

AdeoERP RESELLER AGREEMENT

This Reseller Agreement (the "Agreement") is entered into by and between Neoinfo Ltd ("Neoinfo") and _____ ("Reseller") on _____ (the "Effective Date"). Neoinfo may amend the terms and conditions of this Agreement at any time upon notice to Reseller.

1. License Grant

1.1. Subject to the terms and conditions of this Agreement, Neoinfo grants Reseller a non-transferable, non-assignable license, without right to sublicense, market, promote and resell AdeoERP as a software product developed by Neoinfo, and use AdeoERP trademark, service mark and logo solely for its performance under this Agreement. Reseller will place its orders for AdeoERP directly with Neoinfo. Reseller shall not make any representation or warranty regarding AdeoERP to any third party other than that authorized in writing by Neoinfo. All intellectual property rights, other than those expressly granted under this Agreement, that relate to AdeoERP shall remain with Neoinfo.

1.2. Reseller may advertise in publications of general circulation that it is an authorized reseller of AdeoERP, subject to Neoinfo's prior written approval for each such publication.

1.3. Reseller's rights to resell AdeoERP shall not be exclusive unless otherwise agreed in writing.

2. Prices

2.1. All prices for AdeoERP provided by Neoinfo to Reseller are in US dollars. Neoinfo has the right to revise the prices for AdeoERP to Reseller upon thirty (30) days written notice. Such revisions shall apply to orders received by Neoinfo on or after the effective date of the revision.

2.2. Reseller may set the prices for AdeoERP for resale.

2.3. Reseller shall be responsible for paying all taxes of any nature which become due with regard to products it purchases and/or resells, except for taxes on Neoinfo's income, irrespective of which party may be responsible for reporting or collecting such taxes.

2.4. Reseller shall receive a Twenty (20) percent discount off published prices of AdeoERP (after purchase of the initial copy at full list price).

2.5. Yearly sales exceeding 10 licenses of AdeoERP will entitle the Reseller to a Thirty (30) percent discount off published prices of AdeoERP for the following year.

3. Payment and Terms

3.1. Payments are due upon presentation of AdeoERP serial number. If due to bank charges, transfer fees, or the like, Neoinfo should receive less than its invoice amount, Neoinfo will re-invoice Reseller for the shortfall. Should payment in full of any invoice (aside from such shortfalls) not be received by Neoinfo within thirty (30) days after presentation, Neoinfo will impose a debt service charge amounting to one percent (1%) of the overdue balance for each month or fraction thereof the overdue amount remains unpaid. In the event that any amount remains unpaid thirty (30) days after presentation of invoice, Neoinfo may discontinue, withhold, or suspend supply of AdeoERP to Reseller.

3.2. Failure of Reseller's clients to pay in no way relieves the Partner's obligations to make full payment.

3.3. Reseller agrees to provide Neoinfo the names, addresses and phone numbers of its clients for AdeoERP as well all feedbacks from its clients regarding AdeoERP.

3.4. Reseller hereby agrees to pay any and all attorney fees, court costs, and related expenses incurred by Neoinfo in the collection of any amount due it.

4. Duties of Reseller

4.1. Neoinfo Promotion: Reseller agrees to promote AdeoERP on its own. Reseller also agrees to add a link to AdeoERP Website, www.adeo.in, on its home page.

4.2. Technical Support: Reseller will support end users by providing technical support in the means of email and phone if needed.

4.3. General: In carrying out this Agreement, Reseller will conduct itself in an ethical, professional and lawful manner, will exercise its best efforts to achieve a high level of

customer satisfaction, and will refrain from doing anything to impair the reputation of Neoinfo.

5. Limitation of Neoinfo's Obligation & Liability

5.1. Neoinfo shall not be liable to Reseller or any of its customers for any special indirect, consequential, incidental or exemplary damages, including, but not limited to, loss of business, loss of profit, loss or damage resulting from the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, non-deliveries, or service interruptions caused by Neoinfo or AdeoERP, even if Neoinfo has been advised of the possibility of such damages.

5.2. Neoinfo's liability to Reseller and any customer of Reseller is limited to the purchase price received by Neoinfo for AdeoERP.

5.3. Reseller will take all necessary measures to preclude Neoinfo from being made a party to any lawsuit or claim regarding AdeoERP provided to customers of Reseller. Reseller hereby agrees to defend, indemnify and hold harmless Neoinfo from any and all claims of whatever nature brought by any of Reseller's customers against Neoinfo arising from Reseller's breach of this Agreement or any misconduct or wrongful omission of the Reseller.

6. Confidentiality

Reseller acknowledges that by reason of its relationship with Neoinfo hereunder, it may have access to certain information and materials relating to Neoinfo's business, suppliers, customers, personnel, technology, and marketing strategies that is confidential and of substantial value to Neoinfo (collectively, "Confidential Information"). Reseller agrees that it will not use in any way for its own benefit (other than to perform under this Agreement) or for the benefit of any third party, nor will Reseller disclose to any third party any Confidential Information. Reseller further agrees that it will return to Neoinfo or destroy all copies of Confidential Information under its custody or control upon request by Neoinfo or termination of this Agreement. The provisions of this section shall survive the termination of the Agreement for any reason. Upon any breach or threatened breach of this section, Neoinfo shall be entitled to injunctive relief in addition to other remedies, which injunctive relief shall not be contested by Reseller.

7. Relationship of the Parties

The relationship between Neoinfo and Reseller is that of independent contractors and neither party is an employee, agent, partner or joint venture of the other. Reseller has no authority, apparent or otherwise, to contract for or on behalf of Neoinfo, or in any other way legally bind Neoinfo in any fashion.

8. Disputes

The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices) and other than the injunctive relief referred to in section 6 shall be subject to arbitration upon written demand of either party. Arbitration shall take place in Zagreb, Croatia.

9. Terms & Termination

The initial term of this Agreement is one year starting from the Effective Date. This Agreement shall automatically renew for one year term thereafter, until terminated by either party with 30 days prior notice unless otherwise terminated as follows:

- 9.1. By Neoinfo, upon thirty (30) days written notice;
- 9.2. By Neoinfo immediately upon notice if Reseller breaches any provision of this Agreement;
- 9.3. There is an instituted bankruptcy or insolvency proceeding against Reseller, which is not vacated within sixty (60) days from the date of filing;
- 9.4. Reseller institutes a voluntary bankruptcy or insolvency proceeding, or otherwise is insolvency;
- 9.5. Reseller makes an assignment of all or part of its assets for the benefit of creditors;

10. Nonassignability

Reseller's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of Neoinfo.

11. Partial Invalidity

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

12. Applicable Law, Jurisdictional Matters

This Agreement is governed by and construed under the laws of Republic of Croatia without regard to its conflict of law rules. The court located in Zagreb, Croatia shall have exclusive jurisdiction to adjudicate any non-arbitrable dispute arising out of this Agreement.

13. Notices

All notices may be sent by email, fax, or express mail to the email address, fax number, or address most recently provided and will be effective upon transmission.

14. Entire Agreement, Modifications

This Agreement sets forth the entire agreement and understanding between the parties with regard to the subject matter hereof and supersedes any and all prior agreements between them. Neoinfo may make changes to this agreement upon thirty (30) days written notice to Reseller.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, do hereby execute this instrument, with each signatory warranting its authority to enter into this agreement on behalf of the party it represents.

I have read and accepted the above terms and conditions.

Neoinfo Ltd
44 Bozidara Magovca Street
Zagreb Croatia

Reseller:
Address:

Name:

Name:

Title:

Title:

Date:

Date:

Signature:

Signature: