



**Partner, pärt'ner, n.** One who partakes or shares with another; an associate.  
**Profit, pro'fit', n.** An advantage, benefit or gain.  
**-vi.** To derive profit; to improve; to be made better.



## Join BOOKDirect's Partners In Profit affiliate program, and find out what these words really mean.

**Are you ready for more revenue?** Enable your website to receive online reservations through the high-powered BOOKDirect hotel reservation system, and you'll make money on every single booking made through your site.

**If you've got hotels listed on your site,** BOOKDirect dramatically increases the value of their listing by offering an immediate call to action for visitors looking to book rooms. If you don't have hotel listings yet, BOOKDirect can provide you with listings customized to match the exact look of your site. BOOKDirect instantly adds value to your website, attracts visitors, and keeps them on your site longer—all while turning your website into a profit center.

**Here's how it works:** After your site has been approved, we'll enable your visitors to book at over 54,000 hotels worldwide — and we'll pay you 50% of the transaction fee on every booking through your site (that's about 5% of the total room revenue). You get access to BOOKDirect's incredible reporting system, and the opportunity to participate in other revenue opportunities, such as our Package and CustomerDirect programs.

**So if you're ready to add value to your site, increase traffic and make more money,** just fill in the attached forms and return them to us. Questions? Please give us a call at 1-800-IN-SPYRE, or send an e-mail to [sales@bookdirect.com](mailto:sales@bookdirect.com). We have many ways to give you access to our technology, from turnkey sites matching your look and feel, to giving you a database of links. Our Partners In Profit activation team will happy to tell you about your options, and all of the opportunities that Partners In Profit and BOOKDirect have waiting for you.



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[Http://www.bookdirect.com](http://www.bookdirect.com)  
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Tel (416) 487-7797 Fax (416) 487-7706



**Affiliate Activation Kit**

BOOKDirect by Spyre Infostructure Inc.  
 25 Imperial Street, Suite 210  
 Toronto, ON, M5P 1B9  
 Tel (416) 487-7797 Fax (416) 487-7706

Date	Valid from (date)
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Please complete and fax to 416-487-7706. Questions? Call 416-487-7797 or email sales@bookdirect.com

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**Affiliate Information**

Name of company / organization		Corporation or company? (pick from list below)	
Legal name of company (if different than above):		Incorporated/registered under the laws of (pick from list below):	
Mailing address 1:			
Mailing address 2:			
Main contact name:		Main contact title:	
Contact e-mail:	Contact telephone:	Fax:	

**Contact Information**

Technical contact (for website integration):	Title:	E-mail:
Telephone:	Alternate telephone:	Fax:
Accounting contact :	Title:	E-mail:
Telephone:	Alternate telephone:	Fax:
Preferred method for receiving payment:		
<input type="checkbox"/> Cheque <input type="checkbox"/> Direct deposit		
For direct deposit option: (Please attach a blank cheque marked 'void' if you choose this option)		
Bank name:	Branch address:	Account type: (pick from List below)
Account name:	Branch and institution code:	Account number:

**Website URL(s):**


**Signing Authority. We agree to the attached terms of service.**

Signature	Print name and title
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## ONLINE HOTEL RESERVATION SYSTEM TERMS OF SERVICE

This Agreement is entered into between **SPYRE INFOSTRUCTURE INC.**, a corporation incorporated under the laws of Canada (“**Spyre**”) and a website and or company (“**Company**”), as of first day of use of the **Website** (the “**Effective Date**”).

### Background:

- A. Spyre is in the business of, among other things, providing Internet-based reservations and related services to the hospitality industry.
- B. Company owns and/or operates a portal of content and services through a website accessible online (the “**Website**”).
- C. Company and Spyre wish to enter into a revenue-sharing relationship in respect of certain on-line hotel reservation services provided by Spyre to users of the Website (the “**Users**”), on the terms and conditions as specifically set forth herein.

NOW THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. **On-line Hotel Reservation Services.** Company hereby engages Spyre, and Spyre agrees to provide, Internet-based hotel reservations and related services (the “**Reservation Services**”) through its BOOKDirect on-line reservation system (the “**BOOKDirect System**”) to Users. To facilitate the provision by Spyre of the Reservation Services, Company shall establish and provide prominent links to the BOOKDirect System, from various locations within the Website including, but not limited to, the home page and the “Hotels” page.
2. **Exclusivity.** Company agrees that during the Term (as defined below), Spyre shall be the exclusive provider of the Reservation Services on the Website and Company shall not promote or otherwise offer services similar to the Reservation Services from any other person or entity other than Spyre.
3. **Right of first refusal.** The parties agree that in the event that Company intends to offer Users other forms of travel-related reservation services through the Website (collectively, “**Additional Services**”), Spyre shall have the right of first refusal with respect to being the exclusive provider of such Additional Services, and shall have the right to match any offer received by Company from any third parties in respect of any such Additional Services.
4. **Compensation.** Company shall be entitled to the lesser of 5% of the hotel room revenue booked online or an amount equal to fifty per cent (50%) of Net Revenues generated from hotel bookings through the Website (the “**Hotel Booking Fees**”) when commission paid by hotel is less than 10%. For the purposes of this Agreement, “**Net Revenues**” means the gross revenues received by Spyre from hotel bookings through the BOOKDirect System less cancelled bookings and no-shows (i.e., where a customer fails to arrive).
5. **Reporting and Audit Rights.** The parties shall provide each other with standard monthly reports (the “**Reports**”), within fifteen (15) days of the applicable month, setting out all relevant information relating to the Hotel Booking Fees and the E-mail Compensation (in the case of Spyre) or the Advertising Compensation (in the case of Company). Each party shall have the right, at its own expense, upon ninety (90) days’ written notice and during normal business hours, to inspect and audit the records of the other party that are directly relevant to the verification of any Report. Any such audit shall be conducted by a firm of independent certified public accountants reasonably acceptable to the party being audited. In the event that any shortfall in the total amount of the compensation owing exceeds ten percent (10%) of the total amount of the compensation due with respect to the reporting period audited, the audited party shall reimburse the other party for the fees and reasonable expenses of the audit.
6. **Ownership and Licenses.**
  - (a) *Spyre’s Ownership.* Company acknowledges that Spyre and/or its licensors own all the right, title and interest in and to the BOOKDirect System and the Content Management System, including, without limitation, all copyrights, trademarks, trade secrets, or any other intellectual property rights associated therewith. Nothing in this Agreement shall be construed as granting Company any ownership right in, or license to, the BOOKDirect System and the Content Management System or any other proprietary rights (including, but not limited to, all copyrights, trademarks, patents, and trade secrets) belonging to Spyre, except as specifically provided herein.
  - (b) *Company’s Ownership.* Spyre acknowledges that Company and/or its licensors own all the right, title and interest in and to the content of the Website, including, without limitation, all copyrights, trademarks, trade secrets, or any other intellectual property rights associated therewith. Nothing in this Agreement shall be construed as granting Spyre any ownership right in, or license to, the content of the Website or any other proprietary rights (including, but not limited to, all copyrights, trademarks, patents, and trade secrets) belonging to Company, except as specifically provided herein.
  - (c) *Licenses.* Each party grants to the other a non-exclusive, non-transferable, royalty-free right to: (i) display the trademarks of the other party; and (ii) use its intellectual property solely to perform their respective obligations or otherwise as contemplated under this Agreement. For greater certainty, each party reserves all of its intellectual property rights not explicitly granted in this Agreement.
7. **Representations and Warranties.** Each party represents and warrants to the other party that: (i) it has the full corporate right, power and authority to enter into this Agreement to grant the licenses granted hereunder and to perform the acts required of it hereunder; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

Except as specifically provided herein, the BOOKDirect System and the Content Management System are being provided by Spyre on an “as is” basis without any warranty, representation or conditions of any kind, whether express or implied, regarding the merchantability, non-infringement, title, or fitness for a particular purpose of any services or products provided under this Agreement.

