

SHOPDATECH - RESELLER SERVICES AGREEMENT

This Reseller Services Agreement (“**Reseller Agreement**”) is made as of the date set forth on the Registration Page (the “**Effective Date**”) by and between ShopDaTech, Inc., a Tennessee corporation, with its principal place of business in Memphis, TN 38115 (the “**Company**”) and Reseller whose name and address is set forth on the Registration Page (the “**Reseller**”).

PRELIMINARY STATEMENTS

ShopDaTech, together with its parent and affiliated entities (collectively, “_____”) is in the business of ongoing development, marketing, selling and providing:

- A. the sales of computer and electronic hardware and software,
- B. the sales of online web hosting, domain, etc.
- C. and the sales of clients for resellership

B. Reseller is in the business of promoting, marketing and selling and desires to be licensed by ShopDaTech to promote and sell ShopDaTech Services in accordance with the terms and conditions of this Reseller Agreement (the “**Services**”).

PAYMENT TO RESELLER

Payment profit margin will be set to _____ % of total sales net. Any profit margin over 4.9% will need to sign by Owner/CEO of ShopDaTech, Inc. below. Unless otherwise agreed by Reseller and ShopDaTech, the provisions of Section 6 shall be utilized to determine the Revenue Share owed to Reseller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1

DEFINITIONS.

1 Definitions All initialized capitalized words used herein, unless the context requires otherwise, shall have the following meanings:

1.1 “Customer” or “User” mean any individual person or entity or combination of individuals who has (or have) paid a subscription fee to ShopDaTech for use of one or more ShopDaTech Services in accordance with the *Privacy and Terms Agreement* found on ShopDaTech’s website, http://www.ShopDaTech.com/cdt_policy.html.

1.2 “Contact” means any potential Customer of ShopDaTech Services sourced by the Reseller.

1.3 “Service Agreement” means as a contract, agreement or other act by which a Customer agrees to pay the required yearly computer package plan and one-time computer fix fee for services of a ShopDaTech Service.

1.4 “Revenue Share” means the percentage based on ShopDaTech's Commission Chart of the Price unconditionally paid to and received by ShopDaTech from a Customer sourced by Reseller in accordance with a Service Agreement.

1.5 “Terms” shall mean the terms, conditions, manuals, and procedures which identify the rights of the Parties which are a material and integral part of this Reseller Agreement.

1.6 “Price” means the amount of money paid by a Customer sourced by Reseller and paid to ShopDaTech to effectuate a Service Agreement. Reseller share shall be calculated based solely on payments associated with the unique Reseller Code each Reseller is provided by ShopDaTech. The Price shall be determined based upon ShopDaTech’s then current Price list as set forth on ShopDaTech’s Web Site and does not include VAT/Sales tax, if applicable.

1.7 “Reseller Kit” means Reseller has the option to purchase a reseller kit which will include ShopDaTech Door Hangers, ShopDaTech Services Agreements, and ShopDaTech cold call list of potential customers.

Section 2

RESELLER SERVICES.

2.1 Best Efforts. Reseller shall use its good faith best efforts to solicit, promote and sell ShopDaTech Services via ShopDaTech’s and Reseller’s online website and in face-to-face or web-based presentations to potential Customer(s).

2.2 Business Opportunities. As a part of the Services, Reseller shall promptly advise and make available to ShopDaTech any and all business prospects, Contacts or business opportunities which Reseller may discover or develop.

2.3 Grant by Reseller to ShopDaTech. Reseller hereby grants to ShopDaTech a royalty-free, non-exclusive, non-transferable license to utilize Reseller’s name, logo and other similar materials on ShopDaTech’s website as ShopDaTech deems appropriate.

2.4 Professional Standards. At all times, Reseller shall conduct its business in a manner that reflects favorably on ShopDaTech and ShopDaTech’s good name, goodwill and reputation. Reseller shall ensure that its employees and agents maintain the highest standard of integrity and professionalism in marketing ShopDaTech Services.

Section 3

RESELLER COVENANTS.

3.1 Compliance With Laws. Reseller shall provide the Services in compliance with all applicable federal, state and local laws, regulations, and ordinances.

3.2 Relationship With Customers. Reseller, including Reseller’s employees, representative and agents, shall not (i) engage in deceptive, misleading or unethical practices that are or might be detrimental to ShopDaTech or any ShopDaTech Services, (ii) make false or misleading representations with regard to ShopDaTech or any ShopDaTech Services, (iii) publish or employ, or cooperate in the publication or employment of any misleading or deceptive advertising material with regard to ShopDaTech or any ShopDaTech Services, and (iv) make any representation, warranty or guarantee to Customers, potential Customers or individuals or entities within the industry with respect to the specifications, features or capabilities of ShopDaTech or any ShopDaTech Services that are inconsistent with the representations made by ShopDaTech.

3.3 Price to be Paid to ShopDaTech. Reseller is not authorized to collect any Price, fees, payments, reimbursements, refunds, or any monetary amount owed to or paid by or to ShopDaTech or any

Customer in any form and shall ensure that its employees, representatives and agents comply with all Reseller covenants set forth herein.

3.4 Notification of Events. Reseller shall promptly notify ShopDaTech of any important circumstances or events that may affect Reseller's marketing efforts and which may bear upon the potential negotiation and execution of a Service Agreement.

3.5 Process Orders. Reseller shall process orders from Contacts in accordance with the provisions of Section 5.

3.6 Reseller Books and Records. Reseller shall maintain all records and data relative to its provision of the Services for the Term of this Reseller Agreement and for a period of three years thereafter.

3.7 Return of ShopDaTech Documentation. Within thirty (30) days following the expiration or termination of this Reseller Agreement for any reason, Reseller shall promptly return to ShopDaTech all ShopDaTech assets, ShopDaTech Services information and all other ShopDaTech proprietary information, which at all times shall remain the sole property of ShopDaTech.

3.8 Inspection and Audit. ShopDaTech shall have the right, from time to time, to physically inspect and audit the Services being performed by Reseller and to inspection all books, records and other data or information, including electronic data, relevant to provision of Services or to Reseller's compliance with the terms of this Reseller Agreement; provided, however, that any such inspections will be conducted upon reasonable prior notice to Reseller.

Section 4

GRANT OF LICENSE - RESELLER OBLIGATIONS.

4.1 License. ShopDaTech hereby grants to Reseller a non-exclusive, non-transferable and terminable license to (i) distribute and market ShopDaTech Services to Contacts and Customers, and (ii) maintain, support, use for demonstration purposes and display ShopDaTech Services. Reseller shall have no right to change, modify, adapt, or improve any ShopDaTech marketing materials or ShopDaTech Services without the prior written consent of ShopDaTech. Reseller is prohibited from duplicating, distributing or any portion thereof, for any purpose other than its performance of the Services without the prior written consent of ShopDaTech.

4.2 Grant of Trademark License. ShopDaTech hereby grants to Reseller a non-exclusive, non-transferable, terminable, royalty-free right and license (the "Trademark License") to use the name ShopDaTech and all intangible propriety assets of ShopDaTech, including trademarks, trade names, logos, and color schemes (collectively, the "**ShopDaTech Marks**") solely during the Term of this Reseller Agreement in connection with Reseller's rights and obligations with respect to the promotion and sale of ShopDaTech Services. Reseller shall not use the ShopDaTech Marks for any purpose not specifically granted under this Reseller Agreement.

4.3 Ownership of ShopDaTech Marks. Reseller acknowledges that ShopDaTech is the owner of the ShopDaTech Marks and Reseller agrees that during the Term of this Reseller Agreement:

(a) All use of the ShopDaTech Marks by Reseller shall inure to the benefit of ShopDaTech.

(b) Reseller shall not contest the ownership of the ShopDaTech Marks by ShopDaTech or the validity of any rights claimed by ShopDaTech in the ShopDaTech Marks or registrations thereof.

(c) Reseller shall not do or cause to be done anything that might impair ShopDaTech's ownership or rights in the ShopDaTech Marks.

(d) Nothing in this Reseller Agreements shall give Reseller any right, title or interest in the ShopDaTech Marks other than the right to use the ShopDaTech Marks in accordance with this Reseller Agreement.

(e) Reseller will not enter into a sublicense agreement of the ShopDaTech Marks or permit or authorize any other person or entity to use the ShopDaTech Marks, without the prior written consent of ShopDaTech, which consent may be withheld by ShopDaTech, in ShopDaTech's sole discretion.

4.4 Form of Use of ShopDaTech Marks. Reseller is authorized to use the ShopDaTech Marks in marketing materials related to the ShopDaTech Services, including the use of the ShopDaTech Marks in publicity, web site advertising, signs, Services brochures, and other forms of advertising, subject to the terms and conditions of this Reseller Agreement. Reseller agrees to use the ShopDaTech Marks only in the form and manner provided herein and shall include appropriate symbols in conjunction with all uses of the ShopDaTech Marks, and, if instructed by ShopDaTech, Reseller shall indicate on any reference to ShopDaTech Services that ShopDaTech is the owner of the ShopDaTech Marks. ShopDaTech has the right to approve all advertising and other promotional materials on which any ShopDaTech Mark appear, and Reseller specifically undertakes, prior to use of the ShopDaTech Marks in connection therewith, to amend to the reasonable satisfaction of ShopDaTech any materials which are not approved by ShopDaTech.

4.5 Property Rights and Ownership. ShopDaTech reserves all rights not expressly granted to Reseller under this Reseller Agreement. All software, information and materials related to ShopDaTech and ShopDaTech Services are owned by ShopDaTech or its suppliers or licensors and are protected by United States copyright laws and international treaty provisions.

4.6 Proprietary Notices. ShopDaTech Services and related information and marketing materials, may contain copyright, trademark or other proprietary rights notices that are required by law or contract. Reseller agrees not to remove, cover or obliterate any such notice. Reseller shall upon request of ShopDaTech, certify Reseller's compliance such propriety notices.

4.6 Tax Type. Reseller tax type will be a 1099 tax form instead of a W2 tax form. Meaning Reseller will take care of all of their tax to be paid base on ShopDaTech commission they earn.

Section 5

PRICING AND ORDER PROCESSING.

5.1 Customer Pricing. ShopDaTech Products and Services may only be marketed by a Reseller using a Reseller Kit in accordance with the terms and conditions set forth on the ShopDaTech Web Page. Reseller is responsible for verifying the current Price of all ShopDaTech Services as set forth on the ShopDaTech Web Page before quoting any potential Price to a Contact.

5.2 Contacts and Ordering Processing. Purchases of ShopDaTech Services will be made solely through online web based domain store maintained by ShopDaTech, with Reseller ID captured for sales recognition and tracking. ShopDaTech's web store will be visible on Reseller's online web site through API or Iframe, enhancing the Customer's purchase experience. Customers will not be authorized to use any ShopDaTech Services until after full payment is received by ShopDaTech.

5.3 Procedural Changes. Reseller acknowledges that the procedures for the reporting of Contacts and the transmittal and approval of potential Service Agreements, as well as the content of the Service Agreements, are subject to change at the sole discretion of ShopDaTech.

Section 6

RESELLER PAYMENT.

6.1 Calculation of Revenue Share to Reseller. ShopDaTech shall pay the Revenue Share to Reseller upon receipt of unconditional payment of the Price from a Customer sourced by Reseller during the Term of this Reseller Agreement.

6.2 Reseller Sourced Large Customer. When Reseller sources a Contact which could result in a Service Agreement with a Price of FIVE Thousand Dollars (\$5,000) or more, Reseller shall immediately inform ShopDaTech of the name and address of the **Customer**. ShopDaTech reserves the right to negotiate all Customer Service Agreements on a case-by-case basis. Unless otherwise agreed by Reseller and ShopDaTech, the provisions of Section 6.1 shall be utilized to determine the Revenue Share owed to Reseller. Reseller acknowledges and agrees that the Price determined for any Service Agreement shall be at the sole discretion of ShopDaTech.

6.3 Price Adjustment by Reseller. Reseller may propose to ShopDaTech a reduction in Price for a particular Service Agreement based solely on Reseller's agreement to reduce the percentage of its Revenue Share. Prior written authorization by ShopDaTech is required prior to the Reseller's communication of such Price reduction to any Contact or Customer.

6.4 Timing of Payment of Revenue Share. Revenue Share earned by Reseller shall be calculated by ShopDaTech on a monthly calendar basis and paid to Reseller within thirty (30) days of the end of the calendar month for the previous calendar month between the 15th thru 20th calendar day, subject to reduction for refunds, cancellations and adjustments in Price whether or not arising during the calendar month for which the Revenue Share is being calculated. Following the expiration or termination of this Reseller Agreement, Reseller shall be entitled to payment of any earned, but previously unpaid, Revenue Share from Service Agreements executed prior to the termination of this Reseller Agreement. Reseller shall not be entitled to any Revenue Share based upon any Service Agreements executed after the termination date of this Reseller Agreement.

6.5 Revenue Share Disputes. In the event of a dispute between the parties regarding entitlement to or payment of Revenue Share, upon the written request of Reseller, ShopDaTech agrees to make available to Reseller those records and accounting regarding its calculation of Revenue Share. Reseller shall bear the costs of such an audit should ShopDaTech's determination of the Revenue Share be shown to have been accurate.

Section 7

INDEPENDENT CONTRACTOR.

7.1 Independent Contractor. Nothing contained in this Reseller Agreement shall be construed to place Reseller and ShopDaTech in a relationship as partners, joint ventures, joint employers, employer and employee or principal and agent, nor shall Reseller be considered in any sense to be an affiliate or subsidiary of ShopDaTech. Reseller shall not have any authority to create or assume in ShopDaTech's name or on its behalf any obligation, express or implied, or to act or purport to act as its agent or legally empowered representative for any purpose whatsoever. Neither party shall be liable to any third party in any way for any engagement, obligation, commitment, contract, representation or transaction or for any negligent act or omission to act on the other party except as expressly provided for herein.

Section 8

INDEMNIFICATION.

8.1 Indemnification. Reseller hereby agrees to indemnify and hold harmless ShopDaTech and its shareholders, parent(s) and affiliated companies, and each of their respective officers, directors,

employees and representatives, from any damage, liability, claim, cost, loss or expense (including court costs, litigation expenses and attorney fees) (collectively, without limitation, a “**Claim**”) which arises out of or relates in any manner to any act(s) or omission(s) of Reseller or any Reseller employee, representative or agent that are (i) performed or omitted to be performed at the direction and control of Reseller, (ii) performed or omitted to be performed pursuant to the direction or with the actual or implied consent of Reseller or its representatives, employees or agents, and (iii) caused by Reseller’s breach of this Reseller Agreement (including the Trademark License), or caused by Reseller’s violation of any federal, state or local law, regulation or ordinance. Reseller shall have the sole authority to conduct the defense of or settle any Claim with the understanding, however, that ShopDaTech shall have the right to approve counsel selected by Reseller for such defense, which approval shall not be unreasonably withheld and, further, ShopDaTech may retain its own counsel at its expense and participate in the defense of any such Claim.

Section 9

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

9.1 Reseller’s Performance Information. ShopDaTech and Reseller acknowledge and agree that this Agreement, as well as information with respect to Reseller’s performance of the Services, are confidential and therefore neither party shall publish or disclose such confidential information (irrespective of the fact of whether or not it is a trade secret) to a third party, without the other party’s prior written consent.

9.2 Confidential Information. In the course of providing the Services, the parties recognize that Reseller may have access to information which ShopDaTech or its subsidiaries or affiliates consider confidential and which is not generally known or made available to the general public, including, without limitation, sales and marketing data, plans, performance and strategies, business plans and proprietary business information projects, trade secrets, processes, methods, techniques, Services, research, computer programs, software, financial data, employee information, customer and prospective customer information and employees, user and business information (collectively, “**Confidential Information**”). Reseller agrees that during the Term of this Reseller Agreement and forever thereafter, it is under a continuing obligation to protect and not disclose, in any unauthorized manner, such Confidential Information, and Reseller acknowledges that the unauthorized disclosure of Confidential Information will harm, be prejudicial to and have an adverse effect on ShopDaTech. Reseller agrees to not, directly or indirectly, use or disclose for Reseller’s own benefit or the benefit of another any of the Confidential Information with the exception of such use required by the provision of Services pursuant to this Reseller Agreement. Reseller shall use its best efforts, and no less than those efforts it undertakes to maintain its own confidential information as confidential, and exercise due diligence to protect, not to disclose and keep as confidential all Confidential Information.

9.3 Intellectual Property. Reseller acknowledges and agrees that all intellectual property rights, including, but not limited to, software, graphical and text copyrights in connection with ShopDaTech and ShopDaTech are owned by and vested in ShopDaTech in their entirety.

Section 10

NON-COMPETITION AND NON-SOLICITATION.

10.1 Non-Competition and Non-Solicitation. In consideration for the execution of this Reseller Agreement by ShopDaTech, Reseller agrees that for the Term of this Reseller Agreement and for the period of one year after its expiration or termination for any reason, Reseller shall not, on its own behalf or on behalf of or in connection with any person or entity, directly or indirectly, in any capacity whatsoever, including as an employer, employee, principal, agent, joint venture, partner, shareholder or other equity holder, independent contractor, licensor, licensee, franchisor or franchisee, distributor, reseller, supplier, trustee or by and through any corporation, company, cooperative, partnership, trust, or other entity (i)

carry on, be engaged in, have any financial or other interest in any operation providing the same or similar services as ShopDaTech, and/or (ii) carry on, be engaged in, solicit, attempt to solicit or accept business from any Customer or Contact for the provision of the same or similar services as then being provided by ShopDaTech.

Section 11

TERM & TERMINATION.

11.1 Term. The initial term of this Reseller Agreement shall be twelve (12) months from the date first written above and shall automatically be extended in sixty (60) day terms thereafter unless terminated by written notice by either party to the other (the “**Term**”).

11.2 Termination At Will. Either party may terminate this Reseller Agreement upon sixty (30) days’ prior written notice to the other party or upon some lesser notice period upon mutual agreement of the parties.

11.3 Termination for Cause. This Reseller Agreement may be terminated by either party in the event that: (i) the other party materially defaults under, or materially breaches, any of the terms and conditions of this Reseller Agreement, which default or breach is not cured within thirty (30) days after the defaulting party has received written notice of default from the non-defaulting party, or (ii) the other party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless dismissed within sixty (60) days from the commencement thereof), or becomes insolvent, becomes subject to direct control by a transferee, receiver or similar authority, or makes an assignment for the benefit of creditors.

11.4 Effects of Termination; Survival. Upon the expiration or termination of this Reseller Agreement, Reseller agrees to cooperate with ShopDaTech in the proper transmission and transfer of unfinished business and pending matters. The rights and obligations of either party which extend beyond the expiration or termination of this Reseller Agreement shall continue in full force and effect notwithstanding the expiration or termination of this Reseller Agreement.

Section 12

MISCELLANEOUS.

12.1 No Contrary Agreements. Each party represents and warrants to the other that it is not under any contractual obligations to any third party which will interfere with its performance under this Reseller Agreement or result in a breach or default of any agreement by which such party is bound. Reseller further represents and warrants that Reseller will not use any proprietary, confidential, trade secret or copyrighted information owned or controlled by any third party in the performance of its obligations hereunder.

12.2 Non-exclusivity of Representation. Reseller acknowledges that ShopDaTech may establish this or similar agreements with other persons or organizations.

12.3 Force Majeure. Except with respect to payment obligations, neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure to perform is the result of earthquakes, floods, wars (declared or undeclared), water, the elements, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, acts or omissions of carriers or suppliers or other causes beyond its reasonable control.

12.4 Entire Agreement. This Reseller Agreement (including the Trademark License) constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with

respect to the subject matter hereof. This Reseller Agreement is not intended to confer obligations upon any persons other than the contracting parties and the persons associated with them.

12.5 Information. Subject to applicable law, each party agrees to provide to the other party all information regarding itself and transactions under this Reseller Agreement that the other party reasonably believes is required to comply with all applicable laws, ordinances, regulations and codes.

12.6 Notices. All notices, requests, demands and other communications required or permitted to be made hereunder shall be in writing and shall be deemed duly given if hand delivered against a signed receipt therefore, sent by registered or certified mail, return receipt requested, first class postage prepaid, or sent by nationally recognized overnight delivery service, in each case addressed to the party entitled to receive the same at the address specified below:

Felicia Henry
Office Manager
ShopDaTech, Inc.
6000 Poplar Ave., Suite 250
Memphis, TN 38119
Telephone: (888) 859-5453
E-Mail: info@shopdatech.com

or to such other address as may be specified by notice to the other party with delivery confirmed by the other contracting party. During the ordinary course of business, Reseller and ShopDaTech may utilize electronic mail to communicate and transmit order information to one another. However, all notices required of this Reseller Agreement or which may impact the legal obligations of a party shall be sent pursuant to the terms of this provision but may also be sent by electronic mail in the interest of time.

12.7 Governing Law - Jurisdiction and Venue. This Reseller Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the internal laws of The Commonwealth of Tennessee, without regard to the contract of law principles and the parties further agree that any action or proceeding arising out of or in connection with this Reseller Agreement shall be vended in a federal or state court of appropriate venue and subject matter jurisdiction located in The Commonwealth of Tennessee, Shelby County, and consent to the personal jurisdiction of each said courts. Each party hereby knowingly, voluntarily, and intentionally waives the right which either party may have to a trial by jury with respect to any litigation between the parties hereto, including, but not limited to, with respect to any and all cause or causes of action, defenses, counterclaims, cross-claims, third party claims, and intervenor's claims, whether now existing or hereafter arising, and whether sounding in contract, tort, equity or otherwise, regardless of the cause or causes of action, defenses or counterclaims alleged or the relief sought by any party, and regardless of whether such causes of action, defenses or counterclaims are based on, or arise out of, under or in connection with this Reseller Agreement or its subject matter, out of any alleged conduct or course of conduct, dealing or course of dealing, statements (whether verbal or written), or otherwise. Any party hereto may file a copy of this Agreement with any court as conclusive evidence of the consent of the parties hereto to the waiver of any right they may have to trial by jury.

12.8 Severability. In the event that any provision of this Reseller Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Reseller Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Reseller Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

12.9 Third Party Beneficiaries. The provisions of this Reseller Agreement are for the exclusive benefit of ShopDaTech and Reseller and no other party shall have any right or claim against ShopDaTech or Reseller, or either of them, by reason of this Reseller Agreement or be entitled to enforce any of the provisions of this Reseller Agreement against ShopDaTech and Reseller, or either of them.

12.10 Amendment and Modification. This Reseller Agreement may be amended or supplemented only by written agreement signed by the contracting parties.

12.11 Counterparts. It is the intention of the parties that this Reseller Agreement may be executed in any number of counterparts (including by facsimile or e-mail transmission of an Adobe portable file format document (also known as a PDF file)), and by the different parties on the same or separate counterparts, each of which shall be deemed to be an original instrument but all of which together shall constitute one and the same agreement.

12.12 Authority. Each party warrants and represents that it has the full right, power, and authority to enter into this Reseller Agreement, and that this Reseller Agreement is a legal, valid and binding obligation upon such party and enforceable in accordance with its terms.

12.13 Binding Effect - Assignment - Captions. This Reseller Agreement shall inure to the benefit of and be binding upon both parties hereto and their respective legal representatives and successors. Except as otherwise expressly provided in this Reseller Agreement, neither party shall assign this Reseller Agreement or any rights or obligations hereunder, without the prior written consent of the other party. Section headings of this Reseller Agreement are for convenience of reference only and shall not be considered a part of this Reseller Agreement.

12.14 Cumulative Rights and Remedies. All rights and remedies herein conferred upon or reserved to the parties in this Reseller Agreement shall be cumulative and concurrent and shall be in addition to all other rights and remedies available to such parties at law or in equity or otherwise. Such rights and remedies are not intended to be exclusive of any other rights or remedies and the exercise by any party of any right or remedy herein provided shall be without prejudice to the exercise of any other right or remedy by such party provided herein or available at law or in equity.

Once potential reseller has signed below, email to info@shopdatech.com for approval.

Reseller

Company: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

**Approved by:
SHOPDATECH**

Signed: _____

Print Name: _____

Title: _____

Date: _____