

RESELLER AGREEMENT

This Reseller Agreement ("AGREEMENT") IS DATED AS OF 22 NOV 2013,(THE "EFFECTIVE DATE")

Direct Hotels Pvt. Ltd., a Company incorporated under the Laws of India and having its Corporate Office at 301, 3RD Floor, Ansal Classique Tower, J-Block, Rajouri Garden, New Delhi, India through its authorized signatory Mr. Pradeep Sudhakaran or Mrs. Deblina Dey (hereinafter collectively referred as "**EGLOBE**") which expression shall unless it be repugnant to the context or meaning hereof include the executor(s), administrators, heirs, legal representatives, successors and permitted assigns (as the case may be) being the Party of the **FIRST PART**.

AND

_____, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "**Reseller**") which expression shall unless it be repugnant to the context or meaning hereof include the executor(s), administrators, heirs, legal representatives, successors and permitted assigns (as the case may be) being the Party of the **OTHER PART**.

AND WHEREAS

EGLOBE is a provider of online hotel booking engine and payment processing services. Reseller desires to sell the Product offered by EGLOBE to its various Clients on the terms and conditions as more specifically mentioned herein in this Agreement. Therefore, for good and valuable consideration that each party acknowledges receiving, EGLOBE and the Reseller agree as follows:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS

The following definitions apply to the terms set out below when used in this Agreement.

- a. "Client(s)" means the companies/hotels/firms or any other prospective buyer, engaged in the business of Hotel Reservation System interested in the Products so offered by EGLOBE in the Territory;
- b. "Product" means Hotel Reservation System offered by EGLOBE, which is more specifically defined in Annexure A;
- c. "Territory" means India; and
- d. "Transaction Discount Rate" or "TDR" means the rates as specified in Annexure B

2. APPOINTMENT:

EGLOBE hereby appoints Reseller as non exclusive reseller of the EGLOBE Services with a non-transferable right to promote, promote, market and solicit orders for the EGLOBE Services in the Territory from the individual and legal entities desirous of utilizing the Products in order to accept payment through the internet from their customers. Reseller shall identify prospective Clients and will obtain all information and documentation reasonably required EGLOBE. Reseller acknowledges that all Clients are to be approved by EGLOBE in its sole discretion and Clients will be able to utilize the EGLOBE Services effective only upon such approval.

3. TERM:

This Agreement commences on the Effective Date i.e 22 Nov 2013 and its initial term is for 3 years (the "Term") and shall be renewed for a period for 2 years at the end of the Terms, unless either party gives a notice of intention not to renew one month prior to the end of the Term.

4. RESPONSIBILITIES OF THE RESELLER.

- a. Within the Territory, the Reseller shall be responsible for selling the Product to its various Clients.
- b. The Reseller shall carry on the business of selling the Product in the Territory for and on the behalf of EGLOBE and only in accordance with the terms of this Agreement, the Payments (as set out in Annexure B) and any other instructions as may be issued by EGLOBE from time to time.
- c. The Reseller may grant discount to the Clients with respect to the sale of the Product, provided that such discount shall be deducted from the Reseller's share of consideration (as stated in Annexure B). However, if EGLOBE decides to the gives discounts to the Client, then it shall be deducted from EGLOBE share of consideration.
- d. All charges/expenses to be incurred in handling the sale of the Product by the Reseller in the Territory shall be borne by the Reseller alone.
- e. The Reseller shall sell the Product as per the requirements of EGLOBE in terms of this Agreement and shall observe due care and maintain high quality as per industry standards in performing its obligations in this Agreement.
- f. The Reseller shall ensure that any information pertaining to the Client, so supplied by the Reseller to EGLOBE shall to the best of Reseller's knowledge, be accurate and EGLOBE shall rely on that information in on-boarding the Client.

5. "Intellectual Property Rights" shall mean all forms of intellectual property rights and protections that may be obtained for, or may pertain to, Products, Confidential Information, applications, Systems, Software, Documentation, Marks of the parties and may include without limitation:

- (i) All right, title and interest in and to all patents and all filed, pending, or potential applications for patents, including any reissue, re-examination, division, continuation or continuation-in-part applications throughout the world now or hereafter filed;

- (ii) All right, title and interest in and to all trade secrets and all trade secret rights and equivalent rights arising under the common law, state law of the **India**, and laws of foreign countries;
- (iii) All right, title and interest in and to all mask works, copyrights, other literary property or author's rights, including Source Code, whether or not protected by copyright or as a mask work, and
- (iv) All right, title and interest in and to all proprietary indicia and designations of origin, trademarks, trade names, trade dress, service marks, service names, symbols, logos and/or brand names.

