

**COMPOSITE ONLINE STORE DEALER AGREEMENT**

**BETWEEN**

**Transaction One (T1)**

**&**

.....

**DEALER DETAILS**

DEALER NAME (legal) .....

Dealer Name (trading) .....  
(If different)

Address .....

.....

.....

Dealer's Homepage URL .....  
(THE SITE)

Commencement Date .....

(T1 Contact Details shown in Schedule A)

Dealer Contact .....

Contact email .....

Contact Tel no. ....

Contact Fax .....

## COMPOSITE ONLINE STORE DEALER AGREEMENT

### THIS AGREEMENT IS MADE BETWEEN:

- (1) TRANSACTION ONE LTD., whose registered office is at The Technology Park, Colindeep Lane, London, United Kingdom, NW9 6BX ("T1"); and
- (2) THE DEALER NAMED ON THE FRONT OF THIS AGREEMENT (the "Dealer")

### WHEREAS

(A) T1 is engaged in the business of 1) creating, hosting and managing online stores on behalf of Dealers, to enable sales of products to End User customers End User customers 2) distributing IT products including, but not limited to downloadable software and 3) referring orders placed online through stores under its management to third party suppliers of IT products (including software and hardware).

(B) The Dealer operates the website located at the address shown on the front cover (the "Site"), and is engaged in the business of selling IT products to End User customers.

(C) T1 desires to assist the Dealer to provide a connection from the Site to an online e-commerce store (the "Store") created and managed by T1 and given the look and feel of the Site. The Store will allow the Dealer's customers (the "End User customers") to A) purchase products sourced from Dealer's own stock and/or B) purchase products sourced from T1 or other third parties (in which case the Dealer will be paid a commission on sales made).

(D) Throughout this Agreement, unless specifically defined otherwise, the term "Credit Card" shall be deemed to include debit and corporate purchasing cards.

(E) Throughout this Agreement, unless specifically defined otherwise, the term "On Account" means A) purchases made by End User customers on a trade account (other than on a cash with order basis) with the Dealer or B) purchases made by the Dealer on a trade account (other than on a cash with order basis) with a third party supplier.

(F) In consideration of the mutual promises of the parties, and the mutual benefits to be gained by performance, it is agreed as follows:

### 1 APPOINTMENT OF DEALER

- 1.1 T1 hereby appoints the Dealer (on a non-exclusive basis) to solicit orders for the sale of the Products. The Dealer shall maintain and continue to operate the Site and the link to the Store for the term of this Agreement. The Dealer is not an agent of T1 for the purposes of the Commercial Agents Regulations 1993
- 1.2 The Dealer shall use its best efforts to promote the sale of the Products, given the nature of the Site and shall refrain from taking any actions that could impede the sale of the Products or injure the reputation and integrity of T1.
- 1.3 The Dealer shall pay T1 a one-time set-up fee and a monthly subscription fee in accordance with Schedule B. If requested to do so by T1, Dealer shall pay these fees by variable direct debit in which case Dealer shall promptly complete T1's variable direct debit documentation for bank mandate purposes.

## **2. THE STORE**

- 2.1 T1 will create and maintain the Store for the Dealer through which the Products (as defined below) can be sold to the End User customers.
- 2.2 The Store will be branded to appear with the Dealer's identity but, where applicable, will show T1 as the party with whom the End User contracts.

## **3. PRODUCTS & SUPPLIERS**

- 3.1 The Store will offer the End User customers the ability to purchase a range of products which T1 may elect from time to time, in consultation with the Dealer, display on the Store (the "Products"). T1 may from time to time, at its sole discretion, add or remove Products from the Store or update Products when new versions become available.
- 3.2 Products may, at the Dealer's discretion and where available, be sourced from a) the Dealer's own inventory b) T1, c) third party suppliers. Not all Products may be available from all sources or from more than one source. For Products purchased by End User customers using a Credit Card, T1 shall determine the sourcing of the Products.
- 3.3 The Dealer is free to sell any Products by any means other than through the Store at whatever price it wishes.

## **4. END USER PAYMENT FOR PRODUCTS**

- 4.1 End User customers shall be able to purchase Products in the Store either A) with a Credit Card or, B) On Account with the Dealer if appropriate.
- 4.2 Some Products, including, but not limited to downloadable software, may not be available to purchase On Account.

## **5. ORDER AND DELIVERY PROCESS FOR CREDIT CARD ORDERS**

- 5.1 For sales made to End User customers paying by Credit Card, T1 shall be responsible for the processing of payments made by End User customers, payment of all applicable Credit Card transaction fees, handling and, where required, refunding of contested or fraudulent transactions, payment and filing of all applicable taxes, delivery of the Products to the End User customers and the provision of End User customer support for the payment, delivery and returns process. The Dealer shall not be liable for any action arising from the aforementioned responsibilities.
- 5.2 Credit Card transactions will be processed and shipped by T1 or its suppliers. As the merchant of record, T1 will be responsible for absorbing the Credit Card fee from the banks, and also taking the fraud risk.
- 5.3 T1 reserves the right to reject any Credit Card transaction on the basis of its fraud prevention rules.
- 5.4 T1 will impose a Credit Card & Fraud (CC&F) fee for each Credit Card transaction in accordance with Schedule C. Within 5 working days of each calendar month-end, T1 will issue a "Reporting Pack" summarising transactions processed on the Store (including sales of Products, price paid by End User, Dealer Buy Price and End User customer e-mail and address details) and the commission owed to the Dealer (less any applicable Sourcing Fees) for the month's transactions. Credit commissions earned will be deducted from the combined sub-total of the sourcing fees and monthly subscription fee and collected via variable direct debit approx two weeks later towards the end of the same month. T1 reserves the right to review the level of CC&F and Sourcing Fees and adjust them upwards or downwards by giving 30-days notice to the Dealer if T1's relevant costs change.
- 5.5 End User customers purchasing with a Credit Card are contracting directly with T1 and such transactions are subject to T1's Terms and Conditions of Sale as published. T1's Terms and Conditions of Sales outline T1's order cancellation and returns policies and its obligations under the Distance Selling Regulations (where applicable). For the avoidance of doubt A) the Distance Selling Regulations do not apply to business customers and B) The provisions of the

Distance Selling Regulations relating to cancellation and return of orders do not apply to downloaded software or boxed software where the seals have been broken or tampered with.

## **6. ORDER AND DELIVERY PROCESS FOR ON ACCOUNT ORDERS**

- 6.1 For orders placed by End User customers On Account with the Dealer, the End User contracts directly and solely with the Dealer and T1's only role will be to act as a messaging service and, if applicable, fulfilment agent. Orders placed On Account will be acknowledged by T1, but will not be fulfilled until the Dealer has confirmed its acceptance of the order using the secure online tools provided by T1.
- 6.2 Where an End User customer places an order On Account, an e-mail message will be generated by T1 and sent to the Dealer. Whilst T1 may send reminders, it is the responsibility of the Dealer to check and respond to such messages. Orders not confirmed by the Dealer within 8 working hours will be automatically rejected back to the End User.
- 6.3 The Dealer may accept or decline the End User order at its own sole discretion.
- 6.4 The Dealer shall indicate whether he wishes to fulfill any accepted orders through stocks sourced from T1, Dealers' own stock or an applicable third party supplier. In either case the responsibility for the invoicing, collection of invoices and returns from End User customers shall be the Dealer's.
- 6.5 For orders placed by End User customers On Account with the Dealer where T1 is required to fulfill the order,  
T1 will use standard delivery methods only. Priority and other special delivery methods are not available. 6.6 In order for the Dealer to request that any End User On Account order be sourced from a third party supplier, the Dealer will be required to have a trade credit account (other than on a cash with order basis) with that supplier.
- 6.7 Where the Dealer accepts an order and requests that the Products are sourced from a third party supplier, the supplier will supply the goods in a similar fashion to and under the same terms and conditions, including, but not limited to delivery charges, as any other order placed on that supplier directly by the Dealer. Dealer shall have sole responsibility for paying third party suppliers for Products sourced from them and any affiliated charges.
- 6.8 For each order placed on the Store by an End User, if the Dealer sources the Products through a third party supplier or from its own inventory, T1 shall levy a Sourcing Fee as shown in Schedule C. Any Sourcing Fees will be detailed in the monthly Reporting Pack and collected via a variable direct debit later in that same month.

## **7. PRICES, PAYMENT, REPORTING AND CUSTOMER DATA**

- 7.1 Where T1 sets the pricing paid by End User customers for Products purchased with a Credit Card, then T1 accepts responsibility for any errors and omissions. T1 reserves the right to review pricing of Products and change pricing at its sole discretion where appropriate. Where T1 has been obliged to credit or refund a Credit Card transaction for any reason including, but not limited to fraud, T1 shall show this credit on, and deduct the commission previously reported or paid from the Reporting Pack due in the month following the credit or refund.
- 7.2 If T1 has reason to suspect any fulfilled transaction is fraudulent, it reserves the right to withhold the Dealer's commission until the situation is clarified.
- 7.3 T1 undertakes to comply in all respects with the Data Protection Act and to make no other use of data relating to Dealer's customers for any purposes other than as set out in this Agreement.
- 7.4 For software Products purchased via download, T1 is obliged under the terms of its contracts with software publishers to provide them with customer registration data for those of the End User customers who have entered into a licensing agreement with that publisher. T1 will provide End User customers with the option to request restrictions on the subsequent use of data relating to that specific customer as may be provided to software publishers.
- 7.5 T1 is obliged to pass certain information relating to the Dealer's customers to third party organisations including, but not limited to, banks, in order to authorise Credit Card

- transactions on behalf of the Dealer. T1 is also obliged to subsequently maintain historical transactional data for audit and refund purposes.
- 7.6 T1 undertakes not to divulge to any other person or organisation (including, but not limited to, any sister company, subsidiary, holding company or any company under common ownership), any information relating to the End User customers other than is required in the performance of this Agreement.

## **8. CONFIDENTIAL INFORMATION**

- 8.1 All of the trade secrets and other confidential information relating to T1 and the Products, including without limitation, methods, processes, configurations, intended uses, marketing plans, financial information, business plans, the Reporting Pack, and inventory information shall be maintained in confidence by the Dealer.
- 8.2 The Dealer and T1 shall not, during the term of this Agreement or subsequent to the termination of this Agreement, divulge to any other person or organisation, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the trade secrets or confidential information relating to the other party without receiving the prior written consent of that party.
- 8.3 The Dealer and T1 shall take such actions as may be necessary to ensure that their employees and agents are bound by the provisions of this Clause.

## **9 NATURE OF RELATIONSHIP**

- 9.1 The Dealer shall be an independent contractor and not an employee of T1. The Dealer shall not represent or imply to any person or organisation that this Agreement authorises it to act as an agent or on behalf of T1, other than as provided for in this Agreement.
- 9.2 The Dealer and T1 shall not be obligated by any agreement, representation, or warranty made by the other party, nor shall they be liable for damages to any person or organization for personal injuries or property damage directly or indirectly arising out of the conduct of the other party.

## **10 LIABILITY**

- 10.1 In the event of a breach, the breaching party shall indemnify the other party for any and all manner of actions, suits, claims, damages, judgments, levies, and executions that arise against the non-breaching party as a direct result of the breach. The non-breaching party must give prompt written notice of any claim or suit that might attract this indemnity provision.
- 10.2 Neither party shall be liable to the other for consequential, economic or other indirect damages and in no event shall T1 be liable to the Dealer in excess of the aggregate sales amounts of Products in the six months prior to the date of breach in respect of which the Dealer claims.

## **11 FORCE MAJEURE**

- 11.1 If either T1 or the Dealer is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control, including, but not limited to, war, national emergency, flood, fire, earthquake or unplanned failure of equipment or networks used to effect sales of Products or processing of End User customers' payments for Products, the party unable to fulfill its obligations shall immediately give notice of this to the other party and shall do everything in its power to resume full performance.
- 11.2 On such notice being given the party shall not be deemed to be in breach of its obligations under this Agreement. However, if and when the period of incapacity exceeds ninety (90) days then this Agreement shall automatically terminate unless T1 and the Dealer first agree otherwise in writing.

**12 TERM**

- 12.1 Subject to the provisions of Section 13 the initial term of this agreement shall commence on the date of its execution and continue for a period of one year thereafter
- 12.2 Either party may terminate this agreement without cause by 90 days written notice on the other party after the initial term

**13 TERMINATION**

- 13.1 T1 shall have the right to terminate this Agreement without notice if the Dealer: fails to pay any sum due from it to T1, fails to maintain the link or links from the Site to the Store or to substantially perform any of its material obligations (other than the obligation to pay) under this Agreement and fails to remedy such failures within 48 business hours of their occurrence. Additionally T1 has the right to terminate this Agreement without notice if the Dealer: suspends or terminates the conduct of its business; or initiates or has initiated against it, any act, process, or proceeding under any applicable insolvency law or any other statute or law providing for the modification or adjustment of the rights of creditors.

**14 MISCELLANEOUS**

- 14.1.1 Any notices required or permitted to be given under this Agreement shall be sufficient if in writing and personally delivered or sent by certified mail to the address of the other party at the address set forth herein.
- 14.1.2 The Dealer may not assign its rights or delegate its duties hereunder without receiving the prior written consent of T1, which permission shall not be unreasonably withheld.
- 14.1.3 The waiver of any provision or the breach of any provision of this Agreement shall not be effective unless expressly made in writing.
- 14.1.4 This Agreement shall be governed by the laws of England.
- 14.1.5 For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly consent to the jurisdiction of the courts in the England & Wales
- 14.1.6 In the event any portion of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever, the validity of the remainder of this Agreement.
- 14.1.7 This Agreement sets forth the entire understanding between the parties relating to the subject matter of this Agreement, there being no terms, conditions warranties, or representations other than those contained in this Agreement, and no amendments shall be valid unless made in writing and signed by the parties to this Agreement.

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

The Dealer

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Transaction One

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**SCHEDULE A – T1 Contact details**

E-mail stores@transaction-one.com
Tel (direct) 020 8358 9212
Fax 020 8358 6669

**SCHEDULE B - Management fees**

Store Type Fees Cost Terms

Monthly subscription	£49	Payable in advance on the 1st of the month
Hosted Set up fee	£499	Payable in advance
Monthly subscription	£99	Payable in advance on the 1st of the month
Education Set up fee	£249	Payable in advance
Monthly subscription	£49	Payable in advance on the 1st of the month

**SCHEDULE C – Credit Card & Fraud fees, Sourcing Fees**

Store Type	Product Source	CC Orders		On Account	
		SF	CC&F	SF	CC&F
Hosted Store	T1	Nil	2.5%		
	Computers Unlimited	Nil	2.5%		
	Alternative Distributor	1% (£1 min £10 max)	2.5%		
	Dealer's Stock	N/A	N/A		
Education	T1	Nil	2.5%		
	Computers Unlimited	Nil	2.5%		

SF = Sourcing Fee (calculated on the VAT -exclusive value of each transaction)

CC&amp;F = Credit Card &amp; Fraud fee (calculated on the gross (VAT -inclusive) value of each transaction)



**Transaction One**

The power to deliver digitally



Please fill in the whole form, including official use box using a ball point pen and send it to:

**Transaction One Ltd  
The Technology Park  
Colindeep Lane  
Colindale  
London  
NW9 6BX**

### Instruction to your Bank or Building Society to pay by Direct Debit

Originator's Identification Number

**4 1 4 1 2 6**

Name(s) of Account Holder(s)

Bank/Building Society account number

Branch Sort Code

Name and full postal address of your Bank or Building Society

Reference Number

For Transaction One Ltd OFFICIAL USE ONLY  
This is not part of the instruction to your Bank or Building Society

#### Instruction to your Bank or Building Society

Please pay Transaction One Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Transaction One Ltd and if so, details will be passed electronically to my Bank/ Building Society

Banks and Building Societies may not accept Direct Debit Instructions from some types of accounts

This guarantee should be detached and retained by the Payer

### The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Transaction One Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Transaction One Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your bank or Building Society. Please also send a copy of your letter to us.