

Thinc Technology Pty Ltd
(A.C.N. 088 342 072)

And

Reseller Entity

RESELLER AGREEMENT



Reseller Agreement

The following are the terms and conditions of participating in the Thinc Technology Reseller Program. "Reseller" refers to you, and "Thinc Technology" refers to Thinc Technology Pty Ltd a business located at Level 5 3350 Pacific Hwy Springwood Brisbane Queensland Australia. This agreement may be revised from time to time.

1. Overview of Agreement

A Reseller can be one of two types a Reseller may sell software on behalf of Thinc Technology to customers in accordance with this agreement and/or a Reseller may refer end users to Thinc Technology and receive a commission and will be classed as a reseller. A Reseller will assist in the supply first and second line support for all products sold to end users by the Reseller and in conjunction with Thinc Technology or it's appointed support agents.

Software may be purchased for resale at the current discount schedule. Retail prices and discounts are subject to change without notice.

2. Appointment

During the Term and subject to the terms and conditions of this Agreement, Thinc Technology hereby grants to this Reseller, and the Reseller hereby accepts, the non exclusive right and license to distribute Thinc Technology products to End Users in the Territory limited to Canada and the United States of America (USA). Unless otherwise stated the Reseller shall distribute Products under Thinc Technologies trademarks as supplied by Thinc Technology to the Reseller. Thinc Technology reserves the right to establish or appoint any number of other Resellers, private labellers, Resellers, dealers or third parties, in any area for any purpose and the right to otherwise grant licenses to use the Products, directly or indirectly, to end users. Thinc Technology reserves the right to periodically review and update the Products subject to this Agreement upon 30 days notice to Reseller.

3. Term of Agreement

The Initial Term of this Agreement shall commence on the Effective Date and shall continue for a period of twelve (12) months from the Effective Date, unless sooner terminated as hereinafter provided. After the Initial Term, this agreement will continue to be enforced and automatically renewed on an annual basis if mutually agreed by both parties the Term "Term" shall mean the Initial Term together with any agreed renewal periods and subject to a minimum of one sale per year. A notification in writing by either party prior to the anniversary will notify the other party that this agreement will not be renewed.

Resellers may sell services or software on behalf of Thinc Technology to customers in accordance with this agreement and/or a Reseller may refer orders to the designated Thinc Technology order form and receive a 40% commission in the form of discounted software sale price.

Commissions earned through the date of expiration or cancellation of this agreement will remain payable only if the qualifying sales are not cancelled or refunded by the

referred Customers and the Reseller has not violated this agreement. Payment of the final commission payment to the Reseller may be withheld for a reasonable time in order to ensure that the correct amount is paid and all cancellations have been taken into account.

4. Distribution Limitations

Thinc Technology agrees to allow a Reseller the right to establish or appoint any sub-Resellers or sub-dealers of the Products, and agrees to allow any third party to sublicense, backup, assign, transfer or distribute the Products.

Save as explicitly permitted by applicable legislation, and except as specifically permitted in this Agreement, the Reseller shall not (nor shall it permit any third party to): (i) copy or manufacture the Products or any portion thereof; (ii) translate, modify, adapt, enhance, extend, decompile, disassemble or reverse engineer the Products; (iii) export, re-export or disclose, directly or indirectly, the Products or related technical information, documents or materials. The Reseller may provide other software products and services in combination with Thinc Technology Products.

5. Obligations of the Reseller

MARKETING. The Reseller shall use reasonable efforts to actively promote the Products, and shall maintain the formal name of the Products (with its appropriate trademark designations) in all advertising and other printed materials relating to the Products. Thinc Technology reserves the right to require the Reseller to furnish to Thinc Technology in advance for review and any and all advertising and other published marketing materials which refer to the Products or which use or display any trademark, service mark, logo or trade name of Thinc Technology. Thinc Technology also reserves the right to require the Reseller to discontinue use of any promotional, advertising or other materials referring to Thinc Technology or the Products.

END USER AGREEMENTS. The Reseller shall not deliver any Product to any End User without the concurrent delivery of: (i) the then current End User Agreement for the Product and (ii) Thinc Technologies then current registration form for the Product. Thinc Technology will provide the current versions of the End User Agreement and registration form to the Reseller. Thinc Technology may modify the End User Agreement and registration form from time to time upon notice to The Reseller. The Reseller shall promptly notify Thinc Technology of any and all material breaches of the End User Agreement that may or should come to its attention and will assist Thinc Technology in all steps necessary to terminate any breached license if the breach is not curable or if it is not cured promptly after notice.

6. Representation

The Reseller shall take great care to not misrepresent Thinc Technology it's products or services. The Reseller agrees to NOT SEND UNSOLICITED or SPAM mail to promote Thinc Technology services or software. This action is grounds for immediate termination of the Reseller Agreement with a cancellation of any pending commissions. You will also be in violation of your Reseller agreement and subject to legal action since your unsolicited e-mail can damage the image of Thinc Technology.

7. Proprietary Information and Non-Disclosure

Thinc Technology (or its licensors) retains ownership of all intellectual property rights (including, but not limited to, patents, copyrights and trademarks) in and relating to the products and all customisations, enhancements, improvements, translations, derivative works or other modifications thereof or thereto. The products, the documentation and any and all other proprietary information provided by Thinc Technology to the Reseller hereunder contain and constitute trade secrets, information and data proprietary to and copyrighted by Thinc Technology. Neither the Reseller or its employees shall cause or permit such information or data to be disclosed to third parties or duplicated except as expressly permitted in this agreement. Any and all customisations, enhancements, improvements, translations, derivative works or other modifications of the products made by the reseller shall belong to Thinc Technology, and Thinc Technology shall have all right, title and intellectual property interest in and to such works. Thinc Technology shall have no obligation to support any customisations, extensions or other modifications made to the products by any third party unless otherwise agreed to by Thinc Technology in writing.

The Reseller acknowledges and agrees that the unauthorised disclosure, use or copying of the products may cause Thinc Technology serious financial loss. Accordingly, in the event of any unauthorised disclosure, use or copying of the Products by the Reseller, the Reseller agrees that Thinc Technology shall have the right to obtain injunctive or other equitable relief, without the posting of any bond.

The Reseller may use the trademarks, trade names, service marks and logos that relate to Thinc Technology or the product solely in connection with this agreement; provided that the Reseller clearly identifies Thinc Technologies ownership. The products remain the exclusive property of Thinc Technology and the Reseller will not jeopardise Thinc Technologies proprietary rights of these products.

8. Payment of Software

If Thinc Technology processes an order from a Reseller, Thinc Technology agrees to sell the "Reseller" a discounted software licence. To be deemed a completed sale a customer's information must be completed on the correct order forms and be labelled with the Reseller's tracking code in it. A sale is the total amount of the sale for service or software less any sales tax and shipping charges. A commission applies only to Thinc Technology monthly rental services; software licenses do not include commission or on setup charges or extra support charges, or sales of other products or services, unless specifically allowed for and agreed to by Thinc Technology.

9. Payment by the Reseller

Payment by the Reseller to Thinc Technology will be no later than 7 days after the commencement date of initial deposit and 30 days after invoice period and subsequent anniversary periods. Thinc Technology reserves the right to modify the payment schedule from time to time so long as a notice is issued to the dealer prior to the commencement or anniversary.

10. Payment of commissions by Thinc Technology

If commission is to be paid to the Reseller by Thinc Technology and does not exceed \$40 for a period, Thinc Technology holds the right to hold payment until commissions accumulates to \$40 or more or 90 days have passed, whichever comes first.

All payments will be made in Australian dollars by Electronic Funds Transfer to the Reseller's nominated bank account.

If a Thinc Technology processed sale is cancelled or refunded, the related proportionate commission will be deducted from the next monthly payment or the Reseller shall be billed for the amount owed if applicable.

Commissions will be paid for Referred sales on their subsequent anniversary period for as long as the Reseller actively participates in the ongoing promotion of Thinc Technology and either party does not cancel this agreement. If cancelled, outstanding commissions for current period at time of cancellation shall be paid in the next monthly payment so long as the Reseller did not violate rules of this agreement.

A sale or merger of Thinc Technology to a third part where Thinc Technology in no longer managing or supporting Thinc Technologies services or software the Reseller will be paid no more then a maximum of 1 years total commissions by Thinc Technology and will cancel this agreement a new agreement will be required with the new entity.

11. Trademarks

Thinc Technology reserves all rights in or to its trademarks but may be used by Reseller in accordance with this agreement. A Reseller may in no way display a Thinc Technology related logo, image, or trademark, which may be distasteful, defame, or misrepresent it's brand. Thinc Technology has the right to specify how and if a trade mark may be used by the Reseller.

12. Disclaimer

Thinc Technology will make every reasonable effort to track and pay commissions for all sales that apply to the Reseller's however, Thinc Technology is not responsible for technical problems, acts of god, acts by third parties, or other events outside our reasonable control, which may temporarily disrupt or diminish this service.

13. Independent Contractor

The relationship between Thinc Technology and the Reseller established by this agreement is that of independent contractors. Thinc Technology and Resellers shall each conduct its respective business at its own initiative, responsibility and expense, and shall have no authority to incur any obligations on behalf of the other, except as otherwise provided herein. Term "Reseller" shall not be interpreted as a legal Dealer, simply as an independent contractor for Thinc Technology under this agreement.

14. Warranty Disclaimer

Thinc Technology makes no warranties expressed or implied with regard to Resellers except as outlined in this agreement.

15. Limited Warranty

Both parties represent and warrant that they have the right to enter into this Agreement. Thinc Technology warrants that the then current, unmodified version of the Products will substantially perform the functions or generally conform to the then

current version of their published Documentation for a period of ninety (90) days from delivery to the End User.

If it is determined that the Products do not perform as warranted, Thinc Technologies only responsibility will be to use reasonable efforts, consistent with industry standards, to cure the defect. Thinc Technology does not represent that the Products are error free or will satisfy all of the Reseller's or its End User's requirements. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. Nothing in this Section of this Agreement shall exclude, restrict or modify any applicable law, which is incapable of exclusion, restriction or modification. Where conditions or warranties are implied by the Trade Practices Act, or similar State or Territory laws in respect of the supply of goods or services of a kind not ordinarily acquired for personal, domestic or household use or consumption the liability of Thinc Technology to the Reseller and an End User for breach of any such condition or warranty shall be limited in the case of goods to: (i) the replacement of the goods or the supply of equivalent goods; or (ii) the repair of the goods; or (iii) the payment of the cost of replacing the goods or acquiring equivalent goods; or (iv) the payment of the costs of having the goods repaired, as Thinc Technology may select, and in the case of service to: (i) the supplying of the services again; or (ii) the payment of the cost of having the services supplied again, as Thinc Technology may select.

EXCEPT AS SET FORTH ABOVE, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, WRITTEN, ORAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY. THINC TECHNOLOGY SHALL NOT BE BOUND BY OR LIABLE FOR ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCTS MADE

BY THE RESELLER OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES.

IN NO EVENT SHALL THINC TECHNOLOGY BE LIABLE TO THE DISTRIBUTER OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR DATA), THAT MAY ARISE FROM THE USE, OPERATION OR MODIFICATION OF THE PRODUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED.

No other compensation will the Reseller be entitled for under Australian law or otherwise to receive any payment from Thinc Technology, whether for actual, indirect, special or consequential damages, costs or expenses as a result of expiration or termination of this Agreement, all of which The Reseller expressly waives.

THE RESELLER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS THE TERMS UTILISED HEREIN AND AGREES TO THE ENFORCEMENT OF THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

16. Refunds

Refunds shall be given upon request if within 60 days of purchase. Licenses for refunded services will be disabled from our server and services will be made unusable after a refund.

17. Limitation of Damages

Thinc Technology shall not be held liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this agreement or program, even if Thinc Technology has been advised of the possibility of such damages. Thinc Technologies aggregate liability arising under or with respect to this agreement or the program shall in no event exceed the total commissions paid or payable by Thinc Technology under this agreement.

A Reseller understands and accepts that referral tracking can never be 100% accurate and Thinc Technology is not responsible for inaccuracies that might occur beyond its control. Tracking of referral sales depend on several factors it is the goal of Thinc Technology to make referral tracking as accurate as possible; however, Thinc Technology cannot guarantee 100% tracking for situations beyond its reasonable control.

18. Governing Law

The laws of the State of Queensland Australia shall govern this agreement. The Reseller will, at its expense, obtain and maintain the governmental authorisations, registrations and filings that may be required under the laws of Australia to execute or perform this Agreement. The Reseller will consult Thinc Technology and obtain Thinc Technologies prior written approval before registering this Agreement with any government authorities. The Reseller will otherwise comply with all laws, regulations and other legal requirements that apply to this Agreement, including tax and foreign exchange legislation and will promptly notify Thinc Technology of any change in legislation that may affect Reseller's performance of this Agreement.

By signing this agreement you agree to be bound by it's terms and conditions..

Executed as an agreement

Thinc Technology Pty Ltd.
Level 5 3350 Springwood
Brisbane Queensland
Australia 4127
ABN 58 102 202 979

.....
Signed

.....
Name (Print)

.....
Date

Reseller

(Entity Name)

.....
Signed

.....
Name (Print)

(Entity Address)

(Entity Telephone)

.....
Date

(Entity Fax)