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HalfPriceSpa.com

100% Spa Luxury - 50% Cost

AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, by and among RSK, LLC, doing business as Insider Viewpoint of Las Vegas / HalfPriceSpa.com (the "Vendor") and _____ ("Client").

RECITALS

A. Vendor is interested in selling Clients Spa discounts / inventory / services on the Internet through various web sites owned by Vendor.

B. Client has discounts / services inventory they wish to sell. Client will determine quantity of discounts and the quantity available for sale per day.

NOW THEREFORE, the parties agree as follows:

1. No Partnership or Joint Venture - Independent Contractors. The parties do not intend to form, and this agreement will not be construed as creating, a partnership or joint venture. Both parties hereby acknowledge and agree their relationship is independent contractor and no other business relationship exists. The parties acknowledge and agree they are each solely responsible for their representatives and employees.
2. Confidentiality. In the course of daily business, Vendor will make available proprietary programs, confidential information, trade secrets, data and other information that may not be shared or discussed with anyone other than Client and Clients employees. Vendor has spent years developing proprietary programs, marketing programs, sensitive information and no information can be sold, shared, disclosed to a third party without the written consent of Vendor.
3. Non-Circumvention. Client agrees not to use any of the information gained, taken or supplied by Vendor or disclosed at any meeting or during the course of day to day business, including, but not limited to online information from Vendor web sites for its own profit, benefit or gain or otherwise circumvent the terms of this agreement by separately entering into any Agreements with a Potential Buyer.
4. Term. This Agreement will commence on the date of this Agreement and will continue for an initial period of two (2) years. This Agreement will automatically be renewed on a year-to-year basis unless terminated by either party prior to each additional one-year term by giving thirty (30) days advance written notice to the other party. If Spa listed herein closes, this relieves Client of all future obligations under this Agreement except return of any funds paid to for unused discounts, the confidentiality and Non Circumvention.
5. Marketing Materials. Client agrees to provide to Vendor all promotional items, images, description text and any other materials which Vendor will need to accurately display Clients Spa / Services / on the Internet. This material is the property of Client and Vendor is only displaying information and images already approved by Client.

6. Payment Procedure. Vendor will email in real time all sales of Clients discounts. Client will also be given an online administrative capability to see all daily, weekly, monthly and lifetime sales, commissions, and related information. Depending on volume of sales of Clients discounts, Vendor will pay Client weekly, biweekly or monthly, see below. Completed sale is when credit card funds have been deposited into Vendor account. (A week is from Monday 12:01am through Sunday midnight). Payment is made within 7 business days after the appropriate volume listed below. Sales volume less than \$15,000 per month is paid monthly, Sales volume of \$15,000 - \$30,000 per month will be paid biweekly, Sales volume of more than \$30,000 per month will be paid weekly.

7. Discount Policy. Discounts / Services sold by Vendor will not be sold for more than the standard retail price set by Client and discounted as set forth in Paragraph #8 below, plus all applicable fees and charges as set forth in Paragraph #8 below. Vendor will provide to Client and/or Clients spa office an email confirmation per each discount sold in real time and provide a spa office admin area where sales are displayed in detail. The email / admin will contain the following information:

- a) Client's Spa.
- b) Spa contact information.
- c) The date of sale and expiration date of discount sold
- d) Customers name. (if purchased for gift, buyer and gift person name will both be provided).
- e) Face value of the discount, total number of discounts sold.
- f) Total sales price including taxes collected per discount transaction.
- g) Vendors name and contact information
- h) A non-refundable clause
- i) Any other required information by law.

8. Discount Pricing and Fees. Clients' discounts / services will be sold online at half of the regular spa retail price. All applicable local / state / federal taxes to be included in price of discounts / services and is solely responsible of Client to remit taxes / fees to the correct city, county, state, federal agency(s).

- a) Vendor will have the right to charge an online transaction fee to discount buyers per discount. This amount is subject to change without prior notification.
- b) Vendor receives from Client a commission for each discount / service sold. (See Paragraph #19)
- c) All taxes or other fees on discount sales are the sole responsibility of the Client. However, Vendor will collect such applicable taxes and fees on behalf of Client. Client will instruct Vendor as to the exact amount of taxes and fees to be collected for each Client discount sold. The online purchaser will be shown only one amount to pay, prices will be sold as all inclusive.

9. Discount Inventory. Client will determine initial discounts / services inventory available for sale with the right to adjust this number daily. Client will be given access to an online administrative and adjust discount inventory for current day or days/months in the future. Vendor may change such methodology from time to time. Client will also determine the days/weeks in advance for Vendor to make available for customers to purchase discounts / services. It is sole responsibility of Client to maintain accurate information about their spa / discounts by using online admin provided by Vendor.

10. Governing Law. This Agreement will be governed by the laws of the State of Nevada.

11. Attorney Fees. Reasonable attorney fees and all costs and other expenses which are incurred will be entitled to the prevailing party in any proceedings brought pursuant to the Agreement, including expenses incurred in connection with any bankruptcy, reorganization, insolvency, arrangement or other similar proceedings involving the other party which in any way affects the exercise of the prevailing party of its rights any remedies hereunder.

12. Severability. In the event that any paragraph or provision of this Agreement will be held to be illegal or unenforceable, such paragraph or provision will be severed from this Agreement and the entire Agreement will not fail on account thereof. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

13. Paragraph Headings. Paragraph headings in the Agreement are for convenience only. Headings cannot be used in any way to govern, limit, modify, construe or affect the provisions of this Agreement nor will they otherwise be given any legal effect.

14. Entire Agreement. This Agreement constitutes the entire Agreement between both parties. No implied or written representations or warranties have been made, except as herein specifically provided. Agreement may not be modified except by a written agreement signed by both parties.

15. Non-Waiver. Either party failing to insist upon strict performance of any provision hereof will not be considered a waiver by that party.

16. Termination. Vendor has the right to terminate this Agreement at its sole discretion if it determines sales of Clients discounts / services are too few or if Client does not provide accurate update information to Vendor regarding their discounts / services. Vendor will give Client three (3) days written notice prior to termination.

17. Indemnity. The parties agree during and after the Term of this Agreement, to indemnify and hold the other party, its agents, subcontractors, licensors, shareholders, employees, and its parent, directors, officers, subsidiary and affiliated entities, harmless from and against all claims, suits, damages, or rights of any persons arising out of the negligence, breach of contract, civil wrong, computer malfunction, telephone interruptions, Internet interruptions, or other civil wrong of the other party or its directors, officers, shareholders, subcontractors, agents, and employees in connection with this Agreement

18. Exclusive Right. Vendor will incur many costs in promoting, finding customers, creating and maintaining a web site to sell Clients discounts. The Client agrees not to enter into any other contracts to sell "half price" discount certificates / services with any other entity on the Internet, or sell online discounts / services at a lower price than offered in this contract.

19. Spa Multiple Discounts. The following Spa(s) are covered by this Agreement. If Client has multiple Spa and/or multiple discount options per spa, please attach to this contract the additional information.

Spa name: _____ City Location of Spa: _____

Discount Pricing Policy Calculations: Full Spa Discount Price / 50% = customer online cost.

Customer cost less 10% of Full Spa Price discount is net cost per discount to HalfPriceSpa.com

Discount Types / Prices Full Price: \$ _____ (Minimum \$40, maximum \$100 full value:)

Spa Discounts expire in: 31 days from date of purchase, thus giving buyer 30 days to redeem their purchase regardless of what time or time zone they purchased discount online. To offer longer than 31 day expiration, it may be available on a per spa basis, please contact HalfPriceSpa.com.

20. Notices. All notices and communications under this Agreement will be in writing and will be deemed to have been duly given only if delivered in one or more of the following ways: (a) on the day of delivery, if delivered personally; (b) five days after the date if mailing a certified or registered first class mail with a return receipt and postage paid or the date of actual receipt, if earlier; (c) the next business day when using an overnight air courier company guaranteeing next day delivery; or (d) when received by facsimile (with a copy sent as provided in item (b) or (c) within 24 business hours) at the following address and/or fax number (or to such person or persons or such other address or addresses or fax numbers as a party may specify by notice pursuant to this provision):

Vendor:
HalfPriceSpa.com, IVLV
Attention: Richard Reed
PO Box 15110 Las Vegas, NV 89114
Phone: 702-242-4482
Fax: 702-893-0600
Email: vegas@insidervlv.com

Client:
Company Name: _____
Attention: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of complete execution of this Agreement:

Vendor:

Insider Viewpoint of Las Vegas / HalfPriceSpa.com:

Richard Reed CEO Date: ____/____/____ Agent of Record _____

Client:

Company Name

Signature

Date: ____/____/____

Name

Title