

RESELLER AGREEMENT

(BillCall Inc.)

This Agreement is made effective upon you agreeing to these terms and conditions by checking the Agree to BillCall Terms of Use option on the BillCall site when registering as a Seller. You are deemed to have read through these provisions and to have accepted these terms. If you do not want to enter into this agreement you should not check the Agree option. If you do not check the Agree option you will not be able to sell Bill Products..

This agreement is made between BillCall Inc. (BillCall) having office at of 16192, Coastal Highway, Lewes, Delaware 19958, USA and _____ having office at _____ is the party accepting these terms, hereinafter referred as "The Seller".

It is agreed as follows:

1. Definitions:

- a. **'Product(s)'** – Licensed Software Modules marketed and offered for sale for consideration by the Seller through BillCall including inter alia, goods pre-approved in writing by BillCall.
- b. **'Seller'** - The party to this agreement marketing and offering Products for sale as a Vendor / Seller through use of the BillCall Site.
- c. **'Customer(s)'** - All person and their employees and their agents who has purchase the Seller's Product(s) through BillCall or any of BillCall' customers or Vendor.
- d. **'BillCall System'** - The BillCall online administration and reporting system enabling Seller to upload and/or create secure sales links to Products and to obtain transaction reports.

2. License to Resell

- 2.1. The Seller gives BillCall a non-exclusive and non-transferable license to market and resell Products to Customers and where appropriate to effect delivery of digital titles and/or relevant license keys and/or product activation codes to Customers through the Internet and/or other networks. Such resale shall be subject to the terms and conditions issued by BillCall in respect of Customers, and in the event of any conflict such terms and conditions shall take precedence over any sales terms imposed by the Seller including terms on its web site or in any End User License Agreement issued by the Seller.
- 2.2. BillCall shall be responsible for delivering an electronic invoice/receipt to Seller / Customers in the name of BillCall.
- 2.3. When acting in the capacity as a Vendor, the Seller shall be responsible for providing all technical and product information to Customers for all of its Products.
- 2.4. BillCall shall not be required to provide any warranty, maintenance, technical or product support services, except for download and fulfilment services when applicable for the Products to the Seller, and all Customer requests relating thereto shall be forwarded to Seller in its capacity of Vendor.

3. BillCall Warranties

- 3.1. BillCall warrants that to the best of its knowledge, information and belief, the BillCall Products including any intellectual property contained therein do not infringe the rights of any third party.

4. BillCall Liability

BillCall Products are provided on an 'as provided' basis. BillCall makes no warranties regarding the standard or quality of products or service express or implied, nor does it warrant that there will be no operative errors, whether accidental or as a result of third party directed attacks on BillCall' servers. The Seller's sole remedy for any breach by BillCall is to terminate this agreement. UNDER NO CIRCUMSTANCES SHALL BILLCALL' TOTAL LIABILITY TO THE SELLER UNDER THIS AGREEMENT REGARDLESS OF HOW SUCH LIABILITY ARISES EXCEED THE TOTAL OWED COMPENSATION

BALANCE UNDER THIS AGREEMENT. BILLCALL SHALL NOT BE LIABLE TO THE SELLER NOR TO ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES RELATING TO ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHER CAUSE OF ACTION.

5. Seller Warranties

- 5.1. The Seller warrants that it has the intellectual and proprietary rights to resell the Products of BillCall.
- 5.2. The Seller warrants that the resale, copying, storage, distribution and delivery of the Products of BillCall does not infringe, violate or abuse the intellectual property rights of any third party, and that the products may be distributed to Customers purchasing through the Seller.
- 5.3. The Seller warrants that the contact and identifying particulars relating to name, location, address, email, phone, bank accounts, and customer contact information are true and correct, and that the Seller may be contacted by Customers at the address(es) given for such purpose. The Seller shall keep such information updated during the course of this agreement.
- 5.4. The Seller warrants that it will not engage in any fraud or scam practices. The Seller furthermore understands that such fraud and scam activities may cause serious harm to and adversely affect the reputation and business of BillCall, and the Seller will be liable in respect of any loss and damage arising from such activities and indemnify BillCall from all claims and allegations.
- 5.5. The Seller warrants that it will not publish any misleading information relating to the Products and understands and accepts that such misleading information may cause an increase in refunds and chargebacks. Furthermore, the Seller accepts that BillCall may in its sole discretion decline to hold or process any Products at any time, with or without any stated reason.
- 5.6. The Seller warrants that it (or anybody authorized by it) will NOT use any of its BillCall-hosted sales link pages in any illegal marketing campaigns.

