

ACKNOWLEDGEMENT AND RELEASE

ADDENDUM

THIS Acknowledgement & Release Addendum is incorporated and made part of the Formulation Agreement entered into between Spa de Soleil ("Spa") and Company Name _____ ("OEM").

1.0 PRODUCT FORMULATION, LABELLING AND CLAIMS

In preparing products for production, OEM may provide Spa with OEM's product formulation, label designs, label content, or product claims. Conversely, Spa may offer to provide OEM with Spa's product formulation, label designs, label content, or product claims. Regardless of which party provides the product formulation, label designs, label content, or product claims, OEM is solely responsible for proofing and approving all product formulations, label designs, label content, or product claims prior to production.

2.0 LEGAL COMPLIANCE

OEM is solely responsible for ensuring that the products and all product formulations, label designs, label content, or product claims are in compliance with all applicable laws and regulations including FDA and State registration, product approvals, and labelling requirements.

3.0 PRODUCT TESTING

OEM is solely responsible for complying with any applicable federal, state, or foreign nation laws or regulations that require product to be evaluated during or after production to ensure that product conforms to formula and is free of all hazards. Such testing may include product/batch validation, product/container stability, product/container compatibility, and RIPT sensitivity testing.

4.0 RELEASE

OEM acknowledges and agrees that it has sole responsibility for product testing and for proofing, approving, and ensuring legal compliance of all product formulations, label designs, label content, or product claims. OEM releases Spa from all liability arising from or in connection with any product formulation, required or voluntary product registration, regulatory approval, product labeling, product claims or OEM's failure to identify hazards or non-conformities by conducting adequate testing of the products during or after production. OEM understands and agrees that in no event shall Spa be liable to OEM for any direct, indirect, special or consequential damages or lost profits, related to or arising from or in connection with any product formulations, label designs, label content, product claims, or OEM's failure to identify hazards or non-conformities by conducting adequate testing of the products during or after production.

5.0 INDEMNITY

OEM, to the fullest extent permitted by law, hereby agrees to pay, defend, indemnify and hold Spa harmless from any and all claims, demands, causes of action, damages, losses, costs, expenses, or government regulatory action or inquiry resulting from or arising in connection with product formulations, label designs, label content, or product claims or OEM's failure to identify hazards or non-conformities by conducting adequate testing of the products during or after production.

IN WITNESS WHEREOF, the parties have caused this Acknowledgement and Release Addendum to be executed and made part of the Formulation Agreement by their duly authorized representatives as of the date first set forth in the Formulation Agreement.

SPA

BY:

DATED: _____

OEM

BY:

DATED: _____