



Saloncard.com Loyalty & Rewards Program Agreement

Gentlemans Barber Club, LLC
323 Mill Street
Bristol, Pa. 19007

Saloncard.com Point of Sale (POS), Loyalty, & Gift Card Program Agreement

This Agreement, by and between Gentleman's Barber Club, LLC, (hereinafter "GBC") having its principal place of business at 323 Mill Street, Bristol, Penna. 19007 and our Salon Partner (hereinafter "Client") in connection with the Client's participation in the Saloncard.com Point of Sale (POS), Loyalty, & Gift Card Program.

Saloncard.com develops web-based software solution for the Professional Beauty Industry. The software provides the Client with real-time, on-line access to the software system and their customers with an up-to-date status of their membership, rewards points, etc.

The Saloncard.com Point of Sale (POS), Loyalty, & Gift Card Program is designed whereby salon customers can be rewarded for frequent purchases of products and services at their participating hair salon, day spa, nail salon, tanning salon or barbershop (hereinafter "salon"). When salon customer's signup for their in-store rewards membership, they can earn reward points with each purchase of products or services.

Participation Highlights

Saloncard.com will provide you with a complete system of services including:

- » An on-line directory listing highlighting the Client's business.
- » Provide tracking for your salon's loyalty points program.
- » Manage your salon's customer database for marketing and promotions.
- » Provide your salon with detailed monthly activity reporting.

System Requirements

- » A computer connected to the web, equipped with a web browser.
- » Internet connection: DSL, Cable or dial-up 56Kb.
- » Windows Operating Systems: Windows 98 or superior.
- » Card reader: Magnetic or barcode reader is optional, but recommended.
- » Printer: Optional, but recommended.
- » Active commercial checking account or business credit card, in good standing, for all billing fees.

Terms of Agreement:

1. The Client can conduct an incentive program designed to specify which products and/or services will be entered into the Loyalty Software & Rewards program, how the program will be administered and the calculation for the reward point's threshold.
2. GBC reserves the right, in its sole and absolute discretion, to approve all companies who participate in the Saloncard.com Point of Sale (POS), Loyalty, & Gift Card Program. Current participation is limited to U.S. based companies only. Such approval or non-approval by GBC shall be made within ten (10) business days of information being submitted to GBC by the Client. It is anticipated that any non-approval of the proposed Client by GBC shall be for improper or negative business uses.
3. Nothing contained in this agreement herein shall be deemed to create an association, partnership, joint venture or relationship of principal and agent or master and servant between the parties hereto or any affiliates or subsidiaries thereof, or to provide their party with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of the other party.

4. GBC's confidential information shall mean any information identified in writing or orally as confidential. The Client shall reveal confidential information only to employees who need to know this information. During the time of active participation and for a period of three years after termination, the Client and its employees shall maintain all confidential information and not release any information to a third party.

5. The Client will indemnify, defend and hold harmless GBC, its subsidiaries and affiliates, their officers, directors, agents and employees from and against any and all claims, losses, damages, suits, judgments, costs and expenses (including litigation costs and reasonable attorneys fees) arising out of or relating to Client's performance, nonperformance, or improper performance of the provisions of this agreement in connection with Client's incentive program, including without limitation any claim by a program participant of Client's breach, violation or failure to comply with Client's incentive program. GBC will indemnify Client from and against any and all damages, claims, and losses resulting from GBC's breach or alleged breach of any warranty or representation under this agreement from any claim arising from use of this program.

6. The Client shall cooperate with all reasonable requests of GBC concerning any investigation and/or prosecution of anyone engaging in or suspected of engaging in the abuse or fraud of the Point of Sale (POS), Loyalty, & Gift Card Program including, but not limited to, assisting GBC in verifying a program participant's customer membership status and cooperating with any civil or criminal prosecution.

7. GBC may suspend or cancel the Point of Sale (POS), Loyalty, & Gift Card Program or the Client's participation in the Saloncard.com Point of Sale (POS), Loyalty, & Gift Card Program at any time upon notification. In such event, the Client shall promptly return to GBC all gift cards, loyalty cards, marketing materials and any other equipment.

8. The Client shall, within ten (10) days of agreement to sell business to a new party or business, whether in writing or orally, notify GBC, in writing via return receipt, of the pending sale, and Client shall forthwith return to GBC all unused gift cards, loyalty cards, and other equipment and materials provided to Client by GBC for promotional or other use. Client hereby expressly acknowledges that the gift cards, loyalty cards, and other equipment and materials are at all times the property of GBC and that GBC at all times retains full and complete ownership of such items. Upon Client's notice of sale of its business or GBC's demand for return of its property, Client shall not sell any further gift cards or loyalty cards.