6. Changes in the Products

BillCall reserves the right to change, add to, improve and issue new versions of the BillCall Products, and to offer additional features provided by or in collaboration with third parties, including BillCall subsidiaries. Changes that affect the Seller's usage will normally be notified through the BillCall Site or by email.

7. Customer Data

- 7.1. As reseller of the Products, Seller is responsible of personally-identifiable Customer data received in respect of sales transactions relating to the Products. To the extent permitted by law and not otherwise prohibited by a Customer's request to Seller, such user information resulting from a transaction, with the exception of confidential payment data such as credit card numbers and Echeck account details.
- 7.2. Seller agrees that it will not use such Customer data in contravention of BillCall' privacy policy as displayed on the BillCall site.

8. BillCall Obligations

- 8.1. BillCall shall resell Products set up in the BillCall online system by the Seller as and when Customers transact to purchase such items through active sales links. Such sales shall be processed through BillCall. All responsibility for marketing and driving Customers, shall be that of the Seller.
- 8.2. BillCall reserves the right to undertake anti-fraud checks including manual review of orders to verify Sellers credentials. In some instances the due process of these anti-fraud checks may cause delay in the sale and delivery of the Products to the Seller. In the event a Seller seeks to cancel the order due to such delay or process, BillCall shall not be liable to the Seller for such cancellation.
- 8.3. BillCall shall provide the Software Product and it will be entirely be the responsibility of the Seller to sell the products to the end customer. If within a period of twelve (12) months the Seller does not sell the software or the software has been not been used in any way by the Seller or his customer may return the product and

additional goods provided by BillCall, and upon acceptance from of such product from BillCall, BillCall will refund the initial amount the Seller paid for the Product.

- 8.4. BillCall shall process sales transactions using secure online protocols, and shall process Customers' payments via wire-transfer
- 8.5. Upon full payment, BillCall shall provide access to the Seller to download the software from the BillCall's secured server.

9. Seller Obligations

- 9.1. The Seller shall have the option to offer Customer upsale opportunities at its sole discretion, and shall be liable for any issues arising in circumstances when a product is upsold, which will include but is not limited to refunding the amount. In order to minimize fraud Seller is given a period of up to 48 hours to download the Software from the secured server of BillCall.
- 9.2. The Seller shall be responsible to ensure that all digital the Software modules are up-to-date and match the versions and descriptions of the Products as marketed by the Seller.
- 9.3. The Seller shall act in a professional and courteous manner in its dealings with its Customers.

10. Site-Rating Authorities

- 10.1. The Seller shall take reasonable steps to avoid linking to web sites and services that are denoted by leading site-rating authorities - such as, but not limited to McAfee, Symantec, Google -- as posing a security risk. In the event that any web site operated by the Seller is listed by any leading site rating authority as posing a security risk, the Seller shall take immediate and reasonable steps to have such rating removed, and BillCall shall be entitled to elect to either suspend service to the Seller and remove all offending sales links to such site(s) on web pages hosted by BillCall until the situation is fully rectified by the Seller.

11. Third Party Attacks

- 11.1. In the event that the Seller's BuyNow pages come under attack by third parties, BillCall is entitled to suspend service to the Seller until such attacks cease. In such event BillCall shall notify the Seller. BillCall shall not be liable to the Seller for any loss of sales or other loss or damage caused by such suspension of service.

12. Errors

- 12.1. The Seller shall notify BillCall immediately if it becomes aware of any errors in the BillCall Products, or of any infringement of any of BillCall' intellectual property rights.

13. Payment

- 13.1. BillCall will calculate on a monthly basis the cost based on the total number modules delivered to the Seller. The current modules agreed on are as set out in Exhibit A. BillCall shall also distribute commissions due to the Seller's Affiliates and/or Cross Vendors, Vendor to Vendor transfers made by the Seller, and any other fees, deductions and expenses as set out in this agreement.
- 13.2. Seller shall not be required to account to BillCall in respect of any Seller Charges to Customers and the Seller shall solely be responsible and liable towards those charges to the Customer, under all circumstances – speculative or beneficial.
- 13.3. All payments are to be made via wire transfer as specified by BillCall to the Seller.
- 13.4. All payments to Sellers shall be calculated in US Dollars.

14. Refunds

- 14.1 BillCall shall refund to the Seller all amounts paid at the time of purchase of the Software Product only within a period of twelve (12) months has passed, and the Seller at his sole discretion wishes to claim the refund

- 14.2 BillCall based on receipt of the software product or the refund notice, whichever is later, within 30 days refund the amount to the Seller.
- 14.3 The Seller understands and acknowledges that if the Software has been sold or used to or by the end customer, the Seller loses the right to refund and shall not make any claims after the software has been sold, installed and has been used by the Customer.

15. Fraud and Criminal Activity

- 15.1. Should BillCall believe that the BillCall Services are being or have been attempted to be used fraudulently by the Seller, or that the Seller has or is attempting to engage in criminal practices through the BillCall Products, BillCall has the right to withhold products and refunds to the Seller pending further investigation by BillCall. BillCall may also elect to terminate this agreement.
- 15.2. BillCall shall not be required to pay any sums to the Seller in respect of activities that are deemed to be fraudulent or criminal. The existence of fraud will be determined by BillCall and BillCall shall be at liberty to make such investigations and inquiries as it sees fit and to inform the relevant authorities.
- 15.3 If BillCall has substantial cause to believe that outstanding claims for refunds or reasonable suspicion of fraudulent activity by the Seller, then upon giving notice to the Seller, BillCall may retain the monies in reserve for a further period of up to twelve (12) months.

16. Duration

- 16.1. This Agreement shall expire one (1) year after the Effective Date, unless earlier terminated as provided herein (the "Initial Term"). This Agreement will be automatically renewed on a Year-to Year basis after the expiration of the Initial Term or any mutually agreed subsequent term. If either Party desires to cancel this Agreement upon the expiration of the Initial Term or any subsequent term, it shall give the other Party written notice of its intent to cancel at least thirty (30) days prior to the expiration of the current term.

17. Termination

- 17.1. If in the sole discretion of BillCall it is considered that the Products have been fraudulently used, or have been attempted to be used by either the Seller or Customers, or that the Seller's Products and/or content are not deemed acceptable or have been the subject of misrepresentation, or that the on sale of the Seller's products is unreasonably high, BillCall shall have the right to terminate this agreement immediately on notice to the Seller.
- 17.2. Upon termination, BillCall shall remit all fees owing to the Seller subject to the terms of this agreement, including without limitation BillCall' right to safeguard its security with respect to refunds, chargebacks and other liabilities, and BillCall shall immediately cease distribution of the Products..
- 17.3. The Seller shall remove all links and sales links to BillCall, and all BillCall logos marks and references that are published by the Seller.
- 17.4. After termination the Seller shall continue to be liable for any claim that might arise out of fraudulent transactions or any infringement of this agreement, damage to the name and reputation of BillCall that might have occurred through its use of the BillCall Products including attorney's fees incurred by BillCall.
- 17.5 BillCall shall continue to have the right to pursue the reimbursement of any shortfall of funds that may be due from the Seller in respect of any refunds along with interest and legal costs.

18. Service of Notices

- 18.1 All notices shall be written in English and shall be sent via hand delivery, confirmed facsimile or overnight courier to the Parties at their business addresses or to such other address as either Party may specify by notice to the other pursuant to this Section. All notices, except Rate Modification Notices, shall be regarded as having been given: (i) when delivered, if sent by hand; or (ii) the business day following the date of confirmed transmission, if sent by facsimile or email; or (iii) the business day following the date of confirmed delivery, if sent by overnight courier. Notices shall be sent to:

If To: Billcall Inc.	<u>ATTN:</u> Legal	If To: Seller	<u>ATTN:</u> Legal
16192 ,Coastal Highway, Lewes, DE 19958, USA		Address:	
Phone: + 1 818 804 3001		Phone:	
Fax: + 1 302 397 2617		Fax:	

19. Amendment

19.1 This Agreement supersedes and replaces all prior agreements. BillCall may amend or modify this agreement from time to time. In the event of amendment or modification BillCall will notify the Seller by email. If the Seller does not accept the modification it has the option of terminating the agreement within 30 days of the sending of such notice. If the agreement is not terminated by the Seller within such time then the Seller will be deemed to have accepted the new version as from the expiry of the 30 day period.

20. Waiver

20.1 Waiver of any provision in this agreement shall only be effective if duly notified in writing. Any waiver of any provision or breach of any provision shall not operate as nor be construed as being a continuing waiver.

21. Indemnities

21.1. BillCall shall indemnify the Seller in the event of any claim being made against the Seller in respect of any infringement of U.S. based intellectual property rights of any third party in respect of the BillCall Products, provided that the Seller has given prompt notice of and information relating to such claim.

21.2. The Seller shall indemnify and hold BillCall and its shareholders, parents subsidiaries, affiliates together with their officers, employees, directors, agents and assignees ("BillCall Indemnitees") harmless from and against any and all liabilities, claims, actions, proceedings, judgments, damages, costs and any other expenses (including but not limited to reasonable attorneys' fees and expenses) incurred by any BillCall Indemnitees in connection with any third party claim relating to the Products or actions/inactions of Seller.

22. Arbitration

22.1. Either Party may require that any dispute arising hereunder be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association provided that alleged breaches of Section 23 (Confidentiality) may be settled by injunctive relief in a court as provided in Section 25. The arbitral tribunal shall be composed of a sole arbitrator. The English language shall be used throughout the arbitral proceeding. The arbitration shall take place in Delaware, U.S.A. The cost of the arbitration, including the fees and expenses of the arbitrator and attorney(s), shall be shared equally by the Parties unless that award provides otherwise.

23. Severability

23.1. Should any part of this agreement be declared to be void or invalid by the final decision of any court of competent jurisdiction, the remainder of this agreement shall continue to be in force between the parties, as if the portion which has been declared invalid or void was excluded from the agreement at its commencement.

24. Force Majeure

24.1. The Parties' obligations under this Agreement are subject to, and neither Party shall be liable for delays, failures to perform (except the payment of money for services utilized hereunder), damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, labor disputes or shortages (except such labor disputes or shortages relative to each of the Parties), utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment for supplies, unavailability of transportation, acts or omissions of third Parties, or any other cause

beyond the Party’s reasonable control. Neither Party shall represent that the other is responsible for the type or quality of services to its Providers.

25. Governing Law.

25.1 The existence, validity, construction, operation, and effect of this agreement shall be determined in accordance with, and be governed by, the laws of the State of Delaware, USA. Customer agrees that any action or proceeding arising out of this Agreement shall be brought and maintained in Lewes, Delaware, USA and hereby consents to the jurisdiction of the courts located in the State of Delaware, Lewes, USA.

26. General

- 26.1. No representation, term, condition, guarantee, or warranty, not contained in this agreement, or any amendment of, addition to, or consensual cancellation of, this agreement, or any indulgence of one party by the other, or waiver of either party's rights under this agreement, shall be binding on the parties unless reduced to writing and signed by or on behalf of both parties.
- 26.2. BillCall, at its sole discretion, has the authority to refund a Seller’s purchase notwithstanding the Seller’s position on such matter.
- 26.3. Adult entertainment content (pornography, gambling, etc.) is not permitted, and BillCall reserves the right to immediately shut off any Seller account in violation of this provision. BillCall maintains a current list of prohibited items; any account found in BillCall' sole discretion to be in contravention of this list may be terminated by BillCall.

27. Miscellaneous

- 27.1. BillCall may permit the Seller to make 'Vendor to Vendor' transfers. Such transfers may only be processed as and when according to the Seller's relevant Payment cycle there are sufficient funds to make such transfer.
- 27.2. BillCall may suspend or close any duplicate Seller accounts and shall give notice by email of such action. The use of fake accounts purporting to represent another company or individual is specifically forbidden, and BillCall may suspend or close any such account without giving notice and without liability to the Seller.

In witness whereof, the parties have executed this agreement as of the day and year as written below:

Billcall Inc
 Signature: _____
 Name: _____
 Designation: _____
 Date: _____

Seller
 Signature: _____
 Name: _____
 Designation: _____
 Date: _____

Exhibit - A

PROGRAM DESCRIPTION

(Below are the Software Modules that have been offered to the Seller by BillCall.)