



## RESELLER AGREEMENT

This Agreement has been made on \_\_\_\_/\_\_\_\_/\_\_\_\_,

### BETWEEN

**Epic 5 Pte Ltd.**, whose address is, 10 Anson Road #10-11, International Plaza, Singapore 079903,  
(hereinafter referred to as “Epic 5”)

### AND

\_\_\_\_\_  
Whose address is, \_\_\_\_\_

(hereinafter referred to as “**Reseller**”)

(Collectively “parties” or individually a “Party”)

### 1.0 Recitals

(a) Epic 5 Pte Ltd provides Hosted IP based Telephony Services; and (b) Reseller and Epic 5 desire to enter into an arrangement whereby Reseller will purchase Services from Epic 5 at a discounted rate and resell these services to their customers and provide their customers with service and support.

### **2.0 Provision of Services**

#### **2.1 The Offer**

Epic 5 agrees to offer discounted rates on the International termination rates and IP telephone subscription for Registered Reseller signed up as Enterprise Package

- The discounted minutes / subscription may be sold to the reseller’s customers by using products offered by Epic 5. The products would be made available to the reseller through the Reseller website which will be Designed, Developed and hosted by Epic 5.
- Epic 5 will provide all features and benefits which are discussed with sales personal and customer has to pay amount of money before start the service. Additionally there will be a setup fee, monthly fee or setup and monthly fee to start service with Epic 5.
- Products offered by Epic 5 would be provisioned to the reseller upon request and arranged prior to registration on the Reseller deployment form.

## 2.2 Program Participation

Reseller is granted non-exclusive rights to the Private Label Program and agrees to abide by all terms and conditions of this agreement.

Reseller must be eighteen (18) years or older to participate in the Private Label Program.

## **3.0 Term and Termination**

### **3.1 Term of Agreement**

This Agreement shall be effective for two (2) years from the date first set forth herein, and shall automatically be extended for a successive thirty (30) day period until the end of the term or extension period, as the case may be, which terminates at least sixty (60) days after the date that either party gives written notice of termination to the other party. A processing fee of US\$ 100.00 would be charged from the Reseller if the Reseller wishes to terminate Epic 5 services before the successful completion of this agreement.

### **3.2 Termination for Cause**

In addition to all other remedies, which may be available to the party, either party may, within seven-(7) days' written notice to the other party, terminate this Agreement for any material breach of the terms hereof.

### **3.3 Termination for Other Specified Reasons**

In the event either party ceases conducting business in the ordinary course; becomes insolvent; makes a general assignment for the benefit of its creditors; files a petition seeking or acquiescing in any relief for itself under any present or future federal, state or other statute or law relating to bankruptcy, insolvency or other relief for debtors; seek or consent to or acquiesces in the appointment of any trustee, receiver or liquidator of all or any part of its business or property; or admits in writing its inability to pay its debts generally as they become due, this Agreement shall be automatically and immediately terminated.

Signature: **Epic 5-**

**Reseller –**

**4.0 Relationship of Parties**

Reseller and Epic 5 are each independent contractor, and nothing herein contained shall be construed to imply the existence of a partnership or joint venture between them, or to make either one an agent of the other. The use of the term "reseller" is not intended in any way to constitute any type of legal partnership whatsoever between Epic 5 and Reseller. The relationship between Epic 5 and Reseller is that of an independent party contractor only, and is NOT an employer-employee, partner, principal-agent or joint venture.

**5.0 Law Governing**

This Agreement shall in all respects be interpreted, governed, construed and enforced by and under the laws of the Republic of Singapore.

**6.0 Entire Agreement: Modification: Waiver**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing by the party making the waiver.

**7.0 Miscellaneous**

Misuse of the Epic 5 Private Label Program in a manner other than intended will result in termination of reseller account.

**8.0 Force Measure**

Neither party is responsible for failure or delay in performance caused by acts of God, strikes, floods, fire, war, public enemy, electrical or equipment failure, failure of third parties or any event beyond reasonable control.

Signature: **Epic 5-**

**Reseller –**

**9.0 Liability and Guarantee**

The Reseller agrees that the use of the Site and Private Label Program is entirely at the Reseller's own risk. The Site and Private Label Program is provided on an "as is" basis without warranties of any kind, either expressed or implied, constructive, or statutory, including, without limitation, any implied warranties of merchantability, non-infringement or fitness for a particular purpose. Epic 5 makes no guarantee of availability of service and reserves the right to change, withdraw, suspend, or discontinue any functionality or feature of the Epic 5 service. In no event will Epic 5 be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential, or punitive damages arising out of the use of or inability to use Epic 5's services or any content thereon. This disclaimer applies, without limitation, to any damages or injury, whether for breach of contract, tort, or otherwise, caused by any failure of performance; error; omission; interruption; deletion; defect; delay in operation or transmission; computer virus; file corruption; communication-line failure; network or system outage; or theft, destruction, unauthorized access to, alteration of, or use of any record.

**10.0 Indemnity**

Epic 5 shall not be held liable for any fraud that any reseller's customers commit in relation to their accounts. Since all content is provided by the reseller Epic 5 would not be responsible for any defamatory or unlawful material contained within the resellers Web pages.

**11.0 Settlement and Payment**

Enterprise\_Resellers shall initially provide prepayment in the form of cash, equal to USD 549.00. If failure to maintain a positive credit balance on this account will subject to immediate suspension of services. Resellers may view their credit balance on the VSR interface. In case of Reseller want to terminate the service with Epic 5 for any reason, Setup charges and or any other related payments would not be refunded under this agreement. All banking charges would have to be borne by the Reseller for the refund.

Signature: **Epic 5-**

**Reseller –**

## **12.0 Billing**

Unless otherwise stated in the attached Rate Sheet, calls shall be billed in per second increments with per second minimum.

All rates are in US Dollars, per minute, and are subject to change.

Per call billing will be calculated by multiplying the time that the call is connected (rounded up to the nearest whole second) by the relevant per-minute rate (rounded up to the nearest 100th of a cent/pence) and rounding the result to the nearest 100 th of a cent/pence. Calls will be summarized on a route basis and billed rounded to the nearest whole pence or cent.

## **13.0 Network Security**

The Parties will cooperate on all issues related to fraud, misuse or damage of data and the network. The Parties will inform each other on the occurrence of such event in due course, exchange all necessary and relevant data, including but not limited to customer information, and will jointly discuss and work out measures either to prevent or eliminate such fraud, misuse or damage. Each Party's obligation hereunder to transfer information to the other Party shall not apply to the extent that a Party is prohibited from doing so by relevant security laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Signed by	}	
For and on behalf of		
Epic 5 Pte Ltd		_____
(Called Epic 5 here in)		Title :- Chief Executive Officer

For and on behalf of	}	_____
(Called Reseler here in)		Name :-
		Title : -