

Electronic Service Agreement

This Service Agreement (hereinafter referred to as “**Agreement**”) is the definitive agreement between **Lawson Travel & Tours India Private Limited.**, a company incorporated under the Companies Act, 1956 and having its Registered Office at 201, Elite Square, 274, Perin Nariman Street, Fort Mumbai 400 001, India (hereinafter referred to as “**Lawson**”); and the “**Agent**” subscribing electronically to this service with his/its details captured separately. (Lawson and the Agent are hereinafter individually called “**Party**” and collectively, “**the Parties**”)

WHEREAS

1. Lawson is the owner of the Website www.lawsononline.com and agent.lawsononline.com (hereinafter referred to as “**the Website**”), and engaged in the business of providing ticketing, hotel bookings, travel insurance, car rentals, tours, packages and other travel and hospitality goods and services to travel agents;

2. The Agent is engaged in the business of providing travel services to its customers including ticketing, hotel bookings, travel insurance, car rentals, tours, packages and other alike services intends to avail the various facilities offered by Lawson through the Website 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, notated, 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 Lawson 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 Lawson online 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 Lawson , 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 null and void and shall be considered a material breach of this Agreement.

(ii) The Agent shall be solely responsible for all usage or activity on its account including, but not limited to, 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 promptly change the affected password and account information and notify Lawson of the problem by e-mailing it. It is however clarified that the Agent shall be fully 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 utilizing the license to access the Website through the login and password, the Agents may from time to time, at Lawson 's discretional written permission, make bookings by:

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

2.1.4.2. Accessing Lawson 's IATA account through sub-logins, with such tickets may never get posted/displayed/uploaded on the Website. Accordingly, it is expressly agreed that the Agent shall be fully liable for payments for the ticketing booked through these non-core methods as well.

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

2.1.6 The Agent shall inform Lawson 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 Lawson automated electronic booking system by any person.

2.1.7 The Agent shall use the services provided by Lawson at the prices advertised by Lawson on the Website (the latest price advised being applicable) provided that 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 account to Lawson in accordance with this Agreement.

2.1.8 The contents of the Website (including information, communications, images and sounds contained on or available through lawsononline.com) are provided by Lawson, its affiliates, independent content providers and third parties. The contents of the Website are copyright © Lawson , 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 Lawson

2.1.9 The Agent acknowledges that Lawson 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 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. Any improper travel documentation, the issuing agent will be responsible to bear the deputation charges.

2.1.11 Agent shall make delivery of tickets/vouchers & other required documents and collect the requisite details and payment from customers.

2.1.12 Agent and/or its Partner shall have no authority to bind Lawson to any third party commitments of any nature and Agent shall not hold out as an authorized representative of Lawson in any manner whatsoever to any third party.

2.2 Obligations of Lawson Travel & Tours India Private Limited

2.2.1 Lawson and its affiliates undertake not to disclose or divulge the Agent's personal information to any third party.

2.2.2 Lawson shall use all reasonable endeavours to check the accuracy of the Information published on Website.

2.2.3 Lawson 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 Lawson 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 Lawson's 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 Agent shall also make payment of voiding and refund charges at the rate determined by Lawson from time to time according to prevailing market standards plus penalty if any charged by the concerned airlines (i.e. no show, advance purchase violation, class abuse, ticketing time limit etc). These charges will be deducted from the Agent's ledger balance as and when they occur. Lawson reserves the right to amend the rates and schedules thereto from time to time through written communication including electronic mode.

3.3 The refund credit will be given back to the Agent after receipt thereof by Lawson from the Airline/Hotel/Supplier

3.4 Non-payment/delayed payment will be considered as the breach of the obligations of the Agent, and shall further attract a late payment interest at the rate of 18% per annum. Provided that, Lawson's receipt of the late interest amount shall not be deemed to be any waiver of the primary breach

3.5 Any voiding of ticket will be entertained only till 2000 Hrs.

3.6 Fare rules would be mentioned on Lawson.

4. Taxes

Lawson 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

5.1 Lawson does not warrant nor makes any representations regarding the accuracy or completeness of any data or information contained on the Website. Lawson 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.

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

5.3 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, and 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 agrees and undertakes to protect, defend, indemnify and hold harmless Lawson its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including reasonable legal fees and disbursements in connection therewith and interest chargeable thereon) arising from or relating to:

6.1.1 Any breach 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 Lawson 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 Lawson 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 that Lawson acts only as a website provider and therefore it 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. In no circumstances shall Lawson be liable for any activities/ services provided by the Agent.

7.2 The Website may contain links to other websites ("**Linked Sites**"). The Linked Sites are not under the control of Lawson 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. Lawson is not responsible for any form of transmission, whatsoever, received from any Linked Site. Lawson is providing these links to the Agent only as a convenience, and the inclusion of any link does not imply endorsement by Lawson of the site or any association with its operators or owners including the legal heirs or assigns thereof.

7.3 Lawson 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 Lawson has no control over and Lawson excludes all liability for any material on the World Wide Web, which can be accessed by using the Website.

7.4 Lawson 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 date the **Agent** electronically accepts the **Terms of Agreement** at the sign of registration on the website and shall continue to be in operation unless otherwise terminated by either Party in accordance with the provisions of this Agreement.

8.2 Either Party may terminate this Agreement with immediate effect by giving a notice to the other Party.

8.3 Lawson 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 Lawson 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 Lawson 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, Lawson reserves a rights to cancel all the unutilized bookings for the future dates wherein the Agent will fully indemnify and hold harmless Lawson against any claims of its customer in relation to such bookings.

8.5 In addition to the above, Lawson may terminate this agreement as follows;

(a) Upon 30 (thirty) calendar days prior written notice without giving any reason or

(b) Immediately upon written notice in the event Agent's 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 Lawson 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. Agent will 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.

8.8 With immediate effect from the date of termination, the Agent shall cease to use the services offered by Lawson and shall immediately deliver up to Lawson in accordance with the directions of Lawson all documents and other property (including without limitation financial and statutory records) belonging to Lawson (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 Lawson , 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 Lawson, 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 Lawson;

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, provided that this clause shall not apply to confidential information which comes into the public domain other than through the default of any member of the Agent;

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 Lawson 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 Lawson, its affiliates, independent content providers and third parties. The contents of this site are copyright © of Lawson , 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 Lawson

10.2 Lawson 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 and in accordance with the Laws of India, and subject to Arbitration provisions below, with the exclusive forum being courts at Mumbai.

12. Arbitration

12.1 Any and all disputes or controversies arising out of or in connection with the interpretation, performance or non-performance, or termination of this Agreement, shall, to the extent possible, be settled in the first instance by prompt and good faith negotiations between the Parties.

12.2 If the dispute cannot be settled within seven (7) days by mutual discussions, the dispute shall finally be settled by arbitration under the Arbitration and Conciliation Act, 1996 by a sole arbitrator to be appointed by Lawson. The venue of arbitration shall be Mumbai and the arbitration proceedings shall be conducted in English language.

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 shall not assign or transfer all or any of its rights or obligations under this Agreement without the prior written consent of Lawson.

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 wilfully misconduct itself.

15. Severability

The various provisions of the Agreement are severable and if any provision is found by the Parties hereto or is held to be invalid or unenforceable by any court of competent jurisdiction such invalidity or unenforceability shall not affect the validity or enforceability of any of its other provisions unless it goes to the root of the Agreement or radically affects it.

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 GENERAL PROVISIONS

17.1 Binding Effect; Benefit. This Agreement shall insure to the benefit of and are 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 Lawson , 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.

Lawson Travel & Tours Private Limited
201,Elite Square
274,Perin Nariman Street,
Fort,
Mumbai 400 001.

Schedule A for Advance Agents Payments

The Agent shall make payment for the services availed under this Agreement by cash/ cheque/ demand draft in advance. Advance payment may, in Lawson's sole discretion, attract a deposit incentive at a rate and threshold to be determined by Lawson .This deposit incentive policy is not binding and may be withdrawn or changed at the discretion of Lawson's management.

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 2 days before the BSP date if the payment is made by Cheque. In case the payment is being made by RTGS /Bank Transfers, the same should be received before the BSP Payment Schedule date.

b) The BSP payment schedule is being notified by IATA to all the IATA and 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 if the payment is made by Cheque. In case the payment is being made by RTGS /Bank Transfers, the same should be received by Wednesday for the previous week.

d) 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 or Cash Deposits. Any other terms and conditions communicated by Lawson 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 payments due and payable under this Agreement that remain unpaid on the relevant due date of payment shall accrue interest at the rate of 18% per annum from the due date of payment until full payment is made.

vii. Lawson 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. In addition, agent will pay a daily penalty of Rs 1000 for every day of delay in making full payment.

---- End of the Agreement ----