

INDEPENDENT SALES AGENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between Ogangi Corporation, a Delaware Corporation, with offices at 9155 S Dadeland Blvd, Suite 1504, Miami, Florida 33156 (the "Company") and

_____, a _____, doing business at _____ (the "Sales Agent") as follows:

WHEREAS, the Company from time to time retains independent sales agents on a commission basis to help the Company sell certain commissioned offerings to prospective customers in certain designated territories;

WHEREAS, the Parties are entering into this Agreement to establish a non-exclusive relationship under which the Sales Agent may earn incentive compensation for attracting customers that purchase the Company's commissioned offerings, as set forth below, and

NOW THEREFORE, for adequate consideration and intending to be legally bound, the Parties agree as follows:

ARTICLE I. AGREEMENT STRUCTURE

Governing Documents. This Agreement will be effective when this document and the Sales Commission Worksheet (Schedule A) are signed by both Parties. This Agreement will supersede any other agreement between the parties regarding this subject matter with respect to Incentive Compensation based on Net Revenue credited to Sales Agent during the Term.

Modifications & Amendments. Modifications or amendments to the Agreement or Sales Commission Worksheet require the signature of each Party's Authorized Representative. No one else is authorized to modify, supplement or interpret this Agreement.

Plan Year. The Company may administer this Agreement according to its Plan Year that began January 1, 2012 (the "Plan Year"). Administration according to a Plan Year does not affect the term or termination rights specified in Article 10 ("Term & Termination").

ARTICLE II. DEFINITIONS

'Authorized Representative' means each Party's officers and legal representatives, who will evidence decisions regarding administration in a signed, written document. No one else at either Party is authorized to modify, supplement, coordinate or interpret this Agreement.

'Chargebacks & Adjustments' means adjustments to Net Revenue or Incentive Compensation to reflect Contract breaches or cancellations, returns, late or non-payment of invoices, Contract contingencies, revenue reversals, bad debt reserves or other adjustments that the Company believes are needed to comply with Revenue Recognition Rules or Section 4.6 ("Good Contracting Practices Good Contracting Practices").

'Commissioned Offerings' means Loyappty Products or Services offered by the Company and specified in the Sales Commission Worksheet. Only Commissioned Offerings that are generally available ("GA") at the time of a Contract or binding quote approved by the Company are eligible for Incentive Compensation under this Agreement.

'Confidential Information' includes the financial terms of this Agreement, all lists of Customers and sales prospects, pricing, bidding and other financial information, software, documentation, information, data, drawings, benchmark tests, features, specifications, release dates and any other proprietary information marked as "confidential" at the time of disclosure or within a reasonable time afterward.

'Contract' means a binding legal commitment from a Customer to purchase a stated quantity of Loyappty Products or Services at a stated price from the Company. The Company may require full execution of its standard agreement before a Contract is deemed to exist. The Sales Agent is not a party to any Contract.

'Customer' means a person or entity entering into a Contract with the Company to obtain Loyappty Products or Services.

'Incentive Compensation' means Sales Commissions and any Special Incentive Program awards that may be earned under this Agreement and the Sales Commission Worksheet.

'Loyappty Products or Services' means any Products or Services offered by the Company through the site <http://loyappty.com>.

'Net Revenue' means one or more of the categories of revenue for which the Sales Agent may be eligible to receive Incentive Compensation, as specified in the Sales Commission Worksheet.

'Revenue Recognition Rules' means the financial accounting rules governing the Company's recognition of Net Revenue, as determined by the Company's finance staff and advisers. Depending on a variety of factors, such as Customer creditworthiness, delayed payments, promises of future product releases or price discounts, Net Revenue may be allocated to a period other than the effective date of the Contract, the invoicing date, scheduled payment date or actual payment.

