



BEAUTY BOOKER.

BeautyBooker Ltd. <> **Vendor Contract Agreement**

(also known as "Vendor") and **BeautyBooker Ltd.** hereby enter into a contractual agreement in relations to the specifications detailed in the Terms and Conditions below.

BeautyBooker Ltd. is a private limited company, registered in Scotland under Company Number SC613856. Registered office: 7 Brunswick, Aberdeen, U.K, AB11 7TF. BeautyBooker Ltd. is a beauty services broker registered in Scotland, under the laws of the Scotland. BeautyBooker Ltd. is reputed with providing the ground-breaking options for clients to conveniently access its registered vendors' standard and last-minute appointments, and cancellations, via BeautyBooker Ltd.'s mobile app.

Contract in effect beginning:

Services

Services provided by BeautyBooker Ltd.:

- Uploading of vendors details, company logo & location to the BeautyBooker Ltd. mobile app to be accessed by BeautyBooker Lt.'s mobile app customers.
- Uploading of treatment images to Beauty Booker Ltd.'s mobile app and social media platforms.
- If the vendor so wishes, BeautyBooker Ltd. will upload Vendor provided images to the BeautyBooker Ltd.'s mobile app and social media platforms.
- Provision of use of the BeautyBooker BeautyMaker App to allow promotion of appointment start times, treatment types and cost, to BeautyBooker Ltd.'s mobile app customers.
- Vendor account management within BeautyBooker Ltd.'s online system and mobile app.
- Promotion & advertising of the Vendor's business on BeautyBooker Ltd.'s social media platforms.
- Email to vendors of appointments booked via BeautyBooker Ltd.'s mobile app.
- Issuing of ping notifications to BeautyBooker Ltd.'s customers for advertising & marketing purposes.
- iOS calendar notifications to Vendors customers of booked appointment time and date.

Terms and Conditions:

1. Membership Fee & Conditions:

The parties mutually understand and agree that the vendor is subject to the following obligations.

- i. Vendor shall pay a **monthly fee of** to BeautyBooker Ltd. for the services outlined in the "Services" section above. This payment shall be made in advance for the services carried out in the following month. The services shall mean one, or some such all activities be as provided for in clause 2 and 3 of this agreement. The first payment of £ shall be paid upon signature and return of this contract and is to be paid via direct debit deposit (preferable) or bank transfer, to the bank account detailed in this contract.
- ii. Following this first payment, recurring payments of the monthly £ fee are to be paid by the **28th** of each calendar month the Vendor is registered for BeautyBooker Ltd services.

#Bookthelook



BEAUTY BOOKER™

- iii. Failure to adhere to these payment terms shall result in BeautyBooker Ltd. issuing the Vendor 2 reminders to pay, via email, telephone call or other method of communication. If payment is not received within 48 hours of the 2nd reminder being issued by BeautyBooker Ltd., the Vendor may be removed from BeautyBooker Ltd.'s system immediately.
- iv. The vendor allows BeautyBooker Ltd. to promote their relationship with BeautyBooker Ltd. using the Vendors company logo and name for promotion & advertising purposes.
- v. In instances where the vendor carries out appointments in a premise, the vendor is required to display a BeautyBooker Ltd. window decal (decal provided by BeautyBooker Ltd. at no cost to the Vendor).
- vi. If the Vendor should change their premises of business or, in the case of freelance vendors, their employer or place of business, the vendor shall inform BeautyBooker Ltd. of these changes 14 days in advance, so BeautyBooker Ltd.'s mobile app can be updated with the necessary changes.

2. Standard Appointments - Conditions & Fees:

The parties mutually understand and agree that the vendor is subject to the following obligations.

- i. Vendor shall provide a minimum of **three** treatment appointments per calendar week (Monday-Sunday), for one calendar month. We understand there will be times you will be busy and this term will be relaxed at these periods.
- ii. The vendor agrees to commit to BeautyBooker Ltd.'s online mobile app and to the provision of appointments for minimum term of 1 months The Vendor can opt out at any point if they so wish, however we ask for 30 days' notice of opt out.
BeautyBooker Ltd.'s mobile app charges a **10%** fee per treatment **booked** via the mobile app. This will be billed on the 28th day of every month from the 28th of February 2020.
A Charge of **15% per treatment** will be applied on bookings received via the BeautyBooker request a quote button. This charge will be higher due to us having to contact the vendor for availability for a prospective customer.
PLEASE REMEMBER YOU WILL ONLY BE BILLED COMMISSION BY BEAUTYBOOKER IF A CUSTOMER BOOKS YOU THROUGH US, YOU WILL NEVER BE CHARGED FOR LISTING YOUR AVAILABILITY SLOTS WITH US, HOWEVER MANY SLOTS THAT MAY BE.
- iii. The vendor agrees to make every effort to promote its availability via the BeautyBooker App to its current customer client base and requests that upon signing up to us that you actively promote your partnership with BeautyBooker.

