

Affiliate Commission Agreement

This Agreement effective on the date signed by both parties below, constitutes the full and complete agreement between TravelEze (Company) and _____ (Affiliate) located at: _____ who desires to participate in the Company's commission revenue share program (private label travel content) as defined in this agreement.

1. Company Web Site Link Network and Linking Policy: Company provides public access to a collection of on-line travel, restaurant, lodging, airline, car rental agencies, and entertainment resources throughout the world through its network of outbound links that connect and integrate via the Internet. Company shall post links to the Linked Sites and use automated means, including spiders, robots, and crawlers to provide access to its Linked Sites. None of the Linked Sites are under the control of Company. Company is not responsible for the contents of any Linked Site, including without limitation, any link contained in a Linked Site or any changes or updates to a Linked Site. Company is not responsible for webcasting or any other form of transmission received from any Linked Site

2. Affiliate Obligations: Affiliate must provide and maintain at its own expense its Web Site along with the necessary connection and links that provide access online to the World Wide Web and to the Companies visitor information content. Affiliate shall be solely responsible, and will hold Company harmless, for the development, maintenance and operation of Affiliate's web site and for all materials and content that appear on Affiliate's web site. Company will not be liable for any loss or damage arising from Company's failure to maintain its own Web Site.

3. Commissions: Affiliate shall receive 25% (twenty five percent) of net booking commissions billed and collected by the Company during the term of this agreement. Monthly, the Company will pay the commission sum from the total collected listing sales and booking commissions to Affiliate in the form of a Company check. Payments for qualified listing sales will be made on the 15th day of each month for which sales and booking commissions from the previous month were made and collected. Company shall provide documentation on all bookings made for the payment period via email, server access or printed method at Company's option.

4. Term of the Agreement: The Term of this Agreement shall be for 3 years commencing upon the acceptance date below. Affiliate shall, at its sole discretion and upon 60 day written notice, have the right to renew this agreement for an additional 5 years at the same terms and conditions.

5. Relationship of Parties: Company and Affiliate are independent contractors, and nothing in this agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Affiliate shall have authority to make group discounts on Company's behalf.

6. Disclaimers: The Company makes no express or implied warranties or representations with respect to the Company's worldwide website; including, without limitation, warranties of fitness, merchantability, or any implied warranties arising out of course of performance, dealing, or trade usage. In addition, we make no representation that the operation of our websites will be uninterrupted or error free, and we will not be liable for the consequences of any such interruptions or errors.

7. Representations and Warranties: You hereby represent and warrant to us as follows:

- a. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.
- b. The execution, delivery, and performance by you of this Agreement and the consummation by you of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate (i) any provisions of law, rule, or regulation to which you are subject, (ii) any order, judgment, or decree applicable to you or binding upon your assets or properties, (iii) any provision of your by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to you or binding upon your assets or properties.
- c. No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made by you in connection with the execution, delivery, and performance of this Agreement or the taking by you of any other action contemplated hereby.

8. Confidentiality: Except as otherwise provided in this agreement or with the consent of the other party hereto, each of the parties hereto agrees that all information including, without limitation, the terms of this agreement, business and financial information, client lists, and pricing and sales information, concerning us or you, respectively, or any of our affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by such party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such party hereto or its affiliates.

9. Limitation of Liability: We will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this agreement or the affiliate program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this agreement and the referral program will in no event exceed the total commission fees paid or payable to you under this agreement.

10. Governing Laws: This agreement will be governed by the laws of the United States and the State of California, without reference to rules governing choice of laws. Any action relating to this agreement must be brought in the federal or state courts located in Monterey County, California and you irrevocably consent to the jurisdiction of such courts.

Website: _____

By: TravelEze
457 Webster Street
Monterey, CA 93940
800.676.1386

Affiliate: _____

Dated: _____, 2006

Company Authorized Agent

Affiliate Authorized Agent