

<https://b2b.travelcore.in>

B2B AGENT SERVICE LEVEL AGREEMENT

This agreement ("Agreement") is entered by default by the agency as it has been read and accepted during the agency registration cum activation process date shall be as Effective Date

Between **Lucid Travel Solutions Pvt. Ltd.OPC**, a One Person private limited company incorporated and existing under the laws of India, having its registered office at 4, K Cross, 12th Cross, Krishna Nagar, Lawspet, Pondicherry- 605008 (also known as **TravelCore**), represented by its Director **Mr. Mohamed Ismail**, Hereinafter referred to as the "**Service Provider**", (which expression shall, unless repugnant to the context include its legal representatives, administrators, permitted successors and assigns);

A N D

Registered Agency -

Hereinafter called as "**Agent**" of the OTHER PART (which expression shall and where the context admits include their successor or assigns).

(TravelCore and the Agent are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**")

WHEREAS

1. Lucid Travel Solutions Pvt.Ltd is the owner of the portal <https://b2b.travelcore.in> (hereinafter referred to as "**the Website**"), and engaged in the business of providing ticketing both Group and FITs, Visas, hotel bookings, tours, packages and other travel and hospitality related goods and services to the travel agents;
2. The Agent is engaged in the business of providing travel services to its customers including ticketing, visas, hotel bookings, tours, packages and other alike services and intends to avail the various facilities offered by Lucid Travel Solutions Pvt. Ltd through the Website or offline for carrying out its business operations; and

NOW, THEREFORE, in consideration of the payments and other covenants, obligations and representations contained herein, the sufficiency whereof is hereby acknowledged, the Parties agree as follows:

1. Interpretation

In this Agreement, unless otherwise provided or if the subject or context otherwise requires:

- (a) Words denoting the singular include the plural and vice versa, and words denoting the whole include a reference to any part thereof.
- (b) Clause and Paragraph headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement.
- (c) References to this Agreement or any document or agreement include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time.
- (d) The words "including", "include" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of any preceding words.

2. Obligations of the Parties

2.1 Obligations of the Agent:

2.1.1 TravelCore grants to the Agent a limited, non-transferable right to use the Website in accordance with the terms and conditions of this Agreement. The Agent shall use the Website 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.

2.1.2 The Agent agrees that the Website and the content provided on the Website, including the text, graphics, button icons, audio and video clips, digital downloads, data compilations and software, may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed without the prior written permission of TravelCore, and/or its third party providers and distributors, except that the Agent may download, display and print the materials presented on the Website for business and commercial use only.

2.1.3 (i) The Agent shall be solely responsible for maintaining the confidentiality of its password and account information. The Agent 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 Agent and those allowed by the Agent to use the services. The Agent may not divulge, sublicense, transfer, sell or assign its password and account information under any circumstances. Any attempt to do so shall be considered a material breach of this Agreement and the Agreement stands terminated.

(ii) The Agent shall be solely responsible for all the usage or activity on its account including, but not limited to the use of the account by any person who uses its password and account information, with or without authorization by the Agent. If the Agent 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 immediately change the affected password and account information and report to

TravelCore of the problem by e-mailing it. It is however clarified that the Agent shall be solely liable for all use of its account, including any unauthorized use of its account by any third-party.

2.1.4 Without prejudice to the foregoing core method of making bookings by accessing the Website through the login ID and password, the Agents may from time to time, at TravelCore's discretionary written permission, make bookings by:

2.1.4.1. Either by sending an offline request for ticketing through email/phone to TravelCore. The tickets booked through this mode being reflected/uploaded on to the Website only once the ticketing is complete; or

2.1.4.2. Accessing TravelCore's account through sub-logins. Tickets booked through this method will not be posted/displayed/uploaded on the Website.

2.1.4.3. Accordingly, it is expressly agreed that the Agent shall be fully liable for payments for the ticketing booked through any of these methods.

2.1.5 The Agent shall not use the services provided by TravelCore through its Website for any purpose that is unlawful or prohibited.

2.1.6 The Agent shall inform TravelCore immediately by telephone and additionally confirm in writing any matters coming to its knowledge which indicate a suspected problem (including incorrect pricing) with or misuse of the TravelCore automated electronic booking system by any person.

2.1.7 The Agent shall use the services provided by TravelCore at the prices advertised by TravelCore.in on its Website (the latest price being applicable). However, the Agent shall be entitled to offer discounts and incentive schemes to its customers, at its sole cost and responsibility without affecting its liability to make payments onto the account of TravelCore.in in accordance with this Agreement.

2.1.8 The contents of the Website (including information, communications, images and sounds contained on or available through TravelCore) are provided by TravelCore, its affiliates, independent content providers and third parties. The contents of the Website are copyright © of TravelCore (Lucid Travel Solutions, its affiliates, independent content providers or third parties and the Agent is expressly prohibited from reproducing, modifying, distributing, publishing, licensing, downloading, posting or transmitting in any form or by any means including but not limited to electronic, mechanical photocopying or recording without the prior written permission of TravelCore.in.

2.1.9 The Agent acknowledges that TravelCore has not reviewed and does not endorse the content of all sites linked to from the Website and is not responsible for the content or actions of any other sites linked to from the Website. The Agent's linking to any service or site shall be at its sole risk.

- 2.1.10** Agent shall be responsible for dispatch and delivery of the tickets, vouchers, etc. directly to its customers accompanied with the required delivery challans and all other relevant documents as required under the applicable statutory and governmental regulations. In case of any improper travel documentation, the issuing agent will be responsible to bear the deputation charges.
- 2.1.11** Agent shall be solely responsible to collect the requisite details for bookings and payment from customers.
- 2.1.12** Agent and/or its Partner shall have no authority to bind TravelCore to any third party commitments of any nature and Agent shall not hold out as an authorized representative of TravelCore in any manner whatsoever to any third party.

2.2 Obligations of Lucid Travel Solutions Pvt.Ltd (TravelCore).

- 2.2.1** TravelCore and its affiliates undertake not to disclose or divulge the Agent's personal information to any third party. TravelCore shall release personal information to other companies, organisation, government or regulatory authorities when such release is appropriate to comply with the applicable law, to enforce applicable conditions of use and other agreements.
- 2.2.2** TravelCore shall use all reasonable endeavours to check the accuracy of the information published on Website.
- 2.2.3** TravelCore shall provide a login and password to Agent, which will allow the Agent a limited access to Website. The access to the website is limited in nature, and TravelCore will not provide any payment gateways to the Agent and the Agent shall collect payments directly from its own customers.

3. Terms of Payment

- 3.1** The fees and payment for TravelCore Services shall be as specified in Schedule "A" for advance-agents, and shall be as specified in Schedule B for credit-agents.
- 3.2** The refund credit will be given back to the Agent after receipt thereof by TravelCore from the Airline/Hotel/Supplier.
- 3.3** Non-payment/delayed payment will be considered as the breach of the obligations of the Agent.
- 3.4** All the Fare rules would be mentioned on the Website.

4. Taxes

TravelCore shall be entitled to deduct tax from all commissions/ incentives payable to the Agent and applicable TDS certificate(s) will be issued in accordance with applicable legal provisions.

5. Representations and Warranties

TravelCore does not warrant nor makes any representations regarding the accuracy or completeness of any data or information contained on the Website. TravelCore disclaims any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any person, arising out of or from the use of the information contained in the Website.

5.1 Although TravelCore makes every effort to ensure that the description and content on each page of the Website is correct, it does not, however, take responsibility for any changes occurred due to human, data entry errors or for any loss or damages suffered by any person due to any information contained herein.

Also, TravelCore does not own or operate airlines and other suppliers and cannot therefore control or prevent changes in the published descriptions.

5.2 The Agent represents and warrants that:

5.3.1 it has full power and authority to enter into this Agreement as at the date of execution of this Agreement.

5.3.2 it is not aware of any charges, actions, suits, proceedings etc, actual or threatened, which would restrict or prohibit him from performing any of your obligations under this Agreement.

5.3.3 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.

6. Indemnity

6.1 The Agent hereby agrees to indemnify, defend and hold harmless TravelCore (including its officers, directors, employees, servants, agents, advisors and representatives) against any and all actions, claims, law suits, damages and liabilities, including reasonable attorney fees, that arise from or relating to:

6.1.1 any breach of any of the representations, warranties, assurances and obligations herein or of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator;

6.1.2 any breach of the terms and conditions in this Agreement by the Agent or its employees, officers, directors, agents or representatives;

6.1.3 any claim of any infringement of any intellectual property right or any other right

of any third party or of law.

