

RESELLER AGREEMENT

This Reseller Agreement (the “Agreement”) is entered into as of [.....]
(the “Effective Date”)

BETWEEN

ChatPM, a software and technology company duly incorporated and validly existing under the laws of the United Arab Emirates [or the relevant UAE Free Zone], holding all required licenses and regulatory approvals applicable in the United Arab Emirates, operating as a Software as a Service (SaaS) platform hosted primarily in the United Arab Emirates, and having its principal place of business in the United Arab Emirates (the “Vendor” or “ChatPM”).AND

[.....],

(i) a company duly incorporated and validly existing under the laws of [.....], holding a valid and subsisting commercial license, and having its registered address at [.....]; or
(ii) a natural person (physical person), holding a valid government-issued identification document (passport or national ID) bearing identification number [.....], and having a registered address at [.....],

(in either case, hereinafter referred to as the “Reseller”).

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

“Products” means all software platforms, applications, tools, features, services, updates, upgrades, and related offerings developed, owned, licensed, or operated by ChatPM.

“End Customer” means any third party introduced or referred by the Reseller to ChatPM.

“Net Revenue” means amounts actually received by ChatPM after deduction of all taxes, refunds, chargebacks, credits, transaction fees, incentives, and promotional discounts.

1.2 Headings are for convenience only and shall not affect interpretation.

1.3 Any ambiguity in this Agreement shall be interpreted in favour of ChatPM.

2. APPOINTMENT AND NATURE OF RELATIONSHIP

2.1 Subject to strict compliance with this Agreement, ChatPM appoints the Reseller on a strictly non-exclusive, non-transferable, non-assignable, revocable, and limited basis solely to identify and introduce prospective customers to ChatPM within the Territory.

2.2 Nothing in this Agreement shall be deemed to create any partnership, agency, joint venture, fiduciary relationship, franchise, employment, or representative relationship.

2.3 The Reseller acknowledges that it has no authority whatsoever to bind ChatPM legally, financially, commercially, or otherwise.

3. ABSOLUTE LIMITATION OF AUTHORITY

3.1 The Reseller shall not, under any circumstances:

- enter into contracts on behalf of ChatPM;
- make representations, warranties, guarantees, or commitments.
- modify pricing, subscription plans, or contractual terms.
- issue quotations, invoices, or commercial offers.

3.2 Any unauthorized act shall be null and void and undertaken entirely at the Reseller's own risk and liability.

4. TERRITORY AND NON-EXCLUSIVITY

4.1 The Reseller may operate solely within the following territory:
[.....] (the "Territory").

4.2 ChatPM retains the unrestricted right, at its sole discretion, to:

- appoint additional resellers.
- sell directly to customers.
- appoint strategic partners or affiliates.
- amend, restrict, or withdraw the Territory at any time.

5. COMMERCIAL MODEL AND COMMISSION

5.1 All contractual relationships with End Customers shall be entered into exclusively between ChatPM and the End Customer.

5.2 Subject to this Agreement, the Reseller may be entitled to a commission of twenty percent (20%) of Net Revenue actually received by ChatPM from qualifying transactions directly attributable to the Reseller.

5.3 Commission entitlement is conditional upon:

- full payment by the Reseller to ChatPM of an annual ChatPM Solo Subscription Package (Reseller to buy a minimum of 2 ChatPM licenses for a duration of 12 months upfront at the start of this agreement).
- full payment being received by ChatPM from qualifying transactions directly attributable to the Reseller.
- activation and operation of the relevant subscription plans or service;
- no refund, cancellation, or chargeback being exercised.

5.4 ChatPM's internal accounting records shall be final and binding for commission calculations.

5.5 No commission shall be payable for unpaid, cancelled, trial, demo, internal, or promotional accounts, or sales concluded independently of the Reseller.

6. PRICING AND COMMERCIAL CONTROL

6.1 ChatPM retains exclusive control over pricing, subscription structures, discounts, and commercial strategy.

6.2 The Reseller shall not deviate from approved pricing under any circumstances.

6.3 Any breach of this Clause constitutes a material breach.

7. TECHNICAL SUPPORT AND SERVICE DELIVERY

7.1 ChatPM shall retain sole responsibility for technical support, maintenance, updates, upgrades, and post-sale customer service.

7.2 The Reseller shall not provide service level guarantees, technical commitments, or product customisations.

8. INTELLECTUAL PROPERTY AND BRAND PROTECTION

8.1 All intellectual property rights remain the exclusive property of ChatPM.

8.2 ChatPM grants the Reseller a limited, revocable, non-exclusive license to use approved trademarks solely for authorised marketing purposes during the term of this Agreement.

8.3 Upon termination, all use of ChatPM intellectual property shall cease immediately.

9. CONFIDENTIALITY AND DATA PROTECTION

9.1 Each Party shall keep confidential all non-public commercial, technical, financial, and strategic information.

9.2 All customer data, leads, analytics, and communications shall be the exclusive property of ChatPM.

9.3 Confidentiality obligations shall survive termination for five (5) years.

10. COMPLIANCE WITH LAWS

10.1 The Reseller shall comply with all applicable laws, regulations, sanctions, AML, data protection, and cybersecurity requirements.

10.2 Any violation shall constitute grounds for immediate termination.

11. TERM AND PERFORMANCE CONDITIONS

11.1 This Agreement shall commence on the Effective Date and remain in force for an initial term of twelve (12) months.

11.2 Renewal shall be at ChatPM's sole discretion and conditional upon:

- maintaining an active ChatPM Solo Yearly Subscription by the Reseller; and
- closing at least one ChatPM Enterprise Yearly Subscription deal.

12. TERMINATION

12.1 ChatPM may terminate this Agreement at any time, with or without cause, upon written notice.

12.2 Immediate termination shall apply in the event of breach, misrepresentation, reputational harm, or legal exposure.

12.3 Upon termination:

- all rights and licenses shall cease immediately.
- accrued commissions only shall remain payable.

- no compensation or goodwill shall be due.

13. LIMITATION OF LIABILITY AND INDEMNITY

13.1 ChatPM shall not be liable for any indirect, consequential, or economic losses.

13.2 The Reseller shall fully indemnify and hold harmless ChatPM from all claims arising from the Reseller's acts or omissions.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Agreement, including any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the United Arab Emirates.

14.2 The Parties shall use their best efforts to amicably resolve any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach, or termination (a "Dispute").

14.3 If the Parties fail to resolve the Dispute amicably within thirty (30) days from the date on which either Party notifies the other Party in writing of the existence of such Dispute, the Dispute shall be finally and exclusively resolved by arbitration.

14.4 The arbitration shall be conducted under the Rules of Arbitration of the Dubai International Arbitration Centre (DIAC) in force at the time of commencement of the arbitration, which Rules are deemed to be incorporated by reference into this clause.

14.5 The seat and legal place of arbitration shall be Dubai, United Arab Emirates. The arbitration proceedings shall be conducted in the English language.

14.6 The arbitral tribunal shall consist of one (1) arbitrator, to be appointed in accordance with the DIAC Rules. The arbitrator shall have the necessary legal expertise and experience in commercial and technology-related disputes.

14.7 The arbitral award shall be final, binding, and enforceable upon the Parties, and judgment upon the award may be entered and enforced by any court of competent jurisdiction in accordance with applicable law.

14.8 Nothing in this Clause shall prevent or restrict ChatPM from seeking urgent interim, conservatory, or injunctive relief, including but not limited to measures for the protection of intellectual property rights or confidential information, from the arbitral tribunal or from any competent court, without this being deemed a waiver of the agreement to arbitrate.

15. MISCELLANEOUS

15.1 This Agreement constitutes the entire agreement between the Parties.

15.2 No amendment shall be valid unless in writing and signed by ChatPM.

15.3 If any provision is held invalid, the remaining provisions shall remain enforceable.

SIGNATURES

For ChatPM (Vendor)

Name:

Title:

Signature:

Date:

For Reseller

Name:

Title:

Signature:

Date: