the Tripmamu Platform including offering all necessary customer support in that regard to the

Users and shall make best efforts to ensure smooth and proper functioning of the Tripmamu Platform at all times. However, Tripmamu does not provide any assurance or warranty pertaining to uptime, downtime or any technical failures with respect to the Tripmamu Platform or the Strategic Partner's Platform and the Seller shall cooperate during such occurrences.

7.2 Tripmamu shall be responsible for generating the unique code in respect of Tour being purchased by the User to be used at the Sellers business Establishment. Tripmamu shall ensure to provide appropriate technology to the Seller to ensure proper verification of the unique code and authenticity of it submitted by a User.

8. Rights & Responsibilities of Seller

8.1 The Seller shall adhere to terms of use provided by such Payment Gateway without raising any disputes or objections in that regard.

8.2 The Seller shall adhere to the terms of use and the technology/infrastructure provided by Tripmamu for back-end verification of the coupon containing the unique code. In the event of any failure or default with respect to the same or any services or products rendered by Seller without carrying out proper verification, Tripmamu or the Payment Gateway shall not be liable or obligated to reimburse / indemnify the cost of such relevant Tour Sales. In the event of any dispute with respect to authenticity, applicability consumption or Cancellation or expiry of any Tour, the Parties shall make best efforts to resolve such dispute within 15 (fifteen) days. Until such time the payment for the same shall be withheld by the Payment Gateway.

8.3 Any Tours for the Sellers Establishment prepared by Tripmamu, which once accepted by the Seller, by way of approval given by Seller electronically on Tripmamu Platform, and displayed/advertised on the Tripmamu Platform or Strategic Partner's Platform cannot be cancelled/annulled or refused by the Seller.

8.4 The Seller shall not raise any objections with respect to mariner of portrayal, use of copyright or trademark of the Seller for offering Tours for the Sellers Establishment. For such purpose and to that limited extent, it shall be deemed that the Seller has licensed to Tripmamu and the Strategic Partner of Tripmamu, the right to use the trademark, copyright and such other Intellectual Property of the Seller for such advertising and promotion purposes. In the event of any objection, the Seller shall provide notice with reasons for the objections. Tripmamu shall make best efforts to amend the manner of use or portrayal to avoid the objections. However, if Tripmamu determines that any objection raised or amendment required by Seller is not reasonable or commercially feasible, then Tripmamu may intimate the same and if the Seller continues to raise objections, then Tripmamu shall have the right to terminate this Agreement and business arrangement immediately.

9. Ownership of Intellectual Property

9.1 Tripmamu shall at all times be the sole and beneficial owner with respect to the technology, know-how and infrastructure pertaining to the Tripmamu Platform. This Agreement shall not be construed to be a license of the platform or technology pertaining to the Tripmamu Platform and shall be construed to be a mere right for the Seller to advertise and promote its business Establishment on the Tripmamu Platform through promotional offers and discounts. Any content or unique offers developed by Tripmamu specifically for promotion on the Tripmamu Platform shall be the intellectual property of Tripmamu only and the Seller shall not be entitled to use the same or devise any deceptively similar content in future.

9.2 The Seller shall be the sole and beneficial owner with respect to the trademark and copyright of the Seller and informed to Tripmamu in advance. Tripmamu shall not be entitled to continue to use the same in any manner post termination of this Agreement.

10. Indemnification & Limitation of Liability

10.1 Sellers Indemnification. The Seller shall defend, indemnify and hold Tripmamu, its officers, directors, employees, and agents harmless against any and all claims, demands, suits, proceedings, Losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from (a) any breach by the Sellers obligations under this Agreement, or (b) any dishonest, fraudulent or grossly negligent acts resulting in loss to Tripmamu or (c) any claims raised by Users with respect to the quality of products and/or services consumed by Users resulting in loss or liabilities to Tripmamu or (d) failure by Seller to honour / permit the consumption of any valid Tours purchased on Tripmamu Platform or Strategic Partner Platform by the Users (for consumption of the Sellers services and/or products) resulting in any charge-back, pay-back or loss to Tripmamu.

10.2 Tripmamu 's Indemnification. Tripmamu shall defend, indemnify and hold the Seller, its officers, directors, and employees harmless against any and all claims made or incurred by the Seller due to breach of the representations, warranties and terms of this Agreement by Tripmamu. This indemnification shall not extend to any consequential damages including but not limited to loss of profits and loss of reputation.

10.3 The indemnification obligations contained in this Clause 10 shall survive the expiration or termination of this Agreement for any reason whatsoever.

