

Participating Spa Affiliate Agreement

This Participating Spa Affiliate Agreement (the "Agreement") is entered into by and between _____ ("Participating Spa Affiliate"), located at _____ and Manipedime, LLC ("Manipedime"), located at 330 W. 56th Street, # 18 H, New York, N.Y., 10019. The Agreement shall be effective upon the date last executed below.

Manipedime provides advertising and marketing services to its participating spa and salon affiliates and provides gift purchasing and redemption services related to its Manipedime Pedicash™ brand of spa and salon gift cards and certificates.

Participating Spa Affiliate provides salon and spa services and products to public customers at retail locations and accepts Manipedime Pedicash™ certificates and vouchers at full value as customer payments for such services and products.

In consideration of the promises, covenants and obligations contained herein, the parties agree as follows:

1. Manipedime agrees to provide advertising on behalf of each Participating Spa Affiliate on its website at www.manipedime.com. The extent of such advertising will be reasonably comparable for each independent Participating Spa Affiliate and in conformance with the then-current promotional format on the manipedime.com website.
2. Manipedime may promote and market Manipedime Pedicash™ gift cards and certificates through additional channels from time to time as may be appropriate. Such promotions

may include print, display, television or radio advertising, as well as point of sale displays and manned or automated kiosk facilities. Promotion may also be provided by Manipedime between or among independent Participating Spa Affiliates. Participating Spa Affiliates agree to post promotional materials or signs displaying its participation as a Manipedime Spa Affiliate.

3. Manipedime agrees to provide one or more redemption and payment methods for redeeming Manipedime Pedicash™ gift cards. Mail redemptions will be processed on behalf of Participating Spa Affiliates within 30 days of Manipedime's receipt of approvable redemption requests. When available, electronic redemptions will be processed in accordance with then-current redemption procedures, as posted on the redemption website.
4. Participating Spa Affiliate agrees that only genuine Manipedime Pedicash™ certificates may be exchanged for services performed or products sold and redeemed for payment. Participating Spa Affiliate shall maintain records adequate to establish the genuineness of certificates and related transactions and will furnish same to Manipedime upon request. Participating Spa Affiliate shall be responsible for any misuse of Manipedime Pedicash™ certificates by itself, its employees or contractors and will indemnify Manipedime and it hold it harmless for any such misuse, in accordance with the provisions of paragraph 14 below.
5. Participating Spa Affiliate agrees to accept all Manipedime Pedicash™ certificates at full value when presented by customers as payment for services or products. Participating Spa Affiliate agrees to provide an in-store credit to its customers for unused portions of Manipedime Pedicash™ certificates. Participating Spa Affiliate Upon shall present approvable

Manipedime Pedicash™ certificates to Manipedime, and **Manipedime shall redeem each certificate at full value less a 15% advertising and marketing services fee.**

6. Participating Spa Affiliate acknowledges and agrees that Manipedime Pedicash and related logos are valuable trademarks owned by Manipedime, LLC and agrees to utilize these and future versions of them only in accordance with the terms of this agreement and the then-current terms of use related to the manipedime.com website. Participating Spa Affiliate also agrees to comply with all current terms of use applicable to all Participating Spa Affiliates in connection with the manipedime.com website and further acknowledges that Manipedime may change such terms from time to time for the benefit of all affiliates and users of the website.
7. Participating Spa Affiliate agrees to maintain all licenses and permits necessary to conduct a salon services business in its jurisdiction and to provide current copies of such licenses and permits to Manipedime. Participating Spa Affiliate agrees to maintain all necessary professional, liability and property insurance in connection with its business and provide copies of at least the declarations page of each to Manipedime.
8. The term of this Agreement is one (1) year from the effective date of signature and will renew automatically for successive one (1) year terms unless canceled in writing by either party at least 30 days in advance of such renewal. Either party may cancel this agreement at any time upon 30-days written notice. Manipedime may cancel this agreement immediately upon any breach by Participating Spa Affiliate of any term, condition, representation or warranty set forth herein. Manipedime may at its sole discretion permit Participating Spa Affiliate to cure any such breach within a specified period of time without affecting its remaining rights under this agreement.

9. All payments due to Participating Spa Affiliate shall be paid directly to the Participating Spa Affiliate.
10. This Agreement shall be governed and interpreted in accordance with the laws of the State of New York.
11. Manipedime and Participating Spa Affiliate are independent contractors and neither party is the legal representative, agent, joint venturer, franchisor, franchisee, or employee of the other party.
12. Either party may assign this agreement by providing the other party a 30-day written notice, provided that the assignee agrees to be bound by the terms and conditions of this agreement. In the event of a change in ownership of the Participating Spa Affiliate, a prospective new Participating Spa Affiliate must establish its qualifications in writing that it is qualified to conduct the subject salon or spa services business. Such prospective new Participating Spa Affiliate must be approved for participation hereunder by Manipedime, and Manipedime agrees that its approval shall not be withheld unreasonably.
13. Manipedime and Participating Spa Affiliate each agree that the non-public business information of each party is confidential, valuable and owned by the disclosing party. The parties agree that they will only use such information in connection with their performance under this agreement and will not disclose such confidential information to third parties without prior written consent. This paragraph shall survive the termination or expiration of this Agreement.
14. **Each party shall indemnify, defend and hold the other party and the other party's officers, directors, agents, employees, and licensees harmless from and against any and all claims, damages, liabilities, judgments, costs and expenses, including**

reasonable attorney's fees and disbursements, arising out of any breach of its representations or warranties to the other party, or any material breach of its covenants or agreements made to the other party hereunder. In addition, Participating Spa Affiliate shall indemnify, defend, and hold and Manipedime harmless from and against any and all claims, damages, liabilities, judgments, costs, and expenses, including reasonable attorney's fees and disbursements, arising out of any action brought by any third party relating to the services provided or not provided, or actions or failure to act, of Participating Spa Affiliate or any of its representatives or employees or any other individual or entity, including, without limitation any action brought in connection with any particular visit to Participating Spa Affiliate's property or any services performed there or products purchased there. This paragraph shall survive the termination or expiration of this agreement.

15. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. This Agreement constitutes the entire agreement between Manipedime and Participating Spa Affiliate with respect to the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, between the parties with respect to such subject matter.

Accepted and agreed:

Manipedime, LLC

Participating Spa Affiliate

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____