

AFFILIATE PARTNER AGREEMENT

AGREEMENT NO: _____

AGREEMENT : dated _____ between these parties:

COMPANY : **PERSONAL PORTER PTY LIMITED** (ABN 13 117 869 431) of Level 34, AMP Centre, 50 Bridge Street, Sydney, NSW 2000

AFFILIATE : _____ (ABN _____) of

COMPANY REPRESENTATIVE : _____

AFFILIATE REPRESENTATIVE : _____

PURPOSE : _____

PERIOD : _____

AFFILIATE PARTNER AGREEMENT

OPERATING AGREEMENT

This is a legally binding Affiliate Agreement ("Agreement") between you ("Affiliate") and Personal Porter Pty Ltd. ("Company").

1. OVERVIEW

This Agreement contains the complete Terms and Conditions governing the Affiliate's participation in the Company's Affiliate Program. The Affiliate Program enables you to earn commissions by generating online Luggage Delivery bookings that result in an order through the Company's Affiliate's Web Site as set forth in this Agreement. You agree that all of the Company's rules, policies, and procedures concerning customer orders, customer service, and bookings will apply to those customers. The Company may, in our sole discretion, change our policies and operating procedures at any time, without notice.

2. DEFINITIONS

The following definitions shall apply to the terms of this Agreement.

- (i) "Affiliate Web Site" means the collection of web pages, including, code and images, accessible at the URL for the Affiliate's domain name.
- (ii) "You" and "your" refers to the Affiliate.
- (iii) "We," "us" and "Company" refers to Personal Porter Pty Ltd.
- (iv) "Company Marks" includes, among other things, the trademarks, service marks, trade dress, trade name, and logos owned by, used by or applied for by the Company or any of its subsidiaries or related or affiliated entities, including, without limitation, the Company Marks reflected in the Promotional Materials.
- (v) "Company Web Sites" refer to the various web sites owned or operated by the Company,
- (vi) "Creative" means any adverts, artwork or brand development done for Personal Porter by anyone.
- (vii) "Promotional Assets" refers to the html, other code, images (including, but not limited to, banner ads and buttons) and Creative provided by the Company to the Affiliate for use in promoting the sale of Company services on the Affiliate's Web Site or within the Affiliates premises of trade. Promotional Assets include certain Company Marks (as well as banner ads, buttons and other graphical images containing the Company Marks) selected by the Company. The Company owns Company Marks that will not be licensed to the Affiliate under this Agreement. Therefore, Promotional Assets shall not include Company Marks that are not expressly included by the Company in the Promotional Assets.
- (viii) "Qualified Booking" refers to a booking that meets the following criteria:
 - a. the customer books one or more pieces of luggage;
 - b. the booking makes reference to the Affiliates ID number or the booking is generated through a click through on a tagged link by the customer on the Promotional Assets on the Affiliate Web Site; and
 - c. the booking directly results in an actual paid delivery by the customer and is not cancelled.

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3. APPLICATION TO AND ACCEPTANCE INTO AFFILIATE PROGRAM

To become an Affiliate of the Company, you must:

- (i) agree to the terms of this Agreement; and
- (ii) obtain approval of your Affiliate Application by the Company.

The Company reserves the right to refuse to enter into an Affiliate Agreement with you in the Company's sole discretion. Your submission, complete with Affiliate ID will display acknowledgement of the Agreement.

4. LICENSE

4.1 Scope of License: Subject to the terms and conditions of this Agreement and effective upon acceptance into the Affiliate Program and for the duration of this Agreement, the Company hereby grants to the Affiliate a limited, non-exclusive, non-transferable license to use the designated Promotional Assets made available to Affiliate by Company for the sole purpose of linking to the Affiliate gateway web pages designated by the Company and in the manner prescribed by the Company. The Promotional Assets shall reside on a server of the Company or its agent. The Promotional Assets shall not be downloaded or otherwise saved in any form by the Affiliate. The Affiliate shall use only the most current Promotional Assets as may be made available to the Affiliate by the Company from time to time. All rights not expressly granted hereunder are reserved to Company.

4.2 Acknowledgement of Ownership: Affiliate hereby acknowledges Company's exclusive ownership of the Promotional Assets and the Company Marks. Affiliate agrees not to take any action inconsistent with Company's ownership of the Promotional Assets and the Company Marks. Affiliate agrees that any benefits accruing from use of the Promotional Assets shall vest solely and automatically in Company. Affiliate may not modify for public display any Promotional Assets unless the Affiliate obtains advance written permission from the Company, which permission is in the Company's sole discretion and which permission may be revoked at any time. Affiliate shall not form, use, apply for registration of, or claim rights in any trademarks, service marks, logos, or domain names, that contain, are similar to, or dilutive of, any of the Company Marks.

