

EFROTECH SERVICES RESELLER AGREEMENT

This Reseller Agreement (the "Agreement") is entered into by and between EfroTech Services ("EfroTech") and _____ ("Reseller") on _____ (the "Effective Date"). EfroTech may amend the terms and conditions of this Agreement at any time upon notice to Reseller.

I. Exclusive Agreement

Subject to the terms and conditions of this Agreement, EfroTech grants Reseller an exclusive, non-transferable, _____ license, without _____ right to sublicense, within _____ (the "Territory") to market, promote, and resell EfroTech's products as mentioned in Authorized Products section (the "Products") attached hereto, and use EfroTech trademark, service mark and logo solely for its performance under this Agreement. EfroTech reserves the unrestricted right to sell, license, market and distribute or to grant to others the right to sell, license, market and distribute the products anywhere in the world other than the Reseller territory. All intellectual property rights, other than those expressly granted under this Agreement, that relate to the Products shall remain with EfroTech.

EfroTech and the Reseller are mutually agreed on the following terms:

- A. **Reseller Fee:** The Reseller shall pay EfroTech a non-refundable sum of USD 500/year as resellership fee. This fee is also includes 50 training & support hours for Reseller.
- B. **Security Deposit:** The Reseller shall pay EfroTech, a sum of \$1,000 as a one-time Security Deposit, which is 90% refundable at the time of termination of this agreement.
- C. **Promotion:** The Reseller shall promote the products of EfroTech and take such actions as may be necessary for marketing and sale of those products. Reseller agrees to promote EfroTech Products (as mentioned in Authorized Products section) on its own website. Reseller also agrees to add a link on homepage of its website to redirect on EfroTech websites; www.EfroTech.com and www.TimeTrax.com.pk
- D. **Pricing:** Reseller's price list will be provided separately for the products authorized for the Reseller.
- E. **Customizations:** Customizations in EfroTech Software Products may not be committed by the Reseller without discussing with EfroTech. Cost of customization will be decided upon the detail requirements provided by the Reseller. EfroTech reserve the right to reject any customization request that does not comply with its rules, operating procedures and policies.
- F. **Payment Terms**
 - a. **(For Subscription):** 100% Advance at the time of activation of subscription order.
 - b. **(For License):** 50% Advance at the time of order, 50% upon delivery.
 - c. **All payments will be made in U.S. dollars by Bank Transfer or PayPal.**
- G. **Support & Services:** Reseller will be responsible for providing support and implementation services to its clients.
- H. **General:** In carrying out this Agreement, Reseller will conduct itself in an ethical, professional and lawful manner, will exercise its best efforts to achieve a high level of customer satisfaction, and will refrain from doing anything to impair the reputation of EfroTech.

- I. **EfroTech Customers:** Reseller will not approach the existing EfroTech's customers within the Reseller territory. List of existing customers will be provided separately

II. Authorized Products

- A. **TimeTrax** - HR unbundled Solution including eAttendance, ePayroll, eLeave, eDocs, eRecruitment, eTraining, eTravel and eDash.

III. EfroTech Marks

- A. EfroTech hereby grants to Reseller a limited, exclusive right to use EfroTech's regular trade names, trademarks, titles and logos (the "Licensed Marks") in the advertising, promotion and sale of the EfroTech Products. Reseller shall not make or permit alteration or removal of tags, labels, or identifying marks placed by EfroTech on its Product. Reseller will not use EfroTech' trade names or abbreviations (with the exception of a logo or mark or graphic design provided by EfroTech to Reseller, which indicates Reseller is an authorized reseller of EfroTech) in Reseller's corporate title, or name or in any way that might result in confusion as to separate and distinct identities of Reseller and EfroTech. Upon the expiration or earlier termination of this Agreement, the license granted to Reseller in the Licensed Marks shall immediately terminate and Reseller shall immediately cease and desist all use of the Licensed Marks.
- B. Reseller recognizes and acknowledges EfroTech's ownership and title to the Licensed Marks and the goodwill related thereto and agrees that any goodwill which accrues because of Reseller's use of such marks shall become the property of EfroTech. Reseller further agrees not to contest or take any action in opposition to any trademark, service mark, trade name or logo of EfroTech or to use, employ or attempt to register any mark or trade name which is similar to any mark or name of EfroTech.

IV. Independent Contractors

Reseller is an independent contractor engaged in purchasing of EfroTech products for resale to its customers. Reseller is not an agent or legal representative of EfroTech for any purpose, and has no authority to commit anything on behalf of EfroTech. Reseller will not represent itself in any way that implies Reseller is an agent or branch of EfroTech. Reseller will immediately change or discontinue any representation or business practice found to be misleading or deceptive by EfroTech immediately upon notice from EfroTech. Under no circumstances shall any of the employees of one party be deemed to be employees of the other for any purpose.

V. Confidentiality

In the performance of this Agreement, each party may have access to confidential, proprietary or trade secret information owned or provided by the other party ("Confidential Information"). All Confidential Information supplied by one party to another pursuant to this Agreement shall remain the exclusive property of the disclosing party. The receiving party shall use such Confidential Information only for the purposes of this Agreement and shall not copy, disclose, convey or transfer any of the Confidential Information. Neither party shall have any obligation with respect to Confidential Information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or received by the receiving party from a third party, which was not subject to similar confidentiality obligations to the disclosing party; or (iii) is independently developed by the receiving party, without breaching the confidentiality obligations of this Agreement.

VI. Force Majeure

Except for payment obligations, neither Party shall be required to perform any term, covenant, or condition of this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean any wars, governmental laws, orders, requirements or actions, enemy or hostile governmental actions, strikes, lockouts, labor or employment difficulties, civil commotions, acts or threatened acts of terrorism, suicide bombings, explosions, pestilence or epidemic, fires, floods, accidents or breakdowns, or any other casualties or conditions which are beyond the reasonable control of either Party and not due to the fault or negligence of such Party. If, as a result of any of these conditions, Reseller fails to perform any obligations specified in this Agreement and gives written notice of same to the EfroTech immediately of their occurrence, then such failure shall not be deemed a breach or default; and the applicable time periods in which to perform shall be extended, but only to the extent and for the period such condition exists.

VII. Agreement Period, Amendments and Termination

The period of this Agreement is twelve (12) months from the Effective Date. This Agreement shall automatically renew (on completion of 12 months) for one year term, unless terminated earlier in accordance with this Agreement.

EfroTech may, from time to time, give Reseller written notice of amendments to this Agreement. Any such amendment will automatically become a part of this Agreement thirty (30) days from the date of the notice, unless otherwise specified in the notice.

Termination of this agreement as follows:

- a. EfroTech or Reseller may terminate this Agreement at any time upon sixty (60) days written notice
- b. If Reseller fails to comply with any of the terms and conditions of this Agreement, EfroTech may terminate the Agreement by giving prior notice
- c. There is an instituted bankruptcy or insolvency proceeding against Reseller, which is not vacated within sixty (60) days from the date of filing;

VIII. Severability and Governing Law

If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and the unenforceable or invalid provision shall be construed to be amended in order to avoid such unenforceability or invalidity while preserving as closely as possible the intent of the Parties. This Agreement shall be governed by and construed in accordance with the law of the Islamic Republic of Pakistan, without regard to the conflict of laws provisions thereof.

IX. Floor Crossing

Both parties agree that they shall desist from poaching each other's employees, offer them inducements to leave their respective organizations for another. Upon breach of this clause, the affected party, upon prior notification to the other party, shall have the right to terminate this agreement with immediate effect and the other party will pay three months salary of that employee to affected party.

X. No Waiver of Breach

No failure on the part of either Party hereto to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall construe as a waiver thereof. Nor shall any single or partial exercise of any such right; remedy or power precludes any other or further exercise of any other right, remedy, or power. No waiver shall be valid unless it is in writing and signed by the Party to be bound thereby.

XI. LIMITED LIABILITY

Under no circumstances, including any infringement claims, shall EfroTech be liable to Reseller or any other party for any re-procurement costs, lost revenue or profits or for any other special, incidental or consequential damages, even if company has been informed of such potential loss or damage.

In Witness whereof, the Parties hereto have agreed to execute this agreement through their duly authorized representatives on the date inscribed below.

Signed on behalf of the parties by:

Principal	EfroTech	Reseller	
Business Registration Number	2507818-6	Business Registration Number	
Country	Pakistan	Country	
Address	Suite # 301, Progressive Center, PECHS, Shara-e-Faisal, Karachi	Address	
Phone	+92 21 34389620-2 / +92 21 32043020	Phone	
Fax	Fax: +92 21 34389623	Fax	
Email	reseller@efrotech.com	Email	
Name		Name	
Title		Title	
Signature		Signature	
Date		Date	
Witness Name		Witness Name	
Witness ID Number		Witness ID Number	
Witness Signature		Witness Signature	