

iiaa LIMITED

(the "**Company**")

Conditions of Business

relating to

the sale and purchase of Environ[®], et al.[®] and Advanced Nutrition Programme[™] (together the "**iiaa Brands**" and "**iiaa Brand**" shall be construed accordingly) products, equipment and/or treatments to the Company's authorised stockists (the "**Stockists**")

1. ORDERS

- 1.1 These Conditions of Business (as may be varied or amended from time to time, with or without notice) ("**Conditions**") apply to any agreement pursuant to which the iiaa Brand's Training Courses (as defined below), products, equipment and/or treatments are supplied by the Company to any Stockist whose principal place of business is in the United Kingdom, Ireland and the Channel Islands ("**Agreement**"). References to Conditions and Appendices are to the relevant Conditions of and Appendices to these Conditions and references to paragraphs are to paragraphs of the relevant Appendix. The Appendices form part of these Conditions and shall have effect as if set out in full in the body of these Conditions. Any reference to these Conditions includes the Appendices. These Conditions shall prevail over the conditions of business of any Stockist.
- 1.2 Only Stockists who have passed (or whose employees have passed), where required, the product, equipment and/or treatment training courses of the relevant iiaa Brands ("**Training Courses**") and who hold current training certificates in respect of such Training Courses ("**Training Certificates**"), may place orders with the Company pursuant to these Conditions.
- 1.3 In any event, the Company reserves the right, at its option and without being required to give notice or any reason, to refuse any order or booking for a Training Course ("**Booking**") from a Stockist.

2. PRICE AND PAYMENT

- 2.1 Prices charged by the Company, including postage and package, are those in force at the date of order, and are subject to change without notice and, unless otherwise agreed by the Company in writing, are payable by the Stockist at the time an order is made (without deduction, set-off or counterclaim).
- 2.2 The Company shall from time to time advise the Stockist of the recommended retail price for the iiaa Brands' products, equipment and/or treatments, provided that the Stockist is entitled to supply such products, equipment and/or treatments at a price of its choosing, at its absolute discretion, whether or not the recommended retail price.
- 2.3 The Company reserves the right to require personal guarantees in respect of the obligations of any Stockist under these Conditions.
- 2.4 The Company reserves the right to charge interest on all overdue Stockist accounts, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

3. DELIVERY

- 3.1 All delivery dates given by the Company are estimates only, and time is not of the essence.

- 3.2 It is the Stockist's responsibility to check orders upon delivery. Any claim in respect of damage, delay and/or loss in transit must be given in writing by the Stockist to the Company and any carrier, indicating the precise nature of the claim and having endorsed the carrier's delivery note accordingly, within 14 clear business days of delivery, failing which the Company shall have no liability to the Stockist in respect of such damage, delay and/or loss.
- 3.3 Products wishing to be returned in general must be notified to the Company within 14 days of delivery.
- 3.4 Products notified to be returned must be physically received back at the Company within 14 days of the Stockist receiving a Returns Reference Number ("**RRN**") from the Company, failing which the RRN will lapse and the ability to return the products lost.

4. **TRANSFER OF PROPERTY**

Risk in the iiaa Brands' products and/or equipment passes to the Stockist on delivery, but title does not pass until the Company has received payment in full (without deduction, set-off or counterclaim).

5. **INTERNET SALES, MARKETING AND MAIL ORDER**

Appendix 1, as may be varied from time to time by the Company in writing, with or without notice, shall apply.

6. **INSURANCE**

- 6.1 During the continuance of the Agreement and for a period of 3 years (or such other period agreed by the Company in writing) after termination of the Agreement, the Stockist shall maintain insurance with a reputable insurance company against all risks that would normally be insured against by a prudent businessperson in connection with the risks associated with the Agreement.
- 6.2 The Stockists shall disclose all relevant information to the relevant insurer and shall at all times comply with the terms and conditions of any policy.
- 6.3 The Stockists shall provide a copy of the policy and details of the cover provided to the Company on request.

7. **STOCKIST'S DUTIES**

7.1 In relation to the iiaa Brands, the Stockist shall:

- 7.1.1 ensure that the iiaa Brands' products, equipment and/or treatments are sold only:
- (a) in compliance with these Conditions; and
 - (b) in compliance with all applicable laws and regulations;
- 7.1.2 ensure that the iiaa Brands' products, equipment and/or treatments, unless otherwise agreed by the Company in writing, are sold from its own salon premises (as set out on the Application Form);
- 7.1.3 use its best endeavours to promote the resale of the iiaa Brands' products, equipment and/or treatments to end users;
- 7.1.4 ensure that its salon premises (as set out on the Application Form) are maintained in a hygienic and aesthetic state of repair and decoration;

- 7.1.5 ensure that the iiaa Brands' equipment is fully maintained, in accordance with guidelines issued by the Company and notified to the Stockist in writing from time to time;
- 7.1.6 ensure that its employees and consultants provide the highest possible quality of service and give all proper care and attention to end users and prospective end users of the iiaa Brands' products, equipment and/or treatments;
- 7.1.7 ensure that the products in the Environ® professional range are used by qualified skin care therapists in salon premises and not sold to end users; and
- 7.1.8 comply with all guidelines or policies issued by the Company from time to time.
- 7.2 In relation to Environ® products, equipment and/or treatments, the Stockist shall employ or engage one or more fully qualified skin care therapists to provide professional skin care treatments, who shall be at the Stockist's salon premises (as set out on the Application Form).
- 7.3 Due to the active nature of the ingredients in certain Environ® products (including non-active ingredients which become active when combined with others), the Stockist shall ensure that prior to the supply of products, equipment and/or treatments to end users:
 - 7.3.1 a full person-to-person skin care consultation is conducted with such end users;
 - 7.3.2 a consultation form in the form supplied by the Company is completed by such end users; and
 - 7.3.3 such forms are retained at the Stockist's premises and available on written request to the Company.
- 7.4 In relation to the Stockist's provision of Collagen Stimulation Therapy, Appendix 2, as may be varied from time to time by the Company, with or without notice, shall apply.
- 7.5 In relation to the Stockist's provision of Environ® TCA Peels, Appendix 3, as may be varied from time to time by the Company, with or without notice, shall apply.
- 7.6 In relation to Advanced Nutrition Programme™ products, the Stockist shall ensure that they are registered as a Food Business Operator ("FBO") with their local authority.

8. **MARKETING**

The Stockist shall ensure that:

- 8.1 all the iiaa Brands' merchandising material, which the Stockist is obliged and agrees to receive and use, is prominently displayed at its premises, to the satisfaction of the Company. All expired material, as advised by the Company from time to time, is to be removed immediately;
- 8.2 the good name of the Company and the iiaa Brands is maintained by the Stockist, both before and after the termination (for whatever reason) of the Agreement;
- 8.3 the sale of the iiaa Brands' products, equipment and/or treatments are conducted in the manner required by the Company and which preserves and promotes the superior reputation of the iiaa Brands' products, equipment and/or treatments as a bespoke beauty salon range;
- 8.4 tester products issued to the Stockist for marketing purposes are not sold as retail products to end users; and

8.5 Environ® and Advanced Nutrition Programme™ products, equipment and/or treatments are not described, on any media, as medicines or having any medicinal qualities or attributes, and nor shall any claims of therapeutic, permanent or far-reaching effects be made, including through testimonials from end users.

8.6 The iiaa Brands' products shall not be permitted to be included in bundled box sets with other third party brands unless prior written approval has been granted by the Company.

9. TRAINING COURSES

9.1 The Company shall make complimentary Training Courses available to the Stockist.

9.2 The Training Courses shall be supplied by the Company to the Stockist (or its employee, as relevant) virtually or in person.

9.3 Training Courses can be booked by the Stockist:

9.3.1 online via the automated booking system on the Company's website; or

9.3.2 by contacting the Company's training department by telephone at 020 8450 2020 ext 261 or by email at education@iiaa.eu.

9.4 Bookings can only be made using the methods set out in Condition 9.3. Each Booking is an offer by the Stockist to attend the Training Course specified in the Booking subject to these Conditions.

9.5 Acceptance of a Booking takes place when the Company sends the Stockist an email to accept it ("**Booking Confirmation**"), at which point and on which date the contract for supply of the relevant Training Course between the Stockist and the Company shall come into existence ("**Training Contract**") subject to these Conditions. The Training Contract shall relate only to the Training Course confirmed in the Booking Confirmation.

9.6 If the Company is unable to supply the Stockist with a Training Course for any reason, the Company shall inform the Stockist of this by email and the Company shall not process the booking.

9.7 On completion of a Training Course (and passing the exam relating to the Training Course, if relevant), the Company shall send the Stockist (or its employee, as relevant) a Training Certificate in respect of that Training Course by email. The pass mark for exams relating to Training Courses is 85%.

9.8 The Stockist may cancel the Training Contract online via the automated booking system on the Company's website or by contacting the Company's training department by email at education@iiaa.eu at any time prior to the cancellation deadline for the relevant Training Course as referred to in the table in Condition 9.10 ("**Cancellation Deadline**").

9.9 A notice of cancellation sent to the Company by the Stockist (as referred to in Condition 9.8) shall be effective from the date on which it is deemed received in accordance with Condition 17. For these purposes, a notice of cancellation sent via the automated booking system on the Company's website shall be treated as if it were sent by email.

9.10 If:

9.10.1 the Stockist cancels the Training Contract after the Cancellation Deadline for the relevant Training Course; or

9.10.2 the Stockist (or its employee, as relevant) fails to attend a Training Course in respect of which there is a Training Contract,

the Stockist shall pay the Company as liquidated damages the relevant cancellation fee referred to in the table below ("**Cancellation Fee**"):

Type of Training Course	Virtual or in person	Cancellation Deadline	Cancellation Fee
2 hour workshop	Virtual only	2 days prior to the start date	£40 plus VAT
0.5 day course	Virtual only	7 days prior to the start date	£60 plus VAT
1 day course	Virtual and in person	7 days prior to the start date	£85 plus VAT
3 day course	Virtual and in person	14 days prior to the start date	£149 plus VAT

9.11 The parties confirm that these liquidated damages are reasonable and proportionate to protect the Company's legitimate interest in performance.

9.12 On giving written notice to the Stockist, the Company shall be entitled to charge the Cancellation Fee to the Stockist's credit card, details of which are securely stored on the Stockist's account with the Company.

9.13 The Company reserves the right to vary the Cancellation Fees from time to time with immediate effect by giving written notice to the Stockist.

9.14 It is the responsibility of the Stockist to ensure that:

9.14.1 the terms of any Booking are complete and accurate;

9.14.2 the Stockist cooperates with the Company in all matters relating to the supply of the Training Course;

9.14.3 (if relevant) the Stockist's employee attends the Training Course; and

9.14.4 the Stockist provides the Company with such information and materials as the Company may reasonably require in order to supply the Training Course, and ensures that such information is complete and accurate in all material respects.

9.15 If the Company's ability to supply the Training Course is prevented or delayed by any failure of the Stockist to fulfil any obligation listed in Condition 9.14 ("**Stockist's Default**"):

9.15.1 the Company shall be entitled to suspend supply of the Training Course until the Stockist's Default is remedied, and to rely on the Stockist's Default to relieve the Company from the supply of the Training Course, in each case to the extent the Stockist's Default prevents or delays supply of the Training Course;

9.15.2 the Company shall not be responsible for any costs or losses the Stockist sustains or incurs arising directly or indirectly from the Company's failure or delay to supply the Training Course; and

- 9.15.3 it shall be the responsibility of the Stockist to reimburse the Company on written demand for any costs or losses the Company sustains or incurs arising directly or indirectly from the Stockist's Default.
- 9.16 Without limiting any of its other rights, the Company may:
- 9.16.1 suspend supply of a Training Course;
- 9.16.2 terminate the Training Contract; and/or
- 9.16.3 change the published date of a Training Course,
with immediate effect for any reason by giving written notice to the Stockist.
- 9.17 The Stockist shall ensure that:-
- 9.17.1 its employees attend, at the Stockist's cost, all the relevant Training Courses as may be required by the Company prior to opening an account with the Company and all refresher Training Courses as notified from time to time by the Company in writing; and
- 9.17.2 the iiaa Brands' products, equipment and/or treatments are only sold and made available to end users by persons holding current Training Certificates and strictly in accordance with guidelines issued by the Company from time to time.

10. LIMITATION OF LIABILITY AND INDEMNITY

- 10.1 Illustrations and specifications set out in the Company's sales literature are statements of opinion and form no part of the Agreement between the Company and the Stockist, and the Stockist shall procure that it forms no part of any agreement between the Stockist and its end users.
- 10.2 Subject to Condition 3.2 in relation to delivery, the Stockist shall give the Company written notice setting out details of any defect in the iiaa Brands' products, equipment and/or treatments no later than 10 clear business days after discovery, failing which the Company shall have no liability.
- 10.3 In the event of a valid claim, the Company is entitled at its option either to refund the invoiced value of the iiaa Brands' products, equipment and/or treatments supplied or to repair or replace them free of charge.
- 10.4 Except in respect of death or personal injury caused by the Company's negligence, to the extent permitted by law, the Company shall not be liable to the Stockist under these Conditions by reason of any representation, implied warranty, condition or other item or any duty at common law for any consequential or indirect loss of any kind, loss of sales or business, loss of profits, loss of agreements or contracts, any indirect or consequential loss or any other claims.
- 10.5 The Company shall not in any event be liable to the Stockist for any delay in performing any of the Company's obligations under these Conditions, if the delay is due to any cause beyond the Company's reasonable control.
- 10.6 The Stockist shall indemnify and keep the Company fully and effectively indemnified against all claims and liabilities, including without limitation, any claims from end users which the Company may suffer or incur, howsoever arising, out of any breach by the Stockist of these Conditions.

11. CANCELLATIONS OF PRODUCT ORDERS

Cancellations of product orders made by the Stockist shall only be accepted if made in writing by the Stockist and received by the Company prior to it having incurred any obligation to any of its suppliers and/or prior to it having been despatched to the Stockist.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Stockist shall have no rights over, or interest in, any intellectual property of any nature which relates to the iiaa Brands' products, equipment and/or treatments.

12.2 The words, logos and devices of the iiaa Brands are the intellectual property of Environ Skin Care Pty Limited ("**ESC**") (for Environ[®]), and the Company (for et al[®] and Advanced Nutrition Programme[™]) and may not be used by a Stockist to attract end-users unless the words "Authorised Stockist" are used in conjunction with the word, logo and/or device.

12.3 Each reference to and use of any of the trade marks relating to Environ[®], et al.[®], Advanced Nutrition Programme[™] and the Company must be as approved from time to time by the Company in writing and accompanied by an acknowledgement, in a form approved by the Company, that the mark is a trade mark (or registered trade mark) of ESC (for Environ[®]) or the Company (for et al[®] and Advanced Nutrition Programme[™]).

12.4 Any advertising by the Stockist of the iiaa Brands' products, equipment and/or treatments, including by way of the internet or mail order, is subject to the approval of the Company and shall include the words "authorised stockist of Environ[®], et al.[®] and/or Advanced Nutrition Programme[™]" (as the case may be).

12.5 Subject to the provisions of these Conditions, the Stockist shall have no entitlement to use the Company, Environ[®], et al.[®] or Advanced Nutrition Programme[™] names and/or any related logos.

12.6 The Stockist, in any event, shall not be entitled to use the Company, Environ[®], et al.[®] or Advanced Nutrition Programme[™] names and/or any related logos as part of the Stockist's business or trading name including but not limited to the naming of website pages, social media handles or any other publications.

12.7 Any intellectual property rights in or arising out of or in connection with the supply of the Training Courses, including but not limited to any training materials provided to the Stockist (or its employee, as relevant) on a Training Course ("**Training Materials**"), shall be owned by:

12.7.1 the Company;

12.7.2 Environ[®], in the case of Training Materials produced by Environ[®].

12.8 The Stockist shall not copy any Training Materials for any purpose.

13. DATA PROTECTION

13.1 The following definitions apply in this Condition 13:

13.1.1 "**Agreed Purposes**": as set out below:

- (a) communication with the Stockist (or its employee or consultant, as relevant) regarding available services (including Training Courses) and products;

- (b) communication with the Stockist (or its employee, as relevant) regarding the requirement to attend certain Training Courses (as necessary);
- (c) management and administration of the Company's business (including the supply of the Training Courses to the Stockist (or its employee, as relevant));
- (d) appointment of the Stockist under these Conditions; and
- (e) compliance with the Company's obligations and with applicable procedures, laws and regulations; and
- (f) processing the Stockist's payment for:
 - (i) the products, equipment and/or treatments supplied by the Company to that Stockist; and/or
 - (ii) Cancellation Fees in accordance with Condition 9.12.

13.1.2 **"controller", "processor", "data subject", "Information Commissioner", "personal data", "personal data breach" "processing" and "appropriate technical and organisational measures"**: as set out in the Data Protection Legislation.

13.1.3 **"Data Discloser"**: a party that discloses Shared Personal Data to the other party.

13.1.4 **"DPA 2018"**: Data Protection Act 2018.

13.1.5 **"Data Protection Legislation"**: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the DPA 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a party.

13.1.6 **"ICO"**: Information Commissioner's Office.

13.1.7 **"Permitted Recipients"**: (i) the parties to these Conditions, (ii) the employees and consultants of each party, (iii) the duly appointed advisers, representatives and/or bankers of each party, (iv) the franchisees, associates and/or affiliates of each party and (v) any third party engaged to perform obligations in connection with these Conditions.

13.1.8 **"Shared Personal Data"**: the personal data to be shared between the parties under these Conditions. The Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- (a) the name, address, email address, home and mobile telephone number and credit card details of the Stockist, where the Stockist is an individual; and
- (b) the name, address, email address, home and mobile telephone number and credit card details of an employee or consultant of the Stockist.

- 13.1.9 **"UK GDPR"**: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.
- 13.2 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Agreement with immediate effect. This Condition 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 13.3 This Condition 13 sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this Condition 13 as the **"Data Discloser"**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 13.4 Without prejudice to the generality of Condition 13.2, each party shall:
- 13.4.1 ensure that it has all necessary consents and notices and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes for the duration of the Agreement;
 - 13.4.2 give full information to any data subject whose personal data may be processed under these Conditions of the nature of such processing. This includes giving notice that, on the termination of the Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipient's, their successors and assignees;
 - 13.4.3 process the Shared Personal Data only for the Agreed Purposes;
 - 13.4.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - 13.4.5 ensure that all Permitted Recipients who have access to and/or process the Shared Personal Data are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by these Conditions;
 - 13.4.6 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
 - 13.4.7 not transfer any personal data received from the Data Discloser outside of the United Kingdom unless the transferor:
 - (a) complies with the provisions of Article 26 of the UK GDPR (in the event the third party is a joint controller); and
 - (b) ensures that (i) the transfer is to a country approved under the Data Protection Legislation by the Secretary of State for the UK or the ICO as providing adequate protection and sections 17A to 17C and section 18 of the DPA 2018 are fulfilled; (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

- 13.5 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- 13.5.1 consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - 13.5.2 promptly inform the other party about the receipt of any data subject access request;
 - 13.5.3 provide the other party with reasonable assistance in complying with any data subject rights request;
 - 13.5.4 not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
 - 13.5.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
 - 13.5.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - 13.5.7 at the written direction of the Data Discloser, use commercially reasonable endeavours to delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of the Agreement unless required by law to store the Shared Personal data;
 - 13.5.8 use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - 13.5.9 maintain complete and accurate records and information to demonstrate its compliance with this Condition 13; and
 - 13.5.10 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation.
- 13.6 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees, consultants or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this Condition 13 shall be subject to the limits set out in Condition 10.
- 13.7 The Stockist consents to the Company and/or its Permitted Recipients contacting a data subject whose personal data may be processed under these Conditions (including the Stockist himself/herself where the Stockist is an individual) in connection with the Agreed Purposes, where the legitimate ground relied on by the Company to process such personal data is consent.

14. **TERMINATION AND CONSEQUENCES**

- 14.1 The Company may terminate the Agreement at its sole option with or without notice, with or without reason and, in any event, may do so if the Stockist:
- 14.1.1 commits any material or persistent breach of any of these Conditions, and in the case of a non-material or persistent breach, fails to remedy the same (if capable of remedy);
 - 14.1.2 becomes insolvent, bankrupt or goes into liquidation (as appropriate);
 - 14.1.3 has a receiver, administrative receiver or administrator appointed over all or any of its assets; or
 - 14.1.4 ceases or threatens to cease its business.
- 14.2 Upon termination of the Agreement and without prejudice to any other rights arising, the Stockist shall immediately:
- 14.2.1 pay any sums due to the Company;
 - 14.2.2 cease using the iiaa Brands' trade names and/or related logos; and
 - 14.2.3 return to the Company all the iiaa Brands' merchandising material and any sales literature.
- 14.3 All conditions which are expressly (including Conditions 8.2 and 15) or impliedly stated to continue both before and after termination (for whatever reason) of the Agreement shall continue in full force and effect notwithstanding such termination.

15. **CONFIDENTIALITY**

- 15.1 The Stockist undertakes that it shall not at any time during the continuance of the Agreement and for a period of 5 years after termination of the Agreement, disclose to any person any confidential information concerning the business, affairs, clients or suppliers of the Company (including the Training Courses and Training Materials supplied by the Company), except as permitted by Condition 15.2.
- 15.2 The Stockist may disclose the Company's confidential information:
- 15.2.1 to its employees, consultants, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Conditions, and shall ensure that its employees, consultants, officers, representatives or advisers to whom it discloses the Company's confidential information comply with this Condition 15.2; and
 - 15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 The Stockist shall not use the Company's confidential information for any purpose other than to exercise rights and perform its obligations under or in connection with these Conditions.

16. **MISCELLANEOUS**

- 16.1 The waiver by the Company of any breach of any of these Conditions does not prevent the subsequent enforcement of these Conditions in full and shall not be deemed a waiver of any subsequent breach.

16.2 The Stockist is not entitled to assign, transfer or sublicense the benefit of or any of its obligations under these Conditions.

16.3 These Conditions and any guidelines and/or policies cannot be varied or waived except in writing and signed by a director of the Company and no other employee, agent or consultant of the Company has any authority to bind the Company to any affirmation, representation or warranty concerning the iiaa Brands' products, equipment and/or treatments.

