

Agreement Between BidMyTrip and Service Providers

This Agreement is between BidMyTrip [referred as BMT], which is a part and parcel of United Solutions, and “Service Providers (SP)” referred as “Agents” providing tour packages and holiday packages and all related services on the BidMyTrip Platform

1. INTRODUCTION

1.1 BMT is a platform for searching, browsing and booking tour/holiday packages including one or more of the related bookings such as travel by air, bus, train, taxi, hotels etc.

1.2 BMT acts solely as a facilitator between Users and You as a Service Provider(SP) and is not responsible for the actual delivery of services to the users by You as a Service Provider.

1.3 By using BMT's Services, the Service Provider (SP) agrees to be bound by this Agreement and any applicable Terms of Service ("TOS"). If you do not agree, then you must not use BMT's platform and services.

1.4 In the event of a conflict between this Agreement and any additional terms within specific BMT pages or documents, this Agreement shall prevail.

2. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set out below:

2.1 "Agreement" means this Agreement between BidMyTrip which is a part and parcel of United Solutions and Service Provider (SP), as amended from time to time.

2.2 "Service Provider" (also referred to as SP) or “you” or “agent”, means any tour operator, travel agent, airline, hotel, bus, train, taxi service/company/operator or other third-party provider whose services are made available through BMT's platform.

2.3 "Services" means all services, products and information such as tour/holiday packages and related services made available through BMT's websites, mobile applications and other sales channels.

2.4 "TOS" means the Terms of Service applicable to specific products or services offered on BMT's platform.

2.5 "User" means any person who accesses or uses BMT's Services bids, and makes bookings of tours, holiday packages and other services.

2.6 "Personal Booking Tool" means any tool or feature on BMT's platform or app that allows you to register, list your tour or holiday packages and offers and interact on the BMT platform as per provision made for you as a Service Provider where Users can make bookings on behalf of themselves or others.

3. APPLICABILITY OF THE AGREEMENT

3.1 This agreement ("Service Provider Agreement") incorporates the terms and conditions for BMT to provide the platform and facilities, as required, for the Service Providers intending to participate on BidMyTrip for enlisting and offering to the users any products and/or services offered through BMT's websites. You as the party providing holiday/tour packages and related services are referred to as "Service Provider" or “SP”.

3.2 Both the Service Provider and BMT are individually referred as 'party' to the agreement and collectively referred to as 'parties'.

3.3 BMT shall have no liability for your services booked by Users through the Personal Booking Tool, except to the extent arising from BMT's own gross negligence or fraud.

3.4 The terms and conditions herein shall apply equally to both the singular and plural form of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter form.

4. Service Provider or “Agent” ACCOUNT AND PASSWORDS

4.1 By using the Account and Accessing service on BMT's websites or app, you as a service provider/agent authorize BMT and its agents to access third party sites, including that of Banks and other payment gateways, designated by them or on their behalf for retrieving requested information.

4.2 While registering, as a Service Provider(SP) you will choose a password and you are responsible for maintaining the confidentiality of the password and the account.

4.3 The Service Provider (SP) is fully responsible for all activities that occur while using their password or account. They must notify BMT immediately in writing of any unauthorized use of their password or account or any other breach of security. The SP shall not use anyone else's password at any time.

4.4 BMT shall not be liable for any loss arising from unauthorized use of a User's account, unless such loss is caused by BMT's own negligence.

5. Service Provider OBLIGATIONS

5.1 BMT is responsible only for the transactions that are done by the Service providers or the Users through BMT. BMT will not be responsible for screening, censoring or otherwise controlling transactions, including whether the transaction is legal and valid as per the laws of the land of the User.

5.2 The Service Provider warrants that they will abide by all such additional procedures and guidelines, as modified from time to time, in connection with the use of the BMT platform and facilities. The SP further warrants that they will comply with all applicable laws and regulations regarding use of the BMT Platform, its facilities and services with respect to the jurisdiction concerned for each transaction.

5.3 The representative of the Service Provider is fully and duly authorized person to agree to the terms and conditions set forth here on behalf of the Service Provider she/he represents and confirms that the she/he is of legal age to enter into a binding contract and is not a person barred from availing services or entering into such an agreement under the laws of India or other applicable laws.

5.4 The SP shall not use BMT's Services for any commercial resale or redistribution without BMT's prior written consent.

5.5 The SP shall be required to read and accept the relevant TOS for participating and registering as an “Agent” or an SP on BidMyTrip.

5.6 The SP shall provide users clear and unambiguous terms and conditions for each booking of any tour/holiday packages and all related services and shall ensure communication of the same to the users over and above those stated here.

5.7 The SP are responsible to get confirmation that the user agrees to the terms and conditions laid out by SP. The SP shall be fully and solely responsible for compliance with the terms of the

terms and rendering the services as per the terms and conditions set out by you as a service Provider with whom the User chooses to deal with.

5.8 BidMyTrip is NOT responsible and will not be held responsible for any lapse on the part of the SP in provision of the services booked by the users of BMT.

6. FEES AND PAYMENTS

6.1 BMT acts solely as a facilitator/intermediary between Users who search, browse and book tour packages/holiday packages offered by the Service Provider ("SP"), and does not itself act as a tour operator or supplier of the underlying tour/holiday package. The User places a bid specifying their tour requirements, which is communicated through the BMT platform to all participating SPs. An SP may respond to any bid with explicit, unambiguous terms and conditions of the proposed tour/holiday package, including price inclusive of all SP-side taxes, fees and charges. Upon the User's review and acceptance of an SP's quote, the User shall make payment of the agreed amount, together with any taxes, fees and charges applicable on the transaction. The amount so received by BMT shall be held on behalf of, and remitted to, the SP, subject to deduction of:

- (i) BMT's commission, currently 5% of the transaction value (exclusive of applicable GST, which shall be charged additionally on the commission); and
- (ii) any statutory deductions required under Clause 6.8 and 6.9. The entire process shall be system-managed by BMT. BMT reserves the right to revise the commission percentage from time to time, subject to the notice requirement in Clause 6.5.

6.2 BMT will remit the transaction amount to the SP after deducting: (a) BMT's commission under Clause 6.1; (b) tax deducted at source under Clause 6.8; (c) tax collected at source under Clause 6.9; (d) any other applicable government charges, fees and taxes; and (e) cancellation fees as per the SP's own terms and conditions, where applicable. Amounts collected up to the 20th of every calendar month shall be remitted to the SP's registered bank account between the 25th and 28th of that month, along with a statement itemizing the gross transaction value, commission, TDS, TCS and net amount remitted for each transaction in that settlement cycle.

6.3 The SP is solely responsible for clearly disclosing its terms of booking, cancellation and changes as per its own policies, and the User is solely responsible for reviewing the SP's quotation and terms, and understanding the applicable payment terms, BEFORE making payment. The SP shall transparently disclose all charges, fees, duties, GST and other taxes, and assessments arising from the tour/holiday package, and shall remain solely responsible for the collection and remittance of GST (and any other tax) on the underlying tour/holiday package as the actual supplier of that service, without prejudice to BMT's separate obligation to deduct tax at source and collect tax at source under Clauses 6.8 and 6.9.

6.4 BMT reserves the right to charge the SP listing fees for certain listings, as well as transaction fees for certain completed transactions on the platform. All such charges and fees shall be indicated clearly on the platform in advance, shall be exclusive of applicable GST (which shall be charged additionally), and shall be subject to the notice requirement in Clause 6.5

6.5 BMT may modify its commission, fees and charges from time to time, provided it gives the SP at least 7 (seven) days' prior written notice through its platform and tools. Any such modification shall apply only to transactions initiated after the notice period expires and shall not affect the commission/fee rate applicable to bids already accepted by the User prior to that date

6.6 **Short-Charging Due to Technical Error.** (i)Where, due to a bonafide technical, system or reconciliation error on the part of BMT ("**Technical Error**"), BMT fails to deduct or under-deducts the commission, fees, taxes, or other amounts due to it from the SP under this Clause 6, resulting in the SP receiving an amount in excess of what it was entitled to ("**Shortfall**"), BMT shall notify the SP of such Shortfall, together with a transaction-wise breakdown, within 7 (seven) days of BMT becoming aware of it, and in any event no later than 90 (ninety) days from the date of the transaction giving rise to the Shortfall. BMT shall not raise and the SP shall not be liable for, any short-charging claim notified after expiry of this 90 (ninety) day period.

ii) Recovery of the Shortfall from the SP, whether by set-off against future settlements or otherwise, may be made only with the SP's prior written consent (including consent given by email), which consent shall not be unreasonably withheld where the Shortfall is duly substantiated by BMT's transaction records. If the SP disputes the Shortfall or does not respond within 14 (fourteen) days of notification, the matter shall be referred to the dispute resolution mechanism under Clause [18], and BMT shall not, pending such resolution, withhold, set off, or make any unilateral deduction from the SP's account, payment instruments, or future settlements.

