



MEDSITES SOFTWARE COMPANY RESELLER AGREEMENT

This Reseller Agreement (the "Agreement") is entered into by and between MedSites Software Company("MedSites") and _____ Company_ ("Reseller") on _____ (the "Effective Date"). MedSites may amend the terms and conditions of this Agreement at any time upon notice to Reseller.

1. License Grant

1.1. Subject to the terms and conditions of this Agreement, MedSites grants Reseller a non- transferable, non-assignable license, without right to sublicense, within _____ (the "Territory") to market, promote, and resell software products developed by MedSites as listed on Exhibit A (the "Products") attached hereto, and use MedSites trademark, service mark and logo solely for its performance under this Agreement. Reseller will place its orders for the Products directly with MedSites. Reseller shall not make any representation or warranty regarding the Products to any third party other than that authorized in writing by MedSites. All intellectual property rights, other than those expressly granted under this Agreement, that relate to the Products shall remain with MedSites.

1.2. Reseller may advertise in publications of general circulation that it is an authorized reseller of the Products, subject to MedSites's prior written approval for each such publication.

1.3. Reseller's rights to resell the Products within the Territory shall not be exclusive unless otherwise agreed in writing.

1.4. Agreement is subject to approval by MedSites.

2. Prices

2.1. All prices for the Products provided by MedSites to Reseller are in US dollars. MedSites has the right to revise the prices for the Products to Reseller upon thirty (30) days written notice. Such revisions shall apply to orders received by MedSites on or after the effective date of the revision.

2.2. Reseller may set the prices for the Products for resale.

2.3. Reseller shall be responsible for paying all taxes of any nature which become due with regard to the Products it purchases and/or resells, except for taxes on MedSites's income, irrespective of which party may be responsible for reporting or collecting such taxes.

2.4. Reseller shall receive a twenty five 25% _____ percent discount off then published prices of the Products (after purchase of the initial copy at full list price). To maintain this discount, Reseller must sell \$10,000 of Products per quarter.



2.5. Quarterly sales exceeding \$30,000 (Eighty Thousand) US will entitle the Reseller to a Fifty percent discount of then published prices of the Products in the immediate following quarter.

3. Payment and Terms

3.1. Payments are due upon presentation of Product serial number. If due to bank charges, transfer fees, or the like, MedSites should receive less than its invoice amount, MedSites will re- invoice Reseller for the shortfall. Should payment in full of any invoice (aside from such shortfalls) not be received by MedSites within thirty (30) days after presentation, MedSites will impose a debt service charge amounting to one percent (1%) of the overdue balance for each month or fraction thereof the overdue amount remains unpaid. In the event that any amount remains unpaid thirty (30) days after presentation of invoice, MedSites may discontinue, withhold, or suspend supply of Products to Reseller.

3.2. Failure of Reseller's clients to pay in no way relieves the Partner's obligations to make full payment.

3.3. Reseller agrees to provide MedSites the names, addresses and phone numbers of it's clients for the Products as well all feedbacks from its clients regarding the Products.

3.4. Reseller hereby agrees to pay any and all attorney fees, court costs, and related expenses incurred by MedSites in the collection of any amount due it.

4. Duties of Reseller

4.1. MedSites Promotion: Reseller agrees to promote MedSites Products on its own website with all the products Reseller carries as defined in Exhibit A. Reseller also agrees to add a link to MedSites Website www.Med-Sites.com on its partner page.

4.2. Technical Support: Reseller will support end users by providing technical support in the means of email and phone if needed.

4.3. General: In carrying out this Agreement, Reseller will conduct itself in an ethical, professional and lawful manner, will exercise its best efforts to achieve a high level of customer satisfaction, and will refrain from doing anything to impair the reputation of MedSites.

5. Limitation of MedSites's Obligation & Liability

5.1. MedSites shall not be liable to Reseller or any of its customers for any special indirect, consequential, incidental or exemplary damages, including, but not limited to, loss of business, loss of profit, loss or damage resulting from the loss of data, inability to access Internet, or inability to transmit or receive



information, caused by, or resulting from, delays, non-deliveries, or service interruptions caused by MedSites or the Products, even if MedSites has been advised of the possibility of such damages.

5.2. MedSites's liability to Reseller and any customer of Reseller is limited to the purchase price received by MedSites for the relevant Products.

5.3. Reseller will take all necessary measures to preclude MedSites from being made a party to any lawsuit or claim regarding the Products provided to customers of Reseller. Reseller hereby agrees to defend, indemnify and hold harmless MedSites from any and all claims of whatever nature brought by any of Reseller's customers against MedSites arising from Reseller's breach of this Agreement or any misconduct or wrongful omission of the Reseller.

6. Confidentiality

Reseller acknowledges that by reason of its relationship with MedSites hereunder, it may have access to certain information and materials relating to MedSites's business, suppliers, customers, personnel, technology, and marketing strategies that is confidential and of substantial value to MedSites (collectively, "Confidential Information"). Reseller agrees that it will not use in any way for its own benefit (other than to perform under this Agreement) or for the benefit of any third party, nor will Reseller disclose to any third party any Confidential Information. Reseller further agrees that it will return to MedSites or destroy all copies of Confidential Information under its custody or control upon request by MedSites or termination of this Agreement. The provisions of this section shall survive the termination of the Agreement for any reason. Upon any breach or threatened breach of this section, MedSites shall be entitled to injunctive relief in addition to other remedies, which injunctive relief shall not be contested by Reseller.

7. Relationship of the Parties

The relationship between MedSites and Reseller is that of independent contractors and neither party is an employee, agent, partner or joint venture of the other. Reseller has no authority, apparent or otherwise, to contract for or on behalf of MedSites, or in any other way legally bind MedSites in any fashion.

8. Disputes

The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation without formal proceedings. Any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices) and other than the injunctive relief referred to in section 6 shall be subject to arbitration upon written demand of either party. Arbitration shall take place in Cairo, Egypt. The arbitration shall follow the guidelines established by the Egyptian Arbitration Association.



Software Business Solutions

9. Terms & Termination

The initial term of this Agreement is **one year** starting from the Effective Date. This Agreement shall automatically renew for one year term thereafter, until terminated by either party with 30 days prior notice unless otherwise terminated as follows:

9.1. By MedSites, upon thirty (30) days written notice;

9.2. By MedSites immediately upon notice if Reseller breaches any provision of this Agreement;

9.3. There is an instituted bankruptcy or insolvency proceeding against Reseller, which is not vacated within sixty (60) days from the date of filing;

9.4. Reseller institutes a voluntary bankruptcy or insolvency proceeding, or otherwise is insolvency;

9.5. Reseller makes an assignment of all or part of its assets for the benefit of creditors;

10. Non-assignability

Reseller's rights and obligations under this agreement may not be transferred or assigned directly or indirectly without the prior written consent of MedSites.

11. Partial Invalidity

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

12. Applicable Law, Jurisdictional Matters

This Agreement is governed by and construed under the laws of the State of Egypt without regard to its conflict of law rules. The state courts of located in Cairo, Egypt shall have exclusive jurisdiction to adjudicate any non-arbitral dispute arising out of this Agreement.

13. Notices

All notices may be sent by email, fax, or express mail to the email address, fax number, or address most recently provided and will be effective upon transmission.

14. Entire Agreement, Modifications

This Agreement sets forth the entire agreement and understanding between the parties with regard to the subject matter hereof and supersedes any and all prior agreements between them. MedSites may make changes to this agreement upon thirty (30) days written notice to Reseller.

MedSites Company



IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, do hereby execute this instrument, with each signatory warranting its authority to enter into this agreement on behalf of the party it represents.

I have read and accepted the above terms and conditions.

MedSites Software
2 Mahmoud Esmat Street
Sheraton, Heliopolis – Cairo, Egypt

By: _____

Name: _____

Title: _____

Date: _____

Reseller: _____

Address: _____

By: _____

Name: _____

Title: _____

Date: _____

e-mail address: _____



**Exhibit A
MedSites Software Products**

**MedSites ClinicGate
MedSites HospitalGate
MedSites Veterinarygate
MedSites BodycareGate**

**MedSites CompanyGate
MedSites RestaurantGate
Support/maintenance for the products above**

MedSites Software
2 Mahmoud Esmat Street
Sheraton, Heliopolis – Cairo, Egypt

By: _____

Name: _____

Title: _____

Date: _____

Reseller: _____

Address: _____

By: _____

Name: _____

Title: _____

Date: _____