



Instructions

Thank you for considering the Partner Program through AE BACKOFFICE, LLC ("AEB").

The terms and conditions and commission payout are outlined on the final pages of the Partner Agreement.

Once you've agreed to the terms and conditions and commission rates, please complete the following forms:

1. Partner Application
 - A. Input important contacts along with details about your business.
2. Partner Agreement
 - A. Fill in your company name, address, contact information, and FEIN/SSN on the agreement by typing directly on the form.
 - B. Initial the bottom right corner of each page, including Addendum.
 - C. Sign your name on where appropriate.
 - D. Fill in the W9 and Direct Deposit forms (W9's can be accessed [here](#)) or by typing this link into your browser: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
3. Return the signed agreement to jkeane@aebackoffice.com

Once we receive the agreement, you will receive an email detailing next steps. We will also email you the countersigned agreement for your files.



Partner Application

Information collected in this document is confidential and will be used to help determine how to best support you as our Partner.

In addition to filling out the Partner Agreement and Addendum, please provide the requested information as accurately as possible in the blank fields. If information is not applicable, please write N/A in the space provided.

- ONLY COMPLETE APPLICATIONS WILL BE PROCESSED -

PRIMARY CONTACT

*(This is the day-to-day contact for your company.
All communication will initially go through this person.)*

Name: _____

Primary Phone: _____

Email: _____

Birthday Month: _____

EXECUTIVE CONTACT

(Principal/Owner)

Name: _____

Primary Phone: _____

Email: _____

Birthday Month: _____

COMMISSION CONTACT

(If different from Primary Contact)

Name: _____

Primary Phone: _____

Email: _____

SALES REPS

Name/Phone: _____

Email: _____

Name/Phone: _____

Email: _____

Name/Phone: _____

Email: _____

Name/Phone: _____

Email: _____

Name/Phone: _____

Email: _____

Name/Phone: _____

Email: _____

Name/Phone: _____

Email: _____

Name/Phone: _____

Email: _____

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Type of Business (50% or more of your revenue comes from)

| | | | |
|--------------------------|-----------------------|------------------|------------------------|
| Consultant | MSP | TEM/Auditor | VAR/Network Integrator |
| Call or Contact Center | Professional Services | Telecom Partner | Referral |
| Software Integrator | Distributor | Cable or Cabling | Other _____ |
| Phone Systems Integrator | Systems Integrator | | |

What markets do you sell to/Core Business Focus? (Select all that apply)

| | |
|------------|------------|
| SMB | Enterprise |
| Mid-market | Other |

What technologies are you currently selling? (Select all that apply)

| | | | | |
|---------------------|--------------------|----------|------------------|-------------|
| Cloud | Data | Hardware | Managed Services | Voice |
| Consulting Services | Expense Management | Internet | Software | Other _____ |
| Security | | | | |

What verticals do you sell to? (Select all that apply)

| | | | | |
|--------------|----------------|---------------|-----------------------|-------------|
| Education | Government | Hospitality | Professional Services | Other _____ |
| Finance | Healthcare | Manufacturing | Retail | |
| Construction | Consumer Goods | Insurance | Technology | |

What year was your company established? _____

How many total employees? _____ Sales employees? _____ Technical employees? _____

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Partner Agreement

REPRESENTATIVE

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Contact Name: _____ Email: _____

FEIN/SSN: _____

Rep Initial Here _____



Partner is a () Corporation, () Partnership, () LLC, () Sole Proprietorship duly organized and in good standing under the laws of _____ and has full and unrestricted power and authority to execute and perform under this Agreement.

INTRODUCTION

This Partner Agreement (the "Agreement") is entered into by and between AE BACKOFFICE, LLC ("AEB") with its principal office located at 111 Town Square Place, Jersey City, NJ, 07310, and the partner named above ("Partner"). In this Agreement, the words "AE BACKOFFICE", "we", "our", and "us" mean AEB and the words "you" and "your" mean the Partner and its employees and sub-agents if any. AEB and Partner may be referred to as each a "Party" and collectively the "Parties".

Whereas, the Partner is engaged in the business of soliciting orders from customers.

Whereas, AE BACKOFFICE desires the use of services of Partner, and Partner desires to provide its services to AE BACKOFFICE for the solicitation of orders from customers for the sale of products and services (as hereafter defined) as set forth in the attached Addendum.

AGREEMENT

1. Relationship - Partner is an independent contractor and is not an employee of AEB. Notwithstanding the use of the term "Partner" hereunder, no statutory or common law partnership, joint venture, agency, or any other relationship exists between the Parties outside of the contractual obligations created hereby. Partner has no authority to act for or on behalf of AEB and is not authorized to incur any obligation on behalf of AEB or to bind AEB in any manner whatsoever.

In the performance of the work, duties, and obligations devolving upon Partner under this Agreement, AEB shall neither have nor exercise any control or direction over the methods by which Partner shall perform the work and functions accepting that Partner does by this agreement agree to perform its work and functions at all times consistent with the terms of this Agreement and in reasonable accordance with currently approved industry methods and practices in the Partner's industry. The work and services shall be performed and rendered in a competent and efficient manner as determined by AE BACKOFFICE in its sole discretion.

Partner shall comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and regulations. Partner shall treat all payments received under this Agreement as monies received as an independent contractor and not as an employee. AEB shall not be required to and shall not withhold any sums for the payment of payroll or other taxes from the sums paid to the Partner. Partner shall pay any and all tax including, but not limited to, federal or state income taxes and all federal and state unemployment compensation taxes on receipt of compensation under this Agreement. AEB and Partner each covenants not to make any representations to the contrary.

2. Services - AEB appoints Partner as a non-exclusive representative within the contiguous 48 states of the United States to promote the sale of and solicit orders for the services ("Services") of AEB's service providers

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("Provider(s)") as set forth in Addendum A-1 (the "Addendum"), attached hereto and incorporated herein. AEB reserves the right to add to or delete from the Services at its sole option and may or may not provide notice to Partner in writing of such additions or deletions. Partner shall only represent and sell Services to potential customers under the terms and conditions set forth by the Providers and as Services are described in the direct underlying agreements between AEB and Providers. Partner understands and agrees that each Provider may make changes relating to its Services at the Provider's sole discretion. Further, to the extent any Services are governed by tariffs filed by a Provider with a state or federal regulatory agency, Partner shall not deviate from the description of the Services set forth in such tariffs when making representations about the Services to customers.

3. Order Processing, Customer Service, Billing and Collection – AEB shall have the right, at its sole discretion, to accept or reject all Service orders and to determine the terms and conditions of the Services or other adjustments without liability to Partner. AEB shall not be liable for any such action by a Provider regardless of any damages that Partner may suffer. Partner is not mandated to provide customer service to any customer solicited by Partner, including billing, collections, or repair services; however, Partner agrees to assist with collection from time to time if requested by AEB. Partner shall not package any other business activity in such a manner to cause customers to pay fees in excess of tariff rates to obtain Provider Services. The foregoing limitation on adding to or increasing any Provider rates notwithstanding, Partner may charge separate consulting fees to customers, so long as it is in their ordinary course of business with their customers, and is pursuant to a separate written contract with such customers and such fees do not impact or increase the rates provided by the Provider.
4. Product Literature and Marketing Materials – AEB shall make literature and materials relating to any Provider and its Services at prevailing prices available to Partner. Partner shall not develop or use any product literature other than that provided by a Provider without the written consent of AEB.
5. Trademarks and Trade Names – AEB has advised Partner that AEB owes various contractual obligations to each Provider. As a result of AEB's contractual obligations, Partner agrees to the following restrictions for the benefit of AEB and its Providers:
 - a. Partner agrees to comply with the standards of usage for a Provider's trademarks and trade names issued or to be issued by a Provider from time to time.
 - b. Partner shall not use any Provider's name, name of a Service provided by the Providers, the Providers' symbol, any trademark, service mark, or logo of any Provider without AEB's prior written consent, which may be granted or refused for any reason.
 - c. Without limiting the foregoing, Partner shall not advertise, market, or provide information about any Provider's services or use any Provider's trademarks, service marks, logos, or other intellectual property, on the Internet or on any print or electronic media without AEB's prior written consent, which may be granted or refused for any reason.
 - d. Breach of any of the foregoing provisions shall be considered a material breach of this Agreement and shall result in immediate termination of this Agreement without further liability whatsoever to Partner by AEB.

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6. Term and Termination

- a. The initial term ("Initial Term") of this Agreement shall be for one (1) year commencing on the Effective Date. This Agreement shall automatically renew for consecutive additional periods of one (1) year (each, a "Renewal Term"), unless terminated by either Party in writing at least ninety (90) days prior to the expiration of the Initial Term or the Renewal Term then in effect (as applicable). The Initial Term and any applicable Renewal Term(s) shall hereafter be referred to collectively as the "Term".
- b. AEB may terminate this Agreement upon written notice to Partner in the event of:
 - i. Breach of any material provision of this Agreement by
Partner; or
 - ii. Partner defaults, fails to perform its obligations
hereunder; or
 - iii. participates or engages in any activity relating to fraud against a Provider
or AEB; or
 - iv. Partner falsifies or forges any order for service; or
 - v. Partner's insolvency, bankruptcy, receivership, or
dissolution; or
 - vi. Partner's assignment of the Agreement without AEB's written
consent. No commission shall be payable following any termination
pursuant to this Section 6.B.

