

# Reseller Agreement

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## DEFINITIONS

"Yafa ITC" refers to Yafa Information Technology Center, a Syrian Company.

"Program" refers to the Reseller Program.

"Products" refers to the Yafa ITC products available for resale by the Reseller. Products are listed in [Exhibit A](#).

"Reseller" refers to a legally certified reseller of products and a member of the Yafa ITC Software Reseller Program.

"End User" refers to Reseller's customers; that is, the party to whom Reseller resells Products.

## TERMS

1. [Exhibit A](#) lists Products that can be resold by Reseller, along with list price, Reseller purchase discount, and return policies. Upon acceptance into the Program, Reseller shall have the right to purchase Products listed in Exhibit A for resale to their End User customers. Yafa ITC reserves the right to change Exhibit A at any time without prior notice. Reseller may establish at its own discretion the resale price of Products.
2. Product prices listed in [Exhibit A](#) are exclusive of any taxes, fees, duties, value added, withholding, or other such amounts. Reseller shall certify to Yafa ITC that Reseller has a valid resale license for their Country or other applicable region. Yafa ITC shall not charge sales tax on sales made to Reseller, since all sales are intended for resale to End Users. Reseller shall be responsible for assessment, collection, remittance, accounting, reporting, and all other such legal responsibilities of sales tax for Reseller's sales to End Users.
3. Reseller shall not purchase Product for Reseller's own use, or for resale to a sister company having the same effect, without express permission of Yafa ITC.
4. Yafa ITC shall not ship any Products to Reseller unless all payments are received by Yafa ITC. Failure of Reseller to collect payment for Product from End User shall not relieve Reseller of their obligation to pay any monies due to Yafa ITC.
5. Upon purchase of Product, Yafa ITC shall issue a license code necessary to unlock Product for use by End User. Reseller agrees to use each license code for exactly one copy of Product sold to End User, or as otherwise instructed by Yafa ITC. License codes are not to be re-used, or used for multiple End Users, or for multiple installations for the same End User, or in any way that violates Product's License Agreement, unless otherwise authorized by Yafa ITC.

## **RIGHTS AND OBLIGATIONS OF RESELLER**

6. Reseller agrees that End User shall be bound by the terms of the License Agreement accompanying each Product. Reseller shall have no authority to modify in any way the terms of any License Agreement, or to make any representations or warranties contrary to the License Agreements. Reseller shall make a good-faith effort to ensure that End User is aware of and complies with all License Agreements.
7. Reseller shall be responsible for all End User customer support, billing, and collection of payments from End User.
8. End Users shall be considered primarily to be the customer of Reseller. YAFA ITC will honor Reseller's request to contact or not to contact End User in the normal course of business. However, YAFA ITC reserves the right to maintain lists of End Users and contact End User if the need arises.
9. Reseller shall not send or cause to be sent any unsolicited email, including newsgroup postings, regarding Products or services involving Products.
10. Reseller shall indemnify and hold YAFA ITC harmless from and against any and all claims, losses, or damages that may arise from Reseller's marketing, installation, sale, or support of any Product.
11. Reseller shall be authorized to use YAFA ITC trademarks, graphics, symbols, or other content for use in promotion of Products. Such materials are to be provided by YAFA ITC to reseller with the express intent of their use for such purposes. Use of such content shall be subject to YAFA ITC' usage policies, which YAFA ITC reserves the right to change at any time for any reason. Reseller may also create their own content relating to Products, which YAFA ITC shall have the right to prevent Reseller from using if YAFA ITC finds it to be objectionable or for any other reason. YAFA ITC shall have no ownership rights or any other rights to content independently created by Reseller, except as provided for above.

## **RIGHTS AND OBLIGATIONS OF YAFA ITC**

12. YAFA ITC shall extend to Reseller its normal return/credit policy, as contained in **Exhibit A**. Reseller shall be responsible for any and all refunds to be issued to End User.
13. YAFA ITC reserves the right to refuse Reseller the right to promote YAFA ITC, Products, or any other affiliation with YAFA ITC.
14. YAFA ITC shall not be responsible for Acts of God, acts by third parties, or other events outside YAFA ITC' reasonable control.
15. Nothing in this Agreement shall prohibit YAFA ITC from selling Products directly to any customer desired without involvement of or obligation to Reseller.
16. Reseller agrees not to, directly or indirectly, sub license, publish, distribute, disclose, disseminate, reverse engineer, de-compile, copy, or reproduce Products except as provided for in this Agreement. Reseller shall not use any Product as the part of Reseller's own product or service without express written approval of YAFA ITC.

17. Reseller agrees that all of Yafa ITC' rights, including but not limited to, intellectual property rights, trademarks, and copyrights, shall fully remain with Yafa ITC. Reseller shall act merely as a reseller of Products, and shall gain no rights over Yafa ITC or Products.

#### **ACCEPTANCE AND TERMINATION**

18. This Agreement shall become effective on and as of the date of execution of the Agreement by the parties to this Agreement.

19. Once accepted into the Program, this Agreement between Yafa ITC and Reseller shall remain in force until cancelled by either party; Yafa ITC may cancel the Agreement at any time for any reason, and Reseller may cancel with no less than forty-five (45) days written notice. Termination of the Agreement shall not relieve Reseller of the obligation to pay any monies due to Yafa ITC. Upon termination Reseller shall lose all rights granted under this Agreement.

20. Both Yafa ITC and Reseller agree that this Agreement does not establish an employer-employee relationship between Yafa ITC and Reseller. Each party shall conduct its business at its own location with its own employees and resources, and at its own expense. Reseller shall not be construed to be a legal partner of Yafa ITC. Neither party shall have the right to incur any obligations on behalf of the other, except as otherwise provided herein.

21. This Agreement shall be governed by the laws of the Syrian Arab Republic. If any provision is found to be non-binding then the remaining provisions shall remain in force. In case of litigation to resolve issues between the parties, the prevailing party is entitled to compensation for reasonable legal fees.

22. Yafa ITC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, BY WAY OF EXAMPLE BUT NOT OF LIMITATION, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.  
Yafa ITC ANY CLAIM BY RESELLER OR THIRD PARTY ON ACCOUNT OF OR ARISING FROM THE USE OF PRODUCTS.

23. Reseller shall not assign, transfer, and/or otherwise sell their rights in this Agreement without first obtaining in the writing the express permission of Yafa ITC.

24. This Agreement constitutes the entire Agreement and understanding between the parties. No term or provisions of this Agreement may be changed, waived, discharged without written approval of Yafa ITC.

The undersigned parties agree to this Agreement.

**Yafa ITC**

Name: Firas Fadel Shourouh

Title: Managing Director

Address: Dommer Complex, Damascus, Syria

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**For Reseller**

Name:

Title:

Company name:

Address:

Address 2:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## Exhibit A

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### PRODUCTS

Resellers have the right to resell the following YAFA ITC products:

Item No.	Product	List Price
YP-SE-5	Yafa Pharmacy – Standard Edition / V5.00	25.000 SYP 360 Euro

Note:

- Annual Maintenance of 16% is charged for each product listed above

### RESELLER DISCOUNT

Discount (%)	Sales Volume* (Resellers Inside Syria)	Sales Volume** (Resellers Outside Syria)
30	Up to SYP 1,000,000	Up to Euro 18,000
40	> SYP 1,000,000	> Euro 18,000

\* Your commission or discount is based on your sales volume. The initial sales commission or discount is 30% up to the first SYP 1,000,000. When your sales volume goes over SYP 1,000,000, your sales commission or discount will increase to 40%. The sales volume is the total cumulative purchases made by you and your customers (before discount). There is no timeframe so once you have achieved the initial SYP 1,000,000 goal, you will continue to receive the 40% Commission / discount.

\*\* Your commission or discount is based on your sales volume. The initial sales commission or discount is 30% up to the first Euro 18,000. When your sales volume goes over Euro 18,000, your sales commission or discount will increase to 40%. The sales volume is the total cumulative purchases made by you and your customers (before discount). There is no timeframe so once you have achieved the initial Euro 18,000 goal, you will continue to receive the 40% commission/discount.

### RETURN POLICY

Reseller payments may be refunded within thirty (30) days of purchase.