

## SATIN BLUE AFFILIATE AGREEMENT

This Agreement contains the complete terms and conditions that apply to your participation as a member of the Satin Blue Affiliate Network operated by Satin Blue ([48 942 328 407](tel:48942328407)) (hereinafter, "SATIN BLUE," "we" or "us). As used in this Agreement, "you" or "your" means the applicant/participating member.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND SATIN BLUE.

BY SIGNING-UP YOU ARE AFFIRMATIVELY STATING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH HEREIN AND ARE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AFFILIATE NETWORK AGREEMENT AND THAT YOU AGREE TO BE BOUND BY THE TERMS HEREOF. YOU CANNOT BECOME A MEMBER OF THE AFFILIATE NETWORK UNLESS YOU HAVE ACCEPTED EACH AND EVERY TERM HEREOF.

You will submit a completed application through our website. We will evaluate your application in good faith and will notify you of your acceptance or rejection. SATIN BLUE may reject your application if it is determined that your site is unsuitable for the Network for any reason, including, but not limited to, if your site incorporates images or content that is unlawful, defamatory, obscene, harassing or otherwise objectionable, such as sites that facilitate illegal activity or promote violence or promote or assist others in promoting copyright infringement (collectively, "Content Restrictions").

As the owner/operator of an affiliate website of SATIN BLUE ("Affiliate Site"), you may use any form of promotion you choose, consistent with the terms of this Agreement. You may use banner advertisements, button links, text links and/or creatives provided to our networked sites (the "Links"), however, you CANNOT SPAM. Any activity by you or on your behalf that we determine or reasonably suspect to be the result of an unsolicited e-mail Network will result in your immediate termination from the Network and your forfeiting of monies otherwise due you hereunder.

Affiliates are under no circumstances allowed to use a merchant name or URL in Google Ad words. SATIN BLUE will accept NO liability where affiliates are in breach of this. The buying of search results is allowed, subject to special conditions. SATIN BLUE and its merchants do NOT allow affiliates to buy keywords which are protected by copyrights, trademarks or brandnames. Any affiliate in breach of these guidelines will have their commissions reversed and account suspended.

Allowable promotional links may contain SATIN BLUEs trade names, service marks, and/or logos for display on your Affiliate Site. Subject to the terms and conditions hereof, you are granted a limited, non-exclusive, non-transferable license to access and download such Links and other designated promotional materials for placement on your Affiliate Site for the sole and exclusive purpose of promoting websites within the SATIN BLUE network.

In utilizing the Links, you agree that you will cooperate fully with us in order to establish and maintain such Link or Links. A Link may only be visually modified with our written consent.

The network will provide details of campaign payouts within your user area, these are subject to change and are specified individually by the campaign owner. A commission will only be paid if the visitor to our site can be tracked by the system from the time of the Link to the time of the sale. No commission will be paid if the visitors payment to our site cannot be tracked directly to your site by our system or if full payment for services is not made to the campaign owner by the user.

Commissions due and owing to you will be paid to you, if you are over the USD \$50 threshold, after 60 days. (USD \$100.00 for members outside Australia).

The Affiliate acknowledges and agrees that for the purpose of making payment of any Affiliate Commission, SATIN BLUE shall be entitled to issue a Recipient Created Tax Invoice (“RCTI”) and the parties declare that this Agreement shall apply to supplies by the Affiliate to which all tax invoices issued by SATIN BLUE relate as follows:

- i. SATIN BLUE as the recipient shall issue tax invoices in respect of the supply by the Affiliate;
  - ii. The Affiliate shall not issue tax invoices in respect of these supplies;
  - iii. The Affiliate warrants to SATIN BLUE that it is registered for GST where it is required to be registered under the GST Law and that it will immediately notify SATIN BLUE if it ceases to be registered;
  - iv. SATIN BLUE acknowledges that it is registered for GST and that it will notify the Affiliate if it ceases to be registered for GST; and
  - v. This Agreement constitutes an RCTI agreement for the purposes of the GST Law.

You grant us a non-exclusive license to utilize your names, titles and logos, trademarks (collectively the "Affiliate Trademarks), to advertise, market, promote and publicize in any manner our rights hereunder. Notwithstanding anything herein to the contrary, we shall not be required to so advertise, market, promote or publicize. You hereby represent and warrant that you are the sole and exclusive owner of the Affiliate Trademarks and have the right and power to grant to us the license to use same in the manner contemplated herein, and such grant does not or will not:

- o breach, conflict with or constitute a default under any agreement or other instrument applicable to you or binding upon you, or
- o infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any other person or entity. This license shall terminate upon the effective date of the expiration or termination of this Agreement.

You will be solely responsible for the development, operation and maintenance of your site and for all materials that appear on your site. SATIN BLUE shall have no responsibility for the development, operation and maintenance of your site and for all materials that appear on your site. You shall also be responsible for ensuring that materials posted on your site do not violate

or infringe upon any laws or the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights), and ensuring that materials posted on your site are not libellous or otherwise illegal. You must have express permission to use another party's copyrighted or other proprietary material. SATIN BLUE will not be responsible if you use another party's copyrighted or other proprietary material in violation of the law. In addition to the foregoing, we will immediately terminate your participation in the Network if we believe you have engaged in any of the following:

Any form of spamming including, but not limited to unsolicited e-mail, IRC postings, newsgroups, and/or instant messaging clients;

- Provision of inaccurate or incomplete information to SATIN BLUE concerning your identity, bank account, address or other required information;
- Attempts to cheat, defraud or mislead us in any way;
- Misrepresenting to the public the terms and conditions of our sites or your sites;
- Owning or operating a website in connection with a person who is under 18 years of age.

You will also be solely responsible for conducting your campaign promotions of SATIN BLUE's products. In your promotional efforts you agree to adhere to Australia's National Privacy Policies and follow guidelines laid down in the 2003 Anti Spam Act which is in force. Failure to comply and/or violations of internet user's privacy will result in your immediate termination and forfeit of all funds owing.

The term of this Agreement will begin upon our acceptance of your Affiliate Network Application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party notice of termination. Notice by e-mail, to your e-mail address in our records, is considered sufficient notice for us to terminate this Agreement. If this Agreement is terminated because you have violated the terms of this Agreement you are not eligible to receive any commission payments, even for commissions earned prior to the date of termination. If this Agreement is terminated for any other reason, you are only eligible to earn a commission on sales occurring during the term of the Agreement, and commissions earned through the date of termination will remain payable only if the related orders are not cancelled or returned. SATIN BLUE reserves the right to withhold your final payment for a reasonable time to ensure that the correct amount is paid.

SATIN BLUE may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion. Notice of any change by e-mail, to your address on our records, or the posting on our site of a change notice of a new agreement, is considered sufficient notice for notifying you of a modification to the terms and conditions of this Agreement. Modifications may include, but are not limited to, changes in the scope of available commission fees, commission schedules, payment procedures, and Affiliate Network rules. All such modifications shall take effect immediately after we serve notice as provided above, unless we indicate otherwise. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Affiliate Network, following our posting of a change notice or new agreement on our site, will constitute binding acceptance of the change.

You and SATIN BLUE are independent, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. 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 otherwise, that reasonably would contradict anything in this Section. You may NOT make any defamatory comments, statements or emails about our network, its operations, tracking and fraud management to any merchant or other affiliate networks. You are not an agent of the SATIN BLUE and SATIN BLUE expressly disclaims responsibility for any conduct by you in violation of our terms of agreement.

SATIN BLUE will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement or the Affiliate Network, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Affiliate Network will not exceed the total commissions paid or payable to you under this Agreement.

SATIN BLUE make no express or implied warranties or representations with respect to the Affiliate Network or any SATIN BLUE services or other items sold through the Network (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). 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.

You hereby represent and warrant to us that 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; and that the execution, delivery and performance by you of this Agreement are within your legal capacity and power; have been duly authorized by all requisite action on your part; require the approval or consent of no other persons; and neither violate nor constitute a default under the provision of any law, rule, regulation, order, judgment or decree to which you are subject or which is binding upon you, or

- the terms of any other agreement, document or instrument applicable to you or binding upon you. Should any law enforcement agency, internet service provider or other person or entity provide SATIN BLUE with notice that you have engaged in transmission of unsolicited e-mails or have otherwise engaged in unlawful conduct or conduct in violation of said service providers terms of service, SATIN BLUE reserves the right to cooperate in any investigation relating to your activities including disclosure of your account information in connection therewith.

SATIN BLUE may disclose to you certain information as a result of your participation as part of the Network, which information we consider to be confidential (herein referred to as "Confidential Information"). For purpose of this Agreement, the term "Confidential Information" shall include, but not be limited to any modifications to the terms and provisions of this Affiliate Network Agreement made specifically for your site and not generally available to other members of the Affiliate Network,

- website, business, and financial information relating to SATIN BLUE, and
- customer and vendor lists relating to SATIN BLUE and any members of the Affiliate Network other than you. Confidential Information shall also include any information that we designate as confidential during the term of this Agreement. You agree not to disclose any Confidential Information and that such Confidential Information shall also include any information that we designate as confidential during the term of this Agreement. You agree not to disclose any Confidential Information and that such Confidential Information shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public or if same is required by law or legal process. SATIN BLUE make no warranty, express or implied, with respect to any information delivered hereunder, including implied warranties of merchantability, fitness for a particular purpose or freedom from patent, trademark or copyright infringements, whether arising by law, custom or conduct, or as to the accuracy or completeness of the information and we shall not have any liability to you or to any other person resulting from your use or such third person's use of the information.

You hereby agree to indemnify, defend and hold harmless SATIN BLUE, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, losses, liabilities, damages or expense (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by us (collectively the "losses"), insofar as such losses (or actions in respect thereof) arise out of or are based on

- any claim or threatened claim that our use of your trademark(s) infringes on the rights of any third party;
- the breach of any promise, covenant, representation or warranty made by you herein; or
- or any claim related to your site.

Terminated accounts cannot later apply to the Network without our express written consent. This Agreement will be governed by the laws of Australia and the State of Victoria, without reference to rules governing choice of laws. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. The sole and exclusive venue for any action arising under this Agreement will be the state and federal courts for Victoria, Australia, and you hereby submit to the jurisdiction and venue of such courts.

SATIN BLUE does not approve applicant websites or businesses containing or promoting adult, pornographic or sex related content or content that may be defined by a reasonable person to infer adult, pornographic or sex related content. SATIN BLUE reserves the right to deny any applicant based on this criterion and will switch any active Affiliate to inactive if they choose to host SATIN BLUE banners on an illegitimate site

after approval and will do so without warning and will not remunerate the affiliate for any commission accrued from hosting banners on an illegitimate site as defined in these terms.

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