

Master Terms and Conditions

This Charitable Sales Promotion Agreement (this "Agreement") is made by and between GO TravelCard.com, a for-profit company operating in the United States, and the American Society for the Prevention of Cruelty to Animals (the "ASPCA"), a not-for-profit corporation.

WHEREAS, GO TravelCard.com is in the business of online travel referrals in and throughout the United States;

WHEREAS, the ASPCA is a tax exempt organization pursuant to determination by the Internal Revenue Service ("IRS") under section 501(c)(3) of the United States Internal Revenue Code (the "Code") whose mission is to provide effective means for the prevention of cruelty to animals throughout the United States, and the ASPCA raises funds for these purposes;

WHEREAS, the ASPCA is a licensee of well-known service marks, trade names, and logos which are owned by the ASPCA; and

WHEREAS, GO TravelCard.com and the ASPCA wish to enter into this Agreement to promote support for the mission of the ASPCA through the promotion further defined below;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. **Sales Promotion and Geographic Area where the Promotion is being Offered.** GO TravelCard.com shall conduct a promotion of the sale of a portion of its travel referral services as described in Exhibit "A" attached hereto (the "Promotion"). The Promotion will be made exclusively in the United States and its territories.
2. **Statement of the Charitable Purpose for which the Solicitation Campaign is being Conducted.** GO TravelCard.com and the ASPCA wish to enter into this Agreement to promote support for the stated mission of the ASPCA.
3. **The Dates the campaign will Begin and End (the "Promotion Period").** GO TravelCard.com shall conduct a promotion of the sale of its online travel referral services during the period commencing on September 1, 2011 and ending on August 31, 2012, (the "Promotion Period"), advertised to the public as a charitable promotion supporting the mission of the ASPCA. During the Promotion Period, GO TravelCard.com shall prominently promote its online travel referral services.
4. **Guaranteed Percentage of Gross Receipts being Remitted to the ASPCA.** In connection with the Promotion, consumers will purchase travel online ("book travel"); including, but not limited to air fare, hotel stays, car rentals, vacation packages and cruise packages, by using a booking engine linked to GO TravelCard.com's travel referral site, and operated by a host travel agency. For each travel referral made by GO TravelCard.com that results in a travel booking, GO TravelCard.com will receive payment ("referral commission") from the host travel agency.

During the Promotion Period, whenever a consumer who books travel uses the official *Animal Welfare TravelCard* to select the ASPCA, GO TravelCard.com will remit exactly 10 percent (%) of the gross amount it receives from the host travel agency to the ASPCA.

5. **Description of how GO TravelCard.com's Contribution to the ASPCA will be Calculated.** GO TravelCard.com will use the Animal Welfare TravelCard to keep track of the number of times the ASPCA is selected by consumers who use the host travel agency's booking engine to purchase travel. Each time the ASPCA is selected by a consumer that books travel, GO TravelCard.com will donate 10% of the resulting referral commission to the ASPCA.
6. **Description of how GO TravelCard.com will Distribute Contributions to the ASPCA, including the anticipated dates of distribution.** All contributions will be mailed to the ASPCA in the form of a check according to the distribution schedule below. GO TravelCard.com will also provide a mini-statement that will include the number of times that the ASPCA has been selected by individuals who booked travel, and the commission paid to GO TravelCard.com as a result. GO TravelCard.com will not receive payment for a travel

booking until approximately 30 to 60 days after the date of travel. Contributions will be distributed according to the following schedule:

- December 1, 2011
- March 1, 2012
- June 1, 2012
- September 1, 2012
- Thirty (30) days after GO TravelCard.com receives its final referral commission from the host travel agency.

7. **Proprietary Rights, Ownership, and Use of the ASPCA Design.** GO TravelCard.com acknowledges the ASPCA's exclusive right, title and interest in its trade names, trademark, trade dress, and other indicia of origin owned by the ASPCA. Subject to the terms and conditions of the Agreement, the ASPCA hereby grants to GO TravelCard.com the limited non-exclusive, nontransferable, non-assignable, revocable right and license to use the ASPCA name solely in connection with the terms of the Agreement.

In order to protect the reputation and established goodwill of the ASPCA, GO TravelCard.com must obtain prior written approval for each and every use of the ASPCA name including, but not limited to its use on any Web pages, audio, video, script, print advertising, promotional and marketing materials, press releases, or other related materials (collectively the "Promotional Materials") regardless of the medium. Such approvals will be provided in accordance with Section 9 of these Master Terms and Conditions. GO TravelCard.com represents and warrants that it will not use or allow others to use the ASPCA intellectual property without the prior written approval of the ASPCA.

GO TravelCard.com recognizes that the ASPCA has the exclusive ownership of its design and has the legal right to enter into agreements relating thereto. In the event of any infringement or improper use of the ASPCA Design, the ASPCA has the right to vigorously protect its interests. GO TravelCard.com and the ASPCA mutually agree to cooperate with each other in the protection of each party's intellectual property rights as they relate to the Promotion and the Agreement.

8. **No Endorsement.** The ASPCA does not endorse or promote any of GO TravelCard.com's products or services. Further, GO TravelCard.com agrees that it will not use the Design in any way that would imply endorsement of GO TravelCard.com or demean, defame, embarrass, diminish or cause any harm to the ASPCA. The name and the Design of the ASPCA may not be listed on any Go TravelCard.com's Promotional Materials or client lists without the ASPCA's prior written approval pursuant to the terms of the Agreement.
9. **Approvals.** Unless otherwise agreed in writing, the ASPCA shall have at least twelve (12) business days from the date of receipt to review and approve all use of the ASPCA Design and all promotional materials, and such approval shall not to be unreasonably withheld. A fax or an e-mail shall be deemed a "writing" for the purposes of such approval. All such materials shall be directed to a representative designated by the ASPCA for approval. In addition, the final copy of all such materials shall be provided to the ASPCA at least five (5) business days prior to public distribution.
10. **Termination.** The ASPCA reserves the unconditional right to terminate the Agreement upon 30 days written notice to GO TravelCard.com. Notices of termination shall be sent to Go TravelCard.com at the address and to the attention of the contacts set forth in the Notice Section of the Application Form, with a duplicate copy to the New York Secretary of State, New York Department of State, 41 State Street, Albany, NY 12231. GO TravelCard.com reserves the right to terminate the Agreement upon 30 days written notice to the ASPCA. Notices of termination to the ASPCA shall be sent to the attention: Director of the primary contact identified by the ASPCA, at the street address provided on the initial application, with a duplicate copy to the New York Secretary of State, New York Department of State, 41 State Street, Albany, NY 12231.

In the event of termination, GO TravelCard.com shall immediately cease to use the ASPCA Design in its promotional materials and shall immediately discontinue references in any manner to its relationship with the organization. GO TravelCard.com shall make commercially reasonable efforts to recall and destroy all promotional materials from GO TravelCard's facilities, its affiliates' facilities and participating retail locations, e-mail database and website. In the event of termination, the year end cumulative financial report required to be sent by GO TravelCard.com to the ASPCA shall be sent on or before thirty days from the effective

termination date of the Agreement and shall be cumulative for the time period of the Agreement from the date of execution of the Agreement to the date of the effective termination.

11. **Compliance with Laws.** The charitable sales promotion evidenced by the Agreement may be subject to the provisions of charitable sales promotion laws in various states, including, if the Territory includes Georgia and New Hampshire, Georgia Statutes, Title 43, Chapter 17 and New Hampshire Statutes, Chapter 7 to the extent the Territory includes Georgia and New Hampshire. GO TravelCard.com agrees to comply with the applicable state laws and regulations.
12. **Entire Agreement/Amendment.** The Agreement represents the entire agreement between the parties on this matter and supersedes any and all prior understandings, agreements, representations or undertakings. The Agreement is not subject to amendment, change or modification except by written agreement signed by both parties. Any amendments to the Agreement shall specifically refer to the Agreement.
13. **Severability.** The covenants set forth in the Agreement shall be considered and construed as separate and independent covenants. Should any part or provision of any covenant be held invalid, void or unenforceable in any court of competent jurisdiction, such invalidity, voidness or unenforceability shall not render invalid, void or unenforceable any other part or provision of the Agreement.
14. **Applicable Law and Jurisdiction.** THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF, AND THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION OF THE PARTIES FOR THE PURPOSES OF ADJUDICATING ALL DISPUTES THAT MAY ARISE UNDER THE AGREEMENT. THE PARTIES HEREBY WAIVE ALL OBJECTIONS TO VENUE AND PERSONAL JURISDICTION IN THESE FORUMS FOR SUCH DISPUTES AND AGREE THAT SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL ADDRESSED TO THE GO TRAVELCARD.COM'S NAME AND ADDRESS GIVEN IN THE FIRST PARAGRAPH OF THE AGREEMENT, TO THE ATTENTION OF THE PERSON(S) SIGNING BELOW. THESE CONTACT PERSON(S) OR ADDRESS (ES) MAY BE AMENDED PURSUANT TO THE NOTICE PROCEDURE OF THE INDIVIDUAL AGREEMENT BETWEEN THE ASPCA AND GO TRAVELCARD.COM.
15. **Non-Exclusivity.** The Agreement is a non-exclusive agreement, which preserves the right of the ASPCA to contract with other companies for similar and related promotions.
16. **No Third Party Beneficiaries.** The Agreement inures to the benefit of GO TravelCard.com and the ASPCA only, and no third party shall enjoy the benefits of the Agreement nor shall have any rights under it except as is expressly provided in the Agreement.
17. **Force Majeure.** Neither GO TravelCard.com nor the ASPCA shall be deemed to be in default of any provision of the Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control (a "Force Majeure Event") for the duration of the Force Majeure Event. Such Force Majeure Events shall include, but are not limited to acts of God, civil or military authority, terrorists, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, parts shortages, or other events beyond GO TravelCard.com's or the ASPCA 's reasonable control.
18. **Conflicts of Interest.** GO TravelCard.com represents and warrants to the ASPCA as follows:
 - (A) None of GO TravelCard.com's employees, officers or majority owners is employed by or are national volunteers for any ASPCA entity, program or event (a national volunteer shall mean board member);
 - (B) GO TravelCard.com will not enter into any such contract or agreement, or execute any such document, which will create a conflict of interest or which will prevent it from freely performing any of the provisions of the Agreement.
19. **Survival.** The representations and warranties contained in the Agreement shall survive the termination of the Agreement.
20. **Waiver and Breach.** The waiver by either party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach.

21. **Independent Contractors.** GO TravelCard.com and the ASPCA are independent contractors. Nothing in the Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.
22. **Final Accounting.** Within 90 days after the termination of the sales promotion advertised to benefit the ASPCA, Go TravelCard.com will provide the ASPCA with an accounting stating the number of items sold, and the dollar amount of each sale and the amount paid or to be paid to the ASPCA.

Any charitable organization that enters into a contract with a Commercial Co-Venture must file a statement with the organization's next annual financial report, on forms prescribed by the attorney general, signed by an officer of the organization under penalties for perjury, that includes: (a) a list of the names and addresses of all Commercial Co-Venture authorized to use its name during the year covered by the financial report; (b) a statement of the financial terms and conditions of each contract and (c) whether the Commercial Co-Venture has provided an accounting as prescribed.

23. **Books and Records.** GO TravelCard.com will maintain accurate and current books and records of all activities conducted under this contract with the ASPCA for a minimum of three years from the expiration date of this contract. Such books and records will be available for inspection, examination and/or audit by the ASPCA and/or the Attorney General or any authorized representative at the following address:

931 Val Park Avenue
Valley Stream, NY 11580
ATTN: Mr. Cleon Edwards

Within seven days of a request from the ASPCA, GO TravelCard.com must provide copies of all related records to the organization.

24. **Solicitation Disclosures.** Any solicitation by any means made by or on behalf of a registered charitable organization that is required to file financial reports and that has actually filed all such reports must include a statement that upon request, a person may obtain from the charitable organization or from the Attorney General's Charities Bureau, a copy of the last financial report filed by the charitable organization with the Attorney General's Charities Bureau. Such statement must specify the address of the charitable organization and the address of the Attorney General's Charities Bureau (State of New York, Department of Law, Charities Bureau, 120 Broadway, New York, NY 10271) to which such request should be addressed. In instances where the charitable organization required to be registered has not been previously required to file an annual report with the Attorney General's Charities Bureau, the solicitation must state the date when such report will be filed.
25. **Charitable Organizations.** Any benevolent, philanthropic, patriotic, or eleemosynary person or one purporting to be such or law enforcement support organization as defined below.
26. **Law Enforcement Support Organization.** Any organization, association, union or conference of or purporting to be of current or former law enforcement officers, including, without limitation, peace officers and police officers as defined in subdivisions thirty-three and thirty-four of section 1.20 of the criminal procedure law, sheriffs, deputy sheriffs, detectives, investigators or constables or any auxiliary or affiliate of such an organization, association, union or conference composed of one or more such organizations.
27. **Person.** Any individual, organization, group, association, partnership, corporation, or any combination of them.
28. **Contribution.** The promise or grant of any money or property of any kind or value, whether or not in combination with the sale of goods, services, entertainment or any other thing of value, including a grant or other financial assistance from any agency of government, except payments by members of any organization for membership, for services or other benefit, other than the right to vote for directors or trustees, elect officers, or hold offices.
29. **Solicit.** To directly or indirectly make a request for a contribution, whether express or implied through any medium. A "solicitation" shall be deemed to have taken place whether or not a contribution is made. For purposes of this article, a "solicitation" or a "solicitation of contributions" includes any advertising which represents that the purchase or use of goods, services, entertainment or any other thing of value will benefit a charitable organization. Provided, however, that the printing and the mailing of a written solicitation for funds or any other thing of value to benefit a charitable organization shall not alone constitute soliciting on the part

of persons who printed and mailed such solicitation if such persons do not otherwise solicit, receive or have access to contributions.

30. **Assignment.** GO TravelCard.com may not assign or delegate the performance obligations under this Agreement without the express written consent of the ASPCA. A merger shall constitute an assignment.
31. **Counterparts and Signatures.** The agreement may be executed in counterparts. Each signatory hereto represents and warrants that he or she has been duly authorized to execute and deliver this Agreement on behalf of his or her organization, and has express authority to do so. The Parties to this Agreement have executed it, as of the Effective Date, by their duly authorized officers.

IN WITNESS WHEREOF, the parties to this Agreement have executed it, as of the date first written above, by their duly authorized officers.

GO TravelCard.com

By: _____
Name: _____
Title: _____
Date: _____

American Society for the Prevention of Cruelty to Animals*

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

*Signature of 2 authorized American Society for the Prevention of Cruelty to Animals officers required

EXHIBIT A

(DESCRIPTION OF THE PROMOTION)

Description of the services being offered as part of the Promotion:

Go TravelCard.com is a travel referral website that directs consumers seeking to book travel to an internet-based booking engine operated by its host travel agency. This booking engine is used by consumers to purchase air fare, vacation packages, cruise deals, hotel stays, car rentals, etc.

Description of the manner in which the Promotion is to be promoted:

GO TravelCard.com operates as a travel referral website designed to direct consumers to its host agent's internet-based booking engine. Each time a consumer uses the host travel agent's booking engine to purchase travel services, Go TravelCard.com is paid a commission for making the referral. As part of its One Million Travelers for Charity (OMTC) campaign, consumers who visit the GO TravelCard.com website use a specially-designed TravelCard to select the charitable organization they would like to support. Whenever an individual who books travel selects the American Society for the Prevention of Cruelty to Animals, GO TravelCard.com will donate 10 percent (%) of the resulting commission to the American Society for the Prevention of Cruelty to Animals.