### 8. Liability and Indemnity

- (a) *Limitation of Liability.* Under no circumstances will either party be liable to the other for any indirect, incidental, consequential, special or exemplary damages, including any lost profits, or loss of market or opportunity, however arising in connection with the subject matter of this Agreement, except as specifically provided herein. THE LIABILITY OF EITHER PARTY FOR DAMAGES OR ALLEGED DAMAGES

HEREUNDER WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY IS LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AGGREGATE AMOUNT OF PAYMENTS MADE HEREUNDER.

(b) *Indemnity.* Each party will defend, indemnify, save and hold harmless the other party, its officers, directors, agents, affiliates and employees from any and all third party claims, demands, liabilities, costs or expenses, including reasonable legal fees, resulting from or related to: (i) a material breach of its representations, warranties and covenants in this Agreement, (ii) any acts or omissions which involve negligence, recklessness or intentional misconduct by it, and its employees, agents and representatives, and (iii) the infringement or allegation of infringement of its intellectual property. Each party agrees to: (i) promptly notify the other party in writing of any indemnifiable claim and give the other party the opportunity to defend or negotiate a settlement of any such claim at such other party's expense, and (ii) co-operate fully with the other party, at the other party's expense, in defending or settling such claim.

9. **Term and Termination.** This Agreement shall commence on the Effective Date and shall remain in effect for one (1) year after the Effective Date, and will automatically renew for one (1) year periods thereafter unless terminated earlier in accordance with the provisions set out herein (the "**Term**"). Either party may terminate this Agreement immediately in the following circumstances: (i) where the other party materially breaches any of its representations, warranties or obligations under this Agreement and such breach is not cured within thirty (30) days of written notice from the non-breaching party specifying the breach; or (ii) where the other party ceases business in the ordinary course or makes an assignment for the benefit of its creditors. Upon the termination of this Agreement, the parties agree to return any and all materials provided to each other under the terms of this Agreement, or, upon the written instructions of the owner of such material, destroy all such materials and provide a certificate confirming the completion of such action.

10. **Miscellaneous.**

*Entire Agreement, Amendments, Jurisdiction.* This Agreement and any schedules attached hereto, constitutes the entire agreement of the parties and supersedes all prior agreements, representations and communications between the parties. This Agreement may be amended, modified or terminated only by a written instrument signed by the parties hereto. This Agreement shall be governed by, and construed in accordance with, the laws of the province of Ontario and the applicable laws of Canada. The parties submit to the non-exclusive jurisdiction of the courts of Ontario, Canada.

*Severability, Waiver, Assignment.* If any provision of this Agreement is held to be invalid or unenforceable for any reason: (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. This Agreement may not be assigned by either party without the prior written consent of the other. The rights and obligations under this Agreement shall be binding upon, and enure to the benefit of, the parties and their respective successors and permitted assigns.

*Force Majeure.* Neither party shall be liable for, or be considered in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence.

*Independent Contractors.* The parties to this Agreement are independent contractors. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create a joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

*Notices.* Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given: (i) when delivered, if personally delivered, (ii) when receipt is electronically confirmed, if faxed or e-mailed (with hard copy to follow via first class mail, postage prepaid) or (iii) one (1) day after deposit with a reputable overnight courier, in each case addressed to the intended recipient, as set forth below, or such other or additional address as one party has by written notice given to the other party.

*Counterparts.* This Agreement may be executed in counterparts and/or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same document.

*Survival.* The provisions under sections 6 to 10 shall survive the termination of this Agreement.

*Acceptance.* By using the **BOOKDirect System** you agree that your access and use of the *BOOKDirect* system will be governed by these Standard Terms of Use (the "Terms"), as amended from time to time. If you do not agree to these Terms, do not use the System. You agree that *BOOKDirect* may, at its sole discretion, modify the Terms at any time with or without notice to you. The revised Terms shall be e-mailed to **Company**. You should review these Terms on a regular basis. You agree that your continued use of this System after any revised Terms have been delivered constitutes your consent to be bound by such revised Terms.

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