

J2X Technologies Inc. - Handheld Contact Reseller and Distributor Agreement

Important: Carefully read the following agreement before becoming a reseller for J2X Technologies Inc.. The terms and conditions of becoming a reseller for J2X Technologies Inc., ("J2X Technologies Inc."), a corporation registered in Ontario, Canada are contained in this agreement. In this agreement "you", "yours", and "reseller" refers the reseller or Distributor, "we" and "us" refer to J2X Technologies Inc.. Both www.j2x.ca and www.handheldcontact.com are our copyrighted websites.

By completing the electronic acceptance process and clicking the "I Accept" button or by signing a hard copy version of this agreement, you represent and warrant that you: (i) are authorized to sign for and bind the contracting party and (ii) agree to be bound by all of the terms and conditions of this agreement.

1. RESELLER RESPONSIBILITIES AND BENEFITS.

- a) **EARNING COMMISSIONS.** Resellers earn commissions for referring or selling Handheld Contact. Commissions will be tracked automatically when your customer comes to our site using a web-link we supply you to you or for customers registered with J2X by phone, fax or email.
- b) **COMMISSION RATES – ONLY FOR ANNUAL SUBSCRIBER.**
 - o Any reseller selling **1-9 licenses per customer per sale** will receive **20%** commission on invoiced and paid sales
 - o Any resellers selling **10 or more licenses per customer per sale** will receive **35%** commission on invoiced and paid sales

An "Annual Subscriber" is defined as a customer that: (1) directly follows a link from your web site to the J2X Technologies Inc. Handheld Contact site, (or you notify us via email that this was your customer as described above), (2) completes and submits an online application form on the J2X Technologies Inc. Handheld Contact site for the J2X Technologies Inc. Annual Subscription service and specifies the Reseller as the referral source.

- c) **PAYMENTS.** Subject to the terms of this Agreement, we will pay Commissions on a quarterly basis within thirty (30) days after the end of a quarter and any amounts greater than \$200. Amounts less than \$200 will be accrued and paid when the amount owing is greater than \$200. Resellers are expected to close the sale, if significant assistance is needed by the Handheld Contact/J2X Technologies Inc. staff, the commission amount may be altered.
- d) **LIMITED LICENSE.** J2X Technologies Inc. grants you, during the Term, a non-exclusive, non-transferable, royalty-free worldwide license to use, publicly display, transmit, distribute and reproduce the J2X Technologies Inc. and Handheld Contact Marks "Marks" (as defined below) in accordance with J2X Technologies Inc.'s established copyright trademark usage policies and procedures, solely for the purposes of promoting the Handheld Contact Service in accordance with this Agreement. "J2X Technologies Inc. and Handheld Contact

Marks" means J2X Technologies Inc.'s trademarks, trade names, service names and logos expressly provided by J2X Technologies Inc. pursuant to this Agreement. Without limiting any of the foregoing, J2X Technologies Inc. shall retain sole ownership of its Marks, and all goodwill arising from such use will belong to J2X Technologies Inc..

2. **PRIVACY AND SECURITY.** The J2X Technologies Inc. websites include our privacy and security practices, which we intend to use for only our customers' information and you acknowledge that you have read these practices and understand the rules by which we collect, use, share and do not use or share, personal identifying information. The privacy and security practices may be changed by J2X Technologies Inc. at any time without notice. You will not do, say or otherwise communicate anything that contradicts or conflicts with the assurances in those practices. All information collected by J2X Technologies Inc. from or about visitors linking from your site (collectively, "Customer Information") shall be owned exclusively by J2X Technologies Inc..

3. **TERM AND TERMINATION.** The term or effective period of this Agreement will start upon signing of this agreement, and will end when either you or we terminate this Agreement. If this agreement is not terminated, it will automatically renew each year on the anniversary date. Either you or we may terminate this Agreement at any time, for any reason or no reason, by giving the other party written notice of termination, including e-mail and fax, effective on the day after notice of termination; provided, however, that any notice of termination by J2X Technologies Inc. for failure to comply with this Agreement shall be effective immediately if sent by e-mail. We will send termination and all other notices to you at the e-mail address that you specify. You will send your termination notice by e-mail to info@handheldcontact.com or such other address as we may specify in writing or by e-mail to you.

4. **CHANGES.** We may change, modify, add or delete any term or condition of this Agreement (collectively, a "Change"), at any time and in our sole discretion, by e-mail to you, effective on the date we specify. Changes may relate to, for example, the scope or type of Commissions, the Commission payment schedule, payment procedures and Program rules. If any change is unacceptable to you, you may terminate this agreement upon e-mail or other written notice to us. Your continued participation in the program after we give notice of a change will constitute your binding acceptance of the change.

5. **INDEPENDENT CONTRACTORS.** You are an independent contractor in connection with this Agreement. you, and your agents and employees, are not partners, agents, representatives, joint ventures or employees of the J2X Technologies Inc.. You have no authority to make or accept any offer or representation on our behalf. You will not do or say anything to contradict this independent contractor relationship.

6. REPRESENTATIONS AND WARRANTIES. You represent and warrant to us that you have the authority to enter into this Agreement, that you are licensed (to the extent required by law) to do business and to carry out your obligations under this Agreement, and that, to your knowledge, there is nothing that would prevent or limit your ability to perform your obligations in this Agreement.

7. Warranty disclaimers. The J2X Technologies Inc. sites, the links and the marks are provided "as is", without any express or implied warranty of any kind, including, without limitation, warranties of merchantability, fitness for a particular purpose or non-infringement. We hereby disclaim any and all representations and warranties except for those expressly made in this agreement.

8. INDEMNIFICATION. You will defend, indemnify and hold harmless J2X Technologies Inc., its affiliated companies and their respective members, directors, officers, employees, shareholders, agents and representatives from and against each claim, liability, loss, damage and expense (including reasonable attorney fees) arising from your use of our Marks or Links, from your non-performance of your obligations under this Agreement.

9. LIMITATION OF LIABILITY. We will not be liable for indirect, special or consequential damages, or for any loss of revenue, profits or data, arising from or in connection with this Agreement or the Program, regardless of whether we were informed or had direct or imputed knowledge of the possibility of indirect, special or consequential damages. Nor will we be liable for any punitive damages.

10. MISCELLANEOUS. This Agreement will be governed by the laws of the Canada and the Province of Ontario, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or provincial courts located in Waterloo, Ontario, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

11. ENTIRE AGREEMENT. This Agreement is the complete and entire statement of the contract between us regarding this relationship and will not be affected by any promotional materials or prior written or oral agreements or assurances. This Agreement may only be amended or modified by a writing signed by both parties.

Accept the terms **by signing at the bottom of this page.**

Company Name: _____

Name: _____

Signature: _____

Date: _____

After you have signed this agreement please fax (+1 519 579 1770) it to:

FAX NUMBER: +1 519 579 1770

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