



**Americas Beauty Marketplace
Information**

America’s Beauty Marketplace (ABM) would like to have _____ agree to participate on the ABS Marketplace.

America’s Beauty Marketplace is intended to provide a one-stop shopping opportunity for our CCA Members and non-member professionals providing them with:

- Access to a large and growing amount of Professional Products
- Special Product Offerings
- Virtual Shopping Events
- New Product Launches
- Links to Product Learning and Educational Videos
- Shipping & Handling - \$15.00
 - CCA Members Only: \$0.00 on all orders over \$60.00

Periodic Promotion...Free Shipping!

Americas’ Beauty Marketplace is intended to provide Sellers with:

- Access to our CCA Member Network
- Special Marketing Opportunities on all of our Digital Platforms

America’s Beauty Marketplace will also host Virtual Shopping Events offering special incentives for your participation.

In order to participate in the America’s Beauty Marketplace, you must first agree to the (a) America’s Beauty Marketplace Terms & Conditions and (b) Commission Fee Schedule, both of which are attached herein. You must also pay the Initial Registration Fee detailed in the Commission Rate Schedule.

_____ I have read and reviewed America’s Beauty Marketplace Terms & Conditions and agree to the terms and conditions herein.

Marketplace Key Contacts			
Company Name	Company Contact	Contact email	Contact Phone
CCA Operations	John Petroff	John.petroff@americasbeautyshow.com	(312) 321-6809 ext. 108
Sales Associate			
Integration Team			
iBeAuthentic	Jori Shampo	jshampo@ibeauthentic.com	(906) 424-4706
Vendor Contact			

*If Contact Information should change for the Vendor at any point, a new Contract must be submitted and signed.

America's Beauty Marketplace
Commission Fee Schedule

Startup Fee \$1,500 []
Annual Fee \$1,000 []

Commission Schedule:
A **15 %** commission on all sales, not including Shipping & Handling or Sales Tax, will be deducted from the Vendor Invoice.
Payment to the Vendor will be made within 15 days of receipt of the Invoice.

Shipping & Handling Fee:
CC Members will receive Free Shipping on all orders that exceed \$60.00; all orders under \$60.00 will include a \$15.00 Shipping & Handling Fee.
Non-CC Member Orders will include a \$15.00 Shipping & Handling Fee.

Credit Card Fees:
A **3 %** Credit Card Fee will be deducted on each sale.

_____ I have read and reviewed America's Beauty Marketplace Commission Fee Schedule and agree to the terms and conditions herein.

Banking Information

Bank Name: _____

Account Number: _____

Routing Number: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
		<p>2 Business name/disregarded entity name, if different from above</p>	
		<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) * _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) * _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
		<p>6 City, state, and ZIP code</p>	
		<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-			-			

or

Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person *	Date *
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

America's Beauty Marketplace
Terms & Conditions

By registering to sell on America's Beauty Marketplace ("ABM") and any related Chicago Cosmetologists Association, Inc. ("CCA") websites and applications owned or operated by or on behalf of ABM and CCA (collectively, the "Websites"), you as an individual, or the company on behalf of which you are registering, (referred to herein as "Seller") agree to be bound by these ABM Terms and Conditions (collectively, with any Attachments or Appendices, the "Agreement"), which are by and between America's Beauty Marketplace, Inc. ("ABM") and Seller (each, a "Party" and collectively, the "Parties"). This Agreement is effective as of the date Seller pays the Initial Registration Fee and otherwise accepts the Agreement (the "Effective Date"). Capitalized terms not defined in this Agreement will have the meanings given to them in Appendix A.

I) ABM'S RESPONSIBILITIES.

- A. Websites Hosting and Maintenance. ABM will be responsible for all operating functions of the Websites. ABM will facilitate the sale, lease or other financing of Seller's Merchandise to Users through Seller Merchandise Listings on the Website.
- B. User Orders and Payment. ABM will process User Orders (as defined in Section II.C.1) and collect all amounts due from Users for Merchandise ordered from Seller through the Websites. Thereafter, within fifteen (15) days after receipt of an invoice from Seller, ABM will remit such amounts, less any amounts owed to ABM by Seller, by electronic funds transfer to the bank account identified by Seller to ABM on the Portal. Seller hereby appoints ABM as an agent of Seller for the sole and express purpose of receiving payments from Users for Seller's Merchandise sold on the Websites. Seller acknowledges that, as between Seller and a User who purchases Merchandise from Seller, ABM's receipt of funds from the User is deemed the receipt of funds by Seller.
- C. Merchandise Listings. Within 30 days of receiving Merchandise Listing Information specified by ABM needed to create a Merchandise Listing as set forth in Appendix B, ABM will use reasonable efforts to create, Merchandise Listings for all Merchandise Seller intends to sell on the Websites.

II) SELLER'S RESPONSIBILITIES.

- A. Enrollment. Seller will provide the information requested on the Portal, and agrees to update such information promptly.
- B. Merchandise Listings. Seller will provide requested Merchandise Listing Information to allow ABM to create a Merchandise Listings via the Portal for all Merchandise it intends to sell on the Websites.
 - 1. Merchandise Pricing. Seller is responsible to establish prices for its Merchandise.
 - Suggested Salon Pricing
 - a. Most Favorable, Best Pricing or Equivalent Pricing. Seller will maintain parity between the Merchandise and identical merchandise offered

through Seller's other sales distribution channels, including Seller's own website(s). Seller agrees to do its best to maintain price parity on third party websites and will do so within 120 days of notice from ABM. For avoidance of doubt, the term 'parity' as used herein means that sales prices, product quality (including quality assurances), and shipping and handling charges associated with a Merchandise Listing (including any 'low price' guarantees, rebates, free or discounted shipping and handling, or other benefits) are equivalent to those associated with identical Merchandise offered by Seller on the ABS Website.

- b. Seller Pricing Errors. If Seller provides incorrect pricing information to ABM that price will be the final sale price on all sales received on the ABM site
 - c. Seller will be responsible to verify all pricing once a product is listed on the ABS website.
 2. Prohibited Merchandise. Unless otherwise expressly permitted in writing by ABM, Seller will not promote, offer for sale, or provide ABM with Merchandise Listings that (a) contain any Prohibited Merchandise, (b) promote or engage in any deceptive trade practice (including spoofing, slamming, cramming, phishing, attempting to scam or defraud a User into surrendering private and/or personal information); or (c) promote or engage in any other illegal activity.
 3. Permits and Licenses; Taxes. Seller will, at its own expense, obtain all permits and licenses required to operate its business in accordance with Applicable Law, and will pay and discharge all applicable taxes and assessments which may be due for selling or offering of its Merchandise for sale on or through the Websites. It is Seller's responsibility to determine the states in which it has an obligation to collect and remit state and local sales and use taxes ("Taxes"). Seller will promptly notify ABM of the states for which ABM should collect Taxes by affirmatively selecting the applicable states in the Seller's business account profile in the Portal. ABM will pay over the Taxes collected from the online purchaser directly to the Seller and Seller will be solely responsible for remitting the tax to the applicable taxing jurisdiction, except in states where ABM, as the marketplace platform provider, is either required by law or elects to remit taxes directly to the state on behalf of seller. If a taxing authority requires ABM to pay any of Seller's taxes, Seller will promptly reimburse ABM for the amounts paid. Seller acknowledges and agrees that ABM does not provide tax advice, and that Seller is solely responsible for determining the applicability and accuracy of any tax data.
- C. Shipping. Seller is responsible for all aspects of shipping, including providing adequate packaging, tagging, labeling and packing of the Merchandise in compliance with the Seller Specifications and Applicable Law.
 1. Process. When Seller receives notice of an order from a User (a "User Order") at the e-mail address specified by Seller in the Portal, Seller will process and fulfill the User Order in compliance with the Seller Shipping and Delivery Policy, and will make the Merchandise requested in a User Order ("Requested Merchandise") available for pick up by a common carrier to deliver to the applicable User. Seller will not substitute any item(s) for the Requested Merchandise. Title to and risk of

loss of and/or damage to the Requested Merchandise will remain with Seller until delivery to the User. ABM will not have title to, or deemed the legal owner of, any Merchandise at any time under the terms of this Agreement. Seller may not include any marketing, promotional materials, or any other solicitations with the Requested Merchandise shipped to Users.

2. **Overdue Orders.** ABM may cancel any User Order that fails for any reason to ship within the applicable shipping period indicated in the Seller Specifications, and ABM will have no duty to compensate Seller for any such cancelled orders. It is Seller's responsibility to monitor all orders and ensure all shipments are made within the timeframes indicated in the Seller Specifications.
 3. **Delivery Errors, Non-conformities.** Seller is responsible for any non-delivery, delivery error, mistake, theft or act in connection with the fulfillment and delivery of its Merchandise, except to the extent caused by ABM's failure to properly process a User's address verification in the course of the purchase of the Merchandise.
 4. **Additional Delivery Services.** With the written consent of ABM, Seller may provide more extensive shipping services, such as delivery within User premises, and/or installation services for Merchandise sold pursuant to this Agreement. In such case, Seller (a) will maintain general liability insurance, vehicle insurance, and worker's compensation insurance in such amounts set forth in the Marketplace Vendor Guide and (b) will not permit any of its Personnel or subcontractors to enter the premises or residences of Users until they have passed the drug testing and background check requirements specified in the Marketplace Vendor Guide.
- D. **User Service Issues.** Seller will resolve all User service issues arising from, or in connection with Seller's promotion, sale, order fulfillment and/or delivery of Merchandise. ABM will direct Users who contact it with service issues related to Merchandise sold pursuant to this Agreement to contact Seller via the contact information Seller has provided in the Portal. If Seller fails to respond to User service issues, or requests from ABM related to same, ABM may take any actions necessary to ensure compliance. In the event that ABM believes in its sole discretion that a transaction represents fraudulent activity, ABM may, but is not obligated to, prohibit the transaction. ABM will not be liable to Seller for any such action results in or prevents a User from completing an order or causes a User to cancel an order.
- E. **Chargebacks.** If ABM notifies Seller of a User chargeback or chargebacks received due to non-delivery, or other dispute related to Seller's transactions, Seller must present ABM with all information requested in the chargeback notification within five (10) business days of receiving notice. If Seller fails to comply with ABM's request, Seller will reimburse ABM for the User chargeback(s) in accordance with the settlement and payment terms herein. Notwithstanding the other provisions of this paragraph, Seller will not be responsible for chargebacks due to (a) theft and/or unauthorized use of a third party's credit card information for which ABM is responsible (except to the extent such theft and/or unauthorized use is attributable to Seller), and (b) non-delivery due to ABM's failure to send the order information to Seller.

- F. Seller Marketing; Restrictions; Prohibition on use of User Information. Seller (or any of its affiliates or related parties) may not directly or indirectly disclose or use any User information or other transaction information, except as necessary to fulfill its fulfillment and customer service obligations under this Agreement. Seller may not use any User information for any of its own marketing or promotional activities. To the extent Seller obtains User information outside of its relationship with ABM or the Websites, the terms of this section will not prevent Sellers from using such User information, provided that Seller may not explicitly target Users on the basis of their purchases or presence on the Websites.
- G. Refunds; Returned Merchandise. Seller agrees to honor the ABM return policy. The Seller Return Policy must (i) apply to all Merchandise, (ii) outline the process for Users to return the Merchandise directly to Seller, and. Seller agrees to honor all User returns in accordance with the Seller Return Policy published at the time of the User's purchase of Merchandise.
- H. Recalled Merchandise; Defective Merchandise. Seller will immediately notify ABM of any recalls affecting the Merchandise it has listed on ABM Marketplace. Notwithstanding the foregoing Seller is responsible for all defective or recalled Merchandise, including any costs associated with recalls of its Merchandise, all liability related to its Merchandise (regardless of whether such Merchandise is defective), and will bear all costs associated in notifying Users and handling such recalls of its Merchandise.

III) FEES AND COMMISSIONS.

- A. Commissions. Seller will pay commissions to ABM according to the “Commission Rate Schedule”, which is subject to change. Any revised Commission rates are effective as of the date posted.
- B. Right of Recoupment and Set-off. ABM and Seller acknowledge and agree that ABM has the right to recoup or set-off any payments owed to Seller by the amount of any, commission payments, Seller obligations owed according to the defense and indemnity terms herein, and any other monetary obligations owing by Seller to ABM. Any remaining outstanding funds due to ABM after recoupment or set-off will be paid by Seller promptly upon demand by ABM. ABM may obtain reimbursement of any amounts owed by Seller to ABM by deducting from future payments owed to Seller, reversing any credits to Seller's account, charging Seller's credit card, or seeking such reimbursement from Seller by any other lawful means. Seller hereby authorizes ABM to use any or all of the foregoing methods to seek reimbursement, including the debiting of Seller credit card or bank account. ABM and Seller acknowledge and agree that ABM may hold any payments owed to Seller, or funds in the possession or control of ABM, upon the termination of the Seller's account for a period of 90 days from the date of termination, or a longer period if ABM in its sole discretion determines that a longer period is needed to determine the extent of Seller's monetary obligations to ABM, and ABM shall not be liable for any damages, including but not limited to interest, related to such holding of Seller funds.

IV) INTELLECTUAL PROPERTY.

- A. Grant of License by ABM. ABM hereby grants to Seller a non-exclusive, revocable, non-transferable license to promote and sell Merchandise on or through the Websites to Users, subject to the terms of this Agreement.
- B. Grant of License by Seller. Seller hereby grants to ABM a royalty-free, non-exclusive, irrevocable, perpetual, worldwide, royalty-free, right to use and to reproduce, modify, display, distribute, perform, re-format, create derivative works of or otherwise commercially or non-commercially exploit in any manner the Seller Content and Merchandise Listings; provided however that nothing in this Agreement will restrict ABM's right to use the Seller Content to the extent such use is allowable without a license from Seller under Applicable Law.
- C. Intellectual Property Rights. All right, title and interest in and to the Websites, and all data collected or stored in connection with the Websites, and all IP Rights associated with any of the foregoing, will at all times remain the exclusive property of ABM and except as expressly provided herein, nothing will be construed as conferring on Seller any license to ABM's IP Rights, whether by estoppel, implication or otherwise. If Seller is deemed to have any ownership interest or rights in any of the foregoing, or any part thereof, then Seller will assign, and Seller does hereby assign, all of such ownership interest and rights to ABM, including all Seller IP Rights therein. All rights not expressly granted herein are reserved to ABM.
- D. Ownership of Content. ABM and Seller each agree and acknowledge that, as between ABM and Seller, Seller owns all Seller Content and Seller Marks, subject to the License granted herein.