ARTICLE III. INCENTIVE COMPENSATION REQUIREMENTS

3.1. Territory.

- a) **Designation of Territory.** Sales Agent may be assigned one or more Territories. Territories are non-exclusive and are based on criteria specified in the Sales Commission Worksheet, such as geographic region, vertical industry or named accounts, as well as any special criteria that the Company may specify. The Company may review and modify Territory assignments and assign other sales agents to the Territory upon written notice. Sales Agent agrees to focus its efforts and limit its activities under this Agreement to the assigned Territory.
- b) **Sales in Geographic Territory.** A sale will be considered in a specific geographic Territory if the Customer entering into the Contract has, within the Territory, its principal place of business or significant business operations. The Company's Authorized Representative reserves the right to review and determine whether a sale is in the Territory.
- c) **Sales Outside Territory.** Sales Agent will not be eligible to receive Incentive Compensation for any sale outside its geographic or other Territory unless it submits a Request for Credit Form within thirty (30) days of the opportunity being identified and it is approved by the Company's Authorized Representative.
- d) **Sales Agent Responsibilities.** Sales Agent will fulfill the following activities:
 - Conduct effective sales campaigns with prospective Customers;
 - Prepare proposals or other sales materials and to demonstrate Loyappty Products or Services;
 - Keep the Company informed of the status of Customer implementations of Loyappty Products or Services;
 - Help achieve high levels of Customer satisfaction;
- e) **Demonstration License.** The Sales Agent is granted a Demonstration License to use Loyappty Products or Services at the Authorized Demonstration Site(s) specified in Schedule A, Part 1, to demonstrate the Loyappty Products or Service features to prospective Customers. The Demonstration License does not allow the Loyappty Products or Service to be used in a production environment.
- f) **Product Literature.** The Company will supply the Sales Agent with a reasonable quantity of sales literature and related collateral for Loyappty Products or Services. The Sales Agent may use the sales literature and collateral to promote Loyappty Products or Services according to this Agreement.
- g) **Special Incentive Programs.** The Company may in its sole discretion allow Sales Agent to participate in one or more Special Incentive Programs described below and in a Sales Commission Worksheet or other memorandum signed by the Company's Authorized Representative:
 - Contests: special incentives designed to achieve a narrowly targeted short-term measurable goal designated by the Company.

- Discretionary Bonus or Strategic Sales Objective (SSO): a special payment to a Sales Agent made by the Company in its sole discretion to reward achievement of key initiatives for accounts, markets, revenue, or other performance-based metrics.
- Special Achievement Club: confers special recognition and benefits from time to time specified by the Company for Sales Agents that have participated in this Program for at least six (6) months and achieved certain Achievement Levels.

3.2. Payment.

The payment of Incentive Compensation is subject to the terms and conditions of this Agreement, including Article IV ("Agreement Administration") and Article V ("Transitional Considerations"):

- Sales Commission Payments.** The following provisions reflect the Company's current practices, which may be changed prospectively upon written notice to Sales Agent by the Company's Authorized Representative. Sales Commissions are generally paid within fifteen (15) days after the end of the first month in which (a) the corresponding Net Revenue from the Customer is recognized by the Company and credited to the Sales Agent as described above, and (b) the Company has actually collected cash payment from the Customer.
- Special Incentive Programs.** Special Incentive Program awards are generally paid within thirty (30) days after the end of the Quota quarter in which the requirements of Section 3.4(a) ("Sales Commission Payments") are satisfied for the category of Net Revenue at issue (if relevant) or as otherwise stated by the Company's Authorized Representative in the award notification.

- 3.3. Sales Agent Expenses.** Company will reimburse the Sales Agent for mutually agreed and pre-approved costs of doing business in performing this Agreement. Reimbursement requests will be made within thirty (30) days after costs are incurred and will include the Company's note of authorization and original receipts. Company will pay such requests within thirty (30) days.

- 3.4. Notice and Billing Information.** The following information will be used by Company for any notice and processing of billing and payments. Currently the Company can only make payments to a PayPal account (<https://www.paypal.com>):

First name:	
Last name:	
Company name (if applicable):	
Company website (if applicable):	
Email:	
PayPal account:	
Address line 1:	
Address line 2:	
City:	
State / Province:	
Postal code:	
Country:	

All notices and billing inquiries should be directed by Sales Agent to finance@loyappty.com.

