



MileagePlus® Associate Partner Agreement

Dear MileagePlus Associate Partner Applicant:

When signed by your organization's authorized representative and approved by United MileagePlus, this letter will be the agreement by and between United MileagePlus, Inc. ("United MileagePlus") and your company, as indicated below, ("Company" or "Associate Partner") in connection with Company's participation in the MileagePlus Associate Partner Program, whereby Company is permitted to distribute Miles to qualified participants in its Incentive Program as described herein, through the use of Electronic Miles ("MileagePlus Associate Partner Program" or "Program"). Company's participation in the Program is subject to United MileagePlus approval; such approval may be withheld by United MileagePlus in its sole discretion.

1. The definitions of the following terms will apply when used in this Agreement:

"Agreement" means this MileagePlus® Associate Partner Agreement, together with the Associate Partner Form, signed by Company and submitted by Company.

"Applicable Laws" means all relevant and applicable laws of any jurisdiction, including securities laws, tax laws, tariff and trade laws, ordinances, judgments, decrees, injunctions, writs and orders, interpretations, licenses and permits of any governmental authority.

"Award" means the Miles distributed to a Member by Company in Company's Incentive Program.

"Customer" or "Customers" means an individual to whom Company sells its goods or services.

"Effective Date" means the date upon which Company signs this Agreement.

"Electronic Miles" or "Miles" mean the miles posted to a MileagePlus Member's account that have been purchased by Company for its Incentive Program, and that may be redeemed by such Member in the same manner as any other MileagePlus Program mileage credit.

"Employee" means an individual who is, either directly or indirectly, on Company's regular payroll.

"Expiration Date" means twelve (12) months from the Effective Date.

"Incentive Program" means that program established by Company whereby its Customers may earn Miles for purchasing the goods or services of the Company, based on the terms and conditions specified in the Incentive Program, all as further described in [Attachment A](#).

"Member" means, as of any date, an individual who is a member in good standing of the MileagePlus Program.

"MileagePlus Program" means the frequent traveler recognition program, owned and operated by United MileagePlus, whereby the participating Member receives specified travel awards or other benefits based upon air travel mileage accumulated by the participating Member during air travel on United Airlines or another designated participating commercial carrier or through the purchase or use of goods or services of a participating partner, including an Associate Partner.

"MileagePlus Program Rules" means the rules, regulations, terms and conditions that are established or modified, from time to time, by United MileagePlus, in its sole discretion, which govern the MileagePlus Program.

2. Company will conduct an Incentive Program with a minimum validity period of ninety (90) days and a maximum validity period of twelve (12) months whereby Customers who are Members may earn a minimum of one hundred (100) Miles. For use in the Incentive Program, Company will purchase a minimum of one million five hundred thousand (1.5 million) Miles, which must be awarded to Members within one (1) year of the Effective Date. **Miles must be deposited into a valid MileagePlus account prior to the Expiration Date. Miles that expire prior to being deposited are automatically rendered invalid and will not be refunded or extended.** Company may return un-deposited Miles as allowed in Paragraph 16.
3. Company will distribute Miles without charge, only to qualified participants in Company's Incentive Program and only for one or more of the following purposes: (i) Customer Awards, (ii) Customer recognition or (iii) Customer incentives. In no event will Company (i) distribute Miles to Employees for use in Company's business travel; or (ii) provide more than 50,000 miles to any individual Customer during any one (1) calendar year. **A maximum of 50,000 Miles may be deposited into an individual Customer's MileagePlus account through the Incentive Program during a calendar year.**
4. If any Miles that are purchased or issued by Company under this Agreement are resold, distributed or used for improper purposes not disclosed to United MileagePlus at the time of the application, then United MileagePlus may, at its option, cancel, void, refuse to honor and/or confiscate such Miles and any remaining Miles in the possessions of Company, and United MileagePlus may pursue any and all other rights and remedies available under Applicable Laws. Company acknowledges that distribution or use of Miles for improper purposes will give rise to irreparable injury to United MileagePlus, which is inadequately compensable in damages. Accordingly, Company agrees that United MileagePlus

shall be entitled to obtain injunctive relief against Company to prevent such unauthorized or improper distribution or use of Miles, or to prevent any breach of this Agreement, or to compel specific performance.

5. All advertising and promotional materials using “United,” “United Airlines,” “MileagePlus,” “Reward Miles” or any other of United Airlines’ or United MileagePlus’s service marks, trademarks, trade names, copyrights, logos, insignia, or other intellectual property (collectively, “Marks”) shall be subject to United Airlines’ or United MileagePlus’s prior written approval. Such approval shall not be unreasonably withheld or delayed.
6. Company will receive the following marketing exposure:
 - One (1) listing for the duration of the Offer on a MileagePlus partner page under the appropriate partner category link. Such electronic listing will contain a link to Company’s web site.All advertising and promotional materials using Company’s Marks shall be subject to Company’s prior written approval. Such approval shall not be unreasonably withheld or delayed.
7. Company may not promote their participation in the Program without United MileagePlus approval, and Company must submit all such materials, including but not limited to web site pages, press releases, point-of-sale displays, print advertising, and direct mail pieces, for written approval by emailing copies of all concepts, and final creative to United MileagePlus in the United States at creativereview@ualmiles.com with the subject line “Associate Partner Creative Review” and Company’s name. Allow ten (10) business days for the approval process; if approval is not granted by United MileagePlus within ten (10) business days, then Company’s request shall be deemed to have been denied. Any unauthorized use of such Marks shall constitute a material breach of this Agreement and an infringement of United Airlines’ or United MileagePlus’ rights in and to such Marks. Nothing herein shall be construed as transferring to Company any ownership or interest to the Marks. Failure to obtain approval will result in invalidation of any remaining Miles in the possession of Company.
8. Company shall indemnify, defend and hold harmless United MileagePlus, United Air Lines, Inc, their parent company, subsidiaries and affiliates, Crew Marketing International, Inc., and all of their officers, directors, employees and agents (the “Indemnities”) from and against any and all liabilities, damages, losses, expenses, costs, claims, demands, suits, fines or judgments, including without limitation reasonable attorneys’ fees, costs and related expenses, which may be suffered by, accrue against or be recovered from any of the Indemnities resulting from any claim or suit brought by a third party or parties arising out of or in connection with Company’s Incentive Program or Company’s performance, non-performance, or improper performance of its obligations pursuant to this Agreement, including without limitation any claim brought by a MileagePlus Member of Company’s breach, violation or failure to comply with Company’s Incentive Program, as well as any negligence or willful misconduct by Company in connection with this Agreement. Company is responsible for determining whether Company’s purchase and award of Miles pursuant to its Incentive Program complies with Applicable Laws.
9. Company will retain records concerning distribution of Miles for a minimum of one (1) year from the last date of distribution and will deliver such records to United MileagePlus upon request. Company will direct all inquiries about the MileagePlus Associate Partner Program (including those of Customers who are interested in joining the MileagePlus Program) and the posting of Miles to the MileagePlus customer service staff in the United States by e-mail at custserv@ualmiles.com.
10. Company shall cooperate with all reasonable requests of United MileagePlus concerning any investigation and/or prosecution of anyone engaging in or suspected of engaging in MileagePlus Program abuse or fraud in connection with the Incentive Program, including but not limited to assisting United MileagePlus in verifying an Incentive Program participant’s MileagePlus Program membership status and cooperating with any civil or criminal prosecution.
11. Neither party shall be liable for delays or failure in its performance hereunder caused by any act of God, war, act of terrorism, strike, labor dispute, work stoppage, fire, act of government, or any other cause, whether similar or dissimilar, beyond its control.
12. This is a nonexclusive agreement and United MileagePlus may sell Miles or comparable products to, and Company may purchase comparable products from, any other person or business.
13. Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principle and agent or master and servant between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether expressed or implied, to create any such duty or obligation on behalf of the other party. Company and United MileagePlus each expressly disclaims such relationships, and agrees that the parties have no fiduciary duty to one another or any other special or implied duties that are not expressly stated in this Agreement.
14. “**United MileagePlus Confidential Information**” shall mean any Member information, including but not limited to, status information, other proprietary information or data of United MileagePlus, and any other information identified orally or in writing by United MileagePlus as confidential. Company acknowledges that United MileagePlus Confidential Information is the sole and exclusive property of United MileagePlus. Company shall, and shall cause its employees to, for a period of five (5) years after the date hereof, hold and maintain as confidential all of United MileagePlus

Confidential Information and will not release or disclose same to any third party, including affiliates. Company will not use United MileagePlus Confidential Information for any purpose other than the purposes stated herein except as required by Applicable Law. Company may reveal United MileagePlus Confidential Information, but only to such Company employees who have a need to know such information in order to carry out the purposes of this Agreement. Notwithstanding any other term or provision of this Agreement to the contrary, as used in this Agreement the term "United MileagePlus Confidential Information" shall not include information which (a) was generally available to or known by the public at the time it was disclosed; (b) becomes generally available to or known by the public other than as a result of disclosure by Company; (c) becomes available to Company on a non-confidential basis from a source other than United MileagePlus (provided that such source is not known by Company to be prohibited from disclosing same); or (d) was in the possession of or known by Company prior to disclosure thereof by United MileagePlus.

15. Subject to any existing commitment to any Customer who has already earned miles under the Incentive Program, United MileagePlus may suspend or cancel the Associate Partner Program or Company's participation in the Associate Partner Program at any time upon thirty (30) day written notice. In such event, Company shall promptly return to United MileagePlus all unused, undeposited and un-awarded Miles and, if there shall be no default by Company hereunder, United MileagePlus shall, upon receipt of such Miles, reimburse Company the amount paid by Company to United MileagePlus for such unused, undeposited and un-awarded Miles.
16. Miles issued pursuant to this Agreement will expire on the Expiration Date. Company must deposit Miles into Customers/Member MileagePlus account in good standing **prior** to the Expiration Date. Company may, within ninety (90) days **prior to the Expiration Date, return by written request any unused, undeposited and un-awarded Miles to United MileagePlus**; Company shall receive a refund of 50 percent (50%) of the price paid for any such returned Miles. If Company applies for a refund, United MileagePlus may immediately discontinue all promotions of Company's participation in the Associate Partner Program. **No refunds will be given by United MileagePlus for Miles purchased by Company and held past the Expiration Date.**
17. Company shall pay United MileagePlus in full by Company check, certified check, cashier's check, money order, or wire transfer payable in U.S. dollars made payable to **CREW MARKETING INTERNATIONAL, INC** prior to United MileagePlus's delivery of Miles to Company or the posting of any Miles to any Member's account.
18. All amounts paid by Company for the purchase of Miles pursuant to this Agreement are inclusive of U.S. federal excise taxes and Company agrees to report such purchases and pay the U.S. federal excise taxes in effect from time to time (currently 7.5% and subject to change). All amounts paid by Company pursuant to this agreement are exclusive of sales, use or privilege taxes, or tax-like charges, fees or similar liabilities. Company shall pay all applicable sales or use taxes, but no party shall pay any taxes or tax-related surcharges determined by the other party's income, net worth, franchise, property or purchases which shall be borne solely by that other party. Company shall indemnify, defend and hold harmless United MileagePlus from and against any liability resulting from any taxes, interest or penalties imposed by Applicable Law in connection with this Agreement, including but not limited to U.S. federal excise taxes, and Company shall reimburse promptly United MileagePlus if has remitted such taxes, interest or penalties for or on behalf of Company.
19. United MileagePlus will not be responsible for any lost, stolen, damaged or destroyed Miles once Miles are delivered to Company.
20. Company may not assign or transfer this Agreement to a third party, or any right or obligation under it, without prior written consent of United MileagePlus.
21. This Agreement shall be regarded as though it were executed and performed in the State of Illinois, USA, and this Agreement and any dispute arising under or in connection with this Agreement, including any action in tort, shall be governed by and construed in accordance with the laws of the United States of America and the State of Illinois, excluding any choice of law rules which may direct the application of laws of any other jurisdiction. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. The courts of the State of Illinois, USA, shall have exclusive jurisdiction to settle any dispute arising out of or relating to this Agreement. Company expressly submits to the exclusive personal jurisdiction and venue of the courts of the State of Illinois, USA, and Company expressly consents to extra-territorial service of process.
22. United MileagePlus, UNITED AIR LINES, INC., CREW MARKETING INTERNATIONAL, INC, THEIR PARENT, SUBSIDIARIES AND AFFILIATES, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST REVENUES, LOST PROFITS OR LOST PROSPECTIVE ECONOMIC ADVANTAGE, ARISING FROM ANY PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, AND COMPANY HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST UNITED, ITS SUBSIDIARIES, AFFILIATES and CREW MARKETING REGARDING SUCH DAMAGES. STATE STATUTES MAY APPLY REGARDING THE LIMITATIONS OF LIABILITY.
23. THE SOLE AND MAXIMUM LIABILITY OF United MileagePlus FOR ANY REASON, AND COMPANY'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY COMPANY FOR THE MILES PURCHASED PURSUANT TO THIS AGREEMENT. ANY CAUSE OF ACTION BROUGHT BY COMPANY MUST BE INSTITUTED WITHIN SIX (6) MONTHS AFTER

THE FINAL PURCHASE OF MILES UNDER COMPANY'S INCENTIVE PROGRAM OR BE FOREVER WAIVED AND BARRED.

24. THE GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED TO BOTH PARTIES "AS-IS" AND "AS AVAILABLE," AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
25. Company shall comply with all Applicable Laws with respect to its performance and obligations under this Agreement.
26. This Agreement constitutes the entire understanding between United MileagePlus and Company with respect to the subject matter hereof and supersedes all prior contemporaneous agreements or understandings, if any, whether written or oral, relating to such subject matter. Orders for Miles placed by Company under this Agreement shall not be effective until accepted by United MileagePlus at its world headquarters near Chicago, Illinois. Such acceptance by United MileagePlus shall be signified only by the actual delivery of Miles to Company, or, if applicable, the posting of Miles to a Member's MileagePlus account by United MileagePlus pursuant to tape, electronic transmission or any other means of reporting from Company. No modification, amendment or waiver of this Agreement shall be effective or binding unless made in writing and signed by both parties.
27. By signing or submitting this Agreement, or the Associate Partner Form, and by submitting any subsequent orders through any medium whatsoever, Company acknowledges and signifies its agreement to the terms and conditions stated herein and in the Associate Partner Form.
28. United MileagePlus reserves the right to change MileagePlus Program rules, regulations, travel awards thresholds, and special offers at any time, without notice. United MileagePlus also reserves the right to terminate the MileagePlus Program and/or the Associate Partner Program at any time with or without notice.
29. Contractual constraints prohibit United MileagePlus from selling Miles to companies for incentives within certain industries, including but not limited to: credit cards, payment associations, alcohol, tobacco, personal care products, gambling, and such other customer categories as United MileagePlus, in its sole discretion, may determine from time to time. If any such application is received which, United MileagePlus' sole opinion, may be subject to such a limitation, then United MileagePlus will notify Company that its application has been declined.
30. In the event that Miles are issued due to abuse, fraud or misrepresentation, resold, distributed or used for improper purposes, such Miles will be confiscated by United MileagePlus without refund to Company or Member when presented for deposit.

SUMMARY OF CHARGES FOR ASSOCIATE PARTNERSHIP (U.S. dollars)

1.5 million miles valid for one year	\$37,500.00
Federal excise tax on miles (7.5%)	2,812.50
Set-up, administration, and web placement fee (non-refundable)	8,187.50
Processing fee (\$0.001 per mile)	1,500.00
TOTAL CHARGES FOR ASSOCIATE PARTNERSHIP	\$50,000.00
<i>Additional Miles may be purchased at \$0.025 plus 7.5% excise tax and a \$0.001 per mile processing fee (with a 200,000 mile minimum order)</i>	

By signing below, Company agrees to the terms and conditions stated above.

Printed Legal Name of Company

Printed Name of Company Contact

Title

Street Address

City

Postal Code

Country

Signature

Date

