



Our affiliates are very important to us. We do our best to treat you with the fairness and respect you deserve. We simply ask the same consideration from you. We have written the following affiliate agreement with you in mind as well as protecting our company's good name. So please bear with us as we take you through this legal formality. If you have any questions, please don't hesitate in letting us know. We are strong believers in straight-forward and honest communication. For quickest results please email us at alan.tsoy@ds18.com. You can also reach us via phone, 1-954-924-1213 (8am-3pm Eastern Standard Time). Best regards, Alan Tsoi DS18.com Affiliate Manager

AFFILIATE AGREEMENT
PLEASE READ THE ENTIRE AGREEMENT. YOU MAY PRINT THIS PAGE FOR YOUR RECORDS. THIS IS A LEGAL AGREEMENT BETWEEN YOU AND "SPIRIT, "LLC". (DBA DS18.COM) BY SUBMITTING THE ONLINE APPLICATION YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION.

1. Overview This Agreement contains the complete terms and conditions that apply to you becoming an affiliate in DS18.com's Affiliate Program. The purpose of this Agreement is to allow HTML linking between your web site and the DS18.com web site. Please note that throughout this Agreement, "we," "us," and "our" will mean DS18.com, and "you," "your," and "yours" will mean the affiliate.

2. Affiliate Obligations

2.1. To begin the enrollment process, you will complete and submit the online application here: <http://www.shareasale.com/join/81772>. The fact that we approve applications does not imply that we may not re-evaluate your application at a later time. We may reject your application at our sole discretion. We may cancel your application if we determine that your site is unsuitable for our Program, including if it:

- 2.1.1. Promotes sexually explicit materials
- 2.1.2. Promotes violence
- 2.1.3. Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- 2.1.4. Promotes illegal activities
- 2.1.5. Incorporates any materials which infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law
- 2.1.6. Includes "DS18.com" or variations or misspellings thereof in its domain name
- 2.1.7. Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion.
- 2.1.8. Contains software downloads that potentially enable diversions of commission from other affiliates in our program.
- 2.1.9. You may not create or design your website or any other website that you operate, explicitly or implied in a manner which resembles our website nor design your website in a manner which leads customers to believe you are DS18.com or any other affiliated business.

2.2. As a member of DS18.com's Affiliate Program, you will have access to our creatives. Here you will be able to review our Program's details and previously-published affiliate newsletters, download HTML code (that provides for links to web pages within the DS18.com web site) and banner creative, browse and get tracking code for our coupons and deals. In order for us to accurately keep track of all guest visits from your site to ours, you must use the HTML code that we

provide for each banner, text link or other affiliate link we provide you with. 2.3. DS18.com reserves the right, at any time, to review your placement and approve the use of Your Links and require that you change the placement or use to comply with the guidelines provided to you. 2.4. The maintenance and the updating of your site will be your responsibility. We may monitor your site as we feel necessary to make sure that your site is up-to-date and to notify you of any changes to your site that we feel should enhance your performance. 2.5. It is entirely your responsibility to follow all applicable intellectual property and other laws that pertain to your site. You must have express permission to use any person's copyrighted material, whether it is writing, an image, or any other copyright-able work. We will not be responsible (and you will be solely responsible) if you use another person's copyrighted material or other intellectual property in violation of the law or any third party rights.

3. DS18.com Rights and Obligations 3.1. We have the right to monitor your site at any time to determine if you are following the terms and conditions of this Agreement and to notify you of any changes to your site that we feel should be made or to make sure that your links to our web site are appropriate and to notify you of any changes that we feel should be made. If you do not make the changes to your site that we feel are necessary, we reserve the right to terminate your participation in the DS18.com Affiliate Program. 3.2. DS18.com reserves the right to terminate this Agreement and your participation in the DS18.com Affiliate Program immediately and without notice to you should you commit fraud in your use of the DS18.com Affiliate Program or should you abuse this program in any way. If such fraud or abuse is detected, DS18.com shall not be liable to you for any Commissions for such fraudulent sales. 3.3. This Agreement will begin upon our acceptance of your Affiliate application, and will continue unless terminated here-under.

4. Termination Either you or we may end this Agreement AT ANY TIME, with or without cause, by giving the other party written notice. Written notice can be in the form of mail, email or fax. In addition, this Agreement will terminate immediately upon any breach of this Agreement by you.

5. Modification We may modify any of the terms and conditions in this Agreement, at any time in our sole discretion. In such event you will be notified by email. Modifications may include, but are not limited to, changes in the payment procedures, and DS18.com's Affiliate Program rules. If any modification is unacceptable to you, your only option is to end this Agreement. Your continued participation in DS18.com's Affiliate Program following the posting of the change notice or new Agreement on our site will indicate your agreement to the changes.

6. Payment DS18.com uses a third party to handle all of the tracking and payment. The third party is the ShareASale.com affiliate network. Kindly review the network's payment terms and conditions.

7. Promotion Restrictions 7.1. You are free to promote your own web sites, but naturally any promotion that mentions DS18.com could be perceived by the public or the press as a joint effort. You should know that certain forms of advertising are always prohibited by DS18.com. For example, advertising commonly referred to as "spamming" is unacceptable to us and could cause damage to our name. Other generally prohibited forms of advertising include the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups and cross-posting to multiple newsgroups at once. In addition, you may not advertise in any way that effectively conceals or misrepresents your identity, your domain name or your return email address. You may use mailings to customers to promote DS18.com so long as the recipient is already a customer or subscriber of your services or web site, and recipients have the option to remove themselves from future mailings. Also, you may post to newsgroups to promote DS18.com so

long as the news group specifically welcomes commercial messages. No matter what, you must always clearly represent yourself and your web sites as independent from DS18.com. If it comes to our attention that you are spamming, we will consider that cause for immediate termination of this Agreement and your participation in the DS18.com Affiliate Program. Any pending balances owed to you will not be paid if your account is terminated due to such unacceptable advertising or solicitation. 7.2. DS18.com Affiliates bidding on our company name, domain name or any variations including misspellings on any search engines, for example, "SPIRIT, "LLC"" , "DS18.com", "www.DS18.com" etc. Any Violations will result in immediate commission reversal. Bidding on "DS18" or ANY variation is strictly prohibited. 7.3. DS18.com will not allow affiliates bidding for the coupon terms combined with our company name for example "DS18 Coupons", "DS18 Coupon", "DS18.com coupons", "DS18 coupon codes" etc. Any Violations will result in immediate commission reversal. 7.4. DS18 does not allow affiliates to place products, links, banners, or stores on eBay or Amazon. This type of behavior will lead to immediate dismissal from the affiliate program. 7.5. Affiliate shall not transmit any so-called "interstitials," "ParasiteWare™," "Parasitic Marketing," "Shopping Assistance Application," "Shopping Wallets" or "deceptive pop-ups and/or pop-unders" to consumers from the time the consumer clicks on a qualifying link until such time as the consumer has fully exited DS18's site (i.e., no page from our site or any DS18.com's content or branding is visible on the end-user's screen). As used herein a. "ParasiteWare™" and "Parasitic Marketing" shall mean an application that (a) through accidental or direct intent causes the overwriting of affiliate and non affiliate commission tracking cookies through any other means than a customer initiated click on a qualifying link on a web page or email; (b) intercepts searches to redirect traffic through an installed software, thereby causing, pop ups, commission tracking cookies to be put in place or other commission tracking cookies to be overwritten where a user would under normal circumstances have arrived at the same destination through the results given by the search (search engines being, but not limited to, Google, MSN, Yahoo, Overture, AltaVista, Hotbot and similar search or directory engines); (c) set commission tracking cookies through loading of Merchant site in IFrames, hidden links and automatic pop ups that open DS18.com's site; (d) targets text on web sites, other than those web sites 100% owned by the application owner, for the purpose of contextual marketing; (e) removes, replaces or blocks the visibility of Affiliate banners with any other banners, other than those that are on web sites 100% owned by the owner of the application.

8. Grant of Licenses 8.1. We grant to you a non-exclusive, non-transferable, revocable right to (i) access our site through HTML links solely in accordance with the terms of this Agreement and (ii) solely in connection with such links, to use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you or authorize for such purpose. You are only entitled to use the Licensed Materials to the extent that you are a member in good standing of DS18.com's Affiliate Program. You agree that all uses of the Licensed Materials will be on behalf of DS18.com and the good will associated therewith will inure to the sole benefit of DS18.com. 8.2. Each party agrees not to use the other's proprietary materials in any manner that is disparaging, misleading, obscene or that otherwise portrays the party in a negative light. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.

9. Disclaimer DS18.COM MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING DS18.COM SERVICE AND WEB SITE OR THE PRODUCTS OR SERVICES PROVIDED THEREIN,

ANY IMPLIED WARRANTIES OF DS18.COM ABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

10. Representations and Warranties You represent and warrant that: 10.1. This Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms; 10.2. You have the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform your obligations under this Agreement, without the approval or consent of any other party; 10.3. You have sufficient right, title, and interest in and to the rights granted to us in this Agreement.

11. Limitations of Liability WE WILL NOT BE LIABLE TO YOU WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL DS18.COM'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL COMMISSION FEES PAID TO YOU UNDER THIS AGREEMENT.

12. Indemnification You hereby agree to indemnify and hold harmless DS18.com, and its subsidiaries and affiliates, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the affiliate trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your site, including, without limitation, content therein not attributable to us.

13. Confidentiality All confidential information, including, but not limited to, any business, technical, financial, and customer information, disclosed by one party to the other during negotiation or the effective term of this Agreement which is marked "Confidential," will remain the sole property of the disclosing party, and each party will keep in confidence and not use or disclose such proprietary information of the other party without express written permission of the disclosing party.

14. Miscellaneous 14.1. You agree that you are an independent contractor, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and DS18.com. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or any other of Your Site or otherwise, that reasonably would contradict anything in this Section. 14.2. Neither party may assign its rights or obligations under this Agreement to any party, except to a party who obtains all or substantially all of the business or assets of a third party. 14.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware without regard to the

conflicts of laws and principles thereof. 14.4. You may not amend or waive any provision of this Agreement unless in writing and signed by both parties. 14.5. This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written. 14.6. The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement. 14.7. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect. 14.8. By apply and accessing to DS18 Affiliate Program, you agree to be bound by the affiliate agreement and Terms of Use of this Site. DS18 reserves the right to make changes to this Site and to this agreement at any time without prior notice. And by continuing to use the Site after we post a change, you will be deemed to have accepted the new agreement. 14.9. Acceptance of Affiliate Application We will evaluate your application and will notify you of your acceptance or rejection. If you are accepted as an Affiliate, you agree to notify us of any significant changes to the content or structure of your site within ten (10) days of such change(s). We may reject your application if we determine at our sole discretion that your site or activities are unsuitable for the Program. Unsuitable sites include, but are not limited to, those that contain illegal, offensive, infringing, or objectionable content or generate a low volume of traffic by way of sales volume, clicks, and page views to the Site.

15. Commission Fees we will pay you 1-10% commission on the "Transaction total" on all Eligible Transactions. "Transaction total" is the sale or service price charged by DS18.com less the cost of adjustments; including discounts, shipping, rush charges, returns, refunds and charge backs. An Eligible Transaction is the first and reoccurring order(s) completed and shipped by a customer on DS18's website from your site who placed the order(s) within sixty (45) days of the referee's first clicking through from your site to our Site on a designated link and receiving a cookie of our designation.

16. Policies you may not: (a) Directly or indirectly offer any person or entity any consideration or incentive (including, without limitation, payment of money (including any rebate), or granting of any discount or other benefit for using special links on your site to access our site (e.g., by implementing any "rewards" program for persons or entities who use special links on your site to access our site); (b) Read, intercept, record, redirect, interpret, or fill in the contents of any electronic form or other materials submitted to us by any person or entity; (c) In any way modify, redirect, suppress, or substitute the operation of any button, link, or other interactive feature of our site; (d) Make any orders or subscription requests, or engage in other transactions of any kind on our site on behalf of any third party, or authorize, assist, or encourage any other person or entity to do so; (e) Take any action that could reasonably cause any customer confusion as to our relationship with you, or as to the site on which any functions or transactions (e.g., search, order, browse, and so on) are occurring; or (f) Post or serve any advertisements or promotional content around or in conjunction with the display of our site (e.g., through any "framing" technique or technology or pop-up windows), or assist, authorize, or encourage any third party to take any such action. If we determine, in our sole discretion, that you have engaged in any of the foregoing activities, we may (without limiting any other rights or remedies available to us) withhold any referral fees otherwise payable to you under this Agreement and/or terminate this Agreement. (g) Publishers must not bid on DS18.com's brand/trademarks within Google, Yahoo, MSN or other search engines. Trademarked terms including, but not limited, to the following: DS18.com, DS18. Publisher must not use redundant URLs with trademarked terms. (H) Coupons website

Affiliate Publishers can't use any Single Coupon from our official Coupon Page (<http://www.DS18.com/coupons>) & We're Able to Provide them Separated Coupons Specially Created for Them, Please Contact us at alan.tsoy@ds18.com for more info. For example: www.DS18.com the use of DS18.com's brand/trademarks or proprietary brand names within ad text are acceptable. Publishers can link directly to DS18.com from paid search.

17. Confidentiality Policy you may not make any press release with respect to this Agreement or your participation in the Program without our prior written consent, which may be given or withheld in our sole discretion. In addition, you may not in any manner, (including blogging, forum posting etc.) misrepresent or embellish the relationship between us and you, or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

18. Term of the Agreement The term of this Agreement will begin upon our acceptance of your program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time by giving the other party 24 hours written notice of termination. We may terminate this Agreement, for cause, with no notice. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to our Site, and all DS18.com trademarks, trade dress, and logos, and all other materials provided by or on behalf of us to you pursuant hereto or in connection with the program. We may withhold your final payment for a reasonable time to ensure that the correct amount is paid.