V) TERM AND TERMINATION.

- A. Term. The term of this Agreement will commence on the Effective Date, and will continue in effect until such time as revised by CA, or terminated by either Party in accordance with the notice and termination requirements set forth below (the "Term").
- B. Termination. Seller may terminate this Agreement at any time upon ten (10) business days' notice to ABM, in which case Seller will process and fulfill all open orders until the termination is effective. ABM may terminate this Agreement (i) at any time upon notice to Seller; or (ii) if ABM determines in its discretion that Seller has breached any term of this Agreement, immediately, including the right to cancel all open User orders for the Merchandise, and to remove all of Seller's Merchandise Listings from the Websites.
- C. Survival. Any termination of this Agreement will be without prejudice to the rights of either Party against the other in respect of any antecedent claim or breach of any of the provisions of this Agreement. Any obligations of the Parties relating to limitations on liability, confidentiality and indemnification, as well as any other obligations under this Agreement that by their nature are intended to survive, including any payment or User services obligation in connection with the sale of Merchandise hereunder, will survive termination of this Agreement.

VI) REPRESENTATIONS AND WARRANTIES.

- A. Mutual. Each Party represents and warrants that: it has the authority to enter into the Agreement and to perform the acts required of it; and the execution of this Agreement by each Party, and the performance by such Party of its obligations and duties, does not and will not violate any other agreement to which such Party is otherwise bound.
- B. Seller. Seller further represents and warrants that:
1. The Merchandise Listings and all information and Seller Content provided to ABM is accurate, complete, current, and is not misleading or deceptive in any manner;
 2. The publication, reproduction, display, modification, distribution or transmission of Seller Content or a Merchandise Listing does and will not (a) infringe, misuse, dilute, misappropriate, or otherwise violate any intellectual property rights of third parties, including copyright, patent, trademark, trade secret, domain name, right of publicity, or confidentiality or other proprietary rights (b) contain defamatory or discriminatory content, (c) constitute an invasion of a party's rights of privacy or publicity; and/or (d) reflect unfavorably on ABM and/or the Websites;
 3. Seller will at all times fully comply with Applicable Law, including but not limited to applicable privacy laws and any laws that restrict product sales.
 4. Seller will include in Merchandise Listings all disclosures, text, images, disclaimers, warnings, notices, labels, warranties, or other content associated with the Merchandise as required by Applicable Law;
 5. All Merchandise sold pursuant to this Agreement is not subject to any health, safety or product quality recall;
 6. Seller will perform all of its obligations hereunder in a professional and commercially reasonable manner, in accordance with generally accepted industry standards;
 7. Seller will maintain at a minimum such product liability insurance coverage limits, general liability, vehicle, and worker's compensation coverage limits as required by Applicable Law to operate its business;
 8. All information or data uploaded or transmitted by or on behalf of Seller to the Portal, Websites, or any other ABM website, application, or system, or to a User is free from any virus, worm, defect, Trojan horse, software bomb or other feature designed to damage or degrade in any manner the performance of the Portal, Websites, any other ABM website, application, or system. Seller will not use the Websites to violate the security of, or gain unauthorized access to, any computer or computer network or other device or system (including unauthorized attempts to discover passwords or security encryption codes to use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Websites, collect any information about other Users (including usernames and/or email addresses); or to reformat or frame any portion of the Websites), or use the Websites and/or any other Seller Content, intentionally or unintentionally, to violate any Applicable Law.
 9. All Merchandise Listings shall comply with all Applicable Law (including all federal and state regulations). Merchandise Listings for Merchandise must provide all

text, images, disclaimers, warnings, notices, labels, warranties, or other content as required by Applicable Law.

VII) DISCLAIMER OF WARRANTIES.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ABM MAKES NO WARRANTIES AND HEREBY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED WITH REGARD TO THE WEBSITES, ANY SERVICES, AND/OR INFORMATION, PRODUCTS OR SERVICES AVAILABLE THROUGH ANY LINKS THEREON, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. THE WEBSITES ARE PROVIDED BY ABM ON AN "AS IS" AND "AS AVAILABLE" BASIS AND SELLER'S USE OF THE WEBSITE IS SOLELY AT SELLER'S OWN RISK. ABM DOES NOT WARRANT THAT SELLER'S USE OF THE WEBSITES WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE, NOR DOES ABM MAKE ANY WARRANTY OR GUARANTEE WITH REGARD TO RESULTS THAT MAY BE OBTAINED BY USE OF THE WEBSITES, OR THE SALE OF ANY MERCHANDISE ITEMS BY SELLER TO USERS THEREON, OR ANY SERVICES PROVIDED BY ABM TO SELLER IN CONNECTION THEREWITH, INCLUDING ANY WARRANTY WITH RESPECT ANY MERCHANDISE LISTING OR ANY RESULTS SELLER MAY OBTAIN UNDER THIS AGREEMENT. THE FUNCTIONALITY PROVIDED BY THE WEBSITES OR ABM, OR ITS DESIGNEES' SERVERS IS NOT AN ARCHIVE; SELLER IS SOLELY RESPONSIBLE FOR MAINTAINING INDEPENDENT ARCHIVAL AND BACKUP COPIES OF ALL INFORMATION, INCLUDING SELLER CONTENT PROVIDED TO ABM.