6.7 **Decline of Authorization — Preset Transaction Limits.** (i)BMT, acting as merchant for the purposes of payment processing, shall be under no liability for any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction where such decline occurs solely on account of the Cardholder (i.e., the User, or the User's authorized payment instrument holder) having exceeded a preset transaction limit set in accordance with the applicable card network/acquiring bank rules

and RBI guidelines from time to time, and agreed between BMT and/or the SP with the acquiring bank.

(ii) Where a Transaction is declined on account of such preset limit, BMT shall promptly notify the User of the decline and, where feasible, the reason therefore, to enable the User to retry payment through an alternate mode or instrument.

6.8 Tax Deductions [GST, TDS/TCS]

(i) In addition to the Commission referred to in Clause 6.1, BMT shall be entitled, and where mandated by applicable law shall be obligated, to deduct tax at source ("TDS") on the gross amount payable to the SP in respect of each transaction facilitated through the platform, in accordance with Section 393(1) [Table: Sl. No. 8(v)] of the Income-tax Act, 2025 (corresponding to erstwhile Section 194-O of the Income-tax Act, 1961), at the rate prescribed thereunder from time to time.

(ii) Where the SP does not furnish a valid Permanent Account Number (PAN), BMT shall deduct TDS at the higher rate prescribed under Section 394A of the Income-tax Act, 2025 (or successor provision).

(iii) BMT shall issue the SP a TDS certificate within the time prescribed under applicable law, and such deduction shall be reflected in the SP's Form 26AS/Annual Information Statement. For the avoidance of doubt, where TDS has been deducted by BMT on the gross transaction amount under this Clause, no further tax shall be deductible by the SP on the commission invoiced by BMT under Clause 6.1, in line with CBDT Circular No. 20 of 2023 (or any successor clarification)

(iv) BMT, as an "electronic commerce operator" under the Central Goods and Services Tax Act, 2017 and corresponding State/Union Territory GST enactments, shall collect tax at source ("TCS") on the **net value** of taxable supplies of tour/holiday packages made through the platform by the SP, at the rate prescribed under Section 52 of the said Act from time to time, and shall remit the same to the appropriate Government and furnish the prescribed statement.

(v) Such GST-TCS shall be reflected in the SP's electronic cash ledger/Form GSTR-2B, as applicable, and is separate from and in addition to the TDS referred to in Clause 6.8 and the Commission referred to in Clause 6.1. GST on the tour/holiday package price itself remains the sole liability of the SP as supplier of that service, to be collected from the User and remitted by the SP in accordance with Clause 6.3.

7. CANCELLATIONS, MODIFICATIONS AND REFUNDS

7.1 SP must make their policy on Cancellations, Modifications and Refund very clear to the users. Any requests for unutilized or "no-show" bookings must be submitted by Users within 60 (sixty) days from the scheduled date of departure or service, for any reason and will subject to and processed as per cancellation policy of you, the service provider.

7.2 Refunds will be processed as per the relevant Service Provider's policy. BMT shall endeavour to process approved refunds within 10 (ten) to 15 (fifteen) business days of receipt of the refund request. No refund shall be payable for requests made after the 60-day window, and unclaimed amounts shall be deemed forfeited. The total amount accrued till 20th of every month minus- the cancellation/refund amount and any other applicable fees, taxes, charges etc, shall be credited to the account of the SP between 25th-28th of every month.

7.3 Cancellation and modification policies are set by you as the Service Provider. You are responsible to make it clear to the Users and ensure users must review these policies carefully before booking.

7.4 BMT reserves the right to cancel a booking without prior notice if the User or Service provider has provided incorrect, fraudulent or misrepresented information.

8. FORCE MAJEURE

8.1 In exceptional circumstances where service providers are unable to provide all or part of the services related to holiday/tour booking such as airline travel, bus, train or other transport, or hotels, due to reasons like climatic conditions, labour unrest, insolvency, business exigencies, government decisions, operational and technical issues, route and flight cancellations etc must make it clear to the users the remedial measures and refunds they intend to provide. The SP agrees that BMT, as a facilitating agent, shall not be responsible for any such circumstances and customers will contact the Service Provider directly for resolutions and refunds.

8.2 Notwithstanding clause 8.1, BMT shall provide timely communications and updates to affected Users which shall be according to terms and conditions stated by the service providers and as per their communication to BMT regarding the matter.

8.3 In the event of BMT's own technical failure resulting in non-provision or material modification of services, BMT shall refund the full amount paid by the User without deduction of any cancellation charges attributable to BMT's failure. This provision shall not apply to cancellation charges imposed by third-party Service Providers.