10.4 Representations and Warranties.

i) Both Parties represent and warrant that each has the authority to execute this Agreement and perform their respective obligations contained herein;

ii) Tripmamu represents and warrants that it has the necessary rights, title and ownership to the technology for launch and operation of the Tripmamu Platform;

iii) The Seller represents and warrants that it has the rights and entitlement to offer the promotional offers and benefits through Tour on Tripmamu Platform for consumption by the Users.

10.5 Limitation of Liability. All liabilities on Tripmamu under this Agreement/arrangement shall be limited to the value of the Tour and the amount receivable by the Seller

11. Term and Termination

11.1 Terms: The term of this Agreement shall commence on the Effective Date and shall continue until terminated by any of the Parties.

11.2 Termination: Either parties may terminate this Agreement even without assigning any reasons by providing a notice of 30 (thirty) days in writing, signed by its authorized representative. In the event of breach committed by Seller remaining uncured beyond 15 days of such breach being brought to Sellers notice, Tripmamu may terminate this Agreement immediately upon giving written notice of termination. Termination by Tripmamu shall not adversely affect or impair Tripmamu's right to pursue any legal remedy, including the right to recover damages for all harm suffered as a result of the Sellers breach or default.

12. Assignment

The Seller shall not have the right or power to assign any of its rights, or delegate the performance of any of its duties, under this Agreement without the prior written authorization of Tripmamu. Tripmamu shall have the right to assign the rights and obligations under this Agreement to any other third party, subject to ensuring that such third party executes a deed of adherence agreeing to be bound by all the obligations under this Agreement.

13. General Provisions

13.1 "Confidential Information" shall mean and include any and all data and information not in the public domain, including technical, marketing and any other know-how and trade secrets, relating to business,



personnel or affairs of the Party. Confidential information may be communicated orally, visually, in writing or in any other recorded or tangible form. Each party agrees that all confidential information of the other party shall be held in strict confidence and shall not be disclosed without express written consent of the other party. The obligations of confidentiality shall not apply in the event the receiving party is required to disclose the confidential information pursuant to order of a competent court, or any other government or regulatory authority or where such confidential information is in public domain or is already known to the receiving party and declared in advance.

13.2 No Waiver: The failure of either Party to assert any of its rights under this Agreement shall not be deemed to constitute a waiver by that Party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

13.3 Entire Agreement: This Agreement, including the attached Exhibits embodies the entire agreement between Tripmamu and the Seller respecting this arrangement and supersedes all prior agreements, understandings and communications, whether written or oral, between the Parties with respect to the subject matter hereof. No modification or

amendment of the Agreement shall be effective unless in writing and executed by a duly authorized representative of each Party.

13.4 Notices: All notices, reports, invoices and other communications between the Parties shall be in writing and sent by facsimile, by email, by registered or certified mail, return receipt requested and postage prepaid, or by overnight courier.

13.5 Governing Law: This Agreement and any disputes arising out of or in connection with this Agreement and/or any ensuing sales agreement shall be governed by and construed in accordance with the laws of India and the courts in Kolkata shall have jurisdiction.

13.6 Dispute Resolution: All disputes under this Agreement shall be resolved amicably failing which they shall be referred to arbitration to be decided by a sole arbitrator in accordance with the rules of Arbitration & Conciliation Act, 1996 as amended and applicable from time to time the venue of arbitration shall be Kolkata. All arbitration proceedings shall be in English. The award shall be final and binding on the Parties. The parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

Important Pointers:

1. That, Tripmamu.com will publish the Intended Travel Company's Package Tours for their respective Selling Purpose.
2. That, The Tour Company (Seller) will sell their Packages directly through Tripmamu.com's portal.
3. That, the Seller will indemnify Tripmamu Private Limited from any Legal Claims which may arise between the Customer and the Seller in due course of time for selling Tour Packages.
4. That, Tripmamu.com will hold the Transaction Money in e-Wallet, if the Customer wants to utilize Tripmamu.com e Wallet Service. This money will be released to the Seller on Customer's instruction.
5. That Tripmamu.com will provide for Zero Interest Holiday Loan to the Customer, if the Customer wants. This will be given to Salaried Personnel with good Credit-Score.
6. That, the Seller will be given a Seller's Dash-Board through which they will be given access to Lead Management System & All Qualified Leads provided by Tripmamu to the respective Seller will be listed here.
7. Tripmamu will charge **05.00 % on the Gross Value** of the Holiday Package sold by the Seller on the Qualified Leads provided by Tripmamu Private Limited's Sales Office.
8. Gross Value is defined as Price for Tour Package only.