

AFFILIATE PROGRAM AGREEMENT

By registering to the Affiliate Program, the Affiliate acknowledges that has reviewed and understands the Affiliate Program Agreement and accepts the terms and conditions.

BETWEEN: **BAOLAU PTE. LTD.** ("Baolau"), a company organized and existing under the laws of the Republic of Singapore, with its head office located at 340 Clementi Avenue 5 #03-236 120340 Singapore

AND: **THE AFFILIATE** ("Affiliate"), an owner of a website or blog whose details are submitted through the Registration form.

In consideration of the terms and covenants of this Agreement, and other valuable consideration, the parties agree as follows:

1. SCOPE OF THE AGREEMENT

- 1.1. The Affiliate has the obligations to insert links or widgets on its website or blog redirecting users to Baolau's site. Baolau will make available to the Affiliate links and widgets to be placed on the Affiliate's website or blog which will direct users to Baolau's site via url. Baolau will provide the Affiliate with an Affiliate ID which must be included as a parameter in the links and widgets. The Affiliate ID will allow Baolau to trace the traffic and track the activity resulted from the usage of links and widgets placed on the Affiliate website or blog.
- 1.2. As a registered Affiliate, the Affiliate is given a limited term license, during the term of the Affiliate Program, to utilize Baolau's logo images on Affiliate's website or blog.
- 1.3. Baolau makes available to the Affiliate materials such as links, widgets, images and other information advertising its site to be used subject to the terms of this Agreement. These materials will contain its trademarks and other proprietary property. The Affiliate may display these materials on the Affiliate's website or blog for the purpose of promoting Baolau's site and participating in this Affiliate Program. The Affiliate will cooperate with Baolau in the establishment and placement of materials on the Affiliate's web site.
- 1.4. The Affiliate will not modify the materials that Baolau provided to the Affiliate. The Affiliate consents Baolau to monitor the Affiliate's website or blog to determine continued compliance with this Agreement.
- 1.5. The Affiliate consents Baolau to include information relative to traffic originated on the Affiliate's website or blog in Baolau reports. This information may be provided to outside parties.

2. SERVICE

- 2.1. Baolau will be responsible for handling all customer inquiries, bookings, orders, payment transactions and shipments relative to customers that enter Baolau's site through the links from the Affiliate's website or blog. Products and services is totally within the discretion of Baolau, which reserves the right to change the pricing structure, terminate any special offers, discontinue products or services, or change the terms under which products or services are offered at any time, without any advanced notice to the Affiliate. Baolau's only responsibility to the Affiliate is to track the user activity originated on the Affiliate's website or blog, and make reports containing the commissions due to the Affiliate as a result

thereof. All such reports shall be un-audited. Baolau will have no obligation to provide the Affiliate with any specific information relative to any customer, regardless of whether they access Baolau's site through the link from the Affiliate's website or blog.

2.2. Baolau is not responsible for the failure to assign any sale to the Affiliate if the same results from the improper formatting of the link from the Affiliate's website or blog. The Affiliate should assure at all times that the link or the widget is appropriately formatted and it contains the Affiliate ID. In case of problems, the Affiliate must report to Baolau immediately.

3. REMUNERATION

3.1. Baolau shall pay a commission to the Affiliate based upon ticket sales made by customers who access Baolau's site from the Affiliate's website or blog through a link or a widget associated with the Affiliate ID assigned to the Affiliate.

3.2. The amount to be paid as commissions hereunder is set out as the following:

- For flights, 1.0 USD per ticket sold in all markets
- For trains, 0.5 USD per ticket sold in Vietnam
0.5 USD per ticket sold in Cambodia
1.0 USD per ticket sold in Laos
1.0 USD per ticket sold in Thailand
1.0 USD per ticket sold in Malaysia
1.0 USD per ticket sold in China, including Hong Kong
1.0 USD per ticket sold in Taiwan
1.0 USD per ticket sold in Japan
- For buses, 0.5 USD per ticket sold in all markets
- For ferries, 0.5 USD per ticket sold in all markets

Baolau reserves the right to change and amend the commission rate structure at any time, in Baolau's sole discretion.

3.3. Commissions will only be paid on ticket sales that are tracked through the Affiliate ID and are associated to the Affiliate's website or blog as the source. There is no right to commissions if a user later returns to Baolau's site and makes a purchase through another link or source other than through the Affiliate's website or blog. The Affiliate has no right to commissions based upon subsequent sales, even if the customer first arrived at Baolau's site through the link from the Affiliate's website or blog. Commissions will only be tracked and paid when the user makes a purchase using the cookie that is generated when the user visits Baolau's site using the link or widget inserted in the Affiliate's website or blog.

3.4. Commissions will be paid to the Affiliate on a quarterly basis, on the 10th day of the subsequent month for sales received during the previous three (3) months. All payments will be transferred to the bank account provided by the Affiliate in the Registration form, with a minimum transfer of One Hundred United States Dollars (USD\$100). In case that the total commission is less than One Hundred United States Dollars (USD\$100), Baolau will accrue to the Affiliate account and payment will be made on the next quarter in which the total commissions reach the minimum of One Hundred United States Dollars (USD\$100). Baolau reserves the right to amend the minimum commission payment amount at any time.

4. CUSTOMERS' PROVENANCE

- 4.1. All customers who purchase through Baolau's site, regardless of whether they may have been redirected through the link or widget placed on the Affiliate's website or blog, are deemed to be Baolau's customers and not the Affiliate's customers relative to Baolau's products and services.
- 4.2. Baolau will have the right to contact these customers and send future marketing offers to them. The Affiliate will have no right to commissions on subsequent purchases that may be made by these customers, except for subsequent purchases that may be tracked at the time of purchase through a link or a widget placed on the Affiliate's website or blog.
- 4.3. Additionally, all such customers and purchases will be subject to Baolau policies, procedures, rules and regulations and the Affiliate has no right or authority to amend or offer any different offers relative to the purchase of products from Baolau's site. Baolau reserves the right to amend any of its terms, conditions, policies, procedures, pricing and all other items relative to Baolau's business at any time in its sole discretion.

5. TRADEMARKS AND COPYRIGHTS

- 5.1. The Affiliate will have a non-exclusive, limited term license to use the trademarks, logos, and copyrighted material that Baolau provided to the Affiliate. The Affiliate may only use the images that Baolau specifically makes available to the Affiliate Program. The Affiliate may not distribute, reproduce, modify, amend, these images in any way. The Affiliate may use these images only for the purposes of promoting Baolau's site and products on the Affiliate's website or blog in compliance with the terms of this Agreement.
- 5.2. This license shall immediately terminate upon the termination from the Affiliate Program. Baolau may also terminate this license upon notice to the Affiliate in the event that the Affiliate's use of these items is contrary to or does not conform with this Agreement. The Affiliate agrees that Baolau retains all right to all such materials. The Affiliate will not gain any trademark, copyright or other proprietary rights to such materials. The Affiliate agrees not to take any action that is contrary to or inconsistent with Baolau rights to these materials. The Affiliate will not use these materials in any way that is damaging, defamatory or negative to Baolau. Baolau may revoke the limited license granted hereunder at any time in writing to the Affiliate. Upon termination or revocation, the Affiliate will immediately cease from any use this material.
- 5.3. The Affiliate grants to Baolau a non-exclusive right and license to use the Affiliate's trademark, title of website or blog, logo, and copyrighted materials for the purposes of promoting, advertising, announcing, or marketing the Affiliate participation in the Affiliate Program.

6. RELATIONSHIP OF THE PARTIES

The parties hereto are independent contractors and nothing contained herein shall be interpreted as creating any relationship other than that of independent contracting parties. The parties shall not be construed as being partners. The Affiliate has no power or authority to bind Baolau to any obligation, agreement, debt or liability. The Affiliate shall not hold itself out as an agent or representative of Baolau.

7. COMMENCEMENT

The effectiveness of this Agreement shall upon the approval of the Affiliate registration or the placement of relevant materials, links or widgets on the Affiliate's website or blog. This Agreement shall remain in full force and effect until terminated by the Affiliate or by Baolau.

8. SUSPENSION

Baolau has the right to suspend the Affiliate account if no links or widgets have been inserted or no traffic has been recorded after six (6) consecutive months, without need of giving prior notice via email. Any data recorded previously will be stored and made accessible by request of the Affiliate. Any suspended account can be activated by request of the Affiliate under the terms of this Agreement.

9. TERMINATION

Either Baolau or the Affiliate may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination in compliance with this Agreement. Notices sent hereunder shall be via email to the Affiliate's email address specified in the Registration form and to Baolau at the email address affiliates@baolau.vn. Any and all notices to the Affiliate or Baolau via email at such addresses shall be deemed to be effective notice for all purposes.

10. MODIFICATIONS

Baolau reserves the right in its sole and absolute discretion, to modify any terms and conditions of the Affiliate Program and the terms and conditions of this Agreement upon notice to the Affiliate. Notice of any changes may be given via email to the Affiliate or by posting such changes in the Affiliate Program sections of Baolau's site. Such changes and modifications will take effect upon transmission of email or posting on Baolau's site. The Affiliate may terminate participation in the Affiliate Program in the event that any of these modifications are unacceptable to the Affiliate and such termination shall be the Affiliate sole and exclusive remedy. In the event that the Affiliate continues to participate in the Affiliate Program following such modifications, the Affiliate will be deemed by the Affiliate continued participation to accept any and all such changes.

11. LIABILITIES

10.1. BAOLAU HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND LIABILITY RELATED TO ANY DOWNTIME OR FAILURE FOR USERS TO BE ABLE TO ACCESS ITS SITE OR TO ACCESS ITS SITE USING THE LINK OR THE WIDGET FROM THE AFFILIATE'S WEBSITE OR BLOG. FURTHERMORE, BAOLAU SHALL NOT BE RESPONSIBLE FOR AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATED TO ITS SITE, THE AFFILIATE PROGRAM, THE AFFILIATE PARTICIPATION IN THE AFFILIATE PROGRAM, THE AFFILIATE ABILITY TO MAKE ANY COMMISSIONS OR OTHERWISE PROFIT THROUGH PARTICIPATION IN THIS AFFILIATE PROGRAM, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR MERCHANTABILITY, NON-INFRINGEMENT, OR ANY CLAIM MADE BASED UPON BAOLAU'S COURSE OF DEALING OR USAGE OF TRADE. BAOLAU DOES NOT REPRESENT OR WARRANT THAT ITS SITE, INCLUDING BUT NOT LIMITED TO ITS LINK OR WIDGET TRACKING FEATURES, WILL BE ERROR FREE OR THAT THEY WILL FUNCTION WITHOUT INTERRUPTION.

10.2. BAOLAU SHALL NOT BE RESPONSIBLE FOR ANY DIRECT OR INDIRECT DAMAGES OR LIABILITIES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, LOSS PROFITS, LOST BUSINESS OPPORTUNITY OR ANY OTHER DAMAGES; REGARDLESS OF WHETHER BAOLAU WAS OR HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME AND TOOK NO ACTION TO PREVENT THE SAME.

10.3. Without limiting the forgoing, Baolau total liability shall never exceed the total commissions paid and payable by Baolau pursuant to the terms hereof.

12. INDEMNIFICATION

The Affiliate hereby holds Baolau harmless from and against any and all claims, liabilities, damages, actions, causes of action, suits, threats, demands, settlements, including all costs and attorney fees related thereto, that Baolau may incur and which are based in whole or in part upon the Affiliate participation in the Affiliate Program, any claims that any of the Affiliate trademarks and other proprietary material infringe upon the rights of any other party, the Affiliate breach of any term contained in this Agreement or any policies of participation in the Affiliate Program, or any claim related to the Affiliate use, operation or the content of the Affiliate's website or blog.

13. GOVERNING LAW

This Agreement shall be interpreted under the laws of the Republic of Singapore. Any and all legal actions relative hereto shall be in the courts of Republic of Singapore.