

**Company Name
Reseller / Residual Agreement**

This Agreement is entered into as of _____, by and between _____ ("Reseller"), residing at _____ and COMPANY NAME, a _____ Corporation, with a principal place of business located at _____

WHEREAS COMPANY NAME is in the business of _____

WHEREAS COMPANY NAME engages the Reseller, to market COMPANY NAME's _____.

1. COSTS/COMPENSATION/PROCEDURES

1.1 COMPANY NAME will provide the Reseller with _____ at \$225.00 per copy/per location. If the Resellers client opens a merchant account with COMPANY NAME the cost of the software license is \$125.00. The Reseller will also receive residuals on merchant accounts that the Reseller has brought to (COMPANY NAME). The residual payment will be a 80% – 20% split based on (COMPANY NAME)'s net profit from the merchant's credit card transaction activity. 80% for (COMPANY NAME) and 20% for Reseller. The Reseller will continue to receive residual as long as the merchant has their account with (COMPANY NAME) and the Reseller is in good standing with (COMPANY NAME).

1.2. Residuals shall be paid by (COMPANY NAME) to Reseller within one and one half (1 ½) months after the commissions are earned. Residuals need to total \$60 or more before (COMPANY NAME) will send Reseller their residual payment. At the time of each payment, or monthly, (COMPANY NAME) will deliver to Reseller a statement detailing the computation used by (COMPANY NAME) in arriving at the compensation. Reseller will promptly examine all such statements, and will notify (COMPANY NAME) in writing within 2 months of any error. Unless (COMPANY NAME) is notified of an error within 2 months, (COMPANY NAME) shall have no liability to adjust the amount of compensation owed. Commission checks are sent out around the 25th of each month.

1.3. (COMPANY NAME) shall maintain true and complete books of accounting containing an accurate record of all that is necessary for the proper computation of royalties. The Reseller shall have the right, through an independent public accountant appointed by the Reseller and reasonably acceptable to (COMPANY NAME), to examine such books at reasonable times, but not more than twice per calendar year, for the purposes of verifying the amount of royalties due the Reseller. The Reseller shall

pay all auditors' fees. The auditor's examination shall be made during normal business hours at (COMPANY NAME) 's place of business, and the auditor shall not disclose to the Reseller any information it discovers other than that relating solely to the accuracy of the Reseller's royalties. Any auditor working on behalf of the Reseller will be required to sign a non-disclosure Agreement prior to performing the audit.

2. TERMS and TERMINATION:

2.1 The term of this Agreement shall be for one year following the date of this Agreement and at the anniversary date it will automatically renew for additional one (1) year terms unless otherwise terminated per the provisions contained herein.

2.2 This Agreement may be terminated by either party after the completion of the initial term, and after giving written notice, by certified mail return receipt requested, at least 90 days prior to the anniversary date of this Agreement or any renewal term then in effect, to the other party.

2.3 (COMPANY NAME) can immediately terminate this Agreement based on any reason listed below in sections 2.3.A and 2.3.B, at any time during the term of the Agreement by giving written notice to the Reseller.

2.3.A Fraud or misrepresentation of any kind by the Reseller to (COMPANY NAME), clients or prospects of (COMPANY NAME), merchants of (COMPANY NAME) or any other related parties, either prior to the execution of this Agreement to induce its execution, or during the term of its performance.

2.3.B Failure to keep advertising and marketing materials in compliance with this Agreement and any governing authorities.

3. JURISDICTIONS AND VENUE OF DISPUTES:

The parties acknowledge and agree that this Agreement was executed in the State Of _____ and the _____ County shall be the proper place of venue for any suit thereto. The parties further and irrevocably agree that any legal proceeding in respect to this Agreement shall be brought in the district courts of _____ County, State of _____, or the _____ Court serving this area, and that these courts shall have subject matter jurisdiction of all such disputes.

4. ARBITRATION:

4.1 Any controversy or claim arising out of, or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

4.2 During the pendency of arbitration proceedings, neither party shall be precluded from seeking injunctive relief from the court of jurisdiction.

5. INDEMNITY FOR ACTIONS:

The Reseller shall indemnify and hold harmless (COMPANY NAME), its successors, its directors, officers, employees, and its shareholders from, for, and against any and all liability, loss and expense whether or not presently known, discovered or contemplated, and regardless of when discovered by anyone, which any indemnities has incurred or may occur at any time during the performance of this Agreement or thereafter.

6. SETOFF:

(COMPANY NAME) may at any time with or without notice apply any commission or other credit balances owed to the Reseller by (COMPANY NAME) to reduce any past due amounts.

7. LIMITATIONS OF CLAIMS:

Any claim which arises out of this Agreement, or the performance thereof, must be brought or made by either party with written notice by certified mail return receipt requested, within 30 days after the basis for the claim becomes known to the party asserting it.

8. GENERAL PROVISIONS:

8.1 Force Majeure. Neither party will be deemed in default of this Agreement to the extent that performance of his / her obligations, or attempts to cure any breach, are delayed or prevented by reason of circumstance beyond his / her reasonable control, including without limitation fire, natural disaster, earthquake, accident or other acts of God ("Force Majeure"), provided that the party seeking to delay his / her performance gives the other written notice of any such Force Majeure within 15 days after the discovery of the Force Majeure, and further provided that such party uses his / her good faith efforts to cure the Force Majeure. If there is a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure. This Article shall not be applicable to any payment obligations of either party.

8.2 Entire Agreement. The parties acknowledge that this Agreement expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this section. The parties further acknowledge that this Agreement supersedes, terminates and otherwise renders null and void any and all prior agreements or contracts, whether written or oral, entered into between (COMPANY NAME) and the Reseller with respect to the matters expressly set forth in this Agreement.

8.3 Severability. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms. Without limiting the previous, it is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy under this Agreement

is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this section shall remain in full force and effect.

8.4 Notices. All notices, demands or consents required or permitted under this Agreement shall be in writing and shall be delivered or mailed certified return receipt requested to the respective parties at the addresses set forth above or at such other address as such party shall specify to the other party in writing. Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been received on the day it is delivered to that party by U.S. Mail with Acknowledgment of Receipt or by any commercial courier providing equivalent acknowledgment of receipt.

Captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.

We have carefully reviewed this contract and agree to and accept its terms and conditions. We are executing this Agreement as of the day and year first written above.

(COMPANY NAME)

Reseller

Signature _____

Signature _____

Name _____
(printed)

Name _____
(printed)

Title _____

Title _____

Date _____

Address _____

Phone# _____

Federal Tax ID _____

Date _____