9. Client may terminate this contract by giving GBC thirty (30) days written notice and returning all unused gift cards, loyalty cards, and other equipment and materials to GBC.

10. All rules, regulations, terms, and conditions established might be modified from time to time, by GBC, in its sole discretion, which shall govern the Loyalty Software & Rewards Program. GBC reserves the right to change the terms and conditions of the Point of Sale (POS), Loyalty, & Gift Card Program and will notify clients, in advance, of these changes.

11. This agreement constitutes the entire agreement between the Client and GBC with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, if any, whether written or oral, relating to such subject matter. This agreement shall not be effective or enforceable until accepted and executed by each party. No modifications, amendments or waiver of this agreement or any of its terms shall be effective or binding unless made in writing and signed by the other party to be bound thereby.

This agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania. You must read, agree with and accept all of the terms and conditions contained in this agreement before you become a member. If you do not agree to be bound by the terms and conditions of this agreement, please do not use our services.

Note: GBC and its strategic partners reserve the right to change the program rules, regulations and special offers at any time without notice.

Saloncard.com Point of Sale (POS), Loyalty, & Gift Card Program- Fee Schedule

Software Package Fees

1. Complete System (POS, Loyalty, Gift & Scheduling) \$39.99 per Month

Note: Automatic software updates and renewals are included for all the packages above.

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (the "Agreement") is made and entered into between GENTLEMANS BARBER CLUB, LLC and MERCHANT and establishes the terms and conditions of a planned disclosure of confidential information of both parties. The parties, each as a "Disclosing Party" and as a "Recipient" plan to exchange certain information in order to evaluate the possibilities of a business relationship.

1. The confidential information of Disclosing Party which is subject to this Agreement includes, but is not limited to, any information relating to ideas, concepts, manufacturing or marketing techniques, know-how, processes, formulas, any software and/or services, pricing information, developments, computer software, works in progress, trade secrets, future business plans or any other matters relating to the technical information or business of Disclosing Party, information acquired by Recipient from Disclosing Party employees or from inspection of Disclosing Party's property, confidential information disclosed to Disclosing Party by third parties, and all documents, things and record bearing media disclosing or containing any of the foregoing information, including any materials prepared by Recipient which contain or otherwise relate to such information, concerning Disclosing Party (collectively the "Confidential Information"). Any software developed by GBC for the other party to this Agreement shall be Confidential Information of GBC and not the other party, unless otherwise agreed by the parties in writing.
2. Recipient agrees that all Confidential Information obtained from Disclosing Party will be accepted in confidence and maintained strictly confidential and shall not, without the prior written consent of Disclosing Party, be disclosed to others, copied, photographed, reproduced or transcribed in any manner whatsoever, in whole or in part.
3. Recipient agrees that it will not reveal the Confidential Information obtained from Disclosing Party to others, except to the extent that it is necessary to disclose such information to its representatives and employees having a need to know such information for the sole purpose of evaluating possible transactions or carrying out an agreed upon activity, between Recipient and Disclosing Party. Recipient further agrees that all such representatives and employees shall be informed by Recipient of the confidential nature of such information and shall agree to be bound by the terms and conditions of this Agreement prior to receiving such information. Each party shall be responsible for any breach of this Agreement by its employees and agents. No other use or disclosure of Disclosing Party's confidential information shall be made by Recipient without the prior written consent of Disclosing Party.
4. Upon Disclosing Party's request, Recipient agrees to return all Confidential Information, documents and things related to such information, without retaining any copies.
5. The parties agree that the Confidential Information disclosed by Disclosing Party to Recipient shall not be subject to this Agreement if such Confidential Information: (a) was in Recipient's lawful possession prior to receipt thereof from Disclosing Party; (b) was received by Recipient in good faith from a third party not subject to confidentiality to Disclosing Party; (c) now is or later has become publicly known through no breach of confidential obligation of Recipient; or (d) was developed by the Recipient without the Recipient having access to any of the information received in confidence from the other party.
6. This Agreement shall not be modified, altered or amended in any way, except in writing, duly executed, by each of the parties hereto. This Agreement shall remain in force until terminated, with thirty (30) days written notice by either party, except that the obligation of confidentiality and non-use with respect to Confidential Information disclosed prior to such termination shall survive such termination and shall be binding on the agents, successors and assigns of either party. Any demands or notices shall be deemed given on the date received by the other party.
7. Any legal actions arising out of this Agreement shall be brought to a state or federal court located within the Commonwealth of Pennsylvania and both parties consent to personal jurisdiction in such forum.