



YearBoxx Reseller Agreement

This agreement explains how you can sell **YearBoxx**, the Digital Interactive Yearbook, to your schools and clients.

It's meant to be straightforward. If anything is unclear, just ask—we're happy to help.

1. Who This Agreement Is Between

This agreement is between:

Supplier - Idiom Publishing Inc. (doing business as YearBoxx)

2 Soundcrest Lane, Huntington, NY 11743

and

[Reseller / Photography Studio Name]

[Address]

(we'll call this "You" or "Reseller")

2. What You're Authorized to Do

YearBoxx authorizes you to market and sell:

- **YearBoxxCreate Annual App Design License (the build software)**
- **YearBoxx Digital & Interactive App (viewed on smart devices)**

This agreement is **non-exclusive**, meaning you can continue to sell any other products or services you choose.

3. What We Ask From You

As a reseller, you agree to:

- Present **YearBoxx** professionally to schools and clients
 - Follow **YearBoxx** branding, pricing, and marketing guidelines (as provided)
 - Do not promise features or guarantees beyond what **YearBoxx** already provides
- That's it—no complicated obligations.

4. Confidentiality

- Reseller agrees to treat YearBoxx pricing, software details, and internal materials as confidential and not share them with competitors.
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5. Selling Options

YearBoxx provides you with two selling options:

- **Option One: Bundle**
 - The Reseller offers the YearBoxx product to schools/organizations and bundles additional services and products.

The Reseller submits the appropriate information to YearBoxx about the school (contact information, tax exempt etc.). YearBoxx will invoice the **Reseller** based on the number of student apps (see pricing and commission) and Reseller pays Idiom Publishing the total sale price **less** the Reseller's commission.

- Reseller is responsible for payment to Idiom Publishing regardless of whether the school pays the Reseller.
 - Reseller may offer the purchase of the YearBoxx Digital and Interactive Student App at the suggested retail price of \$14.99. Reseller has the option of selling the YearBoxx Student App under Option One for more or less than the suggested retail price, however, the commission of \$7.00 on the sale of the YearBoxx App will be based to the suggested retail price.
 - Sales priced below \$14.99 will be deducted from Reseller's commission.
 - Revenue **above** \$14.99 belongs to the Reseller.
 - YearBoxx student apps must be paid in full before the download of the completed product.
- **Option Two: Direct to Student Sale**
 - School chooses to **not** pay for the YearBoxx App and gives students/faculty the option to purchase the App **directly** from Idiom Publishing for \$14.99.
 - Reseller will be paid full commission within 10 business days following the end of the school year sales period.
 - **Option Three: Purchase Order**
 - Schools can opt to pay Idiom Publishing directly with a Purchase Order.
 - **YearBoxx** will create an itemized invoice for school to give to their pay department.
 - Once **YearBoxx** receives the funds from the paying department, Reseller will be paid within 14 days.
 - Paymentst are accepted by either check, wire transfer or credit card.

Idiom Publishing is responsible for collecting payment directly from the school or students and paying Reseller commission accordingly UNLESS the Reseller is Bundling YearBoxx, in which case Reseller will pay Idiom directly.

The **YearBoxx Digital and Interactive Student App** will be prepared for download by customer or Reseller. Once the number of student apps has been identified and paid in full to either **YearBoxx** or the **Reseller**, the student app download will be released.

Additional Apps can be purchased anytime post initial distribution.

- **Special Sales Situations:**

IF the Reseller needs **special** pricing for a particular situation, **PLEASE** reach out to Tom Kehoe, CEO/Founder at tkehoe@idiomyb.com. Idiom Publishing **SUPPORTS** our Resellers! We want you to **SUCCEED**.

6. Pricing & How You Get Paid

YearBoxxCreate (Design & App Creation Software)

- Annual license price: **\$99.00**. **NOTE:** This is a **One-time** payment for each calendar year. **Once the Annual License Fee and the YearBoxx App are paid for, there will NEVER be any additional charges.**
 - This product **does not include a commission**
 - If bundled with other services Option One, **YearBoxx** recommends listing the **YearBoxxCreate Design & App Creation Software** as a separate line item.
 - The schools YearBoxxCreate Project activates **only after Annual \$99 License payment is received by YearBoxx** either from the Reseller or the school.
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YearBoxx Digital & Interactive Student App

- Suggested retail price: **\$14.99 per student app**.
 - You may sell it for **more or less** than \$14.99.
 - **Your commission:**
 - Reseller commission is a flat \$7.00 per student app sold, based on the \$14.99 suggested retail price.
 - If the Reseller sells below \$14.99, the difference will be deducted from the Reseller's commission.
 - If the Reseller sells above \$14.99, the Reseller keeps the full overage.
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7. How to Send Payment to YearBoxx

Payments made TO Idiom Publishing can be done the following way:

- **Wire Transfer Details:**
 - Payment details (wire, ACH) will be provided upon invoice.
 - **Check**
 - Make check payable to:
Idiom Publishing
 - Mail to:
Idiom Publishing
2 Soundcrest Lane
Huntington, NY 11743
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8. Commission Payments

- YearBoxx pays commissions **within 10 business days** after customer payment is received
 - Payment can be made by **check or electronic transfer**, your choice, let us know.
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9. Term & Ending the Agreement

- This agreement starts once it's signed and acknowledged electronically
 - Either party may end the agreement upon **30 days' written notice**
 - Immediate termination is allowed for a serious breach
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10. Ownership & Branding

- All YearBoxx logos, trademarks, and materials remain the property of YearBoxx
 - You're granted permission to use them **only to promote YearBoxx products**
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11. Liability & Warranties (The Legal Part)

- **YearBoxx** liability is limited to the amount you paid YearBoxx in the previous 12 months
 - No warranties apply beyond those explicitly provided with the product
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12. Independent Relationship

- You are an **independent reseller**.
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13. Governing Law

This agreement follows the laws of **New York State**.

Signatures

YearBoxx (Idiom Publishing Inc.)

Name & Title: _____

Signature: _____

Date: _____

Reseller / Photography Studio

Name & Title: _____

Signature: _____

Date: _____

This Reseller Agreement will be submitted electronically.