

## TECHNOLOGY SERVICES AGREEMENT

THIS TECHNOLOGY SERVICES AGREEMENT ("**Agreement**") constitutes a legal agreement between you, an individual ("**You**" and when used in the possessive form herein "**Your**") and SpaFoo, LLC a Louisiana limited liability company (the "**Company**").

The Company provides lead generation, referral and payment processing services to independent providers of spa services via an app-enabled platform. You desire access to the Technology Services (defined below), in order to obtain leads and referrals for requests for beauty, wellness, and styling services from authorized users of the Company's SpaFoo App (defined below) and the Company desires to provide You with these services on the terms and subject to the conditions set forth herein.

**IMPORTANT:** PLEASE NOTE THAT YOU MUST AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW IN ORDER TO USE THE TECHNOLOGY SERVICES. BY YOUR ELECTRONIC ACCEPTANCE OF THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, HAVE TAKEN THE TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT BUSINESS DECISION, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ALL POLICIES AND GUIDELINES OF THE COMPANY THAT ARE INCORPORATED HEREIN BY REFERENCE.

THE COMPANY RESERVES THE RIGHT TO MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OF ANY POLICIES OR GUIDELINES OF THE COMPANY THAT ARE INCORPORATED HEREIN BY REFERENCE, AT ANY TIME, IN ITS SOLE DISCRETION. SUCH MODIFICATIONS SHALL BE BINDING ON YOU ONLY UPON YOUR ACCEPTANCE OF THE MODIFIED AGREEMENT. ALL AMENDMENTS, MODIFICATIONS AND ADDITIONS TO THIS AGREEMENT AND POLICIES OR GUIDELINES OF THE COMPANY THAT ARE INCORPORATED HEREIN BY REFERENCE WILL BE EFFECTIVE WHEN THEY ARE POSTED TO THE NOTIFICATION CENTER IN THE SPAFOO APP AND THE WEBSITE (DEFINED BELOW). YOUR CONTINUED USE OF THE TECHNOLOGY SERVICES AND THE SPAFOO APP CONSTITUTE YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY ALL SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS AGREEMENT, DO NOT CONTINUE TO USE THE SPAFOO SERVICES.

1. Independent Provider Application. As a condition precedent to entering into this Agreement, the Company must have received and approved all information requested in connection with Your registration and application to be a SpaFoo independent provider ("**Independent Provider Application**") to use the Company's mobile application (the "**SpaFoo App**") and the website located at [www.spafoo.com](http://www.spafoo.com) (the "**Website**").

## 2. Technology Services.

(a) Technology Services. The Company owns certain proprietary technology, including the SpaFoo App, the Website, and associated software, payment, and support services (the "**Technology**"), which the Company uses to serve independent providers of beauty, wellness and styling services by identifying and locating prospective clients and processing payment for services (the "**Technology Services**"). Provided the Company has approved Your Independent Provider Application, and You have accepted this Agreement, the Company will provide You with access to and a license to use the Technology and the Technology Services for the purposes of providing Spa Services (defined below) to Users (defined below) on the terms and subject to the conditions of this Agreement. As used in this Agreement, "**Spa Services**" means those particular beauty, wellness and/or styling services that You have demonstrated to the Company that You are duly licensed, certified, qualified, and skilled to provide and for which the Company has specifically enabled You to provide to Users via the SpaFoo App. As used in this Agreement, "**User**" means an end-user of the SpaFoo App who is authorized to use the SpaFoo App for the purposes of obtaining on-demand beauty, wellness and styling services, including the Spa Services.

(b) Provider ID. Provided the Company has approved Your Independent Provider Application, and You have accepted this Agreement, the Company will issue to You a unique provider ID ("**Provider ID**") to enable You to access and use the SpaFoo App in accordance with this Agreement. Your Provider ID may be used only to access the Technology Services. You are solely responsible for maintaining the security of Your Provider ID. You may not disclose Your Provider ID to any third party and are solely responsible for any use or action taken under Your Provider ID. If Your Provider ID is compromised, You must contact the Company immediately. The Company reserves the right to deactivate Your Provider ID immediately upon the Termination of this Agreement, under Section [•]. The Company retains the right to deactivate Your Provider ID or otherwise restrict Your access to the SpaFoo App or any other of the Technology Services upon the occurrence of each or any of the following: (i) the Company's reasonable belief that You have committed an act of violence, theft, fraud, or dishonesty against a User or the Company; (ii) Your violation or reasonable allegation of a violation of the terms of this Agreement; (iii) Your disparagement of the Company in any manner or medium; (iv) Your act or omission that causes or results in harm to the brand, reputation or business of the Company, and (v) Your Professional License (defined below) has been denied, suspended, revoked or not renewed.