7. Representation, Warranties and Covenants - Partner represents, warrants, and covenants to AEB that at the Effective Date and continuing for the Term of this Agreement that:

- a. Partner has obtained all licenses, permits, and other authorizations necessary to perform its obligations under this Agreement and shall maintain same, as required, in full effect during the Term of this Agreement and shall comply with all applicable tariffs and orders of judicial and regulatory bodies and all local, state, and federal laws.
- b. That neither the execution and delivery of this Agreement nor the sale of the Provider's services in accordance with the terms of this Agreement violates or will violate i) the provisions or obligations of any other agreement to which Partner is a party or by which it is bound, or ii) Partner's articles of incorporation, by-laws, or similar corporate governance documents.

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- c. Partner will not (i) discredit, dishonor, reflect adversely upon or injure the reputation or business of AEB or any Provider; (ii) commit any act or undertake any activity that interferes with any relationship between AEB and any of its Providers or other independent sales partners.
8. Indemnification - Each Party shall indemnify, defend, and hold the other Party (and its officers, directors, employees, representatives, and affiliates thereof) harmless from and against any and all claims, demands, actions, losses, and damages, assessments, charges, liabilities, costs and expenses (including, without limitation, interest, penalties, attorney's fees and disbursements), which may at any time be suffered or incurred by, or be asserted against, any and all of them directly or indirectly, on account of or in connection with:
- a. The other Party's default under any provision herein, breach of any warranty or representation herein, or failure in any way to perform any obligation hereunder; or
- b. Bodily injury or damage to property (including death) to any person (including, without limitation, any employee of either Party and any third person), and any damage to or loss of use of any property arising out of or in any way relating to the Services or pursuant, directly or indirectly, to the Agreement.
- c. Each Party shall hold the other Party harmless and indemnify the other Party from and against any claim, cause of action, judgment, liability, or expense relating to or arising out of the acts or omissions of Partner's employees, contractors, and sub-agents.
9. Liability - In no event shall either Party be liable for special, indirect, incidental, or consequential damages, including loss of profits arising from the relationship or the conduct of business contemplated herein. Without limiting the previous sentence, in no event shall AEB's liability in connection with this Agreement exceed one month's average commission paid to Partner.
10. Confidentiality - All information disclosed by either Party to the other pursuant to this Agreement, other than such information as may be generally available to the public or the industry, is and will be disclosed to it in confidence solely for its use in the conduct of its business. Each Party agrees to keep such information confidential indefinitely and not to disclose it to any other person or use it during the Term of this Agreement or after its termination except in carrying out its obligation hereunder or in response to obligations imposed by tariff or order of a court or regulatory body. Partner shall not disclose the terms and conditions of this Agreement to any person or entity without the prior written consent of AEB, which may be granted or withheld in AEB's sole discretion.
11. Sub-agents - All management, recruiting, payment and support of Partner's subagents ("Sub-agents") will be the sole responsibility of Partner. During the Term, Partner will not solicit any person employed by or under contract with AEB for the purpose of inducing them to terminate their employment, engagement or relationship with AEB. AEB may provide training and support to Partner's Sub-agents provided Partner is in agreement with said training and support.
12. Miscellaneous - The terms of this Agreement shall be governed by and construed in Accordance with the laws of New Jersey. Venue for any litigation arising under this Agreement shall be in New Jersey. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Failure to enforce any rights relating to a Party's default hereunder shall not constitute a waiver. Provisions of this Agreement identified by the context to survive the termination or expiration of this Agreement shall so survive. This Agreement (including any Exhibits hereto) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments,

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or understandings with respect to the matters provided for herein. This Agreement shall not be amended except by written amendment signed by authorized Partners by both parties hereto. All Section headings and captions used in the Agreement are purely for convenience and shall not affect the interpretation of the Agreement.

Both parties agree to the terms in this Agreement and any referenced addendums as of the Effective Date below.

Company Name: AEBACKOFFICE, LLC. ("AEB")

Company Name: _____

Signature: _____

Signature: _____

Print Name: Jeffrey M. Keane

Print Name: _____

Title: Vice President, Sales

Title: _____

Date: _____

Date: _____

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AddendumA-1

Commissions

1. Providers The Partner shall be authorized to offer the services of all AEB Providers.
2. Commissions
 - a. Definitions – “Commissionable Accounts” is defined as new accounts solicited by Partner, excluding existing account conversions, in accordance with a Provider’s then existing rates for Services (whether by tariff or otherwise) and sold by Partner in accordance with this Agreement. “AEB Commissions” is defined as the gross commissions AEB receives from a Provider or by a contracted client (the “Client”) remitting payment to AE, relating to Commissionable Accounts, but excluding SPIFF’s and Bonuses paid up-front on a Commissionable Account.
 - b. Evergreen – As long as AEB is receiving AEB Commissions from a Provider or Client for Partner’s Commissionable Accounts, Partner will be paid its share of such AEB Commissions according to the terms and conditions of the Agreement. At no time will AEB be liable to pay Partner more than the rates listed in the Commission Rate Table of the AEB Commissions paid to AEB from a Provider or Client for Partner’s Commissionable Accounts for a Provider’s Services. In the event that a Provider or Client should default or discontinue commission payments to AEB as contracted, AEB will not be liable to Partner for such commissions.
 - c. SPIFFs and Bonuses – AEB will pay Partner 100% of SPIFF and Bonus earned solely as a result of Partner’s procurement of a single Commissionable Account upon order acceptance of the Services by a Provider and payment of the SPIFF or Bonus to AEB.
 - d. Payment Schedule – Commissions shall be payable to Partner ten (10) business days after the end of the month, so long as AEB Commissions were received by AEB from the applicable Provider or Client by the twentieth (20th) of that month. No paper commission checks under \$500 shall be mailed, but shall be accrued until Agent is due at least \$500 of commissions. If the Partner has provided AEB with their corresponding ACH information, the monthly commission payment will be made regardless of the commission amount. Any commissions to be paid to Partner hereunder shall be based solely on the amounts actually received by AEB from a particular Provider for Services sold to Partner’s Customers hereunder.
 - e. Obligation – AEB shall only be obligated to pay Partner only after AEB receives its AEB Commissions from a Provider or payment by the Client.
 - g. Commissions on New Accounts; Residual or Up Front – During the Term of this Agreement, and provided Partner is not in default of any obligations hereunder, Partner shall be entitled to receive either a monthly re-occurring residual commission on AEB Commissions for Commissionable Accounts per the commissions rate table or an up-front lump sum commission for Commissionable Accounts per the commissions rate table based on the types of Services and the terms and conditions of commission payments to AEB by a Provider or payment by the Client. Commissions for a Commissionable Account shall not be deemed earned by Partner unless and until AEB receives the AEB Commissions for the Commissionable Account from the Provider or payment by the Client. AEB reserves the right in its sole discretion to retain as security for up-front lump sum charge backs, any percentage or all of an up-front lump sum commission until such time as the Commissionable Account has billed past any Provider charge-back period or Clients agreed upon payment for services rendered.
 - h. Charge Back of Commissions – In addition to AEB’s right to withhold up-front lump sum commissions as security during charge back periods, AEB reserves the right to debit against Partner’s commission any commission payment amounts previously paid or require Partner to repay any such commission that are charged back to AEB by the Provider

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or the Client for Partner accounts. Partner agrees if AEB requests repayment of commissions, Partner will pay AEB within thirty (30) days of receiving AEB's request. AEB will share with Partner the Provider supplied detail regarding Partner's commissions charge back or any detail pertaining to unpaid services by the Client.

**Commission Rate
Table**

Unless expressed otherwise, the commissions set forth in the "Commission Percentage" column equals the percentage of the AEB Commissions that AEB will pay to Representative if AEB receives its AEB Commissions from the applicable Provider and or payment by a contracted Client. Commission Percentages may be adjusted up or down if the percentage paid to AEB is adjusted up or down by the applicable Provider.

| Commissions Rate Table | | | | |
|------------------------|---------------|------------------|----------|--|
| Partner Level | IoT Solutions | Managed Services | Projects | Commitment Level |
| Platinum | 10% | 10% | 10% | \$10,000 per month in new sales after 6 months |
| Gold | 9% | 9% | 9% | \$2,500 per month in new sales after 6 months |
| Silver | 8% | 8% | 8% | No Commitment Required |

Up-Front or One Time Charges are paid at agreed upon Partner Level ONE TIME ONLY

Any product or service that bills on a monthly recurring basis will be paid at agreed upon Partner Level monthly (Residual).

Authorization Agreement for Electronic ACH Credits

Please complete the form and return it to AEB with a copy of a voided check.

You may return this form via email to svarughese@aebackoffice.com with a cc to jkeane@aebackoffice.com or regular mail to:

AE BACKOFFICE, LLC
111 Town Square Place
Jersey City, NJ, 07310

For commission payments related to contracts in effect with AE BACKOFFICE, LLC, I hereby authorize AE BACKOFFICE, LLC to initiate credit and/or debit entries to my checking/savings account at the financial institution named below, hereafter referred to as bank.

| Bank Name | Routing Number | State | Type | Account Number |
|-----------|----------------|-------|---|----------------|
| | | | <input type="radio"/> Checking <input type="radio"/> Savings | |

This authorization is to remain in full force and effect until AE BACKOFFICE, LLC has received written notification from me of its termination, in such time and such manner as to afford AE BACKOFFICE, LLC and bank a reasonable opportunity to act on it.

Company: _____

Principal Contact Name: _____ Date: _____

Principal Signature: _____

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