ARTICLE IV. AGREEMENT ADMINISTRATION

- 4.1. Overview.** The following provisions are designed to help the Company administer this Agreement effectively, to coordinate sales initiatives within a multi-channel sales environment in a rapidly changing marketplace and to implement procedures to prevent and resolve conflicting claims and disputes over Incentive Compensation.
- 4.2. Split Commissions.** The Company may encounter situations that, in the Company's sole judgment, require Sales Agent to split Incentive Compensation. These situations will be decided by the Company's

Authorized Representative and will be communicated to Sales Agent in writing. In some cases, the Company may require execution of a Request for Credit form.

- 4.3. No Duplicate Commissions.** The Company is not liable for paying duplicate, overlapping or multiple Incentive Compensations. If more than one person claims Incentive Compensation for the same Contract or other performance metric, the Company may in its sole discretion split the Incentive Compensation among the claimants, withhold payment until all claimants agree in writing to resolve the issue or until it is decided according to Dispute Resolution provisions of the Agreement. The Company reserves the right to coordinate the operation of any Special Incentive Programs to avoid excessive payments for the same effort. The Company may require the Sales Agent to execute a release as a condition of making any Incentive Compensation payment.
- 4.4. Chargebacks & Adjustments.** Incentive Compensation otherwise payable to the Sales Agent is subject to Chargebacks & Adjustments. If requested, the Sales Agent agrees to make reasonable effort to help the Company collect any unpaid Customer invoices attributable to Contracts and Net Revenue credited to the Sales Agent.
- 4.5. Certain Business Practices.**
- a) **Competitive Offerings.** During the term of this Agreement, the Sales Agent will use its best efforts to sell the Commissioned Offerings and will not promote or sell any other offering that competes with any Commissioned Offerings in the Territory.
 - b) **Sales to Existing Customers Not Eligible.** This Agreement is intended to reward sales efforts that attract new Customers to the Company's Commissioned Offerings. Unless otherwise specifically approved by the Company's Authorized Representative in a Request for Credit (RFC) form, sales to existing Customers of the Company's Commissioned Offerings (including earlier Company offerings that are replaced by these Commissioned Offerings) are not eligible for Incentive Compensation under this Agreement. The Parties will verify the status of prospective Customers early during the sales cycle to ensure they are not currently Customers of the Company.
 - c) **Non-Circumvention of Compensation Provisions.** This Agreement is intended to reward contributions by the Sales Agent to the Company's economic growth. The Company may modify, discontinue or administer the Agreement to prevent misuse or manipulation of Incentive Compensation provisions. Intentional violation of this provision may result in forfeiture of Incentive Compensation.
- 4.6. Good Contracting Practices.** The Sales Agent will comply with the following “do’s and don’ts”:
- Do focus on sales opportunities in the Territory;
 - Do obtain approval for “out of Territory” leads;
 - Do make sure any split or shared revenue is documented;
 - Do stay in contact with Customers and monitor their plans;
 - Do help collect Customer invoices, if requested;
 - Don't make agreements with Customers for Commissioned Offerings;
 - Don't make promises to Customers beyond the Company Contracts;
 - Don't make Customer side-deals by letter, email or verbally;
 - Don't sell Company items that are not Commissioned Offerings;
 - Don't pre-sell items that are not yet generally available (GA);
 - Don't promise release dates for products or features;
 - Don't give anything of material value to any sales prospect;

- Don't promise a finder's fee to any source of referrals.

4.7. Reservation of Rights. The Company may decline to bid, reject an opportunity, decide any proposed discount or other concession, compromise Net Revenue or otherwise manage its business according to its own judgment. The Company does not warrant that it will collect amounts needed to pay Incentive Compensation or avoid Chargebacks & Adjustments. The Sales Agent is not authorized to execute, approve or modify Contracts, or make promises or concessions to Customers ancillary to the Contract. The Company may modify or discontinue Commissioned Offerings at any time. This relationship is non-exclusive. The Company or its designee may directly or indirectly sell products and services throughout the world. The Company reserves the right to correct any clerical error in the Agreement, the Sales Commission Worksheet or in the calculation or payment of Incentive Compensation at any time. The Company may offset Incentive Compensation by any amount that Sales Agent owes the Company.

ARTICLE V. TRANSITIONAL CONSIDERATIONS

- 5.1. New Sales Agents.** The Company will pro-rate or make other adjustments as needed in its sole judgment to structure a Sales Commission Worksheet for new Sales Agents who join after commencement of the Plan Year, based on length of service, experience levels, contributions to sales efforts already in progress and other relevant factors.
- 5.2. Reassignments.** If Sales Agent is reassigned to other Territories, it should obtain a Request for Credit for any sales in progress that are not yet under Contract for which it desires future credit toward the Achievement Level. Such RFC will be subject to credit splits and other provisions of this Agreement and will be effective only if signed by the Company's Authorized Representative. Sales Agent will be given credit for Net Revenue that otherwise would be credited during the thirty (30) days following the effective date of reassignment.
- 5.3. Transition Credit & Payment.** If this Agreement is terminated for any reason, other than for the Sales Agent's material breach, then the following provisions shall apply:
- a) **Credit Toward Achievement Level.** If the Sales Agent voluntarily terminates, it will be given credit toward reaching its Achievement Level for creditable events occurring through the effective date of termination according to this Agreement. If the Sales Agent is involuntarily terminated by the Company and not for cause, then the foregoing period will be extended until thirty (30) days after the effective date of termination.
 - b) **Credit Split.** If the efforts of other sales agents are needed to close a Contract for which the Sales Agent otherwise would receive credit toward its Achievement Level, the Company may require it to participate in a reasonable credit split in order to close the sale, as documented in a Request for Credit Form.
 - c) **Final Payment.** Upon termination, the Company will review the Sales Agent's account, including the likelihood of any Chargebacks & Adjustments. The Sales Agent will be paid Incentive Compensation on Net Revenue for which the Sales Agent receives credit under this Agreement if the Payment Date described in Section 3.4 ("Payment Date") occurs within thirty (30) days after the effective date of termination. All other Incentive Compensation (whether credited or not) is forfeited. The Company may require a release of claims and expiration of any applicable statutory revocation period as a condition of any final payment.

ARTICLE 6. NON-INFRINGEMENT WARRANTY & CERTAIN INDEMNITIES

- 6.1 Non-Infringement Warranty.** Each Party represents, warrants and covenants, to the best of its knowledge and belief and solely for the benefit of the other Party, that nothing in this Agreement or the performance of it by that Party infringes any United States intellectual property right or any contractual covenant benefiting any third party ("Third Party Claim"). Each of us will defend, indemnify and hold harmless the other Party from any such Third Party Claim.
- 6.2 Customer Claims Indemnity.** The Sales Agent is solely responsible for any claims made by Customers to

the extent they arise out of or relate to any representation or contractual commitment made by the Sales Agent that exceeds or is inconsistent with the Company's marketing literature and Contracts for Commissioned Offerings ("Customer Claims"). The Sales Agent will defend, indemnify and hold harmless the Company from all such Customer Claims.

6.3 Tax & Benefits Indemnity. The Sales Agent will file all tax returns and pay all taxes, employee benefit or minimum wage requirements pertaining to itself and its personnel consistent with our relationship as independent contractors specified in Section 14.3 ("Independent Parties") and the Sales Agent will defend, indemnify and hold harmless the Company (including its officers and employees) from any such claims.

6.4 Indemnification Procedure. If given prompt notice of an indemnified claim under this Article 6 and the ability to control its defense, the indemnifying Party will pay any claim, damages, costs and expenses (including reasonable legal fees) awarded in a final judgment and any settlements entered into with its written consent. Each of us will cooperate with the other in any such proceedings.

ARTICLE 7. WARRANTY DISCLAIMERS

7.1 EXCEPT AS STATED IN SECTION 6.1 ("NON-INFRINGEMENT WARRANTY"), ALL GOODS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" BY THE COMPANY. THE COMPANY MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY GOODS OR SERVICES OR CONCERNING THE SALES AGENT'S ABILITY TO EARN INCENTIVE COMPENSATION UNDER THIS AGREEMENT. ANY PROJECTED RELEASE DATES OR EXPECTED FEATURES FOR COMMISSIONED OFFERINGS ARE ESTIMATES ONLY, SUBJECT TO REVISION.

7.2 AS BETWEEN THE COMPANY AND THE SALES AGENT, ALL COMMISSIONED OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. ANY CUSTOMER LEVEL WARRANTY SHALL BE SPECIFIED IN THE CONTRACT BETWEEN THE COMPANY AND THE CUSTOMER.

7.3 ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED IN THIS AGREEMENT IS UNENFORCEABLE AGAINST THE COMPANY. NO ORAL OR WRITTEN INFORMATION, INCLUDING PROPOSALS, ADVERTISING, PROMOTIONAL LITERATURE, PRESS RELEASES OR ADVICE, GIVEN BY COMPANY SHALL CREATE A WARRANTY OR REPRESENTATION AND SALES AGENT SHALL NOT DETRIMENTALLY RELY ON ANY SUCH INFORMATION.

ARTICLE 8. LIMITATION OF LIABILITY

8.1 NO LIABILITY FOR CERTAIN DAMAGES. IN NO EVENT WILL COMPANY, ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, DELAY IN PERFORMANCE, LOSS OF DATA, COST OF COVER OR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

8.2 LIABILITY LIMIT. EXCEPT FOR THE NON-INFRINGEMENT INDEMNITY IN ARTICLE 6, COMPANY'S LIABILITY IN CONTRACT, TORT OR OTHERWISE SHALL NOT EXCEED THE AMOUNT RECEIVED BY COMPANY FROM SALES AGENT'S EFFORTS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ALLEGED CLAIM, BUT NOT EXCEEDING \$25,000. THIS LIMITATION DOES NOT AUTHORIZE DAMAGES OTHERWISE PROHIBITED BY SECTION 8.1. THESE LIMITATIONS ARE INDEPENDENT OF AND APPLY REGARDLESS OF WHETHER ANY EXCLUSIVE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE, THEY REASONABLY ALLOCATE THE RISK AND THE PARTIES DESIRE THAT THEY BE GIVEN EFFECT TO THE GREATEST EXTENT ALLOWED BY LAW.

ARTICLE 9. CONFIDENTIALITY

9.1 Acknowledgment of Confidentiality. Sales Agent acknowledges it may be exposed to Company Confidential Information under this Agreement. Confidential Information does not include (i) information, which the Sales Agent can demonstrate was already known or independently developed by it; (ii) information in the public domain through no wrongful act of the Sales Agent, or (iii) information received by the Sales Agent from a third party who was free to disclose it.

- 9.2 Covenant Not to Disclose.** Sales Agent will not use or commercialize the Company's Confidential Information or disclose it to any person or entity, except to its own employees having a "need to know," and to such other recipients as the Company may approve in writing. Sales Agent shall use at least the same degree of care in safeguarding the Company's Confidential Information as it uses in safeguarding its own Confidential Information, but not less than due diligence and care. Sales Agent will not alter or remove from the Confidential Information any proprietary, copyright, trademark or trade secret legend.
- 9.3 Time Period.** Sales Agent will protect the Company's Confidential Information of a technical nature in perpetuity and will protect business, financial and other non-technical Confidential Information during the Term of this Agreement and for two (2) years thereafter.
- 9.4 Injunctive Relief.** In the event of actual or threatened breach of this Article 9 ("Confidentiality") or infringement of the Company's intellectual property rights in any Confidential Information or Commissioned Offerings, and in addition to any other remedies available at law or in equity, the Company may seek immediate injunctive and other equitable relief, without necessity of posting bond, or having to show actual damage or irreparable harm.

ARTICLE 10. TERM & TERMINATION

- 10.1 Term.** This Agreement will continue for a period of six (6) months and will automatically renew on a six-month to six-month basis unless either Party gives notice of termination at least thirty (30) days prior to the next renewal term.
- 10.2 Termination For Cause.** Notwithstanding the foregoing, either Party may suspend or terminate this Agreement upon written notice if the other Party: (i) experiences a change of control; (ii) experiences a bankruptcy or similar event or (iii) materially breaches the Agreement and fails promptly to correct the breach or to commence corrective action reasonably acceptable to the aggrieved Party and proceed with due diligence to completion.
- 10.3 Suspension of Performance.** A Party may suspend its performance, require adequate assurance of payment of past due and future amounts or terminate the Agreement upon advance notice if amounts owed to it by the other Party are not paid when due.
- 10.4 No Liability for Termination.** The right of termination or expiration of this Agreement is absolute. The Sales Agent waives any claim to the contrary and releases the Company from any claim to damages, compensation or indemnification arising out of or relating to the termination of this business relationship.
- 10.5 Further Assurance.** Upon termination or expiration of this Agreement and regardless of whether a dispute otherwise exists, each Party will account for and return or destroy according to owner's instructions any Confidential Information supplied to it under this Agreement. Each Party will certify compliance with this provision upon request.
- 10.6 Survival.** Provisions of this Agreement that by their nature continue past termination, such as those protecting Confidential Information, limiting warranties or liabilities or requiring a Party to provide further assurances or to refrain from certain conduct, will continue indefinitely or as specified in the Agreement.

ARTICLE 11. NON-ASSIGNMENT

- 11.1** Neither this Agreement nor any licenses or rights under this Agreement may be assigned or transferred by the Sales Agent, directly or indirectly, without the prior written consent of the Company and any attempt to the contrary shall be void. The Company may assign this Agreement upon thirty (30) days advance written notice.
- 11.2** Subject to Section 11.1, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective permitted successors and assigns.

ARTICLE 12. CERTAIN BUSINESS PRACTICES PROHIBITED

- 12.1 Non-Solicitation.** During the term of this Agreement and for one (1) year thereafter, neither Party shall, directly or indirectly, without the other Party's prior written consent, hire, solicit or attempt to solicit the services of any employee of such other Party assigned to this relationship. The foregoing restriction shall not preclude either Party from placing advertisements in publications of general circulation.
- 12.2 Non-Circumvention.** The Company has expended considerable time, effort and resources to develop an installed base of Customers (the "Installed Base"). During the term of this Agreement and for one (1) year thereafter, Sales Agent will not, directly or indirectly, without the Company's prior written consent, knowingly sell any offerings that compete with the Commissioned Offerings to the Company's Installed Base. This restriction shall not preclude Sales Agent from placing advertisements in publications of general circulation.

ARTICLE 13. DISPUTE RESOLUTION

- 13.1 Disputes; Choice of Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF FLORIDA, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. THE PARTIES WILL INITIATE ANY DISPUTE RESOLUTION PROCEEDING IN SUCH DESIGNATED STATE AND IRREVOCABLY CONSENT TO EXCLUSIVE PERSONAL JURISDICTION THEREIN. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 13.2 Time Limit.** Any claim arising out of or relating to this Agreement shall be initiated in a tribunal of competent jurisdiction within one (1) year after the claim arose, or be barred. Claims relating to infringement of intellectual property rights, breach of Confidentiality or violation of software license restrictions imposed by this Agreement shall be deemed to arise upon actual discovery by the aggrieved Party.
- 13.3 Tribunal.** Except for claims described in the last sentence of Section 13.2, the Parties irrevocably agree that any claim hereunder against the other Party shall be decided by final and binding arbitration pursuant to the Streamlined Arbitration Rules and Procedures and the U.S. Arbitration Act, 9 U.S.C. Sec. 1 et seq. ("Arbitration Act"). The Parties will select a single arbitrator (or one will be selected for us if we cannot agree) who shall be a former judge or attorney with substantial experience in resolving business disputes involving sales incentive agreements. The arbitrator may not award damages exceeding or inconsistent with Article 8 ("Limitation of Liability"). The arbitrator's decision shall be in writing. We will share the costs of the arbitrator equally. We will arbitrate any issue regarding the types of claims to be arbitrated. Arbitration may be compelled and an arbitration award enforced by any court of competent jurisdiction.
- 13.4 Attorney Fees & Costs.** If the Company initiates dispute resolution procedures to enforce its rights under this Agreement, and substantially prevails in such proceeding, then it shall in addition to other relief, be awarded its reasonable costs and attorney fees.

ARTICLE 14. MISCELLANEOUS

- 14.1 Force Majeure.** Neither of us will incur any liability because of any loss or damage resulting from any delay or failure to perform under the Agreement to the extent caused by events beyond our direct fault and control, provided we promptly notify the other Party and use due diligence to attempt to work around the reported problem. Such events include, without limitation, acts of God, strikes, lockouts, riots, war, terrorism or other civil disturbance, earthquakes, weather, fires and explosions. However, the inability to meet financial obligations is expressly excluded from this provision.
- 14.2 Severability.** Any term, condition, or provision in this Agreement determined by a tribunal of competent jurisdiction to be invalid, unlawful or unenforceable, shall be deemed conformed to the minimum requirements of the law. If the offending provision cannot be so conformed, then it will be deemed severed from the remaining provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
- 14.3 Independent Parties.** We are independent contractors to one another and not the agent, employee,

partner, franchisee, joint venture or legal agent or representative of the other Party. The Sales Agent will not represent itself as having any authority to enter into or modify Contracts with Customers, bind the Company or act on the Company's behalf.

- 14.4 Entire Agreement.** This Agreement contains the entire and exclusive agreement and supersedes all previous communications, representations and agreements, oral or written, between us with respect to this subject matter. Any extraneous communications, including promotional or web site materials, are specifically excluded from this Agreement.
- 14.5 Standard Terms & Amendment.** Purchase orders, invoices or other transactional documents may be issued for administrative purposes. However, any terms in those documents will not supplement, waive or contradict this Agreement. Any amendment or modification of this Agreement must be in writing and signed by our Authorized Representatives.
- 14.6 Waiver.** Waiver of any right or remedy under this Agreement must be in writing. Waiver of one provision does not implicitly waive any other provision. Failure, neglect or delay by a Party to enforce its rights or remedies at any time, will not be construed or be deemed to be a waiver and will not affect the validity of any part of this Agreement. Waiver of any provision shall not preclude a Party from enforcing the provision on future occasions.
- 14.7 Records.** We both agree to maintain complete and accurate records for a period of at least three (3) years and make any reports required to perform our responsibilities under this Agreement. The other Party may examine these books and records upon three (3) days' advance written notice during normal working hours and at its own expense.
- 14.8 Public Announcements.** We will mutually agree on reasonable press releases or other public announcements regarding this relationship.
- 14.9 Export Restrictions.** Demonstration Licenses may be used only in the specific country of the Authorized Sites and may not be exported to another country without the owner's written permission. We will both comply fully with all relevant export laws and regulations of the United States and foreign nations in which any software or technology will be used ("Export Laws"). This provision shall survive termination of the Agreement.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date last below written.

Company	Sales Agent
Ogangi Corporation	
By:	By:
Name:	Name:
Date:	Date:

**SALES COMMISSION WORKSHEET
SCHEDULE A TO THE
INDEPENDENT SALES AGENT AGREEMENT**

(Plan Year Beginning as of January 1, 2012)

This Schedule incorporates by reference the Independent Sales Agent Agreement between the Parties. It shall be effective when both Parties sign the Agreement and this Schedule.

PART 1: DEMONSTRATION LICENSE

Demonstration License is granted under the following account:

Demonstration Site	Login	Password	Credits Granted
http://loyappty.com			100

PART 2: SALES COMMISSION WORKSHEET

- A. **Territory.** The Sales Agent's Territory is non-exclusive and is based on one or more of the following basic criteria, as well as any special criteria that the Company may provide. The Sales Agent agrees to focus its sales efforts to the following:

- [] Geographical Area: _____.
- [] Industry Vertical Segment: _____.
- [] Target Customer Revenue Size: _____.
- [] Other: _____.

- B. **Commissioned Offerings & Commission Rates.** The following Commissioned Offerings, and Commission Rates are subject to all terms and conditions of the Agreement and are calculated based on Net Revenue:

Category	Commission Rate
Loyappty Products or Services	30%
Purchase of prepaid cards. Prepaid cards of \$50 face value.	Purchased for \$20

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date last below written.

Company	Sales Agent
Ogangi Corporation	
By:	By:
Name:	Name:
Date:	Date: