

## NON-EXCLUSIVE RESELLER AGREEMENT

THIS NON-EXCLUSIVE RESELLER AGREEMENT (this Agreement) is entered into and shall be effective as of the date of signup,

by and between Author (You)

and

Jill Johnson, with a principal place of business sale of Products online at [www.jilljj.com/zencart](http://www.jilljj.com/zencart) and physical location at 7609 County Road 17, Rice, Minnesota, 56367, USA

### Background

Author desires to grant to Jill Johnson the non-exclusive right to sell and distribute the specific products described in Exhibit A (the Products).

Jill Johnson is engaged in the sale and distribution of digital goods and desires to have the right to sell and distribute the Products upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto (the Parties), intending to be legally bound, hereby agree as follows:

#### 1. Authorization.

1.1 Author hereby grants to Jill Johnson a non-exclusive right and license to distribute, market and sell to end-user customers (Customers), maintain, support, use for demonstration purposes and display the Products or any part thereof, globally.

Licenses granted to Customers shall be between Author and such Customers. Such licenses shall be contained in the Products, and shall include the license terms set forth on Exhibit B hereto.

Author hereby grants Jill Johnson a non-exclusive right to use any of Author's trade names, trademarks or logos, as supplied by Author from time to time, on or with the Products and or material in connection with the marketing of the Products, provided that Jill Johnson obtains Authors prior written approval of any materials distributed by Jill Johnson which contain Authors trade names, trademarks or logos. Jill Johnson shall use commercially reasonable efforts to market and promote the Products.

1.2 Jill Johnson shall have the right to distribute any other products, including products that may compete with the Products.

1.3 Author hereby grants to Jill Johnson the right to use and display Authors trademarks (the Author Trademarks), but solely in connection with and to the extent necessary for the marketing, distribution and support of the Products under this Agreement. Jill Johnsons use shall be in accordance with Authors trademark guidelines, as issued by Author to Jill Johnson in writing from time to time. Jill Johnson shall not remove or alter Products copyright notices, trademarks, logos or packaging. Author retains all rights in the Author Trademarks except as specifically granted to Jill Johnson in this section. In connection herewith, Jill Johnson authorizes Author to use its name and pre-approved Jill Johnson trademarks solely for purposes of marketing the nature of the reseller relationship contemplated by this Agreement. Jill Johnson retains all rights in and to such name and trademarks, which must be used in accordance with Jill Johnsons trademark guidelines.

1.4 Author hereby grants to Jill Johnson the right to use and display Authors copyrighted materials (including software and printed materials included with the Products), but solely in connection with and to the extent necessary for the marketing, distribution and support of the Products under this Agreement. Author retains all rights in the materials except as specifically granted to Jill Johnson in this section.

## 2. Obligations of Jill Johnson.

2.1 Jill Johnson and Author will use commercially reasonable efforts to make the Products available to Customers.

2.2 Jill Johnson will advertise and/or promote the Products in a commercially reasonable manner and will transmit Product information and promotional materials to Customers, as reasonably necessary. Jill Johnson will also use its own reseller network (affiliates) and has the right to do so.

2.3 Jill Johnson will provide Author with monthly sales out reports describing Jill Johnsons sales of Products by customer and Product, and identifying the buyer by email address.

2.4 Author also agrees to abide by terms, shipping, and privacy policies set forth within jilljj.com website

## 3. Obligations of Author.

3.1 Jill Johnson will notify Author via email whenever a Product sale of Author's is made.

3.2 Author is responsible for supplying Customer with product ordered.

3.3 Jill Johnson will be responsible for billing of customers.

3.4 Author will recieve 70% of the sale of each item. Jill Johnson will recieve 30% of the sale of each item.

3.5 On the first day of each month Jill Johnson will send out payments to Authors for their 70% of any Product of Author which was sold during said month.

## 4. PRICING FOR DIGITALLY TRANSMITTED PRODUCTS

4.1 For each software license transmitted hereunder by Jill Johnson for which Jill Johnson is paid in full Jill Johnson shall pay the Author the following: 60% of Net Receipts per each completed and paid for Download which has been digitally transmitted via any Website.

4.2 Notwithstanding the foregoing Jill Johnson shall make no payment to Author in respect of: (1) any incomplete, aborted or non-functional Download Digitally Transmitted hereunder and (2) any replacement Download provided to an end user in place of an earlier non-functional version of the same Download Transmitted to the said end user and for which the end user had made payment for.

## 5. General Indemnity; Warranty.

5.1 Author agrees to protect Jill Johnson and hold it harmless from any loss or claim incurred by Jill Johnson to the extent arising out of defects in any Product existing at the time such Product is delivered by Author, or any warranties or representations of Author relating to the Products, provided that Jill Johnson gives Author immediate notice of any such loss or claim and cooperates fully with Author in the handling thereof. Jill Johnson agrees to protect Author and hold it harmless from any other kind of loss or claim incurred by Jill Johnson to the extent arising out of its installation of any of the Products sold hereunder, including any loss or injury to the property or person of Customers or Customers representatives or employees, or any other person, provided that Author gives Jill Johnson immediate notice of any such loss or claim and cooperates fully with Jill Johnson in the handling thereof.

5.2 Author warrants that the Products shall be free from any defects in material and workmanship and will perform in accordance with all specifications relating thereto. Author shall use its commercially reasonable efforts to insure that the Products, at the time of delivery, shall be free of any virus or other program routine designed to erase or otherwise harm data or other programs of the end user. Author further warrants that Author owns the Products, including all associated intellectual property rights, or otherwise has the right to grant Jill Johnson and its customers the right and license provided in this Agreement, and that neither the Products nor the associated documentation infringe any patents, copyrights, trademarks, or other proprietary rights of any third parties.

5.3 Author warrants that the Products, individually or configured together as a system, will correctly (i) recognize, accept, compare, sequence, store, retrieve, display, compute and process date-data relating to century and day-of-the-week recognition, including single century formulas and multi-century formulas, leap years; (ii) exchange date-data and interface with other software, firmware and computer hardware with which it interacts, provided, that such interacting software, firmware or computer hardware is itself capable of properly and correctly exchanging accurate date-data; and (iii) accept and respond to two-digit date-data input in a manner that resolves any ambiguities as to the century in a defined, predetermined and appropriate manner. Jill Johnson shall have the right to assign and otherwise pass through its rights under this warranty to its customers.

5.4 EXCEPT TO THE EXTENT ARISING IN CONNECTION WITH ITS INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY.

## 6. Term and Termination.

The initial term of this Agreement shall commence on the date signed by Author, and shall continue for one (1) year thereafter unless terminated or renewed as provided below:

6.1 Either Party may terminate this Agreement upon thirty (30) days written notice of a material breach to the other and failure by the other to cure such material breach within the thirty (30) day period.

6.2 Either Party may terminate this Agreement without cause and for any reason whatsoever upon sixty (60) days prior written notice to the other.

6.3 This Agreement shall terminate immediately should either Party become insolvent or should bankruptcy proceedings be commenced for or against either Party.

6.4 At the end of the initial term, this Agreement shall be automatically renewed for successive one (1) year terms, unless terminated by either party by written notice to the other not less than sixty (60) days before the end of the initial term or any renewal period. The parties each acknowledge and agree that certain customer relationships relating to the Products and services contemplated hereby may extend, by their terms, beyond the term of this Agreement. Accordingly, notwithstanding termination or expiration of this Agreement for any reason, the parties agree to work together in the exercise of good faith to develop and implement such post-termination support solutions, on a case by case basis, as may be reasonably necessary to satisfy any surviving customer obligations.

7. Compliance with Laws. The parties shall be mutually responsible, as applicable, for complying with the laws and regulations applicable in the Territory, or any nation, or political subdivision thereof, in which they engage in business in performing their respective responsibilities hereunder. Each party will bear their applicable expenses and costs related to compliance with such laws and regulations.

8. Governing Law. This Agreement shall be governed by the law of Minnesota, USA.

9. Digital Signature to this and other documents exchanged during the course of this transaction shall serve as legal and binding and permission for Jill Johnson to sell and represent Author's Product. Author will fully fill out, sign and send this form by postal mail to Jill Johnson at the given physical address.

Jill Johnson agrees to send Author a signed original of this agreement.

The parties executing this Agreement warrant that they have the requisite authority to do so.

Please sign below and return this form to :

Jill Johnson  
7609 County Road 17  
Rice, MN 56367  
USA

By signing below I agree to terms listed herein:

Author Name \_\_\_\_\_

Author Signature \_\_\_\_\_

Author Street Address \_\_\_\_\_

Author City and State and ZipCode \_\_\_\_\_

Author Country \_\_\_\_\_

Author Phone Number \_\_\_\_\_

Author Website if any \_\_\_\_\_

Author email \_\_\_\_\_

Date \_\_\_\_\_

By signing below I agree to terms listed herein:

Jill Johnson Owner of jilljj.com

7609 County Road 17

Rice, MN 56367

USA

320-492-1972

[www.jilljj.com](http://www.jilljj.com)

[jilljjam@yahoo.com](mailto:jilljjam@yahoo.com)

Date \_\_\_\_\_