

www.1stluau.com
www.coconutgreetings.com
by Paradise Multimedia, Inc.

10492 Grandview Drive
Kirtland, Ohio 44094
Toll Free Phone: (888) 441-5828
Fax: (440) 256-2259
e-mail: sales@1stluau.com
sales@CoconutGreetings.com

1stluau.com Affiliate Program Application
brought to you by Paradise Multimedia, Inc.

Date _____

Your Name _____

Company Name _____
[Legal name plus DBA if applicable]

Checks should be made payable to _____

Address _____

City _____

State _____ Zip _____

Length Business at Present Address _____

Corporations are exempt from 1099, please enter your Tax ID # _____

If your company is not a corporation and your commissions exceed \$600, you will receive a 1099 at the end of the year.

You are required to submit a W9 Form.

Social Security # _____

Sex Male _____ Female _____

Position in the company _____

Business Phone _____

Business Fax _____

Email _____

Web site _____

[Please describe your web site]

Please describe other means by which you plan to generate sales

Once you are approved for our program, use the Required URL code we supply to generate links from your site to ours. We may offer you a variety of links and link types. Use your creativity and your knowledge of the people who come to your site to choose the types of links that will be most appealing and most likely to invite clicks. The more your links lead to sales on our site, the more money your site will earn. You may choose to use one or many of the links we provide, or you may create your own links. However, we will need to authorize any links that you create independently.

Guidelines For Approval

We encourage all interested sites to apply to our program. However, before you can participate in our program, we will need to approve your site if you will be using one for sales. Mainly we look for sites that are aesthetically pleasing and do not display content that may be deemed pornographic or offensive.

These are only general guidelines, and we reserve the right to make exceptions. Please note that if you fail to meet the terms of our agreement we may remove you at any time.

I hereby certify that the information provided in this Application made by me is correct. I agree to allow you to review my application, and, to that purpose, I have electronically delivered to you my signature by hitting the Submit Application button below. I understand that submission of this information does not insure my acceptance into the affiliate program.

By signing here you agree to the terms of our agreement listed below.

In Witness whereof, the parties authorized representatives have executed this Master Agreement to the Paradise Multimedia Inc. Affiliate Program as of the date of the last signature set forth below.

MERCHANT PARTNER

Signature Signature

Print name and title Print name and title

Date Date

Company Name (& DBA if applicable)

Company Address

Company Address Continued

Tax ID

Social Security Number

Please complete and return via fax to 440-256-2259 or mail to:
Paradise Multimedia
10492 Grandview Drive
Kirtland, OH 44094
Attention: Affiliate Director

By submitting your application, you agree with the following:

This Master Agreement ("Agreement") is made between [Paradise Multimedia, Inc. (owner and operator of 1stluau.com and Coconutgreetings.com ("Merchant")) and [Your Company] ("Partner").

BACKGROUND Partner and Merchant each desire to establish the general terms and conditions which shall govern advertising and commission arrangements between Partner and Merchant which result from their participation in Paradise Multimedia, Inc. Affiliate Program.

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

1. Partner's Responsibilities. 1.1. Partner will link its site to areas within Merchant's site using special URLs specified in the Engagement (the "Required URLs"). Partner may post as many links to the Required URLs and the rest of Merchant's site as it likes on Partner's site. The position, prominence and nature of links on the Partner's site shall comply with any requirements specified in the Engagement, but otherwise will be in the discretion of Partner. 1.2. Partner agrees not to make any representations, warranties or other statements concerning Merchant, Merchant's site, any of Merchant's products or services, or Merchant's site policies, except as expressly authorized by the Engagement. 1.3. Partner is responsible for notifying Merchant of any malfunctioning of the Required URLs or other problems with Partner's participation in the Engagement. Merchant will respond promptly to all concerns upon notification by Partner.

2. Commissions. 2.1. Merchant agrees to pay Partner the commission specified in the Engagement if Merchant sells to a visitor to Merchant's site (a "Customer") a product or service that is the subject of the Engagement and if that Customer has accessed Merchant's site and purchased the product or service via a Qualifying Link. Purchases may be entered by Partner through this link for phone orders received by them. 2.2. A "Qualifying Link" is a link from Partner's site to Merchant's using one of the Required URLs or any other URL provided by Merchant for use in The Affiliate Program if it is the last link to the Merchant's 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 Merchant's site via a link from the Partner's site and terminating when the Customer either returns to the Merchant's site via a link from a site other than Partner's site or the Engagement expires or is terminated. 2.3. Merchant shall have the sole right and responsibility for processing all orders made by Customers. Partner acknowledges that all agreements relating to sales to Customers shall be between Merchant and the Customer. 2.4. All determinations of Qualifying Links and whether a commission is payable will be made by Paradise Multimedia, Inc. and will be final and binding on both Merchant and Partner. Prices for the products will be set solely by Merchant in its discretion. Commissions are for product and service sales only, not shipping charges. Orders that are returned, rejected or mis-shipped by Merchant's freight service, will be deemed void and no commissions will result. Regarding painted media provided by CoconutGreetings.com or PaintedCoconut.com, orders that are returned, rejected or mis-shipped by Merchant's freight service, will be deemed void and no commissions will result. Orders that contain wrong information conveyed by Partner (i.e. spelling errors, shipping address errors), will also be void. Partner agrees to reimburse Merchant for all related costs involved, including but not limited to, shipping, product cost, labor costs, legal fees.

3. Ownership and Licenses. 3.1. 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.

3.2. Merchant grants Partner a revocable, non-exclusive, worldwide license to use, reproduce and transmit the name, logos, trademarks, service marks, trade dress and proprietary technology, as designated in the Engagement or during the registration process in The Affiliate Program, on Partner's

site solely for the purpose of creating links from Partner's site to Merchant's site during Engagements. Except as expressly set forth in this Agreement or permitted by applicable law, Partner may not copy, distribute, modify, reverse engineer, or create derivative works from the same. Partner may not sublicense, assign or transfer any such licenses for the use of the same, and any attempt at such sublicense, assignment or transfer is void. 3.3. Partner grants Merchant a non-exclusive, worldwide, royalty-free license to use, reproduce and transmit any graphic or banner ad submitted by Partner solely for co-branding purposes or as a return link from Merchant's site to Partner's site. Merchant will remove such graphic or banner ad upon Partner's request. 3.4 Confidentiality agreement All work done for Paradise Multimedia, Inc. will be held strictly confidential. Any and all information will not be furnished to the public or outside parties without prior consent by Paradise Multimedia, Inc.. 3.5 Non Compete Partner agrees not to divert any business opportunities from the Merchant to yourself or to any other person or business entity while part of this agreement and/or engagement. You also agree that, for a period of one year following termination of this agreement, all clients and customers to which Merchant sold products and/or services to shall be considered Merchant clients and that you will not pursue or provide any products or services similar to what Merchant provides to those clients without written permission from Merchant. In the event that you violate this provision, you agree to pay Merchant 50% of your first year billings to Company's clients.

4. Termination. 4.1. Either party may terminate any Engagement at any time by deleting their acceptance of the Engagement through The Affiliate Program. Termination of an Engagement shall not terminate this Agreement or any other Engagement. 4.2. Either party may terminate this Agreement at any time, for any reason, provided that they provide at least five day's prior written notice of such termination to the other party. 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. Representations. 5.1. 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, antidiscrimination 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. 5.2. 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.

6. Cross-Indemnification. 6.1. 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.

7. Paradise Multimedia, Inc. Required Provisions. 7.1. Merchant and Partner jointly and severally hereby agree to indemnify, defend, and hold harmless Paradise Multimedia, Inc. and its affiliates, officers, directors, employees and agents (collectively, "Paradise Multimedia, Inc.") 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. MASTER AGREEMENT Paradise

Multimedia, Inc. Affiliate Program Page Three 7.2. The parties agree that Paradise Multimedia, Inc. may rely on any data, notice, instruction or request furnished to Paradise Multimedia, Inc. by either party which is reasonably believed by Paradise Multimedia, Inc. to be genuine and to have been sent or presented by a person reasonably believed by Paradise Multimedia, Inc. 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 Paradise Multimedia, Inc., Paradise Multimedia, Inc. may consult with and use counsel of its own choice in connection with such dispute and the reasonable fees and disbursements of Paradise Multimedia, Inc.'s counsel shall be within the costs and disbursements covered by the indemnity specified in Section 6.1 above. 7.3. Merchant and Partner acknowledge and agree that the nature of the Product is such that in its normal operation it may access and download elements of software data from resources which are external to the computer or device running the Product, such as Product enabled servers. Merchant and Partner acknowledge that Paradise Multimedia, Inc. has not undertaken to provide such external resources or servers and specifically disclaims any representation or warranty as the availability, quality or performance of such resources or whether they may contain any defects which may affect the performance of the Product or Merchant or Partner's computer. Paradise Multimedia, Inc. shall not be responsible for provision of any communications facilities or the costs associated with such communications.

8. Limitation of Liability. 8.1. In no event shall either party be liable to the other party for any direct, indirect, special, exemplary, consequential or incidental damages, even if informed of the possibility of such damages. 8.2. The parties agree that Paradise Multimedia, Inc. 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.

9. General. 9.1. Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect. 9.2. This Agreement has been made in and shall be construed and enforced in accordance with the laws of the state of Merchant's headquarters. Any action to enforce this Agreement shall be brought in the federal or state courts located in that state. If you need to send official correspondence, send it via registered mail to Merchant's headquarters to the attention of Merchant's legal department. 9.3. 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. 9.4. 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. 9.5 Merchant may change commission rates, product prices or promotions at any time.