

## **Key Terms and Conditions**

### **1. Terms and Conditions**

- a. The Agent shall only describe himself as an 'authorized Agent' of YTS for the Services and shall not portray or make any representations on behalf of YTS so as to bind YTS in any manner whatsoever. The Agent shall not make, cause or permit, directly or indirectly, any description or projection of itself as a partner, joint venture member or employee or officer or representative of YTS.
- b. The Agent shall only market, distribute sell or promote such YTS Services as are permitted expressly by YTS. In event of the Agent desiring to pursue the marketing, selling, distributing of services other than YTS Services, the Agent shall do so only upon the prior approval and consent in writing from YTS.
- c. YTS shall also have the right to direct the Agent to discontinue providing any of the YTS Services at the Retail Outlet without assigning any reason whatsoever.
- d. The Agent shall display the YTS signage, signboards, logos, etc at prominent places in the Retail Outlet, strictly in accordance with the directions issued by YTS in this regard.
- e. The Agent also agrees that it shall during the Term of this Agreement, allow YTS and/or any other statutory authority/ person of its management, auditors, regulators and/or agents the opportunity of inspecting, examining, auditing and/or taking copies of any records with the Agent in relation to the performance of the Services by the Agent.
- f. The Agent hereby warrants, covenants and undertakes that it shall
- g. (a) promptly, effectively, efficiently and professionally sell, market, distribute and promote the Services and shall promptly respond to all inquiries by any customer or potential customer in relation to the Services; (b) at all times co-operate with YTS's representative(s) and promptly report to YTS any complaints or customer feedback relating to the Services which may come to the Agent's attention; (c) conduct its operations in compliance with applicable law, these Terms and Conditions and all guidelines and instructions that may be provided by YTS from time to time; (d) promote YTS's business interests; (e) not do or omit, or cause to be done or omitted, any act, deed or thing, directly or indirectly which may potentially result in any damage to, loss of reputation of or any loss to YTS in any manner whatsoever; (f) employ sufficient number of personnel to provide the Services, who shall be adequately trained to provide the Services; (g) ensure all personnel employed by it comply with these Terms and Conditions and the Agent shall be solely responsible for all acts/omissions of such personnel; (h) not enter into any agreements with customers or any other third parties which are contrary to law or to these Terms and Conditions; (i) adhere to and shall cause its employees, subordinates, agents, aforesaid assignees or other personnel engaged by the Agent to provide the Services to adhere to the dress code and professional conduct and etiquette as prescribed by YTS from time to time; (j) ensure that none of the Services are denied to any person or group of persons or to any customer save and except with the express written consent and / or instructions of YTS; (k) not engage in any unfair or unethical trade or practice; (l) not permit unauthorized persons entry into the Retail Outlet and shall, under no circumstance, permit any unauthorized person to access the



computer/server located at the Retail Outlet or access to information, material, accounts and records in relation to YTS Services; (m) and (n) obtain and maintain all required necessary approvals, permits, waivers, consents, registrations and licenses from the relevant authority to perform all its obligations under these Terms and Conditions.

## **2. TERMINATION WITHOUT NOTICE PERIOD**

YTS shall be entitled to terminate the appointment of the Agent by written notice of Thirty [30] days to the Agent in the following circumstances: (a) the Agent commits any breach of any of the provisions of these Terms and Conditions and, in the case of a breach capable of remedy, fails to remedy the same within 15 (fifteen) days after receipt of a written notice giving particulars of the breach and requiring it to be remedied; (b) the Agent at any time breaches any obligation in relation to YTS Intellectual Property; (c) repeated failure to deposit the proceeds of transactions on a daily basis; (d) YTS, subsequent to ascertaining the commercial viability of continuing the appointment of the Agent, determines that the Agent is not a fit person to carry out the obligations imposed on it; (e) the Agent assigns its rights and obligations under these Terms and Conditions in an unauthorized manner; or (f) immediately upon the occurrence of: (i) the Agent becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (ii) failure to comply with the directions of YTS under Records and Audits.

## **3. TERMINATION WITHOUT NOTICE PERIOD**

YTS shall be entitled to terminate the Appointment without notice: (a) if, by the acts or default of the Agent, YTS suffers damage to its name and reputation; (b) in the event the Agent fails to commence operations in accordance with this Agreement; (c) the Agent breaches the provisions of Confidentiality; (d) in the circumstance described in Force Majeure; (e) a change in control or management of the Agent; (f) any event that would affect the ability of the Agent to perform its obligations; (g) any of the directors/partners/proprietor of the Agent are convicted of any criminal charge; or (h) the Agent is certified and declared to be of unsound mind.

**\*\* The above list of Terms and Conditions are illustrative in nature. For detailed information please refer to the agreement OR contact the corporate office.**