

MLT AFFILIATE PROGRAM AGREEMENT

This agreement (“Agreement”) contains the complete terms and conditions for your participation in the MLT Vacations Inc. Affiliate Program (“Program”), and the establishment of links from your website(s) to www.worryfreevacations.com or www.nwaworldvacations.com.

1. *Requirements for Participation*

- 1.1. Your agency must currently have an account, in good standing, and be preferred status, as established with MLT Vacations Inc. to sell Worry-Free Vacations and/or Northwest Airlines WorldVacations products.
- 1.2. You shall prominently display and maintain the web links provided to you by MLT Vacations Inc. on your website. You can link directly to the www.worryfreevacations.com and/or www.nwaworldvacations.com homepage or any page within either of these websites. Affiliate links, including Worry-Free Vacations and WorldVacations logos, names, or images may only be utilized on your website and not on 3rd party websites and e-mails. If requested, MLT Vacations Inc. will provide a high-resolution version of the Worry-Free Vacations or the WorldVacations logos to use on your website.
- 1.3. You warrant and represent to us that your website: (i) is in compliance with all applicable laws and regulations; (ii) does not contain any material that is fraudulent, defamatory or obscene; and (iii) is suitable in all respects to be linked to an MLT Vacations Inc. branded website. You agree that you will not create an impression that your website is www.worryfreevacations.com or www.nwaworldvacations.com. We reserve the right to monitor your website, and if your website is not in compliance with MLT Vacations Inc. Affiliate Program standards we reserve the right to terminate this Agreement at any time.
- 1.4. Using derivatives of Northwest Airlines WorldVacations or Worry-Free Vacations brand names as keywords in domain names, meta tags, and keyword Search Engine Marketing (purchasing keywords or using keywords in ad listings) is prohibited under this Affiliate Program.

2. *MLT Vacations Inc. Obligations*

- 2.1. MLT Vacations Inc. shall provide you with a unique “Affiliate code” and a URL, containing your unique Affiliate code, to use to link to our website(s). Worry-Free Vacations and/or WorldVacations logos are available on request.
- 2.2. We shall make monthly reports available to you that designate the number of users referred to www.worryfreevacations.com or www.nwaworldvacations.com from your website and the booking numbers of all bookings made in the previous month.

3. *Ownership*

- 3.1. MLT Vacations Inc. shall own all intellectual property rights (including without limitation all copyrights, patents, trademarks and trade secrets) in connection with and in all versions of www.worryfreevacations.com and www.nwaworldvacations.com

4. *Compensation*

- 4.1. MLT Vacations Inc. will pay you commissions for each confirmed, departed booking made as a result of a user linking from your website to either www.worryfreevacations.com or www.nwaworldvacations.com. The commission will only be paid if the user is tracked on MLT Vacations internal online tracking system.

You agree that no commissions will be paid if the user cannot be tracked by MLT Vacations internal ordering system. Commissions shall be paid as follows:

- 4.2. MLT Vacations Inc. uses cookies to track Affiliate information and to track sales for a specific user for Ten (10) calendar days immediately following that user's initial click from the Affiliate web site to a MLT Vacations Inc. branded web site. Commissions will be paid on any bookings made by that user within the ten (10) day "Cookie" period that are trackable by MLT Vacations internal tracking system. For bookings to be trackable, Cookies must be enabled (at key times) on the user's computer. As users can delete cookies or change their permission of cookie use, MLT Vacations Inc. makes no guarantees as to the success of references.
- 4.3. Worry-Free Vacations and NWA WorldVacations Commission:

2006 Referral Commission Structure
Effective January 16th, 2006

Commission Group	Bkg Source	WF Air Only and WV Air ¹ (Category A)	WF Air Only and WV Air ¹ (Category B)	WF Package ² /LO & WV ³ Land (Category A)	WF Package ² /LO and WV ³ Land (Category B)
Non-Preferred	Web	3%	3%	6%	5%
Preferred	Web	5%	5%	10%	5%

¹ Air includes the air portion of WV Packages

² Package bookings are air and a two-night minimum hotel stay

³ Land includes Land Only and the land portion of WV packages

*Category A destinations defined as: Europe, Asia, Mexico, Caribbean, Hawaii, California, Florida, Nevada

*Category B destinations defined as: Canada & US (excluding the states of Hawaii, California, Florida, Nevada)

5. *Payments*

- 5.1 All commissions will be paid post-departure as part of your standard upfront commission payments. Commissions will only be paid on confirmed commissionable revenue. Affiliate Program bookings will count towards production goals.

6. *Audit Requests*

- 6.1 All calculations under this Agreement will be based upon data from MLT Vacations Inc. systems and internal records. You agree to accept MLT Vacations Inc. records as final. However, if you request an audit of results, it must provide a listing of all transactions for the period in question. If no error is found, an audit fee in the amount of \$1,500 will be assessed from your agency.

7. *Force Majeure*

- 7.1 Either party shall be excused from performing under this Agreement to the extent that, such performance is prevented by the occurrence of any acts of God, war, fire, flood, weather, mechanical difficulty, power shortage, labor disruption or any other cause beyond its control for the duration of such cause or conditions. Each party agrees to use its best efforts to minimize as much as possible and rectify as soon as possible any harm or delay which is created thereby.

8. *Modification*

8.1 We reserve the right to modify this Agreement for future applications, at any time, at our sole discretion. Notifications made by written letter, email or fax shall be considered sufficient notice to you of a modification to the terms and conditions of this Agreement. Modifications may include, but are not limited to, changes in the scope of available commission fees, commission schedules, payment procedures, and program rules. If any modification is unacceptable to you, your recourse is to terminate this Agreement. Your continued participation in the Program following our notification of a change in this program or a new agreement will constitute binding acceptance of the change.

9. *Term and Termination*

9.1 This Agreement shall commence upon your receipt of the Affiliate Program unique code and link information. Either party may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Written notice can be in the form of mail, email or fax. You are only eligible to earn commissions occurring during the term of the Agreement, and commissions earned through the date of termination will remain payable. If this Agreement is terminated because (i) you have violated the terms of this Agreement, or (ii) your account with MLT Vacations Inc. falls out of good standing, or (iii) your Agency closes, you are not eligible to receive any commission payments, even for commissions earned prior to termination. We reserve the right to withhold your final payment for a reasonable time to ensure that the correct amount is paid. Upon termination or expiration of this Agreement for any reason, you shall immediately remove any Worry-Free Vacations or Northwest Airlines WorldVacations links from your website.

9.2 MLT Vacations Inc. reserves the right to place a technical block on any link coming into www.worryfreevacations.com or www.nwaworldvacations.com from an agency in violation of any term of this Agreement.

10. *Non-Disclosure*

10.1. Neither MLT Vacations Inc. nor Your Agency shall provide copies of this agreement or release any information about this agreement or its contents (including news releases, photographs, films, videotape, public announcements, and confirmations of same) to third parties without prior written consent of the other party. This clause shall remain in effect during the term of this agreement and for three (3) years after the termination of this agreement.

11. *Disclaimer*

11.1. We make no express or implied warranties or representations with respect to the MLT Vacations Inc. Affiliate Program or your potential to earn commissions from the MLT Vacations Inc. Affiliate Program. In addition, we make no representation that the operation of our web sites, www.worryfreevacations.com and/or www.nwaworldvacations.com or the Affiliate Sites will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or down time.

12. *Applicable Law and Venue*

12.1. This Agreement shall be deemed to have been made in the State of Minnesota, U.S.A. and shall be interpreted and the rights and liabilities of the Parties hereto determined in accordance with the law of the State of Minnesota, U.S.A., without regard to conflicts of law principles. The Parties consent to the exclusive jurisdiction of United States Federal District Court does not have Jurisdiction, the District Court of Dakota County, for the determination of any claim or controversy between the Parties and arising out of or relating to this Agreement. Both Parties hereby consent to the jurisdiction of said Court and waive any objections as to personal jurisdiction or as to the laying of venue in such courts due to inconvenient forum or any other basis.

13. Complete Agreement

- 13.1. The terms, conditions and provisions of this Agreement, drawings, schedules, exhibits, annexes or riders annexed hereto and by this reference made in part of this Agreement, constitute the entire agreement between the Parties hereto and shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto with respect to the subject matter of this Agreement. There are no terms, agreements or understandings between the parties that are not expressly set forth herein. In the event of an irreconcilable conflict between this Agreement and the terms of representations, or agreements issued by Vendor, this agreement shall have precedence and any annexes or other attachments hereto shall have precedence over the agreement. This Agreement shall not be changed or amended except by an instrument in writing signed by duly authorized agents of MLT.