6. FEES AND PAYMENTS:

Each party will be responsible and liable to collect the Fees and Payments such as Setup fees from their respective approaching merchant & EGLOBE shall collect TDR and AMC and other charges from the merchants same shall be remit to each other as herein agreed in the **annexure "B"** as annexed herewith. The Invoice will be raised by the respective parties for the services provided to each other and the payments will be settled on the monthly basis after deducting the taxes surcharges and other agreed charges.

7. TRADEMARK:

None of the Parties' brand name or trademark or logo or copyright marks can be used in any marketing activity without the other Party's specific written approval for such activity either through a formal written communication or mail or facsimile service. In case, either Party approves the use of its brand name or trademark or logo or copyright marks, the other Party shall always forward all such marketing material that directly or indirectly links to the first Party's brand name or trademark or logo or copyright marks for approval. In cases, where either Party doesn't approve the proposal to use brand name or trademark, marketing activity cannot be implemented by the other party with the use of the first Party's brand name/ trademark/ logo/ copyright marks etc.

8. MARKETING:

Parties would provide marketing and advertising and any other below the line support as mutually agreed between the parties to help aggressively promote its respectively products & services. Any marketing campaign specifically targeted on Services by parties will be agreed in advance between the parties and the cost of such marketing campaign shall be born by such party as mutually agreed between the parties at the time of such campaign. Both parties shall be bound by the terms and conditions governing the usage of Brand name Policies and Guidelines of the other party. The Brand name of EGlobe shall be used, if required, strictly for the purpose contemplated in the scope of this Understanding.

9. CONFIDENTIALITY:

- a) Both Parties shall keep all information of confidential nature received from the other Party in whatever form as strictly confidential and shall not disclose it to third Parties without the prior written consent of the other Party during the term of this Agreement and for a period of three (3) years thereafter. Both Parties undertake (i) not to use the other Party's Confidential Information except solely for the purposes contemplated in this Understanding or is required in the normal course of business; (ii) to protect such Confidential Information, whether in storage or in use, with the same degree of care as the Party normally uses to protect its own Confidential Information and proprietary information against public disclosure, but in no case with any less degree than reasonable care; (iii) not to disclose Confidential Information to any of the Party's personnel other than those for whom such knowledge is essential for the purposes contemplated in this Understanding or for their normal course of business, and such disclosure to them shall be made only on conditions of strict confidentiality.

10. EXCLUSIONS OF DAMAGES, LIABILITY & INDEMNITY.

IN NO EVENT WILL PARTIES SHALL BE LIABLE TO EACH OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY FORM OR THEORY OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, EQUITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, OVERHEAD, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. PARTIES LIABILITY WILL BE LIMITED TO THE WARRANTIES AND OBLIGATION HEREIN CONFIRMED AND IN THE EVENT EACH PARTY SHALL WILL HAVE THE RIGHT TO WITHHOLD ANY PAYMENTS DUE TO EACH OTHER.

Both parties agrees to indemnify and hold harmless, the other of them from and against any and all losses, liabilities, claims, damages, demands, suits actions, proceedings, costs and expenses, taxes, reasonable legal fees in connection therewith, in respect of its gross negligence or wilful misconduct of any of the terms under these presents.

11. VALIDITY, TERMINATION & EFFECT OF TERMINATION:

- a) This Agreement is valid for three years from the date of signing and will be renewed for a Period of Two Years at the end of the validity automatically.
- b) Either Party shall have the right to terminate this Agreement with 30 days notice period without being liable to assign any reason for the same. However, either Party can terminate this Agreement with immediate effect, if:

- i. the other Party fails to perform any material obligations under this Agreement, and such failure continues un-remedied for a period of 15 days following receipt of written notice of such failure, or
 - ii. Should the other Party enter into liquidation proceedings, either voluntary or compulsory, or become insolvent, or becomes a case for BIFR or if execution be levied on any goods and effects of the other Party or the other Party should enter into receivership or bankruptcy.
- c) Upon termination of this Agreement for any reason, each Party shall immediately cease to use all trademarks or trade names of other Party and shall return to other Party all printed matters or any other material displaying trademark or trade name.
- d) All sums due or accruing due or payable to EGLOBE from Reseller shall become due and payable immediately. In such an event, any dues receivable or payable by either party shall be settled immediately within 15 days from the termination of the Agreement.

In addition to the above, Both Parties agree that they will not, after the termination of this Agreement, for any reason whatsoever use, re-use or disclose, either directly or indirectly to any person or other company any knowledge or information which either Party may have acquired during the course of or incidental to this Agreement from the other Party which were provided under this Agreement concerning each other's services, affairs of or properties of Parties, its associates or subsidiary companies may be or may have been concerned or interested in.

