

Sun Brite Supply Affiliate Service Agreement

Introduction

This Affiliate Service Agreement ("Agreement") is made by and agreed to between Sun Brite Supply, Inc., a Georgia corporation, located at 361 Pike Boulevard, suite 240, Lawrenceville, GA 30045, USA ("Sun Brite Supply"), and you ("You"). As an application service provider, Sun Brite Supply facilitates "Performance Marketing Programs" by providing services ("Network Service") via the Internet. A "Performance Marketing Program" ("Program") is where a person, entity, affiliate or its agent, operating "Web site(s)" (internet domain, or a portion of a domain) and/or other promotional methods to drive traffic and sales to Sun Brite Supply Web Store (<http://www.sunbritesupply.com>) ("Affiliate") may earn financial compensation ("Payouts") for "Transactions" (actions by Visitors as defined by the Sun Brite Supply) referred by such Affiliate via an action made by a "Visitor" (any person or entity) through an Internet connection ("Link") to Sun Brite Supply Web Store (<http://www.sunbritesupply.com>) using authorized promotional methods used by such Affiliate. The Sun Brite Supply compensates the Affiliate, in accordance with this Agreement and the Program Payout specifications.

1. Participation in Programs.

(a) Acceptance by Sun Brite Supply. During this Agreement You may apply to Sun Brite Supply Programs for the opportunity to earn Payouts by promoting Sun Brite Supply in accordance with Sun Brite Supply's Program terms and complying with this Agreement. Upon approval by Sun Brite Supply for acceptance into its Program, You may display (and remove) Links to Sun Brite Supply's Web site or Web site content in accordance with the Sun Brite Supply's Program terms and this Agreement. An Sun Brite Supply's acceptance of You extends only to the entity, or individual, that enters into this Agreement with Sun Brite Supply.

(b) Program Terms. The details of Sun Brite Supply's Program shall be available through their web site. Transactions qualifying for a Payout are defined by Sun Brite Supply. Sun Brite Supply may change any Payout rate upon no less than 7 days written notice through E-mail or mail with effect from the 8th day (or such later date as specified by Sun Brite Supply).

(c) Additional Terms. Affiliates and Sun Brite Supply may enter into direct contractual relationships through the application to join process in the form of a click-through agreement ("Click-through Agreement") or in the form of an offer made to You by Sun Brite Supply ("Offer"). It is Your obligation to review and accept or decline a Click-through Agreement or Offer when such is presented to You. If accepted by You, compliance with the Click-through Agreement or Offer is solely Your responsibility. The terms and conditions of the Click-through Agreement or Offer may supersede or conflict with this Agreement and shall apply only with respect to Your relationship with Sun Brite Supply.

(d) Prohibited Uses of Links.

(i) Locations. You may not place Links to Sun Brite Supply's Web Store in unsolicited email and other types of spam. Affiliates using IRC channels, instant messages or similar Internet resources must designate their program as special requiring manual review and acceptance by the Sun Brite Supply.

(ii) Non-Bona Fide Transactions. You must promote Sun Brite Supply such that You do not mislead the Visitor, and such that the Links deliver bona fide Transactions by the Visitor to Sun Brite Supply from the Link. You shall not cause any Transactions to be made that are not in good faith, including, but not limited to, using any device, program, robot, Iframes, or hidden frames. You will be compensated for Transactions where You or Your agent are the Visitor. You shall not earn Payouts for non-bona fide Transactions.

(iii) Infringement. None of Your promotional activities may infringe an Sun Brite Supply's proprietary rights (including but not limited to trademark rights), Sun Brite Supply's proprietary rights, or a third party's proprietary rights.

(e) Updating Links. If Links to Sun Brite Supply are not dynamically updated, upon notification you may be removed from the affiliate program. You are obligated to update Sun Brite Supply Links in order to earn Payouts.

2. Affiliate Obligations to Sun Brite Supply.

(a) Accurate, Up-to-Date Information. You agree to provide Sun Brite Supply with accurate information about You and Your promotional methods, and to maintain up-to-date "Account" information (such as contact information, Web sites used, etc.). In Your Account, You must accurately, clearly and completely describe all promotional methods by selecting the appropriate descriptions and providing additional information when necessary. Some promotional methods will be designated by the system as "special". Special programs are linked to promotional methods and practices considered unique and require manual approval and acceptance by the Sun Brite Supply. Sun Brite Supply reserves the right to define any program as special.

(b) Use of Links. You represent and warrant that all promotional means used by You will not contain objectionable content (including but not limited to content that is misleading, libelous, defamatory, obscene, violent, bigoted, hate-oriented, illegal, and/or promoting illegal goods, services or activities), and that You will not mislead others. You agree to: (i) use ethical and legal business practices, (ii) comply with the Sun Brite Supply's Program terms and this Agreement, (iii) maintain a privacy policy on Your Web site and for any non-Web site based promotional method made available to Visitors, and (iv) designate Your Affiliate Account as "special" if You promote Sun Brite Supply(s) by any means other than displaying a Link to the Sun Brite Supply on Your Web site. Sun Brite Supply must approve all of Your promotional activities and may deem Your promotional activities inappropriate and a material breach of this Agreement in Sun Brite Supply's sole discretion. Sun Brite Supply reviews Affiliate conduct and any suspected fraudulent, abusive or otherwise illegal content or activity by You through Your promotional methods, is grounds for immediate termination of this Agreement or deactivation of Your Account and possible forfeiture of any moneys due to you.

(c) Promotional Methods. You represent and warrant that You will not engage in and/or facilitate spamming, indiscriminate advertising or unsolicited commercial email or otherwise fail to comply with the CAN SPAM Act of 2003 (Public Law 108-187 or any successor legislation), and/or any other laws and/or regulations that govern email marketing and/or communications. You represent and warrant that You will not engage in pop-up or pop-under advertising using any means involving third party properties and/or services (software). Pop up/unders are acceptable on a first party basis only when triggered by Your site content /site visit or by downloadable software applications for which You are the owner/operator. Pop up/unders delivered through downloadable software cannot engage in means that force clicks or perform redirects, or pop over a pay-per-click listing or natural search results. Pop up/unders must honor the Sun Brite Supply Affiliate Code of Conduct requirements (as such requirements may be modified from time to time), including but not limited to: (i) installation requirements, (ii) end-user agreement requirements, (iii) afsrc=1 requirements, (iv) requirements prohibiting usurpation of a Transaction that might otherwise result in a Payout to another Affiliate (e.g. by purposefully detecting and forcing a subsequent click-through on a link of the same Sun Brite Supply) and (v) non-interference with competing Sun Brite Supply/Affiliate referrals.

(d) Personally Identifiable Information of Visitors. You represent and warrant that You will not enable the Tracking Code to collect personally identifiable information of Visitors that would allow Sun Brite Supply to personally identify Visitors.

(e) Privacy. You must conspicuously post Your privacy policy on Your Web site and otherwise make it available to all Visitors. Your privacy policy must comply with all laws and regulations regarding the privacy of Visitor information, be commercially reasonable, and fully and accurately disclose Your collection and use of Visitor information. You must fully and accurately disclose Your use of third party technology, including Sun Brite Supply's tracking technology, use of cookies and options for discontinuing use of such cookies.

(f) Applicable Codes and Code Maintenance. In order for Sun Brite Supply to record the tracking of Visitors' Transactions resulting from clicks on Links to Sun Brite Supply's promoted by You, You must include and maintain a Sun Brite Supply "Tracking Code" within the Sun Brite Supply's Links. All Sun Brite Supply Links and all advertisements ("Ad Content") must be in a compatible format to be tracked by Sun Brite Supply.

(g) Usage and Security of Account. You shall be responsible for all usage and activity on Your account and for loss, theft or unauthorized disclosure of Your password (other than through Sun Brite Supply's negligent or willful conduct or omission). You shall provide Sun Brite Supply with prompt written notification of any known or suspected unauthorized use of Your Account or breach of the security of Your Account.

3. Sun Brite Supply's Services.

(a) Tracking Transactions and Payouts. Sun Brite Supply shall determine (where possible) actual Payouts that should be credited to Your Account. Sun Brite Supply may, in Sun Brite Supply's sole discretion, apply an estimated amount of Payouts, if: (i) You are referring Visitors to Sun Brite Supply as verified by clicks through Links to Sun Brite Supply with Sun Brite Supply Tracking Code, (ii) where there is an error in Sun Brite Supply's trans-

mission of Tracking Code data to Sun Brite Supply, and (iii) where Sun Brite Supply is able to utilize a historical analysis of Your promotion of Sun Brite Supply to determine an equitable amount of estimated Payouts.

(b) Charge-backs. Sun Brite Supply may apply, a debit to Your Account in an amount equal to a Payout previously credited to Your Account in circumstances of : (i) product returns; (ii) duplicate entry or other clear error; (iii) non-bona fide Transactions; (iv) non-receipt of payment from, or refund of payment to, the Visitor by the Sun Brite Supply; or (v) Affiliate failure to comply with Sun Brite Supply's Program terms or other agreement with Sun Brite Supply ("Charge-back"). Charge-backs may be applied to Your Account at any time, including previous payment cycles.

(c) Access to Tracking and Reporting Tools. Sun Brite Supply shall provide You with access to tracking and reporting tools, and to support services. From time to time Sun Brite Supply may offer optional services for a fee. Fees for such optional services are at Sun Brite Supply's then-current published rates or as may be quoted by Sun Brite Supply, and are payable in advance or may be off-set against Your positive Account balance (at Sun Brite Supply's discretion). Tracking detail regarding Visitor Transactions is not available on a real-time basis for Sun Brite Supply and there may be reporting delays regarding Transactions for some affiliates. Sun Brite Supply may make available, for fees that Sun Brite Supply shall publish from time-to-time, enhanced reporting capabilities and other services that are not included in the standard affiliate program.

(d) Support. Support for your program is available on-line through Sun Brite Supply.

(e) Facilitating Payment of Payouts. Subject to other provisions in this Agreement, Sun Brite Supply shall credit Your Account with a Payout for each qualifying Transaction in accordance with the Sun Brite Supply's Payout rate and Program terms for the relevant Transaction. On the 20th day of each calendar month, Sun Brite Supply will issue to You store credit, or mail a check for any positive balance in Your Account for Transactions reported for the previous month, provided Your Account balance exceeds the required "Minimum Account Balance." Sun Brite Supply shall have no obligation to make payment of any Payouts for which Sun Brite Supply has not received payment from the sales made. You may elect to receive payment in any of the currencies that Sun Brite Supply supports (as may be amended by Sun Brite Supply). The conversion rate shall be determined in accordance with Sun Brite Supply's operating standards using the rates prevailing upon the date that payment is made to You, or upon the basis of historical conversion rates if rates are unavailable. The number or amount of Transactions, credits for Payouts, and debits for Charge-backs, as calculated by Sun Brite Supply, shall be final and binding on You.

(f) Dormant Accounts. If Affiliate's Account has not been credited with a valid, compensable Transaction that has not been Charged-back during any rolling, six consecutive calendar month period ("Dormant Account"), a dormant account fee at Sun Brite Supply's then-current rate shall be applied to Affiliate's Account each calendar month that Affiliate's Account remains an open yet Dormant Account or until Your Account balance reaches a zero balance, at which time the Account shall become deactivated. Transactions will not be counted if the Transaction subsequently becomes a Charge-back.

(g) Negative Accounts. You may have a negative balance if Your Account is debited amounts equivalent to previous Payouts for Charge-backs and You do not have an adequate Account balance to cover the Charge-back amounts. When You have a negative balance, You must immediately remit payment to Sun Brite Supply in an amount sufficient to bring Your Account to a zero balance, or Your Account is subject to 1.5% interest per month, compounded monthly.

4. Proprietary Rights.

(a) Linking to Sun Brite Supply's. Sun Brite Supply is granting to You the right to display and Link to the Sun Brite Supply's Web site or Web site content in accordance with the Sun Brite Supply's Program terms for the limited purposes of Promoting the Sun Brite Supply's Program, subject to the terms and conditions of this Agreement. Your use of the Link signifies Your agreement to refrain from copying or modifying any icons, buttons, banners, graphics files or content contained in the Link, including but not limited to refraining from removing or altering any copyright or trademark notices. As between Sun Brite Supply and Affiliate, Sun Brite Supply owns all rights in and to all information regarding the Visitors that You refer to Sun Brite Supply's through Sun Brite Supply.

(b) Sun Brite Supply's Use of Your Marks. You authorize Sun Brite Supply to utilize Your trademarks, service marks, tradenames, and/or copyrighted material that You provide to Sun Brite Supply through Your Account to promote Your participation in the Network Services.

(c) Your Use of Sun Brite Supply's Proprietary Rights. You agree that Your use of any Sun Brite Supply trademarks, service marks, tradenames, and/or URLs is subject to the license and terms of use that are available from such Web site ("Terms of Use"). You explicitly agree not to adopt or use in any manner any trademarks, service marks, tradenames, and/or URLs that are the same or confusingly similar to, or are combined with, those of Sun

Brite Supply.

(d) Retention of Rights. All proprietary rights of Sun Brite Supply, and You, and all goodwill arising as a result of such rights, inure to the benefit of such owner.

(e) No Challenge to Sun Brite Supply's Proprietary Rights. You acknowledge that You obtain no proprietary rights in Sun Brite Supply's trademarks, service marks, tradenames, URLs, copyrighted material, patents, and patent applications, and agree not to challenge Sun Brite Supply's proprietary rights.

5. Confidentiality.

(a) Obligations. You or Sun Brite Supply may provide the other with information that is confidential and proprietary to that party or a third party, as is designated by the disclosing party or that is reasonably understood to be proprietary and/or confidential ("Confidential Information"). The receiving party agrees to make commercially reasonable efforts, but in no case no less effort than it uses to protect its own Confidential Information, to maintain the confidentiality of and to protect any proprietary interests of the disclosing party. Confidential Information shall not include (even if designated by a party) information: (i) that is or becomes part of the public domain through no act or omission of the receiving party; (ii) that is lawfully received by the receiving party from a third party without restriction on use or disclosure and without breach of this Agreement or any other agreement without knowledge by the receiving party of any breach of fiduciary duty, or (iii) that the receiving party had in its possession prior to the date of this Agreement. Upon termination of this Agreement, You must destroy or return to Sun Brite Supply any Confidential Information provided by Sun Brite Supply to You under this Agreement.

(b) Provision of Info to Sun Brite Supply's/Third Parties. You agree that Sun Brite Supply may, but is not obligated to, provide Your email addresses) and basic Affiliate Account detail (including but not limited to Your address, phone and fax number, Web site name, the date the website or subscription email first entered into operation, and visitor demographics) to Sun Brite Supply's. Sun Brite Supply may provide any and all Visitor, Transaction and/or Tracking Code data to the Sun Brite Supply to which You referred such Visitor, and to any third party in Sun Brite Supply's sole discretion, including but not limited to all regulatory, legislative and judicial bodies, and pursuant to allegations and claims of proprietary rights infringement. Sun Brite Supply reserves the right to be able to utilize Tracking Code data provided to it, which may include: information about Your performance statistics, to analyze Network Service trends, monitor Network Service efficiencies, maintain the integrity of the tracking code, promote Network Service capabilities and efficiencies, and promote You and Your Web performance to Sun Brite Supply's.

6. Term, Termination, Deactivation and Notices.

(a) Term. This Agreement shall commence upon Your indication that You have accepted this Agreement by providing the required information and 'clicking through' the acceptance button on the Sun Brite Supply Web site and shall continue until terminated in accordance with the terms of this Agreement. This Agreement may be terminated by either party upon 15 days notice. This Agreement may be terminated immediately upon notice for Your breach of this Agreement. Your Account may be deactivated during investigation of breach of this Agreement. If this Agreement is terminated based upon Your breach, You shall not be eligible to enter into a new click-through Affiliate Service Agreement with Sun Brite Supply, and any attempt to do so shall be null and void.

(b) Termination by Sun Brite Supply. Sun Brite Supply may terminate You, one of Your Web sites, or Your ability to use a promotional method, from the Sun Brite Supply's Program for any or no reason, upon 7 days written notice with effect from the 8th day. Additionally, Sun Brite Supply may terminate You from the Sun Brite Supply's Program for breach of a third party's proprietary rights, and/or diluting, tarnishing or blurring an Sun Brite Supply's trademarks, tradenames, and/or service marks, or for Your material breach of the Sun Brite Supply's Program terms or of this Agreement.

(c) Termination or Deactivation by Sun Brite Supply. Sun Brite Supply may terminate You, one of Your Web sites, or Your use of a promotional method, from an Sun Brite Supply's Program, at any time in Sun Brite Supply's sole discretion. Breach of any Section of this Agreement is cause for immediate termination from an Sun Brite Supply's Program and/or termination of this Agreement, and may result in Chargeback of one or more Payouts. Sun Brite Supply may temporarily deactivate or terminate Your Account if: (i) You or Your agent are responsible for the improper functioning of Ad Content, or if You otherwise interfere with and/or fail to maintain the Tracking Code; (ii) Your Account has not been logged into and/or there have been no Transactions credited to Your Account for any 30 day period; (iii) You maintain a negative balance in Your Account; (iv) Sun Brite Supply determines You are diluting, tarnishing or blurring Sun Brite Supply's proprietary rights; (v) You begin proceedings to challenge Sun Brite Supply's proprietary rights; or (vi) a third party (including a Sun Brite Supply Sun Brite Supply) disputes Your right to use any Link, domain name, trademark, service mark, trade dress, or right to offer any ser-

vice or good offered on Your Web site, or through any of Your promotional means. Upon termination of this Agreement, or in case of deactivation of Your Account, You shall no longer accrue Payouts in Your Account, including but not limited to subsequent sales and/or Leads for click-throughs that occurred prior to termination.

(d) Termination of Programs and Offers. Programs and Offers may be discontinued at any time.

(e) Notices. Except as provided elsewhere herein, both parties must send all notices relating to this Agreement to: (i) for Sun Brite Supply, via registered mail, return receipt requested or via an internationally recognized express mail carrier to Sun Brite Supply 361 Pike Boulevard, suite 240, Lawrenceville, GA 30045, USA (effective upon actual receipt); and, (ii) for You, at the email or physical address listed on Your Account (effective upon sending as long as Sun Brite Supply does not receive an error message regarding delivery of the email) or five (5) days after mailing).

(f) Post-termination. Upon termination of this Agreement, any outstanding payments shall be paid by Sun Brite Supply to You within 90 days of the termination date, and any outstanding debit balance shall be paid by You to Sun Brite Supply within 30 days of termination of this Agreement. All payments are subject to recovery for Charge-backs. Upon termination of this Agreement, any permissions granted under this Agreement will terminate, and You must immediately remove all Links to Sun Brite Supply). Provisions of this Agreement that by their nature and context are intended to survive the termination of this Agreement shall survive the termination of this Agreement to the extent that and as long as is necessary to preserve a party's rights under this Agreement that accrued prior to termination.

7. Representations, Warranties, Disclaimers and Limitations.

(a) Business Operations. Each party will make reasonable commercial efforts to keep its Web site operational during normal business hours. However, the parties agree that it is normal to have a certain amount of system downtime and agree not to hold each other or Your Sun Brite Supply's liable for any of the consequences of such interruptions. Sun Brite Supply may modify the Network Service, or discontinue providing the Network Service, or any portion thereof, at any time.

(b) Authority. Each party represents and warrants to the other party as to itself that the person executing this Agreement is authorized to do so on such party's behalf. **IF YOU ARE AN INDIVIDUAL, YOU REPRESENT AND WARRANT THAT YOU WERE AT LEAST 18 YEARS OF AGE ON THE EFFECTIVE DATE OF THIS AGREEMENT.**

(c) Non-infringement Warranties. You represent and warrant that: (i) You have all appropriate authority to operate, and to any and all content on, Your Web site(s); (ii) You have all appropriate authority in any promotional method you may choose to use; (iii) Your Web site(s) and Your promotional methods do not and will not infringe a third party's, a Sun Brite Supply Sun Brite Supply's, or Sun Brite Supply's, proprietary rights; and (iv) You shall remain solely responsible for any and all Web sites owned and/or operated by You and all of Your promotional methods. Sun Brite Supply may or may not review all content on Your Web site or used by You in Your promotional methods.

(d) Compliance with Laws. You are responsible for compliance with the requirements of all relevant legislation (including subordinate legislation and the rules of statutorily recognized regulatory authorities) in force or applicable in the United States or in any other applicable territory, and warrant that no promotion method used by You or the content of Your Web site(s) will render Sun Brite Supply liable to any proceedings whatsoever.

(e) Limitation of Liabilities. **ANY OBLIGATION OR LIABILITY OF Sun Brite Supply UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL OF YOUR PAYOUTS PAID TO YOU BY Sun Brite Supply UNDER THIS AGREEMENT DURING THE YEAR PRECEDING THE CLAIM. NO ACTION, SUIT OR PROCEEDING SHALL BE BROUGHT AGAINST THE OTHER PARTY TO THIS AGREEMENT MORE THAN ONE YEAR AFTER THE TERMINATION OF THIS AGREEMENT. YOU AGREE THAT Sun Brite Supply SHALL NOT BE LIABLE TO YOU, OR ANY THIRD PARTY (INCLUDING BUT NOT LIMITED TO A CLAIM BY ANOTHER AFFILIATE OR AN Sun Brite Supply OF THE NETWORK SERVICE), FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.**

(f) Disclaimer of Warranties. **TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, Sun Brite Supply DISCLAIMS ALL WARRANTIES IMPLIED, INCLUDING, BUT NOT LIMITED TO, (A) MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, (B) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS,**

(C) THAT Sun Brite Supply's SECURITY METHODS WILL BE SUFFICIENT, (D) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY, OR (D) AGAINST INTERFERENCE WITH ENJOYMENT OF THE AFFILIATE'S INFORMATION OR WEB SITE. ALL 'INFORMATION' AND 'COMPUTER PROGRAMS' PROVIDED TO YOU IN THE COURSE OF THIS AGREEMENT ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. Sun Brite Supply IS, UNDER NO CIRCUMSTANCES, RESPONSIBLE FOR THE PRACTICES, ACTS OR OMISSIONS OF ANY Sun Brite Supply OR AFFILIATE, OR SUCH Sun Brite Supply OR AFFILIATE'S WEB SITE(S), AND/OR THE CONTENT OF AN Sun Brite Supply's WEB SITE OR THAT AN Sun Brite Supply MAKES AVAILABLE THROUGH THE NETWORK SERVICE.

(g) Remedies. No remedy or election shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(h) Benefit of the Bargain. THE PROVISIONS OF THIS SECTION 7 ARE AN ESSENTIAL ELEMENT OF THE BENEFIT OF THE BARGAIN REFLECTED IN THIS AGREEMENT.

8. Affiliate's Indemnification Obligations. Affiliate shall defend, indemnify and hold Sun Brite Supply and Sun Brite Supply's harmless against all claims, suits, demands, damages, liabilities, losses, penalties, interest, settlements and judgments, costs and expenses (including attorneys' fees) incurred, claimed or sustained by third parties, including but not limited to Sun Brite Supply's, directly or indirectly as a result of (a) Affiliate's breach of or non-compliance with this Agreement, (b) Affiliate's violation of any law, or an alleged violation of law by Sun Brite Supply, that is a direct or indirect result of Affiliate's use of the Network Service, (c) Affiliate's use of the Network Service, (d) Affiliate's participation in any Program, (e) any content, goods or services offered, sold or otherwise made available by Affiliate to any person, (f) Affiliate's acts or omissions in using, displaying or distributing any internet links obtained from the Network Service or elsewhere, including but not limited to Affiliate's use of internet links via email distribution, (g) any claim that Sun Brite Supply is obligated to pay tax obligations in connection with payment made to Affiliate pursuant to this Agreement and/or any Sun Brite Supply's Program, and (h) any violation or alleged violation by Affiliate of any rights of another, including breach of a person's or entity's intellectual property rights (each (a)-(h) individually is referred to hereinafter as a "Claim"). Should any Claim give rise to a duty of indemnification under this Section 8, Sun Brite Supply shall promptly notify Affiliate, and Sun Brite Supply shall be entitled, at its own expense, and upon reasonable notice to Affiliate, to participate in the defense of such Claim. Participation in the defense shall not waive or reduce any of Affiliate's obligations to indemnify or hold Sun Brite Supply harmless. Affiliate shall not settle any Claim without Sun Brite Supply's prior written consent. Affiliate also shall indemnify for any reasonable attorneys' fees or other costs incurred by an indemnified party in investigating or enforcing this Section 8. In the context of this Section 8 only, the term "Sun Brite Supply" shall include officers, directors, employees, corporate affiliates, subsidiaries, agents, and subcontractors.

9. Miscellaneous.

(a) Headings and References. Headings of Sections are for the convenience of reference only. Words indicated in quotes and capitalized signify an abbreviation or defined term for indicated words or terms, including those definitions contained in the opening paragraph.

(b) Third Party Disputes. In the event of a third party claim against either: (a) Sun Brite Supply's intellectual property; or (b) against Sun Brite Supply's right to offer any service or good on Sun Brite Supply's Web site(s) or if, in Sun Brite Supply's opinion, such a claim is likely, Sun Brite Supply shall have the right, at its sole option and in its sole discretion, to (i) secure the right at Sun Brite Supply's expense to continue using the intellectual property or good or service; or (ii) at Sun Brite Supply's expense replace or modify the same to make it non-infringing or without misappropriation.

(c) Relationships of Parties/Third Party Rights. The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint venturers or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractor. You agree that Your consent is not necessary to modify any Sun Brite Supply Service Agreement.

(d) Choice of Law/Attorneys' Fees. This Agreement is governed by the laws of the State of California (USA), except for its conflict of law provisions. The exclusive forum for any actions related to this Agreement shall be in the state courts, and, to the extent that federal courts have exclusive jurisdiction, in Los Angeles, California. The parties consent to such venue and jurisdiction and waive any right to a trial by jury. The application of the United Na-

tions Convention on the International Sale of Goods is expressly excluded. A party that primarily prevails in an action brought under this Agreement is entitled to recover from the other party its reasonable attorneys fees and costs. Sun Brite Supply controls and operates its Web site from its offices in the USA and access or use where illegal is prohibited.

(e) Force Majeure. Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, failure of Internet service providers, default due to Internet disruption (including without limitation denial of service attacks), riots, insurrection, acts of terrorism, war (or similar), fires, flood, earthquakes, explosions, and other acts of God.

(f) Severability/Waiver. If any provision of this Agreement is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect. The parties shall in good faith attempt to modify any invalidated provision to carry out the stated intentions in this Agreement. The waiver of any breach of any provision under this Agreement by any party shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.

(g) Assignment and Acknowledgement. Neither party may assign this Agreement without the prior express written permission of the other party. Notwithstanding the foregoing, Your consent shall not be required for assignment or transfer made by Sun Brite Supply (1) due to operation of law, or (2) to an entity that acquires substantially all of Sun Brite Supply's stock, assets or business, or (3) to a related entity (e.g. parent or subsidiary of parent). Your use of the Network Service is irrefutable acknowledgement by You that You have read, understood and agreed to each and every term and provision of this Agreement. Sun Brite Supply may establish from time to time rules and regulations regarding use of the Network Service as published on the Network Service and incorporated herein.

(h) Marketing. Affiliate agrees that Sun Brite Supply may identify it as a Sun Brite Supply Affiliate in client lists and may use Affiliate's name and/or logo solely for such purpose in its marketing materials. Any other uses of Affiliate's name and/or logo not otherwise described or contemplated herein shall require Affiliate's prior written consent.

(i) Entire Agreement, Assignment and Amendment. This Agreement, including the Introduction, contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by either of the parties, either oral or written, except as stated in this Agreement. This Agreement may only be altered, amended or modified by an instrument that is assented to by each party to this Agreement by verifiable means, including without limitation by written instrument signed by the parties or through a "click through" acknowledgement of assent. No interlineations to this Agreement shall be binding unless initialed by both parties. Notwithstanding the foregoing, Sun Brite Supply shall have the right to change, modify or amend ("Change") this Agreement, in whole or in part, by posting a revised Agreement at least 14 days prior to the effective date of such Change. Your continued use of the Network Service after the effective date of such Change shall be deemed Your acceptance of the revised Agreement.

IF YOU ARE AN INDIVIDUAL, YOU REPRESENT AND WARRANT THAT YOU WERE AT LEAST 18 YEARS OF AGE ON THE EFFECTIVE DATE OF THIS AGREEMENT.

Contact Information:

Sun Brite Supply
361 Pike Boulevard
suite 240
Lawrenceville, GA 30045
1-877-5-SUPPLY