



Business Partner Application - Local

The information you provide in your application is very important. This information allows us to profile your company to better provide you with the tools you need to grow your business via the POSBang products and services. Certain areas of this application are marked **Confidential**. Information contained in these areas **will not** be released to third parties.

Company Information

Legal Business Name: _____
Business Location: _____
Phone No.: _____ Mobile No.: _____ email address: _____
(Include the area code)

Company Type: Please indicate the description that most accurately describes your company *(check only one)*:

- Sole Proprietorship Partnership Corporation

Office / Showroom

Business Location: _____
Phone No.: _____ Mobile No.: _____ email address: _____
(Include the area code)

Mailing Address

Address: _____

Shipping Address

Address: _____

Company Contacts

President/Owner:
Name: _____ Title _____
Phone No.: _____ email address _____
Technical Contact:
Name: _____ Title _____
Phone No.: _____ email address _____
Sales/Marketing Contact:
Name: _____ Title _____
Phone No.: _____ email address _____

Revenue Please indicate your company's **approximate** annual revenue *(Confidential)*.

COMPANY'S PRIOR YEAR ANNUAL SALES: **TOTAL: Php** _____
HARDWARE: Php _____ SOFTWARE: Php _____ SERVICES: Php _____ OTHER: Php _____

Employees

Number of full-time employees: Total: _____
Sales Rep: _____ Tech Rep: _____ Service Rep: _____ Other: _____



POS Software List ALL POS software products your company is selling or has sold and supports: *(only approximate numbers required for installs)*

Name _____	Years Carried _____	Number of Installs _____
Name _____	Years Carried _____	Number of Installs _____
Name _____	Years Carried _____	Number of Installs _____
Name _____	Years Carried _____	Number of Installs _____

POS Hardware List ALL POS hardware products your company is selling or has sold and supports: *(only approximate numbers required for installs)*

Name _____	Years Carried _____	Number of Installs _____
Name _____	Years Carried _____	Number of Installs _____
Name _____	Years Carried _____	Number of Installs _____
Name _____	Years Carried _____	Number of Installs _____

Coverage

Provide any and all areas that you currently effectively service:

Provinces:

Cities:

Countries:

Technical Skills

	Weak	Strong			
<input type="checkbox"/> Operating System	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
<input type="checkbox"/> TCP/IP Networking	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
<input type="checkbox"/> Office Application	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
<input type="checkbox"/> SQL Server Application	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
<input type="checkbox"/> Programming Languages	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5
<input type="checkbox"/> Other _____	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5

Marketing

What marketing vehicles does your company use to reach its target market?

(Please list the names of publications and/or trade shows as well as providing details where possible. Please also attach copies of any sample advertisements and/or campaigns to support your marketing efforts as well as to assist us with evaluating your application)

<input type="checkbox"/> Direct Mail	Details: _____
<input type="checkbox"/> Trade Shows	Details: _____
<input type="checkbox"/> Cold Call	Details: _____
<input type="checkbox"/> Tele-Sales	Details: _____
<input type="checkbox"/> Publications	Details: _____
<input type="checkbox"/> Seminars	Details: _____
<input type="checkbox"/> Others	Details: _____



Client Reference

Please provide three (3) client references to assist us in appraising your ability to provide both solutions that meet your client's requirements as well as your ability to provide ongoing support to your client base.

The information that you provide will be deemed to be Commercial in Confidence and as such will not be used in any way by this company except by way of obtaining a client reference:

1)
 Client: _____ Contact Name: _____
 Telephone: _____ Solution: _____

2)
 Client: _____ Contact Name: _____
 Telephone: _____ Solution: _____

3)
 Client: _____ Contact Name: _____
 Telephone: _____ Solution: _____

General Information

Tell us anything else about your company that could help us serve you better (attach separate sheet if necessary):

- I agree, if this application to be an Authorized POSBang Distributor is successful, to comply with the current standard program requirements in the POSBang Distributor Program including if applicable, without limiting the foregoing, requirements for the distribution of specific core or vertical modules of the Software, support, shipping and payment terms, product and services prerequisites, certification and authorization, minimum sales volumes, customer acquisition levels and payment of applicable fees. I also accept that the POSBang Distributor Program may be changed at any time at the sole discretion of POSBang Corp. by way of standard channel notification mechanisms.
- I have completed this application to the best of my knowledge and I have authority to complete and submit this application on behalf of the entity detailed in the application.

Name: _____ Date: _____

Signed: _____ Position: _____

You must submit this application to:

Philippines Mailing Address:
Door 10 Aala Compound, Km. 3, Mc Arthur Highway, Matina, Davao City 8000



info@posbang.com • info@21pos.com

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

THE PARTIES:

POSBang Corp. a registered company having its principal place of business at: Door 10 Aala Compound, Km.3 Mc Arthur Highway, Matina, Davao City Philippines 8000; and _____ (hereinafter referred to as 'the Other Party') with its headquarters located at _____.

WHEREAS POSBang Corp. wishes to market its Products through the Distributor, it is agreed as follows:

1. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- A. "Products" shall mean the following POSBang products to be sold by Distributor:
All products as referred to in "Attachment 1: Products" incorporated herein by reference.
- B. "Non-exclusive territory" pertains that nothing in this Agreement grants Distributor an exclusive territory to market and resell any POSBang products. POSBang Corp. reserves the right to market and sell, and authorize others to market and sell, software and hardware products in any manner POSBang Corp. chooses.
- C. "Parties" means the Distributor or POSBang Corp., and "Parties" means both of them.

D. APPOINTMENT OF DISTRIBUTOR

POSBang Corp. hereby appoints the Distributor with the non-exclusive right to market and service POSBang Corp. products within the non-exclusive territory, and the Distributor hereby accepts this appointment.

The non-exclusive territory is defined as the geographic area of Philippines currently not under any exclusive regions.

In any case that a Distributor desired to be an exclusive Channel Partner of POSBang Corporation, all areas and accounts as referred to in "Attachment 3: Exclusivity" incorporated herein by reference.

In any case that a channel partner signed an exclusivity agreement in a particular area that affects non-exclusive channel partner(s), the affected non-exclusive channel partner(s) will be given 90 days' notice before the effectiveness of the exclusivity.

It is understood that POSBang Corp. cannot lawfully prevent its exclusive Channel Partners located elsewhere from supplying Products for sale or use within the non-exclusive Channel Partner's territory, and that it has no obligation to do so if any conflict between non-exclusive Channel Partner and exclusive Channel Partner occur.

2. PRODUCTS

POSBang Corp. agrees to sell or license to the Distributor packaged and licensed products offered by POSBang Corp. (collectively, "Products") provided that the Distributor does not violate any terms of this agreement, does not violate any marketing and service policies set forth by POSBang Corp., and does not violate the Approved Product List and Minimum Advertised Retail Price policy. (Approved Product List and Minimum Advertised Retail Price Policy are subject to change, please contact POSBang Corp. for the latest version.)

3. LEAD REFERRAL

It is agreed by both POSBang Corp. and the Distributor that if POSBang Corp. is contacted by any party inquiring about the purchase of products, POSBang Corp. may, at its sole discretion, refer such party to any Channel Partner for sales and service handling near the territory. However, this ruling will not be applicable to Distributor that is granted by POSBang with Exclusive Territory.

4. RELATIONSHIP OF PARTIES

Both POSBang Corp. and the Distributor agree the following terms:

- A. The Distributor is an independent contractor not affiliated with POSBang in any manner, is not the legal representative or agent of POSBang for any purpose, will have no right or authority (except as expressly provided in this Agreement) to incur, assume, or create in writing or otherwise, any warranty over any of POSBang's shareholders, officers, and/or employees;



- i The Distributor agrees that nothing contained in this Agreement will be deemed to create any partnership or joint venture relationship between the parties.
- ii The Distributor shall be responsible for paying all income taxes and other taxes charged to Distributor on amounts earned hereunder. All financial and other obligations associated with Distributor's business are the sole responsibility of Distributor.

B. The Distributor agrees that all acts of errors, omissions, misrepresentation, or breach of warranty conducted directly or indirectly by Distributor are the sole responsibility of the Distributor, and Distributor will defend, indemnify, and hold POSBang and its shareholders, officers, and employees harmless from and against any claims, demands, liabilities, or expenses, including attorney's fees and costs.

- i Distributor accepts responsibility for all expenses and liabilities incurred by Distributor's actions and for any action taken by Distributor that results in litigation against POSBang Corp.
- ii Distributor will, at its own expense, during the term of this Agreement and any extension thereof, maintain full insurance for errors and omissions, and general liability covering both Distributor and POSBang for any claims against Distributor or POSBang for any action caused by Distributor or Distributor's agents.
- iii Distributor, upon request, will furnish POSBang with satisfactory evidence of the maintenance of insurance.

C. Distributor accepts exclusive liability for all contributions and payroll taxes required under National Internal Revenue Code of 1997 or other payments under any laws of similar character in any applicable jurisdiction as to all persons employed by and working for it.

D. Distributor agrees not to sell POSBang products to other Channel Partners identified by POSBang as a terminated Channel Partner.

5. CONFIDENTIALITY AND NON-COMPETE

Distributor acknowledges that POSBang is the exclusive intellectual property holder of POSBang Products and will not challenge the ownership of these exclusive intellectual property rights during and after this agreement. POSBang retains title to the Product, including the computer program (whether in source or object code or both), all written documentation, and any ancillary data or information concerning the Product. POSBang also retains all rights in copyrights or patents applicable to the Product, including the computer program and all ancillary written documentation and materials.

Distributor agrees not to reverse engineer, disassemble, imitate, or otherwise reproduce copies of POSBang Products or derivatives in any manner unauthorized by POSBang or which infringes the intellectual property rights of POSBang. If any violations are committed by Distributor, Distributor agrees to immediately stop such infringement and award POSBang the immediate injunction relief against Distributor without the requirements of any bonds.

Distributor agrees that all Channel Partner information disclosed by POSBang to Distributor, whether in written or verbal format, are trade secrets and must be kept confidential. Such Channel Partner information may include but not be limited to customer lists, other Channel Partner contacts, new software projects under development, beta programs, past or future price sheets, system configuration documentations, marketing documents, sample source codes, integration software development kits, and more.

All confidential information will at all times and for all purposes be held by Distributor in a confidential capacity and will not, without the prior written consent of POSBang, (i) be disclosed by Distributor to any person, firm or corporation, excepting those salaried employees of Distributor who are required to utilize such items in connection with the sale, inspection, repair or servicing of Products during the term of the relationship created by this Agreement or any extension thereof, or (ii) be disclosed to any person, firm or corporation, or copied or used by Distributor, its employees or agents at any time following the expiration or termination of the relationship created by this Agreement or any extension thereof, except where such use is necessary in order to maintain or service Products still covered by the warranty at the time of such expiration or termination. POSBang may require, as a condition to any disclosure by Channel Partner pursuant to this Section, that any salaried employee to whom disclosure is to be made sign a non-disclosure agreement, enforceable by POSBang, containing terms satisfactory to POSBang.

Distributor agrees to not directly or indirectly compete, to the maximum extent allowed by law of competent jurisdiction, against POSBang after termination of this agreement by utilizing any confidential information mentioned in the above sections. Distributor agrees that any violations will permit POSBang to receive immediate injunction against Distributor without the need of posting bonds.

Distributor that it shall be strictly liable for all damages to POSBang that results from any disclosure of confidential information, including the Product to any third party.

6. COVENANT NOT TO SUE

Distributor does hereby covenant that Distributor will not commence or maintain any suit against POSBang whether at law or in equity. This covenant shall be binding upon, and inure to, the benefit of the parties, their successors, assigns and executors, administrators, personal representatives and heirs.

7. EXPECTATIONS OF DISTRIBUTOR

- A. Distributor agrees to exercise its best efforts to develop the largest possible market for the Products and will continuously offer, advertise, demonstrate, and otherwise promote the sale of Products.
- B. Distributor will follow business ethics and applicable laws and regulations. Distributor will not engage in illegal practices or involve Products in illegal functions and will notify POSBang of any illegal use of Product, if Distributor knows such incidents.
- C. Distributor shall provide Company with a three (3) month rolling forecast of orders showing Products requested only for the first year of Distributorship.
- D. Distributor shall bear the entire cost and expense of conducting its business in accordance with the terms of this Agreement
- E. Distributor shall promptly advise POSBang of any changes in Distributor's status, organization, personnel, and similar matters; any changes in the key personnel, organization, and status of any major customers of POSBang in the non-exclusive territory; and any political, financial, legislative, industrial, or other events in the non-exclusive territory that could affect the mutual business interests of Distributor and POSBang, whether harmful or beneficial.
- F. Distributor will not engage in predatory sales tactics against customers of other POSBang Channel Partners.
- G. Distributor will not advertise POSBang products below the minimum advertised retail prices.
- H. Distributor will provide written notice, (30) thirty days in advance of Distributor selling products that compete with POSBang Products
- I. Distributor understands that selling competing products may limit Distributor's access to marketing support and top-tier products offered by POSBang.
- I. Distributor will not make undeliverable promises about Product that may result in misrepresentation.
- J. Distributor will not distribute software upgrades to end users without paying for such upgrades in advance.

Failure to do so will result in a penalty fee of Php 400,000.00 for each violation.

- K. Distributor will provide satisfactory support and service to customers. POSBang reserves the right to assign Distributor's end user accounts to another Channel Partner, provided Distributor has failed to meet the terms of this article and to ensure continued quality support and service for all POSBang customers.
- L. The Distributor edition of the software will be used only for demonstration purposes. Distributor will not distribute this edition of the software or its license to its customers or other parties outside Distributor's organization.
- M. Distributor agrees that POSBang reserves the right to offer special pricing discounts to specific Channel Partners from time to time. Such discounts will be given at POSBang's sole discretion.
- N. Distributor will maintain a professional answering service or machine message and phone greeting that clearly identify the name of the Distributor.
- O. Distributor will maintain a staff of no less than (2) two qualified technical support employees.
- P. Distributor will maintain an active website which, within 30 days of Distributor approval will contain:



- i "POSBang Channel Partner" logo on the home page and
- ii A link to POSBang's web site, www.posbang.com

8. OBLIGATIONS OF POSBANG CORP. TO THE DISTRIBUTOR

- A. Assistance in Promotion. POSBang shall provide Distributor with marketing and technical information concerning the Products including samples of brochures, instructional materials, advertising literature, and other Product data in the English language.
- B. Assistance in Technical Problems. POSBang shall assist Distributor and customers of the Products in all ways deemed reasonable by POSBang in the solution of any technical problems relating to the functioning and use of the Software products.
- C. New Developments. POSBang shall inform Distributor of any new product developments that are competitive with the Products and other market information and competitive information as discovered from time to time.

9. PURCHASES AND SALES OF PRODUCTS

- A. POSBang agrees to sell to Distributor and Distributor agrees to purchase from POSBang the Products subject to the terms and conditions as referred to in "Attachment 2: Terms and Conditions of Sale of Products" incorporated herein by reference.
- B. All orders for the Products shall be submitted to POSBang in writing by email sent to the official email of POSBang. All orders received shall be verified by email sent from POSBang.

10. PRODUCT AVAILABILITY

POSBang shall use its best efforts in filling orders submitted by Distributor in a reasonable and timely fashion. POSBang shall immediately notify Distributor of any known or anticipated delays in filling new or previously entered orders and the estimated duration of any delays so that Distributor may fairly represent this information to existing or potential customers. Under no circumstances shall POSBang be responsible to Distributor or anyone else for its failure to fill accepted orders, or for its delay in filling accepted orders, when such failure or delay is due to strike, accident, labor trouble, acts of nature, freight embargo, war, civil disturbance, vendor problems, or any cause beyond POSBang's reasonable control.

10. TERMINATION

- A. Termination for Insolvency. Either party shall have the option to terminate this Agreement without notice, (1) upon the institution of actions against the other party for insolvency, receivership or bankruptcy, or any other proceedings for the settlement of other party's debts, (2) upon other party's making an assignment for the benefit of creditors, or (3) upon initiation of dissolution proceedings against the other party.
- B. Termination of Exclusivity. POSBang retains option upon termination to terminate Distributor's exclusivity rights, and may allow Agreement to continue as a non-exclusive distributor agreement. This is only applicable to Distributor who are granted by POSBang Corp. with exclusivity rights.
- C. Return of Materials. All of POSBang's trademarks, trade names, patents, copyrights, designs, drawings, formula, or other data, photographs, demonstrators, literature, and sales aids of every kind shall remain the property of POSBang. Within thirty (30) days after termination of this Agreement, Distributor shall return all such materials to POSBang at Distributor's expense. Distributor shall not make or retain copies of any materials or confidential items that may have been entrusted to it. Effective upon the termination of this Agreement, Distributor shall cease to use all trademarks, service marks, and trade names of POSBang.

11. USE OF POSBANG LOGO

Distributor who are registered with POSBang directly as Authorized Distributor will be entitled, during the term of this Agreement and any extension thereof, to advertise and hold itself out as an authorized Distributor of the Products. At all times during the term of the relationship created by this Agreement and any extension thereof, Distributor will use POSBang's trademarks in all advertisements and other activities conducted by Distributor to promote the sale of the Products.



- A. Distributor will submit examples of all proposed advertisements and other promotional materials for the Products to POSBang's Marketing Department for inspection and Distributor will not use any such advertisements or promotional materials without having received the prior written consent of POSBang to do so.
- B. Distributor will not, pursuant to this Agreement or otherwise, have or acquire any right, title, or interest in or to POS Bang's trademarks.
- C. At its discretion, POSBang may provide advertising materials or compensation packages for trade shows. Distributor will contact POSBang's representatives for further details.
- D. Channel Partners who are registered with POSBang as Registered Channel Partners may use POSBang logos.

12. CANCELLATION OF ORDERS

All cancellation of orders by Distributor will be in writing, or if not initially in writing, will be confirmed in writing. If Distributor cancels an order that has been accepted by POSBang, Distributor will reimburse POSBang for any cost incurred by POSBang prior to the time it was informed of the cancellation.

13. PRICE CHANGES

POSBang reserves the right, in its sole discretion, to change prices or discounts applicable to the Products. POSBang will give written notice to Distributor of any price change at least thirty days prior to the effective date thereof. The price in effect as of the date of Distributor's receipt of notice of such price change will remain applicable to all orders received by POSBang prior to that effective date.

14. PAYMENT

Distributor will pay for all orders in advance unless otherwise agreed upon by POSBang. Invoices may be paid by Visa, MasterCard, or Bank Wire. Distributor agrees that all funds must clear before any Product will be shipped to Distributor.

Distributor is personally responsible for all invoices owed to POSBang in case of default.

15. DURATION

- a. This agreement will remain in effect unless terminated by either party with (30) thirty days advance written notice.
- b. Breach of any article of this Agreement, loss of communication, invalid contact information, and/or no sales activity for twelve months will result in automatic termination of this Agreement without advance notice by POSBang.
- c. If Distributor organization ceases to operate, this agreement shall be terminated immediately. This agreement may not be delegated or assigned to any third party without written consent of POSBang.
- d. If POSBang ceases to operate, this agreement shall be terminated immediately. If POSBang is absorbed by a third party entity, this agreement will continue in full force.
- e. When this agreement is terminated, Distributor fees, marketing materials, purchased software, and no products and services purchased prior to termination are refundable for any reason. POSBang will allow the purchased software that is not yet licensed to be registered for use by the end user, provided that the end user is the one contacting POSBang directly for registration. All Distributor benefits will stop immediately upon agreement termination.

16. ARBITRATION

Any controversy or claim arising out of or relating to this agreement or the breach thereof will be settled by arbitration to be held exclusively in city of Davao, province of Davao del Sur, country of the Philippines, in accordance with the Philippines Constitution, and judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof. Arbitration results will be final and binding.

17. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any court or body of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable,



but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. However, the invalidity or limitation of any such provision shall not affect the validity of the remaining provisions.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This agreement will not be altered, waived, modified, or amended except in writing signed by the parties hereto and notarized. IN WITNESS WHEREOF, the parties have executed this Agreement. **<Before signing this document, verify that the content you are signing is correct>**

SIGNED for and on behalf of }
POSBang Corporation: }
in the presence of: }

SIGNED for and on behalf of }
the OTHER PARTY. }
the presence of: } in

Attachment 1: Products

The following products are the subject of this Distributor Agreement. Any products not explicitly listed are excluded from this agreement.

This list shall reflect POSBang’s official product catalog with suggested retail pricing and product description, or a specified list of represented products or models.

From time to time, upon written notice from POSBang Corp. to Distributor, POSBang may modify, add to, delete from, or limit the products on this list available to Distributor.

Category	Software Module	Version	Official Released Date	MSRP
Base	Krypton POS Restaurant Pro	1.xxx.xxx	2014.03.01	35,000 PHP Per Station
Add on	Kmobile Bundle	ZKC 5501 & Kmobile V 1.4	2017.04.15	5,000 PHP Per Device
Add on	WhiteTigon Bundle	FYD-838S & Whitetigon V.1.2	2018.05.01	6,000 PHP Per Device
Add on				
Add on	KDS License	1.2	2017.09.01	5,000 PHP Per Screen
Base	Krypton POS Rest Lite	1.xxx.xxx	2017.03.15	22,000 PHP Per Store(single license per store only)
Base	Krypton POS Retail(a.k.a Agila POS)	1.xxx.xxx		35,000 PHP Per Station
Add on	Agila Mobile Bundle	ZKC 3503S	2018.05.01	25,000 PHP Per Device

Attachment 2: Terms and Conditions of Sale of Products

1. Delivery method and terms

Best method as determined by POSBang. Distributor is responsible for all shipping and handling costs including but not limited to export/import fees and duties; customs processing, transfers, and clearance; taxes (value added, VAT, sales, etc.) and license fees or costs; and any other costs required to deliver product to Distributor.

2. Payment terms

Distributor shall prepay all orders prior to shipment.

3. Minimum annual sales to maintain Distributorship Level

Distributor must purchase a minimum of 100 base(core) licenses, or 1 million peso total annual PO amount to maintain distributorship. Failure by Distributor to meet this minimum shall subject Distributor to loss of its title as POSBang's designated Distributor and possible termination of this Agreement.

Attachment 3: Exclusivity

In order for POSBang Corp. to grant the Distributor an Exclusive Territory, the Distributor must hereby follow the terms and conditions of POSBang for Exclusivity:

1. Distributor warrants to POSBang that it does not currently represent or promote any lines or products that compete with the Products.
2. Distributor shall not represent, promote or otherwise try to sell within the Territory any lines or products that, in POSBang's judgment, compete with the Products covered by this Agreement.
3. Distributor shall provide POSBang with a list of the companies and products that it currently represents and shall notify POSBang in writing of any new companies and products at such time as its promotion of those new companies and products commence.
4. Any sales or leads of Products made directly by POSBang in the Territory will be credited and attributed to the Distributor
5. The exclusive Distributor will be monitored regularly if they meet the requirements. If any of the contracts herein violated will revoke their exclusivity status immediately.