WHITE LABEL SERVICE AGREEMENT

THIS SERVICE AGREEMENT (hereinafter referred to as the "Agreement") is dated this ____ day of_____, 20_____ by and between Brightsun Travel Group b2b brand , (hereinafter referred to as "BTres.com"), with its registered office as below

Depending on the office where the booking is transacted the following regional clauses will apply

1. **UK Customers**
   Entity: Brightsun Travel (UK) Ltd
   Registered Office: 14 Hanworth Road, Hounslow, Middlesex, TW3 1UA, United Kingdom
   Additional Clause: All disputes shall be governed by and construed in accordance with the laws of England and Wales. Jurisdiction shall rest exclusively with the courts of England & Wales.

2. **India Customers**
   Entity: Brightsun Travel Private Limited
   Registered Office: Unit 101, Unit 101, First Floor, Tower-A, Unitech Cyber Park, Sector 39, Gurugram, Haryana-122003,
   Additional Clause: All disputes shall be governed by and construed in accordance with the laws of India. Jurisdiction shall rest exclusively with the courts of Gurugram, Haryana, India.

3. **Ireland Customers**
   Entity: Brightsun Travel Europe Limited
   Registered Office: Regus Santry, The Crescent Building, Northwood Crescent, Northwood, Dublin 9, D09 C6X8, Ireland
   Additional Clause: All disputes shall be governed by and construed in accordance with the laws of Ireland. Jurisdiction shall rest exclusively with the courts of Dublin, Ireland.

4. **UAE Customers**
   Entity: Premier by Brightsun Travel and Tourism LLC
   Registered Office: 301 Aspect Tower, 125 Al Mustaqbal St - Business Bay - Dubai - United Arab Emirates
   Additional Clause: All disputes shall be governed by and construed in accordance with the laws of the United Arab Emirates. Jurisdiction shall rest exclusively with the courts of Dubai, UAE.

And

_____(hereinafter referred to

as "Customer") whose address is: _____

_____

BTres Account number._____

(BTres.com is a wholly owned subsidiary of Brightsun Travel Group.)

WHEREAS, BTres.com. provides an bookable travel portal, with an integrated payment gateway referred to as the ("Service") for the Customer.

Section 1: SERVICE DESCRIPTION

a) BTRES.COM will provide a white label version of their existing web-based bookable engine incorporating flight, hotel, car, rail bookings to the Customer's website, example www.yourdomain.com.
b) The white label service will be hosted either on BTres.com's servers (See section 2 for pricing with Appendix 1) or Customer will host and maintain their own web sites at their own expense.
c) Customer will provide customer support to it's own clients. BTres.com will provide customer support by email and phone to Customer. Customer support is included in the monthly maintenance fee.
d) The white label solution utilizes BTres.com's shared common short code(s).
e) Customer can add unlimited number of additional white label websites.
f) Payment for each white label website will be invoiced separately. These will be initiated through an Internet Booking engine on the site, provided by BTres.com. Transactions will be processed through BTres.com payment Gateway, and integrated into the internet booking engine. The markup's on each white label website can be viewed under My Account tab within BTres.com.
g) Customer can change the mark up's of the flight booking engine and the hotel booking engine by sending an email to admin.centre@brightsun.co.in, and the markups of the flights can be controlled in the following ways :
i. Economy class by amount or percentage
ii. Economy Plus class by amount of percentage
iii. Business class by amount or percentage
iv. First class by amount of percentage.
v. Hotel booking by amount or percentage.

h) All information submitted to the BTRES.com platform by Customer shall remain the exclusive property of Customer. BTRES.COM will not attempt to contact and or enter into any type of business relationship with Customers clients. This clause will survive the termination of this Agreement.

Section 2: PRICING

There are two methods in which you can choose for white label solution.
a) iFrame solution. With this solution the Customer develops their own website and passes the search parameters to BTres.com. Upon this Btres.com returns a response in an iFrame to the customer's website. Only in the case of excessive look to book ratio of 500:1 there will be charges applied as per the GDS charges. The iFrame solution will be free of charge.
b) The second solution is the Fully Administered Solution. Through the ISP namely easily.co.uk, Btres.com will obtain at the customers request an appropriate domain name (as per charged in Appendix 1.) and ongoing hosting charges as per Appendix 1. There are two further choices once the domain registration, and hosting options have been chosen :
i. BTres.com will provide a static design the Home Page, and the Results page. A choice of templates will be available on BTres.com. This solution will be a one off solution, and changes will not be possible. The charges for this are outlined in appendix 1.

ii BTres.com will provide a customised solution which will be priced depending on customised solution. This solution will be documented and full intellectual property rights will be handed over to the customer for the same. An approximate price guide to this will be a solution will be GBP1000 and a further 30 days support.
Prices are subject to change with a 14 day notice.

Section 3: TERMS OF PAYMENT

All fees are billed in advance. If you are not satisfied with our service you are entitled to a full refund of your payment within the first 30 days.

Section 4 : SERVICE AGREEMENT

The initial term of this Agreement is 1 (one) Year. After the initial term this Agreement will automatically renew in terms of three (3) months unless cancelled 30 days prior the end of the ongoing term.

Section 5 : ZERO TOLERANCE SPAM POLICY/ NATURE OF CONTENT

BTres.com takes a zero tolerance stance against sending of unsolicited messages, commonly known as spam. Any Customer, or other client who sends out spam will have their WHITE LABEL permanently terminated. All messages that originate from the Customers must comply with all applicable local laws as well as with other travel regulations. BTres.com Travel Uk Ltd. reserves the right to require changes or disable as necessary any website, account, database, or other component that does not comply with this policy, at its sole discretion. BTres.com Travel Uk Ltd. also reserves the right to make any such modifications in an emergency at our sole discretion. BTres.com Travel Uk Ltd. will not be liable for any damages incurred related to spam.
Additionally, the transmission of any form of adult content and use of related keywords is strictly forbidden. In the event of litigation, it is the responsibility of each party to bear its own solicitors' fees and costs throughout the entire process of any proceeding in accordance with Section 12

Section 6: MONITORING OF SERVICE

You agree that BTres.com Travel Uk Ltd. has the right to monitor the service electronically at any time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. BTres.com reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement. BTres.com also reserves the right to refuse refunds in cases where BTres.com believes abuse has taken place. BTres.com reserves the right to monitor any and all communications through or with our facilities. You agree that BTres.com Travel Uk Ltd. is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded in the event that such service is monitored and/or disclosed.

Section 7 : RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed as creating any agency, legal representative, partnership, or other form of joint enterprise between the parties. Neither party shall have authority to contract for or bind the other in any manner whatsoever.

Section 8 : DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY

a) BTres.com expressly disclaims any representation or warranty that the btres.com service will be error-free, timely, secure or uninterrupted. No oral advice or written information given by BTres.com, its employees, licensors or agents will create a warranty; nor may you rely on any such information or advice.
b) Under no circumstances will BTres.com, or its affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the white label services btres.com service, including but not limited to reliance on any information obtained on the BTres.com service; or that result from mistakes, omissions, interruptions, deletion of files or e-mail, loss of or damage to data, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not limited to acts of god, communication failure, theft, destruction or unauthorized access to BTres.com records, programs or services. The Customer hereby acknowledge that this provision will apply whether or not BTres.com is given notice of the possibility of such damages and that this provision will apply to all services available from BTres.com and its affiliates.
c) Under no circumstances, under the terms of this agreement, shall damages include loss of business, or loss of profits, whether based on breach of agreement, breach of warranty, product liability, or otherwise, to any party in privy to this agreement, or any third party not so situated.
d) The terms of this section shall survive the termination of this agreement for whatever reason.

ARTICLE 9: COPYRIGHT AND TRADEMARKS

All contents of the BTres.com are proprietary to BTres.com and/or its suppliers and are protected under Copyright. All rights are reserved. BTres.com reserves any rights not expressly granted herein. The Customer acknowledges that he/she/it does not presently know the special skills, techniques or business policies, nor does the Customer have business forms or access to the Company's body of knowledge, and as such, such information is deemed confidential and a trade secret, under UK law.

ARTICLE 10: FORCE MAJEURE

If by reason of failures of telecommunications or internet service providers, labour disputes, riots, inability to obtain labour or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions or other causes beyond the control of BTres.com, BTres.com is unable to perform in whole or in part its obligations as set forth in this Agreement, then BTres.com shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make BTres.com Travel Uk Ltd. liable to the Customer or other third parties.

Section 11: GOVERNING LAW

England laws shall prevail in this Agreement, and any dispute arising from the relationship between the parties to this Agreement, excluding any laws that direct the application of another jurisdiction's laws. In any litigation, or other proceeding by which one party either seeks to enforce its rights under this

Agreement (whether in contract, tort, or both), or seeks a declaration of any rights or obligations under this Agreement, each party shall be responsible for their respective attorneys' fees and costs, as stated in Section 12. The parties consent to the exclusive jurisdiction and venue of the courts of the England

Section 12 : SOLICITOR COSTS

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, which results in litigation, shall result in each party being solely responsible for its respective attorneys' fees and costs throughout the entire process of any and all proceedings.

Section 13: SEVERABILITY AND SURVIVABILITY

a) Severability. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
b) Survivability. The terms of this Agreement apply to those obligations that survive any cancellation, termination, or rescission, namely – warranty, indemnification, liability and limits thereon, rights and obligations upon and following termination and assignment.

Section 14: INDEMNIFICATION

You agree to defend, indemnify and hold harmless BTres.com Ltd. against any and all claims, losses, penalties, causes of action, damages, liability, costs, expenses (including but not limited to legal' fees and costs) or claims caused by or resulting indirectly from your use of the service, without limitation or exception, including your violation of any third-party's rights, (including, without limitation, infringement of any copy right trademark, service mark, trade secrets, right of privacy or publicity or any other third party right). The terms of this section shall survive the termination of your relationship with BTres.com Ltd.

Section 15 : ASSIGNMENT

In the event of a merger or consolidation of BTres.com Travel Uk Ltd., the surviving or new corporation and any subsidiaries are similarly subject to the rights and obligations of this Agreement.

Section 16: ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties regarding the products and services provided hereunder, and supercedes any prior Agreements between the parties with respect thereto.

Section 17: WAIVER

The failure of BTres.com to enforce a provision of this Agreement shall not be construed as a waiver or limitation of BTres.com right to subsequently enforce and compel strict compliance with every provision of this Agreement.
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Agreement in duplicate the day and year first above written.

Signed on Behalf of BTRES.com:

_____

(print name)

_____

Signed by Customer :

_____

(print name)

_____

Appendix 1 Costs of IBE Complete White Label Solution

We are offering two options for white label website

*** Option 1 : iFrame solution - If you already have your own website, and you want to integrate our booking engine at your end with an IFRAME solution.**

Please ticket below within bracket:

( )	One off Development charges :	Free
	Sub Total	Free

Following are Monthly charges :

Please ticket below with bracket the options you require:

( )	Flight Engine (without flexible date)	:	Free
( )	Flight Engine (+/- 3 days flexible date exlc NDC)	:	Free
( )	Hotel Engine	:	Free
( )	Flight + Hotel Dynamic packaging engine	:	USD50
( )	Flight Engine + Hotel Engine + Flight + Hotel Dynamic packaging engine (or eqv currency)	:	USD100
	Sub Total		_____

*** Option 2 : I would like to take the Fully Administered Solution**

Please ticket below within bracket:

( )	One off Development charges : (or quivalent currency	USD150 *
	Sub Total	USD150

*surcharges may apply for bespoke development, and these will be quoted beforehand

Following are Monthly charges :

Please ticket below with bracket the options you require:

( )	Flight Engine (without flexible date)	:	Free
( )	Flight Engine (+/- 3 days flexible date excl NDC)	:	Free
( )	Hotel Engine	:	Free
( )	Flight + Hotel Dynamic packaging engine	:	USD50
( )	Flight Engine + Hotel Engine + Flight + Hotel Dynamic packaging engine	:	USD100
	Sub Total		_____

*** please select which option you require : Option 1 / Option 2 (please delete one)**

If you are going ahead with the fully administered solution we would recommend the following:

Go to easily.co.uk and see which domain you would like to register and if its available. The price guide (correct at April 2011) is as follows :

NAME		**2YEARS**		**5YEAR**
Website.co.uk	Or Eqv currency	USD25		---------
Website.net	Or Eqv currency	USD50		USD100
Website.com	Or Eqv currency	USD50		USD100

You will then need to host your website on a server, and depending on how large your website is, the following are the hosting charges per year. (our recommendation is to go for the “Advanced” solution below)

- Compatible with Windows web design software MS Expression
- Compatible with MS SQL and MS Access Databases
- Data Transfer is how much you can upload or download from your website

Hosting (correct at time of press)	**Beginner**	**Advanced**	**Professional**
Price	USD50 / year	USD75 / year	USD100 / year
Operating System	Windows	Windows	Windows
Disk space	1GB	5GB	20GB
Data transfer	Free*	Free*	Free*
Flash support	✓	✓	✓

Appendix 2. Checklist

1. **If you have chosen to take the iFrame solution**, then you must meet the following criteria (if you cannot fulfil these then you have to take option 2.)
    i. Your own registered domain name
    ii. Your own hosting server based on .net windows platform
    iii. Your own developer who is able to design search parameter box on your website and pass the flight request parameters to us for flights search, and take the results back and be able to display them on your website.

If you have met all the above criteria, then please provide following information go to option 6:

2. If you have chosen the Fully Administered Solution:

i. Do you already have a domain name registered?

a. Yes – please go to number 3
b. No – please go to number 4

3. Are you hosting your own website, and is that hosting based on ".net" platform ?

a. Yes – please go to option 5
b. No – Please go to option 4

4. You will need a domain, and a hosting server. Please go to godaddy.com and choose a domain name that you would like registered, and then please choose a hosting option as per Appendix 1 of the White Label Agreement. Please pay for these directly to godaddy.com

5. If you would like to take one of the templates** shown on BTres.com, please indicate the template number you need designed : _____ and please indicate the information that you would like shown on the template: (telephone number, email address, any keywords, any links to other websites). _____

_____

6. Please inform us following details :

a. Your hosting ISP provider : _____
b. Your IP address assigned to your hosting server from your ISP : _____
c. Your Domain Name : _____

** bespoke templates can be designed to meet individual customer needs, however will attract extra charges.

Customer Ref:

Customer Name:

Customer Address:

Email:

Telephone:

1st Direct Debit Amount	
Subsequent Direct Debit Amount	
Payment Date: (Tick appropriate box)	**1st** ☐ **15th** ☐
DD Start Date MM/YY: (Must be at least 14 days from today)	
Frequency:	
Total No. of Payments (if applicable)	

DIRECT Debit

t/a btres.com

(Please complete your details, sign the Direct Debit Instruction and return to the address above. Eazy Collect will appear on your bank statement)

DIRECT DEBIT DETAILS

Instructions to your Bank or Building Society to pay by Direct Debit

eazycollect direct debit & payment management services

Eazy Collect Services Limited. 1 Tebbit Mews, Winchcombe Street, Cheltenham, Glos. GL52 2NF

Name (s) of Account Holder (s)

Bank / Building Society Account Number

Bank Sort Code

Name of your Bank or Building Society

Service User Number:

Instructions to your Bank or Building Society
Please pay Eazy Collect Services Limited Direct Debits on behalf of the client noted above from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Eazy Collect Services Limited and, if so, details will be passed electronically to my Bank or Building Society.

Account Holder (s) Signature (s)

Date

Bank and Building Societies may not accept Direct Debit Instructions for some types of accounts

This Guarantee should be retained by the payer

THE DIRECT DEBIT GUARANTEE

DIRECT Debit

* This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and the security of the scheme is monitored and protected by your own Bank or Building Society.
* If there are any changes to the amount, date or frequency of your Direct Debit, Eazy Collect or the client noted above will notify you 10 days in advance of your account being debited or as otherwise agreed. If you request Eazy Collect or it's client to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
* If an error is made in the payment of your Direct Debit by either Eazy Collect, it's client noted above or your Bank or Building Society, you are entitled to a full and immediate refund of the amount paid from your Bank or Building Society.
- If you receive a refund you are not entitled to, you must pay it back when Eazy Collect asks you to.
* You can cancel your Direct Debit at any time by contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.