Farm Owner Terms & Conditions

WAY2VILLAGE AFFILIATE AGREEMENT

THIS AGREEMENT is made on this **20th day of August 2024** between:

M/s Dime Innovations Private Ltd (Dime), a private Limited company (CIN U62099TN2024PTC169694) having its office at Iqrah Enclave, No. 40/44-B, Silanthi Kuttai, Kolathur Main Road, Chennai - 600099 Represented by its Managing Director Mr. ……. , duly authorized by directors of the firm to enter in to present agreement of First Part (Hereinafter referred to as **"The Company/ Dime"** which expression shall mean and include his/her/its nominees, heirs, executants, representatives, successors, administrators and assignees) of the First Part,

AND

Mr. …… , S/o. ……., aged ……., Office at '……. M/s (Farmhouse/resort), Address- ……. (Hereinafter referred to as "**Affiliate"** which expression shall mean and include his/her/its nominees, heirs, executants, representatives, successors, administrators and assignees) of the Second Part,

(The parties above referred are individually known as "the party"/ "the company" /"the Affiliate" as the case may be and collectively referred to as "the parties")..

WHEREAS 'Way2Village' is an online technology platform (Online platform) accessible through web (www.way2village.in) ("Website") and the mobile application 'way2village' ("App") (collectively "Platform") owned and operated by Dime as an Online travel and tourism booking and marketing platform for the display, advertising and booking of farm house, resorts and tourism and other packages by Dime and/or various affiliates to the end customers [Visitor/users" (means a person who accesses the 'Dime' Platform and/or 'Way2Village' Platform.)] and provides related services to the affiliates and to users of the Platform on behalf of the affiliates (as the affiliate's service provider). The Company operates an online accommodation and tourism package reservation system, acting as booking facilitator (the " Platform "), through which participating Accommodations can make their rooms/packages available for reservation, and through which Visitor/users" can make reservations at such Accommodations. The Company shall act as Affiliate's service provider for providing various services in relation to the booking of its farmhouse, resorts and other facilities as agreed under the Affiliation Agreement ("Services"), and the use of the platform for enabling promotion / advertisement of the its services ("Services").

WHEREAS the Affiliate is an authorized service provider by way of providing farmhouse, villas, resorts and tourism packages "under the brand name as mentioned in the "Annexure I (Brand name of affiliate, Address and communication details of affiliate and facilities/services providing by affiliate)" and is desirous of listing, displaying and selling their services facilitated through Online platform to such customers who visit the Platform. The Affiliate and Company desire for Affiliate to make the Service (directly or indirectly) available to its customers/ visitors of the Affiliate and in such form and on such terms and conditions as set out in this Agreement

WHEREAS the parties hereto have after mutual discussions have come to an agreement that the services of the affiliates will be marketed by the Company on their online platform;

AND WHEREAS parties have agreed to reduce their terms in writing;

NOW THIS AGREEMENT WITNESSES AS UNDER

1. TERM, EFFECTIVE DATE AND RENEWAL

The term of this Agreement shall begin as of **01/09/2024** (the "Effective Date"). The term of this Agreement shall expire on **31/08/2025**, unless terminated as per the terms of Section….. The agreement may be renewed further on the terms and conditions as may be agreed by and between the two parties. All renewals of the agreement shall be express and in writing. No oral agreement shall be binding on either of the party.

2. CONSIDERATION TERMS

- **2.(1)** Affiliate shall make the payment for Sign-up fee of Rs ……/- for the creation of Affiliate list at the time of execution of this Agreement. Payment of Sign up fees shall be made 100% in advance unless specified and it will be a non- refundable fee. The service tax if any shall be charged by the Company, at the applicable rates.
- **2.(2)** In consideration of the services rendered under these presents, the Company shall charge the Services charges from the Affiliate at the rate of Rs ……/ per month.

3. SCOPE OF THIS AGREEMENT

- **3.(1)** Non-exclusivity: Subject to the terms and conditions of this Agreement, the Affiliate shall operate as a non-exclusive affiliate of way2village
- **3.(2)** Service: For the Term of this Agreement, Parties have agreed that the Service shall be made available by way2village to the Affiliate and on the Website (www.way2village.in) identified in the Affiliate Registration Form.
- **3.(3)** When a booking is made by a visitor/users on or through the Company's platform through the System, way2village will be responsible for the transmission of the relevant reservation/booking inquiry details from the visitor to the Affiliate and the affiliate shall consider the reservation request within10 minutes (as per annexure)and send the acknowledge of confirmation/cancellation and/or voucher to the Visitor/users.
- **3.(4)** The Service shall include customer service to and for the benefit of the visitor/users
- **3.(5)** The Affiliate shall, at its own cost, integrate and make the internet Connections available at such prominent place(s), and in such place, size and form of facilities as reasonably instructed by way2village.

4. FUNCTIONS

As part and parcel of the Services, way2village shall carry out the following functions for and on behalf of the affiliate.

- **4.(1)** Facilitation through the Platform

The Affiliates authorizes way2village to, on behalf of the Affiliate, provide to Visitors / users of the Platform:

- **1)** Information and assistance in relation to the listed farmhouse, resorts, accommodation and tours and other packages
- **2)** Information in relation to status of the booking/reservation placed by Visitors / users, and
- **3)** Operating a customer helpdesk for other inquiries in relation to farmhouse, resorts, accommodation and tours packages and booking/reservation, customer complaints and grievances.

The Affiliate agrees and undertakes to fully co-operate with way2village as reasonably required, in connection with any customer-service functions undertaken by way2village. Such services can be provided by the Affiliate either on its own or through the management, as the case may be.

The affiliate authorizes way2village to place;

- **1)** a description of the affiliate and
- **2)**description of each of its accommodation, rooms, facilities and package services (including but not limited to the images, videos, menu, description, brand name of the affiliate and its facilities, the price of the services of 6 | w a y 2 v i l l a g e accommodation, rooms, other facilities and package services and any applicable conditions, on the Platform.
- **3)** Affiliates rating based on Affiliates performance and users reviews.
- **4.(2)** The affiliate authorizes and acknowledges that way2village has the right to negotiate the listed price of the affiliate's facilities/services with the Visitor/user for and on behalf of the Affiliates.
- **4.(3)** The affiliates authorizes way2village to offer certain discounts wherein the discount percentage and sharing ratio shall be decided mutually between the affiliates and way2village from time to time

5. LICENSE/PERMISSION

- **5.(a)** way2village hereby grants the Affiliate a non-exclusive, revocable, non-sub-licensable, restricted, and royalty free license:
- **1)** to display such elements of the way2village Data on the Affiliate Website(s), social media, and the premises as provided or made available by way2village to the Affiliate; and
- **2)** to promote and market the Service subject to the terms set out in this Agreement.
- **5.(b)** No sublicense right and non-disclosure
- **1)** The Affiliate shall not (i) be entitled to sublicense the rights granted to it under this agreement; or (ii) sublicense the Connection to any third 7 | w a y 2 v i l l a g e party, including via) hyperlink to the way2village Website via or in collaboration with the Affiliate Group and/or third parties.
- **2)** The Affiliate shall not be entitled to, directly or indirectly, sell, use, transfer, (sub)license, communicate, disclose, make available, allow access to, divulge or otherwise disseminate the way2village Data (i) to any third party; (ii) for Price Comparison purposes, sites, reviews or investigations; or (iii) for any other purpose not expressly provided in this Agreement.
- **5.(c)** The Affiliates hereby agrees:
- **1)** to obtain required licenses and permits to provide the 'facilities/services' including but not limited to FSSAI, GST, Trade License, and submit the copy of such documents to the way2village.
- **2)** to comply Guidelines and Directions from the concerned authority and agencies and Acts, Rules and Regulations of the central and state government or other instrumentalities thereof
- **3)** to maintain and renew the necessary licenses and permits to comply with such Acts, Rules

and Regulations; and

- **4)** that he shall be liable for all compliance under any local law, control orders and state government rules and regulations and shall take all necessary steps for obtaining necessary registrations, licenses and renewals thereof, maintaining proper registers and also submitting necessary returns to the authorities
- **5)** to indemnify and hold harmless the way2village from any and all fines, damages, losses, costs and expenses (including reasonably 8 | w a y 2 v i l l a g e lawyers' fees) incurred by Affiliate as a result of any breach of this subsection by the Affiliate.

