

Difiaba® professional products. (Difiaba) distributes and sells high-quality lines of hair care, ("Product"). The Product is designed and intended for sale only in professional salons for use in those salons and resale to salon clients. The undersigned salon ("Salon") wishes to purchase Product from Difiaba and Difiaba is willing to sell Product to Salon provided that Salon agrees to the terms and conditions set forth herein.

The undersigned salon or authorized professional products resale partner ("You" or "Salon") wishes to purchase Products from Difiaba and Difiaba agrees to sell reasonable quantities of the Professional Beauty Products to you in consideration of your promises and subject to the terms and conditions set forth below:

1. All professional use Product, all Product labeled "for professional use only," and "not for retail sale" or with similar language, shall not be sold by Salon to anyone under any circumstances, but may be used only by Salon on its premises in connection with providing services to salon customers.
2. Salon will not remove, obliterate, or tamper with the batch codes, tracking codes, serial number or other codes applied to any Product, or relabel any Product. In the event Difiaba codes Product sold to Salon, Salon will not remove, obliterate, or tamper with such codes.
3. Salon will not resell Product to persons or entities purchasing Product in bulk and will not resell Product to any diverter or redistributors of products or to any other person or entity reasonably believed to be purchasing Product for subsequent resale ("Unauthorized Resellers"). Salon will report immediately to Difiaba any person who attempts to buy Product for any purpose other than their personal use in quantities meeting their home consumption needs, and further agrees to assist Difiaba in the detection and reporting of sales of Product by Unauthorized Resellers. Salon will maintain records of all sales of Product for three (3) years and will make such records available to Difiaba.
4. Any sale or suspected sale of Product contrary to this Agreement will result in the immediate suspension of Product sales to Salon, and Salon shall not be entitled to compensation, reimbursement or damages of any kind as a result of the suspension of sales to Salon, including but not limited to damages based on loss of prospective sales, lost profits on anticipated sales, losses based on expenditures, investments, leases or commitments made in connection with the business, loss of goodwill or any other reason.
5. Salon acknowledges that the diversion of Product to non-salon outlets damages Difiaba's reputation and goodwill with customers and damages Difiaba's business relations with distributors and salon customers. Because actual damages to Difiaba's business relationships, goodwill and reputation are difficult to measure, Salon agrees to pay Difiaba \$100 per Product item sold by Salon in violation of this Agreement. In addition, Salon hereby agrees that Difiaba shall be entitled to the following in the event Salon violates this Agreement: (i) an injunction against Salon prohibiting Salon's violation of this Agreement; (ii) Salon shall reimburse Difiaba all costs associated with the repurchase of Product sold or transferred by Salon in violation of this Agreement; and (iii) Salon may be identified in public

announcements as involved, directly or indirectly, in diversion of Difiaba Product. For purposes of this Agreement and all applicable laws, the parties agree that the liquidated damages have been stipulated to by the parties and are fair and reasonable compensation for any violation of the terms and conditions of this Agreement.

6. Salon will take all appropriate action to ensure that each employee and each professional hairdresser or colorist working on Salon's premises is aware of Salon's obligations under this Agreement and to secure their compliance herewith.

7. All Product purchased by Salon from Difiaba, or its distributors will be sold only on Salon's premises to legitimate Salon customers in such reasonable quantities as those clients may purchase for personal home maintenance use. Salon will not sell, supply, or otherwise distribute Product to any person or entity other than a consumer purchasing Product for her/his personal use or for the use of the consumer's family members. The parties understand and acknowledge that this Agreement applies to all lines of Product which Salon currently purchases from Difiaba and/or which Salon may purchase from Difiaba in the future. This Agreement shall be effective for the entire term in which Salon shall sell, supply and/or distribute Product.

8. Either Salon or Difiaba may terminate this Agreement with respect to future purchases immediately upon written notice. This Agreement is intended to benefit Difiaba and each of Difiaba's distributors, and each shall have the right to enforce this Agreement against Salon. The parties acknowledge that this Agreement does not create a franchise between any party hereto. In the event of the termination of this Agreement, Salon waives any claim for damages and Difiaba shall have the right to repurchase any Product sold to Salon by Difiaba, at Salon's cost. In the event a dispute arises between Difiaba and/or the any manufacturer from whom Difiaba distributes Product and Salon, the parties' consent to the jurisdiction of the State of Florida. The prevailing party in any such dispute shall be entitled to recover reasonable attorney's fees and costs (including expert witness fees) from the other party.