

RESELLER AGREEMENT

This RESELLER AGREEMENT ("Agreement") made and entered into on the _____ day of _____, 2006 by and between:

Provider

and

Reseller

National Consulting & Development Corp.
33801 Curtis Boulevard Suite 100
Eastlake, Ohio 44095
(hereinafter called "NCD")

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. NATURE.

- 1.1 **Nature of agreement.** NCD is a developer, distributor and service provider of electronic data/document processing products and services (mainly web repository and document conversion) and agrees to establish a reseller relationship as outlined below.
- 1.2 NCD agrees to provide the reseller NCD products/services pursuant to the terms and conditions hereof and the reseller will have the authority to sell NCD products/services subject to the following terms and conditions.

Section 2. TERM OF AGREEMENT.

- 2.1 Unless earlier terminated in accordance with the provisions hereof, this Agreement shall be effective for an initial term of One (1) year from _____ to _____ (the "Initial Term") and shall thereupon be automatically renewed for additional one (1) year renewal terms (each referred to as an "Additional Term") unless either NCD or Reseller notifies the other in writing of non-renewal at least ninety (90) days prior to the last date of any term of this Agreement then in effect.

Section 3. NCD AUTHORIZATION.

- 3.1 NCD hereby appoints Reseller as an authorized NCD Reseller to promote, sell and support NCD Products/Services and to provide support to its mutual customers in accordance with the provisions hereof.
- 3.2 **Limitations on Use of NCD name.** All NCD Products/Services are to be sold only under the NCD Products/Services name designated by NCD. Reseller shall not use NCD's corporate name, unless otherwise agreed upon by NCD in writing. Reseller shall not use NCD's corporate name or any NCD Products/Services name on its stationery or in its advertising without also having the words "An Authorized NCD Reseller" prominently displayed on such stationery or advertising.

Section 4. SALES STANDARDS.

- 4.1 **Resellers Best Efforts.** Resellers shall use its best efforts to market, sell and support NCD Products/Services including, but not limited to, soliciting purchasers and potential purchasers, maintaining adequate informed personnel, providing all customer support and providing sales and support training. Reseller assumes responsibility for support of its customers who purchased NCD Products/Services. Should a prospect call NCD directly, and NCD has not been notified this prospect is being solicited by the reseller, NCD reserves the right to directly sell that prospect NCD Products/Services.

Section 5. PRICE AND PAYMENT TERMS.

5.1 Reseller Price. Reseller shall insure that NCD will be compensated 80% for the customers first year of service and 90% for subsequent years of prices listed on the attached pricing schedules for repository storage and access services provided. Scanning, indexing, document preparation and related pre hosting document processing services on the e-Wix price schedule, will be compensated at 100% if NCD is required to provide these services.

Reseller will receive from NCD the following:

- a. customer number
- b. 24 hours a day, seven days a week direct BBS support;
- c. telephone support to Reseller, Monday through Friday from 8:30 a.m. to 5:00 p.m. eastern time, with the exception of legal holidays and holidays observed by NCD.

5.2 User Payments. Payment for e-WIX access and storage fees will be invoiced at the end of each month, net 15 days, directly to the user. Payment for scanning, indexing and related e-WIX pre hosting document processing fees and other NCD document processing service fees will be invoiced on the 15th and last day of each month, payable upon receipt.

5.3 Reseller Payments. Resellers share of fees collected from users will be mailed to Reseller within five days of NCD receipt.

Section 6. CONFIDENTIAL INFORMATION AND PROPRIETARY PROPERTY.

6.1 Proprietary Property. Reseller acknowledges that NCD Products/Services are comprised of computer programs (software) which are and shall remain the sole and exclusive proprietary property ("Proprietary Property") of NCD, whether or not such software is covered by patents or copyrights. Reseller shall not sell, use, or disclose to a third party any of NCD's Proprietary Property. Reseller agrees to keep confidential and to use its best efforts to protect the contents of NCD's Proprietary Property from unauthorized use and/or disclosure.

6.2 License. NCD hereby grants to Reseller a non-exclusive, non-transferable, fully paid upright and license to sell NCD Products/Services during the term of this Agreement.

6.3 Confidential Information. Reseller may acquire from NCD from time to time, as a result of this Agreement, certain NCD confidential business and marketing information, design information, or other material which is identified by NCD as "proprietary" or "confidential" ("Confidential Information"). Confidential Information is and shall remain the sole and exclusive proprietary property of NCD. Reseller shall not sell, use or disclose any of NCD's Confidential Information except with the prior written approval of NCD and Reseller shall use its best efforts to protect all NCD Confidential Information from unauthorized use and/or disclosure.

6.4 Return of Proprietary Information. Upon termination of this Agreement, Reseller shall promptly return to NCD all samples and documentation related thereto and the originals and all copies of all NCD Proprietary Products and Confidential Information. Reseller shall certify to NCD in writing of its compliance with the foregoing within fifteen (15) days of termination of the Agreement.

Section 7. NON COMPETE.

7.1 **Covenant Not to Compete.** During this Agreement, Reseller agrees not to enter into any business in any capacity which is in direct competition with the e-WIX repository services of NCD.

Section 8. WARRANTY.

8.1 **Disclaimer of Warranties.** EXCEPT AS SET FORTH IN THIS AGREEMENT, NCD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE NCD PRODUCTS/SERVICES AND HEREBY EXCLUDES AND DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE NCD PRODUCTS/SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND RESELLER EXPRESSLY WAIVES ANY AND ALL OTHER WARRANTIES. IN NO EVENT SHALL NCD BE LIABLE TO RESELLER FOR ANY LOST PROFITS OR FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

Section 9. TERMINATION.

9.1 **Breach and Cure; Termination.** Either party shall have the right to terminate this Agreement by notice in writing to the other party, of a breach by that party in any of the material terms hereof, on its part to be performed and observed, and fails to remedy such breach within sixty (60) days from such notice (such notice giving adequate particulars of the alleged breach and of the intention of the party serving the notice to terminate this Agreement under this Section 8.1)

9.2 **Limitation of Liability for Damages.** NCD shall not be liable for incidental, consequential, special or indirect damages, or for lost profits, or for business interruption losses in connection with this Agreement. Neither party shall be liable for any delay in fulfilling an obligation when such delay is due to matters beyond that party's control, such as Acts of God, strikes or other labor disputes, vandalism, disruption of facilities, natural disaster, or acts of government.

9.3 **Termination by NCD.** Notwithstanding the foregoing, NCD shall have the right to terminate this Agreement upon sixty (60) days written notice to Reseller and failure to cure within such sixty (60) day period for; (a) failure by Reseller to substantially comply with NCD Written Procedures as determined by considering Reseller's history of repeated customer complaints and lawsuits; (b) failure of Reseller to pay in full amounts owed to NCD in accordance with the terms of Section 5 hereof; (c) the insolvency of Reseller (however such insolvency may be evidenced); (d) the complete or partial liquidation or suspension of the business of Reseller; (e) the filing by or against Reseller of a voluntary or involuntary petition pursuant to any present or future federal or state law or decreed on the subject of bankruptcy or insolvency; (f) the institution of any proceeding by or against Reseller for any relief under any law relating to the relief of debtors, adjustments of indebtedness, reorganization, arrangements, compositions or extensions; (g) the making by Reseller of any assignment for the benefit of creditors or the application for the appointment of Reseller, or the appointment of any receiver of the property of Reseller; (h) the death or physical or mental incapacity of Reseller, if an individual; (i) if Reseller is a partnership, the dissolution of said partnership by death or incapacity of a partner or otherwise; (j) if Reseller is a corporation, the dissolution thereof; (k) an attempted assignment of this Agreement in breach of Section 12.1 and (l) a direct or indirect transfer (by operation of law or otherwise) of any capital stock, partnership or other ownership interest in, or a substantial change in the present management of, Reseller without NCD's prior written consent. Reseller agrees to give NCD immediate notice of any event triggering such an automatic termination of this Agreement.

- 9.4 **Reseller Obligations After Termination.** Termination of this Agreement shall not release Reseller either from payment of any amounts which may then be owing to NCD, which amounts shall become immediately due and payable, or from any other liability or obligation incurred hereunder prior to such termination.

Section 10. RESELLER, AN INDEPENDENT CONTRACTOR.

- 10.1 **Reseller as Independent Contractor.** Reseller shall be an independent contractor hereunder, and shall in no way and for no purpose become or be considered NCD's employee or agent under or by virtue of this Agreement. Reseller is not authorized to enter into agreements for or on behalf of NCD, or otherwise to bind NCD in any way without NCD's written consent to such agreement. Reseller is not authorized to accept service of process on behalf of NCD, or otherwise to act on behalf of NCD, except as expressly provided in this Agreement.

Section 11. INDEMNIFICATION.

- 11.1 **Indemnification.** Reseller shall, at its own expense, defend, indemnify and hold NCD harmless from and against any claim, loss, liability, cost or expense (including attorneys' fees and other litigation or settlement costs) arising out of or relating to Reseller's acts or omissions with respect to NCD, NCD Products/Services or Customers and any damages of any kind resulting directly or indirectly therefrom to NCD or NCD Customers.

Section 12. ASSIGNMENT.

- 12.1 **Assignment of Reseller.** The right to sell NCD Products/Services herein granted to Reseller is personal to Reseller as it is presently constituted, and is granted in reliance upon the continued participation of the present management of Reseller; and this Agreement may not be assigned or transferred by Reseller, in whole or part, to any other person(s) or entity(ies) without NCD's prior written Consent, and any such attempted assignment or transfer in the absence of such prior written consent shall be null and void and of no force or effect without regard to whether such attempted transfer is direct or indirect, such as by sale of all or substantial part of the assets of Reseller, by an assignment or transfer (by sale, merger or otherwise) of capital stock, partnership or other ownership interest in Reseller, or by substantial change in the executive officers or other key management personnel of Reseller. Notice of any such proposed sale of assets, transfer of ownership interest and change in management shall be promptly given to NCD.
- 12.2 **Assignment by NCD.** This Agreement may be assigned by NCD in whole or part, without any notice to or the consent of Reseller.

Section 13. RESPONSIBILITY FOR TAXES AND COMPLIANCE WITH LAWS.

- 13.1 **Responsibility for Taxes and Compliance With Laws.** Reseller shall be solely liable for the collection and payment of any sales, use, occupational or other taxes, assessments, licenses, duties or other charges assessed, levied, imposed or collected by any state or political subdivision thereof, or any municipality therein, arising from the sale, use, possession, ownership or storage of NCD Products/Services purchased by Reseller.

Section 14. NOTICES.

- 14.1 **Notices.** Any notice or other communication required or permitted to be given hereunder shall be mailed (registered or certified mail) or delivered by hand to the respective party at its address indicated at the beginning of this Agreement. Any notice, if so mailed, shall be deemed given when deposited in the U.S. mail, if delivered by hand, when received. Either party may change the address to which notice is to be given by notice as provided herein.

Section 15. CONFIDENTIALITY.

15.1 **Confidentiality.** This Agreement shall be confidential to the parties hereto and shall not be disclosed to any other person or entity without the prior written consent of the undisclosing party.

Section 16. GOVERNING LAW.

16.1 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

Section 17. ENTIRE AGREEMENT, AMENDMENT AND WAIVERS.

17.1 **Entire Agreement, Amendment and Waivers.** This Agreement and Exhibit A (e-WIX price schedule) and Exhibit B (NCD ASP policy) embodies the entire agreement and understanding of the parties with respect to the subject matter hereof, and is intended as the exclusive statement of the terms relating to the agreement of the parties with respect to said subject matter. This Agreement cancels and supersedes all previous oral or written agreements and understandings between the parties, and any prior oral or written representations of the parties, relating to the subject matter of this Agreement. Except as otherwise expressly provided herein, the terms and provisions of this Agreement may only be modified, amended or waived by a written instrument executed by NCD and Reseller, or – in a case of a waiver – by the party waiving compliance. The waiver by either party of a breach of any provision herein shall not constitute or imply a waiver of any subsequent breach of such provision of the waiver of any other right or interest hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

RESELLER

By: _____
(Signature) (Title)

(Name Printed) (Date)

NATIONAL CONSULTING AND DEVELOPMENT CORPORATION

By: _____
(Signature) (Title)

(Name Printed) (Date)