6.1.4 any claim made by any third party/user arising out of the use of the services and/or arising in connections with services offered by the Agent under this Agreement.

6.2 The Agent also agrees to indemnify, defend and hold harmless TravelCore and/or its affiliates, partner websites and their respective lawful successors and assigns from and against any and all losses, liabilities, claims, damages, costs and expenses asserted against or incurred by the TravelCore and/or its affiliates, partner websites and their respective lawful successors and assigns that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the Agent pursuant to this Agreement.

7. Liability

7.1 The Agent acknowledges and agrees that TravelCore acts only as a website provider on an as available, as-is basis and with no warranties of any kind, whether express, implied, or statutory. The Agent acknowledges and agrees that TravelCore.in has no liability whatsoever for any aspect of the arrangements between the Agent and the customer as regard to the services provided by the Agent. Notwithstanding anything in this agreement, TravelCore.in shall not be liable whatsoever to the Agent, User or any third party whosoever for any damage, injury or loss, including but not limited to loss of business; loss of income; indirect, special, incidental, consequential, punitive, exemplary or other similar loss or damages, arising from or in relation to the use or misuse of the Website; or any breach of terms or non-performance of obligations under this Agreement; or any other reason whatsoever.

7.2 TravelCore does not make any promises about the availability or accessibility of the Website or promise that the access to the Website, the content on it or the services we provide will be delivered uninterrupted, timely or error-free.

7.3 The Website may contain links to other websites ("**Linked Sites**"). The Linked Sites are not under the control of TravelCore and it is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. TravelCore is not responsible for any form of transmission, whatsoever, received from any Linked Site. TravelCore is providing these links to the Agent only as a convenience, and the inclusion of any link does not imply endorsement by TravelCore of the site or any association with its operators or owners including the legal heirs or assigns thereof.

7.4 TravelCore makes no promises in respect of any harm that may be caused by the transmission of a computer virus, worm, time bomb, Trojan horse, cancelbot, logic bomb or any other form of programming routine designed to damage, destroy or otherwise impair a computer's functionality or operation including transmission arising from your download of any content, software you use to download the content, TravelCore or the server(s) that make it available. In this respect the Agent agrees that it is his/her/its responsibility to install suitable anti-virus and security software on his/her/its computer hardware and other devices to protect against any such bugs, viruses or other such harmful programming routines. Any content downloaded or otherwise obtained through the use of the Website is done at your own risk and you will be solely responsible for any damage to

your computer system or loss of data that results from the download of any such content;

7.5 TravelCore does not accept responsibility for any defects that may exist or for any costs, loss of profits, loss of data or consequential losses arising from the Agent's use of, or inability to use or access or a failure, suspension or withdrawal of all or part of the service at any time. The Agent acknowledges that TravelCore has no control over any material available on the World Wide Web, which can be accessed by using the Website and therefore TravelCore is excluded from all the liability.

7.6 TravelCore shall not be liable to the Agent or any other party claiming for the Agent 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 Agent or any other party in connection with their business made in reliance upon or by virtue of this Agreement.

8. Term and Termination of Contract

8.1 This Agreement shall enter into effect on and from the Effective Date and shall continue to be in operation unless otherwise terminated by TravelCore in accordance with the provisions of this Agreement.

8.2 TravelCore may terminate this Agreement at any time by giving a 30 (Thirty) day notice to the other Party.

8.3 TravelCore may also terminate this Agreement and/or discontinue provision of any of the services at any time for any reason, including any improper use of the Website or the Agent's failure to comply with the terms and conditions of this Agreement. Such termination shall not affect any right to relief to which TravelCore 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 Agent will terminate and revert to TravelCore and its third party providers or distributors, as applicable.

8.4 The Agent agrees and understands that in case of breach of clause 3: Term of Payment, TravelCore reserves a right to cancel all the unutilized bookings for the future dates wherein the Agent will fully indemnify and hold harmless TravelCore against any claims by its customer in relation to such bookings.

