

FANTOUCH RESELLER AGREEMENT

1 Introduction

The terms and conditions set forth herein constitute the full and complete agreement between you (Reseller) and FanTouch a Fanlow, LLC. Division, (hereinafter "Company").

WHEREAS, Company is in the business of providing marketing services to individuals and businesses throughout the United States, and

WHEREAS, Reseller desires authorization from Company to market and sale Company services and/or products subject to the terms and conditions contained in this Agreement.

2 Agreements

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements expressed in this instrument, the parties agree as follows:

- 1) **Agreement.** This Agreement consists of the Authorized Reseller Agreement and any exhibits, addenda or other attachments signed by both parties or specifically referenced herein.
- 2) **Authorization and Duties.** Company authorizes Reseller to market, offer and sell the Company services at the rates set forth by Company (which changes from time to time). Reseller will make reasonable efforts to market Reseller's services. Company will assist Reseller to the best of its ability in providing a high level of customer satisfaction and, will properly and in a timely fashion complete and submit to Reseller all appropriate application forms for prospective sales, except in cases where the customer will submit order information directly to Reseller or through the Company's web portal. Although Reseller may assist its customers in conveying information to Company about services or billing issues, Reseller is not authorized to resolve billing disputes or proposed service disconnection with the exception of service issues or billing disputes that are directly related to Company receiving payment from customer and or Reseller.
- 3) **Acceptance of Orders.** All orders for service must first be accepted by Company before service becomes effective, conditioned only on Company's evaluation of the application for service. Company shall have the sole and exclusive discretion to accept or reject any application or order for service for such reasons as it may determine appropriate.
- 4) **Promotional Materials. Service Order Forms and Verification.**
 - a) Reseller will use only those promotional materials and service order forms that Company has approved before distribution and has been approved for use by Company for marketing purposes. The parties agree that this provision shall extend to Websites and Web Pages on which a Reseller service mark or trademark appears or which offer or describe Company services. Reseller agrees to use Company's invoice, billing system and contracts for all transactions resulting from sales activity unless listed in Addendum A.
- 5) **Compensation.** As compensation for Reseller's services, Company will pay to Reseller commissions on revenues billed and collected during the term of this agreement according to Addendum A attached hereto and incorporated by reference herein. Notwithstanding the foregoing, Company will neither pay nor accrue monthly commissions of less than \$10.00.
- 6) **Offset from Compensation.** For as long as commissions are payable to Reseller pursuant to this Agreement, Company reserves the right to offset compensation payable to Reseller pursuant to this agreement as follows:
 - a) Company may offset the commissions otherwise payable to Reseller by any charges, costs, expenses, fees, including attorney fees and allocable costs of in-house counsel, or penalties resulting from or relating to a slamming complaint made by a customer procured by Company or Reseller.

- b) Through the term of this Agreement and thereafter as long as commission's are payable to Reseller pursuant to this Agreement, Company may offset the commissions otherwise payable to Reseller by the amount owed by Company to Reseller services provided to Company if such amount is overdue at the time commissions are paid.
 - c) Without limiting any of the foregoing, Company may offset commissions otherwise payable to Reseller by any amounts owed or potentially owed for penalties, damages, or costs of any kind or nature pursuant to paragraph 7 of this Agreement, or for any other debts or obligations owed to Company from Reseller.
- 7) Indemnification.** Each Party will indemnify, defend and hold harmless the other Party, including all its officers, directors, employees, agents and affiliates harmless from and against any and all claims, demands, actions, damages, losses, assessments, charges, liabilities, costs and expenses including without limitation, interest, penalties' and attorney's fees which at any time may be asserted against or suffered by any or all of them, directly or indirectly, which arise out of the indemnifying Party's conduct in the performance of its duties hereunder. Company agrees that it shall indemnify in the same manner and to the same extent Reseller for any penalties, fines, damages, or other costs or expenses of any type or nature arising out of the performance or non-performance of any of its obligations under paragraph 4 hereof.
- 8) Limitation of Liability.**
- a) Company will not be liable to Reseller for anything other than commissions with respect to this Agreement except for Company's own gross negligence or willful misconduct. Company will not be liable for consequential, incidental, special or indirect loss or damage of any kind. Company will have no liability to Reseller for commissions that might have been earned under this Agreement due to the inability or failure of Company to provide services to any person or legal entity solicited by Reseller or in the event of discontinuation or modification of such services.
 - b) Reseller shall be solely and singularly be responsible for payment of any commissions owed to Reseller's employees, agents or representatives. Nothing contained herein shall be construed to create any obligation by Company whatsoever to pay commissions to any of Reseller's employees, agents or representatives. Reseller warrants and represents that it shall fully and faithfully pay commissions owed to its employees, agents and representatives. Reseller shall indemnify and hold harmless Company from and against any and all claims by any of Reseller's employees, agents or representatives for payment of commissions. Company shall have no responsibility for the payment or withholding of taxes in connection with any commissions due hereunder.
- 9) Trade Secrets.** The Parties expect that each of them, in the course of rendering services to the other pursuant to this agreement, may have access to information relating to the other Party's financial plans, techniques and processes, customers, proprietary know-how or marketing plans. All such information and this Agreement are trade secrets that the Parties shall not disclose directly or indirectly, or use in any manner, either during the term of this agreement or at any later time except as required in the course of the Parties' performance of this agreement or as required by law.
- 10) Competition.** Company understands, and Reseller acknowledges that Reseller offers or may offer products to the marketplace that are competitive with that offered by Company. It is understood that Reseller owes no special duty to Company to market its product other than that same degree of skill, expertise, and dedication utilized in marketing the products of Company's competitors. Reseller agrees, however, that it will not purposely avoid selling Company's products or chill sales for any reason during the term of this agreement, and it will not for any reason, at any time either before or for a period of one year after the term of this agreement, combine, conspire, or work with any competitor of Company for the purpose of competing against Company's business in the open marketplace other than to offer competitor's products for sale in the normal course of business.
- 11) Term and Termination.** The term of this agreement shall be for one year commencing on the date first written below and shall be renewed automatically thereafter for succeeding terms of one year unless

