

INDEPENDENT RESELLER AGREEMENT

This Independent Reseller Agreement ("Agreement") is made on the ____/____, 2017 ("the Effective Date"), by and between PeopleSmart Enterprises NZ Ltd., ("Company") located at 51 Hepburn Rd, Glendene, Auckland, NZ, 0602 ("Company")

and _____ ("Reseller") located at:

Whereas Company desires to engage Reseller to market and sell the products of the Company, being the Curriculum and the Training and its Materials and Resources, and Reseller desires to engage in such services, Reseller and Company (also referred to herein as "Party" in the singular and "Parties" in the plural) desire to define the terms and conditions applicable to Reseller's performance of such services. Company and Reseller hereby agree as follows:

- 1) **Length of Agreement.** The Parties agree that this Agreement will last for a term of one (1) year, unless otherwise terminated by either Party. This Agreement will automatically renew for periods of one (1) year unless otherwise terminated by either Party.
- 2) **Appointment and Acceptance.** The Parties agree with regards to the appointment of Reseller under this Agreement as follows:

Company hereby appoints Reseller as one of the Company's Resellers to solicit orders for those products (collectively, "Products") as marketed from time to time by the Company.
- 3) **Proprietary Right and Goodwill.** Reseller acknowledges and agrees that it neither has, nor will acquire, any vested or proprietary right or interest with respect to the Territory, any Company customers/clients in the Territory, or any Company customer/client lists. Reseller further acknowledges and agrees that any goodwill accruing in the Territory during the term of this Agreement with respect to Company or Company Products shall be considered the property of the Company. Reseller hereby accepts its appointment hereunder.
- 4) **Responsibilities of Reseller.** Reseller shall satisfy the following responsibilities at all times during the term of this Agreement:
 - i. Reseller shall use best efforts to provide services, in a manner consistent with the standards generally observed by a professional in the industry to which such services performed can be classified, in accordance with the terms and conditions set forth.
 - ii. Reseller shall exhibit and conduct behavior in a manner consistent with the high image, reputation and credibility of Company and Company Products, and shall engage in no activities that reflect adversely on Company or Products.
 - iii. Reseller will use best efforts to achieve any sales quotas as specified by Company from time to time.
 - iv. Reseller will comply with all applicable laws in performance of Reseller's duties under this Agreement.

INDEPENDENT RESELLER AGREEMENT

5) Scope and Limitations of Reseller's Authority. The Parties agrees as follows with regards to the scope and limitations of Reseller's authority under this Agreement:

- I. Reseller has authority to solicit and accept orders on behalf of Reseller only.
- II. Reseller has no authority to bind Company to any agreements or sales orders.
- III. Reseller shall have no authority to modify any such prices, credit terms, sales programs or other terms or conditions of sale without prior written authorization from Company.
- IV. Company shall have the right, from time to time, at its sole discretion, to change the terms of the Pricing Schedule (refer Appendix A) upon thirty (30) days written notice to Reseller. In any such instance, Company shall issue a new pricing schedule in writing to Reseller reflecting such change, which shall, as of the effective date stated thereon, supersede the previous pricing schedule. Any Company Products ordered by Reseller prior to or during the thirty (30) day notification period will be invoiced in accordance with the then-current price.
- V. Reseller at no time shall engage in any unfair trade practices with respect to Company or Products, and shall make no false or misleading representations with respect to Company or Products.
- VI. Reseller shall refrain from communicating any information with respect to guarantees or warranties regarding Products, except such as are expressly authorized by Company or are set forth in Company's literature or other promotional materials.
- VII. Reseller shall not use Company's tradenames or trademarks or any names closely resembling same as Part of Reseller's corporate or business name, or in any manner which Company, in its sole discretion, may consider misleading or otherwise objectionable.

6) Tracking sales and Reseller commissions. The Parties agrees as follows with regards to Reseller tracking of sales and commissions under this Agreement:

- I. Reseller shall be given a unique coupon code (refer to Appendix A) for using when selling all Company Products for tracking of their personal sales. Reseller is responsible for supplying their customers/clients with this coupon code for submitting when purchasing Company products from the PeopleSmart World website's online shop.
- II. Company will track all total Reseller sales using their unique tracking code, and will pay to the Reseller a sales commission (refer to Appendix A) on all sales that have this unique tracking code.
- III. All Reseller commissions will be paid out on a monthly basis no later than the **10th of the month following** into the Reseller's PayPal account.
- IV. Reseller understands and agrees that all risk of loss passes to Reseller with each purchase of Company Products by Reseller. Reseller understands and agrees that Company is not liable to Reseller for any loss of, damage to, or inability to sell Company Products where applicable.

INDEPENDENT RESELLER AGREEMENT

- 7) **Re-branding of Company Products.** The Parties agrees as follows with regards to the re- branding of Company Products by Reseller under this Agreement:
- I. Reseller cannot re-brand Company Products by changing the name of the Company Products and/or changing logos in Company Products to match those of Reseller.
 - II. Reseller shall not remove any copyright references to Company.
- 8) **Ownership of Intellectual Property.** The Parties hereto agree that all intellectual property rights to Company Products are solely vested in Company. Reseller shall make no claims to Company Products nor shall Reseller make any such claims in any ideas, modifications to products, and other deliverables (“Work Product”) that result from Reseller’s services pursuant to this Agreement. The Parties agree that such Work Product is considered to be a “work for hire” and shall be therefore exclusively vested in Company and/or automatically assigned to Company. Reseller agrees to promptly execute any documents necessary for Company to perfect its rights in such Work Product.
- 9) **Support of Company Products.** The Parties agrees as follows with regards to the support of Company Products under this Agreement:
- I. Company shall provide Reseller with internal product support for Reseller, its employees and contractors.
 - II. Reseller shall provide end user support in the form of sales reports and customer/client contact lists for all Company Products which Resellers sells.
- 10) **Employees and Contractors.** Reseller agrees if applicable, that it will ensure that its employees and contractors performing services under this Agreement comply with this Agreement, including, but not limited to, having such employees sign documents assigning intellectual property rights to Company to the extent Reseller is required such rights to Company.
- 11) **Indemnification.** Reseller hereby agrees to indemnify Company for any liability that Company may incur as a result of Reseller’s breach of this Agreement. The terms of this Section shall survive the termination and/or expiration of this Agreement. Reseller’s obligations pursuant to this section shall survive the termination/expiration of this Agreement.
- 12) **Businesses Licenses and Taxes.** Reseller shall be responsible for payment of all businesses licenses and sales, use, and excise taxes relating to Reseller’s services under this Agreement.
- 13) **Limitation of Liability and Exclusion of Certain Remedies.** Under no circumstance, regardless of the basis of the claim, shall the total liability of Company to Reseller exceed the total amount of completed sales from Reseller within the last six (6) calendar months. In no event shall either Company be liable to Reseller for consequential, special, incidental, or punitive damages (including, but not limited to, legal costs and fees) from any claim asserted against Company or by any third Party through any Party to this Agreement. The terms and provisions of this section shall survive the termination and/or expiration of this Agreement.

INDEPENDENT RESELLER AGREEMENT

- 14) Confidentiality.** During the period in which Reseller is providing services for Company and indefinitely thereafter, Reseller shall keep secret and retain in strictest confidence, and shall not, without the prior consent of Company, furnish, make available or disclose to any third Party or use for the benefit of itself (except as necessary to fulfill the purposes of this Agreement and/or the Pricing Schedule) or any third Party, any Confidential Information of Company. As used herein, "Confidential Information" shall mean any information relating to business or affairs of Company, including but not limited to; Company, Product, Work Product, information relating to financial statements, business strategies and plans, customer identities, customer accounts, potential customers, employees, suppliers, servicing methods, equipment, programs, style and design strategies and information, analyses, profit margins, or other proprietary information used by Company in connection with its business. If Reseller is an entity, it will make sure that the Confidential Information is disclosed only to those of its employees whose functions require that they obtain access to the Confidential Information to carry out the purpose of this Agreement, that have been informed of the confidential nature and obligations of Reseller with respect to the Confidential Information and who are subject to a general written agreement committing such employees to conduct that would not violate Reseller's obligations listed in this Section with respect to such Confidential Information if such conduct was committed by Reseller. Reseller's obligations pursuant to this section shall survive the termination of this Agreement.
- 15) Insurance.** Reseller agrees to maintain the following minimum insurance coverage during the term of this Agreement: (i) worker's compensation insurance or employer's liability insurance to the value of \$2,000,000, as required by applicable law. Reseller shall submit certificate of insurance to Company upon request where applicable.
- 16) Termination.** Notwithstanding anything to the contrary in this Agreement, Company may terminate this Agreement without any obligation, upon thirty (30) days notice via e-mail, facsimile or hand delivery. Upon such notice of termination, Reseller shall immediately surrender all Confidential Information ("Termination Obligations") and certify to Company, in writing, that it has performed its Termination Obligations. Reseller's obligations pursuant to this Section shall survive the termination/expiration of this Agreement.
- 17) No Other Relationship or Interest.** The Parties agree that this Agreement does not create any other relationship or legal interest between the Parties, including, but not limited to, employer/employee relationship, license, title, guarantee of work, or right to use any Confidential Information, except as specified by this Agreement.
- 18) Disputes and Governing Law.** The laws of California USA without regard to any conflict of law principles, govern this Agreement. No action, arising out of the transactions under this Agreement may be brought by either Party more than one year after the cause of action has accrued.
- 19) Fringe Benefits.** Reseller is not entitled to any fringe benefits.

INDEPENDENT RESELLER AGREEMENT

- 20) Limitations on Assignment.** Reseller may not assign, transfer or sell all or any of its rights under this Agreement or delegate all or any of its obligations hereunder, without the prior written consent of Company. Company may assign this Agreement to a parent, subsidiary or affiliated firm or to another entity in connection with the sale or other transfer of all or substantially all of its business assets. Subject to these restrictions, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns.
- 21) Pricing Adjustment.** Company has the right to adjust pricing and will give Reseller thirty (30) days prior written notice of all price increases.
- 22) General.** This Agreement, constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all agreements, proposals, representations and other understandings, oral or written, of the Parties. No alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized Reseller of each Party. The waiver by either Party of a breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach and any waiver must be in writing and signed by an authorized representative of the Parties hereto. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Any notice or other communication required or permitted hereunder shall be given in writing to the other Party at the address stated above, or at such other address as shall be given by either Party to the other in writing. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and rightful assignees.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

ACCEPTED BY RESELLER:	ACCEPTED BY COMPANY:
Signature	Signature
Name	Name
Title	Title
Date	Date

APPENDIX A – Reseller Commissions

Product or Service	Payment Dollar amount / Commission %
PeopleSmart World Online Shop Retail Assessments	\$2 per report
Training Courses PeopleSmart Academy	15%
DISC Certification Training Private 1:1 Carol Dysart	15%
PeopleSmart Enterprises Licence	5%
PeopleSmart Consulting services	10%

IMPORTANT NOTE: All commissions are calculated in the currency used to purchase product or service and are paid out in US dollars. All commissions paid out via PayPal. A Reseller Coupon Code is given to you as a Reseller for giving to your clients/customers for tracking purposes for online retail purchases – PeopleSmart World and PeopleSmart Academy online shops.

Reseller Coupon Code: _____