

Infinity Salon Contract

Introduction

This Outsourcing Agreement (the "Agreement") is entered into as of November 8, 2023, (the "Effective Date") by and between:

Infinity Salon, a Republic of the Philippines corporation, having its principal place of business at Lacson Street Bacolod City (referred to as the "Client"), and

Entice Salon Product Trading, a Republic of the Philippines corporation, having its principal place of business at Bacolod City Negros Occidental (referred to as the "Supplier").

Collectively referred to as the "Parties."

Background

WHEREAS, the Client is engaged in the business of Manicure, Pedicure, Nail Extension, Hair Cut, and Hair Coloring;

WHEREAS, the Supplier is a reputable supplier specializing in the manufacturing and supply of high-quality equipment and products;

WHEREAS, the Client desires to outsource the supply of specific salon equipment and products;

WHEREAS, the Supplier represents that it has the necessary expertise, resources, and capabilities to fulfill the Client's requirements in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

Definitions

1. **"Agreement"**: Refers to this outsourcing contract entered into between the Client and the Supplier, including all its annexes, exhibits, and amendments.
2. **"Client"**: Refers to Infinity Salon, a company incorporated under the laws of the Republic of the Philippines, with its principal place of business at Lacson Street Bacolod City.
3. **"Supplier"**: Refers to Entice Salon Product Trading, a company incorporated under the laws of the Republic of the Philippines, with its principal place of business at Bacolod City, Negros Occidental.
4. **"Products"**: Refers to the beauty products and related equipment specified in the Scope of Work, to be supplied by the Supplier to the Client under this Agreement.
5. **"Scope of Work"**: Refers to the detailed description of the beauty products, quality standards, quantities.
6. **"Effective Date"**: Refers to the date on which this Agreement becomes legally binding and effective, as specified in the introductory clause of this Agreement.

7. **"Intellectual Property Rights"**: Refers to all patents, copyrights, trademarks, trade secrets, and other intellectual property rights, whether registered or unregistered, and all applications, renewals, extensions, and restorations thereof.
8. **"Confidential Information"**: Refers to any non-public information, including but not limited to trade secrets, business plans, customer lists, and financial data, disclosed by one party to the other under this Agreement, whether orally or in writing, that is not generally known to the public and is designated as confidential or proprietary.
9. **"Force Majeure"**: Refers to any event beyond the reasonable control of a party, including but not limited to acts of nature, war, terrorism, strikes, labor disputes, governmental actions, and other unforeseeable circumstances, that prevent the party from performing its obligations under this Agreement.
10. **"PDRCI"**: Refers to the Philippine Dispute Resolution Center, Inc., a recognized arbitration institution in the Philippines, where applicable, for the resolution of disputes as per the Dispute Resolution section of this Agreement.

Scope of Work

1. **Cutting-Edge Beauty Services**: At the heart of Infinity Salon's offerings is a spectrum of cutting-edge beauty services designed to cater to your unique needs. Our team of skilled professionals specializes in the latest trends, ensuring that you receive top-tier services in haircare, skincare, nail care, and specialized beauty treatments.
2. **Personalized Beauty Solutions**: Infinity Salon prides itself on providing personalized beauty solutions tailored to your individual preferences and style. From consultations to the execution of services, our team is dedicated to understanding and fulfilling your specific beauty aspirations, ensuring a customized and satisfying experience.
3. **Premium Products and Techniques**: We exclusively employ premium products and state-of-the-art techniques to elevate your salon experience. With a commitment to quality and safety, Infinity Salon ensures that every product used meets the highest industry standards, delivering results that not only meet but exceed expectations.
4. **Relaxing and Invigorating Atmosphere**: Step into an atmosphere of tranquility and sophistication at Infinity Salon. Our salon space is meticulously designed to provide a relaxing and invigorating ambiance, creating the perfect environment for you to unwind and rejuvenate.
5. **Commitment to Excellence**: Infinity Salon is driven by an unwavering commitment to excellence. Our team undergoes continuous training to stay abreast of industry trends, guaranteeing that you receive services that are not only contemporary but also reflect the pinnacle of skill and craftsmanship.
6. **Seamless and Enjoyable Experience**: As your beauty partner, we are dedicated to providing a seamless and enjoyable experience at every touchpoint. From scheduling appointments to the completion of services, Infinity Salon is committed to ensuring that your journey with us is nothing short of extraordinary.

7. **Ongoing Beauty Maintenance Programs:** Infinity Salon offers comprehensive ongoing beauty maintenance programs, allowing you to sustain the allure of your salon experience. Our commitment extends beyond a single visit, providing you with the tools and services needed to maintain your desired look over time. In choosing Infinity Salon, you are not just selecting a salon; you are investing in a holistic beauty experience. We look forward to the opportunity to serve you and contribute to the realization of your beauty aspirations.

Price and Payment Terms

Key Aspects of Our Payment and Terms:

Payment Methods: We accept various payment methods, including credit/debit cards, electronic transfers, and cash. Please refer to our payment portal or contact our front desk for the list of accepted payment methods.

Service Rates: Our service rates are outlined in our comprehensive menu, available both at the salon and on our official website. Please review the menu for details on specific services and their associated costs.

Appointment Reservations: To secure your desired appointment slot, we may require a reservation fee. This fee is typically deductible from the total service cost and is non-refundable in case of cancellations within a specified period.

Cancellation Policy: We understand that plans may change. However, we kindly request that you provide a minimum notice period for cancellations to avoid any cancellation fees. Details regarding the cancellation policy are available on our website and at the salon.

Membership Programs: Explore our membership programs for exclusive benefits, discounts, and priority bookings. Terms and conditions for membership programs can be found on our website or by inquiring at the salon.

Gift Certificates: Share the gift of beauty with our gift certificates. These certificates are available for purchase and can be redeemed for any of our salon services. Terms and conditions for gift certificates are available upon request.

Service Packages: We offer service packages for a bundled and discounted experience. Details on available packages, their inclusions, and validity can be obtained from our front desk or through our website.

Terms and Conditions Acknowledgment: By engaging with Infinity Salon's services, you acknowledge that you have read, understood, and agree to abide by our payment and terms outlined above. Our team is available to answer any questions or provide clarifications regarding our payment and terms structure.

Quality Standards

Quality Assurance: At Infinity Salon, our commitment to excellence extends to every facet of our training program. We understand the significance of maintaining the highest standards in the delivery of our training services. Therefore, we have implemented a rigorous Quality Assurance Review Process to ensure the continuous improvement of our training initiatives. Quality Assurance Review Process Overview: Our Quality Assurance Review Process is a systematic and comprehensive evaluation mechanism designed to uphold the quality, relevance, and effectiveness of our training programs. This

process is integral to our commitment to providing a transformative learning experience for all participants.

Key Components of the Quality Assurance Review Process:

Curriculum Assessment: Regular evaluations of the training curriculum to ensure it aligns with industry standards and emerging trends.

Instructor Performance Evaluation: Ongoing assessment of instructor performance, encompassing teaching methodologies, engagement levels, and responsiveness to participant needs.

Participant Feedback Analysis: Soliciting and analyzing feedback from participants to gauge the effectiveness of the training sessions and identify areas for improvement.

Continuous Improvement Initiatives: Implementation of targeted improvement initiatives based on the outcomes of the quality assurance reviews, ensuring a dynamic and responsive training environment.

Our Commitment to Excellence:

Transparent Feedback Loop: We believe in transparency and open communication. The Quality Assurance Review Process incorporates a feedback loop that allows us to address concerns promptly and make real-time adjustments to enhance the training experience.

Adaptability and Innovation: The training landscape is ever-evolving, and so are our methods. We are committed to adapting to changes in the industry and continually innovating our training approach to stay ahead of the curve.

Continuous Enhancement for Exceptional Results: The Quality Assurance Review Process at Infinity Salon is not just a protocol; it is a commitment to delivering training experiences that exceed expectations. As we embark on this journey together, we invite you to be a part of a training program that is dedicated to continuous enhancement and unparalleled quality.

Delivery and Shipping

1. **Delivery Schedule:** The Supplier shall adhere to the delivery schedules specified in the purchase orders issued by the Client. The Supplier shall deliver the Products in accordance with the agreed-upon timelines and quantities. Any deviation from the delivery schedule must be communicated to the Client in writing as soon as possible, along with the reasons for the delay and the revised delivery date.
2. **Shipping Method:** The Supplier shall be responsible for arranging suitable shipping methods to ensure the safe and timely delivery of the Products to the Client's designated delivery location. The Supplier shall use reputable and reliable shipping carriers and methods agreed upon by both Parties.
3. **Packaging:** The Supplier shall ensure that all Products are securely packaged to prevent damage during transit. Packaging materials must comply with industry standards and eco-friendly practices. The packaging must be designed to withstand normal handling and transportation without causing damage to the Products.
4. **Shipping Documentation:** The Supplier shall provide the necessary shipping documentation, including but not limited to packing lists, invoices, bills of lading, and certificates of origin. All

shipping documents must accurately represent the contents of the shipment and comply with applicable customs regulations.

5. **Insurance:** The Supplier shall procure appropriate shipping insurance to cover the Products during transit. The insurance coverage should be sufficient to compensate for the full value of the Products in case of loss, damage, or theft during shipping. The Client may request proof of insurance coverage from the Supplier.
6. **Delivery Acceptance:** Upon receipt of the Products, the Client shall inspect the shipment within a reasonable period. If any discrepancies, damages, or defects are found, the Client shall promptly notify the Supplier in writing. The Supplier shall cooperate fully in investigating and resolving any delivery-related issues.
7. **Delivery Charges:** The Client shall be responsible for any delivery charges, customs duties, taxes, or other fees associated with the importation of the Products into the destination country, unless otherwise agreed upon in writing between the Parties.
8. **Risk of Loss:** The risk of loss or damage to the Products shall pass from the Supplier to the Client upon delivery and acceptance of the Products by the Client at the designated delivery location.

Intellectual Property Rights

1. **TERMINATION.** The Parties shall have the right to terminate this Agreement in accordance with the following terms and conditions:
 - a) Termination by Client with Notice. The Client may terminate this Agreement at any time prior to the Event by providing at least number of days' written notice to the Service Provider. Upon termination, the Client shall be entitled to a refund of all monies paid less the non-refundable deposit, if any, required under Section 6.
 - b) Termination by Service Provider with Notice. The Service Provider may terminate this Agreement at any time prior to the Event by providing at least 3 days' written notice to the Client. If the Service Provider terminates, it must provide a suitable replacement salon, subject to the Client's approval, which shall be obtained in writing. Alternatively, the Service Provider shall refund all monies previously paid by the Client, including the non-refundable deposit, if any, required under Section 6.
 - c) Termination by Either Party Without Notice. If either Party terminates this Agreement without adequate notice, as described above, for any extenuating circumstances, including, but limited to, illness, acts of nature, or for personal or business-related reasons, the terminating Party shall be subject to the following:
2. **INSPECTION OF SERVICES.** Any Compensation shall be subject to the Client inspecting the completed Services provided by the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.
3. **TIME IS OF THE ESSENCE.** The Service Provider acknowledges that time is of the essence in regard to the performance of all Services.
4. **MUTUAL INDEMNIFICATION.** Subject to the terms and conditions set forth in this Agreement, each Party shall indemnify, hold harmless, and defend the other Party and its managers, officers, directors,

employees, agents, affiliates, and permitted successors and assigns, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are brought on account of any injuries or damage, or loss, real or alleged, received or sustained by any person, persons, or property, arising out of the Services provided under this Agreement or by either Party's failure to perform or comply with any requirements of this Agreement, including, but not limited to, any claims for personal injury, property damage, infringement of copyright, patent, or other proprietary rights.

5. **CONFIDENTIALITY.** The Service Provider acknowledges and agrees that all of the Client's financial and accounting records, lists of property, including amounts paid, client and customer lists, and any other data and information related to the Client's business is confidential (the "Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, the Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with prior written consent from the Client.

a) Return of Documents. The Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

b) Injunction. The Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that should they breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client.

c) No Release. The Service Provider agrees that the termination of this Agreement shall not release them from the obligations in this Section.

6. **TAXES.** The Service Provider shall pay and be solely responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Service Provider here under. Any such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the Services are for the Service Provider's account, and the Service Provider hereby agrees to pay such taxes. Further, the Service Provider is solely responsible for holding of income taxes of the Service Provider's personnel, and the payment and with holding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits thereof.

7. **INDEPENDENT CONTRACTOR STATUS.** The Service Provider, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Service Provider or their employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Service Provider agrees and represents that:

a) The Service Provider has the right to perform Services for others during the term of this Agreement;

- b) The Service Provider has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed;
 - c) The Service Provider shall select the routes taken, starting and ending times, days of work, and the order in which work will be performed;
 - d) The Service Provider has the right to hire assistants as subcontractors or to use employees to provide the Services under this Agreement;
 - e) Neither the Service Provider nor the Service Provider's employees or personnel shall be required to wear any uniforms provided by the Client;
 - f) The Services required by this Agreement shall be performed by the Service Provider or the Service Provider's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Service Provider;
 - g) Neither the Service Provider nor the Service Provider's employees or personnel shall receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and
 - h) Neither the Service Provider nor the Service Provider's employees or personnel shall be required by the Client to devote full time to the performance of the Services required by this Agreement.
- 8. SAFETY.** The Service Provider shall be solely responsible for protecting its employees, sub-service providers, material suppliers, and all other persons from risk of death, injury, or bodily harm arising from or in any way related to the Services or the site where Services are being performed (the "Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. The Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.
- 9. ALCOHOL AND DRUGS.** The Service Provider agrees that the presence of alcohol and drugs is prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be using or in possession of alcohol or drugs, this Agreement shall terminate immediately.
- 10. SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.
- 11. DEFAULT.** In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, claims identified in Section 9, equitable relief under Section 10, and as otherwise permitted by this Agreement or by law.
- 12. NO WAIVER.** No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

13. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court administers that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the rules of the Philippine Dispute Resolution Center, Inc. (PDRCI) by one or more arbitrators appointed in accordance with the said rules. The place of arbitration shall be conducted online through Zoom. The language of the arbitration shall be English.

The Parties hereby submit to the exclusive jurisdiction of the courts of the Republic of the Philippines for the resolution of any disputes not subject to arbitration as per this Agreement. The Parties consent to the personal jurisdiction of such courts and waive any objection to the laying of venue in any such court in any legal action or proceeding.

Term of the Agreement

This Agreement shall commence on November 08, 2023 and shall remain in full force and effect for an initial term of two (2) weeks from the Effective Date, unless terminated earlier in accordance with the provisions herein.

Renewal or Extension:

Upon the expiration of the initial term, this Agreement may be renewed or extended for additional terms by mutual written agreement of the Parties. Any renewal or extension shall be agreed upon in writing by both the Client and the Supplier and shall specify the terms and conditions applicable during the renewed or extended period.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and meet the deliverables outlined in this SOW.

Signature

Print Name

Title

Date

PROVIDER, Inc.

Signature

Print Name

Title

Date