

SALON AFFILIATE PROGRAM AGREEMENT

This Salon Affiliate Program Agreement (this “Agreement”) is entered into between Turbo Ion, Inc. dba CROC, a California corporation with its principal place of business at 6800 8th Street, Buena Park, CA 90620 (“Turbo Ion”) and You, the Salon Affiliate utilizing the www.croc24.com website affiliate service (“You,” “Your,” “Affiliate” or “Salon”), collectively referred to as the “Parties”.

By registering and signing up for the Salon Affiliate Program (“Affiliate Program”) on www.croc24.com, You agree to the following terms of Turbo Ion’s Affiliate Program.

Section A. Enrollment as an Affiliate

To become an Affiliate through the www.croc24.com website, you must submit your CROC Salon Affiliate Application Form (“Application Form”) found on the www.crocusa.com website. Upon completion of your Application Form, Turbo Ion, in its sole discretion, may accept or reject your application. Any rights granted to an Affiliate are non-exclusive.

Section B. Affiliate Defined/Terms of Participation

The Affiliate Program is a sales referral program that allows you to become an “Affiliate” of Turbo Ion to grow your salon and help sell CROC Branded Products on www.croc24.com. To earn a commission, your client, customer, family or friend must use your unique salon referral coupon code (“Salon Code”) when purchasing CROC Branded Products on www.croc24.com. All commissions are limited to sales received with the Affiliate’s Salon Code on the www.croc24.com website.

A Salon may only have one (1) account in the Affiliate Program.

To participate in the Affiliate Program, you must be legally organized entity in one of the 50 states in the USA.

Section C. Compensation/Referral Fees/Commission

Salon acknowledges that Turbo Ion reserves the right, in its sole discretion, to change all compensation/referral fees/commission without notice. Specifically, Turbo Ion may change its referral fees/commission from time to time without notice to the Salon.

1. ***Salon Discount Coupon Code.*** Turbo Ion shall provide Salon with the Salon Discount Coupon Code (“Salon Discount”). This Salon Discount will give the Salon thirty percent (30%) off the Salon’s online order on regular priced products. The Salon acknowledges that the Salon Discount does not apply to any products on sale. **Salon also agrees to not share the Salon Discount with any third party.** The Salon Discount’s purpose is to support the Salon in outfitting its stylists with CROC Branded Products. The Salon Discount may not be used for resale purposes and/or promotional incentives to Salon’s clients.
2. ***Salon Referral Coupon Code.*** Turbo Ion shall provide Salon with a unique Salon Referral Code that may be given to third parties to buy CROC Branded Products on www.croc24.com. Third Parties means friends, customers, colleagues, associates, clients and any other individual/entity. Turbo Ion shall compensate Salon thirty percent (30%) for each order received with the Salon Referral Code on www.croc24.com. Turbo Ion will provide Salon with a specialized URL link containing the Salon’s Referral Code to be used on Salon’s social media accounts and websites.
3. ***Compensation/Commission Schedule.*** Pursuant to the terms and conditions of this Agreement and in consideration of payment received for the sale of CROC Branded Products on www.croc24.com with Salon’s

Referral Code, Turbo Ion shall send the compensation to Salon by check thirty (30) days after the end of each quarter annually. The first Quarter ends on March 31 each year, the Second quarter ends on June 30 each year, the Third quarter ends on September 30 each year, and the Fourth quarter ends on December 31 each year. Hence, checks will be mailed to Salon on **April 30, July 31, October 31 and January 30** each year. Turbo Ion reserves the right to change the Compensation/Commission schedule from time to time.

Section D. Compensation/ Commission Terms and Conditions

1. ***Refunded/Cancelled or “Zero” Orders.*** Turbo Ion will only pay commissions to Salon on monies actually received by Turbo Ion with Salon’s Referral Code on www.croc24.com. Commissions will not be paid to Salon for refunds, cancelled orders or “Zero” balance orders. In the event that Salon received a commission on a sale refunded, cancelled or “Zero” balance orders, Turbo Ion will deduct the commission received from your commission amount in the current Quarter.
2. ***Prohibited Behavior.***
 - a. **Unauthorized Use of Salon Discount.** As described above, Salon is prohibited from disclosing his/her Salon Discount to third parties. Only authorized Salons determined by Turbo Ion may receive the Salon Discount. Salon agrees that the Salon Discount shall only be used by the Salon for personal use to provide the Salon’s stylists with CROC Branded products. Salon may not use Salon Discount for resale and/or promotional incentives.
 - b. **Unauthorized Promises/Incentives on Behalf of Turbo Ion.** Salon is prohibited from making false representations with regards to Turbo Ion discounts/policies/incentives.
 - c. **Spamming.** Salon is prohibited from posting its Salon Discount Code on any of Turbo Ion websites to promote personal sales and commissions. All solicitation shall be done separate and apart from Turbo Ion. Salon represents that solicitations will be made according to Federal and State laws.

In the event Salon violates **2. Prohibited behavior** described above, Turbo Ion may immediately terminate Salon’s participation in the Affiliate Program.

3. ***Acknowledgement & Acceptance of Turbo Ion Warranties & Policies.*** Salon accepts and acknowledges Turbo Ion’s Warranty Policies and all other policies enforced by Turbo Ion. All Warranty information and Policies can be found on Turbo Ion’s websites: www.croc24.com , www.crocusa.com and www.turboion.com. In addition, Salon shall make reasonable efforts to become knowledgeable of all Turbo Ion Policies such that Salon does not make misrepresentations in regards to Turbo Ion products and procedures.

Section E. Rights and Interests in Trademarks and other related Intellectual Property

Salon acknowledges that the Trademarks “Turbo Ion,” “Croc,” other related Trademarks, Copyrights, Patents and Intellectual Property (the “IP”) are the owned solely and exclusively by Turbo Ion. Salon shall not seek or obtain any registration of the IP in any name or participate directly or indirectly in such registration anywhere in the world.

Section F. Limited License

Turbo Ion grants Salon a *nonexclusive, revocable* right to use certain image(s)/graphic(s) and text(s) provided by Turbo Ion in writing, solely for the purpose of identifying your site as an Turbo Ion Affiliate as described above. Salon is prohibited from using such image(s)/graphic(s) and text(s) in an offline promotion or other offline manner. Salon is also

prohibited from modifying the image(s)/graphic(s), text(s), any other image(s), trade names, trademark, and all other intellectual property rights. Turbo Ion may revoke this license at any time by giving Salon written notice of the revocation.

Section G. No Publicity

Salon may not issue any press release with respect to this Agreement or in participation in the Affiliate Program. Turbo Ion will provide Salon with a small graphic image that identifies its site as an Affiliate Program participant. Turbo Ion reserves the right to modify any text or graphic provided to Salon. Salon agrees not to misrepresent or embellish the relationship between Salon and Turbo Ion, or express or imply any relationship or affiliation between Turbo Ion and Salon or any other person unless expressly permitted by this Agreement.

Section H. Independent Contractor

In this Agreement, Salon shall be considered an independent contractor. Therefore, nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties. Salon will have no authority to make or accept offers, promotions, advertisement or to make representations on behalf of Turbo Ion. As an Independent Contractor, Salon is responsible and fully liable for any tax consequences derived from the receipt of a Commission under this Agreement and will indemnify and hold Turbo Ion harmless for any lack of compliance with tax obligations related to any commission that Salon receives.

Section I. Salon's Website

Salon will be solely responsible for the development, operation and maintenance of its website and for all materials that appear on its site.

Section J. Compliance with Laws

As a condition of your participation in the program, Salon agrees that as an affiliate, he/she will comply with all laws, ordinance, rules, regulations, orders, licenses, permits, judgments, decision or other requirements of any governmental authority that has jurisdiction over you, whether those laws are now in effect or later come into effect during the time you are participating in the Affiliate Program. Without limiting the foregoing obligation, Salon agrees that as a condition of participating in the Affiliate Program, Salon will comply with all applicable laws (federal, state or otherwise) that govern online marketing and email, including without limitation, the Children's Online Privacy Protection Act (COPRA), the CAN-SPAM Act of 2003, and the Americans with Disabilities Act.

Section K. Termination

Either Party may terminate this Agreement for any reason at any time. In the event of termination, any compensation that is owed to Salon will be mailed to you in accordance with the terms described in **Section C**. Upon termination of this Agreement for any reason, Salon will immediately cease use of, and remove from Salon's site, all links, graphics, texts, trademarks, trade dress, logos, and all other materials provided by or on behalf of Turbo Ion in connection with this Agreement and participation of the Affiliate Program.

Section L. Representations and Warranties

Turbo Ion makes no warranties or representations to Salon of any kind, express or implied, with respect to Salon's relationship with Turbo Ion. Turbo Ion expressly disclaims any implied warranty of merchantability or fitness of this Affiliate Program for a particular purpose. Turbo Ion makes no representation that the

operation of Turbo Ion's www.croc24.com website will be uninterrupted or error-free, and Turbo Ion will not be liable for the consequences of any interruptions or errors. Turbo Ion shall not be liable for any damages suffered by Salon, whether direct or indirect, special, incidental, exemplary, or consequential, damages or any loss of revenue or profits regardless of cause or fault in connection with this Agreement and the Affiliate Program. If Turbo Ion is deemed to have any liability, our aggregate liability arising out of this Agreement and the Affiliate Program will not exceed the total commission paid to Salon annually.

Section M. Indemnification

Salon agrees to indemnify and hold Turbo Ion, its affiliates, officers, directors and employees harmless from any claim, action, demand, loss, or damages (including attorneys' fees) arising out of Salon's website, this Agreement and the Affiliate Program.

Section N. Amendment

Turbo may amend the terms and conditions of this Agreement at any time. Any change will be posted on Turbo Ion's website. Salon's continued participation in the Affiliate Program will constitute binding acceptance of any change. If Salon does not agree with any changes implemented by Turbo Ion, Salon may terminate this Agreement.

Section O. Assignment

This Agreement is personal to the Salon. Salon may not assign his/her rights under this Agreement without prior written consent from Turbo Ion. Turbo Ion may assign this Agreement at any time for any reason.

Section P. Notification of Account Changes

Salon agrees to provide Turbo Ion with accurate and updated information relating to Salon's participation in the Affiliate Program and information that Turbo Ion deems necessary or desirable. Salon agrees to notify Turbo Ion of any name, address, email address, telephone number, billing information etc. changes.

Section Q. Notices

All notices given pursuant to this Agreement shall be in writing and may be delivered, to the parties at the physical address or email address provided to Turbo Ion by the Salon.

Section R. Arbitration

Any dispute relating in any way to this Agreement (including actual or alleged breach hereof), any transactions or activities under this Agreement or Salon's relationship with Turbo Ion shall be submitted to a confidential arbitration in Los Angeles, California, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of California or any other court of competent jurisdiction. Salon consents to the non-exclusive jurisdiction and venue in state and federal courts in the state of California. Arbitration under this Agreement shall be conducted under the commercial rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent

permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Section S. Governing Law

This Agreement shall be governed by the laws of the State of California.

Section T. Miscellaneous

If any dispute over the meaning, interpretation, valid or enforceability of this Agreement of any its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against any party by virtue of its having drafted any portion of this Agreement. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision. This Agreement contains the entire understanding of the Parties, and there are no representations, warranties, promises or undertaking other than those contained herein. This Agreement supersedes and cancels all previous agreements between the Parties.