



Global Service Solutions
Got Prepaid?TM

RETAILER APPLICATION AND AGREEMENT

Name of Business: _____

DBA Name: _____

Contact Name: _____

Address 1: _____ **Address 2** _____

City: _____ **State:** _____ **Zip:** _____

Office Phone: _____ **Cell Phone:** _____

Fax: _____

Email: _____ **Website:** _____

Sales Tax ID: _____ **Fed Tax ID:** _____

Daily Credit Limit: _____ **Terms: Billing Done via ACH daily**

Owner Name: _____

Owner Driver License # _____

Owner Social Security # _____

Address 1: _____ **Address 2** _____

City: _____ **State:** _____ **Zip:** _____

Under penalty of perjury, I swear that the information on this form is true and correct.

Authorized Signature: _____
(Owner, Partner or Corporate Officer)

Print Name: _____

Title: _____ **Date:** _____

This Retailer Application and Agreement (the “Agreement”) is entered into as of this ____ day of _____, 20____ (Effective Date), by and between Global Service Solutions, Inc. (“GSS”) with its principal place of business located at 7076 Peachtree Industrial Blvd, Norcross GA 30071, and _____ with its principal place of business located at _____ (“Retailer”).

1. **Retailer Services.** GSS directly, or through an affiliate, shall make available to Retailer during the Term of this Agreement, web based reporting. Access to web site provided by GSS or an affiliated party.
2. **Term.** Retailer hereby subscribes to GSS’s Retailer services for the Term of this Agreement. Unless otherwise documented, the Term of this Agreement shall be for twelve (12) months from the effective date. This Agreement shall be automatically extended for successive periods twelve (12) months upon the same terms and conditions set forth in this Agreement unless Retailer provides written notice of election not to extend the Agreement at least (30) days prior to the expiration of the initial term or any annual extension period. At any time during the term of this Agreement, GSS may, upon 2 days advance notice to the Retailer, change the price of any Prepaid Products supplied to the Retailer by or any affiliated entity. Such price change shall be effective upon the later of two days after the date of the notice or the date specified in the notice.
3. **Prepaid Products.** GSS shall supply to Retailer prepaid telecommunications and other prepaid products in an electronic format which shall be delivered via the GSS online Portal as listed in Annexure A. Upon sale by the Retailer to a retail consumer, the electronically delivered prepaid telecommunications or other prepaid products shall be downloaded from GSS’s or its affiliates server and printed out on appropriate media for delivery to the retail customer and Retailer’s account shall be charged for such products.
4. **Appointment.** GSS hereby appoints Retailer the non-exclusive right to act as GSS’s authorized reseller for its Prepaid Products. Retailer agrees to accept such appointment on the terms and conditions set forth in this Agreement.
5. **Sales Taxes.** Retailer shall collect and remit to the appropriate authority all sales or use tax imposed in the jurisdiction in which the Retailer is located on the retail sale of the Prepaid Products.
6. **Default.** Upon the occurrence of an event of monetary default, the party not in default shall have the right to terminate this Agreement immediately upon written notice to the other party. Upon the occurrence of an event of non-monetary default, the party not in default shall have the right to terminate this Agreement upon written notice to the other party and the failure of the other party to cure such default within thirty (30) days of receiving such written notice. As used herein, the term “event of default” shall mean (a) the failure to pay any sums owing to the other party when due; (b) the failure by a party to observe or perform in any material respect, any of the covenants or agreements contained in this Agreement; or (c) a party’s insolvency, assignment for the benefit of creditors, appointment or sufferance of appointment of a trustee, a receiver or similar officer, or commencement of a proceeding seeking reorganization, rehabilitation, liquidation or similar relief under the bankruptcy, insolvency or similar debtor-relief statutes.
7. **Termination.** GSS may terminate this Agreement immediately or suspend performance hereunder upon the occurrence of an event of default or in the event any ACH debit “bounces” or in the event GSS determines it is necessary in order to protect GSS’s business or good name or if required at the request of any Prepaid Carrier or GSS Supplier. Upon termination, Retailer shall return to GSS all Equipment and supplies, return all Point of Presence Materials, and pay all sums due under this Agreement.
8. **Compliance.** Retailer shall comply with all applicable and governing local, state or federal laws, rules and regulations governing the sale of the Prepaid Products or use of the Retailer Services.
9. **Limited Warranty.** GSS shall provide to Retailer such warranties as are provided to GSS by the service provider of the Prepaid Products purchased by Retailer hereunder. The manufacturer’s or service provider’s warranties passed on to Retailer hereunder shall be the exclusive warranties provided to Retailer hereunder. **NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANT OF RETAILERABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE; AND SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**
10. **Limits on Liability.** Retailer’s sole an exclusive remedy relating to purchases under this Agreement shall be the remedy afforded by the service provider to Retailer and/or Retailer’s customers. In no event shall GSS be liable under this Agreement for lost profits, revenues, or other incidental, special, or consequential damages. In no event shall damages awarded against GSS exceed the purchase price paid for the Prepaid Products or Retailer Services for which any claim may arise.
11. **Notice.** Whenever in this Agreement notice is required or desired to be given, it shall be given in writing and personally delivered or mailed by U.S. Mail, Certified or Registered, Return Receipt Requested. If such notice is given by Certified Mail, Return Receipt Requested, then notice shall be deemed to be given on the day mailed and shall be deemed received and effective on the third (3rd) day after the date of the postmark of the mailed notice or the date posted and marked upon the receipt at the time such notice is presented to a facility of the United States Postal Service for depositing and mailing.
12. **Assignment.** Retailer shall not assign this agreement without GSS’s express written consent that may be given or withheld in GSS’s sole and absolute discretion. Any purported assignment in violation of this provision shall be void and shall be deemed an early termination of this Agreement. This Agreement shall be freely assignable by GSS and Retailer agrees to be bound unto the assignee provided it assumes GSS’s obligations hereunder.
13. **Entire Agreement.** This Agreement supersedes all other agreements between the parties pertaining to the contemplated transaction and constitutes the entire agreement of the parties regarding such matters and there are no other oral or written

statements and promises upon which any party hereto is relying, other than what is set forth herein in writing or referred to herein.

14. **Modifications or Amendment.** This Agreement may only be modified or amended if done so in writing and signed by all parties hereto. In the event one of the parties hereto does not execute a proposed amendment or modification it shall not be binding upon him.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without reference to principles of choice of law, conflict of laws or comity. Any suit, action or other legal proceeding arising out of this Agreement shall be brought in the courts of the State of Georgia. The parties to this Agreement hereby consent to the jurisdiction of such court in any such suit, action or proceeding, and waive any objection which any party may have to the laying of the venue of any such suit, action or proceeding in DeKalb County. Except that, in the event that any suit, or legal proceeding arising out of the Agreement is based on a claim over which exclusive jurisdiction is vested in the Courts of the United States, such suit, action or legal proceeding shall be brought in the Courts of the United States, such suit, action or legal proceeding shall be brought in the Courts of the United States for the State of Georgia and venue shall lay only in the United States District Court for Georgia.

16. **Non-Waiver.** The failure of either party to this Agreement to object to or to take any affirmative action with respect to any conduct of the other which is in violation, breach, or default of the terms hereof, shall not be construed as a waiver thereof, nor of any future breach or subsequent violation, breach or default.

17. **Attorney's Fees.** In the event that any suit is filed because of a dispute or disagreement under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and disbursements incurred in such suit or action from the other party.

18. **Captions.** The titles, captions or headings utilized in this Agreement are added as a matter of convenience only, and shall not be considered a material part hereof, and shall in no way effect the construction of any provision hereof.

19. **Counterparts.** This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original document for all purposes.

20. **Severability.** In the event any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then and in that event, it is the intention of the parties here-to that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is held to be illegal, invalid or unenforceable, there shall be added as a part of this Agreement a legal, valid and enforceable clause or provision as similar in terms of such illegal, invalid or unenforceable clause or provision as may be possible.

Your signature acknowledges that you are authorized to execute this agreement and are an authorized signatory and have read and understand all information contained herein, the terms and conditions and any addenda, amendments, or attachments all of which are incorporated into this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective offices being hereunto duly authorized.

Authorized Signature: _____
(Owner, Partner or Corporate Officer)

Print Name: _____

Title: _____ **Date:** _____

Annexure A

Company will make certain payments to Retailer for each AT&T subscriber activated on the AT&T prepaid plans by Retailer as listed below ("Spiff Payments"). Retailer will earn Spiff Payments for the following plans listed below. A Spiff Payment will be paid by Company to Retailer for each AT&T prepaid subscriber activated on AT&T prepaid plans listed below for each of the first three (3) months that the subscriber pays the monthly service fee for such plan. Company will pay Retailer an instant Spiff Payment for Month 1 Spiff at the time of Activation and processing of an applicable AT&T Prepaid Rate Plan as illustrated in the table below. Company will pay Retailer an instant Spiff for Month 2 and Month 3 Spiff Payments at the time of recharging by end user of an applicable AT&T Prepaid Rate Plan as illustrated in the table below.

AT&T SIM Program Commission Schedule						
AT&T Rate plan	Month 1 Spiff	Month 2 Spiff	Month 3 Spiff	Total	Airtime %	Cost of SIM
\$85.00	\$32.00	\$18.00	\$14.00	\$64.00	18.00%	\$5.00
\$65.00	\$26.00	\$14.00	\$10.00	\$50.00	18.00%	\$5.00
\$50.00	\$17.00	\$10.00	\$8.00	\$35.00	18.00%	\$5.00
\$45.00	\$14.00	\$10.00	\$8.00	\$32.00	18.00%	\$5.00
\$35.00	\$10.00	\$8.00	\$5.00	\$23.00	18.00%	\$5.00

ACH & BANKING INFORMATION:

Please include a copy of a voided check AND copy of Drivers License of Business Owner

Bank Name _____ Bank Phone _____

Bank Contact Name _____ Address _____

Account Name _____ Account Number _____

Routing Number _____

Retailer Banking Information and ACH Authorization (Must include voided BUSINESS check): This agreement is between Global Service Solutions, Inc (“Company”) and “Retailer” listed above. To accommodate electronic access for settlement, the Client does hereby authorize and instruct Company to access Client’s designated depository account and to initiate credit and/or debit entries by bank wire, payment order or Automated Clearing House (“ACH”) transfer and to authorize the banking institution (“Depository”) named below to block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the depository account indicated below and to authorize Depository to provide such access and to credit and/or debit or to block the same to such account. This authorization is without respect to the source of any funds in the depository account. In order to insure that transactions are properly handled, a specimen voided check is attached.

1. Write VOID across your check
2. Do not paste a copy of your check on this form. Send separately.
3. Attach Your Reseller Certificate

I, the undersigned, accept responsibility for security and accountability of all products sold. I authorize Global Service Solutions, or any affiliate working on the behalf of this company to withdraw funds out of the above account each day for the previous day’s sales. Reporting of sales will be made available via the Retailer portal. A deposit may be required if deemed necessary by Company.

Your signature acknowledges that you are authorized to execute this agreement and are an authorized signatory on the attached business check.

Authorized Signature: _____
(Owner, Partner or Corporate Officer)

Print Name: _____

Title: _____ **Date:** _____