

RESELLER AGREEMENT

This Reseller Agreement (“Agreement”), dated as of the ____ day of Month, Year, is made by and between DW Data, Inc., a Delaware corporation (“DW”), and the person or entity who registers to become a reseller under the Business Builder Reseller Program (“Representative”).

WHEREAS, DW is in the business of, among other things, designing, creating and hosting websites;

WHEREAS, DW desires to engage Representative as its reseller; and

WHEREAS, Representative desires to become DW's reseller.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. DW Reseller. During the Term (as hereinafter defined), DW and Representative agree that Representative will act as DW’s non-exclusive independent reseller for DW’s website design and hosting business (the “Services”).

2. Conduct of Business. Representative will use its good faith, commercially reasonable efforts and devote such time as may be necessary to solicit, promote and sell the Services. Representative shall abide by DW’s policies and procedures in connection with the sale of the Services and communicate the same to DW’s customers and potential customers.

3. Quotes; Acceptance of Contracts. DW will provide Representative with price quotations, performance dates and other terms and conditions (each a “Quote”) for the Services for each customer procured by Representative (collectively, “Customers”). Without the prior consent of DW, Representative agrees to provide prospective Customers of the Services only the Quotes provided by DW and Representative shall not have the authority or ability to modify any Quotes. All orders to purchase the Services shall be in writing upon form sales orders provided or approved in writing by DW (“Sale Orders”). Sale Orders shall not be binding upon DW unless and until accepted by DW. Representative is not authorized to cancel or rescind complete or incomplete Sale Orders. DW shall invoice Customers directly and Representative agrees, upon the request of DW, to help in collection of accounts due DW on sales made by it.

4. Commissions.

(a) Commissions. During the term of this Agreement, DW will pay to Representative a commission on sales of the Services as set forth on Exhibit A attached hereto (“Commission”).

(b) Earned Commissions. Commissions shall be earned and accrue to Representative upon DW’s collection of set up fees and hosting fees as described in Exhibit A attached hereto (“Net Fees”). Representative shall not be deemed to have earned Commissions paid or credited to Representative with respect to Net Fees paid to

DW which are subsequently returned, refunded or credited to Customers (“Unearned Commissions”). Representative shall pay to DW on demand Unearned Commissions paid to Representative, or DW may deduct any such Unearned Commissions from any sums due Representative, including without limitation, Commissions payable.

(c) Payment of Commissions. Commissions earned and accrued during a calendar month, less any applicable Unearned Commissions shall be paid by DW to Representative on the last day of the calendar month immediately following such calendar month. Along with the payment of each Commission, DW will deliver to Representative applicable data and a calculation supporting the Commission payment.

5. Term and Termination of Agreement. This Agreement shall be effective as of the date hereof and shall continue in effect until one year after the effective date of the Agreement (the “Term”). In the event either party breaches or fails to perform its obligations under this Agreement, and such breach or failure continues unremedied for 15 days after written notice to the defaulting party describing such breach or failure in reasonable detail, the non-defaulting party may terminate this Agreement. Notwithstanding the termination of this Agreement, Representative shall continue to receive Commission payments after the termination of this Agreement so long as DW continues to receive Commissionable payments from the Customer.

6. DW Intellectual Property. During the Term, Representative is granted the non-exclusive privilege of using trademarks, service marks, copyrighted materials, trade names, logos and other words or marks which DW may use in connection with the sale of the Services (the “Intangible Properties”). Representative acknowledges and agrees that (a) Representative shall promptly discontinue the use of all of the Intangible Properties upon the termination of this Agreement, (b) none of the Intangible Properties may be used as a part of the name under which Representative’s business is conducted, (c) upon termination of this Agreement, the Representative’s rights under this Section 6 shall terminate and Representative will immediately discontinue all use of the Intangible Properties and will discontinue holding itself out as a representative for DW and the Services, (d) all use of the Intangible Properties will inure to the benefit of DW, and (e) Representative will promptly notify DW in writing of any actual or alleged infringement of any of the Intangible Properties, stating with particularity the facts on which the infringement is based.

7. Confidentiality. Representative acknowledges and agrees that (a) during and after the Term of the Agreement, Representative shall not directly or indirectly make use for its own benefit or for the benefit of any person, firm, corporation, or other entity, other than DW, and its affiliates, any secret or confidential information, customer lists, supplier information, solicitation methods, price list or any other data of or pertaining to DW, or to an affiliate thereof, its business and financial affairs, or the Services (collectively, “Confidential Information”), (b) regardless of any act or omission of either party hereunder, the Confidential Information is and shall remain the sole and exclusive property of DW, and (c) upon request of DW and in any event upon termination of this Agreement, Representative will immediately deliver to DW all the papers, lists, correspondence and documents relating to the Confidential Information, together with all copies thereof. Representative acknowledges and agrees that any breach by it or any of its agents or employees, of this Section 7 will result in irreparable injury to DW for which money

damages will not adequately compensate DW. In the event of such breach, DW shall be entitled, in addition to any other rights or remedies which it may have at law or in equity, to have an injunction issued by any competent court enjoining and restraining Representative and/or any other person involved from continuing such breach, without the necessity of posting a bond.

8. Independent Contractor. Representative is, and shall function as, an independent contractor and is not an agent or employee of DW. As such, Representative agrees to pay all expenses incurred in the operation of its business, including, but not by way of limitation, all cost of maintaining a place of business, salaries, traveling expenses, and compensation paid to other salesmen employed by Representative, and taxes on its business income. It shall have no power or right to bind DW in any way, to sign DW's name to any lease, contract or agreement of any type or incur any liability or obligation of any type in the name of, or on behalf of, DW, nor shall DW be responsible for any of Representative's actions or representations.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for its conflict of laws provisions.

10. Notices. All notices and other communications required hereunder shall be in writing and deemed to have been given when personally delivered, three days after being mailed by certified mail, postage prepaid, one day after being sent by Federal Express or other nationally recognized overnight courier, or upon delivery by telecopy, confirmed receipt, to the address or telecopy number set forth herein, or to such other address as either party may direct by written notice to the other party.

11. Miscellaneous. The rights granted Representative under this Agreement shall be personal and nonassignable. Any attempted assignment, whether voluntary or involuntary or by operation of law, including but not limited to bankruptcy, insolvency, or receivership, shall be void and of no force or effect. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. This Agreement supersedes any and all other agreements and understandings heretofore existing between Representative and DW with respect to the subject matter hereof. In the event of any conflict between the provisions of this Agreement and the provisions contained in any other contract or sales order used by DW, the provisions of this Agreement shall control. This Agreement contains the entire agreement of the parties concerning the subject matter hereof and may be amended, modified, or changed only by an agreement in writing signed by each of the parties. The provisions of this Agreement shall be severable, and the invalidity of any provision shall not affect the validity of the other provisions. This Agreement may be executed in counterparts and by facsimile, each of which shall be deemed an original but both of which shall constitute one and the same Agreement. The rights of the parties hereunder shall survive termination of this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunder caused their names to be subscribed hereto by a duly authorized officer on the date first set forth above.

DW DATA, INC.

REPRESENTATIVE

By: _____

By: _____

Its: _____

Its: _____

Address:

Address:

EXHIBIT A

COMMISSIONS

For services rendered, Representative shall be entitled to compensation from DW as follows:

- (i) 50% of the setup fees DW collects from Customers; and
- (ii) 50% of the hosting fees DW collects from Customers.