



Software Business Solutions

## Software Reseller Agreement

This agreement contains terms and conditions of participating in the non-exclusive Software reseller Program. As used in this agreement, "reseller" refers to yourself, and "MedSites" refers to MedSites Company developer of Software, located at 4 Ghana Street, Heliopolis – Cairo, Egypt.

MedSites reserves the right to revise this agreement from time to time.

### 1. The Program Enrollment

To enroll in the Software reseller Program you will make your order via MedSites website then download the agreement after ordering and sign then fax it to our company. We will sign the same agreement and fax it back to you for your record.

### 2. Order Processing

#### 2.1 MedSites processes the Customer Order

MedSites agrees to pay "reseller" a 50% commission of each Software sale MedSites will process from reseller's customer. Customer must be referred by reseller or one of his employees to MedSites websites order links.

All of our rules, operating procedures and policies regarding customer orders and accounts will apply to orders we receive through special links on your site. We reserve the right to reject any order that does not comply with our rules, operating procedures and policies.

It is reseller's sole responsibility to make sure their link to the MedSites order form is set properly in case selling through reseller website. Reseller will receive a confirmation email after each order has been placed by a customer.

#### 2.2 reseller processes the Customer Order

If reseller processes an order from a customer, he/she will collect the payment from a client directly. Reseller will keep 50% of the sales and MedSites reserves the right to charge reseller's credit card for the remaining 50%.

#### 2.3 Double Order Policy

In situation that one client places the same order with 2 different resellers (meaning from 2 different websites), MedSites will retain 50% of the sales amount, 50% of commission will be shared by two resellers in following situation:

(i) If an order is successfully processed by both resellers, both resellers will be sharing 50% commission half and half, meaning that each reseller will receive 25% commission of the product price. One order must be refunded to the customer after the instruction by MedSites.

(ii) If an order is placed with 2 resellers but processed successfully by one reseller only, the 50% commission will be divided as bellow:

50% for a reseller, whose order has been successfully processed (there is no change as 50% is the usual commission rate)  
20% for a reseller, whose order has not been processed (meaning has been from some reason declined).

### 3. Commission Payment Policy

MedSites will pay commissions every 30 days, approximately 20 to 25 days after the prior accounting period. If commission does not reach 150 USD for the prior accounting period, the outstanding amount will be carried over to the next accounting period.

All payments will be made in U.S. dollars by Bank Transfer or Pay Pal.

If a processed sale results in a Chargeback or a refund, the related commission will be deducted from the next monthly payment. If no further payment is due, MedSites reserves the right to bill the reseller for the amount owed.

**WARNING: No commission is issued for reseller's own order(s).**

We will investigate any unexpected activity carefully. If it is detected that the reseller's order was for his/her own use or for a company of which he/she is an employee, there is no commission to be paid until he/she has at least three (3) ongoing re-sell orders.

MedSites reserves the right to modify the commission and payment policies as long as a 30 days notice is posted to Web site or via e-mail.



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### 4. Website Responsibilities and Representation

MedSites rules, policies, customer orders and service operating procedures, product prices and their descriptions will apply to all MedSites Software customers. MedSites reserves the right to make changes and modifications at any time as long as a prior notice is emailed to reseller or displayed on MedSites website.

If such changes and modifications will occur, reseller is required to adjust information on his/her website accordingly to the latest updates in order to ensure a consistency of MedSites Software information on the Internet (this especially concerns change of prices as the commission for reseller's sales is calculated based on MedSites prices.)

Reseller is responsible for the development, operation and maintenance of his/her website and for all materials that appear on his/her site or materials printed by reseller for local marketing use.

At any time MedSites may review reseller's website and/or any printed materials for suitability, however MedSites is not required to review reseller's website and/or links. No obscene language, sexually oriented material, or offensive language may be used on reseller's website.

Reseller agrees to NOT SEND UNSOLICITED or SPAM mail to directly or indirectly promote MedSites Software. Violation of this policy will result in the immediate termination of this contract and cancellation of any pending commissions.

### 5. Limited License

MedSites grants a nonexclusive, revocable right to use MedSites Software creative works such as any images and text that may be provided to reseller solely for the purpose of identifying his/her site or printed materials as a Program participant and to assist in generating product sales through the Program.

Reseller may not modify any of the above-mentioned creative works without MedSites express permission.

MedSites reserves all rights to its trade names and trademarks and all other intellectual property rights. MedSites has the right to specify how and if a trade mark may be used by the reseller.

### 6. Term of agreement

This agreement remains in affect until cancelled by either party at any time and for any reason by giving the other party written notice of termination, which may be via email.

Commissions earned through the date of termination will remain payable only if the qualifying sales are not cancelled or refunded by the referred customer. MedSites may withhold the final payment for a reasonable time in order to ensure the payment of the correct commission amount.

### 7. Relationship of Parties

MedSites and reseller are independent contractors. MedSites and reseller shall each conduct its respective business at its own initiative, responsibility and expense, and shall have no authority to incur any obligations on behalf of the other, except as otherwise provided herein.

### 8. Disclaimer

MedSites makes no express or implied warranties or representations with respect to the reseller Program or your potential to earn income from the MedSites Software reseller Program. In addition, MedSites makes no representation that the operation of its site or the resellers' Sites will be uninterrupted or error-free, and MedSites will not be liable for the consequences of any interruptions or down time.

### 9. Limitation of Liability

MedSites will no be liable for any indirect, incidental, special or consequential damages or any loss of revenue, profits or data arising in connection with this agreement or the program, even if MedSites has been advised of the possibility of such damages. MedSites total liability arising under or with respect to this agreement or the program shall in no event exceed the total commissions paid or payable by MedSites under this agreement.

### 10. Governing Law:

This Agreement shall be governed by and construed under the jurisdiction of the courts of Cairo, Egypt. Any dispute arising from this Agreement, including, without limitation, a breach of this Agreement, shall be governed by the laws of the Cairo,



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Egypt, without regards to its conflict of laws principles. Reseller hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in Cairo, Egypt, courts in all disputes arising out of or relating to this Agreement.

By signing up for MedSites Software reseller program, you are in effect, agreeing to the above agreement.

**Company: MedSites**

**Company:**

**Address:**

**Name: Hisham Elkhatib**

**Name:**

**Position: Managing Director**

**Position:**

**Date:**

**Date:**

**Company Stamp**

**Company Stamp**

**Signature**

**Signature**