



CTM Communications Limited Reseller Agreement

This is an Agreement between you (the "Reseller") and CTM Communications Limited., a UK Company located at Office 1 Ellenbrook Village Centre, Morston Close, Worsley, Manchester, M28 1PB, UK that owns Human Resource Manager. This agreement explains the basis upon which transactions between you, the Reseller, and CTM Communications Limited will take place and our responsibilities toward each other.

The Effective Date of this agreement shall be the date that the Reseller completes CTM Communications Limited reseller Document.

By entering into this Agreement, in addition to transactions entered into by the Reseller on its own behalf, the Reseller also agrees to be bound by the terms of this agreement for transactions entered into on its behalf by anyone acting as its Agent.

Therefore, the Registrar and the Reseller agree as follows:

1. **Products and Services** – Subject to the terms and conditions of this Agreement, CTM Communications Limited grants the Reseller a non-exclusive, non-transferable license to resell the Human Resource Manager Software and support worldwide.
2. **Price** - Subject to the terms and conditions of this Agreement, the Reseller acknowledges that all prices, discount rates and transaction fees are subject to change.
 - i. CTM Communications Limited will provide its product and services to the Reseller according to the CTM Communications Limited reseller price list.
 - ii. The Reseller authorises CTM Communications Limited to charge each reseller the amounts as detailed on the Human Resource Manager Reseller price list.
 - iii. Fraudulent Transactions. The Reseller agrees to hold CTM Communications Limited unharmed and to indemnify CTM Communications Limited for and against transactions processed that are fraudulent in nature. These fraudulent transactions could result from, but are not limited to, the use of stolen or misappropriated credit cards.
3. **Money Back Guarantee & Refund Policy** – Your customer has a 30 day trial period before committing to purchase Human Resource Manager, once your customer has received an activation code it is deemed the Human Resource Manager software is "fit for purpose" and no refund will be given.
4. **Termination** – Either party may terminate this Agreement for a material breach of contract by the other party that has not been resolved within 30 days. Either party must notify the other of such material breach in writing. Or, either party may terminate this Agreement with a 30-day written notice. Upon termination.
5. **Restriction of Service; Right of Refusal** - The Reseller agrees that CTM Communications Limited, in its sole discretion and without liability to the Reseller, may terminate this Agreement for if the Reseller is found to be using CTM Communications Limited products and services in association with unsolicited commercial e-mail ("spam") or morally objectionable activities. Morally objectionable activities will include, but not be limited to: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United Kingdom and other territories in which the Reseller conducts business; activities designed to encourage unlawful behaviour by others, such as hate crimes, terrorism and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; and activities designed to harm minors in any way. In the event CTM Communications Limited terminates this Agreement for spam or morally objectionable activities, no payment will be issued.
6. **Branding** – CTM Communications Limited does NOT authorise the Reseller to co-brand the product or services by using CTM Communications name and logo along with the Reseller's name and logo unless written agreement is given by CTM Communications Limited.
7. **Marketing Rights** –CTM Communications Limited will not market to the Reseller's customers where a list of these customers is provided by the Reseller.
8. **Technical Support** – CTM Communications Limited will provide technical support to the Reseller. CTM Communications Limited will provide technical support to its customers through the www.hrmssoft.co.uk web interface, E-mail and telephone support.
9. **Notices** – The Reseller agrees that all notices (except for notices concerning breach of this Agreement) from CTM Communications Limited to the Reseller will be emailed and will be deemed delivered within five (5) days after the posting. Notices concerning breach of this Agreement will be sent either to the e-mail address that the Reseller has on file with CTM



Communications Limited or mailed by recorded delivery to the postal address that the Reseller has on file with CTM Communications Limited Ltd. In both cases, delivery shall be deemed to have been made five (5) days after the notice was sent. Notices from the Reseller to CTM Communications Limited should be recorded delivery, sent to the address within this agreement.

- 10. **No Solicitation** – The Reseller agrees that it will NOT approach CTM Communications Limited employees with proposals to hire them as its own employees or contractors. If the Reseller were to hire any of CTM Communications Limited employees, the Reseller agrees to pay CTM Communications Limited for each employee hired the greater amount of three years salary that the Reseller is to pay such employee, or £100,000.
- 11. **Limited Liability** – CTM Communications Limited shall not be liable under any circumstances for any special, consequential, incidental or exemplary damages arising out of or in any way connected with this Agreement or the Human Resource Manager software and services, or other services and products the Reseller may choose, including but not limited to: damages for lost profits, loss of use, lost data, loss of privacy, damages to third parties. This limited liability clause shall apply even if CTM Communications Limited has been notified of the possibility of any claims. In no event shall CTM Communications Limited maximum liability exceed the total amount paid by the Reseller for the service or the product. CTM Communications Limited liability is limited to the extent permitted by law that do not allow the exclusion or limitation of liability for consequential or incidental damages.
- 12. **Modification** – This Agreement and its Attachments are subject to change. The Reseller will be notified of such changes as they occur via the e-mail contact supplied during the reseller signup process.
- 13. **Assignment** – The Reseller may not assign its rights or duties under this Agreement to another individual or entity without the expressed written consent of CTM Communications Limited, which will not be unreasonably withheld. CTM Communications Limited may assign its rights and obligations under this Agreement without notice, as long as, the products and services continue to operate as outlined in this Agreement.
- 14. **Severability** – The terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the Agreement will be interpreted in accordance with the applicable law as closely as possible in line with the original intention of both parties of the Agreement. The remaining terms and conditions of the Agreement will remain in full force and effect.
- 15. **Entirety** – This Agreement constitutes the entire understanding and contract between the parties and supersedes any an all prior and contemporaneous, oral, or written representations, communication, understandings, and agreements between the parties with respect to the subject matter herein.

Nothing in this Agreement, expressed or implied, shall be deemed to confer any rights or remedies upon, nor obligates any of the parties hereto, to any person or entity other than such parties, unless so stated to the contrary.

Each of the parties, to this Agreement represents and warrants that it has full power to enter into this Agreement and has not assigned, encumbered, or in any manner transferred all or any portion of the claims covered by this Agreement.

On behalf of the Reseller

On behalf of CTM Communications Limited

Authorised signature: _____

Authorised signature: _____

Name: _____

Name: _____

Reseller: _____

Position: _____

Date: _____

Date: _____