

Club Concierge Corp. TM

PO BOX 451 Erin ON. N0B1T0

Tel. # 1-866-991-4844

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Partner In Profit Program Agreement

Schedule "A"

1. Business Details

PLEASE FILL IN BLOCK CAPITALS

Name of Business			
Address			
Phone Number		Contact	
Web Site Address		Nature of Business	
E-mail Address			

2. Discount Agreement

PLEASE FILL IN BLOCK CAPITALS

The Partner In Profit business will provide the following discounts and special offers subject to availability on purchases made by Club Concierge members via their KEY CARD, via Club customer service, or via internet, as applicable.

Terms and Agreement

and will be automatically renewed on an annual basis unless
This Agreement is valid from ___/___/___ terminated by either party providing four weeks notice in writing.
(Date of commencement) See Schedule "B" for Terms and Conditions

3. Notes

PLEASE FILL IN BLOCK CAPITALS

Please insert any other material term or conditions that refer to this offer

Date _____	Signature of _____
Signature of _____	Signature of _____
Authorized _____	Club Concierge Corp. TM
Representative _____	Representative _____
Please Print _____	Please Print _____
Name _____	Name _____

PARTNER IN PROFIT IN PROFIT PROGRAM AGREEMENT

Schedule "B"

This Agreement made in duplicate as of the date hereinafter stated

BETWEEN Club Concierge Corp., a corporation incorporated pursuant to the laws of the Province of Ontario, with a business office at PO BOX 451 Erin ON. N0B1T0 Hereinafter called " Club Concierge"
-and-

Hereinafter called "Partner In Profit"

With a business office as indicated on Schedule A

WHEREAS the Partner In Profit has agreed to make available and supply to Club Concierge the products or services ("Products") as detailed in Schedule "A" attached hereto;

AND WHEREAS Club Concierge offers to its members a Key Card that entitles users to a discount on goods and services supplied to its members by Partner In Profits;

AND WHEREAS Club Concierge agrees to promote and market the Products to its clients through its Key Card as hereinafter set forth. NOW THEREFORE in consideration of the sum of Two (\$2.00) Dollars now paid by Club Concierge to the Partner In Profit and other good and valuable consideration (the receipt and sufficiency of which consideration is hereby acknowledged by each party) the parties hereto covenant and agree as follows:

- i) The Partner In Profit covenants and agrees effective the date hereof to make available and supply the Products as detailed in Schedule A hereto on the terms as set out herein and in accordance with this Agreement.
- ii) Club Concierge covenants and agrees effective the date hereof to promote and market the Products to its clients through the Key Card and in such other manner as may be determined by Club Concierge from time to time which promotion may include promoting the Products at trade shows and private presentation meetings, including the Products in Club Concierge publications distributed to its clients, and including the Products on the Club Concierge corporate website.
- iii) Club Concierge will be responsible for all marketing and design costs incurred by Club Concierge in connection with the marketing and promotion of the Products as set out herein.
- iv) In connection with Club Concierge marketing and promoting the Products the Partner In Profit hereby licenses to Club Concierge all trade, business or service names or registered marks ("Trade Marks") in relation to the Products pursuant to this Agreement and the parties hereto covenant and agree to enter into all necessary registered user agreements in connection therewith. Club Concierge shall ensure that the use of Trade Marks shall be in the manner and in the form stipulated by the Partner In Profit from time to time acting reasonably. Club Concierge agrees to forthwith cease making use of the Trade Marks upon the termination of this Agreement.
- v) Club Concierge shall direct to the Partner In Profit for processing all purchase orders received by it from members utilizing the Key Card with respect to the purchase of Products from the Partner In Profit, and the Partner In Profit covenants and agrees to process such orders promptly and to honour the discount set out herein. The Partner In Profit shall invoice the members directly and all payments for the Products shall be made directly between the member and the Partner In Profit, if applicable.
- vi) The Partner In Profit shall be entitled, from time to time, to vary the Products, to change the price of any Product (provided any increase in price is based on a standard increase imposed by the Partner In Profit to other customers generally), and to offer for a specifically agreed upon time special offers, which special offers shall be separately promoted by Club Concierge to its clients over and above its normal marketing practice.
- vii) The Products offered to members of Club Concierge utilizing the Key Card by the Partner In Profit shall be the same products ordinarily offered by the Partner In Profit to its customers generally. The Partner In Profit shall offer to such members of Club Concierge all warranties, representations and guarantees normally extended by the Partner In Profit to its customers generally with respect to the Products. The warranties shall include, but not be limited to, a warranty as to merchantable quality if appropriate. The Partner In Profit shall extend to such Club Concierge members its normal return or refund policy on Products and shall respond in an appropriate and timely manner to any member complaints.
- viii) The Partner In Profit agrees to provide the Products to members of Club Concierge utilizing the Key Card at a discount from its normal price for the Products as more specifically set out on Schedule A hereto.
- ix) The Partner In Profit, if a retail vendor, agrees to display a Club Concierge logo in the door or window of each of its outlets during the term of this Agreement.
- x) This Agreement shall commence on the date set out in Schedule A hereto. The term of this Agreement shall be for one year, subject to cancellation as set out herein. This Agreement shall be renewed for subsequent one-year terms unless either party notifies the other of its intention not to renew at least 60 prior to any termination date.
- xi) For greater certainty the Partner In Profit acknowledges and agrees that Club Concierge shall have the right to sign up other Partner In Profits that provide products in direct competition with the Product.
- xii) Any notice required to be given by either party hereunder to the other shall be given in writing to the intended recipient at its address as set out above (or such other address as such party may notify from time to time to the other for such purpose) and shall be deemed received on the date delivered (if hand delivered or delivered by fax) or on the 3rd business day if delivered by mail.
- xiii) Either party may terminate this Agreement upon providing the other party with sixty (60) days advance written notice. Notwithstanding the foregoing, either party may terminate this Agreement forthwith upon giving notice in writing to the other party if the other party is in material breach of any terms hereof.
- xiv) This Agreement is binding upon and shall enure to the benefit of the parties hereto. It may not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other.
- xv) This Agreement may not be varied except by an instrument in writing signed by authorised signatories of both parties.
- xvi) This Agreement, and Schedule A annexed hereto, constitutes the entire agreement of the parties hereto with respect to the matters herein and supercedes and cancels any and all previous understandings, commitments, agreements, representations whatsoever, whether oral or written, express or implied, in relation to the contents hereof.
- xvii) This Agreement shall be governed in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto. If the Partner In Profit operates in any provinces in addition to Ontario, its operations in any such provinces shall not be subject to this Agreement.
- xviii) Schedule "A" annexed hereto forms part of the within Agreement

Initial _____