4.3 Sublicensing: Affiliate shall not sublicense, assign or transfer any of the rights granted or licensed under this Agreement. Any attempt by the Affiliate to resell, assign or transfer such rights absent the prior written approval of the Company is void and shall, at the Company's election, result in immediate termination of this Agreement without liability to Company.

4.4 Duration of the License: Affiliate is entitled to use the Promotional Assets during the period in which the Affiliate is a member in good standing of the Affiliate Program. This license will terminate immediately upon termination of this Agreement. The Company may revoke this license at any time and for any reason. Upon termination of this Agreement and/or revocation of this license, Affiliate shall immediately, but in no event later than seventy two (72) hours, cease use of the Promotional Assets.

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5. RULES FOR USAGE OF PROMOTIONAL ASSETS

- 5.1 General Rules:** Affiliates will be provided code necessary for displaying the Promotional Assets on the Affiliate Web Site, which, when clicked on, will enable customers to book reservations for Company. You may use the Promotional Assets solely for the purpose of promoting bookings at the Company website. You may not modify the code in any manner.
- 5.2 Display Rules:** You may display the Promotional Assets only on the Affiliate Web Site approved by the Company or within the designated premises of trade. You may display the Promotional Assets only in the form and in the size prescribed by the Company. You may not modify or alter the Promotional Assets in any way, including size, proportions, colours, elements, type or in any other respect. You may not animate, morph or otherwise distort the perspective or appearance of the Promotional Assets. The Company may update or revise Promotional Assets from time to time.
- 5.3 E-mail:** In the event that you send commercial e-mail containing Promotional Assets to potential customers, you must ensure that:
- (i) the e-mail messages do not violate any laws regulating the sending of unsolicited e-mail or spam;
 - (ii) the e-mail messages are not sent to any recipient unless the recipient has consented to receipt of the e-mail or you have an existing relationship with the recipient; and
 - (iii) the e-mail messages clearly state that the messages are not generated by or for the Company.

In the event that any claim is made against the Company, and its affiliated and related entities, the requirement for indemnification under Section 7 will be applicable.

6. MAINTENANCE OF AFFILIATE WEB SITE; INDEMNIFICATION

Affiliate shall be solely responsible for the design, programming, hosting, content, maintenance, accessibility, and appearance of the Affiliate Web Site. Affiliate shall defend Company and its affiliated and related entities and hold them harmless against any and all claims, demands, losses, damages, or injuries (including, but not limited to, costs and attorneys' fees) they incur arising out of or relating to any action or omission of the Affiliate, regardless of whether such action or omission is within or outside of the scope of this Agreement.

7. MAINTENANCE OF PROMOTIONAL ASSETS; INDEMNIFICATION

Affiliate shall be solely responsible for the maintenance, accessibility, and appearance of the Promotional Assets. Affiliate shall defend Company and its affiliated and related entities and hold them harmless against any and all claims, demands, losses, damages, or injuries (including, but not limited to, costs and attorneys' fees) they incur arising out of or relating to any action or omission of the Affiliate, regardless of whether such action or omission is within or outside of the scope of this Agreement.

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8. PROHIBITED PRACTICES

Affiliate shall not engage in any of the Prohibited Practices:

- (i) framing the Company's Web Sites;
- (i) "mousetrapping" visitors to the Affiliate's Web Site or otherwise interfering with web users ability to close any browser window containing any of the Promotional Assets;
- (ii) distorting or altering the Promotional Assets;
- (iii) copying all or any portion of the Company's Web Sites;
- (iv) registering, transferring, trafficking in, or offering for sale, any domain name that is similar to or contains any of the Company's Marks;
- (v) using the Promotional Assets (including the Company Marks) in a manner that implies or suggests that the Company endorse or sponsor the Affiliates Web Site or any products or services of the Affiliate or any third party;
- (vi) using the Promotional Assets (including the Company Marks) in any manner that tarnishes, blurs or dilutes the Company Marks or that is likely to do so;
- (vii) displaying the Promotional Materials on any web pages that contain any infringing, illegal, immoral, offensive, controversial or pornographic content, which shall be determined by the Company in its sole discretion;
- (viii) displaying the Promotional Materials (including the Company Marks) on any web pages that contain content substantially related to online casinos or online gaming;
- (ix) engaging in any illegal, unethical or unfair or deceptive trade practices;
- (x) using the Promotional Materials (including the Company's Marks) in connection with any feature on your web site that enables comparison of the rates offered by the Company to rates offered by others;
- (xi) sending unsolicited commercial e-mail messages (excluding messages to recipients with whom you have an existing relationship or who consent to receipt of such messages);
- (xii) concealing, misstating, or "spoofing" the originating or return e-mail address for any unsolicited commercial e-mail messages containing any of the Promotional Assets;
- (xiii) using any e-mail address containing any of the Company Marks;
- (xiv) engaging in any conduct that would be detrimental to the status of the Company, or its affiliated and related entities, as licensed gaming entities; and
- (xv) any other practice that the Company designates or concludes is prohibited in its sole discretion.

9. COMMISSIONS

9.1 Qualified Bookings: The commissions are payable to the Affiliate only for Qualified Bookings. You will not earn commissions for customers who book their reservations at Company Web Sites, unless the customer makes reference to the Affiliates ID number, if the booking was not completed through a tagged link from the Affiliate Web Site and the actual delivery did not occur.

9.2 Calculation of Commissions: The commission payable to the Affiliate shall either be a fixed value or calculated from a percentage of the rate paid for shipping that excludes taxes and surcharges, from a Qualified Booking.

9.3 Payment of Commissions: Payments of commissions are made 30 days following month of the date in which the order was shipped, not the date of the Qualified Booking. For example, for a Qualified Booking made in June for a scheduled pickup that takes place in July, the commission would be paid by the end of August. When this Agreement terminates, any commissions due at the time of termination will be paid at the end of the month following termination. We will not pay any commissions generated through Promotional Assets that have been altered or modified by you in violation of Sections 5 or 7.

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10. REPRESENTATIONS

Affiliate represents and warrants that :

- (i) Affiliate shall display the Promotional Assets in accordance with this Agreement and in a professional and tasteful manner, which shall be determined in Company's sole discretion;
- (ii) the Affiliate is not engaged in and will not engage in during the term of this Agreement any of the Prohibited Practices;
- (iii) you have duly and validly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation and is fully enforceable against you; and
- (iv) you are duly organized, validly existing and in good standing under the laws of your State of organization and have full power and authority to perform this Agreement.

11. MODIFICATION

We may modify any of the terms and conditions in this Agreement, and/or any of our policies and operating procedures at any time and from time to time, in our sole discretion. You will be notified by email of any modification to the terms and conditions to this Agreement and a change notice will be posted to you. If the modification is not acceptable to you, you may terminate your continued participation in the Affiliate Program. Your continued participation in the Affiliate Program after modifications to the Affiliate Program are made constitutes your acceptance of the modifications.

12. TERMINATION

The Company may terminate this Agreement at any time for any reason or no reason. You may terminate this Agreement at any time for any reason or no reason. This Agreement automatically terminates if you breach any provision of this Agreement. In the event of termination, you shall immediately remove the Promotional Assets from the Affiliate Web Site. Sections 4.2 and 6 (indemnification) survive the termination of this Agreement.

13. DISCLAIMER OF WARRANTIES

The Promotional Assets and any other materials provided by the Company pursuant to this Agreement are provided "as is." Company disclaims all warranties, whether express, implied or statutory, including without limitation the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

14. LIMITATION OF LIABILITY

Company disclaims all compensatory, consequential, incidental or special damages or lost profits arising out of or in connection with this agreement.

15. PUBLICITY

Affiliate shall not issue any press release nor make any public statement regarding this Agreement (including the terms and existence thereof) or the relationship of the parties without the Company's prior written approval which may be withheld in Company's sole discretion.

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16. CONFIDENTIALITY

The Affiliate shall use its reasonable effort to keep confidential the terms and conditions of this Agreement and all information regarding the click through rates for Promotional Assets and information on customers who click on the Promotional Assets.

17. RELATIONSHIP OF THE PARTIES

The relationship of the Affiliate to the Company shall be that of an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties.

18. CHOICE OF LAW AND FORUM; IDENTIFICATION OF PARTIES

This Agreement shall be governed by the law of the State of New South Wales (Australia) and any dispute arising out of any act or contract to which these Conditions apply shall be subject to the exclusive jurisdiction of New South Wales.. This Agreement contains the entire understanding and agreement between the parties hereto.

EXECUTED as an agreement

<p>SIGNED for PERSONAL PORTER by a duly authorised officer in the presence of :</p> <p>_____</p> <p>Signature of authorised person</p> <p>(Name) (Position)</p> <p>_____</p> <p>Signature of witness</p> <p>_____</p> <p>Witness name (print)</p>	<p>SIGNED for _____ by a duly authorised officer in the presence of :</p> <p>_____</p> <p>Signature of authorised person</p> <p>(Name) (Postion)</p> <p>_____</p> <p>Signature of witness</p> <p>_____</p> <p>Witness name (print)</p>
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