



## Terms & Conditions of Agreement:

GLO is engaged in the business of providing mobile spray tanning products and services, and Contractor desires to become a Distributor of GLO products and spray tanning techniques.

1. **Definitions.** “Products,” includes GLO brand spray tan equipment, tanning solutions, and related supplies and products. “Services,” includes the GLO approved techniques for providing mobile and on-site spray tanning, including any advice and/or instruction given. “Term,” the length of this Agreement, which is one (1) year, unless earlier terminated by GLO due to a default on the part of Contractor.
2. **Distributor.** GLO hereby appoints Contractor as a nonexclusive Distributor for GLO’s Products and Services. Contractor accepts such appointment. This legal relationship is that of an independent contractor—meaning, Contractor is **not** an employee of GLO.
3. **License and Term.** Contractor is hereby granted a limited, non-exclusive license to use Products and provide Services for the Term of this Agreement. For the entire Term, Contractor shall use its best efforts to promote/sell Products and shall distribute no tanning products or services except those of GLO. If Contractor fails to purchase and timely pay for Products, fails to perform Services in a safe/proper manner, or breaches any other provision of this Agreement, GLO can terminate the Agreement (10 days written notice).
4. **Pricing and Payment.** The price of Products shall be as set forth in GLO’s price list then in force with a required minimum of \$50.00 quarterly to be purchased. Contractor sets price of Services. Contractor shall pay a monthly \$49.95 License & Distributor “Fee” to be a GLO Distributor. Contractor’s Fee payment shall be by credit card, by the first of each month. After the Term, the agreement will auto-renew for another 12 month unless cancelled at least seven (7) days prior to the end of a 12 month term.
5. **Intellectual Property.** Contractor acknowledges that GLO retains exclusive ownership of all proprietary rights to the Products and Services, including but not limited to, all work product and all intellectual property rights. Contractor shall take no action contrary to GLO’s rights and shall keep confidential all information concerning GLO and its Products and Services.
6. **Training and Audit.** GLO at its cost, through in-person sessions, Skype and/or video, shall educate and train Contractor in the proper use of the Products and the proper/safe techniques for providing Services. GLO determines the duration of and method for training. GLO assumes no liability for the provision of Services by Contractor. GLO shall have the right to audit the books and records of Contractor, at GLO’s expense, to determine compliance with this Agreement—with 48-hour notice.
7. **Insurance.** Contractor shall maintain automobile liability insurance coverage on all vehicles used by Contractor incident to the Services and shall maintain general liability insurance coverage for provision of Services, both in coverage amounts suitable to GLO. In its discretion, GLO may waive the requirement of general liability insurance coverage. Contractor shall be responsible for complying with all laws/regulations in the state in which the Contractor does business including all federal and state taxes.
8. **Covenants. Non-Compete:** For two (2) years after the end of this Agreement, Contractor will not directly or indirectly engage in any business that competes with GLO. This shall apply to the geographical area within a 50-mile radius in which Contractor provided Services under this Agreement. **Non-Solicitation:** For two (2) years after the end of this Agreement, Contractor will not directly or indirectly solicit, induce, or attempt to induce any contractor, agent, or employee of GLO to terminate his or her contract with GLO.
9. **Injunction.** If Contractor violates the terms of this Agreement, irreparable harm will occur, and money damages will be insufficient to compensate GLO. GLO will be entitled to seek injunctive relief to enforce the terms of this Agreement. GLO shall have the right to collect from Contractor its reasonable costs, necessary disbursements, and attorney’s fees incurred in enforcing this Agreement. All notices and communications required or permitted by this Agreement shall be in writing.
10. **Indemnification.** To the maximum extent allowed by law, Contractor shall defend, indemnify, and hold harmless GLO and its agents, officers, and employees, from and against all claims of any kind that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of the Contractor, its subcontractor(s), or anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, except for damages caused solely by the negligence of GLO or its agents. Contractor shall at its own expense defend GLO and its agents, officers and employees with legal counsel reasonably acceptable to GLO. This provision shall remain in force despite termination of this Agreement (whether by expiration of the Term or otherwise).
11. **Assignment and Jurisdiction.** Without GLO’s prior written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Agreement. Unless GLO otherwise agrees in writing, the Contractor and all assigns shall be subject to all of GLO’s defenses and shall be liable for all of the Contractor’s duties that arise from this Agreement and all of GLO’s claims that arise from this Agreement. This Agreement shall be deemed made in Mecklenburg County, North Carolina, and this Agreement shall be governed by and construed in accordance with the laws of North Carolina.
12. **New Product Launches by GLO:** All licensed contractors are required to purchase a minimum of 6 units of the newly launched product from GLO at the date of launch to offer as retail to our end customers. Contractor payment shall be made by credit card

In Witness, the parties have executed this Contract through their respective duly authorized agents or officers.