

GoMerchant, LLC Reseller Agreement

This Agreement is made by and between GoMerchant, LLC, a Delaware Limited Liability Company doing business as goMerchant.com ("GoMerchant, LLC"), and the person or entity ("You") who registers to become a reseller under the goMerchant.com Reseller Program described below.

1. Reseller Program. Subject to the terms and conditions contained in this Agreement, upon your acceptance by GOEMERCHANT, LLC into the Reseller Program, GOEMERCHANT, LLC shall authorize you to market and promote the goMerchant.com e-commerce products including but not limited to: The Total Package Ecommerce Solution (the "Total Package") and The Ecommerce Payment Gateway ("EZ-Payment Gateway") to potential customers ("Merchants") as outlined in the current commission structure.

2. Reseller Site. For the purpose of enhancing your ability to participate in the Reseller Program, GOEMERCHANT, LLC may, at its sole discretion, establish and host an Internet website (the "Reseller Site") on your behalf free of charge. The Reseller Site will provide for the processing of Merchant registration and such other functions, and will have such appearance and contain such content, as GOEMERCHANT, LLC may determine from time to time in its sole discretion. The Reseller Site may be suspended or discontinued at any time by GOEMERCHANT, LLC in its sole discretion. You hereby grant to GOEMERCHANT, LLC during the term of this Agreement a limited license to incorporate into the Reseller Site such trade and service marks and other information that you may provide to GOEMERCHANT, LLC for such purpose. GOEMERCHANT, LLC disclaims all warranties express and implied with regard to the Reseller Site and any hosting or other action taken by GOEMERCHANT, LLC in connection with the Reseller Site, including without limitation, any implied warranties of merchantability or fitness for a particular purpose.

3. Reseller/Referral Commissions.

3.1 Each Merchant desiring to purchase the Total Package or the EZ-Payment Gateway via your Reseller Site will be prompted to enter into such agreements and to take such additional registration actions as GOEMERCHANT, LLC may require, and, upon GOEMERCHANT, LLC's approval of such registration, such Merchant shall be deemed an "Approved Merchant Account." GOEMERCHANT, LLC shall pay to you, in accordance with its standard practices, a "Reseller Commission" outlined on "Schedule A" of this Agreement and is payable as follows:

Following the approval of each new Approved Merchant Account, subject to such Merchant remaining active through and including the (25th) twenty-fifth day of the 2nd month following that month in which the Merchant application was approved; provided that the Approved Merchant Account continues at such time to incur monthly billings by GOEMERCHANT, LLC and is not delinquent on such billings. You acknowledge and agree that GOEMERCHANT, LLC shall be entitled to offset against future payments due to you (and retain for its own account) an amount equal to the Reseller Commission in respect of any Approved Merchant Account which does not remain active for at least two consecutive monthly billing cycles. You will not receive a Reseller Commission for a Total Package or EZ-Payment Gateway acquired via your Reseller Site if: (i) you are the Merchant purchasing the Total Package or EZ-Payment Gateway; or (ii) the Total Package or EZ-Payment Gateway is provided to the Merchant free of charge.

3.2 Resellers desiring to receive commission payments via electronic transfer must complete the ACH Authorization Release located on Schedule B of this Agreement. You must also notify GOEMERCHANT, LLC of any banking information changes within (10) business days of commission deposit. Commissions will be automatically deposited into the provided account on or about the 25th day of the month or on or about the closest banking business day following the 25th.

4. No License; Proprietary Rights. Nothing in this Agreement shall be construed to grant to you any license or any other proprietary or contractual right or interest in or to the Reseller Site or to any proprietary information contained on the Reseller Site. GOEMERCHANT, LLC shall retain all right, title and interest (including copyright and other proprietary and intellectual property rights) in the Reseller Site, including all legally protectable elements and derivative works thereto. To the extent that ownership of such property does not automatically vest in GOEMERCHANT, LLC by virtue of this Agreement or otherwise, you hereby agree to assign to GOEMERCHANT, LLC all rights, title and interest in and to such property. Notwithstanding the foregoing, you shall continue to own all right, title and interest in and to any trade- or service marks or other information provided by you to GOEMERCHANT, LLC for incorporation into the Reseller Site.

5. Your Representations. You hereby represent and warrant to GOEMERCHANT, LLC that (i) if an individual, you are at least 18 years of age; (ii) if a business entity, the entity is duly organized, validly existing and in good standing under the laws of the state of its formation; (iii) you have full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (iv) this Agreement constitutes your legal, valid and binding obligations; and (v) all information that you have provided, and may from time to time provide, to GOEMERCHANT, LLC is, and, unless you deliver written notice to GOEMERCHANT, LLC to the contrary, shall continue to be, true and complete.

6. Your Covenants. You hereby agree that you shall at no time, without the prior express written consent of GOEMERCHANT, LLC, (i) make to any person any representation or warranty regarding GOEMERCHANT, LLC or any product or service offered by GOEMERCHANT, LLC (other than as contained in the Reseller Site); (ii) use any trade- or service mark of GOEMERCHANT, LLC (other than as contained in the Reseller Site); (iii) solicit (or attempt to solicit) business patronage from or call on any Merchant in a way that is competitive to GOEMERCHANT, LLC; or (iv) interfere (or attempt to interfere) with any relationship between GOEMERCHANT, LLC and any Merchant.

7. Indemnification. You hereby agree to defend, indemnify and hold GOEMERCHANT, LLC harmless from and against any suit or proceeding brought against GOEMERCHANT, LLC that arises from any breach by you of your obligations, representations or covenants contained in this Agreement. GOEMERCHANT, LLC will defend, indemnify and hold you harmless from and against any suit or proceeding brought against you that arises from any breach by GOEMERCHANT, LLC of GOEMERCHANT, LLC's obligations, representations or covenants contained in this Agreement.

8. Limitation of Liability. Under no circumstances shall GOEMERCHANT, LLC be liable to you for any damages, including without limitation, any damages for lost profits or business, loss of goodwill, interruption of business, or for any exemplary, punitive, special, indirect, incidental, consequential, special or punitive damages, regardless of whether such claim arises under any theory of tort, contract, strict liability or otherwise and regardless of whether GOEMERCHANT, LLC is advised of the possibility of any such damages.

9. Termination. Either you or GOEMERCHANT, LLC may terminate this Agreement at any time and without liability upon delivery of notice thereof (via electronic mail or other means) to the other party. Upon termination of this Agreement, GOEMERCHANT, LLC shall pay to you all accrued but unpaid Reseller Commissions and the provisions of Sections 4 through 8 shall survive such termination.

10. Miscellaneous.

10.1 Independent Contractors. You and GOEMERCHANT, LLC and their respective employees and agents are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

10.2 No Assignment. You may not assign (by operation of law or otherwise) either this Agreement or any of its rights, interests, or obligations hereunder without the written consent of GOEMERCHANT, LLC.

10.3 Governing Law; Arbitration. This Agreement shall be governed by and construed under the laws of the State of New Jersey. Any dispute between the parties arising under this Agreement shall be determined by binding arbitration in accordance with the rules of the American Arbitration Association in Cherry Hill, New Jersey.

10.4 Enforceability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

10.5 Entire Agreement. This Agreement constitutes the entire agreement between you and GOEMERCHANT, LLC.

Printed Name of Reseller

Reseller ID Number

Social Security Number

Signature

Date

Schedule A

**GoMerchant, LLC Reseller Program
Commission Structure
05.01.2009**

Products - Month to Month	***Minimum Subscription Price	***Minimum Setup Fee	Commissions Per Monthly Live Accounts					
			1 to 3 Accounts	4 to 6 Accounts	7 to 10 Accounts	11 to 15 Accounts	16 to 20 Accounts	20+ Accounts
Merchant Account Only**	N/A	N/A	\$50.00	\$75.00	\$100.00	\$125.00	\$150.00	\$175.00
EZ-Payment Gateway/MOTO w/MA **	\$14.95	\$49.00	\$75.00	\$100.00	\$125.00	\$150.00	\$175.00	\$200.00
EZ-Payment Gateway w/1YR Prepay	\$168.00	N/A	\$75.00	\$100.00	\$125.00	\$150.00	\$175.00	\$200.00
EZ-Payment Gateway COB*	\$14.95	\$49.00	\$25.00	\$50.00	\$75.00	\$100.00	\$125.00	\$150.00
Total Package w/MA**	\$49.95	\$49.00	\$100.00	\$125.00	\$175.00	\$225.00	\$275.00	\$350.00
Total Package w/1YR Prepay	\$500.00	N/A	\$100.00	\$125.00	\$175.00	\$225.00	\$275.00	\$350.00
Total Package COB*	\$49.95	\$49.00	\$32.50	\$75.00	\$100.00	\$125.00	\$150.00	\$200.00
Retail	N/A	N/A	\$25.00	\$40.00	\$55.00	\$70.00	\$85.00	\$100.00
Wireless	N/A	\$30.00	\$25.00	\$40.00	\$55.00	\$70.00	\$85.00	\$100.00

*COB = Customer's Own Bank.

**w/MA = With Merchant Account through GoMerchant, LLC.

***Minimum Subscription Price/Setup Fee may change without notice.

Your commissions will be based on the type of account and the number of merchant activations each month. The more accounts you refer in a single month, the higher your commission for each account.

Schedule B
GOEMERCHANT LLC
RESELLER PROGRAM ACH AUTHORIZATION RELEASE

<input type="checkbox"/> ADD	<input type="checkbox"/> DELETE	<input type="checkbox"/> CHANGE
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 Name

 Physical Address

 City State Zip

The undersigned authorizes GoMerchant, LLC to initiate credit or debit entries to my account. This authority is to remain in full force and effect until GoMerchant, LLC has received written notification from me of its termination in such time and in such manner as to afford GoMerchant, LLC a reasonable opportunity to act on it. The credits and debits pursuant to this agreement will be effected through the Federal Reserve automated clearing house system.

ACCOUNT INFORMATION

*****This form MUST be accompanied by a Printed Voided Check or Bank Letter*****

 Financial Institution Name

 Street Address

 City State Zip

() ()

 Phone Fax

 Name as it Appears on Account

/

 Routing and Transit Number (9 digits) Account Number

Account Type: Checking Account Savings Account

CHANGE ORDERS ONLY	
Old Routing and Transit Number (9 digits):	Old Account Number:
Has the account owner changed? Yes _____ No: _____	

Undersigned represents and warrants to GoMerchant, LLC that the person executing this Release is an authorized signatory on the Account referenced above and all information regarding the Account and the Account Holder is true and correct.

 Account Owner Signature / / Date

 Print Name and Title