

RESELLER AGREEMENT

This Agreement contains the complete terms and conditions that apply to an individual or entity's participation in the Adventure Engine Inc.'s Reseller Program (the "program") and the establishment of links from your reseller/Reseller web site to our web site, adventureengine.com. As used in this Agreement, "we" (& "our", "ours") means Adventure Engine Inc. and "you" ("your") means the applicant.

DEFINITIONS

Person – Any individual, group of individuals, partnership, business corporations or other entity.

Reseller – A person who has registered for a reseller subscription, hosts a customizable portal on their website and receives commission for trips purchased through that portal. **Supplier** – Adventure tours and attractions business operators who have registered to our database and loads trip inventory for sale online

Commission Rates – Rates are determined by subscribing supplier (operator). Portals can be programmed to show search results from suppliers offering a certain minimum commission rate

Reseller Subscription – An annual fee paid to Adventure Engine for the right to host an AE portal on your website so the end user can purchase suppliers' adventure travel (trips) product.

Links – code to redirect users to a specific page. This refers to the address of the portal or inset portal page.

Portals –

Inset portal: AE code inserted into a host site template. This code opens a display frame in which dynamic results and content are called from a unique sub-domain of that host that resides within the Adventure Engine database. Database results are specific to the constraints and directions programmed by the host site.

Sub-domain portal: This portal is accessed by a link placed on the host site. The link opens the portal and display frame in which dynamic results and content are called from a unique sub-domain of that host that resides within the Adventure Engine database. Database results are specific to the constraints and directions programmed by the host site. Sample address:

www.adventureengine.com/resellers/uniqueSubdomain

Sub-domain - In the DNS hierarchy, a sub-domain is a domain that is part of a larger domain name. A DNS hierarchy consists of the root-level domain at the top. Underneath are the top-level domains, followed by second-level domains and finally sub-domains.

www.adventureengine.com/resellers/subdomain. The data for the portal remains in the Adventure Engine sub-domain unique to that reseller.

1. Enrollment in the Program

To begin the enrollment process, you will submit a complete Program application via our site. We will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. We may reject your application if we determine (in our sole discretion) that your site is unsuitable for the Reseller Program for any reason, including, but not

limited to, inclusion of content that is in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically, or otherwise objectionable. If we reject your application, you are welcome to reapply to the Reseller Program at any time. If we accept your application and your site is thereafter determined (in our sole discretion) to be unsuitable for our Reseller Program, we may terminate this Agreement in accordance with paragraph 9.

2. PORTAL FEATURES

We will provide you with any instructions &/or code required to create your portal, RSS feed, XML feed, webservice API. All options give you the right to program basic design features , and to constrain search results (i.e. by region, activity & min commission rate offered by supplier). By agreeing to this contract, you understand that although the search options and search results appear within your website (sub-domain), the data and information is proprietary to the Adventure Engine database.

We reserve the right to display the Adventure Engine logo and/or include information about Adventure Engine and its programs within your sub-domain and/ or inset portal and any search results. As per legislation and in keeping with the travel agent requirements as set by the Business Practices and Consumer Protection Agency, we will ensure that once an end user has opted to purchase a trip, that customer will be made aware that they are forming a contract (purchasing from) with Adventure Engine Inc. and not your organization or person. By purchasing the Adventure Engine reseller subscription you are purchasing the right to display in a customized format the content of the Adventure Engine database. You may not alter dynamic content or misrepresent ownership of displayed code and results there-in. Any misrepresentation of ownership will result in the termination of this agreement and cancellation of the service

3. Utilizing Our System (data, shopping cart, merchant account)

The portal(xml feed) will serve to identify your site as a member of our Reseller Program and will establish a window from your site to ours (&/or a sub-domain belonging to us). You agree not to revise, change or modify portal and frame code provided by us to you for placement on your site. We have the right in our sole discretion to monitor your site and all of your marketing and promotional activities at any time and from time to time to determine if you are in compliance with the terms of this Agreement. To permit accurate tracking, reporting, and referral fee accrual, we will provide you with "tagged code formats to be used all instances of the portal. You may not re-distribute this code in any way. In utilizing the portal you agree that you will cooperate fully with us in order to establish and maintain such links to your portal. Links directing users to your Adventure Engine portal may be placed throughout your site. Graphics created as a hotspot for the link may take any design however should not suggest ownership of content (unless this is an operator/supplier website) as well as in keeping with non-offensive guidelines of the agreement. Link graphics are available for purchase from us at your request.

4. Order Processing

We will be responsible for providing all information necessary to allow you to make appropriate Links from your site to our site as they exist within our portal format. We will be solely responsible for processing every order placed by a customer through your Adventure Engine

portal, for tracking the volume and amount of sales generated by your site, and for providing information & or access to reports to you regarding sales statistics. The form, content and frequency of such information may vary from time to time at our discretion. We will be responsible for order entry, payment processing, and related customer service. We shall provide customer support and fulfillment services to Users in accordance to our then current standard terms and conditions. You acknowledge that we reserve the right to refuse product or services to a User for reasons including but not limited to purchases rejection by credit card Company, inability to authenticate credit card, and User's purchase history with us.

5. Fee Structure And Payments

5.1 Subscription Fees (subject to change)

At this time, there is no fee to enroll in the reseller program

5.2 Reseller Commissions
Reseller commissions are earned when a commissionable product (see 5.3 below) is purchased from us through your portal. Commission rates are as per commission set out by subscribing supplier (operator).

Applicable taxes are not added to commissions. It is the responsibility of the distributor to break out any tax and submit to appropriate government agency.

You agree to split all commission earned with us 75% of commission owing to you, 25% to us

5.3 Payout Policies

When the total commission and fee payment(s) due to you (based on Section 5.1 & 5.2 above) exceed \$50.00 at the end of any calendar quarter, you will be paid by a bank transfer or cheque for the applicable commission (less any taxes required to be withheld under applicable law) and a statement of activity will be provided to you. Such commission transfers and statements of activity will be sent no later than 30 days after the end of each calendar quarter and will be paid in Canadian Dollars only. However, if the commissions due to you for any calendar quarter are less than \$50, we will hold such commissions until the total amount due at the end of a calendar quarter is at least \$50 or earlier if this Agreement is terminated.

5.4 Commission Payment Determination

Commissionable products ("Products") that are (a) sold by us, (b) purchased by users linking to our site from your site through a portal, and (c) for which we have approved and received payment will qualify for a commission payment. If a Product that generated a commission is returned or cancelled by a customer, or is not paid for due to customer credit card fraud or bad debt, we will deduct the corresponding commission from your next quarterly payment. If there is no subsequent payment, we will send you a bill for the overpayment. Reseller Program commissions are subject to change at any time without advance notice. We will not pay commission or fees on purchases made by customers returning directly to our site (i.e. not through a portal) even if the customer previously came to our site through a portal. We will not pay commissions or fees on any Products that are purchased through any device (an "Internet Access Appliance") that provides Internet access but does not present our site, or permit users to access and interact with our site, in the same manner as a desktop computer (e.g., mobile devices

such as cellular telephones or PDAs that may access only limited or modified versions of our site.

6. Policies and Pricing

Customers who buy Adventure Engine products through the Reseller Program will be deemed to be customers of Adventure Engine and all of our rules, policies and operating procedures will apply to them. We may change our policies and operating procedures at any time. Prices and availability of our products may vary from time to time and you may not include price or product information independent of your link. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular product.

7. Obligations Regarding Your Site

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site including but not limited to the accuracy and propriety of any materials or information relating to us. You hereby represent and warrant to us that materials posted on your site do not violate or infringe upon the rights of any third party, and that materials posted on your site are not libelous or otherwise illegal. We disclaim all liability for such matters. Furthermore, you will indemnify and hold us harmless from all claims, damages, and expenses relating to the development, operation, maintenance, and contents of your site. You are responsible for constraining your own search results (i.e. choosing products, regions, operators/suppliers and activities to be displayed by your site using our portal).

You also hereby agree that your site will not contain any content from our site or any materials which are proprietary to us, except (i) with our prior permission, or (ii) materials which are obtained by you via the Adventure Engine site in accordance with the provisions hereof or the policies or instructions thereon. You further hereby agree that (i) your domain name does not and will not contain the word "Adventure Engine," or any variation thereof (collectively, the "Adventure Engine marks"), and (ii) that you will not purchase or otherwise contract with a third party to exploit any of the Adventure Engine marks for the purpose of causing the Reseller site to appear as a search result in a search for "Adventure Engine" or a close variation thereof, or for any other reason.

8. Representations and Warranties

You agree to never make any representation or warranty on our behalf with respect to our products and services. You warrant and represent that your website is in compliance with all applicable laws and regulations, does not contain any fraudulent, obscene or defamatory material and is suitable in all respects to be linked to us and our program. You are prohibited from displaying misleading or false information about our products, our offers or us.

9. Licenses and Use of the Adventure Engine Logos and Trademarks

9.1 Non-Exclusive Limited License and Use of Adventure Engine Logos - We grant you a non-exclusive, non-transferable, revocable right to access our site through links solely in accordance with the terms of this Agreement, and solely in connection with such links, to use our logos, and similar identifying material (collectively "Licensed Material") solely for the purpose of selling

our product through your portal &/or directing traffic to our site. You may not alter, modify or change the Licensed Material in any way. You are only entitled to use the Licensed Material to the extent you are a member, in good standing, of the Reseller Program. You agree not to use the Licensed Material in any manner that is disparaging or that otherwise portrays Adventure Engine in a negative light. We reserve all of our rights in the Licensed Material, and all other intellectual property rights. We may revoke the rights granted to you pursuant to this section immediately at any time by giving you written notice. You shall obtain no rights in and to the Licensed Material. The rights granted to you pursuant to this section shall terminate upon the effective date of the expiration or termination of this Agreement.

9.2 Non-Exclusive Limited License and Use of Reseller s Logos and Trademarks - You grant to us a non-exclusive license to utilize your names, titles, logos, and trademarks (collectively the "Reseller Marks"), and to advertise, market, promote, and publicize in any manner our rights hereunder; provided, that we shall not be required to so advertise, market, promote, or publicize. You hereby represent and warrant that you are the sole and exclusive owner of the Reseller Trademarks and have the right and power to grant to us the license to use same in the manner contemplated herein, and such grant does not or will not breach, conflict with, or constitute a default under any agreement or other instrument applicable to you or binding upon you; or infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity. This license shall terminate upon the effective date of the expiration or termination of this Agreement.

10. Term of the Agreement

The term of this Agreement will begin upon our acceptance of your Reseller Program application and will end when terminated by either party. Either of us may terminate this Agreement at any time, with or without cause, by giving the other party notice of termination. It is your obligation to keep us informed of your current address. Upon termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our site, and all Adventure Engine trademarks, logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the Reseller Program. You are only eligible to earn commission on sales occurring during the agreement term and we may withhold your final payment for a reasonable time to ensure that the correct amount is paid.

11. Modification

We may modify any of the terms of use contained in this Agreement at any time, in our sole discretion, by posting a change notice or new agreement on our site. Modifications may include, but are not limited to, changes in the scope of available commissions, commission schedules, payment procedures, and Reseller Program rules. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE RESELLER PROGRAM FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

12. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Section.

13. Disclaimers

We make no express or implied warranties or representations with respect to the Reseller Program or any Adventure Engine products sold through the Reseller Program (including, without limitation, warranties of fitness, merchantability, non-infringement, 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 site will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors.

14. 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 RESELLER 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 RESELLER PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT.

15. Indemnification

You hereby agree to indemnify and hold harmless Adventure Engine Inc and its subsidiaries and Resellers, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Reseller Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, (iii) any claim related to your site or your promotional activities, including, without limitation, content therein not attributable to us, or (iv) any action or claim that you sent one or more emails that were unsolicited or were otherwise not in compliance with all applicable laws and regulations

16. 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, customer and vendor lists, and pricing and sales information, concerning us or you, respectively, or any of our Resellers 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 or becomes known or generally available to the public through a source or sources other than such party hereto or its Resellers. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information (a) to any person pursuant to a subpoena issued by any court or administrative agency, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process.

17. Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS OF USE. YOU UNDERSTAND THAT WE MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH YOUR WEB SITE. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE RESELLER PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

18. Miscellaneous

The laws of British Columbia, Canada, will govern this Agreement without reference to rules governing choice of laws. Unless you and we mutually agree otherwise in writing, any action relating to this Agreement must be brought in the courts located in British Columbia, Canada, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent and any attempted assignment shall be null and void. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such a provision or any other provision of this Agreement. If a court having competent jurisdiction declares any provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

Signed this _____ day of _____, 2009

Authorized Signature

Name (print clearly)

Name of Business