

SOTHYS U.S.A, Inc.
Guidelines for Sales to Retailers

Sothys U.S.A. Inc. is the exclusive importer and distributor to retailers in the United States of America for Sothys products. Our product line is designed and positioned to be sold in connection with high-end skin care services, typically at spas or day spas, with professional products provided for the use by qualified skin care professionals and consumer products provided so that patrons may derive the full ongoing benefits of the Sothys after having been advised by a qualified esthetician. Our policies, practices and procedures are all designed to help assure a consistent image and reputation for Sothys, its products, and the skin care professionals who provide them. We have thus adopted the following current guidelines and reserve the right to modify them at any time:

1. Sothys U.S.A. reserves the right to accept or reject any and all orders submitted to us by resellers, in our full discretion. All sales are on the terms and conditions set forth from time to time on our website (www.sothys-usa.com) and in effect as of the date of our acceptance of the relevant orders and our acceptance and fulfillment of orders shall not be deemed an express or implied acceptance of any additional or conflicting terms set forth on any purchase order or other document submitted to us.

2. Professional products are sold only for direct use at U.S. facilities operated by those who purchase directly from us and customer products are sold only for retail sale by U.S. resellers who purchase directly from us. Sothys products sold by Sothys U.S.A., either professional or retail products, are designed to meet regulations and laws applicable in the United States of America to cosmetic products. Sothys U.S.A. is not responsible to ensure that such products meet requirements applicable in other countries. Resellers are not authorized to export Sothys products or otherwise sell or deliver Sothys products to customers located outside the United States of America. Sothys U.S.A. draws attention that any export, sale or delivery of Sothys products to customers located outside the United States of America will entail potential liability and prosecution of the concerned reseller for any loss, claim or damage resulting therefrom. Sothys U.S.A. does not have the right or power to authorize any such exports.

3. While our customers are free to sell our products at any prices they so choose, hard discounting is strongly discouraged and we reserve the right to reject orders and to cancel pending orders from resellers who we believe are unduly discounting prices or who are reselling products to other resellers or retailers.

4. We will not sell to resellers who do not maintain a facility at which services using Sothys products are provided by a skin care specialist who is licensed to provide such services by the appropriate agency of the state in which the facility is located. Facilities must be maintained to a standard consistent with the quality and reputation of Sothys products. We reserve the right to inspect facilities and to request documentation of any business or professional licenses we believe are required by our policies.

5. Mail order and internet sales should be an adjunct to sales to consumers visiting retail stores and should not be the primary business of our resellers. We reserve the right not to sell products to resellers whose mail order and internet sales appear to be insufficiently related to the operation

of their primary physical retail location. The website selling Sothys products must be owned by the customer that buys the product from us, and operated by that customer's trade name or service mark. No website may use the word "Sothys" or any other Sothys mark to refer to its business or to any product other than a product labeled by Sothys with that mark. No Sothys products may be sold over any third-party website, such as eBay, Yahoo, Bidz.com Amazon.com or the like. Sothys products displayed on websites must be current, updated and conform to the products on sale at resellers' retail stores. We strongly recommend that Sothys products should be sold solely to customers who already know the product, as we believe in the importance of the esthetician's advice prior to the purchase of the product.

6. Advertising of Sothys products must maintain a presentation standard that complies with their image of prestige and excellence and must be done with the corresponding picture and instructions. Any use of Sothys pictures must be done exclusively in connection with Sothys products and beauty care, in the strict compliance with their limits of use mentioned by our marketing department (marketing@sothys-usa.com) and with the relating copyright. To that effect, when using Sothys' pictures in connection with the advertising of Sothys products, retailers are not authorized to use pictures other than the ones appearing on line on our website (www.sothys-usa.com).

7. We will not discuss any conditions of acceptance related to this policy, as it will not be altered for any reseller. In addition, we neither solicit, nor will we accept, any assurance of compliance with these standards. Nothing in these standards shall constitute an agreement between us and any retailer that the retailer will comply with the standards. Our sales personnel have no authority to modify or grant exceptions to these standards.