



<b>DEALER ID NUMBER</b> (Office use only)	Representative Name:
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**RESELLER BUSINESS INFORMATION**

Business Name:		Owner Name:	
Address:		Owner Drivers License Number & State:	
City	State	Zip	Owner SSN:
Phone Number:		Business EIN:	
Fax Number:			
Cell Phone:	Email:	Website:	

**RESELLER TERMS & CONDITIONS**

**Recitals**

paymentAccess is engaged in the business of marketing an on-demand, internet based gateway sold on an access/subscription basis to merchants to allow them to process their credit card transactions. paymentAccess is a dba of GoToBilling, Inc., a Montana business corporation, and is a marketing identity developed specifically for the reseller community of credit card ISOs and MLS to sell a credit card payment gateway to merchants. paymentAccess wishes to expand its merchant base by retaining Reseller to market the services described in this paragraph to prospective merchants.

**Appointment & Acceptance**

Subject to the terms and conditions of this Agreement, paymentAccess hereby appoints Reseller as an independent contractor to market the paymentAccess gateway and related services. Reseller accepts appointment as an independent Reseller of these services, and agrees to comply with the terms and conditions of such appointment as set forth in this Agreement.

**Term**

The term of this Agreement shall be for one (1) year beginning on the date signed. The term shall automatically renew for successive one-year periods (each a "Renewal Term") unless the Agreement is terminated by either party upon written notice to the other party thirty (30) days prior to the expiration of the Initial Term or prior Renewal Term, as the case may be.

**Termination**

Termination of this agreement shall be immediate by written notice if Reseller engages in practices that involve elements of misrepresentation, fraud, or conduct that paymentAccess reasonably deems to be potentially injurious to paymentAccess, paymentAccess customers, other paymentAccess resellers or any governing association or regulatory authority. Either party may terminate this Agreement without cause by giving 30 days written notice to the other party. Non-solicitation of Merchants: Reseller agrees that for a period of three (3) years after the expiration or termination of this Agreement, Reseller shall not directly solicit any Merchant, who was procured by Reseller and is a customer of paymentAccess as of such termination date to terminate such Merchant's agreement with paymentAccess for services.

**Commissions**

paymentAccess agrees to pay Reseller commissions monthly via ACH transfer based on Schedule A buy rate pricing for all merchants Reseller procures. paymentAccess reserves the right to revise the pricing of Schedule A at any time. paymentAccess shall promptly advise Reseller of any changes to Schedule A and the effective date of such changes with a 30-day notice. paymentAccess will make available to Reseller via the Account Management Module a complete report of all billing activity resulting from the business relationship between paymentAccess and Merchants signed by Reseller. Reseller must report any perceived errors in commissions to paymentAccess within thirty days of payment or paymentAccess shall have no obligation to adjust. Minimum commission payout is \$25 per month so paymentAccess is not obligated to pay the monthly commission unless the monthly commission amount is over \$25.

**Indemnity**

Reseller agrees to indemnify, defend, and hold harmless paymentAccess(GoToBilling, Inc.) its officers, directors, employees, agents, subsidiaries, successors, and assigns, from and against any loss, liability, action, proceeding, damage, penalty, claim or expense suffered or incurred, directly or indirectly, by any of them arising out of or resulting from: (i) Reseller's activities conducted pursuant to this Agreement, or other conduct, action, inaction, negligence, misrepresentation or fraud by Reseller or its principals, officers, agents or employees; (ii) any false or misleading warranty or representation made by Reseller or its principals, officers, agents or employees to paymentAccess or to any third parties; (iii) any failure by Reseller to perform its obligations under this Agreement; (iv) any requirement, claim or obligation relating to Reseller, its agents, employees or representatives and the course of their employment, working conditions, wages or compensation. Without limiting the scope of the foregoing indemnification agreement, Reseller shall reimburse paymentAccess(GoToBilling, Inc.) for any and all fines and penalties imposed upon paymentAccess(GoToBilling, Inc.) by any regulatory authority as a result of any action, inaction, negligence or fraud by Reseller or any of its principals, officers, agents, employees or representatives.

**Confidentiality**

Reseller expressly acknowledges that the proprietary and confidential information furnished to Reseller by paymentAccess and Merchants in connection with the negotiation, performance, and administration of this Agreement has commercial value and is proprietary to paymentAccess and the Merchants. Reseller agrees not to disclose such proprietary and confidential information except to the extent necessary to effectuate the transactions and business relationship contemplated by this Agreement.

**Dispute Resolution; Arbitration**

Negotiation: The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives who have authority to settle the controversy. If the matter cannot be resolved by negotiation the parties may by mutual agreement refer it to mediation. A request for mediation by one party shall be acknowledged by the other party within seven (7) days and shall not be refused unreasonably. The mediator shall be chosen by mutual agreement of the parties. The costs of the mediation, including the mediator's fee, shall be borne in equal shares between the parties. Arbitration: Any disputes not resolved by negotiation that involve the parties, or arise out of or relate to this Agreement, its execution, or performance hereunder, shall be settled by final and binding arbitration before the American Arbitration Association ("AAA") or its successor. Either party may submit the dispute for arbitration by filing a written demand therefore with the AAA and serving the demand therefore on the other party. All arbitration hereunder shall be governed by the expedited commercial arbitration rules of the AAA in effect at the time the arbitration commences. The arbitrator shall determine whether a dispute is subject to arbitration and resolve matters relating to discovery. The arbitrator may grant injunctive relief, but in no event will an arbitrator be empowered to award punitive or exemplary damages. Any arbitration pursuant to this agreement shall be conducted by one (1)



**RESELLER TERMS & CONDITIONS**

arbitrator selected by the parties, or, if the parties are unable to agree, by the AAA. The hearings in connection with any arbitration hereunder shall be conducted in Gallatin County, Montana, or in such other location as may be agreed upon by the parties and shall be held at such time and place selected by the arbitrator. Any decision of the arbitrator shall be in writing and a copy thereof shall be delivered to each of the parties within thirty (30) days of the conclusion of the hearings. The judgment upon the award rendered in any such arbitration shall be final and binding upon the parties and may be entered and enforced in any court having jurisdiction

**Controlling Law**

The validity, interpretation and performance of this Agreement and/or any amendment to this Agreement shall be governed exclusively by the laws prevailing in the State of Montana without reference to principles or laws relating to conflicts or choice of laws.

**Merchant Approval, Termination, etc.**

paymentAccess will enter into agreements with those Merchants that meet paymentAccess' standards for approval and acceptance. paymentAccess may disapprove a prospective Merchant procured by Reseller at the sole discretion of paymentAccess and the decision to approve or disapprove shall be final. paymentAccess may, in its sole discretion, terminate its business relationship with any Merchant at any time. Upon Merchant termination paymentAccess' continuing obligation to pay commissions to Reseller in connection with such terminated Merchant shall automatically cease.

**SIGNATURES**

Reseller hereby authorizes paymentAccess in accordance with this Agreement, to initiate debit/credit entries into my deposit account, as indicated above. This authority is to remain in full force and effect until (a) paymentAccess has received written notification from Reseller of termination of service in such a manner as to afford paymentAccess reasonable opportunity to act on it and (b) all obligations to paymentAccess that have arisen under this agreement have been paid in full. Commission and billing frequency shall be monthly and the billing method shall be by ACH. paymentAccess will not engage in selling merchant accounts to any merchant boarded through paymentAccess by Reseller.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES TO BE EFFECTIVE ON THE DATE BELOW.** All contracting parties completed all information contained in this application. Reseller, by their signature below, accepts all contractual aspects of this AGREEMENT.

**RESELLER**

**PAYMENTACCESS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Copy of Voided Business or Personal Check Here**