terminated as follows:

- a) Company or Reseller may terminate this agreement for any reason upon thirty days' notice prior to next scheduled renewal date.
 - b) Company and Reseller may terminate this agreement immediately in the event Company or Reseller materially misrepresents any policies or offerings.
 - c) Company and Reseller may terminate this agreement upon Company's or Reseller's insolvency, bankruptcy, receivership or dissolution.
- 12) Attorney's Fees.** If any action is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which the party may be entitled.
- 13) Entire Agreement.** This agreement supersedes any and all agreements, both written and oral, between the parties with respect to the rendering of services by Reseller for Company, and contains, together with any attachments hereto, all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no inducements, promises, or agreements, written or oral, have been made by either party that are not embodied in this agreement. Any modification or waiver of any term or condition of this agreement is effective only if it is in a written addendum attached hereto, signed and dated by both parties.
- 14) Waiver.** The terms, covenants, representations and warranties of this Agreement may be waived only by a written instrument executed by the Party waiving compliance. The failure of either Party at any time to require performance of any provision hereof shall, in no manner, affect the right at a later date to enforce the same. No waiver by either Party of any breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be construed as a further or continuing waiver of any such breach, or the breach of any other term, covenant, representation or warranty of this Agreement.
- 15) Governing Law: Venue.** The laws of the State of Texas will govern the validity and construction of this agreement and of the rights and duties of Company and Reseller. Jurisdiction and venue of any suit or action arising out of this agreement or the performance rendered by either party pursuant to this agreement shall lie only in Dallas County, Texas and Company and Reseller, by execution of this Agreement, irrevocably consent to the personal jurisdiction of any federal or state court of such venue.
- 16) Non-Assignability.** No whole or partial assignment of this agreement or of any right, duty or obligation of performance arising under it may be made without the prior written consent of the non-assigning party. Notwithstanding the foregoing, Reseller may assign, without the consent of Company, its rights and obligations under this Agreement to any of its Affiliates, successors through merger, or acquirers of substantially all of its assets or other assignee.
- 17) Successors and Assigns.** This agreement shall inure to the benefit of and be binding on the parties' successors and assignees to the extent assignment is permissible under paragraph 16 hereof.
- 18) Captions.** Captions of the paragraphs of this agreement are for convenience and reference only and the words contained therein must not be held to modify, amplify, or aid in the interpretation of the provisions of this agreement.
- 19) Independent Contractor.** Nothing in this Agreement shall constitute a Party as legal representative or agent of the other Party having the right or authority to assume, create or incur liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party. One Party's employees, agents and representatives shall not be deemed to be the employees, agents or representatives of the other Party and each Party assumes all responsibility for the supervision, control, acts and omissions of its own employees, representatives and agents. Consequently, neither Party nor anyone employed by either Party shall be considered an agent of the other Party for purposes of Unemployment or Worker's Compensation coverage, the same being hereby expressly waived and excluded by the parties

hereto.

- 20) Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.
- 21) Customer Protection & Non-Disclosure.** The Reseller will not deliver, contact, make acquisition etc. directly or through third parties concerning the clients of Company. The Reseller will keep in secret all information regarding the business of Company and will not share any information regarding Company specials, prices, conditions or technical information, etc. to any third party or Company client without written consent from Company. This agreement concerns all clients of Company, in particular the ones, which the Reseller come into contact with via a client project, face to face meetings or conference calls, documentation, email or any form of verbal or written discussions etc. arranged by Company. If client desires Reseller services outside of the client agreement with Company the Reseller is not allowed to deliver services to the client without Company's written consent. If the Reseller gets knowledge of a client of Company in another way, e.g. documentation, event, social media, website, verbal or any other way, this agreement remains valid. Both Reseller and Company are obliged to make agreements like this with their employees, sub-contractors or any third party, which could get information concerning the business between the Reseller and Company. This agreement is valid even if it is not mentioned in the agreement establish between the Reseller and third parties now or in the future in any way a written or verbal agreement is necessary. Reseller will pay any damage which may be caused by not keeping this agreement.

FANTOUCH LLC RESELLER SALES COMMISSION PLAN

This Sales Commission Plan (the "Commission Plan") provided by **Fanlow LLC. ("Company")** to Company's Reseller You ("**Reseller**") sets forth Reseller's responsibilities, commissions, commission policies, and all other related terms, conditions and policies governing Reseller's commissions effective February 5, 2018 ("Effective Date") through December 31, 2018 ("Commission Plan Period") or until such time as the Commission Plan is amended in writing by the Company.

SECTION A - RESELLER'S SALES RESPONSIBILITIES

1. Reseller understands, acknowledges and agrees to the following responsibilities;
 - a. Work cooperatively with other sales team members and Company's technical, administrative and support departments.
 - b. Fully assist Company in resolving issues related to Deliverables, sales, services, or business practices.
 - c. Conduct the Reseller's responsibilities in a highly professional and ethical manner and fully comply with Company's Value System.
 - d. Represent the Company at all times in a highly ethical and professional manner.

SECTION B – COMMISSION POLICIES

1. Reseller's Sales Commissions are calculated based on the definitions, terms and conditions and Commission Tables described in Section B of this Commission Plan.
2. Company considers Sales Commissions payments fully earned by Reseller ("Earned Commissions") only when all of the following events have occurred:
 - a. Sales Order is processed, approved and accepted by Company
 - b. Cash payment is received by Company from the Customer
 - c. As determined by Company and at Company's sole discretion, there are no contingencies, charge-backs or possible returns by the Customer at any time, at present or in the future.

3. In the event of any Sales Commissions paid to Reseller prior to completion of all of the above conditions, such Sales Commissions are considered advanced and unearned commissions ("Advanced Commissions") and may be paid only with the approval of the Company's Founder and President or Founder and President's designated and authorized personnel.
4. In the event that any payment from Customer is reversed or deducted from subsequent payments due to charge backs or other considerations by the Customer, Company will reverse the booking or revenue credits and will deduct any Commissions paid to the Reseller for such sales transaction from the subsequent commission paychecks.
5. Employment Status - Reseller is an independent contractor and is not employed by the Company but must remain in good standing at the time commission payments are recognized as Earned Commissions by the Company. Otherwise, no Sales Commission is earned by Reseller and there will be no payments due to Reseller.
6. Review and Approval – Sales Commissions, Advanced Commissions and Earned Commissions to Reseller are subject to final review and approval by Company prior to actual payment to Reseller.
7. Reduction in Commission - In the event that a Customer collection for a Sales Order or a Qualified Order exceeds Thirty (30) calendar days past due, Earned Commission payments will be automatically reduced to Zero and there will be no Advanced Commission or Earned Commission payments due to Reseller related to said Sales order or Qualified Order.

SECTION D – GENERAL TERMS AND CONDITIONS

1. Company reserves the rights to modify or terminate this Commission Plan, at its sole discretion and at any time, for any reason and without notice, and as deemed necessary by the Company.
2. This Commission Plan DOES NOT create a contract for employment.
3. Final authority for issues not specifically addressed in this Commission Plan and for all matters of administration of this Commission Plan shall be decided by Company and at Company's sole discretion.
4. Nothing in this Commission Plan shall be construed to imply a contract of employment between the Company and the Reseller. Company reserves the right to terminate the Reseller Agreement or participation of Reseller in this Commission Plan at any time with or without cause. Should the Reseller be terminated from the program, either voluntarily or involuntarily, then all Sales Commissions not yet earned in accordance with the terms of this Commission Plan shall be forfeited and Company shall have no further obligation of any kind to Reseller or making any payments related to Sales Commissions to Reseller.
5. This Commission Plan and all of its Addendums represent the entire understanding and agreement between the Reseller and the Company and no other verbal or written agreements are considered valid.
6. Governing Law - This Sales Plan shall be governed by and construed in accordance with the laws of the State of Texas.
7. **RESELLER UNDERSTANDS, ACKNOWLEDGES AND AGREES TO THE FOLLOWING:**
 - a. **RESELLER'S SALES COMMISSIONS FOR A SALES ORDER MAY BE REDUCED OR ELIMINATED BY COMPANY, AT COMPANY'S SOLE DISCRETION, IF SALES CONTAIN MISTAKES, WRONG OR UNAPPROVED CONTENTS THAT CAN ADVERSELY IMPACT COMPANY'S EXPENSES, COSTS, PRICES, DELIVERIES, OR CUSTOMER SATISFACTION.**
 - b. **ANY DEVIATION FROM ANY TERMS AND CONDITIONS SPECIFIED IN THIS COMMISSION PLAN AND ANY OF ITS ADDENDUMS MUST BE APPROVED IN WRITING BY COMPANY'S FOUNDER AND PRESIDENT OR THE FOUNDER AND PRESIDENT'S DESIGNATED AND AUTHORIZED PERSONNEL. RESELLER'S FAILURE IN FULLY COMPLYING WITH THE POLICIES AND OTHER TERMS AND CONDITIONS DESCRIBED IN THIS COMMISSION PLAN AND ALL OF ITS ADDENDUMS, OR FAILURE IN OBTAINING APPROVALS IN WRITING FROM COMPANY FOR ANY EXCEPTIONS OR DEVIATIONS FROM SAID POLICIES, TERMS AND CONDITIONS PRIOR TO COMPLETING A SALES TRANSACTION AND THE SUBMISSION OF SALES ORDER TO COMPANY, WILL ENTITLE RESELLER TO NO EARNED COMMISSIONS OF ANY KIND EVEN IF COMPANY PROCESSES THE SALES ORDER, QUALIFIES THE SALES ORDER AS QUALIFIED ORDER, FULFILLS THE QUALIFIED ORDER AND RECEIVES ALL PAYMENTS FROM CUSTOMER.**
 - c. **COMPANY IS UNDER NO OBLIGATION TO PAY ADVANCED COMMISSIONS, IN FULL OR PARTIAL.**

- d. **SALES COMMISSIONS WILL NOT BE PAID BY COMPANY UNTIL THIS COMMISSION PLAN AND ALL OF ITS ADDENDUMS ARE SIGNED BY BOTH RESELLER AND COMPANY'S FOUNDER AND PRESIDENT OR THE FOUNDER AND PRESIDENT'S AUTHORIZED PERSONNEL. RESELLER'S SIGNATURE ON THIS COMMISSION PLAN WILL REPRESENT THAT THE RESELLER HAS RECEIVED, READ, UNDERSTOOD, ACKNOWLEDGED AND AGREED TO THIS COMMISSION PLAN AND ALL OF ITS ADDENDUMS, THE COMPANY'S EMPLOYMENT POLICY AND THE COMPANY'S NON-DISCLOSURE AGREEMENT.**
- e. **RESELLER'S FULL COMPLIANCE WITH THE SALES RESPONSIBILITIES, DEFINED IN SECTION B OF THIS COMMISSION PLAN, AND RESELLER'S FULL COMPLIANCE WITH ALL POLICIES, TERMS AND CONDITIONS DESCRIBED IN THIS COMMISSION PLAN AND ALL OF ITS ADDENDUMS ARE THE PRIMARY CRITERIA FOR PERFORMANCE EVALUATIONS OF RESELLER AND RESELLER'S CONTINUATION WITH COMPANY.**

Addendum A - Reseller's Sales Targets and Sales Commissions

1. Monthly Reseller's Sales Commissions will be calculated only against the total cash payment received from Customers.
2. Commissions Schedule - All Earned Commissions are paid on the second Tuesday or sooner of the calendar month following the month, in which commissions were credited, earned and approved by Company.
3. Reseller must reach \$300 in reoccurring revenue by month 3 to maintain reseller status. Failure to meet \$300 in sales will result into dismissal from the Reseller Program.

Reseller's FY 2018 Sales Commission calculations are shown in the following Commission Tables.

FanTouch Packages	Package Cost	Commission Payout	Commission %	Sales Month	Payment Month
Starter	\$ 75.00	\$ 25.00	33%	Jan	Feb
Business	\$ 98.00	\$ 30.00	31%	Feb	Mar
Premium	\$ 149.00	\$ 50.00	34%	Mar	Apr
Minimum Quarterly Sales Target: \$300				Apr	May
Additional Fanlow Services Sold Pays Out at 30%				May	Jun
FanTouch will provide the following material:				Jun	Jul
1. Product and Solutions Training				Jul	Aug
2. Digital Business Card				Aug	Sep
3. Discounted FanTouch Beacon (Price is set by FanTouch)				Sep	Oct
4. Marketing Material				Oct	Nov
5. Reseller Id				Nov	Dec
6. Reseller Commission Tracker				Dec	Jan