

## RESELLER AGREEMENT

THIS RESELLER AGREEMENT (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ ("Effective Date") by and between GVS Consult Inc. ("GVS") and \_\_\_\_\_, ("The Reseller"). GVS and the Reseller may each be referred to herein as a "Party" and collectively as the "Parties".

### BACKGROUND

This Agreement specifies terms and conditions under which GVS will sell to The Reseller and The Reseller will purchase from GVS certain services for The Resellers resale to end users.

### AGREEMENT

#### 1. Definitions

In this Agreement, "we" and "us" means GVS Inc., and "you" means the Reseller participating in the GVS Reseller Program referred to as "The Program".

"GVS Web Site" or "Our Site" means the web sites located at <http://www.title-consult.com> and <http://www.prestigious-titles.com>, and "Your Site" means a web site upon which you establish Links to Our Site as part of this Program.

"GVS Services" means GVS services available in the Program as listed at the above mentioned websites.

Customers means the customers of the Reseller with whom the Reseller forms a contractual relationship.

#### 2. Entire Agreement

This Agreement and the attached Schedule 1 constitute the entire understanding and agreement between the parties relating to the GVS Reseller Program and supersede any and all prior or contemporaneous oral or written communications.

Upon notice to you by email or in writing we may modify the terms of this Agreement. If any modification is unacceptable to you, you may terminate the Agreement as provided in clause 18; should you so terminate, the changes we have announced shall nevertheless become effective unless we agree, in writing, to the contrary. Your continued use of GVS Services following our notification of the changes will constitute binding acceptance of the change.

GVS may discontinue or change the services offered in the event of your failure to comply with the following provisions.

If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

#### 3. Enrollment in the Reseller Network

In the event your application to become a Reseller made through Our Site is accepted you acknowledge and agree that we may contact you via email from time to time with newsletter updates and promotions regarding the services of GVS.

#### 4. Reseller Obligations

You acknowledge that you are responsible for assuring that your sales force and customer care representatives for the GVS Services are trained, competent and professional. You agree to consult with us on specific issues that we may identify to you

from time to time in connection with the performance of your sales force and customer care representatives that may have an adverse impact on GVS or the GVS brand.

#### 5. Services

The services available to you for resale under this Agreement are as detailed in Schedule 1 to this Agreement.

This Agreement is intended to permit you to sell services purchased from us to your Customers. It is for the exclusive use of the Reseller specifically named above and does not extend to any other person or entity.

#### 6. Customer Contracts

We acknowledge and agree that Customers shall purchase the GVS Services under contracts with you and that we shall not have any contractual interest in such Customer relationships. You shall be free to determine the terms and conditions of the sale of GVS Services; provided, however, that you shall require as a condition to the provision of any GVS Services to a Customer that such Customer execute a contract in a form not materially less protective of GVS than GVS standard terms and conditions for its services as the same may be amended from time to time, a copy of which is delivered to you upon written request.

#### 7. Indemnity and Limitation of Liability

You will indemnify and hold harmless GVS and its employees, agents and sub-contractors, against any liabilities (this includes and judgement, liability, loss, costs claims or damage; including litigation costs and reasonable legal fees, and excluding indirect or special losses or profits, business revenue, goodwill or anticipated savings, consequential or indirect loss) resulting from or arising out of your use of the Products and Services or any other obligation under these Terms and Conditions or the Agreement, or any breach of your obligations under these Terms and Conditions or the Agreement.

GVS assumes no liability for any loss, injury, claim, liability or damage of any kind including loss of business, lost profits, lost data, or failure of security resulting in any way from your use of the services, including without limitation any errors or omissions, any content, any delay or failure of performance, or the unavailability or interruption of service. Accordingly, GVS shall not be liable for direct, indirect, special, incidental, consequential, punitive or exemplary damages of any kind whatsoever, whether or not foreseeable (including, without limitation, lawyers' fees) in any way due to, resulting from, or arising in connection with the services or the failure of a party to perform its obligations, regardless of any party's negligence. Termination of the Agreement shall be your sole and exclusive remedy for any and all damages or injury.

#### 8. Relationship of Parties

You and GVS are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on Your Site or otherwise, that reasonably would contradict anything in this clause.

#### 9. Confidentiality

##### Confidential Information

All documents, other materials and other information made available to a Party or its employees by the disclosing Party in connection with this Agreement (including but not limited to, this Agreement), whether in oral, written, graphic, or electronic form (collectively, the "Confidential Information"), shall be deemed to have been furnished to the other Party in confidence and shall remain the exclusive property of the disclosing Party both during and after the term of this Agreement. Each Party shall maintain in trust

and confidence all Confidential Information which it may (i) develop or accumulate for the disclosing Party during the term of this Agreement or (ii) acquire from the disclosing Party at any time, and will not during the term of this Agreement or thereafter, use the disclosing Party's Confidential Information for its own benefit or disclose or permit any of its employees or agents to disclose the Confidential Information to any other person; provided, however, that the recipient Party may disclose the disclosing Party's Confidential Information to such employees, agents and Affiliates of the recipient Party who need to know such Confidential Information for the purpose of effectuating this Agreement and who have been informed of and have agreed to protect the confidential nature of such Confidential Information. For purposes of this Clause 9, the term "Party" shall include the Party's Affiliates. As used herein, the term "Affiliate" shall mean, as to any person or entity, any other person or entity that controls (i.e., possesses the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise), is controlled by or is under common control with such person or entity.

#### Return of Confidential Information.

Upon the termination or expiration of this Agreement, or upon request from the disclosing Party, the non-disclosing Party shall return all Confidential Information to the disclosing Party or destroy all Confidential Information and certify in writing that it has returned or destroyed all such information to the disclosing Party and has not kept any copies of the Confidential Information. The obligation of each Party with respect to the Confidential Information shall survive the termination or expiration of this Agreement for a period of three (3) years.

#### Publicity

No publicity, including, but not limited to press releases, concerning this Agreement, the GVS Services provided hereunder, and/or the relationship between the Parties by either Party, shall be issued by either Party without the prior written consent of the other Party which shall not be unreasonably withheld.

#### Intellectual Property

Each party acknowledges that the other party, and its Affiliates own and retain all trademarks, service marks, trade names, logos, designations, copyrights and other proprietary rights in or associated with the other Party, its Affiliates, as applicable, and agrees that it will not at any time during or after the term of this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any trademark, service mark, trade name, logo, designation or copyright belonging to or licensed to the other Party, its Affiliates, (including, without limitation, any act or assistance to act which may infringe or lead to the infringement of any of the proprietary rights of the other Party, its Affiliate).

#### 10. Billing

Resellers who buy GVS Services through the Program will be deemed to be customers of GVS. Accordingly, all of our operating procedures concerning customer applications, customer service, and sales of our services will apply to those customers. We may change our policies and operating procedures at any time.

We will bill you monthly for all services purchased by you under this Agreement. Our bill will detail each service in such a way as to allow you to identify which service charges are attributable to each of your customers provided that such information is provided to us at the time that each service is first purchased.

You are responsible for payment of all fees to GVS in relation to all GVS services bought by you and from you by your Customers. In the event that you fail to pay for the services

provided under this Agreement, or in the event there shall exist any delinquency in the your account then, in such event, we reserve the right, in our sole, absolute and unfettered discretion, to terminate this Agreement and/or discontinue service to you without notice or liability for actual, compensatory or consequential damages to you or your customers for the interruption in service. We may discontinue or suspend service to you and your customers until payment is made.

Your Customers who buy GVS services from you via this Reseller Agreement will be deemed to be your Customers. You are responsible for billing your Customers.

#### 11. Discount Structure

Discounts from the GVS list shall be as stated in Schedule 1 to this agreement. We reserve the right to change the:

- (i) list prices at any time with thirty (30) days advance notice to you and;
- (ii) discount structure at any time with thirty (30) days advance notice to you.

#### 12. Licences and use of GVS Logos

There is no obligation on you to identify GVS as the provider of services under this agreement.

You shall not use our logos, trade names, trademarks and similar identifying material relating to us (collectively, the "Licensed Materials").

#### 13. GVS Activities

The Parties acknowledge and agree that during the term of this Agreement GVS will conduct sales and marketing activities (including through or in cooperation with other resellers) with respect to services that are the same as, or similar to, the GVS Services offered to you under this agreement, and that no agreement has been reached between the Parties to make any division of area in which they will both be conducting sales, whether by customer, industry, or geographical location.

GVS agrees not to make any direct sales approaches to your customers without your express written agreement except

- (i) where you are placed into administration or receivership or are declared bankrupt or
- (ii) where your account with GVS becomes overdue by more than 90 days. In either of these events GVS reserves the right to approach the Customers and offer to form a direct contractual relationship with those Customers.

#### 14. Term of this Agreement and Termination

This Agreement will begin upon our acceptance of your Program application and continue indefinitely unless terminated in accordance with this Agreement or under one of the following events:

- (i) Upon the expiration of the initial or any successive term by you notifying us at least thirty (30) days prior to the expiration of the then current term that you desire to terminate the Agreement
- (ii) By us notifying you with at least thirty (30) days notice that we desire to terminate the Agreement, with or without cause.
- (iii) Despite the above paragraph, we may immediately terminate the Agreement in relation to any or all Products and Services provided by us to you if:

In our sole discretion we deem that you are in breach of this Agreement and have not remedied such breach within 10 days of being notified of such breach by us; and

immediately if a receiver, provisional liquidator, administrator or other like person is appointed over any of your undertakings or assets or if you enter into arrangement with any of your creditors or any class of your creditors or you become insolvent or otherwise are unable to pay your debts when they fall due.

(iv) If you wish to terminate the Agreement following notification of a modification to these terms and conditions within 7 days of receiving notification.

You are only eligible to discounts on sales occurring during the term. Within one (1) day of any termination of this Agreement you shall discontinue the use of the Licensed Materials provided under Clause 11 above.

#### 15. Independent Investigation

You acknowledge that you have read this Agreement and agree to all its terms and conditions. You understand that we may at any time (directly or indirectly) solicit customer referrals on terms that may differ from those contained in this Agreement or operate web sites that are Similar to or compete with your site. You have independently evaluated the desirability of Participating in the Program and are not relying on any representation, guarantee, or statement other than as set forth in this agreement.

#### 16. Force Majeure

Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, war, fire, natural disaster, accident, act of government, strikes, unavailability of material, Telco capacity or supplies, any failure of a Third Party Provider to supply goods or services associated with or comprising a GVS Service, shortages of or failure to deliver hardware and/or software not attributable to an act or failure to act of the Party seeking the protection of the force majeure or any other cause beyond the reasonable control of such Party ("Force Majeure"), provided that such Party gives the other Party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof. In the event of such a Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure.

#### 17. Notices

Notices under this Agreement shall be in writing and shall be deemed given when delivered

(i) personally,

(ii) by e-mail (with confirmation of receipt),

(iii) by overnight mail or conventional mail (registered or certified, postage prepaid with return receipt requested) or

(iv) by facsimile. Notices shall be addressed to the Parties at the addresses appearing below their signatures on this Agreement, but each Party may change the address by written notice in accordance with this paragraph.

#### 18. Parties and Signatories

For and on behalf of  
GVS INC.:

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_  
Dated: \_\_\_\_\_

For and on behalf of  
:

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Dated: \_\_\_\_\_

Schedule 1

Discount from List Price

\$0 - \$ 14,999 USD	5% discount
\$15,000 - \$24,999 USD	7,5 % discount
\$25,00 USD and above	10 % discount