

RESELLER CONTRACT

Between(Supplier)

DabarObjects Solutions Ltd. (Supplier)

Plot 705, No 10 Usman Sarki Crescent, Habibat House, Utako District, Abuja

Responsible Person: Mr. Ayodeji Aladejebi :CEO

Telephone: 09 - 8713003

Email: admin@dabarobjects.com

and (Reseller)

Organization:.....

Address and Postal code:.....

Responsible person:..... Function:.....

Telephone:..... Fax:..... Mobile:.....

E-mail:.....

DabarObjects Solutions Ltd. and the below signed Reseller have agreed that the reseller would arrange to sell software, which is a product of DabarObjects Solutions Ltd. and is protected by the Copyright Act. The conditions of sale and reselling discount are part of this contract (see the next page).

Start date of contract:.....

Duration of contract: see contract conditions

Date of signing:.....

Number of appendices:.....pages

.....
DabarObjects Solutions Ltd.
Stamp & signature

.....
Reseller
Stamp & signature

1. Subject of agreement

The Supplier is obliged to supply Resellers software, which is intended to be sold, on the basis of their written orders.

The Reseller is obliged to assume and pay the price of the ordered software which has been set according to the pricing category of the Reseller.

2. Time validity of contract

The time validity of contract is depending on the category of reseller, categories are stated below

Type of Reseller	Reg. Fee	Time Validity	No of Copies	Privilege
Bronze	2500	3months	As customer orders	Will not be given Activation codes and would be paid by Commission only
Silver	5000	6months	10 copies	Would be given activation code and would be able to sell at Market price and can negotiate
Gold	10000	12months	25 copies	Would be given activation code and would be able to sell at Market price and can negotiate higher discounts
Software Licensing Cost are exclusive of other charges such as Transport, Installation and Deployment and Calls. Resellers during Quotations sent to customers are required to separate the cost of their local running operations from the licensing cost of the software. Software supplier will not be liable for any loss incurred during deployment operations for customers				

If neither of the contract parties notifies the other contract party that they want to terminate the contract, no later than one month before the contract expiration, then the contract is extended for another year. If once again, during this extended contract period, neither of the contract parties notifies the other contract party in writing that they want to terminate the contract, no later than one month before the extended contract expiration date, then the contract period will always be extended by the standard validity period. Any reseller that does not notify before their validity expires will have to re-apply with the registration fees again.

Terminating the contract, which was agreed to, before its expiration can occur with:

- *A written agreement from both contractual parties*

- A termination notice from either contractual party without reason, where the notice period amounts to one month and begins to count from the first day of the following month after the day when the written termination notice was delivered by the other contractual party.
- A unilateral termination of the contract by the Supplier for a substantial breach of contract by the Reseller.

After termination, all customers who were once connected to the terminating reseller will be referred to another valid reseller for future needs.

3. Cost and payment conditions

All resellers must sell at the official pricelist determined by Supplier and reduced at applicable discount for resellers. A current pricelist is given to the Reseller and becomes part of this contract. The Supplier is obliged to notify Resellers of price changes one month before they become effective. DabarObjects Solutions Ltd. reserves the right to change product prices and every reseller privileges can be modified by the supplier at any time without notice.

Resellers are required to pay upfront a sum equivalent to the total amount of the agreed purchase price from supplier by reseller.

Resellers are required to make customers understand that the price for Harmony license is exclusive of support, training, transport or any other fee by indicating it clearly in their invoices.

Resellers who dispose their licenses before their validity period runs out will be able to obtain additional copies at higher discount than the previous discount obtained.

Reseller discounts are provided on case to case basis based on marketing schemes as attached in Annexure. The Marketing Models and Reseller involvement are negotiated from time to time:

Reseller is not supposed to BILL directly to customers (that is quote on the software) but should always sell at the market price fixed by the supplier. In case reseller bills then it is breach of this contract.

For Bronze Resellers, payments must be made directly to the Supplier from Purchasing Customer in Check or Cash Form which must be deposited in Suppliers Bank.

Default in Billing & payment system as mentioned above is a serious breach of the contract and will lead to a unilateral termination of the contract by the Supplier. In this case the Reseller loses his rights for Reseller discounts which he earlier obtained, and other licenses in possession be retrieved without refund.

The Bronze reseller commissions will be paid by supplier either by cash/cheque/transfer within one week of customer released payments. Supplier will not be responsible if customer refuses to pay, delays the payments or offered bounced checks. Clearing payments from customer is sole responsibility of the reseller.

4. Refund Policy

Resellers, within a month after the period of validity, may return the unsold software licenses purchased from supplier and obtain a refund of their payment in full excluding VAT paid and also provided that the software licenses are returned in good conditions. Damage to CDs if provided will cost 5% deduction in the refund amount on each license.

During termination of agreement, and as long as the termination is not due to a breach in the agreement, the remaining licenses will be returned to the supplier and the supplier will refund the reseller the amount that the licenses were purchased from the supplier, excluding VAT paid.

5. Supplier obligations

The Supplier is obliged to:

- Provide the Reseller with an installer on CD, also allow him have access to it through Internet, for advertising purposes, at no cost,*
- Provide the Reseller with sample text, possibly pamphlets for advertising purposes,*
- Regularly provide a current pricelist of products*
- Provide necessary information about supplying products by training the Reseller's employees, at no cost,*

- *Adhere to the set delivery period of the ordered products after acquiring the order,*
- *Guarantee that the delivered goods will not have any legal defects and that in regards to the Copyright Act they are distributed properly.*
- *Provide software support help to customers*

6. Reseller obligations

The Reseller is obliged to:

- *Attend the supplier's free-of-charge training intended for obtaining necessary information about products, if he receives a written invitation,*
- *Must have a valid Spike Enterprise account code. This can be obtained by downloading, installing and registering for a FREE Spike account. This process will send to your phone a code which will be used to create your reseller account.*
- *Offer the acquired products to other individuals – e.g. End Users with professionalism which can be expected from him, to provide excellent customer service, necessary consultation, handle complaints, collect End User comments and pass them on to the Supplier,*
- *Cover the costs related to advertising, sales, etc. from his own resources.*
- *Get an internet modem, for Licensing (especially Bronze resellers)*
- *Shall inform supplier about piracy of supplier products and stop customers & others doing piracy. Reseller shall not involve himself in piracy of supplier copyrighted /trademarked products.*
- *Reseller should register all its leads with Supplier to get good support and avoid multiple resellers and / or supplier marketing same customer. The lead will be awarded to first cum first serve basis.*
- *The Reseller cannot make more copies of any of the product of DabarObjects Solutions Ltd. than the amount purchased, except for the freely distributable version or a signed authorization by the supplier. In the case the above mentioned are violated then the Supplier can demand the Reseller to pay a contractual fine of 10 times the product price, without reducing the amount by the granted discount. The Supplier's rights are not void by paying this contractual fine and doesn't rid the Reseller or his partners of their responsibilities to compensate the Supplier of his financial losses (for example, violating the copyright law, violating licensing rights of local / foreign organizations, etc.).*

- Any violation of the Reseller's obligations mentioned in section 5 is a substantial breach of this contract.
- Prompt response to customer support needs and excellent customer service are of high priority and in a situation whereby a reseller is reported for nonchalance towards a customer, the supplier has the right to refer the customer towards another reseller that is known for good conduct.

7. Further agreements

The Reseller can, in the area of his activities, widen the sales of the products of DabarObjects Solutions Ltd, according to this contract by using other distributors. It is required to make a list of these distributors and possibly give it to the Supplier if necessary. If a distributor is going to produce advertising material, advertise, place commercials in mass-media, etc. of the products of DabarObjects Solutions Ltd., then they are obliged to submit the respective material beforehand for the approval of DabarObjects Solutions Ltd.

The Supplier and the distributor are obliged to keep business information, which was obtained from other contractual parties for internal needs, confidential even after the expiration of this contract and to not give any information to a third party. This type of business information will be considered as: customer addresses, the number of claims against products, total of sales, stock status, planned price changes, extraordinary discounts, etc.

The Reseller is not provided by the Supplier exclusive rights to sell specific products or exclusive territorial rights.

8. Concluding agreements

This contract becomes effective from the day of its signing by both contractual parties.

DabarObjects may make changes at any time. Any changes or amendments to this contract must be written and signed by both Contractual parties. Only during a validity period will changes require both parties consent. This contract is made up of two exact duplicates, of which each contractual party gets one copy. Both the Supplier and Reseller declare that this contract was duly read, that they entered into this agreement after mutual discussions according to their own free will, undoubtedly and clearly, not under pressure or otherwise a unilateral disadvantageous condition.

For confirmation of this, both parties attach their signatures

IN WITNESS WHEREOF, DabarObjects Solutions Ltd and the Reseller agree to the terms and conditions herein.

For: DabarObjects Solutions Ltd.

Signed: _____

Ayodeji Aladejebi CEO

DabarObjects Solutions Ltd.

Plot 705, No 10, Usman Sarki Crescent,

Habibat House, Utako, Abuja, Nigeria

Telephone: 09 - 8713003 Mobile: 08035891780

Email: admin@dabarobjects.com

Right holder:

Signed: _____

Name:

Title:

Company:

Address:

City, State, Zip

Phone:

Fax:

E-mail:

Web Site: