

Aloha Drapery Affiliate Agreement

This Aloha Drapery Affiliate Agreement sets forth the terms and conditions regarding your application to participate in the Aloha Drapery Affiliate Program, and if accepted, the establishment of a link from your website to our website, www.alohadrapery.com, and your participation as an affiliate of Aloha Drapery in the Aloha Drapery Affiliate Program.

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE ALOHA DRAPERY AFFILIATE PROGRAM, YOU ARE CONFIRMING THAT YOU HAVE READ AND ACCEPTED THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS IT MAY BE AMENDED FROM TIME TO TIME.

1. Definitions.

“Agreement” means this Aloha Drapery Affiliate Agreement and the schedules and policies referred to herein and which are hereby incorporated by reference as an integral part of this Aloha Drapery Affiliate Agreement, as may be amended from time to time.

“Aloha Drapery”, “we”, “our” or “us” means Kreative Kamaaina Enterprises, LLC dba Aloha Drapery.

“Affiliate”, “you”, or “your” means the individual or business entity identified on the application for participation in the Aloha Drapery Affiliate Program.

“Affiliate Email” means the email address provided by Affiliate on Affiliate’s application for participation in the Aloha Drapery Affiliate Program or as changed by Affiliate from time to time in accordance with this Agreement.

“Affiliate Link” means the affiliate tracking link provided by Aloha Drapery and displayed on the Affiliate Site which identifies Affiliate as a participant in the Aloha Drapery Affiliate Program and establishes a link from the Affiliate Site to the Aloha Drapery website.

“Affiliate Portal” means the secured online account set up by Affiliate and accessible through the Aloha Drapery website.

“Affiliate Site” means the Internet website identified as Affiliate’s website on Affiliate’s application for participation in the Aloha Drapery Affiliate Program.

“Aloha Drapery Products” means drapery and related products that are available for purchase through www.alohadrapery.com.

“Qualified Customer” means a customer with a shipping address located in a state listed on the Qualified State Schedule, the terms of which may be amended from time to time, referred to the Aloha Drapery website by Affiliate through the Affiliate Link.

2. Requirements for Participation.

2.1 Application. To apply to participate as an affiliate in the Aloha Drapery Affiliate Program, you must submit a completed application and agree to the terms of this Agreement. The application form can be found at: <https://www.alohadrapery.com/index.php?route=affiliate/register>. We will evaluate your application and will notify you of your acceptance or rejection in an email sent to the Affiliate Email. We may reject your application for any reason in our sole discretion. If your application is rejected, you may not reapply to the Aloha Drapery Affiliate Program utilizing the same domain name.

2.2 Multiple Affiliate Sites and Links Not Permitted. Each affiliate may only have one Internet website which displays an affiliate tracking link to the Aloha Drapery website, so if your application is accepted, you may only have one (1) Affiliate Site and one (1) Affiliate Link.

2.3 Eligibility Criteria. To become an affiliate and remain eligible for participation in the Aloha Drapery Affiliate Program, you must meet and maintain the following eligibility criteria:

- (a) Provide current and accurate information as requested by Aloha Drapery from time to time, including but not limited to tax identification number and contact information (including street address for payment of any Commission Fees);
- (b) If an individual, you must be 18 years old or older;
- (c) Ensure that there are sufficient funds available to cover any amount that is owed to us under this Agreement;
- (d) Comply with the Affiliate Site obligations set forth in Section 9, Affiliate Email obligations set forth in Section 4 and all other terms and conditions of this Agreement;
- (e) Accept the terms of this Agreement as modified from time to time; and
- (f) Provide and maintain a valid, working Affiliate Email for communication with Aloha Drapery.

3. Affiliate Link.

3.1 Affiliate Link Provided by Aloha Drapery. If your application is accepted, we will provide you with an affiliate tracking link to use as your Affiliate Link to participate in the Aloha Drapery Affiliate Program. The Affiliate Link will serve to identify you as a participant in the Aloha Drapery Affiliate Program and will establish a link from your website (called the Affiliate Site in this Agreement) to the Aloha Drapery website. By placing the Affiliate Link on the Affiliate Site you agree to follow all instructions from Aloha Drapery with regard to establishing, maintaining and using the Affiliate Link.

3.2 Display and Removal of Affiliate Link. You will display the Affiliate Link prominently on the Affiliate Site. You will not alter the Affiliate Link (or its content) in any way,

and you will immediately substitute the Affiliate Link with any new Affiliate Link that we may provide from time to time during the term of this Agreement. You will comply with our instructions for removing the Affiliate Link on a timely basis.

4. Affiliate Portal and Affiliate Email.

4.1 Affiliate Portal. If your application is accepted, you must create a password and username so you may access Aloha Drapery's Affiliate Portal. We will track purchases by Qualified Customers who access the Aloha Drapery website through the Affiliate Link and will make this information available to you through the Affiliate Portal. The Affiliate Portal will show Qualified Purchases, earned Commission Fees and any reductions in earned Commission Fees. Updates regarding the status of purchases and Commission Fees will be posted on the Affiliate Portal. Aloha Drapery is not obligated to notify Affiliate of any status updates.

4.2 Affiliate Email. It is the responsibility of Affiliate to ensure that the Affiliate Email is functioning properly (e.g., inbox is not full and is able to accept incoming messages, messages from Aloha Drapery are not blocked). It is the responsibility of Affiliate to provide Aloha Drapery with prior notice of any change to the Affiliate Email. Such notice shall be sent to the contact information listed for Aloha Drapery in the Affiliate Portal at least ten (10) business days in advance of any such change.

4.3 Communication with Aloha Drapery. Communication between Aloha Drapery and Affiliate will be primarily through the Affiliate Portal and the Affiliate Email. It is the responsibility of Affiliate to regularly check the Affiliate Portal and the Affiliate Email. You agree not to disclose the information contained in the Affiliate Portal and Affiliate Email to any third party without prior written consent from Aloha Drapery, subject also to the terms set forth in Section 17. Notices regarding modifications to this Agreement will be communicated to you through the Affiliate Email. You must accept the terms of such modifications before continuing to use the Affiliate Portal and participate in the Affiliate Program.

5. Product Orders.

Any customer who purchases Aloha Drapery Products through the Affiliate Link will be a customer of Aloha Drapery and not Affiliate with respect to such purchase. Accordingly, all of our rules, policies, and operating procedures concerning Aloha Drapery orders and Product sales will apply to those customers. We may change our policies and operating procedures in our sole discretion at any time. All aspects of order processing and fulfillment, including customer service, cancellation, processing, refunds and payment processing will be our responsibility. Aloha Drapery expressly reserves the right, in our sole discretion, to reject any order for Aloha Drapery Products placed by any customer who accesses our website using the Affiliate Link.

6. Qualified Purchases.

Subject to the terms and conditions of this Agreement, you will be paid a Commission Fee for each purchase that meets the following criteria (a "Qualified Purchase"):

- (a) The purchase must be made by a Qualified Customer as defined in Section 1. A PURCHASE THAT IS MADE BY A CUSTOMER WITH A SHIPPING ADDRESS NOT

LISTED ON THE QUALIFIED STATE SCHEDULE WILL NOT GENERATE A COMMISSION FEE EVEN IF THE CUSTOMER WAS REFERRED DIRECTLY FROM THE AFFILIATE SITE TO ALOHA DRAPERY USING THE AFFILIATE LINK.

(b) The Qualified Customer must provide valid payment for its purchase and such payment must not be subject to a refund, credit, cancellation, suspension or chargeback.

(c) The Qualified Customer must complete its purchase in a manner, which in our sole judgment, definitively establishes that the Qualified Customer was referred directly from the Affiliate Site to Aloha Drapery using the Affiliate Link. Any Aloha Drapery Product purchased after the customer has reentered the Aloha Drapery website other than through the Affiliate Link is not a Qualified Purchase and will not generate a Commission Fee, even if the customer previously accessed the Aloha Drapery website using the Affiliate Link.

(d) A purchase is not considered a Qualified Purchase if the Qualified Customer has been offered or received coupons, refunds, credits or discounts from Affiliate other than those authorized or provided by Aloha Drapery and will not generate a Commission Fee.

7. Commission Fees.

7.1 Commission Fees. Subject to the terms of this Agreement, Aloha Drapery will pay a commission fee for a Qualified Purchase calculated in accordance with the Commission Fee Schedule (“Commission Fee”), the terms of which may be amended from time to time.

7.2 Returns and Refunds. If, for any reason, a Qualified Customer returns an Aloha Drapery Product purchased in a Qualified Purchase or cancels a Qualified Purchase and a refund of payment made by such Qualified Customer is paid by Aloha Drapery, any Commission Fee paid for that Qualified Purchase will be reversed and deducted from your next monthly Commission Fee payment. If there is no subsequent Commission Fee payment, you will receive an invoice for the amount of the reversed Commission Fee which will be payable within thirty (30) days of the invoice date.

7.3 Withholding, Suspending, Reversing, Denying or Rejecting Commission Fees. Without limiting any other provisions of this Agreement, Aloha Drapery, in its sole discretion, reserves the right to withhold and/or reverse, deny or reject Commission Fees on the following grounds:

(a) Aloha Drapery may withhold initial Commission Fees for Affiliate for a reasonable period in order to ensure that Affiliate has complied with all of the terms of this Agreement.

(b) If, in Aloha Drapery’s sole judgment, one or more Qualified Customers that are referred by a specific Affiliate are determined to have an excessive product return rate.

(c) Aloha Drapery reserves the right to suspend, withhold indefinitely and/or reverse, deny or reject Commission Fees from purchases that are or may be fraudulent, as determined by Aloha Drapery in its sole discretion.

(d) Any breach or suspected breach of this Agreement by Affiliate or improper activity or suspected improper activity by Qualified Customer, as determined by Aloha Drapery in its sole discretion.

Aloha Drapery reserves the right to deduct from Affiliate's current and future Commission Fees any and all Commission Fees reversed, denied or rejected under this Section 7.3. Where no subsequent Commission Fee is due and owing, Aloha Drapery will send Affiliate an invoice for such reversed, denied or rejected Commission Fee which will be payable immediately. All determinations of Commission Fees will be made by Aloha Drapery and will be final and binding.

8. Payment Terms.

8.1 Payment of Commission Fees. We will pay Commission Fees on a monthly basis. Approximately sixty (60) days following the end of each calendar month, we will send you a check for the Commission Fees earned on Qualified Purchases for which full payment was received and cleared by Aloha Drapery during such calendar month. Checks will be made payable to Affiliate as identified in the application form and will be mailed only to Affiliate's street address. If the Commission Fees payable to you for any calendar month are less than \$50.00, Aloha Drapery will hold those Commission Fees until the total amount due is at least \$50.00 or until the Agreement is terminated.

8.2 Tax Forms and Payments. You are responsible for providing Aloha Drapery with accurate and complete tax and payment information that is necessary to pay the Commission Fee to you. Commission Fees will not be paid to you until you have provided all required tax and payment information. Each Affiliate is required to submit an IRS Form W-9. You are responsible for all taxes, including the Hawaii general excise tax and use tax and all other applicable state taxes, related to this Agreement and/or any Fee Commissions you receive under this Agreement. In compliance with U.S. tax laws, Aloha Drapery will issue an IRS Form 1099 to affiliates whose Commission Fees meet or exceed the applicable threshold.

8.3 Reissued Checks. Check payments will only be reissued within 120 days of original issue date in the case of a lost check or stop payment request. After 120 days, the payment will be voided. Check cancellation fees may be applied.

9. Affiliate's Obligations Regarding Affiliate Site.

9.1 Responsibility for Affiliate Site. You are solely responsible for the development, operation and maintenance of the Affiliate Site and for all materials that appear on the Affiliate Site. Your responsibilities with respect to the Affiliate Site include, but are not limited to, the technical operation of the Affiliate Site and all related equipment; the accuracy and propriety of materials posted on the Affiliate Site (including, but not limited to, all materials related to Aloha Drapery Products); and ensuring that materials posted on the Affiliate Site do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. Aloha Drapery disclaims all liability and responsibility for any matters relating to the Affiliate Site. Affiliate shall defend, indemnify and hold harmless Aloha Drapery and its members, managers, directors, officers, employees, shareholders, agents, attorneys, successors and assigns from and against any

and all Losses (as defined in Section 16) sustained by Aloha Drapery arising out of or relating to your operation of the Affiliate Site.

9.2 Compliance with Federal Advertising Laws. It is the intent of Aloha Drapery to fully comply with all Federal Trade Commission regulations related to advertising. As such, we require you to fully comply with these regulations, including without limitation, regulations requiring that material connections between advertisers and endorsers be disclosed. This means that directories, review/rating sites, blogs and other websites, email or collateral that purport to provide an endorsement or assessment of an advertiser (i.e., Aloha Drapery) must prominently disclose the fact that financial or in-kind compensation is provided from the advertiser. Accordingly, Affiliate shall display the following language in clear, readable font near the Affiliate Link on the Affiliate Site:

“As an affiliate participating in the Aloha Drapery Affiliate Program I earn commission from purchases made through this link.”

You are advised to seek and obtain your own legal advice on how these rules apply to the Affiliate Site or other promotional activities for which you receive compensation.

9.3 Publicity and Bulk Marketing. Except as expressly authorized in this Agreement, you will not create, publish or distribute, on the Affiliate Site, the Affiliate Email or otherwise, any written material that makes reference to Aloha Drapery without first submitting such material to us and receiving our written consent. You will not create, publish, transmit or distribute, under any circumstances, any bulk electronic mail message (also known as "SPAM") that makes reference to Aloha Drapery without prior written consent from Aloha Drapery for each and every day when any bulk mailing will occur. Aloha Drapery, in its sole discretion, reserves the right to reject each and every distribution of material that makes reference to Aloha Drapery.

9.4 Restrictions on Affiliate Site Content Regarding Aloha Drapery. No information or content regarding Aloha Drapery other than the Affiliate Link and the disclosure set forth in Section 9.2 may be displayed on the Affiliate Site unless expressly approved by us in writing in advance of any display and subject to the terms of such display as determined by us in our sole discretion. Without limiting the foregoing, you may not act as or present the Affiliate Site as a reseller of any Aloha Drapery Products and you are not allowed to post any unauthorized refunds, credits or discounts for Aloha Drapery Products. Affiliate may only use coupons and discounts that are provided exclusively through the Aloha Drapery Affiliate Program using the Affiliate Link.

9.5 No Objectionable Content. Affiliate will not include in the Affiliate Site any content or materials that are, in Aloha Drapery's sole judgment, unlawful, harmful, threatening, defamatory, obscene, harassing, racially, ethnically, or otherwise discriminatory or objectionable, or are in violation of the terms of this Agreement.

9.6 Prohibited Software. Without limiting any other provisions in this Section 9, Affiliate may not use in connection with the Affiliate Site or the Affiliate Email any software that violates any applicable federal, state or local laws, including without limitation, laws which

prohibit a person or company from installing, or causing to be installed, spyware on another person's computer.

9.7 Monitoring of Affiliate Site. Aloha Drapery has the right to monitor the Affiliate Site at any time to determine if you are following the terms and conditions of this Agreement. Aloha Drapery may, but is not obligated to, notify you of any changes to the Affiliate Site that we feel should be made.

10. Intellectual Property Licenses and Restrictions.

10.1 Grant of License to Affiliate. We grant you a non-exclusive, non-transferable, revocable license to (a) access the Aloha Drapery website through the Affiliate Link solely in accordance with this Agreement and (b) use the Aloha Drapery trademark (the "Aloha Drapery Trademark") solely in connection with the Affiliate Link for the sole purpose of referring customers to Aloha Drapery's website in accordance with this Agreement. You may not alter, modify or change the Aloha Drapery Trademark in any way, nor cause any confusion with respect to the Aloha Drapery Trademark, including without limitation, through use of any confusingly similar terms, nor otherwise cause any act or thing that would impair our rights in the Aloha Drapery Trademark. You are only entitled to use the Aloha Drapery Trademark to the extent that you are a participant in good standing in the Aloha Drapery Affiliate Program. You shall not make use of the Aloha Drapery Trademark for any purpose other than the Aloha Drapery Affiliate Program, including without limitation, to imply or assert that any relationship is intended or exists between Affiliate and Aloha Drapery other than through your participation in the Aloha Drapery Affiliate Program as set forth in this Agreement. We reserve all of our rights in the Aloha Drapery Trademark and of our other proprietary rights. You acknowledge that you do not, by virtue of this license or otherwise, acquire any ownership interest or rights in or to the Aloha Drapery Trademark or any of our other proprietary rights. We may revoke your license at any time. If not revoked, this license shall automatically terminate upon the termination of this Agreement. Your use of the Aloha Drapery Trademark and any other intellectual property rights of Aloha Drapery in any manner other than as expressly permitted hereunder, in addition to being a breach of this Agreement, shall constitute unlawful infringement of such rights and may subject you to claims for damages including attorneys' fees in connection with any action or proceeding in which we seek to enforce our rights under this Agreement or with regard to any of our intellectual property rights.

10.2 Grant of License to Aloha Drapery. Affiliate grants to Aloha Drapery, without charge, a non-exclusive, non-transferable, revocable license to utilize your names, titles, and logos, as the same may be amended from time to time (the "Affiliate Trademarks"), to advertise, market, promote and publicize in any manner the Affiliate Program and you; provided, however, that we shall not be required to so advertise, market, promote, or publicize the Affiliate Program, Affiliate or the Affiliate Trademarks. This license shall automatically terminate upon the termination of this Agreement.

11. Term and Termination.

11.1 Term; Termination. The term of this Agreement will begin upon approval by Aloha Drapery of Affiliate's application. Either party may terminate this Agreement at any time and for

any reason, with or without cause, by notifying the other party by email to the Affiliate Email or Aloha Drapery's contact email as listed in the Affiliate Portal, as applicable, provided, however, that Aloha Drapery reserves the right to terminate this Agreement and Affiliate's participation in the Aloha Drapery Affiliate Program immediately and without notice in the event of fraud or a breach of this Agreement by Affiliate. No termination of this Agreement will relieve either party from any liability for any breach of, or liability accruing under, this Agreement prior to termination.

11.2 Termination for Inactivity. Without limiting any other provision of this Agreement, this Agreement will automatically terminate without notice if the Affiliate Site does not have any click-throughs for ninety (90) consecutive days, and Aloha Drapery may terminate this Agreement if the Affiliate Site does not generate at least fifty (50) click-throughs or one (1) Qualified Purchase for thirty (30) consecutive days.

11.3 Final Payment of Commission Fees. Affiliate is only eligible to be paid Commission Fees on Qualified Purchases which are earned during the term of this Agreement. After termination of the Agreement, Aloha Drapery may withhold the final Commission Fee payment in our sole discretion in order to ensure that all Qualified Purchases and all payments from Qualified Customers are valid, or in the event that this Agreement is terminated in the event of fraud or a breach of this Agreement by Affiliate.

12. Modification.

Aloha Drapery may modify any of the terms and conditions contained in this Agreement, including the schedules and policies that are part of this Agreement, at any time in its sole discretion. Such modifications shall take effect when posted on the Aloha Drapery website. If any modification is unacceptable to you, your only recourse is to terminate this Agreement as provided in Section 11.1. You will be required to accept any Agreement modifications before re-entering the Affiliate Portal in order to continue participating in the Aloha Drapery Affiliate Program. Your continued participation in the Aloha Drapery Affiliate Program following our posting of the modified terms on the Aloha Drapery website will constitute binding acceptance of the Agreement as modified.

