

CAS-BIZ Technology

Terms and Conditions

This Agreement governs the relationship between the parties below:

“You” OR “Your Company” OR “Partner” OR
“Professional Partner” OR “Member” OR
“Reseller(s)”

AND

“Us” OR “We” OR “Our Company” OR
“Provider” OR “Supplier” OR “Source” OR
“CAS-BIZ Technology Co., Ltd”.

The terminology OR terminologies representing the parties above including all variations of such words will be reused throughout this Agreement which covers the terms according to which we will provide you software as a re-seller. Please note that only businesses may apply to become CASbiz Partner Network (CPN). This agreement does not address any terms of specific product. The terms and conditions relating to the license of specific product comprising software are separately contained on or within the packages containing that software, and govern yours or any end user’s use of the software in question.

1. APPLICATION PROCESS

You may apply to CAS-BIZ Technology to become a CASbiz Partner Network by completing and correctly signing the application form either online on <http://www.partner.casbiz.asia> or offline by filling page 2 of this document, signing the footer and delivering to us at our office (National Road No. 6, Chong Kausou Village, Slorkram Commune, Siem Reap, Kingdom of Cambodia). You warrant the truthfulness, completeness and accuracy of all information supplied in the application and as supplied from time to time in connection with the CASbiz Partner Network. CAS-BIZ Technology is under no obligation to approve an application. The applicant warrants that relevant partnership criteria have been satisfied. CAS-BIZ Technology reserves the right to make inquiries of the relevant professional body (or Company) of which you are a member, as indicated in your partnership application, in order to confirm your membership status. CAS-BIZ Technology may also check any references that you

provide or which have been requested by CAS-BIZ Technology or make any other inquiries to verify your credentials and information provided in your application. Applicants may be accepted as CASbiz Partner Network on a case by case basis.

2. CONFIDENTIALITY

Our partners are treated on a per case basis and your membership of the CASbiz Partner Network is subject to full confidentiality. We as CAS-BIZ Technology will not disclose communication or documents between us and you to any person(s) or body(ies) outside our establishment or unauthorized person(s) within our company. You agree to keep all pricing information provided to you confidential and not share or distribute it to clients or any other person or company.

I. As such you are required and expected to treat all communications, quotations, pricing, dealings, contracts and other documents between you and CAS-BIZ Technology as strictly confidential and non-disclosed to any persons, persons or associations outside of your company.

II. Breach of this clause whether wittingly or due to negligence equals a breach of the whole contract which shall trigger consequences beyond the initiation of a termination of the whole contract but also other consequences prescribed by law.

3. PRICING AND PAYMENT TERMS

CAS-BIZ Technology maintains a pricelist which is determined by the rates of the original product manufacturer. We also offer special pricing to partner on case by case basis depending on the reselling capacity of such a partner. We will only send the latest pricing to the reseller on demand.

I. If reseller has prospects demanding the solution / software, reseller will place an official request for quotation, and then CAS-BIZ Technology will respond with the prices accordingly.

II. CAS-BIZ Technology reserves the right to amend the pricing of products and will provide you with prior written notice, which may include e-mail, at the address specified on the application form or as last specified by you in writing, of any amendments. All amounts charged to you will include VAT where

appropriate. Please note that keeping address details and your company status with the government up to date with us is your responsibility.

III. We accept only 100% payment upfront. Unless otherwise authorized in writing all products must be paid for in cheque, bank transfer or cash prior to shipment. Credit terms may be approved or rejected by CAS-BIZ Technology Co., Ltd; in writing only.

IV. The period for payment on such approved credit terms may be stated on the invoice and payment in full is due within the times specified on the invoice. If at any time any amount on credit is overdue, the entire outstanding balance becomes immediately due and CAS-BIZ Technology reserves the right to discontinue supply to you until such time as you are fully paid up with interest. In a case of payment overdue to CAS-BIZ technology, Reseller shall be liable to late charges appropriately.

4. DELIVERY

I. Products shall be delivered to the email address specified by partner on the form or on their online profile; or upon placement of the order as the address for delivery.

II. Hardcopy delivery shall be limited to the Kingdom of Cambodia.

iii. All delivery times indicated to you are estimates only. CAS-BIZ Technology shall not be liable for any late delivery and will not be liable for any loss or damage or injury (direct or indirect) occasioned as a consequence of any late delivery.

V. Product license is meant for end-user only. Therefore, even though order is placed by reseller, license and delivery shall be done to the end user. However, in this process CAS-BIZ Technology shall not engage in any negotiations with the reseller's customer. Negotiation in the clause includes but not limited to pricing, quotation or any other communications that include monetary value of the product.

VI. Product(s) successfully delivered shall under no circumstances be cancelled.

5. REGIONAL LIMITATIONS

CAS-BIZ Technology is a Cambodian Company certified and authorized by Intuit and Sage to distribute their products including but not limited to QuickBooks, Sage 50 series, Sage 300 ERP in Cambodia only.

- I. As a reseller for CAS-BIZ Technology, you will confine the delivery of our solutions to Cambodia.
- II. CAS-BIZ Technology will not accept any responsibilities for unlawful provision of our services or products outside of Cambodia.
- III. Furthermore we are obliged to take legal action against a partner / reseller that so wishes to breach these terms and our efforts to remain law abiding, respecting the commercial policies of Cambodia.

6. USE OF OFFICIAL BRAND

According to the consumer protection acts concept, a customer is entitled to know the source of the product they consume. As such we disclose the source and expect partners to do the same.

7. INDEMNITY

You will indemnify CAS-BIZ Technology and its affiliates against all losses, claims, suits and cases against any:

- i. liability incurred by CAS-BIZ Technology Co,. ltd;
- ii. loss or damage or diminution of the reputation of CAS-BIZ Technology Co,. ltd; or
- iii. loss, penalty, fine or expense incurred by CAS-BIZ Technology in dealing with any claim against us, including legal costs and expenses on a solicitor/own client basis, and consequential loss arising from a breach by you of any of the terms of this agreement or arising from any representations made by you relating to your qualifications and expertise.

The right of CAS-BIZ Technology to be indemnified under this clause is in addition to, and not exclusive of any other right, power or remedy provided by law.

8. TERMINATION

CAS-BIZ Technology may without notice immediately terminate your membership:

- i. where there is a conflict of interest or potential conflict of interest between yourself and CAS-BIZ Technology without our prior written consent;
- ii. You act in an unprofessional and unethical manner in your dealings and activities under or in connection with your relationship as a CASbiz Partner Network and do anything that would bring CAS-BIZ Technology into disrepute or diminish the reputation or goodwill associated with our Products;
- iii. Breach any warranty or term of this agreement;
- iv. in any way breach the software licensing agreement; or.
- v. any bankruptcy proceedings, winding-up proceedings, or receiver or similar arrangements are made against you or your business or if you are unable pay debts as and when they fall due.

You acknowledge that your continued membership as a CPN Partner Network is not guaranteed and that CAS-BIZ Technology reserves the right to terminate your membership if in its discretion it is deemed necessary to do so. In most cases CAS-BIZ Technology may terminate your membership with prior written notice indicating the reason(s) for the decision in which case you will cease to be supplied our products.

Partner can also terminate this relationship at anytime by one-month prior written notice. If you do not wish us to retain your contact information for future reference, please indicate so in your termination notice.

9. ENTIRE AGREEMENT

This document constitutes the entire agreement and supersedes any arrangements, representations, understandings or agreements made or existing between you and CAS-BIZ Technology relating to reseller partnership and the supply of the products except as otherwise may be agreed in writing.

You will ensure your employees, contractors or agents are aware of your obligations as a CPN Partner Network and comply with all relevant terms of this Agreement as a Professional and that you do not allow them to do anything inconsistent or in breach of the terms of this Agreement.

To the best of our knowledge and information and representatives, all facts, information and figures contained in this application and attachments are true and accurate at the time of printing. We reserve the right to make any changes in information, membership entitlements and product inclusions, as it may deem necessary, without prior notice.

10. DECLARATION:

I wish to apply for membership of the CASbiz Partner Network. I have read, understood and agreed with the membership terms and conditions, as well as the reseller supply conditions constituting the entirety of this Agreement.

I will inform CAS-BIZ Technology of any changes to the details I have provided in the form on Page2.

Signature_____ Date_____