

SPA LOYALTY PROGRAM AGREEMENT

Moroccanoil Canada Inc., (“**Moroccanoil**”) produces and distributes hair care and skincare products (“**Products**”). Moroccanoil wants to promote and develop the marketing and sales of the Products and wishes to appoint authorized retailers for the Products. **MARITIME BEAUTY SUPPLY CO. LTD** (“**Distributor**”) wishes to nominate the Spa identified below (“**Spa**”) to be accepted in the Moroccanoil Spa Loyalty Program (“**Program**”). Although not a party to this Agreement, Moroccanoil is hereby acknowledged by the parties as a third party beneficiary hereunder, pursuant to which it is entitled to the benefit of certain provisions contained herein. Distributor and Spa agree with each other as follows:

Moroccanoil is introducing its Spa Loyalty Program. Spas that are selected and nominated by Distributor, that are approved by Moroccanoil, and that comply with Moroccanoil Spa requirements (“**Requirements**”), will qualify to participate in the Program and will be rewarded by being able to obtain certain Moroccanoil benefits (“**Benefits**”), at Moroccanoil’s discretion. All details of the Program, including its Requirements, its timing and duration, the amount of Products that a Spa must purchase to qualify, and the amount or type of Benefits that a Spa may acquire, will be set by Moroccanoil acting within its sole discretion. The entire Program or any part of it may be changed or cancelled by Moroccanoil for all or any Spa participants at any time and at Moroccanoil’s sole discretion.

As a Benefit under the Program, Spa may be eligible to receive Moroccanoil-branded furniture (“**Furniture**”) provided by Moroccanoil to showcase the Products in the Spa. **Such Furniture is and shall remain the property of Moroccanoil and not the property of Spa and is to be used only to hold Moroccanoil Products in the way indicated by Moroccanoil and not for any other use. During the term of this contract, the Furniture shall remain the sole property of Moroccanoil, and upon termination of the agreement for any reason, Moroccanoil may claim the Furniture back from the Spa without further notification and without Moroccanoil having to pay any consideration for it.** Spa agrees that the Furniture is provided to the Spa on a loan basis and for no other consideration than the proper use of the Furniture while it is in the premises of the Spa. Using the Furniture in other way or for any other purpose than the stated herein may result in Moroccanoil claiming the Furniture back from the Spa in the terms described herein, and may also result in the termination of this agreement.

In addition, Spa undertakes not to use or sell any competing argan oil-based products in the premises of the Spa. This and all other Requirements of the Program, are a continuous obligation of the Spa to qualify and remain a participant in the Program and to receive any Benefits in connection with the Program. Spa understands that the Spa may lose all Benefits related to the Program if at any time after joining the Program the Spa stops complying with the any of the Requirements herein described, or that may be imposed by Moroccanoil in the future at its sole discretion.

Spa agrees that all Products delivered to a Spa in the Program are delivered in reliance on Spa’s continuing representation to Moroccanoil that all Products ordered or obtained are solely for Spa use and resale. Any other use or resale is prohibited and will be considered “DIVERSION”. If Spa intends that any Products it orders or obtains are for any purpose other than Spa use and resale, Spa must notify both Distributor and Moroccanoil of that different purpose in a signed writing mailed separately to each. If Spa’s intention changes and it fails to inform Distributor and Moroccanoil of that fact, or if a Spa provides any false, misleading or incorrect information in order to qualify for the Program or to obtain any Benefits under the Program that in truth Spa should not obtain, Spa is committing fraud which is punishable as a crime under federal and state penal law and under civil law. Spa agrees that fraud and diversion deprives Moroccanoil of money and damages Moroccanoil’s contractual and economic relations with its Distributors and customers, and that the damages occur in Montreal, province of Quebec, its principal place of business. Like diversion, submission of false, misleading or incorrect information for the Program can result in termination and the Spa being subject to civil lawsuit.

Spa agrees that any suit or arbitration concerning the Program shall be in Montreal, province of Quebec and it consents to the exclusive personal jurisdiction of the courts in Montreal, province of Quebec for all matters arising out of or related to the Program, in which litigation the governing law shall be the laws of the Province of Quebec and the federal laws of Canada applicable therein. In any arbitration or litigation arising from or related to the Program, the prevailing party shall recover its reasonable attorneys’ fees and expenses. Spa shall take appropriate steps to ensure that each of its employees and independent contractors are aware of the requirements of this Program. Spa waives any defense based upon the assertion or evidence that its employee(s), representative(s), or agent(s) did not know the requirements of this Program.

Either Spa or Distributor may terminate its participation in the Program immediately by giving written notice: (1) in the case of any breach hereunder, either Salon or Distributor may terminate effective immediately upon the delivery of a written notice; (2) notwithstanding the lack of any breach of the Agreement, either Salon or Distributor may terminate this Agreement upon thirty (30) days written notice. Additionally, Distributor may terminate this Spa Loyalty Program Agreement at its entire discretion if Spa commits any type of fraud or diversion or breaches any term of this agreement, without any possibility for Spa to claim any damages as a result of such termination or any opportunity for Spa to cure any deficiency.

Upon termination, (1) Moroccanoil shall have the right to repurchase any Products sold to Spa by Moroccanoil or its Distributor that remain in Spa’s inventory and (2) Moroccanoil shall have the right to immediately take back any Benefits and/or Furniture from the premises of the Spa, if applicable, without Moroccanoil having to pay any consideration. The purchase price for any of Spa’s Product inventory shall be the lowest price Spa paid for those Products. Spa waives any claim for lost profits arising from the termination of this Program. Any right or duty under the Program is not assignable by Spa.

Acknowledged and Agreed

MARITIME BEAUTY SUPPLY CO.

By: * _____
Title: * _____
Date: * _____

Spa Name: * _____
Spa Address: * _____
City and P.C. * _____
Telephone: _____
E-Mail: _____
Name (Printed): * _____
Signature: * _____
Establishment License Number: _____