8.4 BMT shall not be liable for delays or failures in performance due to causes beyond its reasonable control, such as acts of God, fire, strikes, government acts, terrorism, natural disasters, unrest, conflict, war or security problems. In such events, the User as well as BMT will be notified by the SP as promptly as circumstances permit.

8.5 Without prejudice to clause 9 (Limitation of Liability), the maximum liability of BMT in respect of force majeure events shall be limited to the refund of amounts actually paid by the User to BMT for the affected service, less any cancellation charges imposed by you as the Service Provider.

9. LIMITATION OF LIABILITY AND DISCLAIMERS

9.1 To the extent BMT acts only as a facilitator on behalf of third party service providers, it shall not have any liability whatsoever for any aspect of the standards of services provided by the service providers.

9.2 The Services are provided on an "as is" and "as available" basis as listed by the SP on the BMT platform. BMT may change the features or functionality of the Services at any time, in its sole discretion, without notice. BMT expressly disclaims all warranties of any kind, whether

expressed or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

9.3 In no event shall BMT and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential or other damages, including loss of use, data or profits, arising out of or connected with the use of BMT's websites or Services. Notwithstanding the foregoing, nothing in this Agreement shall limit BMT's liability for its own gross negligence, fraud, or willful misconduct.

9.4 BMT's maximum aggregate liability to a User in connection with any claim shall not exceed the total amount paid by the User to BMT for the specific service in respect of which the claim arises.

9.5 The SP understands and agrees that any material and/or data downloaded or otherwise obtained through the use of the Service is done entirely at their own discretion and risk. BMT will strive to ensure that content on its websites is free of any virus or malware.

10. INTELLECTUAL PROPERTY

10.1 BMT may provide contents such as sound, photographs, graphics, video or other material contained in sponsor advertisements or information. This material may be protected by respective copyrights, trademarks, or other intellectual property rights and laws.

10.2 The User may use this material only as expressly authorized by BMT and shall not copy, transmit or create derivative works of such material without express authorization.

10.3 The User acknowledges and agrees that they shall not upload, post, reproduce, or distribute any content on or through the Services that is protected by copyright or other proprietary right of a third party, without obtaining written permission of the BidMytrip/rightful owner of such right.

10.4 Unless otherwise specified, BMT's Services are limited to the features and facilities offered to the SP. The SP may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the BMT website(s) without BMT's express written approval.

11. THIRD-PARTY LINKS AND ADVERTISERS

11.1 BMT is not responsible for any errors, omissions or representations on any of its pages or on any links or on any of the linked website pages and advertisers' content. BMT does not endorse any advertiser on its web pages in any manner except the accepted commercial promotions.

11.2 The linked sites, such as website or app of the SP, are not under the control of BMT and BMT is not responsible for the contents of any linked site or any link contained in a linked site, or any information given in the advertisements and promotions of third parties on its website. Inclusion of any link does not imply endorsement of the site by BMT.

11.3 SPs are requested to verify and ensure the accuracy of all information they provide about themselves on any of their platform such as website, app, or Social media.

12. CONFIDENTIALITY

12.1 Any information which is specifically mentioned by BMT as Confidential shall be maintained confidentially by the SP and shall not be disclosed unless as required by law or to serve the purpose of this Agreement and the obligations of both the parties therein.

13. DATA PROTECTION AND PRIVACY

13.1 BMT collects and processes personal data (including name, email address, payment details and mobile number) in connection with the Services. BMT's Privacy Policy, available at [<https://bidmytrip.net/privacy-policy>], governs the collection, use and processing of such data and forms part of this Agreement.

13.2 BMT complies with applicable data protection laws, including the Information Technology (Amendment) Act, 2008 and the Digital Personal Data Protection Act, 2023 (DPDPA).

13.3 SPs have the right to access, correct and request erasure of their data, subject to applicable laws. Requests may be directed to BMT's Data Fiduciary at [support@bidmytrip.net].

13.4 BMT shall not share your data with third parties except as required to provide the Services, comply with applicable law, or as set out in the Privacy Policy.

14. COMMUNICATIONS AND MARKETING

14.1 BMT may send booking confirmation, itinerary information and booking status updates to the SP via SMS on the mobile number provided at the time of registering on BMT.

14.2 The SP representative/employee concerned, consents to receive transactional SMS in accordance with the "Do Not Disturb" guidelines of the Telecom Regulatory Authority of India (TRAI) or other applicable authority.

14.3 The SP hereby specifically authorizes BMT to contact them with offers on various services offered by it through direct mailers, e-mailers, telephone calls, short messaging services (SMS) or any other medium, from time to time.

15. INDEMNIFICATION

15.1 The SP agrees to indemnify, defend and hold harmless BMT and/or its affiliates, their websites and their respective lawful successors and assigns from and against any and all losses, liabilities, claims, damages, costs and expenses (including reasonable legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by BMT 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 SP pursuant to this Agreement.

15.2 The SP shall be solely and exclusively liable for any breach of any specific rules and regulations or general code of conduct.

15.3 BMT agrees to indemnify the SP against claims arising directly from BMT's own gross negligence, fraud or material breach of this Agreement.

16. TERMINATION AND SUSPENSION

16.1 BMT reserves the right to decline a booking or suspend/terminate a SP's access for reasons including but not limited to: unavailability of inventory, incomplete or inaccurate information, suspected fraudulent activity, or non-compliance with applicable laws. BMT shall

endeavour to notify the SP of such refusal where reasonably practicable. A booking is not confirmed until full payment has been received and accepted by BMT.

16.2 Without prejudice to other available remedies, BMT may limit SP activity, suspend or terminate their registration, and/or refuse access to its website if:

16.2.1 The SP is in breach of this Agreement, the TOS and/or the documents it incorporates by reference;

16.2.2 BMT is unable to verify or authenticate any information provided by the SP; or

16.2.3 BMT believes that the SP's actions may infringe on any third party rights or breach any applicable law or otherwise result in any liability for the user, other users of the website and/or BMT.

16.6 BMT may reinstate suspended SP at its sole discretion. An indefinitely suspended SP shall not re-register or attempt to use BMT's Services until reinstated by BMT.

16.7 The SP expressly undertakes to provide to BMT only correct and valid information while requesting for any facility/services of BMT under this Agreement, and not to make any misrepresentation of facts at all.

16.8 In case BMT discovers or has reasons to believe at any time during or after receiving a request for services from the SP that the request is either unauthorized or the information provided is not correct, BMT in its sole discretion shall have the right to cancel the bookings without prior intimation and delete membership. BMT shall not be responsible or liable for any loss or damage as a consequence of such cancellation/deletion.

16.9 BMT may suspend or terminate access to its websites or Services with at least 24 (twenty-four) hours' prior notice where practicable, except in cases of emergency maintenance, security incidents, or force majeure events.

17. MODIFICATION OF THIS AGREEMENT

17.1 BMT reserves the right to change the terms, conditions, and notices under which its websites are offered. BMT shall notify the SP of any material changes via email or a prominent platform notice at least 15 (fifteen) days prior to the effective date. The SP's continued use of BMT's Services after the effective date shall constitute acceptance of the modified Agreement.

18. GOVERNING LAW AND DISPUTE RESOLUTION

18.1 This Agreement shall be governed by and construed in accordance with the laws of India.

18.2 BMT hereby expressly disclaims any implied warranties imputed by the laws of any jurisdiction or country other than those where it is operating its offices.

18.3 Any dispute arising out of or relating to this Agreement shall first be subject to good-faith negotiations between the Parties for a period of 30 (thirty) days from the date of written notice. If unresolved, the Parties shall submit to binding arbitration under the Arbitration and Conciliation Act, 1996 (as amended), to be conducted in Bengaluru, Karnataka, India.

18.4 For the purposes of interim relief or enforcement of an arbitral award, the courts of Bengaluru, Karnataka shall have non-exclusive jurisdiction over matters covered under this Agreement.

19. GENERAL PROVISIONS

19.1 Severability: If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining provisions of this Agreement shall continue to be in full force and effect.

19.2 Entire Agreement: This Agreement, together with the Privacy Policy and any applicable TOS, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements and understandings.

19.3 No Waiver: BMT's failure to enforce any provision of this Agreement shall not constitute a waiver of its right to enforce such provision in the future.

19.4 Relationship: None of the provisions of this Agreement shall be deemed to constitute a partnership between the SP and BMT, and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way.

19.5 Headings: The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement.

19.6 Updates: The SP acknowledges that BMT provides services with reasonable diligence and care. Changes are periodically made to the information on BMT's websites. Any advice received except through an authorized representative of BMT via BMT's websites should not be relied upon for any decisions.

Signed/-

[Name, designation]

On behalf of Service provide/Agent[Name].....

[Name, designation]

On behalf of United Solutions

Stamp: address and all contact details

Stamp: address and all contact details

Place:

Date: