



MEESHI HOLIDAYS PVT.LTD.

(Business Correspondent of ICICI Bank)

APPLICATION FORM FOR RETAILER/DISTRIBUTOR/STAR DISTRIBUTOR
(UNDER BUSINESS CORRESPONDENT OF ICICI BANK)



1. Application Reference No. and Date.....

2. Name (in block letters).....

3. Father's/Husband's Name.....

4. Date of Birth DD MM YEAR

5. Gender Male Female

6. Marital Status Married Unmarried

7. Education Class X Class XII Graduate Post-Graduate

8. Business Point Address.....

Dist..... State..... PIN

9. Permanent Address.....

Dist..... State..... PIN

10. Mobile No.

11. E-mail ID.....

12. Currently Banking with.....

13. Bank Account No. if any

14.(A) Proof of Name Ration Card Voter ID Aadhar Card

(Self attested Copy to be attached) PAN Card Passport Driving Licence

(B) Proof of Address Electricity Bill (latest) Telephone Bill (latest)

(Self attested Copy to be attached) House Tax Receipt (latest) Water Bill (latest)

Rationcard Registry Property

15. PAN No.

16. Present Business/Occupation..... 17. Present Annual Income.....

Note: We Do Not Accept Cash. Please Do Not Give Any Cash To Executive

नोट : कृपया नगद राशि न दें।

MEESHI HOLIDAYS PRIVATE LIMITED

TERMS AND CONDITIONS FOR APPOINTMENT AS RETAILER/DISTRIBUTOR/STAR DISTRIBUTOR

These terms and conditions ("Terms and Conditions") shall apply to and govern the commercial arrangement between MEESHI HOLIDAYS PRIVATE LIMITED (herein after referred as "MEESH") and the Retailer/D/SD. These Terms and Conditions and any attachments hereto represent the entire agreement between "MEESH" and the Retailer/D/SD and no changes to the same are binding unless they are in writing and intimated by the authorized representative of "MEESH".

1 ACCEPTANCE AND APPOINTMENT AS Retailer/D/SD

1.1 These Terms and Conditions shall come into force from the date ("Effective Date") of Retailer/D/SD Application Form attached herewith. Within 30 (thirty) days from the date of acceptance by Retailer/D/SD, the Retailer/D/SD shall commence business in accordance with these Terms and Conditions.

1.2 The Retailer/D/SD acknowledges that it has read and understood these Terms and Conditions at the time of making an application to "MEESH" for operation of a retail outlet to provide the Services (as defined herein) under the name and style of "MEESH" and that it has had sufficient time to evaluate the financial requirements, equipments required to conduct the business, services applicable/enable in his area of operation and risks associated with the establishment and operation of the retail outlet.

1.3 During the Term and subject to these Terms and Conditions, "MEESH" hereby appoints the Retailer/D/SD and the Retailer/D/SD hereby accepts the appointment as a "MEESH" Retailer/D/SD, to establish and operate a retail outlet at such address as specified in the Retailer/D/SD application form attached herewith for the purpose of marketing, selling and providing the Services ("Retail Outlet"). No changes to the address as mentioned in the Retailer/D/SD Application form shall be permitted, except with the prior written consent from "MEESH" whereas such consent shall be signed by the Authorized Representative of the level of Vice President or above.

1.4 The appointment of the Retailer/D/SD under these Terms and Conditions shall remain valid up to the termination ("Term"). "MEESH" may exercise its right of withdrawal by giving a notice in writing to the Retailer/D/SD 1 (one) month prior to withdrawal unless any breach of this agreement by the Retailer/D/SD.

1.5 The Retailer/D/SD may describe himself as an "authorized Retailer/D/SD" of "MEESH", but must not hold [itself/himself] out as being entitled to bind "MEESH" in any way. The Retailer/D/SD shall not make, cause or permit, directly or indirectly, any description or projection of itself as a partner or employee or officer or representative of "MEESH".

1.6 "MEESH" is in the business of facilitating/distributing/marketing/providing of product(s)/service(s) of various service providers to enable them to expand the distribution networks for the services provided by them.

1.7 The Retailer/D/SD has understood the business model and aware that "MEESH" is just a facilitator and distributor of products and services and does not own such services or products by itself. "MEESH" takes reasonable efforts to make available the services and products, however, shall not be liable and responsible for any deficiency of such services and products. "MEESH" further also takes reasonable efforts to provide its best uninterrupted services at best quality; however, technological systems are prone to interruption for upgrade, maintenance, break down of either the systems of "MEESH" or that of the Service Providers". The Retailer/D/SD shall be managing his business considering such interruptions.

2 OPERATION OF THE RETAIL OUTLET

2.1 During the Term, the Retailer/D/SD shall render the services ("Services") of "MEESH", by and through such of its officers, employees, agents, representatives and affiliates as it shall designate, from time to time. Notwithstanding anything contrary contained in these Terms and Conditions, "MEESH" shall have the right at any time, to modify, alter and amend the lists of Services, including the manner, procedure, process in which the Retailer/D/SD will be required to perform the Services and the Retailer/D/SD shall be bound by all such modifications, alterations and amendments made by "MEESH".

2.2 The Retailer/D/SD shall only market, distribute sell or promote such "MEESH" Services as are permitted expressly by "MEESH". The Retailer/D/SD shall not automatically have the right to market, sell, distribute, or promote any product or service that may be provided by other retail outlets, whether in the present or in the future. In the event of any addition to the Services, "MEESH" may, at its sole discretion, intimate the Retailer/D/SD that the Retailer/D/SD is entitled to sell, market, distribute and promote such product or service. "MEESH" shall also have the right to direct the Retailer/D/SD to discontinue providing any of the "MEESH" Services at the Retail Outlet without assigning any reason whatsoever.

2.3 "MEESH" shall specify to the Retailer/D/SD, the necessary infrastructure and equipment including but not limited to computer terminals, peripherals attachments, internet and broadband connectivity, mobile device and/or any such device with GPRS connectivity, html enabled, which is compatible enough to run "MEESH" Software/Services etc, for effectively providing the "MEESH" Services, which the Retailer/D/SD shall acquire at its sole expense. In case of the MPOS Application, the Retailer/D/SD shall be entitled to install the "MEESH" Software on that particular mobile device and/or any other device, which is proposed to be registered with "MEESH" for availing "MEESH" Services, and no other mobile/device of the Retailer/D/SD shall have such Software installed unless registered under the terms and conditions of this Agreement. Further, the Retailer/D/SD shall prominently display the "MEESH" signage, signboards, logos, etc at a prominent place in the Retail Outlet, strictly in accordance with the directions issued by "MEESH" in this regard.

2.4 Upon satisfactory installation and operation of the necessary equipment and peripherals, "MEESH" shall, subject to these Terms and Conditions, install the necessary software and other "MEESH" Intellectual Property to enable the provision of the Services. All Services shall be provided solely through the portal of "MEESH" or are recorded therein and no offline transactions are permitted and/or no such fake/false receipts should be issued by the Retailer/D/SD for the willful fraud transaction done by the Retailer/D/SD which are not transacted through "MEESH" Software/portal. However, if any Retailer/D/SD is found and/or discovered doing any such malicious/wrong/willful/fraudulent acts and/or offline transactions, it shall be liable and charged for such civil/penal and criminal acts by and under but not limited to the Indian Penal Code 1860 and Criminal Procedure Code 1973.

2.5 The Retailer/D/SD shall obtain all necessary license(s), permits and approvals for selling, distributing, marketing and promoting the Services from the Retail Outlet and shall bear all costs and incidental expenses incurred in this regard, including without limitation all fees for application, license fees, charges and taxes.

2.6 The Retailer/D/SD shall keep the Retailer/D/SD Outlet open for business during normal business hours, or as permitted by law or such other time period as "MEESH" may specify from time to time.

2.7 The Retailer/D/SD shall ensure that the Retail Outlet is utilized for the purpose of rendering the Services in accordance with these Terms and Conditions. The Retailer/D/SD shall further ensure that and shall not cause or permit (a) any material that may not be made available to the public under applicable law, including without limitation any vulgar, obscene, pornographic, misleading, defamatory, libelous, offensive, derogatory, threatening, harassing, abusive or violent content, to be made available in the Retail Outlet or (b) any activities that are proscribed under law or reasonably considered to be immoral or against public interest.

2.8 "MEESH" may, at its sole discretion and with or without consideration, provide training manuals, technology support, ongoing advice and assistance to the Retailer/D/SD and designated employees of the Retailer/D/SD, including, provision of brochures, pamphlets, charts, signboards, signage and other materials for the

purposes of advertisement, promotion and marketing the Services. A any materials supplied by "MEESH" shall be utilized solely in relation to the provision of Services and the Retailer/D/SD shall ensure that such materials are not utilized for any other purpose.

2.9 The Retailer/D/SD shall not encroach/poach upon the areas of operation of other neighbouring Retailer/D/SDs appointed by "MEESH" or act in any manner which will prejudice the business prospects of neighbouring Retailer/D/SDs appointed by "MEESH".

3 PAYMENTS AND COMMISSIONS

3.1 Non Refundable Registration Fee: The Retailer/D/SD shall deposit such an amount ("Registration Fees") by way of a non -refundable registration fee as per commercial terms defined by "MEESH" on or before the Effective Date.

3.2 Working Capital: The Retailer/D/SD shall maintain and deposit with "MEESH" working capital ("Working Capital") in a bank designated and intimated to the Retailer/D/SD for this purpose ("Designated Bank") which will be an interest free deposit. The Working Capital limit may be increased from time to time by way of written intimation to the Retailer/D/SD. The Retailer/D/SD shall immediately deposit such further amounts to ensure that the Working Capital is maintained at the aforementioned amounts at all times.

3.3 Working Capital Limit: The Retailer/D/SD shall be entitled to a credit limit equivalent to the Working Capital balance in the books of "MEESH" ("Credit Limit"). The Retailer/D/SD may enter into transactions up to the value of the existing Credit Limit. In the event the value of the transactions exceed the Credit Limit, all further transactions exceeding the Credit Limit shall automatically be blocked until the Credit Limit is sufficient to permit further transactions. In the event the Retailer/D/SD desires to enter into transactions in excess of the Credit Limit, the Retailer/D/SD shall deposit the amount either with the Distributor or "MEESH" as the case may be to increase its Credit Limit accordingly. The Distributor/ "MEESH" shall, at their sole discretion, permit enhancement of the Credit Limit. If the amount is deposited with the Distributor, the Retailer/D/SD need to obtain proper receipt and the limit gets enhanced from the Distributor. "MEESH" shall not be responsible for any liabilities in such an event.

3.4 Commission and transaction charges: The Retailer/D/SD shall be entitled to commission, which shall be adjusted on a daily basis/monthly basis, for the provision of the Services at a rate to be intimated by "MEESH" to the Retailer/D/SD from time to time through its portal, either by way of credit to the Working Capital or the Retailer/D/SD may deduct the commission due to it, prior to depositing the proceeds of a transaction in the Current Account. The Retailer/D/SD shall be regularly updated on the Rates of Commission through the Portal. "MEESH", at its sole discretion shall decide the sharing of Gross Margin with the Retailer/D/SDs and its decision will be final. It is presumed that the Retailer/D/SD has agreed to such commission / margin before the transaction. Any dispute in this regards will not be admissible by "MEESH".

Similarly, if "MEESH" decides to provide its services on its server on the basis of transactions, the Retailer/D/SD will be charged for the transactions carried out by the Retailer/D/SD through its server on the rates as to be informed through mail/e-mail, sms, telephone, mobile notified/displayed on its website from time to time. Such charges may be ad valorem or per transaction basis as may be decided by "MEESH" from time to time or for once off. The Retailer/D/SD undertakes to accept the same and is liable to pay service tax on such transactions.

3.5 Prices and discounts: All prices, charges, fees and discounts for all "MEESH" Services shall be determined, and may from time to time be revised, by "MEESH" at its sole discretion. The Retailer/D/SD shall not collect cash from the customers by offering discounts on the Services which do not have "MEESH" 's sanction. The Retailer/D/SD shall also not provide any incentives, subsidies or do any act/omission or thing, which shall have the effect of providing incentives or subsidies on the Services. The Retailer/D/SD acknowledges that "MEESH" has the right to alter the prices or nullify any sales that have been entered in the portal.

3.6 Taxes: All current and/or future taxes or similar fees including without limitation value added tax, service tax and other local or municipal taxes shall be payable by the Retailer/D/SD. Such amounts shall not be retained by the Retailer/D/SD while retaining its commission. Payments made to the Retailer/D/SD shall be subject to such withholdings as prescribed under applicable law. Subject to the aforesaid, "MEESH" assumes no responsibility for the tax compliance of the Retailer/D/SD. The Retailer/D/SD is squarely responsible for all kinds of services to be rendered by the Retailer/D/SD at his business point and as such "MEESH" will not be and cannot be called to be a party in between any of the Government Agency and the Retailer/D/SD for any kind of tax compliances by the Retailer/D/SD including for Service taxes.

3.7 Costs: All costs and expenses for operation of "MEESH" Kiosk including but not limiting to electricity, telephone, staff salary, traveling, promotional activities and other similar out-of-pocket expenses incurred in the performance of the Services shall be borne by the Retailer/D/SD.

3.8 Activity/Inactivity charges: A minimum monthly charges plus Taxes may be levied by "MEESH" and the same shall be deducted from the Retailer/D/SDs Working Capital balance. The Retailer/D/SD hereby agrees and acknowledges to pay such charges as intimated to the Retailer/D/SD from time to time.

3.9 Set off: "MEESH" may, deduct sums due from the Retailer/D/SD under these Terms and Conditions from any sums due to the Retailer/D/SD under the same and the Retailer/D/SD hereby consents to such set off being made by "MEESH".

4 EMPLOYEES

4.1 The Retailer/D/SD shall be solely responsible for all such personnel employed by it, including payment of wages, making of contributions under various labour laws, such as the Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Employees State Insurance Act, 1948, etc.

4.2 The Retailer/D/SD acknowledges that it shall be responsible for all acts and omissions of its employees, subordinates, agents, aforesaid assignees or other personnel engaged by the Retailer/D/SD.

5 INTELLECTUAL PROPERTY

5.1 No license under any patents, copyrights, trademarks or any other intellectual property rights of "MEESH" / its affiliates / its Service Provider(s) / third party(ies) is granted to or conferred upon to the Retailer/D/SD by virtue of being the Retailer/D/SD of "MEESH". The Retailer/D/SD shall not acquire any interest and right on the trademark(s), trade name(s), logo, etc. of other party including "MEESH" by virtue of this Agreement and shall not use the logos, trademark of "MEESH"/owner of intellectual property on including interalia the Retailer/D/SD 's Rubber stamps, letterheads, Visiting Cards, websites etc and/or any such material in whatsoever manner.

5.2 The Retailer/D/SD agrees to protect the logo, trade name and trademark of "MEESH" and not use the same, in any unauthorised manner, whatsoever, including interalia as a tool for acknowledging payments accepted by the Retailer/D/SD/his representative, thereby creating false impression about the authenticity of such acknowledgment / receipt. The Retailer/D/SD hereby undertakes to indemnify, defend and hold "MEESH" harmless for all loss(es) / damage(s) arising due to infringement of this clause.

The Retailer/D/SD is aware of the consequences, if at all, the Retailer/D/SD and/or his representative are found in unauthorized use of "MEESH" logo/ trade name(s) in any manner, then strict action shall be taken against the Retailer/D/SD, including permanent deactivation of his Services, but not limited to any other legal action which "MEESH" may deem fit and proper, under the provisions of law.

6 CONFIDENTIALITY AND SECURITY

6.1 The Retailer/D/SD agrees that all information disclosed by "MEESH" or which the Retailer/D/SD gets in the course of negotiating this Agreement is confidential in nature and hence cannot be disclosed. Each Party may disclose the existence of this Agreement, but agrees that the terms and conditions of this Agreement will be treated as Confidential Information; provided, however, that each Party may disclose the terms and conditions of this Agreement: (a) as required by any court or other governmental body; (b) as otherwise required by law; (c) to legal counsel of the Parties; (d) in confidence, to accountants, banks, and financing sources and their advisors; (e) in connection with the enforcement of this Agreement or rights under this Agreement; or (f) in confidence, in connection with an actual or proposed merger, acquisition or similar transaction.

6.2 The Retailer/D/SD also agrees that on and from the date of this Agreement all information, which the Retailer/D/SD may obtain from "MEESH" pursuant to this Agreement, shall be kept confidential by the Retailer/D/SD and shall not be disclosed to any third party, save and except with the prior written consent of "MEESH".

6.3 SECURITY OF CONFIDENTIAL USER INFORMATION:-

6.4 Security of POS User ID and Password: The Retailer/D/SD shall be solely, exclusively and absolutely responsible and liable for safe -guarding and/or securing the confidentiality of the user id and passwords relating to access of "MEESH" Services and such other relevant information, in whatsoever name called pertaining to the Retailer/D/SD/User Account of the Retailer/D/SD.

6.5 Unauthorized Access: The Retailer/D/SD shall take all necessary precautions to prevent unauthorized and illegal use of "MEESH" services and unauthorized access to the Retailer/D/SD Accounts provided by "MEESH". The Retailer/D/SD hereby agrees that "MEESH" shall not be held liable and/ or responsible for any wrong doings/misappropriation/misrepresentation/any leakage of passwords and for any liability arising due to insufficient security maintained by the Retailer/D/SD with respect to the Retailer/D/SD account. "MEESH" shall take all commercially viable and/or reasonable care to, ensure the security of and to prevent unauthorized access, using commercially viable and reasonable technology available to "MEESH".

6.6 Fraud/fake transactions: "MEESH" shall not be liable and/or responsible for any fraud/fake transactions occurring from the Retailer/D/SD ID by any third party. "MEESH" takes utmost care for encryption of the Retailer/D/SD 's personal details. However, "MEESH" cannot control the misuse of the sensitive information like passwords/once it is handed over to the Retailer/D/SD. Retailer/D/SDs shall be responsible to follow standard guidelines for securing their id/password for the "MEESH" Software.

7 EXCLUSIVITY AND NON COMPETE

7.1 During the continuation Term of this agreement, the Retailer/D/SD shall not, directly or indirectly, through any other person, firm, corporation or other entity (whether as an officer, director, employee, partner, consultant, holder of equity or debt investment, lender or in any other manner or capacity):

- market, offer and/or perform services similar to that being developed, offered or sold by "MEESH";
- solicit, induce, encourage or attempt to induce or encourage any employee or consultant of "MEESH" to terminate his or her employment or consulting relationship with "MEESH", or to breach any other obligation to "MEESH"; (c) solicit, interfere with, disrupt, alter or attempt to disrupt or alter the relationship, contractual or otherwise, between "MEESH" and any other person including, without limitation, any consultant, contractor, customer, potential customer, or supplier of "MEESH"; or (d) engage in or participate in any business conducted under any name that shall be the same as or similar to the name of "MEESH" or any trade name used by "MEESH".

8 WARRANTIES AND CONVENANTS OF THE Retailer/D/SD

8.1 The Retailer/D/SD hereby warrants, covenants and undertakes that it shall promptly, effectively, efficiently and professionally sell, market, distribute and promote the Services and shall promptly respond to all inquiries by any customer or potential customer in relation to the Services;

(b) at all times co-operate with "MEESH" 's representative(s) and promptly respond to "MEESH" 's any complaints or customer feedback relating to the Services which may come to the Retailer/D/SD 's attention;

(c) conduct its operations in compliance with applicable law, these Terms and Conditions and all guidelines and instructions that may be provided by "MEESH" from time to time;

(d) promote "MEESH" 's business interests;

(e) not do or omit, or cause to be done or omitted, any act, deed or thing, directly or indirectly which may potentially result in any damage to, loss of reputation of or any loss to "MEESH" in any manner whatsoever; (f) employ sufficient number of personnel to provide the Services, who shall be adequately trained to provide the Services;

(g) ensure all personnel employed by it comply with these Terms and Conditions and the Retailer/D/SD shall be solely responsible for all acts/omissions of such personnel;

(h) not enter into any agreements with customers or any other third parties which are contrary to law or to these Terms and Conditions;

(i) adhere to and shall cause its employees, subordinates, agents, aforesaid assignees or other personnel engaged by the Retailer/D/SD to provide the Services to adhere to the dress code and professional conduct and etiquette as prescribed by "MEESH" from time to time;

(j) ensure that none of the Services are denied to any person or group of persons or to any customer save and except with the express written consent and / or instructions of "MEESH";

(k) not engage in any unfair or unethical trade or practice; (l) not permit unauthorized persons entry into the Retail Outlet and shall, under no circumstance, permit any unauthorized person to access the computer/server located at the Retail Outlet or access to information, material, accounts and records in relation to "MEESH" Services;

(m) not permit any other person whatsoever, to conduct any business, trade or profession of any nature at the Retail Outlet; and

(n) obtain and maintain all required necessary approvals, permits, waivers, consents, registrations and licenses from the relevant authority to perform all its obligations under these Terms and Conditions.

8.2 The Retailer/D/SD agrees that it shall be solely liable and responsible for any seizure of instruments provided by "MEESH" to it by any governmental authority for its actual or alleged illegal and unlawful act.

8.3 The Retailer/D/SD agrees that it shall be solely liable and responsible for taking any type of insurance including but not limited to Cash handling/transit Insurance, in accordance to provide protection to "MEESH" 's business accordingly from time to time.

MEESHI HOLIDAYS PRIVATE LIMITED

TERMS AND CONDITIONS FOR APPOINTMENT AS Retailer/D/SD(Continued from Page no.2)

- 8.4 The Retailer/D/SD agrees and undertakes to ensure that the contact details including phone number and/or any other credentials of the consumer's which needs to be captured on "MEESH" platform for acknowledging the transaction done at "MEESH" network, should be genuinely of the customer and/or taken from the customer's and the Retailer/D/SD shall not put his own or any fake / wrong credentials on behalf of customers, in any manner whatsoever.
- 8.5 The Retailer/D/SD also agrees that it shall during the Term of this Agreement, allow "MEESH" and/or any other statutory authority/ person of its management, auditors, regulators and/or agents the opportunity of inspecting, examining, auditing and/or taking copies of any records with the Retailer/D/SD in relation to the performance of the Services by the Retailer.
- 8.6 The Retailer/D/SD shall co-operate with such internal or external auditors and/or as defined above to assure a prompt and accurate audit of the Retailer's records and data and shall also co-operate in good faith and in best efforts basis with "MEESH" to correct any practices, which are found to be deficient as a result of any such audit within a reasonable time.
- 8.7 The Retailer/D/SD shall perform its responsibilities under these Terms and Conditions diligently and shall strive to increase the sale of "MEESH" Services to the best of its ability and shall always maintain a good relationship with the specified Distributor and the customers and shall maintain total transparency in relation to the same.
- CHANGE IN RETAILER**
- 9.1 If the Retailer/D/SD is an individual, in the event of his/her death, incapacity or inability to operate the Retail Outlet, his/her successor or assignee shall continue to operate the Retail Outlet only after obtaining a prior written consent from "MEESH".
- 9.2 If the Retailer/D/SD is a partnership or a company, in the event of a change in control of the partnership or company, due to a change in the partnership or change in management or majority shareholding of the company, as the case may be, the successors in interest or permitted assigns of the partnership or the company, as the case, may continue to operate the Retail Outlet only after obtaining a prior written consent from "MEESH".
- 10 REPRESENTATIONS AND WARRANTIES**
- The Retailer/D/SD represents and warrants that: (a) it has had a full and adequate opportunity to read and review this Agreement and to be thoroughly advised of the terms and conditions of this Agreement by an attorney or other personal representative, and has had sufficient time to evaluate and investigate the provision of Services under this Agreement and the financial requirements and risks associated with the same; (b) Neither it nor its successors in interest or permitted assigns of the partnership or the company, as the case may be, are aware of any violation or breach of any other agreement by which the Retailer/D/SD is bound; (c) it has and will continue to have the power and authority to be bound by these Terms and Conditions and to perform and fulfill all activities contemplated herein and that no other person or entity is required to consent or provide permission to the activities contemplated under these Terms and Conditions and the Retailer/D/SD is not subject to any agreement, judgment or order inconsistent with these Terms and Conditions; (d) the entry into and performance of these Terms and Conditions in accordance therewith shall not result in a violation of applicable law, its charter documents or any other agreement by which it is bound; and (e) it is adequately insured for all liabilities specified herein.
- 10.1 The warranties provided herein by the Retailer/D/SD are in addition to and do not exclude any of the implied warranties under the applicable law with respect to the activities contemplated under these Terms and Conditions.
- 11 INDEMNITY**
- The Retailer/D/SD hereby undertakes to indemnify, defend and hold harmless "MEESH", its affiliates, officers, directors, employees, agents, successors and assigns (collectively the "Indemnified Parties") from and against all claims, damages (special or consequential), losses and expenses, including court costs and reasonable fees and expenses of attorneys, expert witnesses and other professionals, arising out of or resulting from: (a) any action by a third party against the Indemnified Parties that is based on any negligent act, material omission or willful misconduct of the Retailer/D/SD or its employees, personnel, officers or agents and which results in: (i) any bodily injury, sickness, disease or death; (ii) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom; or, (iii) any violation of any statute, ordinance, or regulation; (b) any loss, damage or prejudice suffered by any of the Indemnified Parties due to the breach by the Retailer/D/SD of any applicable laws, by-laws, regulations and guidelines; (c) any loss, damage or prejudice suffered by any of the Indemnified Parties due to the Retailer/D/SD representing/providing wrong information to third parties in an unauthorized manner on behalf of "MEESH"; (d) any loss, damage or prejudice suffered by reason of any claim or proceeding by a third party against any of the Indemnified Parties due to the infringement of "MEESH" Intellectual Property by the Retailer/D/SD during the provision of the Services; (e) any loss, damage or prejudice suffered by any of the Indemnified Parties due to any claim made by the Retailer's employees against "MEESH" for non-compliance with any labour laws; and (f) any misrepresentation of any representation or warranty of the Retailer/D/SD under these Terms and Conditions.
- 12 TERMINATION**
- 12.1 These Terms and Conditions shall cease to have effect upon expiry of the Term.
- 12.2 Either Party hereto shall have the right to terminate the Agreement without cause by written notice of 30 days to the other Party.
- 12.3 "MEESH" shall be entitled to terminate the appointment of the Retailer/D/SD by written notice of Thirty (30) days to the Retailer/D/SD in the following circumstances: (a) the Retailer/D/SD commits any breach of any of the provisions of these Terms and Conditions and, in the case of a breach capable of remedy, fails to remedy the same within 15 (fifteen) days after receipt of a written notice giving particulars of the breach and requiring it to be remedied; (b) the Retailer/D/SD at any time breaches any obligation in relation to "MEESH" Intellectual Property; (c) repeated failure to deposit the proceeds of transactions on a daily basis; (d) "MEESH", subsequent to ascertaining the commercial viability of continuing the appointment of the Retailer, determines that the Retailer/D/SD is not a fit person to carry out the obligations imposed on it;
- (e) the Retailer/D/SD assigns its rights and obligations under these Terms and Conditions in an unauthorized manner; or (f) immediately upon the occurrence of: (i) the Retailer/D/SD becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (ii) failure to comply with the directions of "MEESH" under Clause 9 (Records and Audits).
- 12.4 "MEESH" shall be entitled to terminate the Appointment without notice: (a) if, by the acts or default of the Retailer, "MEESH" suffers damage to its name and reputation; (b) in the event the Retailer/D/SD fails to commence operations in accordance with Clause 1.1 of this Agreement; (c) the Retailer/D/SD breaches the provisions of Clause 6 (Confidentiality); (d) in the circumstance described in Clause 13.4 (Force Majeure); (e) a change in control or management of the Retailer; (f) any event that would affect the ability of the Retailer/D/SD to perform its obligations; (g) any of the directors/partners/proprietor of the Retailer/D/SD are convicted of any criminal charge; or (h) the Retailer/D/SD is certified and declared to be of unsound mind.
- 12.5 "MEESH" shall be entitled to terminate the appointment of the Retailer/D/SD by giving written notice of seven (7) days to the Retailer, with or without assigning any reasons.
- 12.6 The right to terminate the appointment of the Retailer/D/SD under this Clause shall be without prejudice to any other right or remedy of "MEESH" in respect of the breach concerned, if any, or any other breach.
- Upon termination of appointment of the Retailer/D/SD as stated in Clause 12 above: (a) within Fifteen (15) days from the date of termination, should clear all amounts due to "MEESH" under these Terms and Conditions; (b) immediately return to "MEESH" all Confidential Information provided to the Retailer/D/SD under this Agreement; (c) immediately return to "MEESH" all material provided to the Retailer/D/SD under this Agreement; (d) immediately discontinue and cease to use the "MEESH" Intellectual Property and shall immediately hand over any and all copies or documentation of such Intellectual Property, including POPs and other manuals, the terminal and software supplied by "MEESH", if any; (e) immediately and permanently remove the software or cause it to be removed from all human and machine readable media (or other memory devices); (f) return all originals and/or copies of the Confidential Information, including the publicity and marketing materials in its possession; (g) provide remote access to "MEESH" to disable any software that "MEESH" had installed; (h) remove all signboards, banners, glow signboards of "MEESH" from its office and also all such material, which will indicate any association with "MEESH";
- (i) cease to promote, market or advertise "MEESH" or its products/services; and (j) the Retailer/D/SD shall grant "MEESH", its employees or agents, access to its information technology systems for a period of Ninety (90) working days after termination.
- 12.7 Upon "MEESH" serving a notice of termination, or upon expiry of the Term, the Retailer/D/SD shall ensure that during the period of 1 (one) month leading to the termination, all systems and procedures will be strictly adhered to and all customers are handled properly. All enquiries from customers will be diverted to "MEESH".
- 12.8 Notwithstanding the above, the Retailer/D/SD shall not, if so directed by "MEESH", discontinue the Services during the notice period and shall continue to provide the Services as per these Terms and Conditions until indicated otherwise by "MEESH".
- 12.9 In the event of termination of these Terms and Conditions, the Parties shall settle all claims existing between them, after reconciliation of the accounts. Thereafter, the Retailer/D/SD shall have no right or claim or entitlement of any kind of compensation or any other payment and "MEESH" shall not, under any circumstances, be liable or responsible, individually or collectively or fully or partly, for any kind of loss or expenses incurred by the Retailer/D/SD including any loss of profits, opportunity cost.
- 12.10 Upon termination of the Appointment in accordance with Clause 12 above, the following Clauses shall survive: Clause 5 (Intellectual Property); Clause 7 (Exclusivity and Non Compete); Clause 6 (Confidentiality); Clause 11 (Indemnity); Clause 13 shall survive the termination of these Terms and Conditions: Clause 5 (Intellectual Property); Clause 6 (Confidentiality); Clause 7 (Exclusivity and Non Compete); Clause 11 (Indemnity); Clause 13 shall survive the termination of these Terms and Conditions.
- 13 MISCELLANEOUS**
- 13.1 Governing Law: These Terms and Conditions shall be governed by, and construed in accordance with Indian law as such law shall from time to time be in effect, subject to Delhi Jurisdiction courts only.
- 13.2 Dispute Resolution: The Parties shall try to resolve disputes, if any, arising under these Terms and Conditions amicably failing which the same shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any modifications or re-enactments thereof. The arbitration shall be conducted by a sole arbitrator agreed between both Parties. The venue of arbitration shall be New Delhi only. The arbitration proceedings shall be in English. The award shall be final and binding on the Parties. A Retailer/D/SD is a business associate and the relationship is created under this agreement. In no way the Retailer/D/SD is a customer of "MEESH" and shall not be entitled to the remedy under consumer dispute Act. In the event of disputes between the Retailer/D/SD and any other operator of "MEESH" Retail Outlet, such disputes shall be resolved by an officer of "MEESH", whose decision shall be final and binding.
- 13.3 Non-Exclusive Appointment: The Retailer/D/SD hereby acknowledges that all of the rights provided under these Terms and Conditions including area of operation, without limitation, the limited license to use "MEESH" Intellectual Property are non-exclusive in nature and nothing herein shall be read to prejudice any right that "MEESH" has to any other person any other right or permission to perform the activities contemplated under these Terms and Conditions.
- 13.4 Force Majeure: If "MEESH" is prevented from performing any of its obligations under this Agreement due to any cause beyond "MEESH"'s reasonable control, including, but without limitation to, any act of God, fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, vandals, or hackers, major system break down and data loss beyond recoverable (a Force Majeure Event) the time for "MEESH" performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however that if "MEESH" is unable to cure that event within 30 (thirty) days of the Force Majeure Event ceasing, or such further time as may be granted by "MEESH", "MEESH" may terminate the Retailer's appointment without any compensation or damages.
- 13.5 Injunctive Relief: "MEESH" shall be entitled to injunctive relief in the event of breach of the terms of these Terms and Conditions by the Retailer/D/SD to prevent or curtail any actual or threatened breach by the Retailer/D/SD of the express provisions of these Terms and Conditions or purpose fundamental (though not expressed) to signing of these Terms and Conditions.
- 13.6 Relationship: The Services rendered by the Retailer/D/SD under this Agreement shall be provided to "MEESH" on "Principle to Principle" basis, and nothing in this Agreement creates or shall be deemed to create the relationship of partners, a joint venture, employer-employee, or principal-agent between the Parties. The Retailer/D/SD shall not, without "MEESH" prior written approval, either on its invoices, letterheads or any other place or by any other means, orally or in writing, make any statement or representation, calculated or liable to induce others to believe that the Retailer/D/SD is the agent of "MEESH" or do any act, deed or things to bind "MEESH" in any way in dealing with any third party (ies). The Retailer/D/SD is providing services to the customers and any dispute with the consumer shall be sole responsibility of the retailer.
- 13.7 Notice: Any notice required to be provided hereunder by one Party to the other shall be given in writing and shall be delivered by (i) personal messenger, (ii) proof of delivery requested courier service or (iii) facsimile. All notices shall be delivered to the address of the Parties as provided in the Retailer/D/SD Application Form.
- 13.8 Assignment: The Retailer/D/SD may not assign or delegate any of its rights or obligations hereunder without a prior written consent from "MEESH". Subject to the foregoing, the rights and obligations under these Terms and Conditions shall ensure to the benefit of, and shall be binding upon, the heirs, legatees, successors, representatives, and permitted assigns of the respective Parties.
- 13.9 For the purpose of this Agreement, the term "Software" shall include custom built software that is owned by "MEESH", or software that has been licensed from third party suppliers by "MEESH" and in relation to which "MEESH" has obtained the right to sub license from such third party suppliers.
- 13.10 The Retailer/D/SD shall not sublicense, assign or otherwise transfer the said Software to any person and/or any third party and is expressly prohibited from distributing, sublicensing, assigning, transferring or otherwise, the Software, or other technical documentation information pertaining thereto, or any portions thereof in any form.
- 13.11 The Retailer/D/SD shall not make any changes / modifications / alterations in entire / any part of Software / Intellectual Property of "MEESH".
- 13.12 Severability: If for any reason whatsoever any provision of these Terms and Conditions is or becomes, or is declared to be, invalid, illegal or unenforceable under applicable law, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefor, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability. Such invalidity, illegality or unenforceability shall not affect any other provisions of these Terms and Conditions, and these Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provision had never been contained in these Terms and Conditions, and the remaining provisions of these Terms and Conditions shall be given full force and effect.
- 13.13 Amendment: No change, alteration, modification or addition to these Terms and Conditions shall be valid unless in writing and properly executed by "MEESH".
- 13.14 Waiver: A waiver by "MEESH" in respect of a breach of a provision of these Terms and Conditions by the Retailer/D/SD will not be deemed to be a waiver in respect of any other breach and the failure of "MEESH" to enforce at any time a provision of these Terms and Conditions will in no way be interpreted as a waiver of such provision.
- 13.15 Third Parties: Nothing in these Terms and Conditions, unless expressly provided for herein, is intended to confer upon any person, other than the Parties hereto and their permitted successors and assigns, any rights or remedies under or by reason of these Terms and Conditions.
- 13.16 Further Actions: The Parties shall do or cause to be done such further acts, deeds, matters and things and execute such further documents and papers as may be reasonably required to give effect to the terms of these Terms and Conditions.
- 13.17 Costs: The Retailer/D/SD shall bear all taxes, fees, levies and other expenses in relation to its appointment pursuant to these Terms and Conditions.
- 13.18 Rights Cumulative: The rights, powers, privilege and remedies provided in these Terms and Conditions are cumulative and are not exclusive of any rights, powers, privileges or remedies provided by applicable law or otherwise. No failure to exercise nor any delay in exercising any right, power, privilege or remedy under these Terms and Conditions shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part. Similarly, no single or partial exercise of any right, power, privilege or remedy under these Terms and Conditions shall prevent any further or other exercise thereof or the exercise of any other right, power, privilege or remedy.

DECLARATION

I/We hereby apply to become a Retailer/D/SD of "MEESH HOLIDAYS PVT LTD (MEESH)" for facilitating/distributing/providing/marketing of different product/services/schemes/activities ("Services") facilitated/ provided/introduced/distributed/made available by "MEESH". If appointed as Retailer, I/We agree and confirm to abide by the rules and regulations of "MEESH" that may be in force from time to time. I/We hereby confirm that I am/We are engaged in sales/marketing of products/services in my/our organization and I am/We are competent and capable of the work assigned to me/us by "MEESH". I/We declare that the above information is true, correct and fair to the best of my/our knowledge and belief, and I/We further undertake to submit all necessary documents, papers, proofs, information and agreement as required by "MEESH" now or from time to time. I/We further declare that I/We have read all terms and conditions attached with this form for appointment as Retailer/D/SD and I am/We are ready to act as per such terms and conditions and all other terms and conditions informed to me/us by "MEESH" from time to time. I/We shall be liable/responsible for any breach of any terms/conditions mentioned by "MEESH". I/We shall be solely exclusively and absolutely liable/responsible for my/our any admission which shall be harmful (cost/consequence) to "MEESH"/its Affiliates. I/We also authorize "MEESH" to withhold any brokerage / commission / fees / charges / deposit due to me / us, if any, till submission of the said documentation, papers, information, proofs and agreement to the satisfaction of "MEESH".

Communication Disclaimer:

The Retailer/D/SD hereby understands and agrees that being a "MEESH" Retailer, "MEESH" may communicate include communications including but not limited to voice, sms, digital, video, and/or any other mode of innovative communication method, as deemed fit and proper by the Company and that these communications are considered as part and parcel of the Services. The Retailer/D/SD shall not be able to opt out of receiving these messages and/or communication in any way whatsoever and the Retailer/D/SD hereby agrees to receive any communication from the Company. The Retailer/D/SD also understands that the communication may include and contain advertisements.

I/We hereby also declare that I have also been apprised that these terms and conditions are also available on the website of the "MEESH" - www.impwala.com which have been duly perused by me on the website of the Company. I/We also undertake that and any change in the terms and conditions governing my/our appointment may not be notified by "MEESH" to me/us but shall be binding on me/us if the change in the terms and conditions are made online by "MEESH". I/We undertake to keep myself/ourselves updated in respect of change in the Terms and Conditions initiated/made by "MEESH" in its Website- www.impwala.com / www.meeshiholidays.com

I have read and fully understood and hereby confirm to undertake, accept and abide by the contents of these Terms and Conditions.

Dated :

Signature of the applicant

For : MEESHI HOLIDAYS PVT LTD

Authorized Signatory