



PAYSENTINEL RESELLER APPLICATION

Complete and fax to (661) 942-7266 or email to reseller@paysentinel.com

Date: _____

Full Business Name (as shown on your tax return) _____ Doing Business As _____

Location Address _____ City _____ State _____ Zip Code _____

Billing Address _____ City _____ State _____ Zip Code _____

Type of Ownership* _____ Federal Tax ID # _____ Email _____ URL _____

Type / Description of Business _____ Contact Person _____

Phone Number _____ Fax Number _____ Mobile Number _____ Yrs in Business _____

Acquiring Bank(s) _____ Acquiring Bank Contact Name _____ Acquiring Bank Phone # _____

Processing Network**

*Sole Proprietorship, Partnership, Corporation, LLC etc...

**Elavon, Vital (TSYS).

Paysentinel Setup Fees & Monthly Gateway Fee Buy Rates

Please refer to your Schedule A.

ACH Information (For Direct Deposits of Residuals)

Paysentinel pays residuals via ACH Credit ONLY. You MUST, therefore, provide us with your ACH info below.
Please Include a Voided Check.

Banking Institution Name _____ Bank Routing Number _____ Checking Account Number _____

Local Branch Address _____ City _____ State _____ Zip Code _____

The following Reseller Agreement ("Agreement") is made and effective the date this agreement is signed by Paysentinel, by and between Paysentinel a California Corp.(hereinafter known as Paysentinel and the business listed above)(hereinafter known as "Reseller").

RESELLER

Business Name _____

By: Principal or Corporate Officer Signature _____

Date _____

PAYSENTINEL

Business Name _____

By: _____

Date _____

Date: _____

Company: _____

Reseller Initials: _____

PAYSENTINEL RESELLER AGREEMENT

NOW, THEREFORE, IT IS AGREED:

1. **NONEXCLUSIVE APPOINTMENT**

Reseller is hereby appointed a non exclusive sales organization of the services provided by Paysentinel (“the Services”) for sale in the United States of America pursuant to this agreement. Reseller accepts such appointment and agrees to serve as a sales organization of the Service to end users as provided herein. This Agreement is not exclusive to Reseller, and Paysentinel reserves the unrestricted right to sell, license, market and distribute the Service and value added versions.

2. **PRICES, DISCOUNTS AND ORDERING OF SERVICES**

- a. The terms for the Services, including prices and discounts, as set forth in the Reseller pricing table are subject to change without notice.
- b. The Reseller agrees to pay the setup and monthly gateway fee for each account at the time of the setup via ACH debit. ACH Debit form to be submitted and put on file (See Schedule A for pricing) along with this Agreement.
- c. Any amount owed to Paysentinel by the Reseller can and will be withheld from and residual income of the Reseller.

3. **NON-INTERFACE BY CONTRACTOR**

- a. So long as this Agreement remains in effect and for a period of three (3) years after termination of this Agreement, Reseller shall not permit any subsidiary, affiliate or successor in interest, or any of its shareholders, directors, officers, employees, agents or nominees, or members of their immediate families, to interfere, in any manner whatsoever, either directly or indirectly by any arrangement whatsoever, with Paysentinel’s contractual rights and interests under any Merchant, or to cause or attempt to cause any Approved Merchant to engage in gateway transaction through any person or entity other than Paysentinel.

4. **CONFIDENTIALITY**

In fulfilling the terms of this agreement, the parties herein may have access to confidential, proprietary or trade secret information. The receiving party agrees that it will not use, disseminate or reveal any confidential information or trade secrets of the other, including any customer list, business or marketing plans, financial information, pricing information, specifications, software programs, source codes or any other information compiled by or on behalf of Paysentinel. Confidential information does not include information which becomes generally available to the public other than as a result of disclosure by the representative of Paysentinel. For the purpose of this Agreement the term “confidential information” means any and all confidential and proprietary data and information created or belonging to Paysentinel which has value to and is not generally known by the competitors or potential competitors of Paysentinel now or disclosed to the representative of Paysentinel.

5. **RESELLER ACTIVITIES**

In connection with the performance of its obligations in this Agreement, the Reseller agrees to:

- a. Perform all obligations in this Agreement in a professional and businesslike manner that will reflect favorably on Paysentinel.
- b. To use best efforts to stay current with respect to information concerning the services provided by Paysentinel.
- c. Must attend and participate in Paysentinel training with respect to sales and services provided. Reseller must receive an acknowledgement from Paysentinel that they have completed all of the required training before they can train their sales force.
- d. Insure that all associates (or those selling to or servicing merchants) are properly trained and submit to follow all procedures provided before being allowed to sell the services of Paysentinel.
- e. Use best efforts to board a minimum of two (2) processing merchants per month in year one of this agreement.
- f. Use best efforts beginning in the second year of the agreement and beyond to to board eighty percent (80%) of the number of merchants boarded in the prior year.

6. **PAYSENTINEL TECHNICAL AND SALES SUPPORT**

Paysentinel will provide reasonable and necessary technical assistance to Reseller to effectively carry out the terms and obligations of this Agreement and the promotion of services provided to customers. Reseller will be provided promotional, training materials and technical information to aide in assisting the services sold. Paysentinel will be responsible for training the ISO (ISO is responsible for training their own sales force), customer service, and technical support for all Paysentinel products to the reseller and their merchants.

7. **LIMITED WARRANTIES**

- a. Paysentinel warrants the ownership of or otherwise has the right to license the Service and otherwise perform the obligations as set forth within this Agreement.
- b. Paysentinel warrants that for a period of three (3) months following the fulfillment of Services, the Services will perform the functions according to Paysentinel’s current product specifications document with respect to such Service.
- c. In the event of a warranty breach as set forth herein, the Reseller’s sole remedy, and Paysentinel’s sole liability, will be that Paysentinel must promptly repair the Service in accordance with the warranty, or at Paysentinel’s election, refund the purchase price based on pricing as set forth in the pricing table. Paysentinel will only be held responsible for said warranty during the time the breach occurred for a maximum of three (3) months fees.

8. **DISCLAIMER OF WARRANTIES**

- a. The warranties of Paysentinel as set forth herein are exclusive and in lieu of all other warranties, whether expressed or implied, including any warranty of Merchantability, and shall not involve any element of credit for any other purposes and shall not be subject to any defense, dispute offset or counterclaim which may be raised under the Consumer Credit Protection Act or other relevant state or federal statutes or regulations.
- b. In no event shall Paysentinel be liable to Reseller for incidental, consequential or special damages including, without limitations, loss of profit or data with a claim by reason of breach of warranty or based on contact, strict liability or otherwise, regardless of whether Paysentinel has been advised of the risk of such damages in advance.

9. **LIMITATIONS OF LIABILITY; INDEMNIFICATION; DUE CARE**

- a. Paysentinel shall have no liability for any negligent design of any service, software or equipment used for the purpose as set herein.
- b. Reseller agrees to indemnify and hold harmless Paysentinel from all liability, loss and damage, including reasonable attorney’s fees and costs, which may arise as result, whether direct or indirect, of an act or failure to act or the breach of any warranty pursuant to the terms of this Agreement.

Date: _____

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- c. Paysentinel will use due care in providing services covered by this Agreement and the Performance of all services called for in this Agreement shall be consistent with industry standards.

PAYSENTINEL RESELLER AGREEMENT

10. RELATIONSHIP OF PARTIES

It is agreed and understood that the relationship between the parties is solely that of an Independent Contractor and that the Reseller is not an agent, partner or joint venture with Paysentinel but an "approved reseller of Paysentinel" and has no authority to execute the Agreement on Paysentinel behalf or to alter the terms herein without prior written approval from Paysentinel.

11. PAYSENTINEL'S DISPLAY OF MATERIALS; TRADEMARKS

- a. Reseller agrees to prominently display the promotional material provided by Paysentinel. Paysentinel hereby grants a limited, nonexclusive right to use Paysentinel's promotional materials and use of any trade name, trademark, service mark or logo type ("mark") associated with Paysentinel.
- b. Reseller shall not make or permit the alteration or removal of any identifying marks placed by Paysentinel in or within the Software program, gateway, or any product. Trademarks and Display Materials shall be limited to informing the public of Paysentinel use in the place of business.
- c. Reseller will not use Paysentinel trade names or abbreviations (with the exception of a logo or mark or graphic design provided by Paysentinel which indicates Reseller is an authorized seller of the services) in Reseller's corporate title, name, or any other fashion that might result in confusion as to separate and distinct identities of Paysentinel and Reseller.
- d. Reseller recognizes and acknowledges Paysentinel's ownership and title to the Licensed Marks and the goodwill which accrues because of Reseller's use of such marks will become the property of Paysentinel. Sale agent agrees not to contest or take action in opposition to any trademarks, service mark, trade name or logo of Paysentinel to use, employ or attempt to register any mark or trade name which is similar to any mark or name of Paysentinel.
- e. Upon the expiration or early termination of this Agreement, the license granted to Reseller in the License Marks shall immediately terminate and Reseller shall immediately cease and desist all use of the Licensed Marks.

12. TERM; TERMINATION

- a. This agreement shall become effective upon acceptance by Paysentinel and continue for a Term ending (3) three calendar years from said date. Thereafter, the Agreement will automatically renew for (1) one-year periods unless terminated by any party upon (30) thirty days written notice.
- b. Reseller agrees that in the event that Reseller has failed to pay amount when due or is in breach of default of any other material obligation as set forth herein in this Agreement, then Paysentinel may notify Reseller and if Reseller has not paid the entire amount due or cured its other breach or default following such notice, then Paysentinel may elect to terminate this Agreement.
- c. Paysentinel reserves the right to monitor the practices of any Reseller to determine if any practices are detrimental to the achievement of Paysentinel's business objective and overall marketing strategy. Reseller agrees that Paysentinel, at its sole discretion, may immediately terminate for cause of such determination. For purposes of this section 11c the term "cause" shall mean: (i) a breach of this Agreement; (ii) engaging in fraudulent activity or misrepresenting Paysentinel and (iii) rendering a negative impact on the quality of service provided by Paysentinel.
- d. Upon termination with cause Paysentinel reserves the right to withhold future residual income to offset damages and or any other monies owed, if any.

13. NOTICES

All notices and other communication required or permitted under this Agreement shall be deemed delivered when mailed first class, postage prepaid, addressed as follows:

Paysentinel
3399 East 19th Street
Signal Hill, CA 90755

14. BINDING EFFECT GOVERNING LAW; JURISDICTION & VENUE

Any action or proceeding on this Agreement by or against Paysentinel shall be initiated and maintained under the jurisdiction of the State of California with venue in the courts of Los Angeles County, in which case this Agreement shall be construed and governed by the laws of the State of California. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect.

15. FINAL AGREEMENT

This Agreement terminates and supersedes all prior understanding or agreement on the subject matter herein.

16. HEADING

All section headings contained herein are for descriptive purposes only and the language of such section shall control.

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