BizExchangeX Master Vendor Participation Agreement

Master Agreement

Version 2.1

This Master Vendor Participation Agreement (the "Agreement") is between BizExchangeX, Inc., a Texas corporation ("BEX"), and the legal entity identified in the electronic execution record ("Vendor"). The Agreement consists of this Master Agreement, the assigned published Commission Schedule, any published addenda accepted by both parties, and the immutable electronic execution record. BEX and Vendor are each a "Party" and together the "Parties."

1. Purpose and Participation

1.1 BEX operates a business-services marketplace and procurement platform that may introduce or facilitate opportunities between buyers and vendors.

1.2 BEX may admit, classify, suspend, or remove vendors from the marketplace in accordance with published marketplace rules. Admission does not guarantee leads, sales, revenue, ranking, exclusivity, or any minimum level of activity.

1.3 Vendor may participate only after BEX assigns an applicable Commission Schedule and Vendor executes the current published Master Agreement and assigned Schedule.

1.4 All marketplace activity is strictly Business-to-Business (B2B). Vendors represent and warrant that they will not offer or facilitate consumer-facing (B2C) services through BEX.

2. Definitions

2.1 "BEX-Originated Customer" means a customer first identified, introduced, referred, matched, or materially facilitated for Vendor through BEX, as shown by BEX marketplace, procurement, referral, campaign, communication, or audit records.

2.2 "BEX-Originated Opportunity" means an inquiry, request, bid, quote, referral, procurement event, or commercial opportunity involving a BEX-Originated Customer or materially facilitated through BEX.

2.3 "Commission" means the amount payable to BEX under the assigned Commission Schedule.

2.4 "Commissionable Revenue" means the revenue, profit, recurring charge, one-time charge, fee, incentive, residual, rebate, or other value included in the calculation basis stated in the assigned Commission Schedule.

2.5 "Customer Agreement" means the contract directly between Vendor and a customer for products or services.

2.6 "Expansion Transaction" means any renewal, extension, amendment, upgrade, add-on, additional location, additional user, cross-sell, replacement, migration, new product, new service, or other additional transaction involving a BEX-Originated Customer.

2.7 "Marketplace Records" means BEX records concerning identity, attribution, requests, invitations, bids, messages, contracts, events, commissions, and audit history.

2.8 "Schedule" means any published Commission Schedule (including A, B, C, D, E, F or successor) assigned to Vendor.

3. Relationship of the Parties

3.1 Vendor, not BEX, contracts directly with each customer and is solely responsible for pricing, contracting, implementation, delivery, support, warranties, service levels, billing, collection, taxes, regulatory compliance, and performance.

3.2 BEX is a marketplace facilitator and procurement or referral platform. BEX is not the provider, reseller, employer, partner, joint venturer, fiduciary, agent, broker, or representative of Vendor or any customer except to the limited extent expressly stated in a signed writing.

3.3 Vendor has no authority to bind BEX, make warranties on BEX's behalf, collect funds for BEX except as expressly authorized, or describe BEX as the provider of Vendor's products or services.

3.4 Vendor remains free to reject an opportunity before committing to a customer. Once accepted, Vendor must deal fairly, professionally, and in compliance with applicable law and BEX marketplace rules.

3.5 BEX Funds & Role. BEX is a pure marketplace facilitator and does not hold, transmit, or touch customer or Vendor funds except as a pass-through revenue share from third parties where applicable. BEX is not a money transmitter, broker, dealer, fiduciary, or provider of any products or services to end-users.

3.6 BEX is not a party to any underlying supplier, carrier, or channel agreement and assumes no liability thereunder.

4. Opportunity Attribution and Direct Dealings

4.1 BEX Marketplace Records are prima facie evidence of BEX origination, subject to Vendor's right to submit documented contrary evidence within thirty days after the opportunity first appears in Vendor's account.

4.2 A pre-existing customer exclusion applies only if Vendor gives BEX contemporaneous written evidence that Vendor had an active, documented commercial opportunity with that customer during the six months before BEX's recorded introduction. A customer name in a database, inactive historical account, unsolicited mailing list, or unsupported assertion is insufficient by itself.

4.3 Vendor may communicate and contract directly with customers. Direct dealing does not eliminate Commission, reporting, attribution, audit, or non-circumvention duties.

4.4 Vendor must preserve the BEX opportunity identifier in its customer, quote, order, billing, and reporting records where commercially reasonable.

5. Commission Obligation

5.1 Vendor will pay BEX the Commission specified in the assigned Schedule for each BEX-Originated Opportunity and BEX-Originated Customer.

5.2 Unless the assigned Schedule expressly provides otherwise, Commission applies to the initial transaction and all Expansion Transactions for as long as Vendor or its affiliate receives Commissionable Revenue from the BEX-Originated Customer.

5.3 Commission obligations are earned and calculated according to the assigned Schedule and are not avoided by changing contracting entities, sales channels, product names, account numbers, billing methods, affiliates, subcontractors, or fulfillment providers.

5.4 Vendor may not deduct overhead, sales compensation, unapproved allocations, internal charges, taxes collected for a taxing authority, or other amounts unless the assigned Schedule expressly permits the deduction.

5.5 No Commission becomes payable solely because an opportunity is created. The assigned Schedule controls the applicable customer-payment, Vendor-receipt, invoicing, and remittance triggers.

6. Renewals, Expansions, and Survival

6.1 Commission rights extend to renewals and Expansion Transactions involving a BEX-Originated Customer, including transactions outside the category of the original opportunity, unless the assigned Schedule expressly narrows that scope.

6.2 Vendor must report Expansion Transactions even if they are negotiated outside BEX.

6.3 Termination, suspension, expiration, or replacement of this Agreement does not eliminate accrued Commission obligations or continuing Commission rights for BEX-Originated Customers and Opportunities created before the effective termination date. Commission rights and attribution carry over if a Vendor migrates between Schedules.

7. Reporting, Invoicing, and Payment

7.1 By the fifteenth day of each month, Vendor will submit a complete report via the BEX platform for the preceding calendar month identifying originated opportunities, closed and lost opportunities, customer contracts, invoices, collections, credits, refunds, cancellations, renewals, and Expansion Transactions, together with the Schedule-specific calculation data. A report is required even when no Commission is due. Vendor must certify each report as complete and accurate through an authorized user.

7.2 Automatic notifications are sent on the 1st (period opens), 10th (reminder), and 15th (final notice with suspension warning). Failure to submit reports before the next period may result in suspension. Repeated or extended failure may result in de-platforming, at which time all accrued and future commissions become immediately due.

7.3 All commissions owed directly to BEX must be paid through the BEX platform. Separately, when a third-party supplier, Technical Service Distributor (TSD), distributor, or carrier participates in revenue sharing, BEX is paid its Commission directly from the third party, and the remaining portion of any channel compensation flows directly from that third party to the Vendor. In no circumstance does BEX pay any amounts to Vendors or buyers under this Agreement.

7.4 Vendor must notify BEX of a good-faith dispute within ten business days after receipt of an invoice, identify the disputed amount and basis, provide supporting records, and timely pay all undisputed amounts.

7.5 Credits, refunds, chargebacks, cancellations, bad debt, and corrections may be applied only as allowed by the assigned Schedule and must be supported in the next monthly report.

7.6 Amounts not paid when due accrue interest at the lesser of one percent per month or the maximum lawful rate.

8. Records and Audit

8.1 Vendor will maintain complete records sufficient to verify attribution, sales, contracts, invoices, collections, direct costs, credits, renewals, expansions, reports, and Commission calculations for seven years after the applicable transaction or longer if required by law.

8.2 On at least ten business days' written notice, BEX or an independent auditor bound by confidentiality may inspect relevant records during normal business hours. BEX ordinarily will not conduct more than one routine audit in a twelve-month period, but may conduct additional reviews following a material discrepancy, suspected circumvention, fraud, or regulatory request.

8.3 BEX bears routine audit costs. If an audit identifies an underpayment greater than five percent for the audited period, Vendor will promptly pay the deficiency, lawful interest, and BEX's reasonable audit costs.

8.4 BEX reserves the right to audit Vendor records as necessary or on a random basis for the protection of buyers, vendors, and marketplace integrity, subject to the notice and cost provisions herein.

9. Non-Circumvention

9.1 Vendor will not bypass, conceal, reclassify, redirect, or structure a transaction to avoid BEX attribution, reporting, or Commission obligations.

9.2 Prohibited conduct includes moving an opportunity off-platform for avoidance purposes, using an affiliate or third party to contract or bill, failing to report an Expansion Transaction, or encouraging a customer to omit BEX from attribution records.

9.3 Nothing in this Section prevents direct Vendor-customer service, communication, contracting, billing, or support consistent with this Agreement.

10. Vendor Qualifications and Compliance

10.1 Vendor represents throughout the term that it is duly organized, authorized to enter this Agreement, and properly licensed, registered, insured, and qualified to provide its offered products and services in each applicable jurisdiction.