17. **NOTICES**

17.1 Any notice which is required to be given to a party under these Conditions shall be in writing and shall be:

17.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

17.1.2 sent by email to customerservices@iiaa.eu in the case of the Company, and to the email address as notified to the Company by the Stockist for such purpose in the case of the Stockist.

17.2 Any notice shall be deemed to have been received:

17.2.1 if delivered by hand, at the time the notice is left at the proper address;

17.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the third business day after posting; or

17.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Condition 17.2.3, "business hours" means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

17.3 This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. **PROPER LAW, JURISDICTION AND THIRD PARTY RIGHTS**

These Conditions shall be governed by and construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts. These Conditions do not confer on any third party, including end users, any enforceable rights.

Appendix 1

1. INTERNET SALES, MARKETING AND MAIL ORDER

1.1 Introduction

1.1.1 The Stockist acknowledges that the iiaa Brands' products, equipment and/or treatments are a superior range of products, equipment and treatments with a superior image and reputation, and all Stockists are required to ensure that the highest possible quality of trained service and all proper care and attention is given to end users.

1.1.2 The Company recognises the importance of the internet as a means of trade, and welcomes the sale and marketing of the Environ[®], et al.[®] and Advanced Nutrition Programme[™] products, through the Stockist's own website. Where Stockists sell through their own websites, the Company requires that:

- (a) the superior image and reputation of the iiaa Brands' products are preserved; and
- (b) the Stockist has a physical salon location (as set out on the Application Form) that offers salon services or, if not, has the Company's prior consent to sell online.

1.2 Company Approval and Notification

1.2.1 The Stockist shall use only such advertising, promotional and selling methods and materials as comply with the criteria, terms and policies introduced, and as may be varied from time to time, by the Company. Any photographs or other illustrative materials must have been issued to the Stockist by the Company for use or have been created by or for the Stockist (and in respect of which the Stockist owns all copyright and rights of use).

1.2.2 Subject to paragraph 1.2.1 of this Appendix 1, the Stockist shall inform the Company immediately on it commencing the marketing or selling of the iiaa Brands' products, equipment and/or treatments through its website.

1.3 Description of Products

1.3.1 The Stockist shall not describe, on any media, Environ[®] and Advanced Nutrition Programme[™] products, equipment and/or treatments as medicines or having any medicinal qualities or attributes, and nor shall any claims of therapeutic, permanent or far reaching effects be made, including through testimonials from end users.

1.3.2 The Stockists shall ensure that the following statements (as appropriate) are prominently displayed on its website:

"Due to the active nature of the ingredients in certain Environ[®] products (including non-active ingredients which become active when combined with others), a consultation is required to establish the correct products for your skin"; and

"Advanced Nutrition Programme[™] products are not intended to diagnose, treat, cure or prevent any disease".

1.4 Website Use and Distance Selling

1.4.1 In relation to the iiaa Brands:

- (a) the Stockist shall exclusively own the website it uses to sell and market Environ[®], et al.[®] and Advanced Nutrition Programme[™] products and shall operate the website under its corporate or trading name;
- (b) the Stockist shall ensure that its website states prominently on its home page that the Stockist is an "authorised stockist of Environ[®], et al.[®] and/or Advanced Nutrition Programme[™]" (as appropriate), the Stockist's name (and trading name, if different), details of the proprietors of the Stockist, and the full postal address and telephone number of the Stockist's business premises;
- (c) the Stockist shall ensure that sales made through its website comply with all relevant laws and regulations and meet the legal rights of the consumer including compliance with the Consumer Protection (Distance Selling) Regulations 2000;
- (d) whilst the Stockist is free to choose, at its discretion, the prices at which it sells the products of Environ[®], et al.[®] and Advanced Nutrition Programme[™], the Stockist shall not devalue the brand (such assessment to be made by the Company) by low quality internet advertising which seeks to draw end users on the basis of wording relating to prices being low rather than on the quality of the product, equipment and/or treatment, including, for example, by using a strike through of the recommended retail price with its price next to it, or the use of phrases or internet tags such as "discounted", "cheapest", "lowest price", "save money", "best value" or similar;
- (e) the Stockist shall not use the word Environ[®], et al.[®] or Advanced Nutrition Programme[™] in its URL address, unless the express permission of the Company is granted, in writing, in advance of such use and the Stockist's website must not have the appearance that is operated by either Environ[®], et al.[®] or Advanced Nutrition Programme[™] directly;
- (f) the Stockist shall ensure that no Facebook, Twitter or other social network page carries the Environ[®], et al.[®] and/or Advanced Nutrition Programme[™] logos alone or gives the impression that it is the Environ[®], et al.[®] and/or Advanced Nutrition Programme[™] official page, and that the words "Authorised Stockist" are always linked to the logos; and
- (g) the Stockist shall not reproduce any pages from the Environ[®], et al.[®], Advanced Nutrition Programme[™] or the Company's websites, but may have a link to their websites, and any links must be to the landing page of that website and not to any of the other pages included in that website.