12. FORCE MAJEURE:

- a) The Parties should be relieved from liability for a failure to perform any obligation under this Agreement during such period and to the extent that the due performance thereof by either Party is prevented by or due to any cause beyond their reasonable control including but not limited to strikes, wars, revolutions, fires, floods, severe storms, explosions, earthquakes, government regulations, material shortages or acts or omissions of carriers.
- b) Each Party agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- c) If default due to an event of Force Majeure continues for more than (One) month, then the Party not in default shall be entitled to forthwith terminate this Agreement. Neither Party shall have any liability to the other except for any pending payment liability by Either Party to the other after settlement of its dues in respect of the termination of these Understandings as a result of an event of Force Majeure.

13. AMENDMENTS:

No modification to this Agreement shall be binding, unless made in writing and duly signed by a duly authorized representative of each Party.

14. GOVERNING LAW:

This Agreement shall be construed, interpreted and governed by the laws of India and the Courts at New Delhi shall have exclusive jurisdiction.

15. ARBITRATION

- a) Any dispute, controversy or claims arising out of or in relation to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- b) The arbitral tribunal shall be composed of three arbitrators, one arbitrator to be appointed by each party and a third arbitrator to be appointed by such arbitrators.
- c) The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made, in Mumbai.
- d) The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- e) The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties, and the provisions of the Arbitration and Conciliation Act, 1996 shall apply.

16. MISCELLANEOUS

- a) None of the parties shall assign or otherwise transfer this Agreement or any interest or right hereunder or delegate the performance of any of its obligations hereunder to any third party without the prior written consent of the other party.
- b) The waiver by either party of a breach or default of any of the terms and conditions of this Agreement by the other party shall not affect limit or preclude such party's right thereafter to enforce or compel strict performance of every term and condition hereof nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- c) If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable or void, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes, tenor and effect of this Agreement.
- d) The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for all its expenses, including court costs and all legal costs on an indemnity basis.

- e) Except as otherwise provided above, EGLOBE and Reseller shall bear their own expenses and legal fees incurred on their behalf with respect to this Agreement and the transactions contemplated hereby.
- f) This Agreement be entered into in two number of original copies and each party shall retain one copy of each, each of which when so executed and delivered by both parties shall be deemed an original.
- g) This Agreement and the Annexure comprise the final understanding of the parties relating to the subject matter hereof and cancels all prior discussion or agreements, whether written or oral, between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless it is in writing & signed by the parties.

IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Understanding on the day, month and year first hereinabove mentioned

For and on behalf of

For and on behalf of

DIRECT HOTELS PVT LTD

Reseller Company Name

Signed

Signed

By
Designation: Director

By
Designation: Director

Witness:

1. _____

1. _____

Signature

Signature

Name :

Name :

Annexure : A

PRODUCT: The product shall mean the Online Hotel Booking Software and payment gateway processing system offered by EGLOBE

The process of work flow shall be as mentioned herein below

1. The Reseller shall refer the client to EGLOBE for the purpose of Online Hotel Booking Software with payment gateway processing services.
2. There shall be a legal agreement between Client & EGLOBE regarding the product.
3. Client shall have to follow on-boarding process as defined by EGLOBE with complete documentation as required and communicated to the client by EGOBE.
4. The EGOBE Product will involve integration with client's website for the purpose of accepting electronic payment via EGLOBE product.
5. EGLOBE will be responsible for making payments to clients for transactions routed through EGLOBE product as per Terms and conditions mentioned in the Agreement between EGLOBE and the Client

Annexure: B

The Commercials For various packages is as below. Service Taxes Extra

Reseller Plan Name	One Time Set Up Fee	Reseller Commission on Set Up Fee	TDR charged from Hotel	TDR Commission for Reseller	Annual Maintenance Charge	Payment Type
Starter's	Nil	Nil	10%	6%	Nil	Partial Payment
Starter's	Nil	Nil	9%	5%	Nil	Partial Payment
Starter's	Nil	Nil	8%	4%	Nil	Partial Payment
Starter's	Nil	Nil	7%	3%	Nil	Partial Payment
Starter's	Nil	Nil	6%	2%	Nil	Partial Payment
Starter Plan Partial	Rs.8000/-	Rs.5000/-	5%	1%	Nil	Partial Payment
Standard Plan	Rs.15000/-	30% of Set Up Fee	4%	0.5%	Rs.2400	Hotel's Own Payment Gateway
Premium Plan	Rs.24000/-	30% of Set Up Fee	3.5%	0.25%	Rs.2400	Hotel's Own Payment Gateway

Premium Plus Plan	Rs.36000/-	40% of Set Up Fee	2.95%	NIL	Rs.2400	Hotel's Own Payment Gateway
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*A Service Tax of 12.36% will be applicable on TDR Charges and Set Up Fee

IMPORTANT NOTES :

1. The Settlement on the setup fees and TDR sharing will be done on actual every month.
2. Parties will raise the invoice for the services and the sales and will get settled respectively.