10.2 Vendor will comply with applicable laws, professional rules, privacy and security duties, accessibility requirements, sanctions and export controls, anti-bribery laws, and BEX marketplace policies.

10.3 Vendor will provide current tax forms, insurance certificates, licenses, professional credentials, ownership information, and compliance attestations reasonably requested by BEX.

10.4 Vendor will promptly notify BEX of any license suspension, material regulatory inquiry, data breach, insolvency event, criminal charge involving dishonesty, material customer-safety issue, or other event reasonably affecting marketplace eligibility.

10.5 Vendor may not offer a regulated professional service under a Schedule that has not been cleared and published for that profession and jurisdiction.

10.6 Insurance. Vendor represents that it maintains commercially reasonable insurance coverage appropriate to the nature of its services, including but not limited to commercial general liability insurance of at least One Million Dollars ($1,000,000) per occurrence and professional liability (errors and omissions) coverage where applicable. Vendor is strongly encouraged to maintain cyber liability insurance when handling client data. Vendors must name BEX as an additional insured upon request and provide certificates of insurance within ten (10) business days. BEX may grant written waivers of the proof requirement for low-risk or early-stage Vendors. In cases where a waiver is granted or proof is not provided, the Vendor accepts full legal responsibility and liability for any risks arising from lack of insurance, and BEX will clearly disclose this election in the Vendor’s marketplace profile, listings, and relevant bid responses so that buyers are fully informed. BEX reserves the right to require minimum insurance coverage and current certificates for regulated, high-risk, financial services, or other categories at its sole discretion.

10.7 Vendor will not offer B2C services and will comply with all B2B-specific regulations.

11. Vendor Performance and Customer Responsibility

11.1 Vendor is solely responsible for Vendor content, proposals, representations, pricing, personnel, subcontractors, products, services, delivery, support, warranties, refunds, and customer disputes.

11.2 Vendor will not make false, misleading, discriminatory, deceptive, infringing, or unsubstantiated statements through BEX.

11.3 Vendor will maintain commercially reasonable information-security and business-continuity controls appropriate to the services and data involved and will cooperate with legitimate customer and BEX diligence requests.

11.4 BEX may investigate complaints and may pause invitations, listings, bids, or marketplace access while reviewing a material risk.

12. Confidentiality and Data

12.1 Each Party will protect the other Party's nonpublic business, technical, customer, pricing, and security information using at least reasonable care and will use it only to perform or enforce this Agreement.

12.2 Confidentiality does not cover information independently developed, lawfully received without restriction, publicly available without breach, or required to be disclosed by law after legally permitted notice.

12.3 Each Party remains responsible for its own compliance with applicable privacy and data-protection law. Vendor may use customer and Marketplace Records only for the applicable opportunity, Customer Agreement, support, compliance, and other expressly authorized purposes.

12.4 BEX may retain and use Marketplace Records to operate, secure, audit, improve, and enforce the marketplace, subject to applicable law and published privacy terms.

13. Intellectual Property and Publicity

13.1 Each Party retains ownership of its pre-existing intellectual property. No rights transfer except the limited licenses expressly granted here.

13.2 Vendor grants BEX a nonexclusive, worldwide, royalty-free license during the term to display Vendor's approved name, marks, listings, product information, and collateral for marketplace operation and promotion. Vendor represents it has authority to provide that content.

13.3 Vendor may use BEX marks only under current brand guidelines and may not imply endorsement, exclusivity, certification, or partnership without written authorization.

14. Representations and Disclaimers

14.1 Each Party represents that the person executing this Agreement is authorized to bind that Party.

14.2 Except for express written commitments, the BEX marketplace is provided "as is" and "as available." BEX disclaims implied warranties to the maximum extent permitted by law and does not guarantee opportunity quality, customer credit, transaction completion, uninterrupted access, or Vendor results.

14.3 Vendor will conduct its own diligence and bears the risk of extending credit or committing resources to a customer.

15. Indemnification

15.1 Vendor will defend, indemnify, and hold harmless BEX, its affiliates, and their officers, directors, employees, and agents from third-party claims, losses, damages, penalties, judgments, and reasonable legal costs arising from Vendor's products or services; breach of a Customer Agreement; Vendor content or representations; negligence or willful misconduct; violation of law or professional duty; infringement; bodily injury, death, or property damage; or breach of this Agreement.

15.2 BEX will give prompt notice and reasonable cooperation. Vendor may control the defense with qualified counsel, but may not settle a claim by admitting fault by BEX, imposing nonmonetary duties on BEX, or failing to provide a complete release without BEX's written consent.

16. Limitation of Liability

16.1 To the maximum extent permitted by law, neither Party is liable for indirect, incidental, special, exemplary, punitive, or consequential damages, or lost profits or data, arising from this Agreement, even if advised of the possibility.

16.2 BEX's aggregate liability arising from this Agreement will not exceed the Commission BEX actually received from Vendor during the twelve months preceding the event giving rise to the claim.

16.3 The exclusions and cap do not limit Vendor's payment, reporting, audit, non-circumvention, confidentiality, infringement, indemnification, fraud, willful misconduct, or obligations that applicable law does not permit to be limited.

17. Term, Suspension, and Termination

17.1 The term begins upon valid electronic execution and continues until terminated.

17.2 Either Party may terminate participation on thirty days' written notice. BEX may suspend access immediately for suspected fraud, security risk, unlawful conduct, license failure, customer harm, nonpayment, material misrepresentation, or marketplace abuse.

17.3 For other material breaches, the nonbreaching Party may terminate if the breach is not cured within ten business days after written notice, or if the breach is not reasonably curable.

17.4 On termination, Vendor will stop representing itself as an active BEX vendor, return or destroy protected data as required, submit a final report, and pay amounts due. Sections 4–11, 12, 15–16, and trailing commission obligations survive termination.

18. Amendments, Versions, and Re-execution

18.1 BEX will preserve immutable versions, hashes, and execution evidence. The version accepted by Vendor controls until a later version becomes effective under this Section.

18.2 BEX may update operational policies on notice. A material change to Commission, attribution, expansion, audit, dispute, indemnity, liability, or other substantive terms requires a new published version and Vendor re-execution unless applicable law and the existing Agreement permit another method.

18.3 A superseded version cannot be assigned to a new vendor. Continued access may be suspended if Vendor does not execute a required replacement by the stated deadline.

19. Governing Law and Dispute Resolution

19.1 Texas law governs without regard to conflict-of-law rules.

19.2 Before formal proceedings, authorized business representatives will attempt in good faith for thirty days to resolve a dispute after written notice.

19.3 Unresolved disputes will be resolved by confidential binding arbitration before one arbitrator under the American Arbitration Association Commercial Arbitration Rules, with the seat in Harris County, Texas. Either Party may seek temporary injunctive relief from a court of competent jurisdiction to protect confidential information, intellectual property, security, or non-circumvention rights.

19.4 EACH PARTY KNOWINGLY WAIVES TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

20. Notices

20.1 Legal notices must be sent to the notice contacts in the execution record and to BEX at the published legal-notice address. Email notice is effective upon confirmed transmission unless a delivery-failure notice is received. Termination, indemnity, and formal dispute notices must also be sent by nationally recognized overnight delivery or another trackable method.

20.2 Each Party must keep its notice information current in the platform. A Party bears the consequences of failing to update its information.

21. General Terms

21.1 Vendor may not assign this Agreement, delegate material obligations, or transfer a BEX-Originated Customer portfolio without BEX's written consent. BEX may assign the Agreement in connection with a merger, reorganization, financing, or sale of substantially all relevant assets.

21.2 Neither Party is liable for delay caused by events beyond reasonable control, except payment, data-protection, confidentiality, and disaster-recovery duties that reasonably could have been performed.

21.3 Waiver must be in writing and applies only to the specific instance. If a provision is unenforceable, it will be narrowed to the minimum extent necessary and the remainder remains effective.

21.4 This Agreement and its assigned Schedule are the entire agreement concerning marketplace participation and supersede prior discussions on that subject. A Customer Agreement remains separate and does not amend BEX's rights.

21.5 Order of precedence is: a signed Schedule D expressly identifying a provision it overrides; the assigned published Schedule; this Master Agreement; then published marketplace policies. An external supplier agreement does not bind BEX unless incorporated through Schedule C.

21.6 Headings are for convenience. "Including" means "including without limitation." Electronic copies and counterparts form one instrument.

22. Electronic Records and Execution

22.1 Each Party consents to electronic records and signatures and agrees that an electronic signature adopted with intent to sign has the same effect as a manual signature, subject to applicable law.

22.2 The execution record must identify the Master version, Schedule version, signer identity and organization, signer name, title, email, authority certification, consent, signature intent, timestamp, IP address, user agent, content hashes, and immutable snapshots.

22.3 Before signing, Vendor must be able to review, download, and retain the complete Agreement package. BEX will make the executed record reasonably accessible after signing.

22.4 The signer certifies that the signer has authority to bind Vendor and that the legal entity and notice information in the execution record are accurate.