

AGREEMENT

THIS AGREEMENT ("Agreement") is made at MUMBAI this _____ day of _____ 200____ ,

BETWEEN:

AVENUES (INDIA) PVT. LTD., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 2, Krishna Villa, Ground Floor, Chapel Lane, Santa Cruz (West), Mumbai 400 054 and its Corporate office at Plaza Asiad, Second Floor, Station Road, Santa Cruz (West), Mumbai 400054 ("hereinafter referred to as "**the Master Merchant**", which term shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the ONE PART;

AND

_____, a company registered in _____ (Country) / a partnership firm registered in _____(Country)/ a proprietorship firm / An Individual having its office at

_____ (hereinafter referred to as "**the Sub merchant**", which expression shall unless it be repugnant to the context or meaning hereof shall be deemed to mean and include (i) in the case of the Sub Merchants being a sole proprietary concern / individual - the heirs, administrators, executors, legal representatives and permitted assigns of the Proprietor; (ii) in the case of the Sub merchant, being a partnership firm - the partners for the time being and from time to time of the firm, the survivor or survivors of them, their respective heirs, administrators, executors, legal representatives and permitted assigns and (iii) in the case of the Sub merchant, being a company - its successors and assigns (as the case may be) (iv) in the case of the Sub merchant being a Trust- The trustees from time to time of the trust, administrators, beneficiaries and the survivor or survivors of them, executors, legal representatives and permitted assigns (as the case may be) of the OTHER PART

Sub Merchant contact details are listed below:

a) Sub Merchant Name, Key Contact's name and complete Mailing address:

b) Telephone number/s including mobile number of Key contact:

c) Facsimile number :

d) E-mail address : (Corporate Email)

e) Website URL as well as Corporate URL

f) Residential address and contact info of key contact personal

g) Bank Account Number _____ Account Name _____

Signing Authority/ies _____

Bank Branch Address _____

Telephone Number _____

h) Bank Swift Code number _____

i) Bank Branch Transit number _____

j) For NEFT settlement

1.	City :	
2.	Bank :	
3.	Branch :	
4.	IFSC code of beneficiary bank:	
5.	Beneficiary A/c Type & No.:	
6.	Full Name of beneficiary :	
7.	Customer Id (if any) :	

WHEREAS

Various Financial Institutions, Credit Card Associations, Acquiring Banks and Technology Service providers and as well as third party service providers have signed with the Master Merchant from time to time (herein after collectively referred to as the **'facility providers'**) are in the business of providing information technology services including but not limited to Internet based electronic commerce, Internet Net Banking third party transfer services, online Event Management System, Hotel Reservation System, Electronic Payment System, Internet payment gateway and electronic software distribution services. These facility providers allows the Master Merchant to use their proprietary software's, Net Banking facilities and Internet Payment Gateways developed by them to route credit/charge/ debit card transaction entered into on the internet to third party clearing houses/ Acquiring banks.

The Master Merchant has devised an online Event Management System, Hotel Reservation System and Electronic Payment System called 'EventAvenue' ("The Master Merchants Event Management System, Hotel Reservation System and Electronic Payment System");

The Sub merchant has established a website for use by its customers namely; _____

The Sub merchant wishes to use the Master Merchants Event Management System, Hotel Reservation System and Electronic Payment System and allow persons viewing the Sub Merchant's website to make online registration and booking with real time payments with the Sub merchant using the Master Merchant's Event Management System, Hotel Reservation System and

Electronic Payment System and the Master Merchant agrees to allow the Sub merchant to use the Master Merchants Event Management System, Hotel Reservation System and Electronic Payment System on the terms and conditions set out herein. The Parties hereto are desirous of executing this Agreement to record the terms and conditions of the services as under:

NOW THE PARTIES HEREBY AGREE AS FOLLOWS:

Definitions:

- a) **"Agreement"** shall mean this agreement, declaration and indemnity and any and all schedules, appendices, annexures and exhibits attached to it or incorporated in it by reference.
- b) **"Customer"** means any person holding a Valid Credit Card/Debit card/Net Banking Account and who desires to make use or purchase Services or Products from the Sub-merchants and makes payment for the same over the Internet on the sub- Merchant's and Master merchant's Web sites using a Valid Credit Card/Debit Card/Net Banking Account.
- c) **Payment Mechanism** means the payment mechanism through the Internet utilizing the credit card processing facility of various facility providers and through such other modes and mechanisms of payment and delivery, as may be notified by the Master Merchant from time to time.
- d) **"Effective Date"** means the date of execution of this Agreement by the Sub merchant.
- e) **"Issuing Bank"** in respect of a Customer, means the bank, which has issued the Valid Credit Card to the Customer with which Customer makes the payment for the Sub merchant's Products or Services.
- f) **"Transaction Discount Rate"** means, as agreed by both parties from time to time and as mentioned in Annexure of this agreement.
- g) **"Master Merchants Site"** shall mean the web sites with the domain names "<http://www.EventAvenue.com>" established by the Master Merchant for the purposes of enabling online registration and booking with real time payments on-line instructions by the Customers of the Sub merchant to the Master Merchant.
- h) **"Sub merchants Site"** shall mean the web-site with the domain name http://www._____ established by the Sub merchant for the purposes of enabling its Customers to use or purchase and avail other services through the Internet.

1. Term/Duration of the Agreement:

This Agreement shall continue until a notice of cancellation by the Master Merchant or the Sub Merchant is given, or until terminated under other provisions of this Agreement. The Master Merchant reserves the right to terminate this Agreement without cause upon notification to the Sub Merchant. The Master Merchant may further terminate this Agreement immediately without notice at any time if the Sub Merchant breaches any part of this Agreement, or if any program or facility used by Master Merchant to implement this Agreement is disrupted or terminated for any reason.

2. The Sub merchant ship Fees/Transaction Fees:

The Sub merchant ship Fees and Transaction Fees to be paid by the Sub merchant will be as specified in the Annexure. The 'EventAvenue' software usage fees and the Transaction Discount Rate may be revised quarterly by the Master Merchant, and the Master Merchant will advise Sub merchant of any such change not less than 30 days in advance of its effectiveness.

3. Updating the Master Merchants online Event Management System, Hotel Reservation System and Electronic Payment System and Accommodation Information:

The Sub merchant is responsible for maintaining and updating all of its information on the Master Merchant's Online Event Management System, Hotel Reservation System and Electronic payment system Event Avenue and payment system. The Master Merchant will not be liable in any way and the Sub merchant hereby indemnifies and keep indemnifies the Master Merchant and the facility providers regarding the same.

4. Acceptance of Charges with Full Recourse:

The Sub merchant agrees that payment made in respect of any Order, which proves to be uncollectible from the Customer and in respect of which the Issuing Bank raises a claim on any of the Master Merchant and/or the Facility Providers. The Sub merchant agrees to the non-payment of such Order or the charging back of such uncollectible charge as the case may be without any demur or protest, dispute or delay. The Sub-Merchants further agrees, confirms, undertakes and guarantees that the non-payment of such order or the charging back of such uncollectible charge as the case may be, shall be the personal responsibility / liability of all the promoters and directors in their individual capacity if the Sub- Merchants is a Limited Company. Without prejudice to the provisions of the aforesaid, the following payments shall be deemed to be uncollectible:

- a) Any payments involving the alleged forgery of the Customer's Card Number and PIN, or that of the Card Number, Card Expiry date, Customer Name, Transaction amount, etc. of whatsoever nature. In such an event, the Master Merchant, the facility providers and the Acquiring Banks shall not be required to check the veracity of any alleged fraud and shall be entitled to rely upon the allegation made by the original card holder.
- b) Any payment which the Customer refuses to honour or demands a refund of because the customer had not availed (cancelled) the services of the Sub merchant and/or the Product/services purchased from the Sub-Merchants was not as promised or was defective, deficient, incomplete and /or unsatisfactory for any reason whatsoever.
- c) Any charge/debit which is a suspect charge.
- d) Any charge/debit made on a card other than a Valid Card.
- e) Any charge/debit for merchandise or services in an amount in excess of the Price.
- f) Any charge/debit for undelivered merchandise or services.
- g) Any charge / debit arising out of any alleged hacking, breach of security or encryption (if any) that may be utilised by the Master Merchant, the facility providers and the Acquiring Banks from time to time.

The Sub merchant hereby authorises the Master Merchant to appropriate the Sub Merchant's current balance amounts with the Master Merchant to the extent of the aforesaid uncollectible amounts and any other moneys due to the Master Merchant by the Sub merchant in terms of this Agreement in respect of a Customer Charge without any demur, protest, dispute or delay. If there is insufficient funds available therein; the Sub merchant shall on finding out negative balance in his EventAvenue Merchant Accounting and Research System (M.A.R.S) Interface and/or on receipt of the e-mail from the Master Merchant and/ or claim from the Master Merchant undertakes forthwith without any demur, protest, dispute or delay, to pay to the Master Merchant, the amount of the refund to the extent to which such funds proves inadequate. Without prejudice to any other of Master Merchants rights and remedies, in the event that the Sub-Merchant does not make any payment to Master Merchant by its due date or on demand as required under this Agreement, the Master Merchant shall be entitled to charge daily interest on such overdue amount from the due date of demand (as the case may be) until the date of payment in full, at the rate of 2.5% per month, as well after as before judgment.

5. PAYMENT TO THE SUB MERCHANT

Subject to the provisions of clause 4,9,10 and Annexure the Master Merchant agrees to pay the Sub merchant the Customer Charge less the Transaction Discount Rate for all Services/products provided by the Sub merchant to its customers for all services/products ordered by them on the Sub Merchant's website and through the Master Merchant's systems subject to the proof of service/delivery being electronically submitted to the Master Merchant through the EventAvenue M.A.R.S. interface and all inquiries, disputes, cancellations and refunds processed on account of Sub Merchant's Customer Charges during the period. The payment due to the Sub merchant will be equal to the sum of all Customer Charges for products/services, which have been delivered/executed/served within the specified time period LESS:

the sum of all Customer Charges denied, refused, or charged back by the Customer or the credit card service provider during the period;

all inquiries, disputes, cancellations and refunds processed on account of Sub-Merchant's Customer Charges during the period;

any taxes, penalties, rolling reserves, charges or other items reimbursable under any of the provisions of this Agreement or otherwise occurring during the period;

any amounts due which the Master Merchant is entitled to receive with respect to any other transactions with the Master Merchant

any charges, penalties or any amount imposed by the Card Associations, Acquiring Banks or Facility providers upon the Master Merchant with respect to any transactions done through Sub Merchant's site.

the Master Merchant's transaction discount rates as mentioned in Annexure below and any bank fees, transaction fees or service penalty fees incurred by the Master Merchant due to charge backs or excessive refunds.

6. Indemnity:

The Sub merchant hereby undertakes and agrees to indemnify the Master Merchant and the Facility Providers and hold Master Merchant and the Facility Providers harmless and keep the Master Merchant and the Facility at all times fully indemnified and held harmless from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of the Master Merchant and the Facility Providers on a solicitor / attorney and own client basis), awards, damages, losses and/or expenses however arising directly or indirectly against any claim by the Hotels, customers or any third party against the Master Merchant and the Facility Providers.

7. No Consequential Damages:

Without prejudice to any other provisions of this Agreement, Master Merchant and the Facility Providers shall not be liable to the Sub merchant for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Master Merchant's and the facility providers systems, facilities and services, and/or this Agreement.

8. Right to resell:

The Sub merchant agrees that the Master Merchant has the right to use, reproduce, display, distribute and transmit on the Master Merchant's websites EventAvenue.com web-site, and any of the Master Merchants partner's/ Affiliates, Events web-sites, any information or material provided by the Sub merchant of its Event for the purposes of selling the Sub merchant's product and services through these channels.

9. Termination:

a) Termination for Breach.

The Master Merchant may terminate this Agreement forthwith, if the Sub merchant commits any breach of the terms of this Agreement.

b) Termination in Case of Violation of Law.

In addition to any other termination rights granted by this Agreement, the Master Merchant may terminate this Agreement immediately without liability upon verbal or written notice if (i) the Master Merchant or the Facility Providers is notified or otherwise determines in good faith that the Sub merchant or is using the Master Merchants services and facilities in furtherance of any activity which violates any law, rule, or regulation or (ii) the Master Merchant or the Facility Providers or any of their directors, officers, stockholders, employees or agents are made the subject of a criminal or civil action or investigation or are threatened by such action as a consequence of use of the Facility or services by the Sub merchant.

c) Termination by notice

In addition to any other termination rights granted under this Agreement, either Party may terminate this Agreement on 30-days written notice to the other.

d) Termination for non-use

The Master Merchant may terminate this Agreement without any notice, if the Sub merchant fails or neglects to use the facilities and services of the Master Merchant and the acquiring Banks for a continuous period of 180 days.

e) Termination due to change in rules of Card Associations:

In the event that any of the facility providers modify their rules or institutes new rules relating to I.P.S.P.'s, the Master Merchant reserves the right to terminate this agreement.

f) Withholding of charge on termination

In the event that either of the Parties serve a notice of termination of this Agreement on the other party, the Master Merchant shall be entitled to withhold for a period of 210 days from the date of such notice, 40 % of amounts payable to the Sub Merchant in terms of Clause 5 of this Agreement in respect of each Customer Charge arising after the date of such notice. In the event that the Master Merchant terminates this Agreement as a result of breach of any of the terms of this Agreement by the Sub Merchant, the Master Merchant shall be entitled to withhold for a period of 210 days from the date of such breach 100 % of amounts payable to the Sub Merchant in terms of Clause 3 of this Agreement in respect of each Customer Charge arising after the date of such breach.

10. On Termination, all information and links to the Master Merchants Online Event Management System, Hotel Reservation System and Electronic payment system may be removed without further notice, but all successful transactions processed via the Master Merchants Event Management System, Hotel Reservation System and Electronic payment system up to and including the date of termination will be honoured and all outstanding Sub merchant ship Fees, Transaction Fees (if any) and other amounts due to the Master Merchant under this Agreement will be paid by the Sub merchant within seven (7) days of the date of termination without any demur, protest, dispute or delay. Without prejudice to any other of Master Merchants rights and remedies, in the event that the Sub-Merchant does not make any payment to Master Merchant within seven (7) days, the Master Merchant shall be entitled to charge daily interest on such overdue amount from the due date of demand (as the case may be) until the date of payment in full, at the rate of 2.5% per month, as well after as before judgment.

11. Authority:

The person entering into this Agreement on behalf of the Sub merchant represents and warrants to the Master Merchant that he or she has all requisite corporate power and authority to enter into this Agreement on behalf of the Sub merchant, that this Agreement has been duly authorized by the Sub merchant and that this Agreement will constitute a legal, valid and binding obligation of the Sub merchant.

12. Force Majeure:

The Master Merchant and the Facility Providers shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

13. GENERAL PROVISIONS:

a) Variations of Agreement

The Master Merchant reserves the right at all times to vary or amend these terms and conditions or to introduce new terms and conditions. Any such variations or amendment or introduction will become effective and binding on the Sub merchant upon notification to the Sub merchant by ordinary post and if the Sub merchant is unwilling to accept such variation or amendment or introduction, the Sub merchant shall notify the Master Merchant in writing by Registered Post within five days from the receipt of the notification by the Master Merchant.

b) Assignment.

The Sub merchant may not assign this Agreement without the prior written consent of the Master Merchant. The Master Merchant may assign all its rights, titles, and benefits under this Agreement to any of its affiliates. This Agreement shall apply to and bind any successor or permitted assigns of the Parties hereto.

c) Survival of Provisions.