8.5 In addition to the above, TravelCore may terminate this agreement as follows; (a) upon 30 (thirty) calendar days prior written notice without giving any reason or (b) immediately in the event Agent undergoes a change of control (i.e. any a change of control (i.e. any person(s) or entity(ies) acquires fifty per cent (50%) or more of Agent's issued and outstanding shares or other securities)

- 8.6** The agent agrees that in case of non-payment on due dates TravelCore reserves the right to block further issuance and reissuance of tickets till the old payment is made in full .
- 8.7** In case mirror ID's are given to agent for issuance and PNR'S creation at agent's office, the Agent shall be responsible for following guidelines set by airlines for ticket issuance. Any abuse/ misuse of mirror ID access resulting in ADM's for airlines will be borne by the agent.
- 8.4** With immediate effect from the date of termination, the Agent shall cease to use the services offered by TravelCore and shall immediately deliver up to TravelCore in accordance with the directions of TravelCore all documents and other property (including without limitation financial and statutory records) belonging to TravelCore (insofar as such property and information was obtained in pursuance of the performance of services under this Agreement).

9. Confidentiality

9.1 The Agent acknowledges that all documents and any other material containing or referring to confidential information which at any time are or become within or under its control, power or possession are, shall become and shall at all times remain the property of TravelCore, to which the confidential information relates.

9.2 The Agent undertakes (both during the term and after the termination date):

- a) on request made at any time by TravelCore, to deliver all the confidential information (including copies thereof) or delete the confidential information from any re-usable material in accordance with the directions of TravelCore;
- b) not to use or disclose any confidential information except as is necessary to perform its obligations under this Agreement or except as required by law or any regulatory body. In such case the Agent shall provide prior written notice thereof to TravelCore before making any disclosures, to enable TravelCore to seek protective order or other appropriate remedy to minimize disclosure;
- c) not to copy or reproduce any confidential information in any form or on any media or device except as is necessary to perform its obligations under this Agreement;
- d) to ensure that the password and account information provided to it by the TravelCore for accessing the Website is secured by all means.

10. Intellectual Property Rights

10.1 The contents of the Website (including information, communications, images and sounds contained) are provided by TravelCore, its affiliates, independent content providers and third parties. The contents of this site are copyright © of TravelCore, its affiliates, independent content providers or third parties and cannot be reproduced, modified, transferred, distributed, republished, downloaded, posted or transmitted in any form or by any means including but not limited to electronic, mechanical photocopying or recording without the prior written permission of TravelCore.

10.2 TravelCore has and shall retain all ownership rights in the Website, including all patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and confidential and proprietary information. The Agent will have no rights in the Website except as explicitly stated in this Agreement.

11. Governing Law:

This Agreement shall be governed by and construed in accordance with the Laws of India, with the exclusive forum being courts at Pondicherry.

12. Arbitration

12.1 Any dispute, disagreement, controversy or claim between the parties arises out of or in connection with this Agreement, including the breach, termination or invalidity thereof (a **Dispute**), the parties shall use all reasonable endeavors to negotiate with a view to resolving the Dispute amicably. If a party gives the other party notice that a Dispute has arisen (a **Dispute Notice**) and the parties are unable to resolve the Dispute amicably within 15 (fifteen) days of service of the Dispute Notice (or such longer period as the parties may mutually agree), then the Dispute shall be referred to arbitration by a sole arbitrator appointed by TravelCore.in in accordance with the Arbitration and Conciliation Act, 1996 (as amended, restated or substituted, in force at the relevant time) to be conducted in the English language at Pondicherry.

12.2 The arbitral award shall be reasoned and shall be final and binding on the disputing parties. The existence or subsistence of a dispute between the parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of the parties under the Agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award. Nothing shall preclude a party from seeking interim or permanent equitable or injunctive relief, or both. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the parties to pursue any other remedy or relief through the arbitration.

12.3 Each Party shall bear its own costs (including legal costs) for participating in the arbitration proceedings. The arbitrator's fees and expenses and other incidental expenses shall be paid by the Parties as determined by the arbitral tribunal.

13. Assignment

The Agent hereby acknowledges and agrees that he/ she/ it is prohibited from assigning the rights and obligations under this Agreement. However, TravelCore.in may assign its rights and obligations under this Agreement at any time, including but not limited to in a sale of the website.

