

## MEDIVault HEALTHCARE RESELLER AGREEMENT

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

This Reseller Agreement ("Agreement") is entered into between:

Blue Ember Studios FZ LLC ("Company"), owner of the MediVault application,

and

\_\_\_\_\_ ("Reseller").

### 1. Purpose

The Company appoints the Reseller as a non-exclusive Healthcare Reseller Partner to promote MediVault to licensed medical doctors within the agreed Territory.

The Reseller's role includes onboarding doctors and encouraging them to recommend MediVault to patients. The Reseller shall not sell subscriptions directly to patients.

### 2. Territory

Territory: \_\_\_\_\_

Multiple resellers may operate within the same country unless otherwise agreed in writing.

### 3. Revenue Model

#### 3.1 Reseller Pool

The Company allocates 20% of Eligible Country Revenue to Reseller Partners.

Eligible Country Revenue means revenue generated from paying all users in the Territory who have selected a Primary Doctor within the MediVault application.

Revenue from users who have not selected a doctor is excluded from the reseller pool.

### 3.2 Reseller Share Formula

Reseller Share =

20% × Eligible Country Revenue ×

(All MediVault app Users who selected Reseller's Doctors as Primary Doctor /  
Total MediVault app Users who selected any Primary Doctor in the Territory)

Definitions:

MediVault app Users: A user with an active MediVault application installation.

Primary Doctor: The doctor selected as primary within the app.

Reseller's Doctors: Doctors registered under the Reseller's unique reseller ID.

## 4. Payment Terms

Revenue calculation shall be performed monthly.

Payment shall be made once the Reseller's earnings reach a minimum limit of USD 100.

The Company may deduct refunds, chargebacks, and applicable taxes before calculation.

**Reseller bank details:**

**Bank Account (for receiving payments)**

Account Holder Name

Bank Name

Account Number

SWIFT / IBAN

Bank Address

## 5. Doctor Registration

Doctors must be licensed medical practitioners and must select the Reseller's name while

registering.

The Company reserves the right to reject any doctor registration.

## **6. Reseller Obligations**

The Reseller agrees to promote MediVault ethically and professionally and comply with all applicable healthcare advertising laws.

The Reseller shall not:

- Make false medical claims
- Guarantee medical outcomes
- Modify pricing
- Collect subscription payments directly

## **7. Intellectual Property**

All MediVault trademarks and materials remain property of the Company.

The Reseller receives a limited, non-transferable license to use approved marketing materials solely for promotion within the Territory.

## **8. Data Protection**

The Reseller shall not access, collect, or process patient data.

All patient data remains exclusively under Company control.

## **9. Term & Termination**

Initial term: 12 months.

Either party may terminate with 30 days written notice.

Immediate termination is permitted in case of fraud, misrepresentation, or legal violations.

## **10. Governing Law**

This Agreement shall be governed by the laws of the United Arab Emirates unless otherwise

specified.

Company Representative Signature: \_\_\_\_\_

Name:

Title:

Date:

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

Name:

Title:

Date: