

Confidential Information. Any written, printed, graphic, electronically, or magnetically recorded information furnished by one party to the other shall remain the sole property of the disclosing party. The receiving party will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with disclosing party's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Stylist's employees, agents, and contractors. On termination of this Agreement, Stylist will return any confidential information in her possession to Client. Client is aware that confidentiality may not apply in situations where records are subpoenaed.

Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party.
- (b) Stylist sale of the business.
- (c) Death of either party.
- (d) Assignment of this Agreement by either party without the consent of the other party.

Termination for Breach. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Client's failure to pay Stylist any compensation due within 30 days after written demand for payment.
- (b) Stylist's failure to complete the services specified in Paragraph 2.1.
- (c) Stylist's material breach of any representation or agreement contained in this Agreement.
- (d) Client's material breach of any representation or agreement contained in this Agreement.

Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

Liability. Except in the event of: (i) the willful misconduct of a party, (ii) a parties' breach of its obligations of confidentiality above and (iii) the parties' respective indemnity obligations under Paragraph 8.2 below; in no event will either party be liable to the other party for any special, consequential, exemplary or incidental damages, including, but not limited to, lost profits, loss of use, loss of time, inconvenience, lost business opportunities, damage to good will or reputation, and costs of cover, regardless of whether such liability is based on breach of contract, tort, strict liability or otherwise, and even if advised of the possibility of such damages or such damages could have been reasonably foreseen. Subject to the Client's obligation to pay the fees to the Stylist, each party's entire aggregate liability for any claims relating to the services or this agreement shall not exceed the fees paid or payable by the Client to the Stylist under this agreement in the 12 month period immediately preceding the events giving rise to such liability. This section shall survive the termination of the agreement.

Indemnification. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold the other party and its affiliates and their respective officers, directors, employees and agents

harmless from and against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of the Indemnifying Party's (i) gross negligence or willful misconduct or (ii) its material breach of any of the terms of this Agreement. The Indemnifying Party's liability under this Section shall be reduced proportionally to the extent that any act or omission of the other Party, or its employees or agents, contributed to such liability. The party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement of the Indemnifying Party, and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim.

Arbitration. Should any dispute arise as to the interpretation of any term or provision of this Agreement, the issue shall be decided by arbitration. The arbitration proceeding shall be conducted under the applicable rules of the American Arbitration Association in Greensboro. If such organization ceases to exist, the arbitration shall be conducted by its successor, or by a similar arbitration organization, at the time a demand for arbitration is made. The decision of the arbitrator shall be final and binding on both parties. The prevailing party shall be entitled to recover from the other party its or her own expenses for the arbitrator's fee, attorney's fees and travel expenses, expert testimony, and travel expenses of experts, and for all other expenses of presenting its or her case.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflicts of laws principles.

Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including labor disputes, civil commotion, war, riot, act or threat of terrorism (both foreign and domestic), fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics, epidemics, local disease outbreaks, public health emergencies, or acts of God, in which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each Party shall use reasonable efforts to notify the other party of the occurrence of such an event within three (3) business days of its occurrence.

Waiver; Rights Cumulative. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by the waiving party. The failure of either party to enforce any provision of this Agreement shall not be interpreted as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. The rights and remedies of the parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.