VIII) LIMITATION OF LIABILITY.

IN NO EVENT WILL ABM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING LOST PROFITS OR REVENUES, OR HARM TO BUSINESS), EVEN IF IT HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ABM'S LIABILITY UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) BE GREATER THAN THE LESSER OF (I) \$1000 US DOLLARS OR (II) THE TOTAL FEES PAID BY SELLER TO ABM IN THE THIRTY (30) DAYS PRIOR TO THE DATE ON WHICH ANY SUCH CLAIM AROSE.

IX) DEFENSE AND INDEMNIFICATION.

- A. **Obligation.** Seller will defend, and indemnify and hold harmless the ABM Parties from and against all third-party Liabilities, whether actual or alleged (even though such allegations may be false, fraudulent or groundless), arising out of or relating to any of the following (collectively, the "Claims"): (i) infringement, misuse, dilution, misappropriation, or other violation of any intellectual property rights of third parties, including copyright, patent, trademark, trade secret, domain name, right of publicity, or confidentiality or other proprietary rights; (ii) death of or injury to any person, damage to any property, or any

other damage or loss, by whomsoever suffered, resulting or claimed to result in whole or in part from any latent or patent defect in Merchandise, including improper manufacture, construction, assembly, installation, repair, display, packaging, service or design of Merchandise, failure of Merchandise to comply with any specification or samples or with any express or implied warranties of Seller, or any claim of strict liability in tort relating to Merchandise; (iii) any violation by Seller (or its affiliates, or their respective Personnel of each of them) in the manufacture, construction, assembly, installation, repair, display, packaging, possession, service, design, use, delivery, offer or sale of Merchandise ("Production or Sale") of any Applicable Law of the United States, its territories or any other country in which the Production or Sale of Merchandise took place; (iv) the publication of Seller Content and product information Seller supplies to ABM to display in Merchandise Listings; (v) the packaging, tagging, labeling, packing, shipping, delivery and invoicing of Merchandise; (vi) failure to warn or to provide adequate warnings or instructions in the use, assembly, service or installation of Merchandise; (vii) the packaging, labeling or advertising claims made by Seller; (viii) the display, assembly or installation of Merchandise, (ix) the assertion by a third party of a security interest, right of replevin, or other legal interest created by a factoring or other credit arrangement in any amount due Seller under a vendor agreement; (x) a breach of any of the Seller's representations and warranties contained herein; or (x) Taxes or the collection, payment or failure to collect or pay Taxes. Notwithstanding the provisions of this Paragraph, Seller will not be liable for damage to third parties to the extent such damage was solely and proximately caused by the negligence or willful misconduct of any Indemnified Party.

- B. Process. In performing its obligations under Section IX.A, Seller will retain defense counsel satisfactory to ABM and will, from time to time, provide reports, consult with ABM's Personnel in conducting the defense of the Claims and otherwise cooperate fully with the reasonable requests of ABM; provided that only with respect to claims arising under Section IX.A.(i) above, ABM may, at its election and at any time, take control of the defense and investigation of said Claims and employ attorneys and other consultants, investigators and experts of its own choice to manage and defend any such Claims at the cost and expense of Seller. In any case in which Seller's indemnity obligation set forth in Section IX.A is not enforceable under Applicable Law and in which any Indemnified Party and Seller are found to be liable to a third party with respect to Merchandise, then ABM and Seller will each contribute to the payment of any judgment awarded in favor of such third party in proportion to the comparative degree of culpability of the Indemnified Parties and Seller.
- C. Independent Obligation. The obligations of Seller to defend, indemnify, and hold harmless the Indemnified Parties under this Agreement are independent of each other and any other obligation of the Parties herein.
- D. Settlement. Seller may settle, without ABM's consent, Claims if the only obligation under such settlement is the payment of monies by Seller and such settlement provides for a full release of Seller and the Indemnified Parties. All other settlements, including any that would create obligations of (or restrictions upon) the Indemnified Parties or restrictions upon the sale (or disposition) of the Merchandise, will require ABM's prior written consent.

- E. Insurance Requirements. Seller will maintain at a minimum such product liability insurance coverage limits as defined in the ABM Marketplace Vendor Information Guide, available through the Portal. Such policy must provide that the coverage thereunder will not be terminated without at least thirty (30) days prior written notice to ABM.

X) CONFIDENTIALITY.

- A. Definition and Obligations. “Confidential Information” means any and all technical or business data or information furnished, in whatever form or medium, by ABM regardless of whether marked or identified as “Confidential,” including Confidential Personal Information (as defined below), the terms of this Agreement, and the operations and technology to be utilized in connection with the Portal and Websites. Seller agrees to: (i) treat as confidential, and preserve the confidentiality of all Confidential Information and not disclose it to any third party; (ii) use the Confidential Information solely for the purposes of this Agreement; and (iii) not copy such Confidential Information unless authorized by ABM.
- B. Treatment of Confidential Information. The obligations with respect to Confidential Information will not apply to any information that: (i) is already in Seller's possession, as shown by documentation and without obligation of confidentiality; (ii) without action or fault on Seller's part, is or becomes publicly available; or (iii) Seller has obtained from a third person without breach by such third person of an obligation of confidence. Seller must promptly return or destroy all Confidential Information at ABM’s request.
- C. Confidential Personal Information. In addition to the obligations related to Confidential Information, additional obligations apply to Confidential Personal Information. All information related to Users, including names, addresses, telephone numbers, account numbers, and demographic, financial and transaction information is “Confidential Personal Information.” Seller will not duplicate or incorporate the Confidential Personal Information into its own records or databases. Seller will restrict disclosure of Confidential Personal Information to its employees who have a need to know such information to perform under this Agreement. Seller is liable for any unauthorized disclosure or use of Confidential Personal Information by any of its employees. Except as necessary to fulfill its Customer Service obligations herein, Seller will not disclose the Confidential Personal Information to any third party, including any affiliate or subsidiary of Seller, permitted subcontractor, or other representative without the prior written consent of ABM. Unless otherwise prohibited by law, Seller will: (i) immediately notify ABM of any legal process served on Seller for the purpose of obtaining Confidential Personal Information; and (ii) permit ABM adequate time to exercise its legal options to prohibit or limit such disclosure. Seller will notify ABM promptly upon the discovery of the loss, unauthorized disclosure or unauthorized use of the Confidential Personal Information and agrees to indemnify and hold ABM harmless for such loss, unauthorized disclosure or unauthorized use of Confidential Personal Information, including attorneys' fees.
- D. No Publicity. Without limiting the foregoing, Seller will not disclose the existence or terms of this Agreement or any other information regarding Seller's sale of Merchandise on the

Websites, in any advertising, promotional or sales activity, publicity release, or other public communication without ABM's prior written consent and approval in each instance. ABM has the right to review and approve any press release, marketing materials or related content that mentions ABM.

- E. PCI Compliance. Seller acknowledges that to the extent it receives any User credit card data in connection with the Agreement, Seller is responsible for the security of the credit card data it receives and will comply with current Payment Card Industry ("PCI") Data Security Standards (as updated by the PCI from time to time). In the event of a data breach of a User's credit card information involving Seller or Seller's IT system environment, Seller will immediately notify ABM and cooperate fully with ABM and/or industry/government officials in a review and/or forensic investigation of Seller's system environment and/or processes.

XI) MISCELLANEOUS.

- A. Use of Subcontractors. Seller may use subcontractors in its performance under this Agreement, provided that (i) Seller's subcontractors will be required to adhere to the terms of the Agreement and (ii) Seller will be fully responsible for the acts and omissions of its subcontractors. ABM may require Seller to cease use of any subcontractor for any reason, and may immediately suspend Seller's Merchandise Listings on the Websites, or terminate this Agreement in the event Seller refuses to comply with any such request from ABM. Seller acknowledges and agrees that ABM may use subcontractors or third-parties to perform its obligations hereunder, including but not limited to ABM's responsibilities identified in Section I.
- B. Force Majeure. Neither Party will be liable to the other for any failure to perform its obligations under this Agreement to the extent such failure is due to war, riots, embargoes, strikes or other concerted acts of workers, casualties, accidents or other causes to the extent that such failure and the consequences thereof are reasonably beyond the control and without the fault or negligence of the Party claiming excuse.
- C. Invalidity; Waiver. No finding that any part of this Agreement is invalid will affect the remaining portions of this Agreement. Seller may not assign or transfer any of its rights or obligations under this Agreement without written consent from ABM. Any such attempted assignment or transfer will be void, and ABM may immediately terminate this Agreement without liability. The waiver by any Party of a breach of any provision of this Agreement by the other Party, will not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement, nor will any delay or omission by either Party to exercise or enforce any right or remedy hereunder operate as a waiver of any right or remedy.
- D. Notice:
 - 1. Unless otherwise noted in the Agreement, ABM will provide notices to Seller at the address, email address, or fax number provided by Seller to ABM at the time of enrollment.
 - 2. Seller must send all notices to ABM through the Portal.

- E. Construction. This Agreement, the policies and procedures communicated to Seller, and the Marketplace Vendor Guide, govern Seller's use of the Websites to sell Merchandise to Users. ABM may modify the terms and conditions of this Agreement, the Marketplace Vendor Guide, or its policies and/or procedures at any time by posting changes on the Portal. Seller's continued access and use of the Websites after such posting will be construed as Seller's acceptance of such modifications made by ABM. It is Seller's responsibility to monitor the terms and conditions of this Agreement for changes from time to time. In some cases, ABM may, but is not obligated to, provide Seller with notice of any changes to these Terms and Conditions. All notices provided by ABM through the Portal, or any communications by email, fax, or any other form of electronic communications by and between the Parties will satisfy any legal requirement that such communications be in writing. In this Agreement, "include," "includes," and "including" are inclusive and mean, respectively, "include without limitation," "includes without limitation," and "including without limitation."
- F. Governing Law. This Agreement will be construed and enforced in accordance with the internal laws of the State of Illinois, without regard to its conflict of law principles. Seller and ABM agree that the state and/or federal courts located in Cook County, Illinois are the proper and exclusive venue for any dispute concerning this Agreement, and hereby consent to such court's personal and subject matter jurisdiction thereof.
- G. Relationship of Parties. The Parties to this Agreement are independent contractors, and no other relationship will be implied from this Agreement. Nothing contained in or done pursuant to this Agreement will be construed as creating a partnership, agency, or joint venture, and neither Party will become bound by any representation, statement, or act of the other Party. Seller is responsible for all expenses necessary to fulfill its obligations under this Agreement.

APPENDIX A

DEFINITIONS

1. "Account" means Seller's Marketplace account, which is accessible through the Portal.
2. "Agreement" has the meaning given in the preamble.
3. "Applicable Law" means all requirements of federal, state, or other jurisdictional laws, regulations, ordinances, and administration orders and rules of the United States, its territories, and all other countries in which the Merchandise is produced, sold, or delivered.
4. "Confidential Information" has the meaning given in Section X.A.
5. "Confidential Personal Information" has the meaning given in Section X.C.
6. "Claims" has the meaning given it in Section IX.A.
7. "Effective Date" has the meaning given in the preamble.
8. "Indemnified Party" has the meaning given in Section IX.A.
9. "IP Rights" means all intellectual property rights which now or hereafter exist throughout the universe, whether conferred by operation of law, contract, or license, including rights of authorship, including copyrights, moral rights and mask-works, marks, cosmetic

designs, ornamental appearance and trade dress, trade secret rights, inventions, and technology (whether patentable or not and whether or not reduced to practice), confidential information (as defined herein), software and databases, rights of publicity, patents, designs, algorithms, and other industrial property rights, and “rental” rights and rights to remuneration;

10. “Marketplace Vendor Guide” means the ABM Marketplace Vendor Information Guide, which contains additional policies and procedures for doing business via ABM Marketplace, and has been made available to Seller via the Portal, and may be amended from time to time by ABM.
11. “Liabilities” means all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever (including reasonable attorneys' fees) asserted in any claim, action, lawsuit or proceeding.
12. “Merchandise” means the goods, offers and services Seller markets and lists for sale to Users on the Websites.
13. “Merchandise Listings” means the offers created for display on the Websites related to the sale of the Merchandise.
14. “Party” and “Parties” have the meaning given to them in the preamble.
15. “Personnel” means a Party's employees, agents, officers, directors, or others action on behalf of the Party.
16. “Portal” means the online interface by which Seller accesses its Marketplace account, communicates with ABM, uploads its Seller Content and Merchandise Listings, manages its User Orders, and other such activities related to this Agreement.
17. “Prohibited Merchandise” means the items and categories listed on americasbeautyshow.com as updated by ABM from time to time.
18. “Provider Parties” means Providers and all of their past, present and future parents, subsidiaries, affiliates, directors, officers, and employees.
19. “ABM” has the meaning given in the preamble.
20. “ABM Marks” means all ABM’s domestic and foreign trademarks, service marks, trade names, registrations and applications to register the foregoing, logos, and domain names.
21. “ABM Parties” means ABM and all of its past, present and future parents, subsidiaries, affiliates, directors, officers, and employees.
22. “Seller” has the meaning given in the preamble.
23. “Seller Content” means all images, videos, text, Merchandise descriptions, and Merchandise-related data uploaded by Seller to create its Merchandise Listings.
24. “Seller Marks” means all of Seller's domestic and foreign trademarks, service marks, trade names, registrations and applications to register the foregoing, logos, and domain names.
25. “Seller Shipping and Delivery Policy” means the policy loaded by Seller into the Seller Portal, in compliance with the Terms of this Agreement.
26. “Seller Specifications” means all information related to order fulfillment, shipping times, and merchandise returns, as may be designated by ABM, or by Seller, if applicable, via the Portal, and relating to Seller's Merchandise.
27. “Taxes” has the meaning given in Section II.B.3.
28. “User” means any user or customer accessing the Websites, or placing or receiving any order for Merchandise via the Websites.

29. "User Order" has the meaning given in Section II.C.1.
30. "Websites" has the meaning given in the preamble.

APPENDIX B

MERCHANDISE LISTING INFORMATION

- A. Seller will not list any Merchandise it does not currently have in stock.
- B. Seller will provide any text, images, disclaimers, warnings, notices, labels, warranties, or other content required by Applicable Law, to be displayed in connection with the offer, merchandising, advertising or sale of Merchandise.
- C. Seller will provide Merchandise Listing Information that is accurate, complete, current, and is not misleading or deceptive in any manner;
- D. Technical Specifications
 - 1. See graph below.

AMERICA'S BEAUTY MARKETPLACE

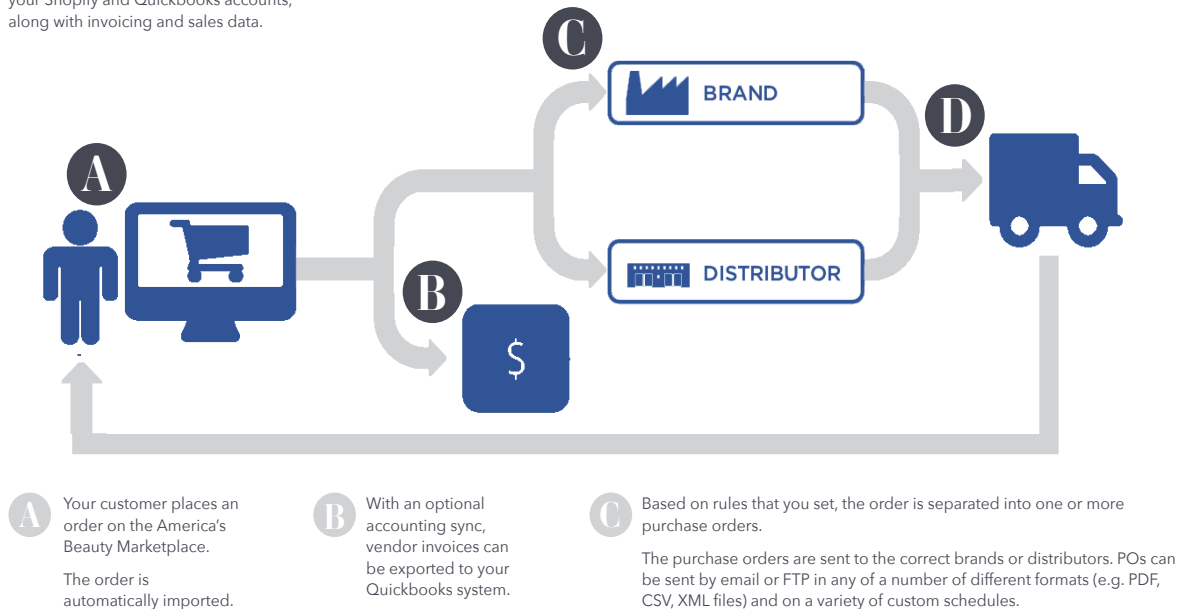
On the backend, purchases are managed by their respective providers.

Orders, shipments, tracking information, and accounting is synced automatically to your Shopify and Quickbooks accounts, along with invoicing and sales data.

D Once a purchase order is received, your Vendor Portal is used to confirm the PO, send you a message about the order, or download a branded packing slip that has been customized with your logo and policies.

After the purchase order ships, the brand or distributor enters tracking information. Tracking information can be automatically retrieved if the order was shipped on your UPS or FedEx account.

The tracking number is submitted to your cart software to indicate that that part of the order has shipped.



- E. Returns and Warranties
 - Return Policy

- If you need to return a product, please contact Customer Care at *(800) 648-2505* or email us for the appropriate return procedure. Returns are accepted on sellable, unopened, unused products within 30 days of purchase with the original packing slip or invoice.

- Returns by Mail
 - Customers returning products by mail will be responsible for all costs related to the return process. Your refund minus shipping and handling will be credited back to your original payment method once the return has been received and processed.

- Non-Returnable Product
 - The following types of product are not accepted for return:
 - Product that has been defaced or altered in any way may not be returned. This includes but is not limited to: price tags, stickers or other markings made with pen or marker.
 - Discontinued Product or product in discontinued packaging may not be returned.
 - Product that is branded or packaged as seasonal/holiday may not be returned.
 - For an exchange or refund to be processed, these items must be returned with the merchandise with which they were ordered. Promotional and free items may not be returned by themselves.

Authorized Vendor Signature Date

America's beauty Marketplace Personnel Date

Authorized Vendor Name (Printed) Date

Authorized Vendor Title