



Client Track USA

by Trilobyte Solutions Inc.

Trilobyte Solutions Inc. Reseller Agreement

Please read and complete all the fields of this reseller agreement unless otherwise noted.

Note: The fields in this agreement can also be filled using Adobe Reader or Acrobat.

Trilobyte Solutions Inc. reserves the right to be selective with their applicants. **All information provided is completely confidential** and used for the sole purpose of the authorization process. The complete and original reseller application and original *Reseller Agreement* must be delivered to Trilobyte Solutions Inc. corporate offices to be processed. Missing or incomplete information may delay the process.

RESELLER'S INFORMATION (PRINT LEGIBLY)

Company Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Fax (if applicable): _____

Email: _____

Website _____

Contact Name: _____

Title: _____ Telephone: _____

Type of Business: Corporation Partnership Sole Proprietor

Business Description: _____

Years in Business: _____ Number of Locations: _____ Number of Employees: _____

Number of Clients: _____ Business Number: _____

Sales Tax Number (where applicable): _____

What other products or services do you market: _____

Are any of these products or services in direct competition with Client Track: Yes No

What geographic area are you interested in: _____

How do you plan on reaching your market:

Are you a member of any accounting/finance association or group? If so, which ones:

Do you own a copy of Client Track?: No Yes Don't own but have tried Client Track

Have you taken a Client Track Seminar?: No Yes, where: _____

Have you taken a Client Track Training Program?: No Yes, where: _____

Trilobyte Solutions Inc.

Toll-Free: 1-866-423-8525 | sales@clienttrackusa.com | www.ClientTrackUSA.com

Reseller Agreement Details

This Reseller Agreement is entered into between Trilobyte Solutions Inc. (o/a Client Track) known as "COMPANY" and name of person known as "RESELLER".

WHEREAS the COMPANY publishes and sells the Client Track software program; and WHEREAS RESELLER is in the business of consulting and/or reselling computer software, products or services to the finance industry in Canada.

RESELLER wishes to obtain, and Trilobyte Solutions Inc. is willing to grant RESELLER, a limited right to market and sell Client Track products, solely to end-users located in the immediate geographic area as stated in "**Attachment A**" and is subject to the conditions below.

1. DEFINITIONS

- 1.1 Products: "Products" shall mean the Client Track software that is either downloaded from the COMPANY website, or provided on a CD/DVD, or in any other electronic format.
- 1.2 Services: "Services" shall mean all services offered by the COMPANY to the RESELLER and/or the end-user.
- 1.3 Authorized RESELLER: "Authorized RESELLER" shall mean a separate legal entity that the COMPANY has given written permission to sell and market the COMPANY's products and services to an end user only.
- 1.4 RESELLER Price: "RESELLER Price" shall mean the price the COMPANY charges RESELLER for products and services.
- 1.5 Retail Price: "Retail Price" shall mean the price charged to the end-user by the RESELLER.
- 1.6 End User: "End User" shall mean any individual or entity obtaining copies of the products and/or services for their own personal or professional use and will not resell or distribute COMPANY products and/or services without written consent from the COMPANY.
- 1.7 Confidential Information: "Confidential Information" shall mean all data and information of a confidential nature including, information relating to the COMPANY, the COMPANY's products and services, the development of products and services and all the other COMPANY information regardless of how it is communicated.

2. GRANT OF LIMITED MARKETING LICENSE

- 2.1 The COMPANY hereby grants to RESELLER, and RESELLER hereby accepts from the COMPANY, a non-transferable, non-exclusive limited license to sell the COMPANY's products and services solely to end users located solely in the immediate geographic area as stated in "Attachment A".

The COMPANY grants RESELLER the limited right to use the COMPANY's Authorized RESELLER title and logo, solely in connection with and solely to the extent reasonably necessary for, the sale and marketing of the COMPANY's products and services to end users.

This license is non-exclusive. RESELLER agrees that at all times during the term of this Agreement it shall abide by the COMPANY's Corporate Identification Policy regarding proper use of all COMPANY text and images, Authorized RESELLER title and logo including all promotional material originating from the COMPANY. The RESELLER shall not alter or edit material without written permission from the COMPANY.

- 2.2 Relationship of the Parties: The relationship of the COMPANY and RESELLER established by this Agreement is of independent contractor, and nothing in this Agreement shall be construed to constitute the parties as employer and employee, franchisor and franchisee, joint ventures or co-owners.

The COMPANY and RESELLER understand and agree that the COMPANY does not grant RESELLER the power or authority to make or give any commitment for or on behalf of the COMPANY, or to enter into any contract or otherwise incur any liability or obligation on behalf of the COMPANY, or to release or assign any interest of the COMPANY, whether expressly set forth herein, or not.

- 2.3 Reserved Rights: All rights not specifically granted to RESELLER hereunder are reserved by the COMPANY. The COMPANY does not convey any Intellectual Property Rights to RESELLER hereunder, but merely grants a limited marketing license. RESELLER shall have no right whatsoever to have access to the source code for products and services sold by the COMPANY hereunder.

The COMPANY reserves the right to; (a) discontinue developing, distributing, producing or licensing any of its products and services at its discretion at any time; (b) market its products and services anywhere in the world directly to or through any third party or entity on any terms; (c) increase or decrease the number of authorized distributors, dealers, RESELLERS or remarketers, and others anywhere in the world.

3. OBLIGATIONS OF RESELLER

- 3.1 Sale to End-Users: RESELLER will sell the products only to end-users as defined in this agreement.
- 3.2 Non-compete Marketing: RESELLER agrees to not compete directly with the COMPANY in any sales or marketing effort including a) any tradeshow or special event where the COMPANY is participating as a sponsor and/or as an exhibitor and b) any sales or training event presented by or directly involving the COMPANY.
- 3.3 Non-compete Pricing: RESELLER agree to not compete with the COMPANY by offering the COMPANY'S products and services at a lower price than established by the COMPANY as stated in "Attachment B".
- 3.4 Package: RESELLER agrees to not physically package the COMPANY'S products in any way without prior written permission from the COMPANY. RESELLER agrees that the end user will obtain the COMPANY'S products only through the COMPANY'S website.
- 3.5 Bundling: RESELLER agrees to not offer the COMPANY'S products or services in any type of bundling or grouping with any other products or services. RESELLER agrees that the COMPANY'S products and services are to be sold on their own.

- 3.6 RESELLER Covenants: RESELLER agrees: (a) to conduct business in a manner that reflects favourably on the products and services and the COMPANY, (b) to avoid deceptive, misleading or unethical practices that are or might be detrimental to the COMPANY, products and services, end users or the public, including but not limited to disparagement of the COMPANY or the products and services, (c) not to publish or employ or cooperate in the publication or employment of any misleading or deceptive advertising material, (d) to make no representations, warranties or guarantees to end users or to the trade with respect to the products and services that are inconsistent with the literature supplied by the COMPANY, and (e) not to sell the products to any End User that engages in illegal or deceptive trade practices such as, but not limited to any practices proscribed under this subparagraph, and (f) to comply with all applicable federal, provincial, and local laws and regulations in performing its duties hereunder and in any of its dealings.
- 3.7 Notification: RESELLER will notify the COMPANY in writing of any claim or proceeding involving the COMPANY's products or services no later than ten (10) days after RESELLER learns of such claim or proceeding. RESELLER shall promptly notify the COMPANY; (a) of any claims or objections to its distribution of the products or services by a third party; and (b) of any illegal use, or misuse, of the products and services which come to its attention. RESELLER will also report promptly to the COMPANY all claimed or suspected defects in products.

4. PRICES, SALES, COMMISSIONS AND PAYMENT

- 4.1 Pricing: The COMPANY will set the pricing of all COMPANY Products and Services as detailed in "Attachment B". The RESELLER will not offer the COMPANY's products and services at a lower price without written permission from the COMPANY. The RESELLER acknowledges that all pricing is determined by the COMPANY and agrees to sell and market the COMPANY's products and services according to the latest updated Authorized RESELLER Pricing List provided by the COMPANY to the RESELLER.

The COMPANY reserves the right to adjust pricing on all of its products and services as needed. This includes all sales through promotions, draws, contests, tradeshow or any other such special event.

- 4.2 Sales: The RESELLER acknowledges that all Product and Service sales to the end user are processed through the COMPANY's website.

The COMPANY will provide the RESELLER with a schedule of codes that will be used by the end user to purchase products and services through the COMPANY's website. The RESELLER will provide the end user with instructions on how to make the purchase using the appropriate codes. The COMPANY will not be responsible for any sales processed without the appropriate code.

The RESELLER agrees that all End Users who purchase a product with an appropriate code will be the responsibility of the RESELLER for up to thirty (30) days following the date of the original sale. All additional sales by the end user within this thirty (30) day period will be credited to the RESELLER. All sales of products and services to the end user after the thirty (30) days will be credited to the COMPANY.

4.3 Commissions: The COMPANY agrees to pay a commission to the RESELLER on the fifteenth (15) day of the following month after a sale has been processed, based on the pricing structure set out in "Attachment B".

4.4 Payment of Commissions: Example: Sales processed in January is paid on the 15th of February. Commissions are based on the sale amount and do not include applicable taxes. All payments will be forwarded to the RESELLER in the form of a cheque and delivered by Canada Post unless notified of other arrangements.

5. CHANGES IN PRODUCTS AND SUPPORT

5.1 The COMPANY reserves the right at any time without liability or prior notice to (i) determine what constitutes each product and service, including, but not limited to its features, characteristics, documentation, and related materials; (ii) discontinue its sale of any or all COMPANY products and services which may include, but not be limited to, discontinuation due to the grant to a third party of exclusive sales or marketing rights to one or more products or service; (iii) to change or terminate any of the features of the products or service, or (iv) change or terminate the level or type of support or service which the COMPANY makes available for each product or service. Changes will be made known to the RESELLER by the COMPANY by e-mail notification.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 COMPANY'S Exclusive Rights: RESELLER acknowledges the COMPANY's exclusive right, title and interest in and to any and all Intellectual Property Rights, and RESELLER will not at any time do or cause to be done any act or thing impairing or tending to impair any part of said right, title and interest. RESELLER acknowledges and agrees that all of these Intellectual Property Rights shall remain the exclusive property of the COMPANY. RESELLER shall not remove the COMPANY's copyright notices and/or trademarks from any copy of the products or market or license the products or service under any name, sign or logo other than the trademarks set forth in the COMPANY's Corporate Identification Policy.

6.2 Prohibited Actions: RESELLER shall refrain from: (a) Copying, reproducing, reverse engineering, disassembling, decompiling, customizing or otherwise modifying the Products, (b) Translating or otherwise adapting the Products or Service in any way whatsoever, (c) Advertising the Products or soliciting orders therefore, outside the geographic area as stated in "Schedule A", (d) Entering into agreements with other persons which grant such persons the right to reproduce copies of the products. RESELLER shall render the COMPANY all reasonable assistance in connection with any matter pertaining to the protection of the Intellectual Property Rights, whether in the courts, administrative agencies, or otherwise.

7. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

7.1 Obligations: During the course of performance of this Agreement, the COMPANY may disclose certain Confidential Information to the RESELLER solely to permit RESELLER to perform its obligations under this Agreement. RESELLER shall refrain from using Confidential Information for any purposes or activities other than those specifically authorized by the COMPANY. RESELLER agrees that such

Confidential Information shall be kept secret by RESELLER and not disclosed to any third party during the term of this Agreement or after the expiration hereof without the COMPANY's prior written consent. All Confidential Information shall be promptly returned upon the COMPANY's reasonable request or upon termination of this Agreement, whichever is earlier.

- 7.2 Exceptions: The provisions of this Section 8 shall not apply, or cease to apply, to data and information supplied by the COMPANY if they (1) were already known to RESELLER, (2) have come into the public domain without breach of confidence by RESELLER or any other person, (3) were received properly and legally by RESELLER from a third party without restrictions on their use, or (4) are required to be disclosed pursuant to any statutory or regulatory provision or court order; provided that RESELLER shall have the burden of establishing any of the foregoing exceptions by conclusive evidence.

8. DURATION AND TERMINATION OF AGREEMENT

This agreement shall terminate immediately upon RESELLER no longer being an active member of the COMPANY's Authorized RESELLER Program. Otherwise, the term of this Agreement shall be for a period of one (1) year from the Effective Date as defined below.

Thereafter, this Agreement shall be renewed for successive one (1) year terms without further notice, unless terminated sooner as follows: (a) RESELLER or the COMPANY may terminate this Agreement at will, at any time after the initial term of this Agreement, with or without cause, by written notice given to the other party not less than thirty (30) days prior to the effective date of agreement renewal. (b) the COMPANY may terminate this Agreement at any time, effective immediately, by giving written notice upon the occurrence of any of the following events: (i) Upon any breach by RESELLER of its duties and obligations of the Agreement; (ii) Upon the enactment of any law, decree, or regulation by any governmental unit which would impair the right of the COMPANY to terminate this Agreement as herein provided; or, (iii) Upon the acquisition of direct or indirect control of RESELLER by any individual or entity which manufactures or markets Products or Services competing or likely to compete with any COMPANY Products or Services (iv) violation of any of the terms of the agreement including but not limited to Sections 3, 7 and 8.

9. INDEMNIFICATION OF THE COMPANY

RESELLER will defend and indemnify the COMPANY (including reasonable legal fees and costs of litigation or other dispute resolution process, including arbitration) against and hold the COMPANY harmless from, any and all claims by any other party resulting from RESELLER's acts (other than the mere marketing of the Products), omissions or misrepresentations, regardless of the form of action.

10. DISCLAIMER OF WARRANTY

- 10.1 Warranties: The COMPANY makes no warranties or representations as to the performance of the products or as to service to RESELLER or to any other person, except as set forth in the COMPANY's License Agreement accompanying delivery of the products. The COMPANY reserves the right to change the warranty and service policy set forth in such License Agreement, or otherwise, at any time, without further notice and without liability to RESELLER or any other person. The COMPANY does not

warrant the output of the Products to meet the standards or requirements, which may be applicable to any end-user's business. The COMPANY does not make or give any representation or warranty with respect to the usefulness or the efficiency of the products and services, it being understood that the degree of success with which equipment, software programs and materials can be applied to data processing is dependent upon many factors, many of which are not under the COMPANY's control.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, ALL CONDITIONS, WARRANTIES, REPRESENTATIONS, LIABILITIES AND OBLIGATIONS WHETHER EXPRESS OR IMPLIED ARISING FROM NEGLIGENCE OR IMPOSED BY STATUTE OR OTHERWISE, IN RESPECT OF THE SUPPLY AND OPERATION OF THE PRODUCTS OR ANY RELATED SERVICES, INCLUDING ANY CONDITIONS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AS TO CORRESPONDENCE WITH DESCRIPTION, ARE HEREBY DISCLAIMED.

THE LIABILITY OF THE COMPANY, IF ANY, FOR DAMAGES RELATING TO ANY COMPANY PRODUCTS OR SERVICES SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY RESELLER FOR SUCH PRODUCTS AND SHALL IN NO EVENT INCLUDE INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. FURTHERMORE, ANY CAUSE OF ACTION ON ANY MATTER FOR WHICH THE COMPANY IS LIABLE HEREUNDER MUST BE BROUGHT BY RESELLER WITHIN TWELVE (12) MONTHS AFTER THE DATE HEREOF, RESELLER HEREBY WAIVING ANY OTHER STATUTE OF LIMITATIONS WHICH MAY BE APPLICABLE.

10.2 Reseller Warranty: RESELLER agrees that it shall not make any warranty, guarantee, or representations, express or implied, greater in scope or duration than that as set forth in this Section 10.

11. GENERAL PROVISIONS

11.1 Modifications and Amendments: This Agreement shall not be modified, amended, cancelled or in any way altered, nor may it be modified by custom and usage of trade or course of dealing, except by an instrument in writing and signed by the COMPANY.

11.2 Waiver: The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement. All waivers must be in writing.

11.3 Severability: In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EVERY PROVISION OF THIS AGREEMENT WHICH 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 IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

- 11.4 Assignment: RESELLER may not assign this Agreement or any of its rights or obligations hereunder to any third party or entity, and this Agreement may not be involuntarily assigned or assigned by operation of law or change of control, without the prior written consent of the COMPANY, which consent shall be given or withheld by the COMPANY in the exercise of its sole discretion. The COMPANY shall have the right to assign this Agreement in its sole discretion. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and, except as otherwise provided herein, their respective legal successors and permitted assigns.
- 11.5 Paragraph Heading and Language Interpretation: The paragraph headings contained herein are for reference only and shall not be considered substantive parts of this Agreement. The use of the singular or plural form shall include the other form.
- 11.6 Legal Fees: In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, legal fees and other expenses incurred by such prevailing party in the litigation.
- 11.7 Governing Law and Forum: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario applicable thereto. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permitted and the remainder will remain in full force. A failure to reach an adjustment of any difference, or to settle any dispute or claim that may arise, except as otherwise provided in this agreement, shall thereupon make the same a matter for arbitration hereunder, upon the written request of any one party to the other. It is understood that a judgment on an award rendered, which may include an award of damages, may be entered in any court of competent jurisdiction. This agreement is the entire agreement between the RESELLER and the COMPANY
- 11.8 Release of Claims: Any and all claims against the COMPANY arising under prior agreements, whether oral or in writing, between the COMPANY and RESELLER are waived and released by RESELLER by acceptance of this Agreement.
- 11.9 Force Majeure: The COMPANY shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond the COMPANY's reasonable control.
- 11.10 Equitable Relief: RESELLER acknowledges that any breach of its obligations under this Agreement with respect to the Intellectual Property Rights or Confidential Information of the COMPANY will cause the COMPANY irreparable injury for which there are inadequate remedies at law, and therefore the COMPANY will be entitled to equitable relief in addition to all other remedies provided by this Agreement or available at law. Except as specifically provided herein, no remedy made to the COMPANY hereunder is intended to be exclusive of any other remedy provided hereunder or available at law or in equity.
- 11.11 Notices: All notices and other communications from a party shall be in writing and transmitted by either regular mail, email or certified mail addressed to the respective address of the intended recipient set forth on the first page thereof. Such notices shall be effective upon receipt by the intended recipient party.

11.12 Authority to Execute: Each of the parties to this Agreement represents and warrants that it has full power to enter into this Agreement

11.13 Effective Date: This Agreement shall become effective only after it has been signed by RESELLER and has been accepted by the COMPANY and its effective date shall be the date on which it is signed by the COMPANY.

11.14 Entire Agreement: This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreements between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOFF, the parties hereto have executed this Reseller Agreement on the date specified below.

RESELLER

Name: _____

Title: _____

Signature: _____ Date: _____
mm / dd / yy

Witness Name: _____

Title: _____

Signature: _____ Date: _____
mm / dd / yy

COMPANY (Trilobyte Solutions Inc.)

Name: _____

Title: _____

Signature: _____ Date: _____
mm / dd / yy

Witness Name: _____

Title: _____

Signature: _____ Date: _____
mm / dd / yy

Attachment "A"

RESELLER wishes to obtain, and Trilobyte Solutions Inc. is willing to grant RESELLER, a limited right to market and sell Client Track products, solely to end-users located in, and limited to, the immediate geographic area(s) of:

(Area(s) to be listed below)

Attachment "B"

(Annual Payment Plan - Initial Setup Fee)

CLIENT TRACK 6 (USA)	Retail Price	Reseller Price	Discount	Commission
Small Business Edition				
Single License	\$250.00	\$150.00	40%	\$100.00
3-User Pack	\$375.00	\$225.00	40%	\$150.00
5-User Pack	\$600.00	\$360.00	40%	\$240.00
10-User Pack	\$1,000.00	\$600.00	40%	\$400.00
20-User Pack	\$1,800.00	\$1,080.00	40%	\$720.00
Time & Billing Edition				
Single License	\$350.00	\$210.00	40%	\$140.00
3-User Pack	\$540.00	\$324.00	40%	\$216.00
5-User Pack	\$800.00	\$480.00	40%	\$320.00
10-User Pack	\$1,500.00	\$900.00	40%	\$600.00
20-User Pack	\$2,500.00	\$1,500.00	40%	\$1,000.00
Integration Edition				
Single License	\$425.00	\$255.00	40%	\$170.00
3-User Pack	\$630.00	\$378.00	40%	\$252.00
5-User Pack	\$950.00	\$570.00	40%	\$380.00
10-User Pack	\$1,700.00	\$1,020.00	40%	\$680.00
20-User Pack	\$3,200.00	\$1,920.00	40%	\$1,280.00
Workflow Edition				
Single License	\$750.00	\$450.00	40%	\$300.00
3-User Pack	\$960.00	\$576.00	40%	\$384.00
5-User Pack	\$1,500.00	\$900.00	40%	\$600.00
10-User Pack	\$2,800.00	\$1,680.00	40%	\$1,120.00
20-User Pack	\$5,000.00	\$3,000.00	40%	\$2,000.00

The Annual Recurring License Fee is included for the first year of your initial Client Track purchase. After the first year is up, you will be charged every year as long as you use Client Track. For more information and pricing on Annual Recurring License Fee, go to www.ClientTrackUSA.com. Pricing and commissions may change without notice.