



Foreseeson Technology Inc.
Unit 2105 – 11980 Hammersmith Way, Richmond, BC, Canada V7A 0A4
Tel: +1.604.233.0247 • Fax: +1.604.233.0248 • Web: <http://www.foreseeson.com>

RESELLER AGREEMENT

THIS AUTHORISED “RESELLER” PARTNER AGREEMENT (the “Agreement”) is made and entered into by and between **FORESEESON TECHNOLOGY INC.** of Unit 2105 – 11980 Hammersmith Way, Richmond, BC, Canada V7A 0A4 and _____

on the following date: _____ (“Effective Date”). This Agreement includes: Conditions of Sale (Appendix 1).

Appointment. Foreseeson Technology Inc. (hereinafter referred to as “Foreseeson”) appoints <Partner Name> (hereinafter referred to as “Partner”) as a non-exclusive Reseller of software and hardware products (“Products”) distributed by Foreseeson and services provided by Foreseeson (“Services”). Notwithstanding anything to the contrary herein contained, including the designation of Partner as “Foreseeson Authorised Partner,” Foreseeson and Partner shall not be deemed to be partners or joint ventures in any legal or other sense or to have any relationship other than independent contractors. This appointment shall be for a period of one year from the date that Foreseeson accepts this Agreement by executing and delivering it to Partner (the “Effective date”). Foreseeson will extend appointment for successive periods of one year each, subject to Foreseeson’s termination rights herein contained, and unless either Foreseeson or Partner gives the other written notice of termination thirty (30) days prior to the expiration of any term hereof.

All Products and Services will be supplied with discounts; these may from time to time be varied. Prices are subject to change without notice, but Foreseeson will make its best possible efforts to give Partner as much advance notice as is possible. Foreseeson will ensure that any price reduction by Foreseeson shall be passed directly on to Partner immediately.

Foreseeson will use its best endeavours to commence all Services within 10 working days of receipt of official purchase order.

Confidentiality. Both parties agree that all confidential information of the other party shall be held in strict confidence, will not be disseminated or disclosed to any third party and will be used by the receiving party for any purpose other than performing its obligations under this agreement without the express written consent of the disclosing party. Each party shall require their respective employees and contractors having access to such information to execute written agreements to maintain the confidentiality of such information. This obligation to hold confidential information in confidence shall endure for three years from the date of termination of this Agreement.

Warranties. All products provided by Foreseeson are subject to the developers/manufacturers warranty.

Limitation on Liability. In no event shall Foreseeson be liable for any loss of profits, loss of business, loss of use or of data, interruption of business, or for indirect, special, incidental or consequential damages of any kind whether under this Agreement or otherwise, even if Foreseeson has been advised of the possibility of such damages, or for any claim against Partner by any other party, save that in the event of delay by Foreseeson in the performance of its obligations under this Agreement, Foreseeson shall indemnify Partner in respect of any reasonable direct and indirect costs incurred by Partner. In no case will Foreseeson be liable for any representation or warranty made to any third party by Partner, any agent of Partner, any distributor or dealer or other person or entity in the distribution chain.

Intellectual Property Rights. No title to or ownership of software acquired or marks used under the Agreement is transferred to Partner. Notwithstanding any provision of the Agreement to the contrary, Foreseeson or the licensor through which Foreseeson obtained the rights to distribute the products, owns and retains all title and ownership of all intellectual property rights in the products and marks, which are acquired, produced or shipped by Foreseeson under the Agreement made by Partner, Foreseeson or any third party. Partner agrees to be bound by and observe the proprietary nature of the products acquired and marks used under the Agreement.

Termination. Either party may terminate the Agreement without cause upon sixty (60) days prior written notice to the other. In the event of any default by Partner. hereunder, Foreseeson may terminate this Agreement upon thirty (30) days written notice to Partner. If Partner becomes insolvent, bankrupt or makes a general assignment for the benefit of creditors; Foreseeson may terminate this Agreement upon five (5) days written notice to Partner. Upon termination of the Agreement by Foreseeson for cause, the due dates of all outstanding invoices to Partner for products will automatically be accelerated so that they become due and payable on the effective date of termination, even if longer terms had been provided previously. Termination of the Agreement shall not affect any pre-termination obligations of either party under the Agreement and any such termination is without prejudice to the enforcement of any undischarged obligations existing at the time of termination.

Distribution by Reseller. As a Foreseeson Authorised Reseller, Partner shall: sell to end users only limited licenses for the use of Licensed Product in Canada; not redistribute or sell any Licensed Product provided solely for demonstration purposes or labelled “not for resale,” unless authorized in writing by Foreseeson to do so.

Forecast. Partner shall agree to provide monthly sales forecast and Partner Program information.

General. Partner shall not assign any right or interest nor delegate any duty or obligations in this agreement without the prior written consent of Foreseeson. Foreseeson reserves the right to cancel, amend, modify, or discontinue this program at any time. This agreement constitutes the entire agreement between Foreseeson and Partner as it relates to the RESELLER program. Foreseeson may provide Partner with “Authorised Reseller” logos and trademarks, which Partner may only use whilst this agreement is in force.

This agreement will be governed by the laws of British Columbia, Canada, and both parties agree to submit to the non-exclusive jurisdiction of the British Columbia courts. This Agreement constitutes the entire agreement between Foreseeson and Partner with respect to the subject matter to which it relates, and supersedes all previous or contemporaneous agreements, proposals, understandings and representations, written or oral.

All notices required to be given to either party under this Agreement shall be in writing and sent by registered or certified mail to the address for each party specified in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

FORESEESON TECHNOLOGY, INC.

By: _____

Name: _____

Title: _____

Date: _____

(Reseller Company Name)

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX 1 – Foreseeson Conditions of Sale

1. Definitions

1.1. In these Conditions:

“Foreseeson” means Foreseeson Technology Inc.; “the Buyer” means the person whose order is accepted by Foreseeson; “Contract” means the contract for the purchase and sale of hardware and/or software and/or services incorporating these Conditions.

1.2. Headings are for convenience and do not affect interpretation.

2. Basis of Sale

2.1. Foreseeson will sell and the Buyer will purchase the hardware and/or the software and/or the services in accordance with any written order of the Buyer which is accepted by Foreseeson, subject in either case to these Conditions.

2.2. These Conditions govern the Contract to the exclusion of any other terms and conditions (if any) contained on or referred to in an order form or other communication from the Buyer. No addition, variation or substitution of these Conditions will bind Foreseeson or form part of any order unless agreed in writing and signed by authorised representatives of both parties.

2.3. These Conditions and the terms of any order constitute the entire understanding of the parties and supersede all prior promises, representations and undertakings.

2.4. No Foreseeson employee or agent is authorised to make any representations concerning the subject matter of the Contract unless confirmed by Foreseeson in writing. The Buyer acknowledges that it is not relying on any such representation not so confirmed.

3. Orders

3.1. Any order placed with Foreseeson will be accepted at Foreseeson’s sole discretion and, if accepted, will only be accepted on and subject to these Conditions.

3.2. Each order so accepted constitutes a separate legally binding Contract between Foreseeson and the Buyer.

3.3. The Buyer is responsible for ensuring the accuracy of any order submitted by the Buyer.

3.4. Foreseeson reserves the right to modify any hardware and/or software ordered, which are required to conform with any applicable safety or statutory requirements, or which do not materially affect their quality or performance.

3.5. Once accepted by Foreseeson, no order may be cancelled by the Buyer without Foreseeson’s express prior written agreement.

4. Prices

4.1. Orders are accepted at the price given at the date of order.

4.2. Unless otherwise stated, quotations are valid for acceptance for 30 days or earlier acceptance, after which they will lapse. Any quotation that has lapsed must be reconfirmed with Foreseeson prior to an order being accepted.

4.3. Foreseeson reserves the right, by giving the Buyer written notice at any time before delivery, to increase the price of

hardware and/or software to reflect any increase in the cost to Foreseeson which is due to any factor beyond Foreseeson’s control. Where possible, Foreseeson will provide 30 days’ notice of any price changes but the Buyer acknowledges this may not always be possible where prices vary for reasons outside of Foreseeson’s control. Foreseeson therefore reserves the right to vary prices at short, or even no, notice. Any price changes will be notified to the Buyer as soon as reasonably possible.

4.4. All prices are exclusive of all applicable taxes and delivery charges, unless otherwise stated. All delivery charges are charged as extra, irrespective of invoice value. Any overseas duties and taxes will be the responsibility of the Buyer.

5. Online Web Store Service

5.1. Access to the Foreseeson web store is given on the condition that the Reseller will use the web store in good faith for the purpose of creating quotations and/or configurations of Foreseeson products and services for its customers and potential customers, and to procure Foreseeson products from Foreseeson.

5.2. The Reseller agrees not to release to any third party web store log-in and passwords given by Foreseeson to the Reseller, including but not limited to customers, vendors, other distributors, and other resellers.

5.3. Each employee or agent of Reseller who is given access to the Foreseeson web store shall be made aware of this agreement and shall adhere to the terms contained herein.

5.4. The Reseller acknowledges and agrees that Foreseeson owns and shall retain all rights, title and interest to all copyrights, patent rights, trade secret rights, and other proprietary rights of the Foreseeson Web Store.

6. Payment

6.1. Terms of payment are thirty (30) days from the date of shipment for Product or date of the invoice for Services, subject to credit approval of the Buyer by Foreseeson.

6.2. If a discount is given, GST is calculated on the discounted price.

6.3. Interest on overdue invoices will be payable by the Buyer, before as well as after judgment, on a monthly charge of one and one-half percent (1 ½) or the maximum permitted by law, whichever is less.

6.4. The Buyer is not entitled to withhold or delay any payment due by reason of any actual or alleged defect, whether or not such defect is the subject of any claim.

6.5. The Buyer is responsible for any bank or other charges (including, but not exclusively, transfer charges, costs of cheques not being honoured etc.).

6.6. If:

6.6.1. any sum owed by the Buyer to Foreseeson, or any other associated company, under this or any other contract is overdue; or

- 6.6.2. at any time the credit standing of the Buyer has in Foreseeson's reasonable opinion been impaired for any reason; or
- 6.6.3. the Buyer fails to make any payment when it becomes due; or
- 6.6.4. the Buyer makes any voluntary composition or arrangement with its creditors; or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or if a resolution for the winding up of the Buyer is passed or a court makes an order to that effect; or if there is any breach by the Buyer of these Conditions; or the Buyer ceases, or threatens to cease, to carry on business; or Foreseeson reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the buyer accordingly,

then Foreseeson may, without prejudice to its other rights and remedies and at its option, be entitled to cancel the Contract or withhold any further deliveries and/or suspend the provision of further services without liability to the Buyer until arrangements as to payment or credit have been established to Foreseeson's reasonable satisfaction.

- 6.7. Foreseeson shall be entitled but not obliged at any time or times without notice to the Buyer to set off any liability of the Buyer (or any group company of the Buyer) to Foreseeson against any liability of Foreseeson the Buyer (or any group company of the Buyer) (in either case howsoever arising and whether any such liability is present or future liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by Foreseeson of its rights under this clause shall be without prejudice to any other rights or remedies available to Foreseeson under this Contract or otherwise.

7. Delivery

- 7.1. Delivery is the responsibility of the Buyer and Foreseeson arranges delivery solely as the Buyer's agent. Foreseeson accepts no responsibility for any loss or damage in transit. Any such loss or damage must be notified to Foreseeson and the courier, in writing within 48 hours.
- 7.2. Delivery dates are given in good faith but are business estimates only and are not guaranteed. Foreseeson is not liable for any loss or damage suffered by the Buyer as a result of Foreseeson's failure to comply with such delivery times.
- 7.3. The Buyer's refusal to accept delivery (either part or whole) shall permit Foreseeson to treat the Contract as repudiated by the Buyer and to decline to make any further deliveries, without prejudice to Foreseeson's right to recover damages for breach of contract.
- 7.4. Foreseeson reserves the right to make deliveries in instalments. If the Buyer refuses or fails to accept any delivery, Foreseeson reserves the right to invoice the Buyer in respect of the balance remaining undelivered, with payment becoming due immediately, and Foreseeson shall be entitled to charge reasonable storage costs to the Buyer, the hardware and/or software being held at the Buyer's risk.
- 7.5. Foreseeson may agree, for a separate charge, to provide certain advice and/or consultancy services at the premises of the Buyer or elsewhere. Such services shall be subject to obtaining full information from the Buyer as to its specific

requirements and strictly limited to advice regarding Foreseeson's own product range. If it does, then the Buyer shall indemnify Foreseeson against any loss, damage or injury caused to Foreseeson's employees, agents or contractors during or as a result of or in connection with the provision of such services.

8. Title and Risk

- 8.1. Property in the hardware shall only pass to the Buyer on receipt by Foreseeson in cash or cleared funds payment in full of the price of that hardware.
 - 8.2. Property in any software shall, at all times, remain vested in Foreseeson or its licensor, and the Buyer's rights shall be governed by the terms of any licence relating to such software.
 - 8.3. Risk in the hardware and/or software shall pass to the Buyer:
 - 8.3.1. if delivered by Foreseeson to a place nominated by the Buyer, when tendered for delivery at that place; or
 - 8.3.2. if to be collected by the Buyer (or its agent), when loaded onto the Buyer's (or its agent's) vehicle, or at such time as they are available for so loading and would have been loaded but for the Buyer's (or its agent's) failure to collect them; or
 - 8.3.3. if withheld by Foreseeson for any valid reason, at such time as the Buyer would have been able to collect them had Foreseeson not been so withholding them, and the Buyer is responsible for insuring the hardware and software from any such time.
 - 8.4. Until such time as property in the hardware passes to the Buyer:
 - 8.4.1. the Buyer shall hold the hardware as Foreseeson's fiduciary agent and bailee, and shall keep all such items separate and distinct from those of the Buyer and third parties, and separately stored, protected and adequately insured, and identified as Foreseeson's property. Until such time, the Buyer shall be entitled to resell or use such items in the ordinary course of its business, but shall account to Foreseeson for the proceeds of sale or otherwise of such items, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate and distinct from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and adequately insured; and
 - 8.4.2. provided that the hardware is still in existence and has not been resold, Foreseeson shall be entitled at any time to require the Buyer to deliver up the hardware to Foreseeson and, if the Buyer fails to do so forthwith, to enter on any premises of the Buyer or any third party where such items are stored and repossess them.
- The Buyer will indemnify Foreseeson for any loss or degradation of or damage to any hardware caused whilst such hardware is in the possession or under the control of the Buyer.

- 8.5. Any hardware and/or software supplied to the Buyer which is subject to any restrictions or provisions imposed by the manufacturer's and/or licensor's conditions are supplied to the Buyer by Foreseeson subject to any such conditions and on the terms of any applicable licence agreement.

- 8.6. The Buyer is not entitled to pledge or in any way charge by way of security for any indebtedness any hardware and/or software which remain the property of Foreseeson (or its licensor) but, if the Buyer does so, all moneys owing by the Buyer to Foreseeson shall (without prejudice to Foreseeson's other rights and remedies) become immediately due and payable.

9. Warranties

- 9.1. All hardware and/or software are supplied on and subject to the terms and conditions of warranties and licences of the original manufacturers and/or licensors. Foreseeson will pass on to the Buyer the benefit of any guarantees or indemnities given to it by its supplier. Any software supplied is not warranted to operate error-free or on an uninterrupted basis.
- 9.2. Foreseeson makes no warranty as to the description, quality, fitness for purpose, suitability or otherwise of any hardware and/or software supplied. Foreseeson accepts no responsibility for any loss or damage, arising directly or indirectly, from the use of any hardware and/or software supplied by it, including any loss arising by reason of any failure of the hardware and/or software to comply with any specifications provided by the Buyer.
- 9.3. Except as otherwise expressly provided, and except where the Buyer deals as a consumer, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.4. Where the hardware and/or software are sold under a consumer transaction the statutory rights of the Buyer are not affected by these Conditions.

10. Defects

- 10.1. Foreseeson reserves the right, at its sole discretion (acting reasonably), to determine whether any hardware and/or software is defective. Defective hardware and/or software will, at Foreseeson's option, be replaced or rectified by Foreseeson. If this is not practicable, Foreseeson will credit the value of the hardware and/or software at the original invoiced price. Any claim for defective hardware and/or software must be made in writing with an Foreseeson RMA form within 7 days of delivery. The Buyer will have no claim in respect of any breach of warranty that should have been apparent on a reasonable visual examination of the hardware and/or software supplied. All associated transport charges for delivery to Foreseeson are the responsibility of the Buyer. The Buyer is not entitled to terminate the Contract as a result of any defects discovered in any delivery.
- 10.2. Returns may only be made with a Foreseeson RMA form and where a valid returns authorisation number has been issued by Foreseeson. This number must be displayed on the outside of any packaging and the RMA form and Foreseeson will not accept delivery of any hardware and/or software returned without this. The terms governing any loan unit (if any) supplied by Foreseeson are as set out on the RMA form.

11. Limitation of Liability

- 11.1. Except in respect of death or personal injury caused by Foreseeson's negligence:
- 11.1.1. Foreseeson is not liable to the Buyer by reason of any representation, implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, consequential or special loss or damage (including but not limited to loss of profit, business opportunity, contracts or otherwise), costs, expenses or other claims for consequential compensation whatsoever whether

caused by the negligence of Foreseeson, its employees or agents or otherwise) arising out of or in connection with the supply of the hardware and/or software; or their use or resale by the Buyer; or the supply of any advice and/or consultancy services by Foreseeson; or otherwise.

- 11.2. Except as may otherwise be expressly provided, Foreseeson's liability arising under or in connection with this Contract, whether arising in contract, tort (including negligence) or otherwise shall not under any circumstances, save as set out in clause 10.1, exceed the aggregate price payable by the Buyer under this Contract. If the Buyer does not consider that this limit is sufficient to protect its interests, the Buyer should contact Foreseeson and Foreseeson will be pleased to discuss with the Buyer whether it is able to amend this limit. The Buyer accepts that Foreseeson shall be entitled to charge the Buyer, and the Buyer shall pay, an additional fee for accepting any different limit if Foreseeson agrees to do so.

12. Force Majeure

- 12.1. Foreseeson shall not be liable for any loss or damage caused by delay in performance or non-performance of any of its obligations under any Contract where the same is caused by any event beyond Foreseeson's control including but not limited to an act of God, war, riots, insurrection, acts of terrorism, governmental or parliamentary prohibitions or enactments, import or export regulations, fires, flood, earthquakes, casualty, epidemic, strikes, lock-outs, cessation of labour, trade disputes, destruction or shut-down of production facilities, shortage or curtailment, delay or disruption in transportation, difficulties in obtaining labour or materials, breakdowns or accidents, financial requirements or manufacturing limitation imposed by third-party manufacturers, suppliers or vendors. Should any such event occur, Foreseeson may cancel or suspend this Contract without incurring any liability for any loss or damage caused thereby, and Foreseeson shall be entitled to recover all monies owing to them in respect of deliveries made or services performed prior to any such failure.

13. General

- 13.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 13.2. No waiver by Foreseeson of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.3. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 13.4. This Contract is governed by and construed in accordance with the laws of British Columbia, and the parties submit the resolution of any dispute to the exclusive jurisdiction of the courts of British Columbia.