

VENDOR AGREEMENT

This Vendor Agreement (hereinafter referred to as the “agreement”) is an electronically executed document, legally binding and enforceable pursuant to the provisions of the Information Technology Act, 2000 along with rules and amendments thereof. This agreement does not require any physical, electronic or digital signature.

This agreement is effective from the date of your acceptance of the same. You (as defined herein) accept and acknowledge that clicking on “**I Accept**” shall be deemed as your voluntary acceptance (hereinafter referred to as “Acceptance”) of this agreement. In case You are not the rightful/authorized person who is voluntarily Accepting this Agreement, you must immediately notify the Company anextour.in within 24 hours of such Acceptance.

This Agreement is executed by and between:

You a competent legal person (an individual, Company, partnership, proprietorship, etc) representing itself through its duly authorized signatory only, Who has submitted a duly completed vendor Registration Form of the Company (hereinafter referred to as the “**Vendor**”/”**You**” Which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include your heirs /subsidiaries, affiliates, successors and permitted assigns) shall constitute the **FIRST PART**;

And

[Optima Explore India Pvt Ltd (Anex Tour India) a Private Limited Company registered under Company Act 2013 having its Registered Office at [*Company Registered Address*] through its duly authorized representative. hereinafter referred to as “Company**” and which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor and permitted assigns) of the **SECOND PART**.**

You (referred as ‘You and Client’ in the document) understand that the services of [Optima Explore India Pvt Ltd (Anex Tour India)] is only to the extent of being a facilitator between you, your customers on one side and Vendors on the other. Thus, the responsibility to provide services as per the booking/transaction/request by you is of the vendors. However, [Optima Explore India Pvt Ltd (Anex Tour India)] will render all possible help and will deal with the vendors on your behalf. You shall promote and sell [Optima Explore India Pvt Ltd (Anex Tour India)] products for individuals/ groups upon acceptance of the following terms and conditions.

BOOKING PROCEDURE:

The Company acts as a Pure Agent of its Clients to incur expenditure or costs during supply of hotel services on behalf of your authorization for payment to third party. You shall be entitled to make bookings through the website anextour.in or through contact center.

You shall not make any representation to your customer that may be misleading or beyond the Product provided by [Optima Explore India Pvt Ltd (Anex Tour India)]. You shall be solely responsible for any representation made otherwise. You shall ensure that the Booking Terms and Conditions are well explained to your customer and he also reads the same before signing the terms and conditions including the Cancellation Policy as well as Refund Policy of [Optima Explore India Pvt Ltd (Anex Tour India)]. Under no circumstances you shall make any amendment to the Booking Terms and Conditions including the Cancellation Policy and Refund Policy of [Optima Explore India Pvt Ltd (Anex Tour India)].

Bookings made by you must be filled with required data such as (i) Name as contained on Passport (ii) Father’s Name & Mother’s Name (iii) Age of your customer (iv) Address of your customer (v) email id/Mobile Number of your customer (vi) Package selected for booking (vii) dates of travel

(viii) Visa details (ix) Insurance Note Number apart from other details. You shall ensure that you retain necessary document containing such details and is provided to [Optima Explore India Pvt Ltd (Anex Tour India)] before the booking confirmation.

In the case of booking made through back office, you shall be responsible to provide correct details of your customer and also submit necessary documents evidencing the correctness of data within 24 hours of making the booking. [Optima Explore India Pvt Ltd (Anex Tour India)] shall not issue any confirmation, unless you have handed over the physical copy of the documents to [Optima Explore India Pvt Ltd (Anex Tour India)]. In case of bookings made through [Optima Explore India Pvt Ltd (Anex Tour India)] office/outlet, you shall hand over the documents at the time of booking. In case of bookings made through [Optima Explore India Pvt Ltd (Anex Tour India)] online system, you shall ensure that the documents are uploaded simultaneously along with the booking request.

You shall ensure that not to sell any product other than offered by [Optima Explore India Pvt Ltd (Anex Tour India)]. Also, you shall ensure not to take your personal bookings on [Optima Explore India Pvt Ltd (Anex Tour India)] Website by any manipulation.

[Optima Explore India Pvt Ltd (Anex Tour India)], in its sole discretion and without notice to or consent from Client and/or any other person(s) who is/are not a party to this Agreement including Client's agents and/or any end-users, reserves the right to make any changes in or to its Inventory at any time except, Client bookings already made and confirmed by [Optima Explore India Pvt Ltd (Anex Tour India)].

[Optima Explore India Pvt Ltd (Anex Tour India)] reserves the right to determine, in its sole discretion, the rates to be charged to Client for any and all items in Inventory plus all applicable taxes, governmental fees and charges imposed by [Optima Explore India Pvt Ltd (Anex Tour India)] suppliers, when and if applicable (the "Rate") except the Client booking already made & confirmed by [Optima Explore India Pvt Ltd (Anex Tour India)].

Agent/Client is financially responsible for the payment for Travel inventory that is subject of charge backs, frauds and or Other refunds unless, determined otherwise by [Optima Explore India Pvt Ltd (Anex Tour India)].

Taxes and Incidentals: There may be additional compulsory taxes, which are payable locally and are collected directly from the Customer by the hotel. Client must ensure that the Customer is aware that such local taxes may be payable in certain Customers will need to make allowances for these extra local charges. [Optima Explore India Pvt Ltd (Anex Tour India)] has no control over any extra charges that a hotel may implement for guest room incidentals such as air conditioning, safe, mini fridge, car parking, internet fee, etc. Any such charges must be paid directly to the hotel and [Optima Explore India Pvt Ltd (Anex Tour India)] cannot be held responsible for any incidental charges passed on by the hotel.

Redecoration, Renovations & Maintenance are necessary for the upkeep of hotels and the same may take place without any prior warning however, the Provider will endeavour to keep such inconveniences to a minimum. The effects of normal wear and tear can be expected in a hotel and these are beyond [Optima Explore India Pvt Ltd (Anex Tour India)]'s control. [Optima Explore India Pvt Ltd (Anex Tour India)] cannot accept responsibility for any disturbance or inconvenience to Customer(s) or for accidents or losses in a hotel caused by hotel management or staff members.

ACCESS TO [Optima Explore India Pvt Ltd (Anex Tour India)] WEBSITE/LOGIN PORTAL:

You shall be provided with a USER ID and a password upon logging on to the [Optima Explore India Pvt Ltd (Anex Tour India)] website anextour.in. You shall be solely responsible for keeping your Login ID and Password secured and you shall be liable to pay for any booking made by using your Login ID and the password. Under no circumstances Optima Explore India Pvt Ltd (Anex Tour India) shall entertain any representation from you for bookings made through unauthorized access.

You shall ensure that the access to the Optima Explore India Pvt Ltd (Anex Tour India) website is not used by any person other than you, nor shall you use your Login ID for any purpose other than commercial booking. You shall ensure that bookings on Optima Explore India Pvt Ltd (Anex Tour India) website is made for genuine customers and adhere to the correct usage of the website including the procedure for booking as may be specified by [Optima Explore India Pvt Ltd (Anex Tour India)]. Under no circumstances you shall indulge in any act of manipulation or upload any virus infected files or any Trojan, malware or any other programme that may result in any kind of manipulation of the Optima Explore India Pvt Ltd (Anex Tour India) Website. If any of the above

act noted on your part, you shall be solely responsible for any damage made to the company or to the customer arise thereof. If you discover any system malfunctioning that may result in any misuse or abuse, you shall promptly inform [Optima Explore India Pvt Ltd (Anex Tour India) and the System Administrator of Optima Explore India Pvt Ltd (Anex Tour India) Website.

Company shall not guarantee for access of website 24*7, in case there is any technical issue. Also, Company shall not be obliged by any act to provide any uninterrupted Services. Client shall update static data using [Optima Explore India Pvt Ltd (Anex Tour India)] interface minimum once a month in order to get the most updated content and inventory. [Optima Explore India Pvt Ltd (Anex Tour India)] shall not be responsible for any issues arising because of outdated content.

Optima Explore India Pvt Ltd (Anex Tour India) has taken reasonable care to ensure Product Content is correct. Client acknowledges that Product Content is made available to Optima Explore India Pvt Ltd (Anex Tour India) by third party suppliers. All Product Content is prepared in good faith, but Client acknowledges that Optima Explore India Pvt Ltd (Anex Tour India) cannot check the accuracy of all the product.

PAYMENTS:

The Company books the hotel services purely as per the requirements of its clients and does not do so on its own accord.

The Company does not use for its own interest hotel services so procured.

The Company charges service fee / convenient fee over and above the actual cost of hotel accommodation. You shall be solely responsible to collect the entire package amount (inclusive of all taxes) which shall include the initial booking amount as well as balance amount from your customer within the time frame set out in the Booking Terms and Conditions.

Optima Explore India Pvt Ltd (Anex Tour India) shall not issue any confirmation to your customer unless you make the entire package payment to [Optima Explore India Pvt Ltd (Anex Tour India)] strictly as per the booking Terms and Conditions. If you are provided with any credit facility by [Optima Explore India Pvt Ltd (Anex Tour India)], [Optima Explore India Pvt Ltd (Anex Tour India)] may at its discretion issue confirmed booking to your customer only to the extent of your credit facility, however you shall be liable to make the payment to [Optima Explore India Pvt Ltd (Anex Tour India)] at least 10 days prior to the customer availing the package or Invoice due date, whichever is earlier.

You hereby agree and undertake to make the payments, on account of bookings made by you, to [Optima Explore India Pvt Ltd (Anex Tour India)] shall be entitled to reserve its rights to encash the guarantee amount and also file necessary action, both civil and criminal, for recovery of dues against you. You shall also be liable to compensate all expenses including actual legal expenses in terms of the invoice of Lawyers, incase [Optima Explore India Pvt Ltd (Anex Tour India)] requires such services due to reasons attributable to you.

[Optima Explore India Pvt Ltd (Anex Tour India)] and its assigns may, upon your failure to make the payment, cancel the services to be rendered to your customers at your risk and liability and in addition to that, [Optima Explore India Pvt Ltd (Anex Tour India)] shall also initiate legal process as above, to your risk and cost. And also [Optima Explore India Pvt Ltd (Anex Tour India)] shall not responsible for any litigation or any personal proceedings do made by your customer for cancelling the services.

You hereby agree that any payment received by you on account of bookings made with [Optima Explore India Pvt Ltd (Anex Tour India)], shall be held by you in trust and shall be paid to [Optima Explore India Pvt Ltd (Anex Tour India)] upon demand. You shall neither misuse the said amount nor utilize for any purpose other than making payment to [Optima Explore India Pvt Ltd (Anex Tour India)].

Client shall remit full and timely payment of all balances due for bookings regardless of whether Client has collected payment from the consumer or booking agent. [Optima Explore India Pvt Ltd (Anex Tour India)] may, in its sole discretion and with notice, allow or prohibit Client to make bookings that exceed the credit line. Failure to provide prepayment for bookings over the agreed credit line will void the Rate and/or give [Optima Explore India Pvt Ltd (Anex Tour India)] the right to cancel the booking, charge consumer directly at a different rate than the Rate or, apply all or part of the Floating Deposit or LOC toward payment, all in its sole discretion. If any of the sums payable by Client to [Optima Explore India Pvt Ltd (Anex Tour India)] are overdue and/or unpaid after expiration of applicable notice or cure periods or, should [Optima Explore India Pvt Ltd (Anex Tour India)] make payments on behalf of Client or, should Client fail to perform any of the terms

or conditions of the Agreement then, [Optima Explore India Pvt Ltd (Anex Tour India)] may at its sole option and without prejudice to any other remedy which [Optima Explore India Pvt Ltd (Anex Tour India)] may have, appropriate and apply all or part of the Floating Deposit or LOC toward payment of the overdue or unpaid sums.

If payment is not received within one (1) day of due date, access to [Optima Explore India Pvt Ltd (Anex Tour India)] system shall be suspended until full payment is received provided, however, [Optima Explore India Pvt Ltd (Anex Tour India)] does not waive its remedies in section 4, 5 and 6 of the Agreement. In addition, upon Client's failure to make timely payment, [Optima Explore India Pvt Ltd (Anex Tour India)] reserves the right to temporarily or permanently change and/or eliminate the Direct Bill Terms, require prepayment for all current and future bookings, and/or cancel all bookings based upon late payments in addition to other remedies herein. A finance charge equal to the lesser of one percent (2%) per month or the maximum amount allowed by applicable law may be assessed on all amounts that are past due

You undertake and declare that the INR or foreign exchange you will pay to the company would have been collected from the concerned traveler, and the amount so collected along with any other payments allowed under Liberalized Remittance scheme that the concerned traveler would have made, will be within limit prescribed under the LRS Scheme for the concerned financial year of the concerned traveler.

You further confirm that the transactions you will undertake will not involve and will not be designed for the purpose of any contravention or evasion of the RBI regulations and provisions of FEMA. You also hereby agree and undertake to give such information/documents as will reasonably satisfy the Company/ Authorized Dealer through whom the company makes remittances to overseas suppliers about the transactions in terms of the declaration.

CREDIT FACILITY:

[Optima Explore India Pvt Ltd (Anex Tour India)], may at its sole discretion extend credit facility to you, which shall be entirely based on your past payment history, credit worthiness and association with [Optima Explore India Pvt Ltd (Anex Tour India)]. Further, [Optima Explore India Pvt Ltd (Anex Tour India)] may at any given time withdraw the credit facility, without any notice or intimation and such decision shall be absolute. [Optima Explore India Pvt Ltd (Anex Tour India)] shall withdraw the credit facility immediately upon your failure to pay the dues. Upon withdrawal of Credit Facility, any further services shall be provided to you only upon advance payment.

SECURITY FOR PAYMENT OF DUES:

You shall issue Cheque and other such instruments in favour of [Optima Explore India Pvt Ltd (Anex Tour India)] India as a security/guarantee for making payments of due to it. The Security/Guarantee shall always be maintained to the extent of dues payable to [Optima Explore India Pvt Ltd (Anex Tour India)] or to the extent of Credit Facility extended by [Optima Explore India Pvt Ltd (Anex Tour India)]. Cheque towards the Security/Guarantee amount shall be issued by you in favour of or its assign company and should be of the Bank Account disclosed in your KYC document submitted to [Optima Explore India Pvt Ltd (Anex Tour India)]. You undertake to maintain a minimum balance of the like amount at all given time in your KYC disclosed Bank Account to which [Optima Explore India Pvt Ltd (Anex Tour India)] shall have a lien. You shall, under no circumstances, withdraw the minimum balance from the KYC Disclosed account or close the said account, without prior approval of [Optima Explore India Pvt Ltd (Anex Tour India)].

ASSIGNMENT:

You shall not assign any rights under this agreement to any third party including any of your affiliates. [Optima Explore India Pvt Ltd (Anex Tour India)] may terminate the agreement if you assign this agreement, without its prior written consent, to any third party. Notwithstanding anything to the contrary contained in this agreement, [Optima Explore India Pvt Ltd (Anex Tour India)] has the absolute right to assign this agreement, including the rights and obligations provided herein, to any third party as it may deem fit.

REFUNDS:

Once a booking has been made with [Optima Explore India Pvt Ltd (Anex Tour India)], you shall neither make any refund to your Customer nor shall you make any promise to refund the amount on behalf of [Optima Explore India Pvt Ltd (Anex Tour India)]. Any refund shall be strictly in terms of the Booking Terms and Conditions as well as Cancellation & Refund Policy of [Optima Explore India Pvt Ltd (Anex Tour India)].

Any refund made by you shall be at your risk and [Optima Explore India Pvt Ltd (Anex Tour India)] shall be entitled to recover the said amount or make adjustments from any other payments due to you, it may be the commission or advance payment received by your side for any other tour or any axillary services.

All requests for discounts and/or deductions due to complaints or claims by Customers shall be presented in writing to [Optima Explore India Pvt Ltd (Anex Tour India)] within thirty (7)-days after checkout or end of service. [Optima Explore India Pvt Ltd (Anex Tour India)] shall determine the validity of all requests for discounts and/or deductions within the following 30 days of issue of the claim. Any discount and/or deduction taken unilaterally by the Client without complying with the provisions of this clause shall be considered a breach of the payment obligations of the Client and [Optima Explore India Pvt Ltd (Anex Tour India)] shall have the right, at its sole discretion, to terminate this Agreement and/or halt or reduce the commission payment

INDEMNIFICATION:

You agree to keep [Optima Explore India Pvt Ltd (Anex Tour India)], its Directors, Officers, Employees, Agents and Servants indemnified from any liability or claim from your customer (i) due to any negligent act attributable to you (ii) upon your failure to make the payment to [Optima Explore India Pvt Ltd (Anex Tour India)] in a timely manner resulting in cancellation of any booking (iii) your failure to comply with any terms of this agreement leading to suspension or termination of services to your customers (iv) any representation made to your customer beyond the Booking Terms and Conditions and Package Conditions.

You shall also keep [Optima Explore India Pvt Ltd (Anex Tour India)], its Directors, Officers, Employees, Agents and Servants indemnified from any liability or claim arising out of any act of vandalism or damage to any property of the Service Providers on part of your customers during the period of availing such services by your customer.

ASSIGNMENT:

You shall not assign any rights under this agreement to any third party including any of your affiliates. [Optima Explore India Pvt Ltd (Anex Tour India)] may terminate the agreement if you assign this agreement, without its prior written consent, to any third party. Not with standing anything to the contrary contained in this agreement, [Optima Explore India Pvt Ltd (Anex Tour India)] has the absolute right to assign this agreement, including the rights and obligations provided herein, to any third party as it may deem fit.

INTELLECTUAL PROPERTY RIGHTS:

You hereby agree not to use any Intellectual Property of [Optima Explore India Pvt Ltd (Anex Tour India)] in any manner other than as may be prescribed by [Optima Explore India Pvt Ltd (Anex Tour India)]. Under no circumstances on any of your stationary material including visiting cards, letter heads etc. You have been granted limited license to use the [Optima Explore India Pvt Ltd (Anex Tour India)]'s Trademarks strictly for selling [Optima Explore India Pvt Ltd (Anex Tour India)] products and you shall not use the same for any other purpose.

Further, you shall not use the Trademarks of [Optima Explore India Pvt Ltd (Anex Tour India)] in conjunction with any other mark or label. You shall not use any photograph or copyright material of [Optima Explore India Pvt Ltd (Anex Tour India)] to promote or sell any other product other than [Optima Explore India Pvt Ltd (Anex Tour India)]'s product. Nothing in this agreement creates in your favour, any right in the Intellectual Property of [Optima Explore India Pvt Ltd (Anex Tour India)]. You hereby acknowledge that all rights including ownership in the Intellectual Property shall remain vested with [Optima Explore India Pvt Ltd (Anex Tour India)]. Upon termination of this agreement, you shall cease to use any Intellectual Property of [Optima Explore India Pvt Ltd (Anex Tour India)] including Trademarks, Copyright.

LIMITAION OF LIABLITIES:

Client shall be liable for any consequential, incidental, punitive, indirect or economic damages whatsoever including, but not limited to, damages for loss of business or personal or confidential information or any other pecuniary loss, damages for loss of privacy or failure to meet any duty including, any duty of good faith, or to exercise commercially reasonable care or for negligence of any degree arising out of this Agreement or in any way related to the use of or inability to use service, even if the other Party has been advised of the possibility of such damages. In no event shall either Party be responsible for any amount other than the amount paid or owed to the other Party under this Agreement for Inventory provided, however, this limitation shall not apply to any breach of this Agreement relating to Confidentiality and Intellectual Property Rights.

UNDERTAKING TO FOLLOW GOVERNMENT REGULATIONS:

The Agent is fully compliant with all Applicable Laws, including but not limited to, the Information Technology Act, 2000, Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, Information Technology (Intermediaries Guidelines) Rules, 2011, and maintains all such policies, practices and procedures, required for receiving, possessing, storing, dealing or handling of information to protect such information from unauthorized access, damage, use, modification, disclosure or impairment. Further, Agent is following and shall at all times follow, all necessary security practices and procedures so as to secure its computer resources and the information contained in it and prevent any loss or breach of such data.

You shall ensure that the foreign exchange being deposited is purchased / arranged only through authorized person and within prescribed limits in accordance with the Rules, Regulations and Directions issued by the Government and in force on the date of purchase. Further, you hereby confirm that the transaction does not contravene or evade provision of FEMA (Foreign Exchange Management Act, 1999). You further agree and undertake to provide [Optima Explore India Pvt Ltd (Anex Tour India)] such information / documents as may be required in accordance with laws, rules and procedures.

You also undertake to pay/deposit taxes within the prescribed period and shall issue relevant forms/documents/receipt evidencing deposit of tax.

LAW, JURISDICTION AND ARBITRATION

The provisions of this Agreement shall be governed by and construed in accordance with the Indian law and all disputes shall be subject to the exclusive jurisdiction of Delhi Courts only.

In case any dispute or difference arises between the Parties during or after the performance of the Agreement, the Parties shall endeavour amicably to resolve the same through discussions within thirty (30) days of raising the dispute by either Party.

Any difference, dispute, controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

The Dispute shall be referred to one (1) arbitrator to be appointed by Parties mutually.

The place of arbitration shall be New Delhi and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made, in New Delhi.

The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.

The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgement thereon in any one or more of the highest courts having jurisdiction. The Parties further agree (to the maximum extent possible and allowed to them) that such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

FORCE MAJEURE:

In the event that any Party is unable to meet its obligations under this Agreement due to any cause beyond its reasonable control including, but not limited to, strikes or lockouts, labor shortages or disturbances, acts of God, fires, accidents, floods, severe storms, wars, riots, acts of governmental authority, and acts or omissions of third parties, the performance obligations of the Party or Parties affected by the force majeure conditions shall be suspended to that extent for the duration of such event; provided, however, that the Parties shall make all reasonable efforts to continue to meet their obligations during the duration of the force majeure condition. The Party declaring force majeure shall notify the other Party in writing when force majeure exists, the nature of the force majeure and when the condition is terminated. The suspension of any obligations owing to force majeure shall not cause the term of this Agreement to be extended or affect any rights accrued under this Agreement prior to the force majeure condition.

ANTI-BRIBERY & CORRUPTION:

[Optima Explore India Pvt Ltd (Anex Tour India)] takes a zero-tolerance approach to bribery and corruption. AGENTS warrants that they do and shall comply with , and their employees, contractors, agents or subsidiaries do and shall comply with [Optima Explore India Pvt Ltd (Anex Tour India)] 'policy on procedures for Prevention of Bribery and Corruption more particularly the Anti-Corruption Law in India and [Optima Explore India Pvt Ltd (Anex Tour India)]'s Supplier code of conduct (available at [www.\[Optima Explore India Pvt Ltd \(Anex Tour India \)\]travelplc.com](http://www.[Optima Explore India Pvt Ltd (Anex Tour India)]travelplc.com)), and (all applicable local and international anti-corruption legislation and related procedures and codes from time to time in force, including but not limited to the United States of America Foreign Corrupt Practices Act 1977 and the United Kingdom Bribery Act 2010. AGENTS shall Provide Supporting Evidence of such Compliance as [Optima Explore India Pvt Ltd (Anex Tour India)] shall reasonably request. Violation of this Clause by AGENTS shall be material breach and may result in the immediate termination of the contract and /or legal action. This does not affect other [Optima Explore India Pvt Ltd (Anex Tour India)]'s Termination Rights.

INDEPENDENT ARRANGEMENT:

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties. Agent acknowledges that its rendering of Services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out, directly or indirectly, to be an employee, agent or servant of the Company or its affiliate thereof.

DATA PROTECTION

To the extent Agent maintains, acquires, discloses, uses, or has access to any Personal Information, shall comply with applicable Data Privacy Standards. Agent shall notify to the [Optima Explore India Pvt Ltd (Anex Tour India)], in writing immediately if they will no longer in compliance with Data Privacy Standards with respect to any Personal Information or Other information as per (i) The Constitution of India, 1950 ("Constitution") and (ii) The Information Technology Act, 2000 ("IT Act") read with Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("SPDI Rules").