13. Disclaimers.

Aloha Drapery makes no warranties, express or implied, with respect to the Aloha Drapery Affiliate Program or any Aloha Drapery Products sold through the Aloha Drapery Affiliate Program, including, without limitation, any warranties of merchantability, non-infringement, and fitness for a particular purpose. Your use of the Affiliate Link, the Affiliate Portal and the Aloha Drapery website is at your own risk. The Aloha Drapery website, the Affiliate Portal and the Affiliate Link are provided on an "AS IS" and "AS AVAILABLE" basis, without any warranties of any kind, either express or implied. Aloha Drapery does not make any representations or warranties with respect to the completeness, security, reliability, quality, accuracy, or availability of the Affiliate Link, the Affiliate Portal or the Aloha Drapery website. Without limiting the foregoing, Aloha Drapery does not make any representations or warranties that the operation of the Aloha Drapery website, the Affiliate Portal or the Affiliate Link will be uninterrupted, accurate, reliable, error free, that defects will be corrected, that the Aloha Drapery website, the Affiliate

Portal and the Affiliate Link are free of viruses or other harmful components, or that the Aloha Drapery website, the Affiliate Portal and the Affiliate Link will otherwise meet your needs or expectations. With respect to the Aloha Drapery website, the Affiliate Portal and the Affiliate Link, and to the fullest extent provided by law, Aloha Drapery disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including without limitation, any warranties of merchantability, non-infringement, and fitness for a particular purpose.

14. Relationship of Parties.

Affiliate and Aloha Drapery are independent contractors, 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 misrepresent or embellish our relationship with you (including by expressing or implying that we support, sponsor, or endorse you) or express or imply any affiliation between us and you or any other person or entity except as expressly permitted by this Agreement. You will not make any statement, whether on the Affiliate Site or otherwise, that reasonably would be construed as being in conflict with this Section 14.

15. Limitation of Liability.

TO THE FULLEST EXTENT PROVIDED BY LAW, ALOHA DRAPERY SHALL HAVE NO LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATING TO AFFILIATE'S PARTICIPATION IN THE ALOHA DRAPERY AFFILIATE PROGRAM OR USE OF THE ALOHA DRAPERY WEBSITE, THE AFFILIATE PORTAL, THE AFFILIATE LINK OR ANY OTHER PROPERTY OR SERVICES PROVIDED BY ALOHA DRAPERY. IF ALOHA DRAPERY BREACHES ANY OBLIGATION UNDER THIS AGREEMENT, OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE ALOHA DRAPERY AFFILIATE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSION FEES PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

AFFILIATE WAIVES ALL CLAIMS, DIRECT OR INDIRECT, FOR LOST PROFITS OR CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ALOHA DRAPERY AFFILIATE PROGRAM, OF AFFILIATE'S USE OF THE ALOHA DRAPERY WEBSITE, THE AFFILIATE PORTAL, THE AFFILIATE LINK OR ANY OTHER PROPERTY OR SERVICES PROVIDED BY ALOHA DRAPERY.

Without limiting the foregoing, to the fullest extent provided by law, Aloha Drapery will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect the Affiliate Site or the Affiliate Email due to Affiliate's participation in the Aloha Drapery Affiliate Program.

It is entirely your responsibility to follow all applicable laws that pertain to you, the Affiliate Site and the Affiliate Email. To the fullest extent provided by law, we will not be liable in any way for your failure or alleged failure to comply with any applicable laws or your violations of any third

party rights. Affiliate shall defend, indemnify and hold harmless Aloha Drapery and its members, managers, directors, officers, employees, shareholders, agents, attorneys, successors and assigns from and against any and all Losses (as defined in Section 16) arising out of or relating to any such failure or alleged failure to comply with any applicable laws or your violation of any third party rights.

16. Indemnification.

Affiliate shall defend, indemnify and hold harmless Aloha Drapery and its members, managers, directors, officers, employees, shareholders, agents, attorneys, successors and assigns from and 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 relate to any actual or alleged breach of this Agreement by Affiliate or Affiliate's participation in the Aloha Drapery Affiliate Program.

17. Confidentiality.

All non-public information provided by Aloha Drapery in connection with this Agreement or the Aloha Drapery Affiliate Program is considered confidential information ("Confidential Information"). Affiliate (a) will maintain the Confidential Information in strict confidence, (b) will not disclose the Confidential Information to any third party, and (c) will not use the Confidential Information except for the sole purpose of performing its obligations under this Agreement.

18. Dispute Resolution.

18.1 Binding Arbitration. Affiliate and Aloha Drapery agree to settle any dispute or claim arising out of or relating to this Agreement by binding arbitration in Honolulu, Hawaii pursuant to the Hawaii Uniform Arbitration Act, Chapter 658A of the Hawaii Revised Statutes, as amended. The arbitration will be conducted by Dispute Prevention & Resolution, Inc. ("DPR") in accordance with its arbitration rules and procedures (the "DPR Rules"). The DPR Rules are available at <https://dprhawaii.com/dpr-rules/> or by calling DPR at (808) 523-1234. The Federal Arbitration Act will govern substantive law to the extent not inconsistent with the arbitration provisions in this Agreement. In addition:

(a) The arbitrator(s) will have exclusive authority to resolve any dispute relating to arbitrability or enforceability of this arbitration provision.

(b) In order to make the arbitration hearing fair, expeditious and cost-effective, discovery by both parties shall be limited to requests for production of documents material to the claims or defenses in the arbitration. Limited depositions for use as evidence at the arbitration hearing may occur as authorized by the Hawaii Uniform Arbitration Act.

(c) All expenses of the arbitration, including the arbitrator's fee, will be shared equally by Affiliate and Aloha Drapery. Affiliate and Aloha Drapery each shall pay its own attorney and witness fees, provided that the arbitrator(s) may award attorneys' fees

and costs in an amount authorized by law to a party in having to defend against any claim or contention that the arbitrator determines was frivolous or wholly without merit.

(d) The arbitrator will be empowered to grant whatever relief would be available in court under law, subject to the terms, conditions and limitations of this Agreement.

(e) Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any federal or state court of competent jurisdiction located in Honolulu, Hawaii. BY AGREEING TO RESOLVE ALL DISPUTES THROUGH ARBITRATION, AFFILIATE AND ALOHA DRAPERY EACH AGREE TO UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY OR COURT.

18.2 Class Action Waiver. Affiliate agrees that any claims brought by Affiliate will be brought in Affiliate's individual capacity and will not be brought as a class action.

19. Miscellaneous.

19.1 Independent Investigation. Affiliate confirms to Aloha Drapery that Affiliate has independently evaluated the desirability of participating in the Aloha Drapery Affiliate Program and understands the terms and conditions of this Agreement and Affiliate's obligations hereunder.

19.2 Assignment. The rights granted to Affiliate under this Agreement are not assignable or transferable, in whole or in part. Any attempt by Affiliate to assign or otherwise transfer this Agreement or any rights hereunder without the consent of Aloha Drapery shall be void and of no force and effect. Aloha Drapery may assign this Agreement without the consent of Affiliate.

19.3 Waiver. No delay or omission by Aloha Drapery to exercise any right or power under this Agreement shall impair any such right or power or be construed to be a waiver thereof. Any waiver by Aloha Drapery of any covenant or condition to be performed by Affiliate or any breach thereof shall be in writing and shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant or condition in this Agreement.

19.4 Severability. If any provision or portion of a provision of this Agreement is determined to be invalid or otherwise unenforceable, all remaining provisions and portions of provisions shall continue in full force and effect. It shall be conclusively presumed that the parties would have entered into the remainder of this Agreement without such invalid provision.

19.5 Survival. Upon termination of this Agreement, the rights and obligations of the parties under Sections 3, 11, 15, 16, 17, 18 and 19 will survive the termination of this Agreement.

19.6 Governing Law. This Agreement is governed by the laws of the State of Hawaii without regard to its conflict of laws principles.

19.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. In entering into this Agreement, neither party has relied on any statement,

representation, warranty or agreement of the other party except for those expressly contained in this Agreement.

19.8 Headings. The headings of sections in this Agreement are for convenience only and will not affect their meaning or interpretation.