1.4.2 In relation to Environ[®] products being sold by Stockists on the internet:

- (a) all Environ[®] products may be displayed on websites and their prices shown;
- (b) as regards the sale of Environ[®] Products:
 - (i) due to the active nature of the ingredients in certain Environ[®] products (including non-active ingredients which become active

when combined with others), prior to the supply of products, the Stockist shall ensure that there is a person-to-person initial consultation and assessment of the end user's skin as well as follow-up consultations to introduce the step-up system and the auxiliary products, the Stockist being responsible for ensuring that the extent of the consultation is sufficient to remove the inherent risks in supplying products with active ingredients (alternatively the Stockist must obtain, and retain, proof from the end user that they have had such a consultation with another Stockist);

- (ii) in order to satisfy point (i), the Stockist shall ensure that the end user has completed a consultation form in the form supplied by the Company (available from the Company's Customer Services Department), such form to be filed at the Stockist's premises and be available on request by the Company;
- (iii) in the event of an end user reaction, Stockists shall be required to produce that end user's relevant consultation form, and any failure to do so shall absolve the Company of any liability in relation to such reaction, and liability shall have to be borne by the Stockist and the Stockist shall indemnify the Company in respect of any claim made by such end-user;
- (iv) orders can be placed via the internet which can be released for sale through a shopping basket facility. Stockists may only fulfil these orders to the extent that they are recommended Environ® products in line with the end users consultation form;
- (v) for further orders/re-orders, the end user should only be able to re-order products that have already been released to them by the Stockist so that, for further (new) products the end user shall need to re-consult with the Stockist and complete, or produce, a further consultation form (as above).

1.4.3 Any direct or indirect sales of iiaa Brands' products by the Stockist via any third party website such as eBay, Yahoo and Amazon or by any social media is not permitted.

1.5 **Exclusive Distributors**

1.5.1 The Stockist shall not actively seek to sell (including by way of direct or targeted marketing) the iiaa Brands' products to customers who reside in a country within the European Economic Area that is served by an exclusive distributor appointed by Environ Skin Care (Pty) Ltd ("**ESC**") in South Africa (for Environ®) or the Company in the UK (for et al.® and Advanced Nutrition Programme™).

1.5.2 The Stockist shall not sell (or seek to sell) the iiaa Brands' products to customers who reside in a country outside the European Economic Area that is served by an exclusive distributor appointed by ESC or IMC or the Company.

1.5.3 A list of the iiaa Brands' exclusive distributors is available on request from the Company.

1.6 **Company's Directions**

1.6.1 The Company reserves the right to issue, to a particular Stockist or to all Stockists generally, specific and lawful directions from time to time concerning

marketing, promotion and internet sales of Environ[®], et al.[®] and Advanced Nutrition Programme[™] products which shall be complied with.

1.6.2

In the event that the Company amends, varies or supplements the criteria in this Appendix 1 at any time, the Stockist shall make all relevant changes to their website and marketing materials, at their expense, in order to comply.

Appendix 2

Conditions of Business relating to the supply of Environ Medical and Surgical Roll-Cits and Environ Medical Focus-Cit

1. **ORDERS**

- 1.1 The Company shall supply the Environ Medical and Surgical Roll-Cits and Environ Medical Focus-Cit ("**Products**") to Stockists who operate (i) as dermatologists or other medical professionals or (ii) as trained licensed aestheticians and skin care professionals, in each case, as approved by the Company, and who have attended the relevant Training Courses and who hold current Training Certificates, and who offer individual consultations and services to end users from business premises in the United Kingdom, the Channel Islands or Ireland.
- 1.2 These Conditions, which shall be deemed to include the manual (relating to the Products, the treatments and procedures) issued by the Company to the Stockist (as amended from time to time) ("**Manual**"), shall prevail over the conditions of business of any Stockist.

2. **STOCKIST'S DUTIES**

The Stockist must:

- 2.1 provide treatments using the Products to end users in accordance with all applicable laws and regulations and guidelines issued by the Company from time to time (including those in the Manual);
- 2.2 before providing treatments using the Products to end users, (i) ensure that the end user completes the Medical Needling Consultation form, (ii) advise the end user (including, if appropriate, by obtaining the relevant licenses or other authorities) that the effectiveness of the Products and the related treatments (as referred to in the Manual) is not guaranteed and (iii) advise the end user of the warnings and contra indications of the Products and related treatments (as referred to in the Manual and the Medical Needling Consultation Form);
- 2.3 not supply an end user with any information or literature relating to the Products and related treatments other than that supplied by the Company to the Stockist;
- 2.4 procure that any member of its staff who provides treatments using the Products to end users has taken out insurance (as referenced in paragraph 3 of this Appendix 2) before providing such treatments to end users;
- 2.5 procure that the treatments using the Products are only provided to end users by staff who have attended the relevant Training Course and who hold current Training Certificates; and
- 2.6 ensure that all Collagen Stimulation Therapy ("**CST**") treatments are supervised by a qualified medical practitioner and that this practitioner's GMC/GDC/NMC number is quoted when ordering CST product from the Company.

3. **INSURANCE**

During the continuance of the Agreement and for a period of 6 years (or such other period as may be agreed by the Company in writing) after termination of the Agreement, the Stockist shall procure that each member of its staff providing treatments using the Products to end users shall maintain personal indemnity insurance with a reputable insurer for any and all liability (howsoever arising) for any claim brought by end users in respect of the provision of treatments using the

Products by that member of staff. The Stockist shall procure that the member of staff discloses all relevant information to the relevant insurer (including details of their qualifications, the depth of the needling and the use of topical anaesthetics (whether or not based on nanosomes)) and at all times complies with the terms and conditions of such insurance policy. The Stockist shall procure that the member of staff provides a copy of the policy and details of the cover (to include confirmation from the insurer as to the member of staff who is covered under the policy, their qualifications, the depth of the needling and the use of topical anaesthetics) to the Stockist and shall provide such copy and details of the cover to the Company on request.

Appendix 3

Conditions of Business relating to the supply of Environ TCA Peels

1. ORDERS

- 1.1 The Company shall supply the Environ TCA Peels ("**TCA Peels**") to Stockists who operate (i) as dermatologists or other medical professionals or (ii) as trained licensed aestheticians and skin care professionals, in each case, as approved by the Company, and who have attended the relevant Training Courses and who hold current Training Certificates, and who offer individual consultations and services to end users from business premises in the United Kingdom, the Channel Islands or Ireland.
- 1.2 These Conditions, which shall be deemed to include the manual (relating to the TCA Peels, the treatments and procedures) issued by the Company to the Stockist (as amended from time to time) ("**TCA Peels Manual**"), shall prevail over the conditions of business of any Stockist.

2. STOCKIST'S DUTIES

The Stockist must:

- 2.1 provide treatments using the TCA Peels to end users in accordance with all applicable laws and regulations and guidelines issued by the Company from time to time (including those in the TCA Peels Manual);
- 2.2 before providing treatments using the TCA Peels to end users, (i) advise the end user (including, if appropriate, by obtaining the relevant licenses or other authorities) that the effectiveness of the TCA Peels and the related treatments (as referred to in the TCA Peels Manual) is not guaranteed and (ii) advise the end user of the warnings and contra indications of the TCA Peels and related treatments (as referred to in the TCA Peels Manual);
- 2.3 not supply an end user with any information or literature relating to the TCA Peels and related treatments other than that supplied by the Company to the Stockist;
- 2.4 procure that any member of its staff who provides treatments using the TCA Peels to end users has taken out insurance (as referenced in paragraph 3 of this Appendix 3) before providing such treatments to end users; and
- 2.5 procure that the treatments using the TCA Peels are only provided to end users by staff who have attended the relevant Training Course and who hold current Training Certificates.

3. INSURANCE

During the continuance of the Agreement and for a period of 6 years (or such other period as may be agreed by the Company in writing) after termination of the Agreement, the Stockist shall procure that each member of its staff providing treatments using the TCA peels to end users shall maintain personal indemnity insurance with a reputable insurer for any and all liability (howsoever arising) for any claim brought by end users in respect of the provision of treatments using the TCA Peels by that member of staff. The Stockist shall procure that the member of staff discloses all relevant information to the relevant insurer (including details of their qualifications) and at all times complies with the terms and conditions of such insurance policy. The Stockist shall procure that the member of staff provides a copy of the policy and details of the cover (to include confirmation from the insurer as to the member of staff who is covered under the policy and their qualifications) to the Stockist and shall provide such copy and details of the cover to

the Company on request.