Notwithstanding any other provision to the contrary herein, terms which by their nature survive termination or expiration of this Agreement shall bind the parties following any expiration or termination of this Agreement.

d) Jurisdiction and governing law.

The laws of India only and no other nation shall govern this Agreement. The Parties agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under or in relation to these terms and conditions.

e) Notices

Any notice, direction or instruction given under this Agreement shall be in writing and delivered by hand, post, cable, EMAIL, facsimile or telex to

In the case of the Sub merchant

In the case of the Master Merchant

<p>Name: Address: Fax: Email: ATTN:-</p>	<p>Name: AVENUES INDIA PVT. LTD., Address : PLAZA ASIAD, LEVEL II, S.V.ROAD, SANTACRUZ (WEST), MUMBAI 400 054. INDIA. Fax: - 91-22-26480772 Email: accounts@eventavenue.com ATTN:- Mr. Vishwas Patel</p>
--	--

Notice will be deemed given:

in the case of hand delivery or registered mail or overnight courier upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the receiving party;

in the case of facsimile upon completion of transmission as long as the sender's facsimile machine creates and the sender retains a transmission report showing successful transmission. Provided that in case of the date of receipt not being a business day, notice shall be deemed to have been received on the next business day. Provided further that in case of a notice being forwarded by facsimile, a copy of the notice shall also be forwarded by hand delivery, registered mail or overnight courier services.

The address for notice may be changed by either party by giving notice to the other party as provided herein.

Nothing in the aforesaid clauses shall affect any communication given by way of the internet or other electronic medium as otherwise provided in this Agreement for the purpose of rendering the services.

14. Arbitration:

The parties will endeavor to settle amicably by mutual discussion any disputes, differences or claims whatsoever related to this agreement. Failing such amicable settlement the dispute shall be settled by arbitration. The Arbitration and Conciliation ct 1996 shall govern the arbitration proceedings. The arbitration shall be held in Mumbai, India. The language of arbitration shall be English and the arbitral award shall be final and binding on both the parties. The arbitration proceedings will be held before the sole Arbitrator appointed by the Master Merchant. Any arbitration award will be final and binding on the parties, and judgment there on may be entered in any court of competent jurisdiction. This agreement (including its jurisdiction clause) shall be governed by, construed and take effect in accordance with the laws of India. The courts of Mumbai shall have jurisdiction in all matters.

ACCEPTANCE FORM

The undersigned Sub-merchant hereby agrees to all of the terms and conditions contained in this Agreement. The individual named below represents and warrants that he/she has been properly authorized to enter into and perform this Agreement on behalf of the named Sub-merchant.

On Behalf of the Sub merchant

On Behalf of the Master Merchant

<p>_____ (Signature) Name: Title: Date: Witnessed by:</p>	<p>_____ (Signature) Name: Vishwas Patel Title: CEO, Avenues India Pvt. Ltd. Date: Witnessed by:</p>
--	---

Annexure:

Consideration –

1. The Sub Merchant shall pay to the Master Merchant:

- Transaction Discount Rates at _____% + _____% (service tax as applicable) of the Transaction Amount on credit card and 4 % on net banking
- One Time, Non Refundable Set Up Fee of Rs. _____/- + _____/- (service tax as applicable).
- Per Event Charges Rs _____/- + _____/- (service tax as applicable).
- Annual Software Maintenance Cost of Rs. _____/- + _____/- (service tax as applicable) payable in advance in April of every Year OR Pro Rata Thereof.
- Rolling Reserve _____% of the net payable amount / settlement amount (for 180 days)..
- Additional Currency:- _____ (Currency Name) U.S.D / EURO / GBP / SGD _____/-
- Acquiring Currency: - INR/USD/EURO/GBP/SGD/.
- Settlement Currency: - INR.

2. Payment Schedule – Weekly.

3. SMS Email to fax and wire transfer fees will be charged separately.

