

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 Reseller is successful, to comply with the current standard program requirements in the POSBang Reseller 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 Reseller Program may be changed at anytime 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 Channel Partner, it is agreed as follows:

1. APPOINTMENT OF CHANNEL PARTNER

POSBang Corp. hereby appoints the Channel Partner with the non-exclusive right to market and service POSBang Corp. products within the non-exclusive territory, and the Channel Partner 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 channel partner(s) signed an exclusivity agreement in a particular area that affects non-exclusive channel partner, the affected non-exclusive channel partner will be given 90 days notice before the effectivity of the exclusivity.

The exclusive channel partner will be monitored regularly if they meet the requirements. If any of the contracts herein violated will revoke their exclusivity status immediately.

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 Channel Partner packaged and licensed products offered by POSBang Corp. (collectively, "Products") provided that the Channel Partner 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 Channel Partner regardless of the Channel Partner's status 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.

4. RELATIONSHIP OF PARTIES

Both POSBang Corp. and the Channel Partner agree the following terms:

A. The Channel Partner is an independent contractor not affiliated with POSBang in any manner, is not the legal representative or agent of POSBang for any purpose, and 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 employees.

I. The Channel Partner agrees that nothing contained in this Agreement will be deemed to create any partnership or joint venture relationship between the parties.

B. The Channel Partner agrees that all acts of errors, omissions, misrepresentation, or breach of warranty conducted directly or indirectly by Channel Partner are the sole responsibility of the Channel Partner, and Channel Partner 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. Channel Partner accepts responsibility for all expenses and liabilities incurred by Channel Partner's actions and for any action taken by Channel Partner that results in litigation against POSBang.

II. Channel Partner 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 Channel Partner and POSBang for any claims against Channel Partner or POSBang for any action caused by Channel Partner or Channel Partner's agents.

III. Channel Partner, upon request, will furnish POSBang with satisfactory evidence of the maintenance of insurance.

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

5. CONFIDENTIALITY AND NON-COMPETE

Channel Partner 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.

Channel Partner 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 Channel Partner, Channel Partner agrees to immediately stop such infringement and award POSBang the immediate injunction relief against Channel Partner without the requirements of any bonds.

Channel Partner agrees that all Channel Partner information disclosed by POSBang to Channel Partner, 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 Channel Partner in a confidential capacity and will not, without the prior written consent of POSBang, (i) be disclosed by Channel Partner to any person, firm or corporation, excepting those salaried employees of Channel Partner 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 Channel Partner, 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.

Channel Partner 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. Channel Partner agrees that any violations will permit POSBang to receive immediate injunction against Channel Partner without the need of posting bonds.

Channel Partner agrees 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

Channel Partner does hereby covenant that Channel Partner 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 CHANNEL PARTNER

A. Channel Partner 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. Channel Partner will follow business ethics and applicable laws and regulations. Channel Partner will not engage in illegal practices or involve Products in illegal functions and will notify POSBang of any illegal use of Product, if Channel Partner knows such incidents.

C. Channel Partner will not engage in predatory sales tactics against customers of other POSBang Channel Partners.

D. Channel Partner will not advertise POSBang products below the minimum advertised retail prices.

E. Channel Partner will provide written notice, (30) thirty days in advance of Channel Partner selling products that compete with POSBang Products

I. Channel Partner understands that selling competing products may limit Channel Partner's access to marketing support and top-tier products offered by POSBang.

F. Channel Partner will not make undeliverable promises about Product that may result in misrepresentation.

G. Channel Partner 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.

H. Channel Partner will provide satisfactory support and service to customers. POSBang reserves the right to assign Channel Partner's end user accounts to another Channel Partner, provided Channel Partner has failed to meet the terms of this article and to ensure continued quality support and service for all POSBang customers.

I. The Channel Partner edition of the software will be used only for demonstration purposes. Channel Partner will not distribute this edition of the software or its license to its customers or other parties outside Channel Partner's organization.

J. Channel Partner 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.

K. Channel Partner will maintain a professional answering service or machine message and phone greeting that clearly identify the name of the Channel Partnership.

L. Channel Partner will maintain a staff of no less than (2) two qualified technical support employees.

M. Channel Partner will maintain an active website which, within 30 days of Channel Partner 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. USE OF POSBANG LOGO

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

A. Channel Partner will submit examples of all proposed advertisements and other promotional materials for the Products to POSBang's Marketing Department for inspection and Channel Partner will not use any such advertisements or promotional materials without having received the prior written consent of POSBang to do so.

B. Channel Partners will not, pursuant to this Agreement or otherwise, have or acquire any right, title, or interest in or to POSBang's trademarks.

C. At its discretion, POSBang may provide advertising materials or compensation packages for trade shows. Channel Partner will contact POSBang's representatives for further details.

D. Channel Partners who are registered with POSBang as Registered Channel Partners may use POSBang logos.

10. CANCELLATION OF ORDERS

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

11. 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 Channel Partner of any price change at least thirty days prior to the effective date thereof. The price in effect as of the date of Channel Partner's receipt of notice of such price change will remain applicable to all orders received by POSBang prior to that effective date.

12. PAYMENT

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

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

13. 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 Channel Partner 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, Channel Partner 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 Channel Partner benefits will stop immediately upon agreement termination.

14. 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.

15. SEVERABILITY

If any part of this agreement is found or deemed by a court or competent jurisdiction to be invalid or unenforceable, that part shall be severable from the remainder of this agreement and shall not cause the invalidity or unenforceability of the remainder of this agreement.



16. 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. }
in the presence of: } _____