(c) SpaFoo App Installation and Use. Provided the Company has approved Your Independent Provider Application, and You have accepted this Agreement, the Company will provide You access to install and use the SpaFoo App on Your Device (defined below) in accordance with this Agreement. As used in this Agreement, ("**Your Device**") shall mean and refer to that mobile device owned and controlled by You that meets then-current Company specifications for mobile devices that are compatible with the technology, as set forth on the Website, and for which You have been authorized to download and install the Spafoo App. You are responsible for the acquisition, cost and maintenance of Your Device, as well as any necessary wireless data plan. The Company shall not be liable for any fees, costs or overage charges You may incur as a result of using the SpaFoo App on Your Device.

(d) Location-Based Services. You acknowledge and agree that Your geo-location information must be provided to the Company via Your Device in order to provide Spa Services. You acknowledge and agree that: (i) Your geo-location information may be obtained by the Technology while the SpaFoo App is running; and (ii) Your approximate location will be displayed to the User before You arrive at the Service Site (defined below) to provide Spa Services to such User. In addition, You acknowledge and agree that the Company may monitor, track and share Your geo-location information with third parties, including law enforcement, for safety and security purposes. As used in this Agreement, "**Service Site**" shall mean and refer to the location where You provide Spa Services, from time to time, under this Agreement.

### 3. Your Obligations.

(a) Professional License. You acknowledge and agree that You have the appropriate training, expertise, and experience to provide the Spa Services in a professional manner with due skill and care, and shall at all times hold and maintain any state-issued license, certification, permit, approval and authority that is necessary for You to provide the Spa Services to third parties ("**Professional License**").

(b) Background Check. You acknowledge and agree that You may be subject to certain background checks, from time to time, in order to qualify to provide, and remain eligible to provide, the Spa Services.

(c) Documentation. You agree to provide to the Company written copies of each and every applicable Professional License before You provide any Spa Services. You agree that You have an ongoing obligation to update the Company from time to time with any changes to Your licensing status, including providing the Company with copies of any renewal of a Professional License. The Company reserves the right to independently verify Your documentation, from time to time, in any way the Company deems appropriate in its reasonable discretion. Your failure to maintain Your Professional License and any failure to provide the Company with any documentation of Your Professional License, as required herein, constitutes a material breach of this Agreement.

(d) Equipment and Supplies. You agree to supply all tools, equipment, and supplies required by You to perform the Spa Services, and at all times to maintain such tools, equipment and supplies in good quality, order and sanitary conditions and consistent with the standards normally taught in approved schools in the course required to receive and maintain a valid Professional License.

(e) Work Samples. Prior to performing any Spa Services under this Agreement, You must first have uploaded to the SpaFoo App [and Website] images displaying your creative skills and ability to provide any Spa Service that You intend to provide to a User ("**Work Samples**"). You represent and warrant that all Work Samples that You upload to the SpaFoo App [or Website] are and will be original material created by You, which do not and will not infringe any intellectual property or privacy rights of any other party or contain any defamatory material, and that You have obtained all applicable releases and consents. All copyrights and copyrightable subject matter, including all rights of authorship, registration, reproduction, distribution, and publication, rights to create derivative works, and all other rights incident to copyright ownership

of the Work Samples, shall be the property of the Company and all right, title and interest therein shall vest in the Company and shall be deemed works made for hire, to the maximum extent permitted under the law. The Company shall have the unlimited and unrestricted right to reproduce the Work Samples, to distribute the Work Samples, to create derivative materials based on the Work Samples, to publicly display the Work Samples, to publicly perform the Work Samples, and to transmit the Work Samples digitally or by any other means now known or hereafter created. All copyrights, trademarks, service marks, trade names, trade dresses, rights of authorship and other intellectual property rights in the Work Samples are owned by the Company. To the extent, if any, that any Work Samples may not be considered work made for hire, You hereby irrevocably assign to the Company all right, title, and interest in and to any Work Samples, including but not limited to any copyrights, trademarks, service marks, trade names, trade dresses, rights of authorship and any other intellectual property rights. You agree that You have no interest in any Work Samples, including, without limitation, any security interest therein, and hereby release to the Company any interest therein (if any) which may be created by operation of law.

(f) Further Assurances. You agree to execute all further instruments requested by the Company to effectively assign, transfer, grant, convey, assure and confirm to the Company the ownership of any and all right, title and interest You may have in and to any Work Samples, including but not limited to any copyrights, trademarks, service marks, trade names, trade dresses, rights of authorship and any other intellectual property rights. To the extent that You have any moral rights or similar rights in the Work Samples, under the law of any jurisdiction, You expressly waive those rights. In particular, You waive any right to prevent the Work Samples from being modified, edited, transformed, or otherwise adapted as the Company may deem necessary.

#### 4. Nature of the Relationship.

(a) You acknowledge and agree that You retain the sole discretion and authority to determine when You are available to provide Spa Services by opening and activating the SpaFoo App on Your Device. When the SpaFoo App is open and active on Your Device, You may receive User requests for Spa Services. If You accept a User request, the Company will provide You with certain User Personal Data (defined below) via the SpaFoo App. Other than for the purposes of fulfilling Spa Services hereunder, You shall not contact any User or use any User Personal Data for any reason, including to solicit further business from a User in contravention of Section [•] hereof. As used in this Agreement, "**User Personal Data**" shall mean and refer to information about a User made available to You in connection with the User's request for Spa Services. User Personal Data may include the User's name, address, geo-location information, contact information, photo, and any other information personal to such User, which is provided to You for purposes of Your performance of Spa Services under this Agreement.

(b) You shall, at all times during the term of this Agreement, retain control over the performance of the Spa Services, including what tools or equipment to use, where to acquire supplies and resources necessary for You to complete the Spa Services, and in what order or sequence to follow when performing the Spa Services. The Company has no right to control the methodology used by You to perform the Spa Services. Notwithstanding the foregoing, all Spa Services must be performed in a professional manner, with the highest standards of expertise, service, courtesy, etiquette, hygiene, sanitation and expertise, in accordance with the prevailing

industry standards for the Spa Services. All Spa Services must be performed in accordance with all applicable laws, rules and regulations, including current state licensing requirements, and consistent with the standards normally taught in approved schools in the course required to receive and maintain a valid Professional License.

(c) The relationship between You and the Company under this Agreement is strictly that of an independent contractor, as set forth in this Agreement. Nothing in this Agreement is intended or shall be construed to create any other relationship (such as that of joint venturers, partners, fiduciaries, principal-agent, employer-employee, or master-servant). The Company does not, and shall not be deemed to, direct or control You generally, or specifically in the performance of any Spa Services. You retain at all times via the SpaFoo App the option to accept, decline or ignore a User request for Spa Services. Except as may be required by law, You are not required to wear a uniform or other clothing that displays the name, logo, brand, or mark of the Company. You retain the right to engage in other business and employment activities.

(d) You acknowledge and agree that by providing Spa Services to a User You create a direct business relationship between You and the User. The Company is not responsible for or liable to You for any action or failure to act of a User in relation to you. You are solely responsible for any obligations or liabilities to Users or third parties that relate to, arise out of, result from or occur in connection with Your performance of Spa Services. You acknowledge and agree that the Company may release Your contact and/or insurance information to a User upon such User's reasonable request.

(e) You are solely responsible for maintaining any general and professional liability insurance that You deem necessary and advisable. YOU AGREE TO MAINTAIN DURING THE TERM OF THIS AGREEMENT WORKERS' COMPENSATION INSURANCE AS REQUIRED BY ALL APPLICABLE LAWS. IF PERMITTED BY APPLICABLE LAW, YOU MAY CHOOSE TO INSURE YOURSELF AGAINST INJURIES BY MAINTAINING OCCUPATIONAL ACCIDENT INSURANCE IN PLACE OF WORKERS' COMPENSATION INSURANCE. FURTHERMORE, IF PERMITTED BY APPLICABLE LAW, YOU MAY CHOOSE NOT TO INSURE YOURSELF AGAINST INDUSTRIAL INJURIES AT ALL, BUT YOU DO SO AT YOUR OWN RISK.

## 5. Intellectual Property.

(a) SpaFoo App License. The Company hereby grants to You for the term of this Agreement a personal, non-exclusive, non-transferable, non-sublicensable, non-assignable license, to install and use the SpaFoo App on Your Device solely for the purpose of providing Spa Services ("**SpaFoo App License**"). You agree not to provide to, distribute to or share with any third party, or enable any third party to provide, distribute or share, the SpaFoo App or any User Personal Data or Confidential Information (defined below). The license granted in this paragraph terminates immediately upon the termination of this Agreement, under Section [•], below. All rights not expressly granted to You are reserved by the Company.

(i) Restrictions. You shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Technology, in any way; (b) modify or make derivative works based on the

Technology; (c) improperly use, replicate, or otherwise improperly obtain data from any of the content of the Technology, including by creating Internet links, mirroring, framing, scraping, or data-mining; or (d) reverse engineer, decompile, modify or disassemble the Technology, except as allowed under applicable law. You shall not, and shall not allow any other party to, access or use the Technology to: (aa) design or develop a competitive or substantially similar product or service; (bb) copy or extract any features, functionality, or content thereof; (cc) launch or cause to be launched on or in connection with the Technology an automated program or script, including web spiders, ants, crawlers, robots, bots, indexers, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Technology **[Have Developer confirm this list covers all he may want covered to ensure proper functioning of the website and app]**; or (dd) attempt to gain unauthorized access to the Technology or its related systems or networks.

(b) Use of Trademarks. Subject to the terms and conditions of this Agreement, the Company hereby grants to You for the term of this Agreement, the non-exclusive, non-transferable, revocable right to use the Company's service marks, trademarks, and trade names (if any) (collectively the "**SpaFoo Marks**") in connection with the performance of the Spa Services (the "**SpaFoo Marks License**"). Any goodwill received from this use will accrue to the Company, which will remain the sole owner of the SpaFoo Marks. You may not engage in activities or commit acts, directly or indirectly, that may contest, dispute, or otherwise impair the Company's interest in the SpaFoo Marks. You may not cause diminishment of value of the SpaFoo Marks through any act or representation. You may not apply for, acquire, or claim any interest in any SpaFoo Marks, or others that may be confusingly similar to any of them, through advertising or otherwise. At the expiration or earlier termination of this Agreement, You will have no further right to use the SpaFoo Marks, unless the Company provides written approval for each such use. Nothing in this Agreement will be construed to prevent the Company from granting any other licenses for the use of the SpaFoo Marks or from using the SpaFoo Marks in any businesses.

(c) Ownership. The Technology, including all intellectual property rights therein, and the SpaFoo Marks are and shall remain the property of the Company. Neither this Agreement nor Your use of the Technology Services conveys or grants to You any rights in or related to the Technology or the Technology Services, except for the limited license granted in Sections [•] (b) and (c) above.

6. Quality Control/Ratings. You acknowledge and agree that the Technology Services are uniquely designed to provide Users with the highest quality Spa Services. You acknowledge and agree that each User for whom You provide Spa Services under this Agreement will be prompted to provide feedback through the SpaFoo App of the quality of the Spa Services (the "**User Rating**"). Such User Rating will be on a rating scale of one to five stars, where one is the lowest quality and five is the highest quality for the service received. You must maintain an average User Rating equal to or higher than three stars at all times ("**Three Stars**"). In the event that Your User Rating drops below Three Stars at any time during the term of this Agreement, and remains below Three Stars for a period of 28 consecutive days, You will be considered in material breach of this Agreement.

## 7. Financial Terms.

(a) Rate Schedule. The Company has established a pre-arranged rate schedule, which sets a recommended maximum cost for each service available via the SpaFoo App (the "**Rate Schedule**"). As used in this Agreement, the term "**Rate Schedule Amount**" shall mean and refer to the Rate Schedule amount collected for each Spa Service performed hereunder. The Rate Schedule alerts Users to the maximum amount that they will be responsible to pay for a Spa Service. The Company reserves the right to change the Rate Schedule at any time in the Company's discretion, based on market factors. The Company will provide You with notice in the event of such changes. Your continued use of the Technology Services after any such change shall constitute Your consent to such change.

(b) Services Fee. In consideration for the Technology Services, the SpaFoo App License, and the SpaFoo Marks License, You agree to pay to the Company a service fee ("**Service Fee**"). The Service Fee shall be twenty-five percent (25%) of each Rate Schedule Amount. In the event that sales or other taxes must be assessed ("**Sales Tax**"), the Service Fee shall be calculated as net of such Sales Taxes. The Company retains the right to change the Service Fee at any time in the Company's discretion based on market factors. The Company will provide You with notice in the event of such changes. Your continued use of the Technology Services after any such change shall constitute Your consent to such change.

(c) Payment Terms. You appoint the Company as Your limited payment collection agent solely for the purpose of accepting the Rate Schedule Amount and Sales Tax, if any, from each User on Your behalf via the payment processing function of the Technology Services for each Spa Service that You perform hereunder. You acknowledge and agree that the payment made by a User to the Company shall be considered the same as a payment made directly by the User to You. The Company agrees to remit, or cause to be remitted to you, on at least a [semi-monthly] basis the Rate Schedule Amount, less the Service Fee, and Sales Tax, if any ("**Your Fee**"). You acknowledge and agree that Your Fee does not include any gratuity and that Your Fee is the only payment that You will and are entitled to receive for Your performance of Spa Services that You hereunder.

(d) Business Expenses. Except as otherwise specifically set forth in this Agreement, You shall have sole control over and responsibility for payment of all of Your expenses, including but not limited to all expenses for transportation, equipment, tools, supplies, continuing education to maintain Your Professional License in good standing, and all other expenses incurred by You in connection with Your performance of Spa Services hereunder. The Company has no obligation to reimburse You for any such expenses.

(e) No Benefits; Taxes. As an independent contractor, You are not entitled to any workers compensation, unemployment, health, life, or other insurance, pension plan, vacation pay, sick pay, or any other type of benefits from the Company. You shall be solely responsible for Your own insurance and benefits, if any, and for withholding, accruing, and paying any and all Federal and state income, social security, Medicare, unemployment, and other taxes relating to Your compensation under this Agreement.

8. Term. This Agreement shall commence on the date accepted by You and shall continue until terminated as set forth herein.

9. Termination.

(a) Company Termination Rights. This Agreement may be terminated by the Company as follows: (i) immediately, without notice, if the Company has reasonable grounds to believe that You have committed an act of violence, theft, fraud, or dishonesty against a User or the Company; (ii) immediately, without further notice if You have not maintained a User Rating of Three Stars and Your User Rating has remained below Three Stars for a period of 28 consecutive days; (iii) immediately, without further notice, if Your Professional License has been denied, suspended, revoked or not renewed; and (iv) immediately, without further notice, if You no longer qualify, under applicable law or the standards, practices, policies, and guidelines of the Company to provide the Spa Services.

(b) Mutual Termination Rights. This Agreement may be terminated by either party as follows: (i) without cause at any time upon seven (7) days prior written notice to the other party; (ii) immediately, without notice, for the other party's breach of any material term or condition of this Agreement; and (iii) immediately, without notice, in the event of the insolvency or bankruptcy of the other party.

(c) Effect of Termination. Upon termination of this Agreement for any reason You must immediately delete and fully remove from Your Device the SpaFoo App, any User Personal Data and any Confidential Information.

10. Indemnification. You shall indemnify, defend (at the Company's option) and hold harmless the Company and its officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) Your breach of Your representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to Your provision of Spa Services or use of the Technology Services. This indemnification provision shall not apply to your breach of any representations regarding Your status as an independent contractor.

11. Disclaimer. YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY DOES NOT CONDUCT BACKGROUND CHECKS ON ANY USER. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH USERS. YOU UNDERSTAND THAT SPAFOO DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH USERS AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SPAFOO SERVICES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.



12. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE TECHNOLOGY AND ANY CONTACT YOU HAVE WITH USERS, WHETHER IN PERSON OR ONLINE REMAINS WITH YOU. NEITHER THE COMPANY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE TECHNOLOGY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, FROM THE USE OF OR INABILITY TO USE THE TECHNOLOGY, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH USERS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE TECHNOLOGY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND YOUR USE OF THE TECHNOLOGY INCLUDING, BUT NOT LIMITED TO, FROM THE USE OF OR INABILITY TO USE THE TECHNOLOGY AND IN CONNECTION WITH ANY SPA SERVICE OR INTERACTIONS WITH ANY USERS, EXCEED THE AMOUNTS PAID BY THE COMPANY TO YOU IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED DOLLARS (\$100) IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

13. Privacy. You acknowledge and agree that, without the prior consent of the User, You may not allow any individual access to a Service Site before, during or after the performance of Spa Services. Subject to applicable law, the Company may, but shall not be required to, provide to a User, an insurance company and/or relevant authorities and/or regulatory agencies any information (including personal information (e.g., information obtained about You through any background check or information stored in the Technology)) about You or any Spa Services provided hereunder if: (a) there is a complaint, dispute or conflict between You and a User; (b) it is necessary to enforce the terms of this Agreement; (c) it is required, in the Company's sole discretion, by applicable law or regulatory requirements (e.g., the Company receives a subpoena, warrant, or other legal process for information); (d) it is necessary, in the Company's sole discretion, to: (aa) protect the safety, rights, property or security of the Company, the Technology Services or any third party; (bb) to protect the safety of the public for any reason including the facilitation of insurance claims related to the Technology Services; (cc) to detect, prevent or otherwise address fraud, security or technical issues; (dd) to prevent or stop activity which the Company, in its sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity); or (ee) it is required or necessary, in the

Company's sole discretion, for insurance or other purposes related to Your ability to qualify, or remain qualified, to use the Technology Services. You understand that the Company may retain Your personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated. The Company may collect Your personal data during the course of Your application for, and use of, the Technology Services, or may obtain information about You from third parties. Such information may be stored, processed, transferred, and accessed by the Company, third parties, and service providers for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with the Company's legitimate business needs. You expressly consent to such use of personal data.

14. Representations.

(a) The Company represents and warrants that this Agreement has been authorized by all necessary corporate action of the Company and is a valid and binding agreement of the Company enforceable in accordance with its terms.

(b) You represent and warrant that You are not a party to any agreement or instrument that would prevent You from entering into or performing Your duties in any way under this Agreement.

(c) You represent and warrant that Your performance of all the terms of this Agreement and Services hereunder will not breach any intellectual property assignment or proprietary information or similar agreement with any current or former employer or other party.

(d) You represent and warrant that You will not disclose to the Company or cause or induce the Company to use proprietary or confidential information of others, or violate or induce the Company to violate the intellectual property rights of others.

(e) You represent and warrant that You will comply with all applicable laws in your performance of this Agreement, including holding and complying with all Professional Licenses and any other permits, licenses, registrations and other governmental authorizations necessary to provide Spa Services.

(f) You represent and warrant that You have not been convicted of a felony in a court of law of any jurisdiction and have not been arrested for any act of violence, theft, fraud, or dishonesty.

15. MFN. During the term of this Agreement You covenant and agree that You shall not sell, offer, or perform any of the Spa Services to any User referred to You via the Technology Services for a price that is equal to or below the then prevailing Rate Schedule Amount for such Spa Service.

16. Non-solicitation. During the term of this Agreement and for a period of two years after termination of this Agreement, You covenant and agree that within Orleans and Jefferson Parishes in the State of Louisiana, You shall not sell, offer, or perform any of the Spa Services to any User referred to You via the Technology Services.

