

Reseller Contract

Between(Supplier)

MobileERP Softech P Ltd. (Supplier)
E143, Vrundavan Township, Harni Road,
Baroda – 390006. India.
Responsible Person: Mr. Ashish Shah Function: CEO
Telephone: 0265-3012084 Fax: 0265-3014112
Email: sales@erpweb.com

and (Reseller)

Organization:.....
Address and Postal code:.....
Responsible person:..... Function:.....
Telephone:..... Fax:..... Mobile:.....
E-mail:.....

MobileERP Softech P Ltd. and the below signed Reseller have agreed that the Reseller would arrange to sell software, which is a product of MobileERP Softech P 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

.....
MobileERP Softech P Ltd.
Stamp & signature

.....
Reseller
stamp & signature

1. Subject of agreement

The Supplier is obliged to supply Resellers softwares, 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

Contracts are set for a period of one year.

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 one year.

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

- a) a written agreement from both contractual parties
- b) 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.
- c) a unilateral termination of the contract by the Supplier for a substantial breach of contract by the Reseller.

3. Cost and payment conditions

The price for providing the products of MobileERP Softech P Ltd. is determined between the Supplier and Reseller, where the price comes from the Supplier's current pricelist and is reduced by the appropriate discount. 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. MobileERP Softech P Ltd. reserves the right to change product prices and even Reseller conditions according to the current market situation.

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

Reseller is not supposed to BILL directly to customers. In case reseller bills then it is breach of this contract. Resellers cannot take payment directly from customers. All payments should be collected in name of company MobileERP Softech P Ltd. only.

Default in Billing & payment system as mentioned above is a serious breach of the contract and can be one of the reasons for a unilateral termination of the contract by the Supplier. In this case the Reseller loses his rights for Reseller discounts which he earlier obtained.

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The Reseller commissions will be payed by supplier either by DD / Local Cheque or Wire Transfer within one week of customer released payments. Supplier will not be responsible if customer refuses to pay or delay the payments. Getting payments from customer is joint responsibility of both reseller & suppliers.

4. Supplier obligations

The Supplier is obliged to:

- a) provide the Reseller a TRIAL-version, possibly allow him access to it through Internet, for advertising purposes, at no cost,
- b) provide the Reseller with sample text, possibly pamphlets for advertising purposes,
- c) regularly provide a current pricelist of products
- d) provide necessary information about supplying products by training the Reseller's employees, at no cost,
- e) adhere to the set delivery period of the ordered products after acquiring the order,
- f) guarantee that the delivered goods will not have any legal defects and that in regards to the Copyright Act they are distributed properly.

5. Reseller obligations

The Reseller is obliged to:

- a) attend the supplier's free-of-charge training intended for obtaining necessary information about products, if he receives a written invitation,
- b) offer the acquired products to other individuals – e.g. End Users with professionalism which can be expected from him, to provide necessary consultation, handle complaints, collect End User comments and pass them on to the Supplier,
- c) cover the costs related to advertising, sales, etc. from his own resources.
- d) recommend the End User of the necessity of completing the registration process (e.g. filling in the registration card and pass it to the Supplier either by surface mail or on the Web-site of the Supplier)
- e) 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.
- f) 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 can not make more copies of any of the products of MobileERP Softech P Ltd., than the amount purchased, except for the freely distributable TRIAL-version. 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.

6. Further agreements

The Reseller can, in the area of his activities, widen the sales of the products of MobileERP Softech P. Ltd, according to this contract by using other distributors. It is

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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 MobileERP Softech P Ltd., then they are obliged to submit the respective material beforehand for the approval of MobileERP Softech P 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.

7. Concluding agreements

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

Any changes or amendments to this contract must be written and signed by both contractual parties. 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, MobileERP Softech Pvt. Ltd and the Reseller agree to the terms and conditions herein.

For MobileERP Softech P Ltd.

Signed: _____

Ashish Shah CEO

MobileERP Softech P Ltd.

E143, Vrundavan Township, Harni Road,

Baroda – 390006. India.

Responsible Person: Mr. Ashish Shah Function: CEO

Telephone: 0265-3012084 Fax: 0265-3014112

Email: sales@erpweb.com

Rightholder:

Signed: _____

Name:

Title:

Company:

Address:

City, State, Zip

Phone:

Fax:

E-mail:

Web Site:

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Price List

The MobileERP software Reseller.

Software version	Description	Price End-User	Reseller %
MobileERP	ERP Software + 100MB online server + limited implementation + limited customization	Refer www.mobileerp.net for pricelist	20%
ERPWEB	ERP Software + Physical Hardware + limited implementation + limited customization	Refer www.erpweb.com for pricelist	20%

Kindly refer detail quotations for exact details and terms of pricing. Taxes as applicable will be charged extra.

Any other orders generated as by-products of above orders will also entitle reseller to obtain commission as per negotiations with supplier on case to case basis.

All prices are "per license". One license is required for each Company on which MobileERP software is installed. One license enables the customer to use any number of clients served by one server. We offer additional discounts for larger volume purchases. For more information, please contact us (sales@erpweb.com).

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