14. Force Majeure

Neither Party to this Agreement shall be liable for failure to perform any of its obligations hereunder during any period in which such performance is delayed by Force Majeure event including but not limited to fire, flood, war, riot, embargo, organized labour stoppage, earthquake, hurricane, acts of civil or military authorities, acts of terrorism, acts of God etc. beyond the reasonable control of the Parties, provided that the Party whose performance is affected by the event of Force Majeure gives notice in writing to the other Party of such event and provided further that the Party whose performance is so affected did not act in a reckless manner or did not willfully misconduct itself.

15. Severability

The provisions of this Agreement are severable if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, and the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law.

16. Entire Agreement and Amendments

This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges all prior discussions and negotiations between them. No modification to or amendment of this Agreement shall be valid or binding unless made in writing by means of a side-letter and signed on behalf of the Parties by their duly authorised officers or representatives.

17. AMENDMENTS OR MODIFICATIONS: TravelCore reserves the right to amend, modify, replace, or discontinue this Agreement or any or the whole of the Website at any time and in its sole discretion without any notice or liability whatsoever.

18. GENERAL PROVISIONS

17.1 Binding Effect; Benefit. This Agreement shall insure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assignees. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto and

TravelCore in any rights, remedies, obligations or liabilities under or by reason of this Agreement.

17.2 Annexes and Schedules. The Annexes, Schedules and any revisions to this Agreement are a part of this Agreement as if set forth in full herein.

17.3 Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered by registered post to the parties at the following address, and shall be deemed to be received within 48 hours of the dispatch. The post office shall be the agent of the addressee.

Lucid Travel Solutions Pvt.Ltd.OPC (TravelCore)
No.4, K Cross, 12th Cross, Krishna Nagar, Lawspet
Pondicherry-605008, Puducherry, India.

Schedule A for Advance Agents **Payments**

The Agent shall make payment for the services availed under this Agreement by NEFT/RTGS/Cash/Payment Gateway/Demand draft in advance or during the ticket issuances.

Schedule B for Credit Agents **Payments**

Invoicing and Payments:

- i. All account statements shall be available online. In some cases offline statements (not invoices) will be mailed to the Agents. The Agent shall make payments as per online statements, unless they are receiving offline statements, which will then override and supersede the online statements. Further, offline statements may be revised to adjust unbilled invoices, refunds, incorrect commissions and the revised statements will be payable in full subject to reconciliation by the Agent.
- ii. Agent is liable to make the payments as follows:
 - a. For agents on IATA credit, the payment for International and Domestic bookings should be made at least 3 days before the BSP date.
 - b. The BSP payment schedule is being notified by IATA to all the IATA agents. Non IATA agents are responsible to refer to IATA schedule on their own.
 - c. For agents on Weekly credit, the payment for International and Domestic bookings done between Sunday to Saturday (both days included) should be made on every Monday for the previous week.

- d. For agents on 3 days Credit, the payment for International & Domestic bookings shall be made on 4th day.
- e. For agents on Daily Credit, The Agent shall make payments due for International & Domestic bookings the same day or the following working calendar day by 12 pm either through Transfer / Cheque / RTGS / Cash Deposits.

Any other terms and conditions communicated by TravelCore in writing will be applicable

- iii. The payments shall be subject to deduction of tax at source (TDS) as per the provisions of the Income Tax Act. Any other applicable taxes will be over and above the agreed rates.
- iv. For the purposes of other products except Air bookings, Agent shall require to pay in advance while booking.
- v. Any cancellation of bookings shall be adjusted in next payment cycle and credit note shall be issued of the cancelled tickets. Retention and cancellation charges on hotel and/or air products would be on actual.
- vi. Any wilful delay in scheduled payments for dues - Despite 3 reminders from finance team in the period of each 3days, TravelCore reserves the right to cancel un-flown segments to recover dues beyond 7 days from the promised payment date, with all liability being that of the Agent for such cancellations. Further a breach of agreement legal and cohesive action will be taken against the agent and will be communicated to the travel trade authoritative circles, Airline partners and affiliate member groups will be sent precautioning about the agent.

Lucid Travel Solutions Pvt.Ltd.OPC (TravelCore)

AGENT

By: Mohamed Ismail

By: Registered Agent

Title: Director

Title: Proprietor / Director / Partner

Thanking You
For Lucid Travel Solutions Pvt Ltd

Mohamed Ismail Director