

Reseller Agreement

This RESELLER AGREEMENT ("**Agreement**") is made and entered into as of this day, _____ (the "**Effective Date**") by and between, GlobalR, LLC, a Company, having its principal place of business at 13 Mimosa dr., Rio Grande, New Jersey 08242, USA (collectively "**GlobalR**") and _____, a _____, having its principal place of business at _____ ("**Reseller**").

Background

- A. GlobalR is the registry of several SLDs listed in here: <http://globalr.com/all-domains.php>, and registrar of .AM and .GE ccTLDs and is in the business of registering and managing domain names.
- B. GlobalR operates under its own policies concerning its own SLDs as well as .AM and .GE ccTLD registry agreements.
- C. GlobalR offers second level domain ("SLDs") registration services under its own policies as well as country-code top level domain ("ccTLDs") registration services under .AM and .GE ccTLD registry accreditations and partnerships. GlobalR also offers trustee services, domain transfer services and other related services ("Related Services"), through its websites as well as a back-end domain administration and management console to its customers.
- D. Reseller wishes to resell SLDs and ccTLDs as well as Related Services, in accordance with the terms of this Agreement through its website:

[_____]

NOW THEREFORE, in consideration of the covenants, representations and warranties contained herein, and intending to be legally bound hereby, GlobalR and Reseller agree as follows:

1. Definitions

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:

"**Domain name**" means SLD(s) and ccTLD(s), inclusive of second-level and third-level domain names in the same categories, as well as additional SLDs and ccTLDs as may become available for registration from time to time.

"**Trustee Services**" means local presence trustee services used to satisfy registration requirements of certain ccTLDs.

"**Proxy Services**" means WHOIS masking or shielding services to protect registrants' identities in public databases. Proxy services are not designed to shield Registrant's identity from law enforcement or 3rd parties entitled to such information by law, agreement or regulation.

"**Services**" means services inclusive of Domain registrations, Trustee Services, Proxy services, Domain transfer services and Related Services as well as technical support.

"**Registry**" means the entity, specific to each TLD or SLD, which receives Domain Name registration instructions from Registrars and is responsible for central operations and maintenance of each TLD's or SLD's central database, regulations, and requirements.

"**Registry Requirements**" means requirements and regulations governed by ICANN and/or each respective TLD or SLD Registry. Registry Requirements are updated from time to time, sometimes, without notice. There are the regulatory updates over which GlobalR does not have control and will make every effort to notify you as soon as reasonably possible if not able to in advance.

"**Registrant**" is a registered name holder of a domain name.

"**Reseller Price List**" means the price list for Services which Reseller will pay GlobalR for Services offered by GlobalR under this Agreement. This is available in the Reseller Panel and at checkout.

"**Reseller Panel**" means the control panel provided by GlobalR used by the Reseller to manage its account with GlobalR.

"**Reseller API**" means the API (application programming interface) utilized by the reseller for communication with GlobalR's search, registration and domain name management systems.

"Name Server Hosts" means a domain name used for a functioning domain name server.

"UDRP" means the Uniform Domain Name Dispute Resolution Policy. This policy is required by ICANN-sponsored top level domain name registries for dispute resolution.

"URS" means the Uniform Rapid Suspension system. This policy is required by ICANN-sponsored new top level domain name registries for dispute resolution.

"Normal Business Hours" means 8:00 a.m. to 4:00 p.m., GMT standard, on weekdays, but excluding Saturdays, Sundays and all holidays observed by GlobalR.

2. Reselling for GlobalR

- 2.1 GlobalR agrees to provide Services to Reseller and Reseller's customers according to GlobalR's and each ccTLD Registry's respective terms and conditions.
- 2.2 GlobalR will provide Reseller access to the registration system of GlobalR as well as the Reseller Panel for the purpose of purchasing, administration, and transfer of Domains.
- 2.3 Reseller is authorized to sell GlobalR's Services through their website listed in Background Section D above. Additional websites must be authorized by GlobalR in writing.
- 2.4 Reseller is responsible for adhering to all ICANN, ccTLD Registry and GlobalR requirements at all times including, but not limited to:
- 2.4.1 Reseller is prohibited from displaying the ICANN or ICANN-Accredited Registrar logo or representing itself as accredited by ICANN unless it has written permission from ICANN to do so.
- 2.4.2 Any registration agreement used by Reseller shall include all registration agreement provisions and notices required by the ICANN Registrar Accreditation Agreement and any ICANN Consensus Policies, and shall identify the sponsoring registrar as GlobalR, LLC, or provide a means for identifying the sponsoring registrar as GlobalR, LLC, such as a link to the InterNIC Whois lookup service found at <http://www.internic.net/whois.html>.
- 2.4.3 Reseller shall ensure that the identity and contact information provided by the Customer underlying any privacy or proxy registration service offered or made available by Reseller in connection with each registration is accurate according to registry and ICANN WHOIS policies and will be deposited with GlobalR or held in escrow or, alternatively, display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is being stored and will be shared with 3rd parties according to the applicable policies or when required by Registrar and/or Registry. Where escrow is used, the escrow agreement will provide, at a minimum, that data will be released to GlobalR in the event Reseller breaches the Reseller Agreement, and such breach is harmful to its customers, consumers or the public interest.
- 2.4.4 To the extent that GlobalR is obligated to provide a link to an ICANN webpage, Reseller also shall be under an obligation to provide such linkage. Such links specifically include, but are not limited to:
- **UDRP Policy** (Click on this link for information from ICANN)
 - **URS Policy** (Click on this link for information from ICANN)
 - **Inter-Registrar Transfer Policy** (Click on this link for information from ICANN)
 - **Transfer Dispute Resolution Policy** (Click on this link for information from ICANN)
 - **Registrant Rights and Responsibilities** (Click on this link for information from ICANN)
- 2.4.5 Posting Registry Requirements on Reseller's website, informing customers of important changes, requirement changes, and policies of the various Registries.

GlobalR will make its best efforts to continuously update Registry Requirements on its website, www.GlobalR.com, however, does not guarantee the accuracy or completeness of such information. In the event that Reseller does not agree to a modification of Registry Requirements, Reseller must inform GlobalR immediately and immediately stop accepting respective TLD registrations.

Existing registrations for the respective TLD shall be solely under the control of GlobalR thereafter.

Links to information on each TLD registry policy can be found here: <http://www.iana.org/root-whois/>.

- 2.4.6 If GlobalR becomes aware that Reseller is in breach of any of the provisions of Section 2.4 of this Agreement, GlobalR shall take reasonable steps to notify the Reseller that it is in breach of the Reseller Agreement and that GlobalR has the right to terminate the Agreement.
- 2.5 Reseller is responsible for bearing all selling and administrative costs related to sales under this Agreement, unless otherwise agreed to in writing between the parties.
- 2.6 GlobalR will provide training, documentation, and technical support for implementation and use of the Reseller Panel and API during Normal Business Hours.
- 2.7 GlobalR will also support the Reseller by providing the following upon reasonable request by the Reseller:
- a. Access to GlobalR's management and support team teams;
 - b. Access to technical support services;
- 2.8 Reseller may not approach an existing GlobalR customer or actively engage in prospecting GlobalR customers in relation to reselling services under this Agreement. Reseller must cease said activity immediately upon written notification by GlobalR that such relationship exists between GlobalR and customer.
- 2.9 GlobalR may not approach a Reseller's existing customer or actively engage in prospecting Reseller's customers in relation to selling Services under this Agreement unless otherwise agreed to in writing between the parties. GlobalR will cease said activity immediately upon written notification by Reseller that such a relationship exists between Reseller and customer.
- 3. Pricing, Payment, and Registration – Initial Registration**
- 3.1 Reseller will invoice its customers directly, and collect payment for, all services sold under this Agreement. Reseller shall be responsible for all of its own collection costs and activities.
- List Pricing is made available as a guideline but is not required to be followed.*
- 3.2 Reseller will then submit orders to GlobalR via (a) the Reseller Panel, or (b) the Reseller API.
- 3.3 All email communication automatically generated by the Reseller Panel sent to Reseller's customers will be branded as Reseller accordingly.
- 3.4 Reseller will pay GlobalR for Services upon order submission into the Reseller Panel according to the *Reseller Price List ("Price List")* located in the Reseller Panel and/or the price listed upon checkout during the registration submission.
- 3.5 GlobalR may modify the Price List at any time with notice given via email. Pricing is normally updated on the 1st of each quarter (Jan 1, April 1, July 1, Oct 1). Resellers are notified at least 7 days in advance of pending price changes. Price reductions may be reflected immediately at GlobalR's sole discretion and GlobalR reserves the right to update prices more frequently than the normal quarterly update schedule with at least 7 days notice to Reseller.
- 3.6 Reseller will ensure that sufficient funds are available in their Reseller account with GlobalR at all times prior to order submission in order to process the order in accordance with the current Reseller Prices. Note that orders will not be processed without sufficient funds in Reseller's account and it is the responsibility of the Reseller to ensure sufficient funds are in its account at all times in order for GlobalR to process orders submitted in a timely fashion.
- 3.6.1 Acceptable forms of payment include bank check and wire transfer. Bank checks and wire transfer are subject to verification which may delay the registration process. Please allow adequate time for clearing. Visa, MasterCard, American Express, and Discover Card are accepted as well and in these cases the funds will be charged in real time.
- 3.7 In the instance that additional documentation is required to satisfy Registry Requirements (for example, copy of Certificate of Incorporation, Trademarks, etc.), GlobalR will contact Reseller to facilitate the satisfaction of the documentation requirements. It is the responsibility of the Reseller to ensure that the customer can satisfy Registry requirements prior to order submission. Failure to do so will delay processing and may result in the cancellation of the order.
- 3.8 In the instance that the customer is unable to fulfill all Registry Requirements to complete a multiple Domain Name order, GlobalR will fulfill what it is able to and refund the unfulfilled portion. Reseller is expected to do the same with its customer.

- 3.9 Reseller may request a refund of their account's credit balance at any time unless the balance is related to a non-refundable API setup fee deposit. GlobalR will refund credit balances within 5 business days via bank check or wire transfer. Reseller will bear all bank costs involved in issuing refunds.

4. Pricing, Payment, and Registration – Renewals

- 4.1 Expiration notices are sent to each Domain Name Registrant's email address multiple times prior to each domain name's expiration date as well as once within 5 days after each domain name is expired. Expiration notices are sent as required by ICANN and will be branded with Reseller's name sent on behalf of the reseller. It is the Reseller's responsibility to ensure renewals are paid for in a timely manner prior to expiration upon customer request to avoid the potential loss of the domain name or incurrence of additional fees to redeem the domain name.

- 4.2 Reseller will be charged \$150 by GlobalR for each domain name required to be restored after the Redemption Grace period as defined by each respective Registry due to failure to renew a domain name at the appropriate time.

5. Pricing, Payment, and Registration – Expirations

- 5.1 Expiration Notices are sent to each Domain Name Registrant's email address multiple times prior to each domain name's expiration date as well as once within 5 days after each domain name has expired. Expiration notices are sent as required by ICANN and will be branded with Reseller's name sent on behalf of the reseller. It is the Reseller's responsibility to ensure renewals are paid for in a timely manner prior to expiration upon customer request to avoid the potential loss of the domain name or incurrence of additional fees to redeem the domain name.

- 5.2 If registration fees are not fully paid before the expiration period, then the domain name will immediately be put on client hold, will no longer resolve, and will be deleted from the registry system in accordance with TLD or SLD registry procedures. For details on each registry procedure, please see registry policies. It is the responsibility of the Reseller to ensure customer registrations are paid in full prior to expiration to avoid interruption of Services or the deletion of a domain name.

- 5.3 Reseller is responsible to inform its customers of the consequences of non-payment including loss of their domain name and rights therein.

- 5.4 Reseller must ensure that Domains which are deleted are not being used as Name Server Hosts. For example, GlobalR.com has a name server host of ns1.GlobalR.com. In this case, GlobalR cannot process the record deletion. Reseller must bear all costs and damages resulting from such non-deletion. GlobalR will under no circumstances be held liable, should a domain name be deleted in this case.

- 5.5 Reseller agrees that it will not use the Reseller Panel, or any other tool or system given access to by GlobalR under this Agreement to register recently deleted Domains (for example, domain back ordering, domain catching, etc.). GlobalR reserves the right to "LOCK" Reseller from their account and the registration system and immediately terminate this Agreement should it be found that the system has been compromised by the Reseller.

6. Pricing, Payment, and Registration – Cancellations

- 6.1 GlobalR's cancellation policy regarding orders submitted by Reseller through the Domain Admin Reseller Console or the API are as follows:

<i>SLDs</i>	Order will be fully refunded and cancellation of Domain Registration or Service will be made if GlobalR is notified via email within 5 calendar days of registration.
<i>ccTLDs</i>	Order will be fully refunded and cancellation of Domain Registration or Service will be made if GlobalR is notified via email within 24 hours of order placement AND the domain name has NOT already been registered. In the case that a domain name is already registered, no refund will be given, no exceptions.

7. Obligations of Reseller

- 7.1 **Sell Domains.** The Reseller agrees that it must use its reasonable commercial efforts to sell and actively promote GlobalR's Services under this Agreement. Reseller must not act to adversely affect the reputation, branding, good standing, and image of GlobalR. This provision is of the essence of this Agreement and the basis upon which GlobalR has consented to enter into this Agreement.

- 7.2 **Provide Customer Support.** The Reseller agrees that it must offer full and satisfactory customer support for all Services sold under this Agreement, including acceptance of orders, registration, cancellation, modification, renewal, deletion or transfer of Domain Names, to its customers in compliance with ICANN and Registry Requirements. Reseller shall publish emergency contact information for critical situations for its customers. *Reseller acknowledges*

that GlobalR is ultimately responsible for delivering customer support to Registrants of Domain Names managed through its registration systems and under its accreditations. Failure of Reseller to provide adequate support to its customers under this Agreement shall be considered a breach of this Agreement and GlobalR shall comply with its obligations to ICANN and various ccTLD registries to provide the Services to Reseller's customers at Reseller's expense.

7.3 **Comply with the Law.** Reseller shall at all times comply with all applicable laws and regulations while promoting and selling under this Agreement. This includes, but is not limited to, efforts to ensure that name and trademark rights of third parties are not violated with respect to Reseller's customer registrations.

7.4 **Comply with ICANN and Registry Requirements.** Reseller shall at all times comply with, and adhere to ICANN and Registry policies, including, but not limited to, the Uniform Domain Name Dispute Resolution Policy ("UDRP"), Uniform Rapid Suspension ("URS") system and specific TLD Registry Requirements. Reseller must also ensure that its Customers adhere to the same. Links to information on each registry policy can be found here: <http://www.iana.org/root-whois/> and/or here: <http://globalr.com/policies.php>

7.5 **Reseller's Registration Agreement.** At all times while this Agreement is in effect, Reseller shall have in effect an electronic or paper registration agreement ("Registration Agreement") with the Registrant of each domain name under this Agreement. Reseller shall include in its registration agreement terms consistent with this Agreement. The Registration Agreement is subject to change with reasonable notice.

7.6 **Indemnification Required of Registrants.** In its Registration Agreement with each Registrant under this Agreement, Reseller shall require Registrant to indemnify, defend, and hold harmless GlobalR, LLC., each SLD and TLD registry, each parties' subcontractors, directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or relating to the Registrant's domain name registration. The Registration Agreement shall further require that this indemnification obligation survive the termination or expiration of the Registration Agreement.

7.7 **Act as Principal.** In all dealings relating to the promotion, sale, and distribution of services under this Agreement, Reseller must clearly indicate that it is acting on its own account as principal and will not represent itself expressly or implied to be the agent of GlobalR or incur any contractual or other liability on behalf of GlobalR.

8. Term and Termination

8.1 Either party may terminate this Agreement at any time by providing 30 days written notice to the other party.

8.2 Termination of this Agreement shall relieve both parties of continued performance under this Agreement, but shall not affect any existing obligations under this Agreement or other contractual arrangements with Reseller's customers existing at the time of termination. All terms, which by their nature survive, shall survive termination, including without limitation, Sections 3, 4, 5, 6, 7, and 9, 10 and 11.

8.3 Reseller may, at its own discretion, transfer the administration of its customer's Domain Names to another Registrar 60 days after the initial Domain Name registration. Reseller is responsible for all costs associated with transfer.

8.4 Upon notice of termination of this Agreement, Reseller must notify all of Reseller's customers of the option to stay with GlobalR or transfer their Domains to another Registrar. Both parties shall work together to facilitate the completion of customers' desired transfers.

8.5 In the event that GlobalR should lose access to the Registry system of a TLD, then the contract with Reseller with respect to that specific TLD shall be terminated immediately. In this case, GlobalR shall work with Reseller and Reseller's customers to transfer necessary Domains to another Registrar if possible. GlobalR will continue to fulfill its obligations of current customer Domain Name registrations and related services as necessary and as available.

9. Warranties and Limitations of Liability

9.1 GlobalR represents and warrants to Reseller:

- a. It has the right to provide the Services to Reseller as described in this Agreement;
- b. It will use its best professional efforts in accordance with industry standard practices in providing the Services to Reseller's customers under this Agreement; and
- c. It does not, and will not, engage in any illegal activity in providing the Services to Reseller's customers.

9.2 **Representations and Warranties.** RESELLER REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, NEITHER THE REGISTRATION OF A DOMAIN NAME NOR THE MANNER IN WHICH IT IS DIRECTLY OR INDIRECTLY USED, NOR THE USE OF RELATED SERVICE(S) INFRINGES ON THE LEGAL RIGHTS OF A THIRD

PARTY. RESELLER FURTHER REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY RESELLER IN CONNECTION WITH THE PROCUREMENT OF THE SERVICE(S) IS ACCURATE. ALL SERVICE(S) ARE PROVIDED TO RESELLER "AS IS".

EXCEPT AS SET FORTH IN SECTION 9.1, AND EXCEPT FOR OUR STATEMENT REGARDING OUR ACCREDITATION GLOBALR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE(S), INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE RESELLER EITHER FROM CHALLENGES TO DOMAIN NAME REGISTRATIONS, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED UNDER THIS AGREEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY RESELLER FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO RESELLER.

- 9.3 **Limitations of Liability.** RESELLER AGREES THAT GLOBALR WILL NOT BE LIABLE FOR ANY (1) SUSPENSION OR LOSS OF THE SERVICE(S), INCLUDING, WITHOUT LIMITATION, DOMAIN NAME REGISTRATION SERVICES, (2) USE OF THE SERVICE(S), INCLUDING, WITHOUT LIMITATION DOMAIN NAME REGISTRATION SERVICES, (3) INTERRUPTION OF OUR SERVICES OR INTERRUPTION OF YOUR BUSINESS, (4) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO OUR WEB SITE(S) OR SERVICE(S) OR DELAYS OR ACCESS INTERRUPTIONS RESELLER EXPERIENCES IN RELATION TO A DOMAIN NAME REGISTERED WITH US; (5) LOSS OR LIABILITY RESULTING FROM ACTS OF OR EVENTS BEYOND OUR CONTROL (6) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (7) THE PROCESSING OF AN APPLICATION FOR A DOMAIN NAME REGISTRATION; (8) LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF RESELLER ACCOUNT IDENTIFIER OR PASSWORD; OR (9) APPLICATION OF UDRP OR URS. RESELLER ALSO AGREES THAT GLOBALR WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY RESELLER FOR REGISTRATION OF THE SUBJECT DOMAIN NAME FOR THE PRIOR 12 MONTHS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. **Mutual Confidentiality, Proprietary Information and Rights**

- 10.1 **Definition.** The terms of this Agreement and information and data that one party (the "Receiving Party") has received or will receive from the other party (the "Disclosing Party") in connection with the Services provided are proprietary and confidential information ("Proprietary Information") of the disclosing party, including without limitation, any and all technical and non-technical information including processes, patents, copyrights, trade secrets, software programs, and software source documents, related to the current, future, and proposed services of each of the parties including research, development, design details and specifications, customer lists, financial information, business forecasts, and sales and marketing plans and information.

- 10.2 **Nondisclosure and Nonuse.** Each of the parties agrees that they will not use, disseminate, or in any way disclose any Proprietary Information of the other party to any third party (except as required by law), nor use the Proprietary Information for any purpose not permitted under this Agreement. The nondisclosure obligations set forth in this section shall not apply to information that was previously available in the public domain at the date of this Agreement.

- 10.3 **Proprietary Rights.** All intellectual property rights in the Product, specifications, techniques, and documents GlobalR gives to the Reseller relating to the Services are owned by GlobalR. GlobalR's supply of the Service to the Reseller does not give the Reseller any right or license to any such intellectual property rights nor does it allow Reseller to represent itself or make any claim that it has any title, right, or interest in any registered or unregistered trademarks of GlobalR.

11. **Indemnification**

- 11.1 **Indemnity of GlobalR.** Reseller agrees to indemnify, defend, and hold harmless GlobalR, LLC, each SLD and TLD registry, each parties' their subcontractors, directors, officers, employees, affiliates and agents of each of them, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out Reseller's use of the Services under this Agreement or its customer's use of the Services under this Agreement.

12. **General**

- 12.1 **Independent Contractors.** In making and performing this Agreement, the parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer or partner of the other party for any purpose.
- 12.2 **Force Majeure.** In the event that either party is unable to perform its obligations under the terms of this Agreement (other than the obligation to pay amounts due and owing hereunder) because of acts of God, strikes, equipment or transmission failure or other causes reasonably beyond its control, such party shall not be liable to the other party for any damages resulting from such failure to perform or otherwise from such causes.
- 12.3 **Governing Law.** This Agreement and its subject matter shall be governed in accordance with the laws of the State of New Jersey, USA, without regard to conflict of laws principles contained therein. All controversies arising hereunder shall be brought in the state and federal courts located in Cape May County, New Jersey.
- 12.4 **Public Statements.** Either party may disclose the existence of this Agreement but may not represent to any third party any positions, statements, intentions or other actions on behalf of the other. Neither party shall use the other party's name, trademarks or service marks or issue any press release or similar public statement without the other party's prior written consent which shall not be unreasonably withheld or delayed.
- 12.6 **Miscellaneous.** Reseller may not assign any of its rights or privileges, or delegate any of its duties or obligations hereunder, in whole or in part, by operational of law or otherwise, to any third party without the prior written consent of GlobalR. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. All notices required to be in writing shall be delivered by hand, sent by recognized overnight courier (such as Federal Express, Airborne or UPS), or mailed by certified or registered mail, return receipt requested, postage pre-paid, addressed to the parties set forth above. This Agreement, including all schedules attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior understandings and agreements between the parties, whether written or oral, regarding the subject matter hereof. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing signed by both parties. Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or unenforceability of any of the terms of this Agreement in any other jurisdiction. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement. The headings contained in this Agreement are for convenience only and shall not affect meaning or interpretation of this Agreement. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the original or facsimile signature of each of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon, but all of which together shall constitute but one in the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Reseller Agreement as of the date first set forth above.

GlobalR:

GlobalR, LLC.

By: _____
 Name: Grigor Hovhannisyan
 Title: CEO

RESELLER:

[_____]

By: _____
 Name: _____
 Title: _____