

SALES AGREEMENT SUPPLIER

This agreement contains the complete terms and conditions that apply to an individual's or entity's participation in the Adventure Engine Inc.'s Tour Operator /Supplier Program (the "Program"). As used in this Agreement, "we" means Adventure Engine Inc., and "you" means the applicant.

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. We may reject your application if we determine (in our sole discretion) that your service is unsuitable for the Program. Adventure Engine reserves the right to refuse service to anyone at any time with or without cause. We will follow up on your business license, certification, permits and insurance references as well as a credit check to further determine your company's legitimacy, existence and years in business prior to accepting your subscription.

You have an option to utilize our merchant account and if you do we agree to forward all revenues and any taxes that you have programmed to collect from each online sale, less transaction fees, cc discounts and commissions owing. Electronic transfers will be initiated no later than the 20th and the 5th of each month and will represent revenues collected between the 1st and the 15th and the 16th and the last day of the month respectively. Transfers may take from 1 to 5 business days depending on banking institutions. International funds (outside Canada and US banking institutions) will be forwarded bi-monthly by cheque postmarked no later than the 20th and the 5th as above.

Mid month amounts owing of less than \$1500 will not be forwarded until the end of the month. Revenues will always be forward at end of month regardless of the amount. Amounts owing to suppliers outside of Canada will be forwarded by wire, cheque, bank draft or electronic funds transfer.

We agree that customer information collected through your login area and portal is owned by your company and will not be solicited by Adventure Engine or affiliated partners.

Revenues can be wired or mailed at any time upon your request and at your expense.

2.Your Responsibility

It is your responsibility:

- 1) To provide accurate and true information regarding your services, and to keep the information up-to-date.
- 2) To ensure that the information provided by you and your website does not contain pornographic, violent, or racist materials.
- 3) To remove tours you wish to discontinue from being listed in the Adventure Engine web site and network.

- 4) To process any cancellations by customers, manage and update any trip cancellations and provide refunds to your customers. NOTE: DISTRIBUTOR COMMISSIONS AND AE FEES ARE NON REFUNDABLE.
- 5) To provide accurate company information including commissions you are willing to pay resellers such as travel agents. These funds will be deducted from your gross trip revenue and paid automatically to resellers and agents by the Adventure Engine system.
- 6) To have all necessary permits, licenses, certifications and insurance as required by industry standards / law and to provide documentary proof of such upon request.
- 7) To be indemnified and have liability insurance in place and provide proof of that insurance.
- 8) To provide to us, upon request, copies of any participant lists, attendance records or signed waivers for the sole purpose of determining a customer's attendance, in the event a customer disputes having participated or attended.

3. Terms of the Agreements

The terms of this Agreement will begin upon our acceptance of your Program application.

- 1) You agree to pay negotiated subscription start up fees as invoiced before your account can be activated.
- 2) You agree to pay Adventure Engine all fees negotiated (either fixed annual, monthly OR fees per transaction)

Monthly maintenance fees:

IF there are revenues owing to you at month end, fees for the NEXT month will be deducted from that revenue transfer. If NO revenues are owing, fees will be processed to credit card on file by the 10th day of the month for that month (unless you opt to submit post dated cheques).

Transaction fees

IF you are paying transaction fees, those fees are based on full trip price, to a maximum of \$10000 (Canadian funds) PER annum for all sales (credit card sale, corporate booking, other online payment (i.e. Paypal etc) or sale processed by a third party such as hotel or agent). You will be subject to transaction fee of balances owing. This fee applies to any sales (with or without the AE merchant account) completed through

i) The Adventure Engine main site, ii) any Adventure Engine distributor portal, iii) any Adventure Engine affiliate search bar iv) the portal on your site and v) through your backend administration area (trip summary).

- 3) Seat cancellations and schedule changes are not subject to any fees, however, DISTRIBUTOR COMMISSIONS AND AE FEES ARE NON REFUNDABLE.
- 4) If You elect to use the AE merchant account, you agree to pay for online credit card transaction fees incurred during sale (and any other online payment fees that may become available such as direct pay or paypal): Rates subject to change and will be outlined in your invoice.

- 5) You agree to your responsibility to pay any regional, provincial, state or federal taxes to appropriate governing bodies through funds collected during the sale.
- 6) You agree to pay commission fees to distributors, as programmed to the system by your organization, to be deducted from your sale for any purchases made through their website portal or link.
- 7) You agree that if we negotiate a commission rate in a large distributor agreement that is lower than you have programmed, it may result in a commission split between AE and distributor and your commission payout will be the same as what you programmed.
- 8) You agree to use the system for a period of three years and Adventure Engine will ensure your subscription fees do not increase for that term.
- 9) You consent to Adventure Engine obtaining a credit report with respect to your business; we may also contact the Better Business Bureau to verify that there are no outstanding complaints about your business.
- 10) You consent to Adventure Engine featuring your Co. name or logo in advertising or promotional materials (at no cost to you) or quoting statements made by you about the AE system.
- 11) You consent to receiving membership email newsletters about adventureengine.com general & system information, upgrades and specials
- 12) You consent to Adventure Engine monitoring the quality of your trip content and editing grammar or spelling mistakes where necessary
- 13) If a double booking occurs due to inventory not being updated all fees and customer costs incurred will be the responsibility of the operator.
- 14) You agree to follow up on all balances owing and to direct customers to pay balances owing online.. AE is not responsible for outstanding amounts owing.

4. Refunds and cancellations

- 1) It is your responsibility to process any cancellations by customers, manage and update any trip cancellations and provide refunds to your customers.
- 2) We will process refunds on your behalf through our online merchant account only if the original booking was processed using our online merchant account and only if there is a balance of revenues owing to you.
- 3) We will process refunds for an administration fee of \$15 (subject to change)
- 4) You agree to reimburse Adventure Engine for all merchant charge-backs incurred by us related to your services plus a \$35 administration fee.

6. Modification and Termination of Agreement

Either party may terminate this Agreement at any time, with or without cause, by giving written (or email) 5day notice of termination. We may terminate this Agreement at any time, with or without cause, by giving you written notice of termination. We may modify any of the terms and conditions contained in this Agreement, including price and fees, at any time and in our sole discretion, by notifying you of a new agreement. IF ANY MODIFICATION IS

UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING OUR NOTICE OF NEW AGREEMENT WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

If we dissolve the company or cease operations, you have the right to one copy of the source code so that you may continue with your system under your own IT department.

7.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 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 Program will not exceed the total service fees paid by you under this Agreement.

8.Disclaimer

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a 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.

9.Independent Investigation

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

10.Miscellaneous

This Agreement will be governed by the laws of the Canada and the Province of British Columbia, 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 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. 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 provision or any other provision of this Agreement.

Signed this ____ day of _____, 2009

Authorized Signature

Name (print clearly)

Name of Business

