

AUTHORISED RESELLER AGREEMENT

This agreement is made on the date stated in Item 1 of the Schedule

BETWEEN **Neotechnology Pty Ltd of Level 7, 227 Elizabeth Street, Sydney NSW 2000** (hereafter referred to as “**Neotechnology**”)

AND the person or entity stated in Item 2 of the Schedule (hereafter referred to as “**Reseller**”)

RECITALS

Neotechnology is engaged in the development and delivery of Point of Sale systems and associated software to retail and hospitality businesses in Australia.

The Reseller wishes to be appointed as a reseller of certain Point of Sale systems and associated software developed by Neotechnology and Neotechnology has agreed to make such appointment on the terms and conditions contained in this agreement.

Therefore, in consideration of entering into this agreement and the mutual promises and covenants contained herein and for other good and valuation consideration, the receipt and adequacy of which are hereby acknowledged, Neotechnology and the Reseller agree as follows:

INDEX

AUTHORISED RESELLER AGREEMENT.....	1
INDEX	1
1. DEFINITIONS AND INTERPRETATION	2
2. APPOINTMENT OF RESELLER	3
3. RESPONSIBILITIES OF RESELLER	4
4. RESPONSIBILITIES OF NEOTECHNOLOGY	4
5. TERMS AND CONDITIONS OF SALE	4
6. RESTRICTION OF SALE	5
7. MARKETING AND PROMOTIONAL RESPONSIBILITIES.....	5
8. INTELLECTUAL PROPERTY RIGHTS – COPYRIGHT INDEMNIFICATION.....	5
9. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION.....	6
10. REPRESENTATIONS AND WARRANTIES OF NEOTECHNOLOGY.....	6
13. TERM	8
14. TERMINATION	8
15. EFFECT OF TERMINATION	8
16. SUPPORT ON TERMINATION.....	9

17. CONFIDENTIALITY.....	9
18. NON-WAIVER	9
19. FURTHER ASSURANCE.....	9
20. NON-ASSIGNMENT.....	9
21. GOVERNING LAW.....	9
22. NOTICES	10
23. FORCE MAJEURE	10
24. SEVERABILITY	10
24. GST	11
SCHEDULE	13
S.1 SUPPORT	14

IT IS AGREED,

1. DEFINITIONS AND INTERPRETATION

1.1 “Claims” means all threatened or actual actions, proceedings, demands, damages, losses, claims, costs, expenses and liabilities, whatsoever, including claims for Consequential Loss.

1.2 “Confidential Information” means any information of a strategic nature which is not publicly available, this includes but is not restricted to trade secrets, product and technical information, specifications, financial information, price lists, market statistics, End User details and operational policies and procedures.

1.3 “Consequential Loss” means:

- losses or damage not arising naturally, that is according to the usual course of things, from the relevant event giving rise to that loss or damage, whether or not that loss or damage may reasonably have been supposed to have been in the contemplation of the parties at the time they made this agreement, as the probably result of the relevant event;
- indirect, economic, special or consequential loss;
- loss in the nature of loss of profits, revenue, data, production, opportunity, use or loss of production even if the relevant loss may reasonably have been supposed to have been in the contemplation of the parties at the time they made this agreement, as the probable result of the relevant event.

1.4 “Documentation” means all written descriptions, brochures, manuals or instructional materials furnished to the Reseller or its End User that describe or relate to the use and application of Products in any manner.

1.5 “End User” means the bona fide user of a Product.

1.6 “Industrial Property Rights” means all ideas, inventions, know-how and trade secrets, whether or not patentable embodied in the Licensed Programs and the Product including any patents, trademarks, trade names, trade secrets or copyrights or other intangible property rights which relate to the Licensed Programs, the Product and the manufacturer’s operating system.

1.7 “Licensed Programs” means those routines for use on the Product in conjunction with the manufacturers operating system developed by:

- Neotechnology or its subcontractors.
- Any other company for whom Neotechnology is the duly authorised Reseller or where the rights of these Licensed Programs have been passed onto Neotechnology.

1.8 “POSable” means a cloud based point of sale system covering point of sale uses, e-commerce, loyalty programs, inventory management, payment gateway, reporting systems and other uses.

1.9 “Products” means the products including the POSable products of Neotechnology that meet the categories to which the Reseller has been given access as more particularly described in Item 3 of the Schedule.

1.10 “Software” means software products incorporated in the Products.

1.11 “Territory” means the geographic region in which a Product may be promoted or sold by the Reseller to the extent specified in Item 3 of the Schedule. For the avoidance of doubt, unless specified in the Schedule, no territory outside of Australia is granted or implied.

1.12 In this document unless the contrary intention appears:

1.12.1 A reference to this document or agreement means this agreement and any Schedule to this agreement including any variation or replacement of it;

1.12.2 Singular includes the plural number and vice versa;

1.12.3 An agreement on the part of, or in favour of, two or more persons binds or is for the benefit of them or any one or more of them jointly and severally; and

1.13 All headings in this document have been inserted for the purpose of ease of reference only. They do not affect the meaning or interpretation of it.

2. APPOINTMENT OF RESELLER

2.1 Subject to the terms and conditions of this agreement and for the term herein provided, Neotechnology appoints the Reseller and the Reseller accepts the appointment as a reseller, on a non-exclusive basis to promote and sell and the Products to End Users within the Territory.

2.2 The Reseller agrees not to actively market the Products outside the Territory without the prior written consent of Neotechnology. The Reseller is not precluded from accepting an unsolicited order from outside the Territory subject to any restrictions in other parts of this agreement.

2.3 The Territory, unless otherwise specified in the Schedule, is non-exclusive. The Reseller accepts that Neotechnology may have other Resellers that have over-lapping territories that are also granted the right to actively market the Products within their territory.

2.4 The Reseller acknowledges that Neotechnology or its parent company or other wholly owned subsidiary of the parent company maintains the right to sell or licence the Products directly to End Users.

3. RESPONSIBILITIES OF RESELLER

During the term of this agreement, the Reseller shall:

3.1 Conscientiously and diligently promote, advertise and sell the Products;

3.2 Ensure employees of the Reseller have the necessary skills and knowledge to adequately carry out the Reseller's responsibilities as set out in this agreement;

3.3 Provide adequate training and sales support (levels 1 and 2 supports) to its End Users who have purchased a licence to use the Products;

3.4 Immediately notify Neotechnology of any Product defect;

3.5 Meet other responsibilities as specified in the Schedule to this agreement (if any);

3.6 Comply with all relevant legislation, rules and regulations, industry standards and codes of conduct when promoting, advertising and selling the Products.

4. RESPONSIBILITIES OF NEOTECHNOLOGY

During the term of this agreement, Neotechnology shall:

4.1 Provide the Reseller with access to an online Portal via the POSable website, <http://posable.com.au/> for the Reseller to set up new customers as End Users and manage their accounts with Neotechnology.

4.2 Ensure that the Products supplied by the Reseller to the End User are of merchantable quality and comply with all relevant legislation, rules and regulations, industry standards and codes of conduct.

4.3 Provide the Reseller with sales information as reasonably requested.

4.4 Respond to requests for assistance with Products and technical support that are submitted in accordance with this agreement subject to updates.

4.6 Meet other responsibilities to End Users if specified in Item 4 in the Schedule to this agreement.

5. TERMS AND CONDITIONS OF SALE

5.1 On acceptance by Neotechnology of a Reseller order, the order is irrevocable and not subject to cancellation without prior written consent by a duly authorised representative of Neotechnology.

5.2 General terms and conditions that appear on Neotechnology Tax Invoices, its website or quotes provided to the Reseller also apply to the individual sale.

6. RESTRICTION OF SALE

6.1 The Reseller must not alter, modify or otherwise interfere with the Product or any instructions, literature or written material provided by Neotechnology without Neotechnology's prior written consent.

6.2 The Reseller is not authorised to sell and/or distribute Products to other countries unless specified in Item 3 of the Schedule, in which event, the Reseller agrees to follow Neotechnology's policy regarding control of exported Products and put in place measures to prevent the Products being sold or licensed to restricted countries, companies and people.

6.3 The Reseller must not sell or distribute the Products to those End Users nominated by Neotechnology. Should this situation arise, Neotechnology will provide a list of these End Users to the Reseller.

7. MARKETING AND PROMOTIONAL RESPONSIBILITIES

7.1 Any advertising, promotional activities or trade shows proposed by the Reseller for the Products must comply with Neotechnology guidelines issued from time to time and must be firstly approved by Neotechnology prior to implementation. Any promotional material supplied by Neotechnology is only to be used to promote Neotechnology products.

7.2 The Reseller agrees to abide by the terms and conditions set out by Neotechnology from time to time in the use of trademarks, trade names, logos and insignias which are current at the time and must not use, register, alter, make or give any representation not expressly authorised by Neotechnology. The Reseller must not deface, remove, modify or cover over any trademark on any Products, spare parts or consumables.

7.3 Neotechnology hereby grants a non-exclusive licence to the Reseller to use and display trademarks, trade names, logos and insignias in connection with the sale of Neotechnology Products pursuant to this agreement.

7.4 Except as authorised in writing by Neotechnology, the Reseller must not register the word "POSable", "Neotechnology", "Neotechnology Point of Sale Solutions", "NBS" or any word containing "POSable", "Neotechnology", "Neotechnology Point of Sale Solutions" or "NBS", any trademarks or trade names of Neotechnology or any company of the Neotechnology Group likely to be confused with a trade mark or trade name of Neotechnology or any company of the Neotechnology Group in any written or electronic media (including the Internet).

8. INTELLECTUAL PROPERTY RIGHTS – COPYRIGHT INDEMNIFICATION

8.1 Other than the rights of use expressly provided by this agreement, the Reseller disclaims any right or interest in the Neotechnology intellectual property rights in or to the Licensed Programs and agrees that at all times during the term of this agreement, such rights shall remain the sole and exclusive property of Neotechnology or of the parties for which Neotechnology is the duly authorised Reseller.

8.2 Neotechnology specifically disclaims any warranty or representation as to the validity or coverage of any patents as to the Licensed Programs. Therefore, nothing herein contained shall be construed to permit the Reseller to refrain from performing any of the covenants or conditions herein contained by reason of any claim or suit as to alleged infringement.

8.3 The Reseller agrees that all documentation that has been provided by Neotechnology to the Reseller with respect to the Products and the Licensed Programs shall remain the sole and exclusive property of Neotechnology, such material being loaned to the Reseller for the limited purpose of facilitating the use and application of the Product and the Licensed Programs in connection with the Reseller's business. Such materials shall not be reproduced in whole or in part by the Reseller without the prior written consent of Neotechnology and all such materials and documentation shall be promptly returned to Neotechnology upon the expiration of the term of this agreement.

9. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

9.1 Subject to the conditions contained in this clause 9, Neotechnology agrees to hold harmless from and indemnify the Reseller from all liability for infringement of any patent, copyright or trademark rights or other intellectual property rights of third parties that arise as a direct result of the sale of the Products, unless such liability is caused by the breach of this agreement, reckless act or negligence of the Reseller. Otherwise, Neotechnology will defend any claim or proceeding commenced against the Reseller or an End User of the Reseller based on a claim that any Product supplied to the Reseller under this agreement constitutes an infringement of intellectual property rights subject to the understanding that Neotechnology shall have exclusive control over the defence and/or settlement of such claims or proceedings.

9.2 The Reseller must give prompt notice to Neotechnology of any such claims or proceedings and must provide any reasonable support and assistance to Neotechnology as is necessary to resolve any such claims or proceedings.

9.3 Neotechnology will not under any circumstances be liable for any Consequential Loss (including loss of contracts), loss of income or data, arising out of or relating to the transactions contemplated in this agreement for whatever reason whether in contract, tort, deceit (including without limitation, negligence or strict liability) or otherwise, even if Neotechnology is apprised of the likelihood of such loss or damages occurring. In no event will Neotechnology's liability to the Reseller (whether based in an action or claim in contract, warranty, condition, tort or otherwise, including negligence or strict liability) arising out of or relating to any products sold hereunder exceed the aggregated amount of purchase by the Reseller of all products under this agreement.

10. REPRESENTATIONS AND WARRANTIES OF NEOTECHNOLOGY

10.1 Neotechnology represents and warrants to the Reseller that the Products including Licensed Programs when used in connection with the Products and the manufacturer's operating system will perform in accordance with the operating specifications set forth in the documentation.

10.2 Neotechnology reserves the right to alter, modify, eliminate, or supplement any of the Licensed Programs on ten business days' written notice to the Reseller; provided however, that Neotechnology shall be under no obligation to update or modify the Licensed Programs.

10.3 Neotechnology makes no other representation or warranty with regard to the Licensed Programs and Products and shall not be liable to the Reseller or Reseller's End User for any special or consequential damages including but not limited to Consequential Loss. Further, subject to clause 9, Neotechnology shall not be liable for any injury or damage to the Reseller, the Reseller's property or the Reseller's End Users which in any way relates to or arises out of the use and application of the Licensed Programs or of the Products.

10.4 The Reseller agrees that the representations and warranties of Neotechnology contained herein shall be immediately null and void in the event that:

- The Products are altered, modified, or changed in any manner; or
- The manufacturer's operating system is altered or modified in any manner; or
- Any modification, alteration or change in the Licensed Programs is in any manner caused or occasioned by the Reseller, or the Reseller's End User.

10.5 Neotechnology will use best endeavours to remedy all Software issues as quickly and accurately as possible. The Reseller acknowledges and agrees it is the sole discretion of Neotechnology to determine whether a Software issue warrants remedial measures. All Software issue determinations made by Neotechnology will be final.

10.6 Neotechnology warrants its software products as set out in the software licence agreement are for that product only, no other warranty is granted or implied by this agreement.

11. RELATIONSHIP BETWEEN THE PARTIES

11.1 It is acknowledged that the relationship between Neotechnology and the Reseller is that of vendor and buyer with the Reseller having purchased from Neotechnology a licensed Product and with Neotechnology then issuing the licence to the Product to an End User as nominated by the Reseller. . The parties acknowledge that there is no intention to create the relationship of principal and agent and this agreement does not create any partnership between the parties. The Reseller (its agents and employees) shall under no circumstances hold itself out to be an agent of Neotechnology. The Reseller acknowledges that

11.1.1 The Reseller has no right or authority to enter into any contracts or commitments in the name of or on behalf of Neotechnology nor does it have any right to bind Neotechnology to third parties in any respect whatsoever.

11.1.2 The Reseller will sell the Products in its own name and must not use or register the names as stated in clause 7.4 unless otherwise authorised by Neotechnology in writing. This includes, but is not limited to answering telephone calls or direct marketing to End Users using the names as stated above.

11.1.3 For the avoidance of doubt, advertising in the White Pages, Yellow Pages, on web sites and similar must be listed under the Reseller's name and not under names as stated in clause 7.4.

12. INDEMNIFICATION

12.1 The Reseller indemnifies and holds harmless Neotechnology, its directors and officers against all Claims which Neotechnology or the Reseller may sustain or incur as a result of any breach by the Reseller of the terms or conditions of this agreement. For the purposes of this agreement, the Reseller will be responsible for all acts of its branches, agents and employees.

13. TERM

This agreement shall be effective as of the date first set forth herein and shall remain in effect until terminated as herein provided.

14. TERMINATION

14.1 This agreement may be terminated by either party giving a minimum of two (2) months' notice in writing to the other party.

14.2 In the event that any one or more of the following occur, Neotechnology is, notwithstanding any other term of this agreement, entitled to terminate this agreement by notice in writing to the Reseller, such termination to be effective immediately and without incurring any liability and without prejudice to any right of Neotechnology to recover amounts payable to it prior to such termination or arising from agreements or obligations entered into or which occurred prior to such termination:

14.2.1 The Reseller makes an assignment for the benefit of its creditors;

14.2.2 A receiver or receiver manager, administrator or analogous person is appointed to the Reseller or any part of its business;

14.2.3 Proceedings are initiated with a view to obtaining an order for winding up or any shareholder or director call or threatens to call a meeting for the purpose of considering or passing any resolution for the winding up of the Reseller;

14.2.4 An action is initiated by any person with a view to deregistering the Reseller as a company;

14.2.5 There is an execution or enforcement of a levy against the property of the Reseller;

14.2.6 The Reseller ceases to carry on business or threatens to cease to carry on business;

14.2.7 The Reseller fails to perform or observe any material obligation on its part to be performed or observed pursuant to this agreement; or

14.2.8 There is any change in the majority ownership of the Reseller or the control of the Reseller.

15. EFFECT OF TERMINATION

15.1 In the event of Termination in accordance with Clause 14 hereof the Reseller shall upon notice from Neotechnology forthwith at its own cost return all Neotechnology Confidential Information and sales materials.

15.2 Upon termination of this agreement, both parties must return or (if requested) destroy any documents or materials containing the other party's Confidential Information or an End User's

Confidential Information together with any reproduction of those documents or materials on any medium containing or capable of reproducing those documents and materials.

16. SUPPORT ON TERMINATION

16.1 Where termination of this agreement has occurred as a result of written notification to the Reseller or by breach of or failure to comply with the conditions herein, then the Reseller's access to the Products and online platform shall cease.

16.2 In the case of such termination as specified in section 15.1, access to any Reseller web sites will cease.

17. CONFIDENTIALITY

17.1 Neotechnology and the Reseller undertake to each other that each will not, without the prior written approval of the other party, copy or disclose Confidential Information to any person, company or other entity except officers or employees of each party (and only to the extent that those officers and employees need to know for the purpose of conducting their duties). Both parties will endeavour to ensure that their officers and employees comply with this undertaking.

17.2 The undertakings given by Neotechnology and the Reseller will continue without limit in time but will not apply to information which is in the public domain nor to be information which may be required by law to disclose to any court or stock exchange.

17.3 Each party will, upon the request of the other party, or on termination of this agreement, immediately return all documents and other material supplied to or prepared by the other party or any documents containing or making reference to any Confidential Information of the other party and will not retain any copies or other replications (for example spread sheets and data files) of any such documents or materials.

18. NON-WAIVER

Any failure by Neotechnology to insist upon strict performance of any of the terms or conditions of this Agreement or any delay by Neotechnology in exercising any of its remedies shall not constitute a waiver or variation of such terms and conditions or a waiver of any default or the remedy therefore.

19. FURTHER ASSURANCE

Each party must do and perform all such acts, matters and things as may be necessary or convenient to implement the provisions of this document so as to give effect to the intentions of the parties as expressed in this document.

20. NON-ASSIGNMENT

The Reseller must not assign, transfer or otherwise dispose of any of its rights or obligations under this agreement without the prior written consent of Neotechnology.

21. GOVERNING LAW

This document is governed by the laws in force in the state of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

21.1. During the term of the agreement and for five (5) years after termination, the Reseller shall use its best efforts to prohibit disclosure of any Confidential Information or Industrial Property Rights as to the Licensed Programs or Neotechnology industrial property rights therein.

21.2. This agreement is the complete and exclusive statement of the agreement between Neotechnology and the Reseller which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this agreement. This agreement may be amended or modified only in writing signed by the authorised representative(s) of both parties.

21.3. This agreement shall be binding upon and inure for the benefit of the parties, their respective successors and permitted assigns.

22. NOTICES

Any notice or other communication given or made under this agreement must be in writing, must be signed by the party giving or making the same (or signed on behalf of such party by its officer or duly authorised representative) and must be left at the address, or sent by registered mail to the address, or by facsimile to the facsimile number set out below:

Neotechnology Pty. Ltd.
Level 7, 227 Elizabeth Street
Sydney NSW 2000

The Reseller
Whose details appear in Item 2 of the Schedule

23. FORCE MAJEURE

Either party shall be released from the responsibility of fulfilling any liability or obligation as stipulated in this agreement as well as unfulfilled purchase orders except for payments, even when it fails or delays in its fulfilment thereof, provided that such a failure or delay should be caused by circumstances generally admitted as force majeure, examples of which are as follows:

Any event beyond the reasonable control of either party and affecting its performance including, without limitation, governmental order or regulation, restraint imposed by governmental action, voluntary restraint decided by manufacturer's association, war, war-like situation, threat of war, hostilities, governmental disposal, mobilization, blockade, embargo, custody, revolution, riot, general strike (except for a strike within either party), fire, flood, earthquake, tidal wave, eruption, radioactive contamination, tornado and/or other disasters.

24. SEVERABILITY

In the event that any one or more of the Article of this agreement shall, for any reason, be held devoid, invalid, illegal or unenforceable, such an Article or Articles shall be deemed severable and the remainder shall constitute a workable instrument for the purpose of carrying out the intent of both parties.

24. GST

24.1 In this clause 24:

24.1.1 GST means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended (GST Act) or any replacement or other relevant legislation and regulations;

24.1.2 words or expressions used in this clause which have a particular meaning in the GST law (as defined in the GST Act), any applicable legislative determinations and Australian Taxation Office public rulings, have the same meaning, unless the context otherwise requires;

24.1.3 any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member; and;

24.1.4 any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member.

24.2 Unless GST is expressly included, the consideration to be paid or provided under any other clause of this agreement for any supply made under or in connection with this agreement does not include GST.

24.3 The parties acknowledge their understanding that the supply of the Products by Neotechnology under this agreement is a taxable supply.

24.4 To the extent that any supply made under or in connection with this agreement is a taxable supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time as the GST exclusive consideration is to be paid or provided.

24.5 To the extent that a party is required to reimburse or indemnify another party for a loss, cost or expense incurred by that other party, that loss, cost or expense does not include any amount in respect of GST for which that other party is entitled to claim an input tax credit.

24.6 To the extent that any consideration payable to a party under this agreement is determined by reference to a cost incurred by a party, or to a price, value, sales, revenue or similar amount, the GST exclusive amount of that cost, price, value, sales, revenue or similar amount must be used.

25. SIGNED AS AN AGREEMENT

In witness whereof this agreement has been executed by duly authorised representative(s) of both parties who hereby warrant and represent that they have the full power and authority to do so for and on behalf of that party.

SIGNED on behalf of Neotechnology Pty Ltd

Authorised Representative

Debbie Corcoran | General Manager | Neotechnology Pty Ltd

SIGNED on behalf of the Reseller

Authorised Representative

Print Name / capacity

Item 1 (Date)	
Item 2 (Reseller Details)	<p>Company Name:</p> <p>Address:</p> <p>Email:</p> <p>Mobile:</p> <p>Phone:</p> <p>Contact Person:</p>
Item 3 (Product Restrictions & Territory)	<p>Products: POSable and related software</p> <p>Territory Restrictions: N/A</p>
Item 4 (Payment)	<p>Neotechnology will provide the Reseller with online access to the POSable Reseller Portal with exclusive Reseller pricing – RRP less 35% margin. The Reseller may at its discretion pass on none, all or part of this discount to the End User.</p> <p>Rebates are paid annually on the anniversary of this agreement and are based on the number of customers becoming End Users as laid out in the table below.</p> <p>Note as rebates are calculated for the 12 month period the number of customers will then be zeroed on each anniversary of this agreement.</p> <p>Neotechnology has the right to vary these margins/rebates and will advise the Reseller in advance in writing should it elect to do so.</p>

Single Store (Premium)	Multi Store and Enterprises
Margin 35%	
First 100 customers	First 70 customers
Rebate 10%	
101 to 199 Customers	71 to 150 Customers
Rebate 15%	
200+ Customers	151+ Customers

S.1 SUPPORT

S.1.1 Level 1 and 2 supports for the End User will be managed by the Reseller. Neotechnology will support the Reseller and the Reseller will support the End User. Support and knowledge based articles can also be accessed via the Neotechnology support ticketing system at <http://support.neotechnology.com.au/support/home>