**SOFTWARE LICENSE AND RESELLER AGREEMENT**

 **THIS AGREEMENT** (the "Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_ (the "Effective Date") by and between:

**PITAKAMO IT SOLUTIONS AND MARKETING CORP.,** a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Trade and Financial Tower 19th Floor, Unit 1906 7th Avenue cor.32nd Street BGC Taguig City, represented by its Vice-President, **Alexander Charles G. Mascenon** (hereinafter referred to as **“PitakaMo”**);

- and -

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a (corporation/partnership) duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, represented by its\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as **“Reseller”**).

(IF SOLE PROPRIETORSHIP)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Nationality), \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Civil status), of legal age, doing business under the name and style \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with residence/office address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as **“Reseller”).**

(IF INDIVIDUAL PERSON)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Nationality), \_\_\_\_\_\_\_\_\_\_\_\_\_ (Civil status), of legal age and residence at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “**Reseller**”).

(Each a “Party” and, collectively “Parties” to this Agreement.)

 **WHEREAS,** PitakaMo is a licensee of an online software system (“PitakaMo Application”) through which various services, including but not limited to bills payment, money remittance, prepaid e-load facilities, and investment platform (“PitakaMo Services”), may be transacted;

**WHEREAS**, The distinctive characteristics of the PitakaMo Application include, without limitation, the software systems, methodology, financial back-end, distribution, business model, products, services, designs, specifications and methods; consistency and uniformity of the products and services offered and the competitive rates applicable thereto; training and assistance; and advertising and promotional programs, as the same may be improved and further developed by PitakaMo from time to time.

 **WHEREAS,** the parties desire that Reseller, on the terms and conditions set out herein, shall serve as a non-exclusive Reseller and reseller of the PitakaMo Application in the Territory as defined in Section 1;

 **NOW, THEREFORE,** in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Grant of License. Subject to the terms and conditions of the Agreement and the End Reseller License Agreement of PitakaMo Application, PitakaMo grants to Reseller a non-exclusive, non-transferable license to use the PitakaMo Application. Reseller may not, however, transfer or sublicense the PitakaMo Application to any third party, in whole or in part, in any form, whether modified or unmodified.

2. Payment of Reseller License Fee. Upon execution of this Agreement and actual accessing of the PitakaMo Reseller Application to any one device, the Reseller shall pay the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (P\_\_\_\_\_\_\_\_.00) as Reseller License Fee for the use of the PitakaMo Reseller Application.

3. Grant of Right to Market. PitakaMo hereby grants to the Reseller a non-exclusive right to market, sell and offer for sale anywhere through Multi-Level Marketing the PitakaMo Application.  The Reseller warrants that the PitakaMo Application shall be used in accordance with End User License Agreement published and amended by PitakaMo from time to time.

4. Independent Contractor: Reseller acknowledges that he/she is an independent contractor, conducting business for Reseller’s own account, and not as an agent or employee of PitakaMo. Reseller shall be responsible for payment of all applicable national and local taxes, and will abide by all applicable laws. Reseller agrees and understands that he/she cannot bind PitakaMo or any provider companies integrated in the PitakaMo Application by any promise or agreement, to incur any debt, expense, or liability in its name or account, or waive any of the provisions of PitakaMo Application End Reseller License Agreement.

5. Enlisting: Reseller may enlist one or more Users of the PitakaMo Application. Occasionally, one or more Users may contact the same prospect, resulting in a dispute of the enlisting rights. PitakaMo will not mediate such disputes and will recognize as upline leader the person whose name appears on the application. In the event that two or more applications are received, the one received first by PitakaMo will be recognized. Reseller may enlist an unlimited number of Users in order to enjoy the Commissions provided in this Agreement. During enlistment process, Reseller may personally receive the payments for license fees, deposits for the User’s electronic wallet, and transactions fees for the PitakaMo Services, provided that the said payments shall be held in trust for PitakaMo, and shall be remitted to PitakaMo’s designated bank accounts, as provided in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, within five business days from receipt of said payment.

6. Changing Upline Leaders: The changing of upline leaders is not allowed; this protects the integrity of the networking structure. If a Reseller decides for one reason or another to change his/her current upline, the Reseller’s only option shall be to resign his/her Reseller status by submitting a signed resignation letter to PitakaMo. The Reseller must then wait 91 days after resigning before reapplying as a NEW Reseller under a new sponsor. The Reseller must submit a NEW Reseller application, Software License and Reseller Agreement and pay NEW Reseller License Fees. The resigning Reseller will forfeit his/her former hierarchy and members (see termination paragraph). If other former downline Users also want to change sponsors, they may follow the same procedures, BUT they MAY NOT reapply as NEW Users directly under their former Sponsoring Reseller. The final authorization for changing upline sponsors will be at the discretion of PitakaMo.

7. Program Presentation: Reseller will explain PitakaMo programs to prospects honestly and in entirety, without embellishment, distortion or misrepresentation. Any additional offers, representations or agreements made by Reseller in connection with PitakaMo Application are prohibited and may result in termination of this Agreement. Reseller will make clear in any presentation to prospective Users the following items: (a) that no specific earnings or income levels are guaranteed by PitakaMo or sponsor, (b) that a User license fee is required for participation, along with the purchase of a non-exclusive license to use the PitakaMo Application, (c) that no User will earn money solely for sponsoring, (d) that there is no exclusive territory, and (e) success is dependent on the license fees paid by downline Users and the transactions fees charged on them for the use of the PitakaMo Application. Reseller will not present other products in conjunction with the PitakaMo Services unless duly authorized in writing by PitakaMo. Reseller shall, at all times: (i) conduct business in a manner that reflects favorably on PitakaMo and the PitakaMo Services, their services and good name; (ii) avoid deceptive, misleading, or unethical practices that are or might be detrimental to PitakaMo, the PitakaMo Services, or its good name, including but not limited to disparagement of PitakaMo and the PitakaMo Services; (iii) not intentionally make false or misleading representations with respect to PitakaMo and the PitakaMo Services; (iv) not publish or use any misleading or deceptive advertising materials; (v) make no representations or warranties with respect to the PitakaMo Services that are inconsistent with or expand the scope of those made by PitakaMo, including any warranties or disclaimers of PitakaMo and, in accordance with this Agreement, as well as all laws, ordinances, regulations and rules of applicable governmental and other authorities.

8. No Income Representations: Reseller creation of actual or potential income representations or claims regarding PitakaMo Services are strictly prohibited. Only PitakaMo company-provided income illustrations can be used. These illustrations by PitakaMo are for illustration only and are NOT guarantees of income. All Reseller commission earnings are for sales of non-exclusive licenses to use PitakaMo Application, not recruitment.

9. Marketing Materials: The marketing kit will include sample brochures to be used in marketing or selling the PitakaMo Application. In no event may brochures, videos, audio tapes or any other professionally produced literature by PitakaMo be reproduced, copied or reformatted by Reseller. Use of brochures and any other advertising or presentation may cancel this Agreement at any time by giving Reseller written notice. Use of materials other than those provided by PitakaMo requires the express written permission of PitakaMo. All trade policies, training, marketing materials and testimonies produced or prepared by PitakaMo are the exclusive property of PitakaMo, and any use of these materials for purposes other than the promotion of the PitakaMo Application and PitakaMo Services will be deemed as infringement, exploitation and plagiarism.

10. Advertising and Promotion: PitakaMo encourages advertising and promotion as a viable method for Resellers to build their business. However, strict guidelines are necessary to maintain an accurate and legally compliant marketing effort. All ads marketing PitakaMo programs must be submitted in writing to PitakaMo for an approval number prior to use in any form.

11. Share in the License and Transaction Fees. For and in consideration of his/her marketing efforts, Reseller shall be entitled to a commission generated from its downline Users, which shall consist of the following:

11.1 Twenty Five Pesos (P25.00) for every registered downline under PitakaMo’s User Referral Program; and

11.2 Fifty Percent (50%) of the transaction income paid to PitakaMo for the PitakaMo services transacted by Reseller’s registered downline Users.

11.3. Six (6) PitakaMo Application licenses are provided to the Reseller free of charge.

12. Renewal Fees: This Agreement shall be valid and effective within the period of \_\_\_\_\_\_\_\_\_ (\_\_\_) years from date of execution thereof. Timely payment of the Reseller license fees for the renewal period then constitutes an account in “good standing”. The Reseller license fee for the renewal period may be deducted by PitakaMo from Reseller’s commissions. If the Reseller does not have adequate commissions to cover the renewal fee, Reseller is solely responsible for direct payment of the renewal fees. The Reseller has 30 days from his/her due date to pay his/her renewal fee. Failure to pay the renewal fee will be construed as a resignation and forfeiture of the entire personal and downline hierarchy, as well as commission on any personal licences written. Reseller that is terminated for non-renewal can be reinstated within 60 days of his/her termination date by paying the then current New License Fee in effect. If such a reinstatement occurs, Reseller will remain in his/her former hierarchy and retain his/her former hierarchy, personal members and Reseller number.

13. Pay Period: Reseller’s commissions shall be paid by PitakaMo within \_\_\_\_\_\_\_\_\_\_\_\_\_\_ days following the end of every calendar month. The commission shall be credited to Reseller’s electronic wallet enrolled with the PitakaMo Reseller Application. Any commissions paid on fees that are subsequently refunded will be deducted from future commission payments. Reseller understands that any excess commissions or bonuses paid shall be due to PitakaMo from future commissions or payable to PitakaMo immediately at PitakaMo’s discretion.

14. Amendments: Reseller understands and agrees that PitakaMo reserves the absolute right to change, discontinue or withdraw any of the PitakaMo Services. In order to maintain a viable marketing company, PitakaMo specifically reserves the right to make any amendments or adjustments it deems necessary with respect to the Rules and Regulations, Policies and Procedures, Compensation Plan, and Pricing Schedules. Any such changes are incorporated as part of the Agreement between PitakaMo and Reseller effective upon written notification or publication, which includes the Reseller newsletter or posting to the Website.

15. Moral Turpitude: PitakaMo shall have the right to terminate this Reseller Agreement at any time for the Reseller’s fraudulent or willful misrepresentation, theft, fraud, misappropriation, moral turpitude, or other act of misconduct against PitakaMo or any of its members, vendors, customers or affiliates.

16. Termination: In the event a breach of this Agreement, the End User Licensing Agreement or PitakaMo Policies and Procedures, PitakaMo may elect to terminate this Agreement. PitakaMo may, in its sole discretion, take other disciplinary actions for violations of this Agreement, including fining or suspending the offending Reseller. No terminated Reseller may reapply for Reseller status for six months, and then only with PitakaMo’s permission. Former downlines will not be reassigned. No failure or delay by PitakaMo in exercising any right to terminate or take other action shall operate as a waiver of any future rights to terminate or take action. Reseller may cancel this agreement at any time by giving the company written notice.

17. Proprietary Information. As used in this Agreement, Proprietary Information, as used herein, shall mean all or any portion of only the: (a) written, recorded, graphical or other information in tangible form disclosed  during the term of this Agreement, by one party to the other party which is labeled “Proprietary”, “Confidential”, or with a similar legend denoting the proprietary interest  therein of the disclosing party; (b) oral information which is disclosed by one party to the other party to the extent it is identified as “Proprietary” or “Confidential” at the time of oral disclosure, is reduced to written or other tangible form within thirty (30) days of oral disclosure, and such written or tangible form is labeled “Proprietary”, “Confidential”, or  with a similar legend denoting the proprietary interest therein of the disclosing party; and (c) models and other devices delivered or disclosed, during the Term of this Agreement,  by one party to the other party which have been identified in writing at the time of disclosure as being proprietary to the disclosing party; and provided further, however, Proprietary Information shall not include any data, information or device that is: (i) in the possession of the receiving party prior to its disclosure by the disclosing party and not subject to other restriction on disclosure; (ii) independently developed by the receiving party; (iii) publicly disclosed by the disclosing party; (iv) rightfully received by the receiving party from a third party without restrictions on disclosure; (v) approved for  unrestricted release or unrestricted disclosure by the disclosing party; or (vi) produced or  disclosed pursuant to applicable laws, regulations or court order, provided the receiving party has given the disclosing party prompt notice of such request so that the disclosing  party has an opportunity to defend, limit or protect such production or disclosure.

18 Indemnity Clause. Reseller shall indemnify and hold harmless PitakaMo, its subsidiaries and affiliates, including their directors, officers, employees, agents, attorneys, successors and assigns from any and all claims, losses, liabilities, damages, suits, actions, government procedures, taxes, penalties or interest, legal costs and other costs arising directly or indirectly from or in connection with a breach by Reseller of any of the terms and conditions of this Agreement or the End User License Agreement, or any willful default or negligence on the latter’s part. PitakaMo shall, under no circumstances, be liable for any indirect, incidental or consequential damages, such as, without limitation, loss of revenue or profit, loss of opportunity, loss of goodwill, business disruption or other pecuniary loss arising out of this Agreement.

19. Trademark. Reseller shall only promote the PitakaMo Services under the proprietary trademarks of PitakaMo. The PitakaMo Services and the PitakaMo Application, the patents or trademarks thereto, and all other materials of PitakaMo or its suppliers or licensors provided to Reseller during the Term of this Agreement, and all versions and derivatives thereof, are and at all times shall remain the sole and exclusive property of PitakaMo and/or its suppliers or licensors (collectively, the “Proprietary Materials”), including all worldwide Intellectual Property Rights that are embodied in, related to, or represented by, the Proprietary Materials.

20. Infringement. Reseller undertakes to promptly notify and advise PitakaMo whenever it shall become aware of any infringement by any third party of the trademarks or other intellectual property rights related to the PitakaMo Services, the PitakaMo System, or the Proprietary Materials. In the event of termination of this Agreement, PitakaMo shall have the absolute and unconditional right to remove the Proprietary Materials even without resorting to court action. Accordingly, Reseller hereby appoints PitakaMo as its attorney-in-fact to remove and take possession of the Proprietary Materials in the event of unauthorized use of the same.