6. FACILITIES/SERVICES, QUALITY AND AVAILABILITY OF FACILITIES/SERVICES or PRODUCTS

- **6.(1)** Subject to the terms of this Agreement and in reliance of the representations and warranties of affiliate and on payment of the amount as per the Clause 2, during the term of this Agreement, the way2village will allow affiliate to list the facilities/services for booking/reservation on Platform at the 'Listing Price' ANNEXURE II [means the total amount payable or paid for a affiliate's facilities/services after the affiliate discounts but excluding any amount charged by the way2village] determined by affiliate or the Person authorized by affiliate.
- **6.(2)** The affiliate will keep informed at all times way2village about the availability of the facilities/services along with detailed specifications of such facilities/services. Booking/reservation once placed on the way2village by the visitor/user shall have to be honored by the affiliate at all costs.
- **6.(3)** The affiliate shall be solely responsible for the Information about the facilities/services, related Content, affiliate's Materials, affiliate's Products, affiliate's offer and booking of the affiliate's facilities/services on Platform and will ensure that during the term of this Agreement, affiliate remains fully compliance with all Applicable Laws including all requirements under the GST Act, LSGD License, Food Safety and Standards Act, 2006, The Consumer Protection Act, 9 | w a y 2 v i l l a g e 2019, Shops & Establishments Act, the Luxury Tax Act and the Pollution Control Act issued thereunder
- **6.(4)** The affiliate undertakes that the Affiliate Materials, advertising articles, premises, facilities/services (a) shall not contain any Objectionable Content or any other Content that is not expressly permitted by way2village; and (b) are in compliance with the agreed specification, catalogue and content standards. Affiliate takes full responsibility for the contents of the Affiliate Materials, advertising articles, facilities/services, that it hands over to the way2village under this Agreement and agrees that the way2village shall not be responsible or liable in any manner whatsoever for such contents.
- **6.(5)** The Affiliate agrees to not provide facilities/services or Product unless the facilities/services or Product is fully fit for its intended use, prepared and arranged as per the Rules, Guidelines and Regulations of the applicable law and is of a style, appearance, quality and consistency that at least meets the standards as shown in the facilities/services or Product Information on the platform. The way2village reserves the right (but is not obligated) to inspect and check the quality of facilities/services or Product of affiliate before listing in the platform and approve or disapprove the affiliate's facilities/services or Product pursuant to such quality checks. The way2village will have no liability to compensate affiliate for any affiliate's facilities/services or Product disapproved by the way2village following the aforesaid quality checks. Affiliate will not provide the facilities/services or Product which are not in consumable condition, damaged premises, defective equipment, unhygienic rooms or of disapproved quality standards. The affiliate shall ensure to meet the quality standards of the facilities/services or Product as per ANNEXURE I

7. COVENANTS AND UNDERTAKINGS

- **7.(1)** General covenants, undertakings and obligations;
- **1)** Subject to the terms of this Agreement, the Affiliate agrees to use commercially reasonable endeavors to (i) create and customize the Affiliate's profile in the Website way2village and integrate the Connections in such a way as to run the way2village website smoothly; and (ii) properly and regularly maintain the dashboard availed in the way2village Website (iii) respond to the booking/reservation enquiry/request of the Visitor/users for the facilities/services through the platform.
- **2)** The Affiliate agrees not to take any action which may affect or interfere with way2village 's relationship with the other affiliates. The Affiliate agrees not to cause or permit to be done anything which may cause way2village to be excluded from the process of booking with any other affiliates. Moreover, the Affiliate shall not in a negative or detrimental way speak (i.e. badmouth) of or comment on (the business of) way2village and shall not persuade, induce or attempt to induce any other affiliates to terminate, reduce or modify the terms of its dealings and business with way2village
- **3)** The Affiliate agrees not to communicate with any other affiliates in respect of bookings made through the platform.
- **4)** The Affiliate shall duly and diligently maintain and adjust the contents of the profiles in the way2village Websites to ensure accuracy. The Affiliate shall promptly correct any errors or omissions identified on the profiles in the way2village Websites and in the information relating to the facilities/services or Product after becoming aware of such errors or being notified by way2village.
- **5)** The Affiliate shall not (a) programmatically evaluate or otherwise extract information (including guest reviews) from any part of the way2village Website or attempt to do so and shall not, by any means, including, but not limited to, mechanical, electronic, photocopying, recording, or otherwise, copy, reproduce, modify, alter, adapt, disassemble, reverse engineer, scrape, or otherwise determine the source code of (or underlying ideas, algorithms, structure or organization of) the links or any content contained on or services provided by way2village; (b) make any representations to visitors/users, to the general public or to any other party with respect to way2village, the Services, the Connection or systems; (c) (attempt to) obtain credit or Commissions from way2village by misrepresentation, false statements, fraudulent behavior or any other scheme or trick; or (d) otherwise (attempt to) cause detriment to way2village or the way2village Website. Any violation of the aforesaid provisions will be deemed a material breach of this Agreement by Affiliate, resulting in, among other remedies forfeiture of any Commissions, amounts, and or deposits.
- **6)** The Affiliate shall not make any static copy of the Content or any part of the way2village Website without written permission
- **7)** way2village will provide the Affiliate with a profile and dashboard in the website of way2village, user ID and password to enable Affiliate to monitor the booking/reservation of facilities/services. The Affiliate shall safeguard and keep the user ID and password confidential and safely stored and not disclose same to any person. The Affiliate shall immediately notify way2village of any suspected, threatened or actual security breach or improper use.
- **8)** Bookings/reservation for facilities/services are at all times subject to way2village Terms of Use and other policies, which may be updated from time to time.
- **9)** During and after the Term of the Agreement, on behalf of itself and the Affiliate, the Affiliate represents and warrants that it will not (directly or indirectly) conduct, undertake, use, perform or exercise (a) any activity to unfairly influence the results of Third Party Platforms; or (b) any other form of online targeted advertising (whether directly, indirectly, or via or through Third Party Platforms) in respect of the Service, way2village Website, way2village Mark, way2village Data, unless the way2village has given its prior written consent

to the Affiliate.

- **10)** The Affiliate shall not exploit or use the Content of way2village materials, way2village Website for any purpose or in any manner and/or on or through Third Party Platforms except as expressly provided for in this Agreement.
- **11)** The Affiliate Websites shall not be (directly or indirectly) linked to the way2village Websites, unless agreed otherwise in writing by way2village.

8. BOOKING, CONFIRMATION AND FULFILLMENT

- **8.(1)** For each Affiliate's facilities/services booking/reservation on Platform, affiliate shall be able to see the same on dashboard in the App/platform. If the way2village believes in its sole discretion that a affiliate Transaction represents fraudulent activity or any other reason whatsoever, the way2village may prohibit the affiliate Transaction without any liability thereof.
- **8.(2)** Upon receiving the booking/reservation of the facilities/services by the Visitor/User, the Affiliate shall respond to the booking/reservation order as per Annexure IV and the affiliate 13 | w a y 2 v i l l a g e shall update the details of such confirmation or refusal of the booking/reservation with reason through email/dashboard to the way2village.

9. PAYMENT TERMS AND COMMISSION

- **9.(1)** The Visitor/user shall be given the choice to make payments for the booking of the facilities/services by way of payment gateways aggregators ("Payment Gateway"), payment on property or any other methods of payment as may be available on the Platform from time to time
- **9.(2)** The Payment will be calculated for each calendar month, in Indian rupees, based on the month's departures. The Affiliate and way2village agree that any adjustments to reservations/booking that way2village is notified about after the end of the month or after payments have been made to the Affiliate/ way2village shall be adjusted (whether positive or negative) accordingly in the next month's payment.
- **9.(3)** The Affiliate is responsible for ensuring the accuracy of the bank information maintained in way2village's profile. If the bank account number is provided incorrectly, an additional processing fee will be levied by the banks. way2village will deduct this processing fee from the next payment. In the case that the bank account provided by the Affiliate is closed or frozen or not able to receive/reflect payments for reasons not attributable to way2village, way2village 's payment obligation under this Agreement shall be released as long as way2village 's records show the payment attempt has been made.
- **9.(4)** The payment specified shall be the sole charges that the Affiliate is entitled to receive under this Agreement. It is the Affiliate's responsibility 14 | w a y 2 v i l l a g e to verify all payments upon receipt and promptly raise alleged errors. No claims for overpayment or underpayment may be made by Affiliate after ninety (90) calendar days following the payment due date. All orders are subject to acceptance by way2village in accordance with its policies at the time of the booking request. way2village's policies are subject to change without notice.
- **9.(5)** Commission Percentage: Price listing, commission percentage has mentioned in the Annexure V.
- **9.(6)** Amendment of Commission condition: way2village reserves the right to amend the Commission percentage upon notice to Affiliate. Affiliate is deemed to have accepted the amended Commission percentage upon continued use of the way2village Platform unless Affiliate serves notice to terminate this Agreement.
- **9.(7)** The way2village reserves the right to withhold the payment Proceeds or any portion of the payment Proceeds in a reserve account pertaining to the disputes with Visitor/user or third parties arising out of any default or defect in services of affiliate or the affiliate's facilities/services.

10. INVOICING AND DISCOUNTING

- **10.(1)** way2village/Affiliate shall raise invoice in the name of visitor/users. Affiliate shall invoice the 'Listing Price' of the facilities/services provide to visitor/users as adjusted for any discounts offered to visitor/users. GST/luxury tax or other levies will be charged as per Applicable Law on the adjusted Listing Price. If the way2village at its sole discretion decides to collect any fees 15 | w a y 2 v i l l a g e or charges from the Visitor/user, Affiliate shall print the invoice in this regard and give the same to the Visitor/user.
- **10.(2)** All discounts offered during the Term of this Agreement will be borne by Affiliate. If the way2village offers any additional discounts over the Cut off price of the affiliate's facilities/services, the way2village shall obtain prior approval from affiliate.
- **10.(3)** The way2village shall collect the payments from the visitor/users on behalf of the Affiliate as its service provider.

11. CANCELLATION AND REFUNDS

- **11.(1)** The way2village has a 'Cancellation, and Refund Policy' which is applicable to the booking/reservation of facilities/services through the Platform.
- **11.(2)** The Affiliate has been provided a copy of the 'Cancellation, and Refund Policy' ANNEXURE IV or has been given access to that Policy and the Affiliate hereby confirms that the terms of the Cancellation, and Refund Policy are acceptable to the Affiliate.
- **11.(3)** The way2village shall prominently display the 'Cancellation and Refund Policy' on the Platform so that the Visitors/Users are aware of the Cancellation, and Refund Policy.
- **11.(4)** Affiliate shall be solely responsible for any dispute that may be raised by the Visitors/Users relating to the facilities/services and goods provided by the affiliate.
- **11.(5)** In the event the facilities/services cannot be provided by the Affiliate as per booking condition and in such an event affiliate shall be liable to bear all the cost and claims (including cost of legal proceedings, cost of attorneys, claims, etc.) raised against the way2village.

12. ADVERTISING

- **12.(1)** The way2village shall advertise / display, on behalf of the affiliate, the Facilities/services on the Platform based on the preference opted for by the affiliate in the Affiliation Agreement.
- **12.(2)** he costs of such advertisement shall be borne by the Affiliate as mutually agreed between the way2village and the Affiliate.
- **12.(3)** The way2village shall inform the Affiliate of the date(s) that have been assigned for the shoot of the premises in relation to display of the facilities/services on the Platform and the advertisements.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS

Affiliate represents and warrants to the way2village that:

- **13.(1)** it is duly organized and validly existing under the Applicable Laws and is duly registered and authorised to do the business and has all requisite government and regulatory approvals, corporate powers and authority to own and operate its business and to enter 17 | w a y 2 v i l l a g e into this Agreement and while entering into this Agreement shall not violate or conflict with any agreement, contract, arrangement and understanding or any instrument, to which it is a party or by which it is bound.
- **13.(2)** there is no action, suit, proceeding, claim, arbitration, inquiry or investigation pending against Affiliate, its activities, properties or assets or for its winding up which may materially

affect its financial condition. It is not a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or Governmental Authority or instrumentality which affects the business or interests of Affiliate.

- **13.(3)** The Affiliate's Facilities/services used in, offered and rendered on Platform legally procured or provided and is not disabled in any manner and is allowed to provide affiliate's facilities/services on Platform.
- **13.(4)** The Affiliate's Facilities/services listings, affiliate's Material and all information provided to the way2village is and will be accurate, complete, current are not misleading or deceptive in any manner.
- **13.(5)** The publication, reproduction, display, modification, distribution or transmission of affiliate's Material or Affiliate's Facilities/services listing does and will not (a) infringe, misuse, dilute, misappropriate, or otherwise violate any Intellectual Property Rights of Third Parties, (b) constitute an invasion of a party's rights of privacy or publicity; or (c) reflect unfavorably on the way2village, Platform, way2village's Affiliates or other affiliates on Platform.
- **13.(6)** The affiliate shall conform with and adhere to the terms and conditions of the way2village's Policies.
- **13.(7)** The affiliate agrees and accepts that it shall be fully responsible for providing complete documentation for clearing Affiliate's Facilities/services at any authority check.
- **13.(8)** The Affiliate shall not disparage Platform, the Company, way2village, its Affiliates, their respective shareholders, officers, employees and representatives or any of their respective facilities or services.
- **13.(9)** The Affiliate will not host, display, upload, modify, publish, transmit, update or share any information that is Objectionable Content.
- **13.(10)** The Affiliate shall provide full, correct, accurate and true description of the Affiliate's Facilities/services so as to enable the visitors/users to make an informed decision. The Affiliate agrees not to provide any such description/information regarding the Affiliate's Facilities/services which amounts to misrepresentation to the Users.
- **13.(11)** The Affiliate shall ensure that they own all the legal rights in the properties and premises that are offered for Facilities/services on the Platform.
- **13.(12)** The Affiliate shall at all times be responsible for compliance of all applicable laws and regulations including but not limited to 19 | w a y 2 v i l l a g e Intellectual Property Rights, General Sales Tax, Central Sales Tax, Service tax, luxury tax act, Code of Advertising Ethics, etc.

14. TRADEMARKS AND TRADE NAMES

- **14.(1)** Affiliate may use the way2village's trademarks, trade names and service marks listed below (hereinafter referred to as the "Trademarks") on a non-exclusive basis for the duration of this Agreement and solely for display or advertising purposes in connection with providing the facilities/services in accordance with this Agreement.
- **14.(2)** The trademarks, trade names and service marks(Proprietary Marks) are the marks owned by the Company(way2village), including but not limited to, first party's branded mark, way2village etc…. as well as any and all other names, trademarks, service marks, logos, trade dress, or other commercial symbols or copyrighted materials belonging to the Dime. way2village is the applied Trademark under the Trade Mark registry, India.
- **14.(3)** The Affiliate expressly authorises the Comapny to use its trade marks/copy rights/ designs /logos and other intellectual property owned and/or licenced by it for the purpose of reproduction on the website and at such other places as the Comapny may deem necessary. It is expressly agreed and clarified that, except as specified agreed in this Agreement, each Party shall retain all right, title and interest in their respective trademarks and logos and that nothing contained in this Agreement, nor the use of the trademark / logos on the publicity,

advertising, promotional or other material in relation to the services shall be construed as giving to any Party 20 | w a y 2 v i l l a g e any right, title or interest of any nature whatsoever to any of the other Party's trademarks and / or logos.

- **14.(4)** The Affiliate shall not create/ operate/ maintain any online media or e-commerce in the name and style of proprietary marks of the Company without the prior written approval of the Dime.
- **14.(5)**The Affiliate shall immediately discontinue the operation of the platform, Affiliate system and the use of the Marks and other proprietary marks under this Agreement, and similar names and marks. The Dime shall cease displaying and using all signs, stationery, letterheads, packaging, forms, marks, manuals, bulletins, instruction sheets, printed matter, advertising and other physical objects used from time to time in connection with the Company's Platform system or containing or bearing any of the marks and other names, marks or designation, and shall not thereafter operate or do business under any name or in any manner or that might tend to give the general public the impression that it is associated with comapny or the Company's Platform system or that it is operating a business similar to the Company's Platform system or that it previously conducted its business under the Marks;

15. INDEMNIFICATION; INSURANCE

The Affiliate indemnifies and shall hold indemnified the Dime, its partners, officers, employees, representatives, agents from and against all losses, damages, claims, suits, legal proceedings and otherwise howsoever arising from or in connection with any claim including but not limited to claim for any infringement of any intellectual property rights or 21 | w a y 2 v i l l a g e any other rights of any third party or of law, concerning quality, quantity and any claim in relation to the Affiliate's service, the breach of any of the Affiliate's warranties, representations or undertakings or in relation to the non-fulfillment of any of its obligations under this Agreement or arising out of the Affiliate infringing any applicable laws, regulations including but not limited to Intellectual Property Rights, General Sales Tax, Service tax, etc .

16. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other Party for any incidental, indirect, remote special, consequential or punitive damages, loss of goodwill or business profits, regardless of the nature of the claim, even if such Party knew or should have known of the possibility of such damages or claims. The Company under no circumstances will be liable to the Affiliate for loss and/or anticipated loss of profits, or for any direct or indirect, incidental, consequential, special or exemplary damages arising from the subject matter of this Agreement, regardless of the type of claim and even if the Affiliate has been advised of the possibility of such damages, such as, but not limited to loss of revenue or anticipated profits or loss business, unless such loss or damages is proven by the Affiliate to have been deliberately caused by the Company

17. PENALTY

In the event of non-adherence of these Terms & Conditions by the Affiliate resulting into the occurrence of either of the following instances shall attract a penalty of Rs …… (Rupees ……Only) per instance: 22 | w a y 2 v i l l a g e Inability to meet the booked/reserved facilities/services, whether due to inadequacy of the same or otherwise, in which case the penalty shall be per booking;

18. TERMINATION

. The Affiliation Agreement may be terminated by either Party in accordance with the following:

- **18.(1)** Affiliate commits a material breach of any representation, obligations, covenant, warranty or term of this agreement and the same is not cured within 30 days after written notice given by the Dime.
- **18.(2)** If a Petition for insolvency is filed against the Affiliate.
- **18.(3)** If the Affiliate is in infringement of the third party rights including intellectual property rights.
- **18.(4)** This agreement may be terminated without reason by either party after serving upon the other, a written notice of 30 days. The agreement shall stand terminated after expiry of such period.
- **18.(5)**The Dime may (a) forthwith terminate the Affiliation Agreement where the Dime reasonably believes that the affiliate's actions or omissions have prejudicially affected the reputation of the Dime and / or the Website or the Platform; or (b) terminate the Affiliate Agreement by giving a 30 days notice in writing to the Affiliate.

19. CONSEQUENCES OF EXPIRY/TERMINATION

Upon termination of the Affiliate Agreement:

- **19.(1)** The Dime shall be entitled to remove the details of the affiliate's displayed on the Platform and/or advertised on the platform.
- **19.(2)** All Booking in relation to the Facilities/services of the affiliate that have been received prior to the termination of the Agreement and all obligations to provide such Facilities/services and/or refund the amount paid by the Visitor/user which may arise in the period after the date of termination hereof, shall be honoured and completed, notwithstanding any termination hereof, in accordance with the terms of these Terms & Conditions and the Cancellation and Refund Policy; and the Affiliate agrees and undertakes to co□operate with the Dime for the same.
- **19.(3)** The Affiliate shall forthwith without delay or demur make payment of all outstanding amounts that are due to the Dime under the affiliate Agreement, including any amount refunded by the Dime to the Visitor/user after the termination, which shall be paid by the Affiliate to Dime immediately upon receipt of any demand from the Dime in this regard.
- **19.(4)** Dime shall not be liable for any loss or damages (direct, indirect or inconsequential) incurred by the Affiliate by virtue of termination of this agreement.
- **19.(5)**) During the period under notice both the parties shall be bound to perform its obligations incurred under this agreement and this sub-clause shall survive the termination of this agreement.

20. CONFIDENTIALITY

Affiliate agrees that the Dime has a proprietary interest in any information provided to Affiliate by the Dime, whether in connection with this Agreement or otherwise, whether in written or oral form, which is: (i) a trade secret, confidential or proprietary information; (ii) not publicly known; and (iii) annotated by a legend, stamp or other written identification as confidential or proprietary information (hereinafter referred to as "Proprietary Information"). The contents of the agreement and any information passed on by the Dime to the Affiliate is highly confidential in nature and the Affiliate agrees and undertakes to maintain the confidentiality of the information and Visitor/user data disclosed, generated or made available to affiliate under this Agreement. The said information shall not be used by the Affiliate or its agents, servants, representatives or any person acting through or claiming through the Affiliate for any purpose other than for the performance of its obligations under this Agreement. The Affiliate agrees that the unauthorized disclosure or use of such information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, Affiliate agrees that the Dime shall have the right to obtain an

immediate injunction from any court of law ensuing breach of this Agreement and/or disclosure of the Confidential Information. The Dime shall also have the right to pursue any other rights or remedies available at law or equity for such a breach.

21. INDEPENDENT PARTIES

Nothing in this Agreement will be construed as creating a relationship of partnership, joint venture, agency or employment between the Parties. The Dime shall not be responsible for the acts or omissions of the Affiliate and Affiliate shall not represent the Dime, neither has, any power or authority to speak for, represent, bind or assume any obligation on behalf of the Dime.

22. NOTICES

All notices and other communication under this Agreement shall be in writing, in English language and shall be caused to be delivered by hand or sent by telex, fax, email or courier in each case to the addresses as set out at the beginning of this Agreement.

23. ASSIGNMENT

The Dime shall have the right to assign or transfer any of its rights or delegate any of its obligations under this agreement in whole in part to any person, firm, corporation. As to Affiliate, however, this agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by affiliate, without prior written consent of the Dime.

24. SYSTEM MODIFICATIONS

The Affiliate acknowledges and agrees that the Dime may from time to time hereafter add to, subtract from, modify or otherwise change the Platform system, including, without limitation, the adoption and use 26 | w a y 2 v i l l a g e of new or modified web platform, mobile application, trademarks or trade names, new products or services and new techniques in connection therewith, and the Affiliate agrees, at its own cost, to promptly accept, implement, use and display all such alterations, modifications and changes.

25. NO WAIVER

None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of the Firm. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of the Dime to enforce any term of this Agreement shall not constitute waiver of such term or any other term

26. FORCE MAJEURE

Neither Party is liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances

27. DISPUTE RESOLUTION

Any disputes arising out of this Agreement shall, as far as possible, be settled amicably between the

Parties hereto failing which the following shall apply:

- **27.(1)** Any dispute under this agreement shall be referred to arbitration by a sole arbitrator
- **27.(2)** The arbitration proceedings shall be held at Calicut in accordance with the provisions of the Arbitration and conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force.
- **27.(3)** The parties further agree that subject to the above only the competent courts at Chennai shall have jurisdiction in all matters arising hereunder. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorney's fees.

28. GOVERNING LAW

This Agreement and all issues arising out of the same shall be construed in accordance with the law of India. IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month and the year first written above.

First Party :

M/s Dime Innovations Private Ltd (Dime)

Annexure I

Details of affiliate's

(Brand name of affiliate, Address and communication details of affiliate and facilities/services providing by affiliate)"

Annexure II

'Listing Price'

[means the total amount payable or paid for a affiliate's facilities/services after the affiliate discounts but excluding any amount charged by the way2village

Annexure III

[The quality standards of the facilities/services or Product]

Annexure IV

[Booking/reservation responding Time and Cancellation and refund Policy]

1 the Affiliate shall respond to the booking/reservation order within 10 minutes

Annexure IV

[Commission Percentage, Percentage slab, Payment method etc..]

1- Commission Percentage:

The affiliate shall pay the amount of Commission in accordance

with the following table;

- **a)** 0-20 17% of listing price
- **b)** 21-50 00% listing price
- **c)** 51-100 00% listing price
- **d)** more than 100 00% listing price