17. Confidentiality. You covenant and agree that You will not at any time during or after termination of this Agreement, directly or indirectly, use for Your own account or the account of any other, or disclose to any person, firm or corporation, other than authorized officers, directors, managers and employees of the Company or its affiliates or subsidiaries, Confidential Information (defined below) of the Company. As used herein, "**Confidential Information**" of the Company means information about the Company of any kind, nature or description, including but not limited to, any all proprietary information, trade secrets, "know-how", data, patent, copyright, trademark, trade secret, process, technique, program, design, formula, written materials, products, technology, computer or software programs, specifications, manuals, business plans, advertising, marketing plans, business plans, financial information, commercial sales, budgets, forecasts, client lists, or customer data that are disclosed to or otherwise known to You as a direct or indirect consequence of Your performance of Spa Services, which information is not generally known to the public or in the businesses in which the Company is engaged. Confidential Information also includes any information furnished to the Company by a third party with restrictions on its use or further disclosure

18. Rights and Remedies upon Breach. You agree that the Company's rights and Your obligations under Section [•] (Work Samples), Section [•] (Intellectual Property), Section [•] (Indemnification), Section [•] (Non-Solicitation) and Section [•] (Confidentiality) are special and unique, and that a violation thereof may cause irreparable injury that may not be adequately compensated by money damages. You thereby grant to the Company the right to specifically enforce (including injunctive relief where appropriate) the terms of this Agreement, including in particular under Section [•] (Work Samples), Section [•] (Intellectual Property), Section [•] (Indemnification), Section [•] (Non-Solicitation) and Section [•] (Confidentiality). Such remedies shall be in addition to the Company's right to recover damages and/or obtain any other remedy available under this Agreement, at law or equity or otherwise.

19. Binding Agreement. This Agreement is a personal contract and the rights and interests of You hereunder may not be sold, transferred, assigned, pledged, encumbered or hypothecated by You.

20. Disclosure Obligations. During the term of this Agreement, You agree to make prompt and full disclosure to the Company of any change of facts or circumstances that may affect Your obligations undertaken and acknowledged herein, and You agree that the Company has the right to notify any third party of the existence and content of Your obligations hereunder.

21. Entire Agreement. This Agreement contains all the understandings between the parties hereto pertaining to the matters referred to herein, and supersedes all undertakings and agreements, whether oral or written, previously entered into by them with respect thereto. You represent that, in executing this Agreement, You do not rely, and have not relied, on any representation or statement not set forth herein made by the Company with regard to the subject matter, bases or effect of this Agreement or otherwise.

22. Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the Company's successors and assigns. You may not assign or delegate to any third person Your obligations under this Agreement. Your rights and benefits under this

Agreement are personal to You and no such right or benefit shall be subject to voluntary or involuntary alienation, assignment or transfer.

23. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.

24. Notices. Any notice to be delivered by the Company to You under this Agreement must be delivered by email to the email address associated with Your account or by posting to the Notification Center in the SpaFoo App. Any notice to be delivered by You to the Company must be in writing and sent by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid) addressed to the Company at the address indicated below or to such other address as the Company may subsequently give notice of hereunder in writing:

To the Company at:	SpaFoo, LLC 1101 Tchoupitoulas New Orleans, Louisiana 70130 Attn: Alicia Reynaud
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With a copy to:	Stone Pigman Walther Wittmann L.L.C. 546 Carondelet Street New Orleans, Louisiana 70130 Attn: Lesli D. Harris
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Except as otherwise provided in this Agreement, any notice delivered personally or by courier under this Section [•] will be deemed given on the date delivered. Any notice sent electronically or by registered or certified mail (in each case, return receipt requested, postage prepaid) shall be deemed given on the date sent.

25. Severability. In the event that any one or more of the provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement shall not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement shall be held to be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

26. Survivorship. The respective rights and obligations of the parties hereunder shall survive any termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

27. Each Party the Drafter. This Agreement and the provisions contained in it shall not be construed or interpreted for or against any party to this Agreement because that party drafted or caused that party's legal representative to draft any of its provisions.

28. Governing Law and Forum. The terms of this Agreement shall be construed and enforced under the laws of the State of Louisiana without regard to conflicts of laws principles. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined in a Louisiana state or federal court sitting in the City of New Orleans, Louisiana, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding.

29. Further Assurances. Each party hereto agrees to execute any and all documents, and to perform such other acts, to the extent permitted by law, that may be reasonably necessary or expedient to further the purposes of this Agreement or to further assure the benefits intended to be conferred hereby.

30. Headings. All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph.



1/17/2017

Brandy Hirsch

1/17/2017