3. Use of BeautyMaker App

When registering a BeautyMaker Account, you represent that you are authorised to act on behalf of the BeautyMaker and must provide true, accurate, current, and complete data about the BeautyMaker being registered.

You agree not to list any medical or aesthetic treatments on the BeautyMaker App without the agreement of the BeautyBooker Limited company. Failure to notify us will result in the immediate removal of the business from the BeautyBooker app.

You also agree to promptly update your BeautyMaker account to keep it accurate, current, and complete. You are solely responsible for maintaining the confidentiality of your BeautyMaker Account and the information in your BeautyMaker Account, and, except as otherwise required by applicable law, you are solely responsible for all use of your BeautyMaker Account, whether or not authorised by you. You agree to immediately notify BeautyBooker

#Bookthelook



BEAUTY BOOKER™

of any unauthorised use of your BeautyBooker Account or any other breach of security related to your use of the Services. Communications from BeautyBooker. The BeautyBooker Application may use GPS locator capabilities to identify your current location. If you provide a mobile phone number, you hereby expressly consent to receive SMS text messages from BeautyBooker regarding the Services and as otherwise described in our privacy policy. The communication standards for the Services include, but are not limited to: SMS, GPS, and web-based browser technology. In order to use the SMS-based Services, you must maintain an active account with a carrier of electronic communications through mobile devices. Technical Requirements. Use of the Services requires Internet access through your computer or mobile device. You are responsible for all mobile carrier charges resulting from your use of the Services, including from any notifications provided by the Services. BeautyBooker does not guarantee that the Services will be compatible with all devices or will be supported by all mobile carriers. You may be required to have JavaScript (or similar technologies) enabled to use the BeautyBooker Site, and some features and portions of the BeautyBooker Site (including, but not limited to, making, modifying, or canceling appointments) may not be accessible with JavaScript disabled. Modifications to Services. BeautyBooker reserves the right, in its sole discretion, to modify the Services from time to time and without notice, including, without limitation, by removing, adding, or modifying portions of the BeautyBooker Site, BeautyBooker Application, SMBs, and/or Merchants. BeautyBooker shall have no liability to you for any of the foregoing actions. If you object to any such changes, your sole recourse shall be to cease using the Services. Continued use of the Services following any such changes shall indicate your acknowledgment of such changes and satisfaction with all the Services. Intellectual Property Rights and Grant of Rights to User. The features, information, and materials provided and depicted through the Services are protected by copyright, trademark, patent, and other intellectual property laws. All text, graphical content, video, data, and other content made available through the Services (collectively, the "BeautyBooker Content") are provided to User by BeautyBooker or its partners or licensors solely to support User's permitted use of the Services. The BeautyBooker Content may be modified from time to time by BeautyBooker in its sole discretion. Except as expressly set forth herein, no license is granted to User for any other purpose, and any other use of the Services or the BeautyBooker Content by User shall constitute a material breach of this Agreement. BeautyBooker and its partners or licensors retain all rights in the Services and BeautyBooker Content and any associated patents, trademarks, copyrights, mask work rights, trade secrets, or other intellectual property rights. No license, right, or interest in any trademarks of BeautyBooker or any third party is granted under this Agreement. Application License. Subject to the terms and conditions of this Agreement, BeautyBooker grants User a non-exclusive, non-transferable, revocable license to use the BeautyBooker Application, in object code form only, on User's compatible mobile devices, solely to support User's permitted use of the Services. Use Restrictions. The Services and BeautyBooker Content are offered solely for User's personal use for the purposes described in this Agreement. Any and all other uses are prohibited. BeautyBooker expressly reserves all its rights and remedies under Scottish Law.

BeautyBooker reserves the right, in its sole discretion, to refuse service, terminate Accounts, remove or edit content, cancel reservations, or deny access to the Services.

You agree not to (and not to allow any third party to):

- (1) use any robot, spider, scraper, or other automatic or manual device, process, or means to access the Services or copy any BeautyBooker Content, except as expressly authorized by BeautyBooker;
- (2) take any action that imposes or may impose (in BeautyBooker sole determination) an unreasonable or a disproportionately large load on the Services or BeautyBooker infrastructure;
- (3) utilize any device, software, or routine that will interfere or attempt to interfere with the functionality of the Services;
- (4) rent, lease, copy, provide access to or sublicense any portion of the Services or BeautyBooker Content to a third party;
- (5) use any portion of the Services or BeautyBooker Content to provide, or incorporate any portion of the Services or BeautyBooker Content into, any product or service provided to a third party;
- (6) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to BeautyBooker);

#Bookthelook



BEAUTY BOOKER™

(7) modify any Services or BeautyBooker Content or create any derivative product from any of the foregoing;
(8) remove or obscure any proprietary or other notices contained in the Services or BeautyBooker Content;
(9) use the Services or BeautyBooker Content for any illegal purpose; or
(10) publicly disseminate information regarding the performance of the Services or BeautyBooker Content or access or use the Services or BeautyBooker Content for competitive analysis or benchmarking purposes.
Government End Users.

(11) You may not use, export, or re-export any BeautyBooker Application or other aspects of the Services (or any copy or adaptation of the foregoing) in violation of applicable law, including, without limitation, Scottish, English and foreign export laws and regulations. BeautyBooker may suspend your ability to use all or any element of the Services or may terminate this Agreement effective immediately, without notice or explanation. Without limiting the foregoing, BeautyBooker may suspend your access to the Services if we believe you to be in violation of any part of this Agreement (including any BeautyBooker Policies) After any suspension or termination, you may or may not be granted permission to use the Services or re-establish an Account, You agree that BeautyBooker shall not be liable to you for any termination of this Agreement or for any effects of any termination of this Agreement. You are always free to discontinue your use of the Services at any time. You understand that any termination of your Account may involve deletion of any content stored in your Account for which BeautyBooker will have no liability whatsoever. Reviews, Comments, Communications, and Other Content. The Services may permit you to submit reviews, comments, and ratings; send emails and other communications; and submit suggestions, ideas, comments, questions, or other information for publication and distribution to BeautyMakers and other third parties ("User Content"). Any such User Content must not be illegal, threatening, obscene, racist, defamatory, libelous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of privacy, purposely false or otherwise injurious to third parties, or objectionable and must not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, any form of "spam" or references to illegal activity, malpractice, purposeful overcharging, false advertising, or health code violations (e.g., insects in the local, infections, food poisoning, etc.). You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of User Content. BeautyBooker reserves the right (but has no obligation) to monitor, remove, or edit User Content in BeautyBookers sole discretion, including if User Content violates this Agreement (including any BeautyBooker Policies), but you acknowledge that BeautyBooker may not regularly review submitted User Content. If you do submit User Content, and unless we indicate otherwise, you grant BeautyBooker a nonexclusive, perpetual, royalty-free, irrevocable, and fully sub-licensable (through multiple tiers) right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, display, and otherwise exploit such User Content throughout the world in any media. BeautyBooker takes no responsibility and assumes no liability for any User Content submitted by you or any other User or third party. Your Representations and Indemnity. You represent and warrant that you own or otherwise control all of the rights to any User Content submitted by you; that all User Content submitted by you is accurate; and that exploitation of such User Content by BeautyBooker and its other Users, partners, and licensees will not violate this Agreement, cause injury to any person or entity, or infringe any third-party rights (including, without limitation, intellectual property rights and rights of privacy or publicity).

You will indemnify, hold harmless, and (at BeautyBookers request) defend BeautyBooker, its affiliates, and its and their representatives, agents, directors, managers, officers, employees, and shareholders (collectively, the "BeautyBooker Parties") from and against all claims resulting from:

(12) any User Content submitted by you,

(13) your use of the Services, or

(14) any breach or alleged breach by you of this Agreement. Liability Limitations. TO THE MAXIMUM EXTENT PERMITTED BY LAW, , IN NO EVENT SHALL THE BEAUTYBOOKER PARTIES BE LIABLE FOR ANY INJURIES, LOSSES, CLAIMS, OR DIRECT DAMAGES OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE OUT OF OR ARE ANY WAY CONNECTED WITH (15) THIS AGREEMENT, (16) ANY USE OF THE SERVICES, THE BEAUTYBOOKER CONTENT, OR THE USER CONTENT, (17) ANY FAILURE OR DELAY (INCLUDING, BUT

#Bookthelook



BEAUTY BOOKER.

NOT LIMITED TO, THE USE OR INABILITY TO USE ANY COMPONENT OF THE BOOKING SERVICES), OR (17) YOUR VISIT TO ANY BEAUTYMAKER OR THE PERFORMANCE, NON-PERFORMANCE, CONDUCT, OR POLICIES OF ANY BEAUTYMAKER OR MERCHANT IN CONNECTION WITH THE SERVICES. IN ADDITION, YOU SPECIFICALLY UNDERSTAND AND AGREE THAT ANY THIRD PARTY DIRECTING YOU TO THE BEAUTYBOOKER SITE BY REFERRAL, LINK, OR ANY OTHER MEANS IS NOT LIABLE TO USER FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR LOSS ASSOCIATED WITH THE USE OF THE SERVICES OR THE BEAUTYBOOKER CONTENT. BEAUTYBOOKER IS NEITHER AN AGENT OF NOR OTHERWISE ASSOCIATED WITH ANY BEAUTYMAKER FOR WHICH A USER HAS MADE A BOOKING.

