

JiPOS ERP Reseller Partnership Agreement

This Reseller Agreement (“Agreement”) is made and entered into on this day _____ of _____, **20**_____, by and between:

iOSoft Solutions Limited

P.O. Box 30054 - 00100, Nairobi, Kenya
(Hereinafter referred to as “the Company”)

AND

Reseller Name

P.O. Box _____, [City], [Country]

Phone no: _____

Website: _____

(Hereinafter referred to as “the Reseller”)

Together referred to as “the Parties.”

1. Purpose

The purpose of this Agreement is to establish a partnership between iOSoft Solutions LTD and the Reseller for the promotion, marketing, and sale of JiPOS ERP software solutions within the Reseller’s designated market or territory.

2. Appointment

iOSoft Solutions LTD hereby appoints the Reseller as a **non-exclusive partner** authorized to market and sell JiPOS ERP software and related services under the terms set forth in this Agreement.

3. Commission and Pricing

- a. The Reseller shall be entitled to a **15% commission** on every successful sale generated and paid for.
 - b. Alternatively, the Reseller may choose to **set their own markup** above JiPOS's standard retail price, provided that the base JiPOS ERP price remains unchanged.
 - c. iOSoft Solutions LTD reserves the right to adjust its base pricing or product packages upon written notice to the Reseller.
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4. Payment Terms

- a. Commissions will be payable **within 10 working days** after iOSoft Solutions LTD has received full payment from the client.
 - b. Where the Reseller applies their own markup, iOSoft Solutions LTD will invoice the Reseller at the base rate, and the Reseller shall bill their client directly.
 - c. All payments shall be made via bank transfer or M-Pesa to the account details provided in writing by each party.
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5. Responsibilities of the Reseller

The Reseller agrees to:

- Actively market JiPOS ERP through their channels and networks.
 - Provide accurate product information to potential clients.
 - Maintain professionalism and uphold iOSoft Solutions LTD's brand integrity.
 - Notify iOSoft Solutions LTD of all potential leads and closed deals.
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6. Responsibilities of iOsoft Solutions LTD

iOsoft Solutions LTD shall:

- Provide marketing materials, product information, and sales support.
 - Offer necessary technical support to Reseller and referred clients.
 - Update the Reseller on product changes, promotions, and pricing.
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7. Term and Termination

- a. This Agreement shall commence on the date of signing and remain in effect for **one (1) year**, automatically renewable unless terminated by either party with **30 days' written notice**.
 - b. Either party may terminate this Agreement for breach of terms or misconduct that damages the reputation or interests of the other party.
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8. Confidentiality

Both parties agree to maintain confidentiality of all business, client, and technical information shared during the course of this Agreement and not to disclose such information to any third party without prior written consent.

9. Limitation of Authority

The Reseller shall act as an independent contractor and not as an employee or agent of iOsoft Solutions LTD. The Reseller shall have no authority to make representations or commitments on behalf of iOsoft Solutions LTD unless expressly authorized in writing.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **Republic of Kenya**, and any disputes arising shall be subject to the jurisdiction of the Kenyan courts.

11. Acceptance and Signatures

By signing below, both parties acknowledge that they have read, understood, and agreed to the terms of this Agreement.

For JiPOS (Iosoft Solutions Ltd.)

Name:

Title:

Signature:

Date:

For Reseller

Name:

Title:

Signature:

Date:

