



Reseller Application and Agreement

TelPay Incorporated
298 Garry Street
Winnipeg, MB R3C 1H3
T: 800.665.0302
F: 866.396.2548
resellers@telpay.ca
www.telpayforbusiness.ca

Welcome!

Thank you for your interest in TelPay for Business™ and the TelPay Reseller program. Please complete the enclosed TelPay for Business Reseller Application form and fax or mail it along with a copy of a void cheque drawn on the bank account to which fees may be debited and credited by TelPay. Should you have any questions please contact us via phone at 800.665.0302 or email at resellers@telpay.ca

Upon acceptance into the Program you will receive the following benefits:

- ✓ \$75 for every new client referred
- ✓ Your company listed on the TelPay for Business website at www.telpayforbusiness.ca
- ✓ Access to marketing materials, including information sheets, application forms and price lists
- ✓ Access to Reseller site together with additional marketing resources and technical guides
- ✓ Access to Reseller only webinars to update you on the latest changes in TelPay
- ✓ Regular communications from TelPay, including up-to-date information on new TelPay for Business features and capabilities
- ✓ Permission to use TelPay for Business training materials, webinars and flash demos
- ✓ Access to the TelPay for Business interface specifications; exporting journal entries, importing accounts payable lists, accounts payable payments and direct deposits for payroll
- ✓ Development kits for interfaces between TelPay for Business and other accounting and payroll systems
- ✓ Promotion on our website of related software developed by you subject to approval by TelPay
- ✓ Assistance with your ongoing marketing efforts

We are delighted about the opportunity to work with you to bring the latest in electronic payment technology to you and your clients. Offering your customers TelPay for Business™ today will help enhance the value you provide to them as a Reseller!

Sincerely,

Marilyn Benninger, CGA
Vice President, Business Services
TelPay for Business



TelPay Incorporated
 298 Garry Street
 Winnipeg, MB R3C 1H3
 t: 204.947.9300
 f: 204.943.2261
 toll-free: 1 800.665.0302
www.telpay.ca

TelPay for Business™ Reseller Application

I _____ have read and understood the terms and conditions set forth in the Reseller Agreement and wish to apply for acceptance into the TelPay Reseller Program. I understand that the annual membership fee of \$180 (plus applicable taxes) will be debited from my bank account upon acceptance into the Program as follows; \$15.00 per month, pro-rated for the number of months remaining during the current year and \$180.00 annually on the first week of January for each year thereafter. Certain conditions apply.

Signed this _____ day of _____, 20____.

 Signature

 Full Name (please print clearly)

Your TelPay for Business Access Number _____

 Company Name

 Address

 City, Province, Postal Code

 Phone Fax

 Email address

Attach Void Cheque

Please provide a copy of a void cheque in order for us to "TelPay" referral fees to you.

Fax To: 1- 866-396-2548 or
Mail To: TelPay Inc., 298 Garry Street,
Winnipeg, MB R3C 1H3

For Office Use Only:	
Reseller User ID:	Approved By:

RESELLER AGREEMENT

1. DEFINITIONS

- (a) “Agreement” means the agreement between you and TelPay Incorporated (TelPay) concerning your participation in the TelPay Reseller program (the “Program”), as evidenced and governed by the Agreement Terms (defined below).
- (b) “Agreement Terms” means the (i) the Reseller Application Form which you submitted to apply for membership in the Program (the “Application”) (ii) the benefits, requirements and fees of the Reseller Program as they may change from time to time (“Program Requirements”), as set forth at www.telpayforbusiness.ca/resellers.html (iii) the TelPay Style Guide at www.telpayforbusiness.ca/legal.html (“Style Guide”) and (iv) the applicable user licence agreement.
- (c) “Product” means the software product TelPay for Business™
- (d) “Active Status” means a TelPay for Business Customer with no less than two (2) payrolls per month and/or five (5) bill payments per month.
- (e) “Reseller” means a person or business entity that has been granted the right to sell TelPay for Business services and receive a referral fee.

2. TELPAY RESELLER PROGRAM

You agree to comply with all Agreement Terms and acknowledge that you have access to the World Wide Web and the ability to send and receive electronic mail. TelPay may in its sole discretion terminate the Program or change these Agreement Terms from time to time. Any such change shall be effective thirty (30) days after email or written notice to you at the application address set forth in the Application, subject to your termination right in Section 5. Your participation in the Program and the validity of the Agreement is conditional upon your complying at all times with the Agreement Terms, including without limitation payment of fees under the Program Requirements. All fees are earned by TelPay upon payment and are non-refundable, except that if you terminate the Agreement as provided in Section 5 within sixty (60) days after the date of acceptance into the program, you will receive a full refund of the Reseller signup fee paid to TelPay upon removal of all TelPay products and other materials provided to you.

3. TELPAY FOR BUSINESS SOFTWARE LICENCE

The Reseller acknowledges that the Reseller may receive directly from TelPay with this Agreement certain software and documentation related to the TelPay for Business Services. TelPay hereby grants to the Reseller a limited, non-exclusive, non-transferable, revocable licence to use the software and related documentation (the “Licensed Software”). The Reseller acknowledges that the Licensed Software is the exclusive property of TelPay and that it may contain proprietary and confidential information and trade secrets of TelPay. The Reseller agrees that its right to use the Licensed Software is only as set out in this Agreement. The Licensed Software is licensed to the Reseller by TelPay and not sold, assigned or transferred, and TelPay has and shall retain at all times all ownership rights, trademarks and copyrights in and to the Licensed Software. Apart from the terms and conditions of this Agreement, the

Agreement does not grant the Reseller any intellectual property rights in the Licenced Software.

4. USE OF TRADEMARKS

You may not use the name, logo or any other trademarks or service marks of TelPay in any communications, advertising, signage, marketing materials, brochures or any other materials in any form or in any medium except as set forth in the Program Requirements and in strict compliance with the Style Guide. Participant will cease using any materials containing any TelPay trademark immediately upon termination of the Agreement for any reason, or at any time sooner, upon written request by TelPay. Participant agrees not to use TelPay trademarks or potentially confusing variations of TelPay trademarks as a part of a product name, service name, company name, Internet address or similar designation, or in any manner that suggest a relationship with TelPay other than that which exists under this Agreement. Participant shall not apply for registration of the TelPay trademarks (or any mark confusingly similar thereto) anywhere in the world.

5. TERM AND TERMINATION

The term of the Agreement will begin on the date you receive notice from TelPay that you have been accepted into the Program, and will continue thereafter for one (1) year, at which time the term shall automatically renew for additional one (1) year periods, unless sooner terminated in accordance with this Section. Either party may terminate the Agreement upon thirty (30) days written notice to the other. Upon expiration or termination for any reason, all rights granted to you herein will terminate and you must remove all TelPay products and related documentation from your computer and return, at TelPay's option, all materials provided to you under the Agreement. Termination of the Agreement will not terminate any of your outstanding payments obligations to TelPay under the Agreement.

6. GENERAL PROVISIONS

The parties are independent contractors, and the Agreement does not create any agency, employment, partnership, joint venture, franchise or other similar or special relationship between the parties. Neither party may assume or create any obligations or make any representations, warranties or commitments on behalf of the other party, whether express or implied, or bind the other party. You may not assign or transfer any of your rights or obligations under this Agreement. The Agreement has been executed in, and shall be governed by the laws of the Province of Manitoba, and the parties hereby accept venue and jurisdiction of the Courts of the Province of Manitoba.

7. REFERRAL FEES

Provided that the Reseller has completed the Client Referral Sheet (Appendix A) TelPay will pay you \$75 for every new, active TelPay for Business customer that you refer during the term of this agreement. The Client Referral Sheet must contain the new Client Name, Address, Contact information and the Reseller ID. Referral fees are credited to your bank account on the 15th of the month following the first payment processed by the new customer.

8. MEMBERSHIP FEES

Upon acceptance into the Program, TelPay will debit the Reseller's bank account for the membership fee as provided for on the Application Form. The annual membership fee will be waived provided the Reseller has no less than ten (10) clients with Active Status.

9. RESELLER EXPECTATIONS

(i) Resellers are expected to promote TelPay for Business to their customers and prospects and where applicable, assist with the installation and training of TelPay for Business at the customer's location, to ensure the successful implementation of the software. (ii) The Reseller will retain the revenue derived from installation fees, training and sale and maintenance of software developed or obtained by the Reseller. (iii) In order to ensure that Resellers are aware of the features and benefits of TelPay for Business, Resellers are required to maintain an Active Status with TelPay. (iv) Resellers are responsible for creating or obtaining the interface input and/or output required for TelPay for Business. TelPay is not responsible to develop or obtain such interfaces on behalf of the Reseller. Rights to distribute and responsibility for maintenance of interfaces created by the Reseller are the responsibility of the Reseller.

10. EXCLUSION OF LIABILITY

TelPay shall not be liable for any loss or damage suffered by the Reseller or their Customer, customers of the Customer or others arising out of or in any way connected with the fraudulent or unauthorized use of the TelPay for Business Services, or by processing delays by the Biller after TelPay has remitted payments to such Biller.



TelPay Incorporated
298 Garry Street
Winnipeg, MB R3C 1H3
t: 204.947.9300
f: 204.943.2261
toll-free: 1 800.665.0302
www.telpay.ca

Appendix A – Client Referral Sheet

Referral from:

**Please fax to 866.396.2548 or
email sales@telpay.ca**

Contact Name: _____

Business Name: _____

Phone: _____

Email: _____

Reseller User ID: _____

Company Information

Company Name: _____

Address: _____

Contact Name: _____

Title: _____ **Phone:** _____ **Fax:** _____

Email: _____

Interested in Payables (Y/N): _____ **Interested in Direct Deposits (Y/N):** _____

Comments: _____