21. Each Party represents and warrants that: (a) It is a corporation duly organized, validly existing and in good standing under the laws of the Republic of the Philippines and has the requisite corporate power and authority to enter into this Agreement and to carry out its obligations hereunder; (b) It has the legal capacity and authority to execute, deliver, and perform its/his obligations under this Agreement and has secured the necessary permits/licenses from the appropriate government agencies, such as but not limited to the local government, the Bureau of Internal Revenue, and the Bangko Sentral ng Pilipinas. Moreover, its representative(s) are duly authorized to execute and sign this Agreement; and (c) its execution, delivery and performance of its obligations under this Agreement do not and will not: (i) violate in any respect any provision of, or result in the breach of, or constitute a default under [1] its Articles of Incorporation and By-laws, [2] any existing agreements, contract, undertaking or instrument to which it is a party to or which is binding upon any of its properties or assets; or (ii) constitute a violation of any statute, rule or regulations, order or judgment or decree of any court, administrative body or authority.

22. Confidentiality. Each Party understands and agrees that, during the course of this Agreement, it may be furnished with or otherwise have access to information that the other Party considers to be confidential, including but not limited to business and technical information, marketing plans, research, designs, plans, methods, techniques, processes, clients, customers, distribution channels, agents and representatives, and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing (the “Confidential Information”). Each Party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other Party’s rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature, but in no event use less than reasonable efforts. Neither Party will use, sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other Party to third parties, except as necessary to perform its obligations under this Agreement or as expressly authorized in this Agreement.

23. Exclusions from Confidentiality. Notwithstanding the foregoing, Confidential Information of a Party shall not include information which is/was: (i) as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the Receiving Party; (ii) rightfully known to the Receiving Party as of the time of its disclosure; (iii) independently developed by the Receiving Party; (iv) subsequently learned from a third party not under a confidentiality obligation to the Disclosing Party; or (v) required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, whereupon the Party subject to same shall provide prompt written notice to the other Party prior to such disclosure, so that such Party may seek a protective order or other appropriate remedy.

24. Force Majeure. Neither Party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such Party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters. Performance of the obligations under this Agreement shall be considered to be reasonably extended for a period of time equivalent to the time lost because of such delay. Each Party shall be entitled to terminate this Agreement upon written notice in the event the circumstances of force majeure shall last over two (2) consecutive months.

25. Miscellaneous Provisions -

25.1 The failure of either Party to enforce any right or demand the performance of the other’s obligations under any provision of this Agreement shall not constitute a waiver of such, unless expressly made in writing.

25.2 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements between the Parties, whether written or oral, relating to the same subject matter.

25.3 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

25.4 The Parties shall not assign or transfer any or all of its rights, interests, and obligations under this Agreement, without the prior written consent of the other party. Reseller shall not change its location or assign its rights and obligations under this Agreement without the prior written consent of PitakaMo and only after proper application and compliance by Reseller and its assignee with PitakaMo’s policies, terms and conditions. Any assignment or transfer without the required written consent shall be void.

25.5 No modifications, amendments or supplements to this Agreement shall be effective for any purpose unless made in writing and signed or acknowledged by each Party, provided that amendments or modifications to the Agreement may be arrived at through the Parties mutual agreement which may be in the form of a sign-off an updated SULA, e-mail correspondence, or in another manner convenient for the Parties.

25.6 The parties hereto agree that any legal action or proceeding arising out of or in connection with this Agreement shall be brought exclusively before the proper courts of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City, to the exclusion of all other courts, the parties hereto submitting to such court’s exclusive jurisdiction.

25.7 This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

In Witness Whereof, the parties have hereunto affixed their signatures on the date and at the place above written.

**PITAKAMO IT SOLUTIONS AND MARKETING CORP.**

By:

**Alexander Charles G. Mascenon**

*Vice-President - Operations*

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Reseller

SIGNED IN THE PRESENCE OF:

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**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)

 ) S.S.

BEFORE ME, aNotary Public for and in the City of San Juan this \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ personally appeared the following:

Name Comm. Tax Cert. No. Issued On/At

Alexander Charles DL: N01-89-097467 2016/10/22/QC

Mascenon

who are known to me and by me known to be the same persons who executed the foregoing Memorandum of Agreement and they acknowledged the same to me to be their own free and voluntary act and deed as well as the free act and deed of the corporations herein represented.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place above written.

Doc. No. \_\_\_\_;

Page No. \_\_\_\_;

Book No. \_\_\_\_;

Series of 2018.