

DHC AFFILIATE AGREEMENT

This Affiliate Agreement ("Agreement") is made between DHC USA Incorporated, a California corporation ("DHC") and the undersigned affiliate, [insert name and entity type of Affiliate] ("Affiliate").

BACKGROUND

Affiliate and DHC are each enrolled in The LinkShare Network™.

DHC sells certain products over the Internet through a website owned and operated by DHC and currently located at www.DHCcare.ca ("DHC Site").

Affiliate provides certain goods and services over the Internet through a website owned and/or licensed by and operated by Affiliate ("Affiliate Site").

Affiliate and DHC each desire to establish the general terms and conditions which shall govern advertising and commission arrangements between Affiliate and DHC which result from their participation in The LinkShare Network™.

TERMS AND CONDITIONS

In consideration of the promises set forth below, we agree as follows:

1. Offers and Engagements.

1.1. From time to time, DHC may post on The LinkShare Network™ offers to pay to other participants a specified commission in return for certain advertising services leading to a Qualifying Link (defined below). If such offers receive an identification number from The LinkShare Network™ they shall be deemed to be an "Offer" for purposes of this Agreement. The term "Offer" shall also include any counter-offers resulting from an Offer.

1.2. If an Offer made by one party is accepted by the other party in accordance with the Offer's terms via The LinkShare Network™, an "Engagement" will have been formed. Each Engagement shall have the same identification number as the original Offer that led to the Engagement and shall be governed by the terms and conditions of this Agreement. However, in the event of any inconsistency between the terms of the specific Engagement and the terms of this Agreement, the terms of the Engagement shall govern.

1.3. At any time prior to Affiliate providing a Qualifying Link, DHC may with or without notice (a) change, suspend or discontinue any aspect of an Offer or an Engagement or (b) remove, alter or modify any graphic or banner ad submitted by DHC for an Offer or an Engagement. Affiliate agrees to promptly implement any request from DHC to remove, alter or modify any graphic or banner ad submitted by DHC that is being used by Affiliate as part of an Engagement.

2. Affiliate's Responsibilities.

2.1. Affiliate will link the Affiliate Site to areas within the DHC Site using special URLs specified in the Engagement (the "Required URLs"). Affiliate may post as many links to the Required URLs and the rest of the DHC Site as it likes on Affiliate Site. The position, prominence and nature of links on the Affiliate Site shall comply with any requirements specified in the Engagement, but otherwise will be in the discretion of Affiliate. Affiliate may not post the Required URL's on any other websites or otherwise use sub-affiliates.

2.2. Affiliate agrees not to make any representations, warranties or other statements concerning DHC, the DHC Site, any of DHC's products or services, or the DHC Site policies, except as expressly authorized by the Engagement. In addition, Affiliate shall not make any representations or create the appearance (expressed or implied) that a visitor to the Affiliate Site is visiting the DHC Site.

2.3. Affiliate is responsible for notifying DHC and The LinkShare Network™ of any malfunctioning of the Required URLs or other problems with Affiliate's participation in the Engagement. DHC will respond promptly to all concerns upon notification by Affiliate. Affiliate is solely responsible for the development, operation and maintenance of the Affiliate Site.

2.4. Affiliate shall not use any email, at any time, to advertise or promote DHC's name, or any product or service related to or offered by DHC without the prior written consent of DHC for each individual campaign.

2.5. Affiliate shall not use the DHCcare.ca, DHCcare.com or DHC name, or any variation or misspelling thereof, in any manner not expressly authorized in this Agreement, including, without limitation, the following:

- (i) Affiliate may not post DHC sales or promotions on the Affiliate Site without DHC's prior written consent;
- (ii) Affiliate may not use the DHCcare.ca, DHCcare.com or DHC name or trademarks, or any variation or misspelling thereof, in metatags, in hidden text or source code, in emails or newsletters, in searchable keywords, in Affiliate's ad copy, or in Affiliate's domain or sub-domain or any other part of Affiliate's URL;
- (iii) Affiliate may not engineer the Affiliate Site in a manner that pulls internet traffic away from the DHC Site;
- (iv) Affiliate may not engineer the Affiliate Site in a manner that would be considered "keyword stuffing," such as using terms in hidden or live text that is meant to attract search engine spiders in order to determine higher relevancy to DHCcare.ca;
- (v) Affiliate may not use redirect URLs (ads that contain display URL that automatically redirect to the DHC Site), Bridge pages (ads for webpages that act as an intermediary, whose sole purpose is to link or redirect traffic to the DHC Site), or "framing" or "wrapping" (ads for webpages that replicate the look and feel of the DHC Site);
- (vi) Affiliate may not launch the DHC Site directly from search engine listings or from the Affiliate Site unless the visitor clicks through a DHC banner, logo or product;
- (vii) Affiliate may not bid on keyword or keyword strings on any search engines (including, but not limited to, search engines employed by Google, Yahoo, MSN, Lycos or any similar search engine) that is or includes one of DHC's trademarks or a derivation or misspelling of a DHC trademark, or any other word or term that is likely to cause confusion regarding its affiliation with DHCcare.ca, DHCcare.com or DHC. Some examples of these keywords include, without limitation, "DHC", "DHCcare.ca", "DHCcare.com", "DHC Skincare", "DHC Cosmetics", "DHC Beauty", "Velvet Skin Coat", "Deep Cleansing Oil", or "Olive Virgin Oil".

3. Commissions.

3.1. DHC agrees to pay Affiliate the commission specified in the Engagement if DHC sells to a visitor to the DHC Site (a "Customer") a product or service that is the subject of the Engagement and if that Customer has accessed the DHC Site and purchased the product or service from the DHC Site via a Qualifying Link. Commissions are not calculated on any taxes or shipping and handling charges, and shall be reduced by any discounts, chargebacks, bad debt and returns. In no event will Affiliate receive any compensation for purchases made on the DHC Site that are rejected by DHC for reasons including, without limitation, fraud, cancellation, or non-compliance with any reasonable requirements established by DHC as a condition of sale. DHC will pay commissions on merchandise purchases (excluding gift certificates), less taxes, applicable discounts, shipping and handling that are shipped to residents of and addresses within Canada only. Commissions will be paid in accordance with the terms set forth in the Offer. If a return is made for a sale after the payment cycle for the commission on that sale, then the commission paid on such return will be credited back to DHC during the next applicable payment cycle. If commissions are paid on any returns that occur after termination of this Agreement or any Engagement and after the final payment of commissions, then DHC shall issue an invoice to Affiliate for said amounts, which Affiliate agrees to pay to DHC within 30 days after the date of such invoice.

3.2. A "Qualifying Link" is a link from the Affiliate Site to the DHC Site using one of the Required URLs or any other URL provided by DHC for use in The LinkShare Network™ if it is the last link to the DHC Site that the Customer uses during a Session where a sale of a product or a service to Customer occurs. A "Session" is the period of time beginning from a Customer's initial contact with the DHC Site via a link from the Affiliate Site and terminating when the earlier to occur of the following: (1) the Customer returns to the DHC Site via a link from a site other than the Affiliate Site; (2) the applicable number of specified return days have passed; or (3) the Engagement expires or is terminated.

3.3. DHC shall have the sole right and responsibility for processing all orders made by Customers. Affiliate acknowledges that all agreements relating to sales to Customers shall be between DHC and the Customer.

3.4. All determinations of Qualifying Links and whether a commission is payable will be made by The LinkShare Network™ and will be final and binding on both DHC and Affiliate. Prices for the products and services sold on the DHC Site will be set solely by DHC in its sole discretion.

4. Ownership and Licenses.

4.1. Each party owns and shall retain all right, title and interest in its names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology, including, without limitation, those names, logos, trademarks, service marks, trade dress, copyrights and proprietary technology currently used or which may be developed and/or used by it in the future.

4.2. DHC grants Affiliate a revocable, non-exclusive, nontransferable, non-sublicensable, worldwide license to use, reproduce and transmit the name, logos, trademarks, service marks, trade dress and proprietary technology (collectively, "DHC Intellectual Property"), as designated in the Engagement or during the registration process in The LinkShare Network™, on the Affiliate Site solely for the purpose of creating links from the Affiliate Site to the DHC Site during Engagements. Except as expressly set forth in this Agreement or permitted by applicable law, Affiliate may not copy, distribute, modify, reverse engineer, or create derivative works from the DHC Intellectual Property. Affiliate may not sublicense, assign or transfer any such licenses for the use of the DHC Intellectual Property, and any attempt at such sublicense, assignment or transfer is void. Affiliate shall not, without the prior written consent of DHC: (i) display any webpages from the DHC Site except as otherwise provided in this Agreement; (ii) cache, store, or copy any portion of the DHC Site; (iii) modify or alter any pages of the DHC Site, including, without limitation, by removing any proprietary rights notices on the DHC Site; (iv) frame any portion of the DHC Site in conjunction with any materials that violate or infringe upon any right of any third party or in conjunction with any materials which DHC, in its sole discretion, finds objectionable. Sub-affiliates are not permitted.

4.3. Affiliate grants DHC a non-exclusive, worldwide, royalty-free license to use, reproduce and transmit any graphic or banner ad submitted by Affiliate solely for co-branding purposes or as a return link from the DHC Site to the Affiliate Site. DHC will remove such graphic or banner ad upon Affiliate's request. Affiliate acknowledges and agrees that DHC is not obligated to place any graphic or banner ad submitted by Affiliate on the DHC Site.

5. Termination.

5.1. Either party may terminate any Engagement at any time by deleting their acceptance of the Engagement through The LinkShare Network™. Termination of an Engagement shall not terminate this Agreement or any other Engagement.

5.2. Either party may terminate this Agreement at any time, for any reason, provided that they provide at least five days' prior written notice of such termination to the other party and The LinkShare Network™. Termination of this Agreement shall also terminate any outstanding Engagements. However, all rights to payment, causes of action and any provisions which by their terms are intended to survive termination, shall survive termination of this Agreement.

5.3. Upon the termination of this Agreement for any reason, Affiliate shall immediately stop use of and remove from the Affiliate Site, all links to the DHC Site and DHC Intellectual Property, and any other materials provided by or on behalf of DHC to Affiliate pursuant to this Agreement or any Engagement.

6. Representations.

6.1. Each party represents to the other that (a) it has the authority to enter into this Agreement and sufficient rights to grant any licenses granted hereby, and (b) any material which is provided to the other party and displayed on the other party's site will not (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation; (iii) be defamatory or libelous; (iv) be lewd, pornographic or obscene; (v) violate any laws regarding unfair competition, anti-discrimination or false advertising; (vi) promote violence or contain hate speech; or (vii) contain viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines.

6.2. Affiliate further represents and warrants that Affiliate is not organized under the laws of the State of New York and/or does not reside in the State of New York or otherwise have nexus with the State of New York for tax purposes.

6.3. EXCEPT FOR THE ABOVE REPRESENTATIONS NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Cross-Indemnification.

7.1. Each party hereby agrees to indemnify, defend and hold harmless the other party and its affiliates, directors, officers, employees and agents, from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) brought by a third party, arising out of a breach, or alleged breach, of any of its representations or obligations herein. The party seeking indemnification shall provide the indemnifying party with prompt written notice of any such claims, reasonable cooperation in the defense of any such claims, and the right to defend and/or settle any such claims provided that no such settlement imposes any liability on the indemnified party.

8. LinkShare Required Provisions.

8.1. DHC and Affiliate jointly and severally hereby agree to indemnify, defend, and hold harmless The LinkShare Network™ and LinkShare Corporation and its affiliates, officers, directors, employees and agents (collectively, "LinkShare") from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any Offer, Engagement, any other matter related to this Agreement or the subject matter hereof any dispute relating thereto.

8.2. The parties agree that LinkShare may rely on any data, notice, instruction or request furnished to LinkShare by either party which is reasonably believed by LinkShare to be genuine and to have been sent or presented by a person reasonably believed by LinkShare to be authorized to act on behalf of one of the parties. In the event of any dispute between the parties, the parties agree that to the extent the parties contact and involve LinkShare, LinkShare may consult with and use counsel of its own choice in connection with such dispute and the reasonable fees and disbursements of LinkShare's counsel shall be within the costs and disbursements covered by the indemnity specified in Section 8.1 above.

8.3. The parties acknowledge and agree that this Agreement and the Engagements are only made possible due to LinkShare.

9. Limitation of Liability.

9.1. In no event shall either party be liable to the other party for any indirect, special, exemplary, consequential or incidental damages, even if informed of the possibility of such damages. DHC's total cumulative liability for direct damages hereunder and under the Engagements shall not in any event exceed the commissions paid to Affiliate during the 12 months immediately preceding the date on which the alleged liability arose.

9.2. The parties agree that The LinkShare Network™ and LinkShare Corporation and its affiliates, officers, directors, employees and agents shall not be liable to either party for any direct, indirect, special, exemplary, consequential or incidental damages, even if informed of the possibility of such damages.

10. General.

10.1. Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect.

10.2. The parties agree that The LinkShare Network™ and LinkShare Corporation are intended third party beneficiaries under this Agreement.

10.3. This Agreement has been made in and shall be construed and enforced in accordance with the laws of the State of California, without regard to its conflicts of law provisions. Any action to enforce this Agreement shall be brought solely and exclusively in the federal or state courts located in the City and County of San Francisco, California. If you need to send official correspondence, send it via registered mail or nationally recognized overnight carrier (i.e. Federal Express, UPS) to DHC's headquarters to the attention of DHC's legal department.

10.4. This Agreement may be agreed to in more than one counterpart, each of which together shall form one and the same instrument. The parties agree that execution may be achieved in any format convenient to the parties.

10.5. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

10.6. This Agreement represents the entire agreement between the parties and supersedes any and all prior oral and written negotiations and agreements between them with respect to its subject matter. This Agreement can only be modified or amended through a written instrument prepared by DHC and accepted by Affiliate.

In Witness whereof, the parties authorized representatives have executed this Affiliate Agreement as of the date of the last signature set forth below.

MERCHANT

AFFILIATE

Signature

Signature

Print name and title

Print name and title

Date

Date