4. Confidentiality and Non-Circumvention

The Parties hereto hereby undertake, for themselves and their employees, agents and/or assigns, to keep confidential at all times during the continuance of this agreement and indefinitely following the termination of this agreement, all information acquired in connection with the Parties' working relationship, the business undertakings and cooperation contemplated herein.

Parties further undertake to keep strictly confidential, each Party's information and disclosures, which it may become privy to in the course of performing obligations herein, except such information is required to be disclosed by a governmental agency, regulatory authority, court of competent jurisdiction, and or is already in the public domain through no fault of either Party hereto.

Because of this agreement and business relationship, BeautyBooker Ltd. and the Vendor may learn from one another, or from principals, the names and telephone numbers of customers, Beauty industry investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals and/or trusts, or buyers and sellers hereinafter called contacts. The Parties with this acknowledge, accept and agree that the identities of the contacts will be recognized by the other Party as exclusive and valuable contacts of the introducing Party and will remain so for the duration of this agreement.

The Parties agree that neither party shall use disclosed information and contacts to circumvent each other.

5. Force Majeure

The non-performance of an obligation herein attributable to an event of Force Majeure, shall not be regarded as a breach of this agreement. We kindly request that The Vendor prevented from carrying out its obligations hereunder shall give notice to the other customer of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party

6. Agency

It is expressly agreed and understood that Beauty Booker and the Vendor are entering into this agreement as Principals. This agreement does not create an agency and or a partnership relationship between the Parties hereto. As such, the acts, negligence and or omissions of any Party hereto shall not bind or cause any liability for the other Parties.

7. Assignment

#Bookthelook



BEAUTY BOOKER.

The Parties shall not assign or transfer all or any part of their respective rights or obligation arising from or in connection with this agreement without the prior notice and consent given and received by either party, and any assignment or transfer that is made without such prior written consent shall constitute a breach of this agreement.

8. Modification or Amendment

No amendment, change or modification of this Agreement shall be valid unless it is made out in writing and signed by the parties hereto.

9. Waiver

Waiver by one party hereto of breach of any provisions of this Agreement by the other party shall not operate or be construed as a continuing waiver.

10. Dispute Resolution and Applicable Law

Notices

Any notice required to be given hereunder shall be in writing and may be hand delivered, sent by courier service, registered mail, facsimile and or electronic mail transmission to the address of the recipient herein specified or such other address, fax number or electronic mail address duly notified to other Parties in writing.

The said notices shall be delivered to:

Mrs. Kate Stott, 7 Brunswick, Aberdeen, U.K, AB11 7TF.

11. Definitions AND Interpretations

“Confidential Information” means all information relating to the Parties which is obtained, by the Parties or their advisers by observation during visits or provided by the other Party, including without limitation, financial information, know-how, trade secrets, technology, customer lists (potential or actual) and other customer-related information, supplier information, sales statistics, market projections and intelligence, marketing and other business strategies and other commercial information of a confidential nature, whether conveyed in writing or orally or by means of BeautyBooker Ltd.'s app or by any other medium, but does not include information which (a) is or becomes publicly available, other than as a result of the breach of any Agreement, or (b) becomes lawfully available to a Party from a third Party free from any confidentiality restriction, or (c) is already in the Party's possession on the date hereof, provided that such information is not known by such Party to be subject to a confidentiality Agreement with or other obligation of secrecy to the Disclosing Party (as defined below) or another Party.

“Force Majeure” means any and all events or conditions which prevent the performance of an obligation herein, such as but not limited to acts of God; refusals to grant consents or permissions by public authorities or regulatory agencies or persons claiming to exercise any government function or authority; wars, rebellions, insurrections or riots, terrorist acts, or material shortages; fires, earthquakes, mudslides, explosions, or floods; breakdowns of or damage to plants, equipment, or facilities resulting from a casualty; or embargoes or other interruptions to transportation.

12. Legal

BeautyBooker Ltd. is not liable to the vendor, or any third-party, for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you have advised BeautyBooker Ltd. of them. If any

#Bookthelook



BEAUTY™ BOOKER.

provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

13. Termination

This agreement may be terminated with 30 days written/email notice by either party. BeautyBooker Ltd. can terminate any vendor who does not adhere to the terms and conditions within this contract without notice.

Bank Account Details

Providing your company name, or simply your name if a freelancer, as reference, please arrange for payment to be made to:

Sort Code: 80-22-60
Account Number: 18530267

By signing this contract, you confirm that you or your salon/clinic staff members are adequately qualified, tax paying professionals/business with appropriate insurance in place.

Signature: _____

Name & Title: _____

Date: _____

#Bookthelook