

Jonoke Value Added Reseller (VAR) Agreements

Authorizations, Appointments and General Agreements

Jonoke Software Development Inc. (“Jonoke”) appoints a Reseller or Consultant (“VAR”) non-exclusively. A VAR is authorized for the resale of Jonoke-designated resale products. This appointment comes under the restriction of a centralized location or locations for business activity, as authorized by Jonoke. All products provided for resale by Jonoke to a VAR under this appointment may only be used within compliance of the terms within all agreements.

A VAR is only authorized to purchase products from Jonoke and not through any JRN (Jonoke Reseller Network) member or JPP (Jonoke Preferred Partner). Sales must be made at a pre-approved price, designated by Jonoke; this price, however, can be discounted to the client up to and including the entire amount of that VAR’s commission for that sale, dependent solely on the VAR’s tier level. Jonoke reserves the right to change any required practices or procedures at any time, allowing for a reasonable amount of time to enact said change not to exceed 20 business days.

A VAR will not sell product for the purpose of further resale. Products will not be sold for export whether directly or indirectly. Sales will not occur to parties wishing to use products for demonstration or educational purposes, nor will items be sold outside of the authorized VAR’s designated region.

Obligations

A VAR is responsible for actively promoting products to customers in a competent and professional manner, and will adhere to the upholding of high levels of customer satisfaction. Under no circumstances will a VAR subject to any activity that could be deemed as having a negative effect towards the reputation and/or name of Jonoke or its products. A VAR must comply with all practices and procedures. At no time will a VAR be tolerated to

be involved in any illegal activities whether directly, or indirectly having the ability to affect the reputation or business practices at Jonoke.

A VAR will be required to be knowledgeable in all areas of interest to a potential client so as to be able to maintain a high level of professionalism under the scrutiny of discerning questions. As well, a VAR is required to be knowledgeable in the necessary documentation for any sale or written agreement with any client; this includes the entire contract package, and subsequent agreements to be provided at a later date.

Jonoke must be immediately notified if any serious or potentially wide-affecting issues or problems arise, in relation to business practices within Jonoke or any party involved therein.

No modifications or changes by a VAR to policies, procedures, manuals, software, or any other aspect provided by Jonoke, will be tolerated without express consent by senior management at Jonoke.

A VAR is not authorized to make any type of representation or guarantee that is not pre-approved in training or literature provided by Jonoke.

A VAR is expected, within each calendar week, to regularly visit the private online partner network, so as to effectively maintain a competent level of knowledge about current affairs within the reseller community, and to obtain updates on changes to policies. This entails having Internet access, and registering with Jonoke a valid e-mail address.

All software is licensed and distributed directly from Jonoke to the end user. A VAR is required to collect and remit to Jonoke any and all documentation that will be required to ascertain the ap-

appropriate customizable features to create the MediFile© package specific to that client.

Confidentiality

A VAR may not in any way release any confidential information concerning Jonoke, it's business practices, personnel, clients, and/or any other need-to-know information, unless pre-authorized by Jonoke senior management.

A VAR will not make any statements or release any information concerning any contract nor any written, implied, or other agreement, nor any other information governing the relationship between the VAR and Jonoke.

Jonoke will only use personal information provided by the VAR for corporate purposes. Under no circumstances will Jonoke misuse, sell, or release any personal information without prior consent from the VAR. Within this policy, the VAR is required to remit any and all information concerning them which Jonoke may require.

All intellectual property that a VAR is given access to is restricted and governed under a separate set of guidelines. A VAR must adhere to these guidelines without question. This is managed under the confidentiality clauses.

Restriction Of Warranty

Jonoke states that any products purchased from Jonoke will perform as specified in provided documentation. Jonoke will handle all remedy to claims within the restriction of warranty under strict scrutiny by senior management.

If any authorization is provided for the modification of any product provided by Jonoke, all previous warranties will be voided and any further warranties will have to be provided by the VAR.

JONOKE PROVIDES NO OTHER CLAIM TO WARRANTY, EXPRESS, IMPLIED, OR OTHER. ALL WARRANTIES ARE SUBJECT TO THE DISCRETIONARY STATEMENTS MADE WITHIN THE RESTRICTION OF WARRANTY.

Reporting Requirements

A VAR will provide to Jonoke a list of all locations at which business activities are conducted on a routine basis. Jonoke may at times make specific, reasonable requests to information, which must be provided. A VAR provides Jonoke with the express right to inspect an authorized location(s) during regular business hours, wherein those inspections do not interfere with regular business activities.

A VAR will provide documentation and representation of every sale and all related activity to attaining that client.

Proprietary Limitations

A VAR is permitted to use Jonoke-authorized designations based upon their involvement, and will have the capacity to use said designation in the furtherance of business practices. A Reseller will remit to one of two designations: either Jonoke Reseller Network (JRN) or Jonoke Partner Program (JPP). A Consultant will remit to using the MediFile Certified Consultant (MCC) designation. All copyrighted names, titles, and symbols in use by Jonoke may be used under the strict guidelines laid out in the Non-Disclosure Agreement. A VAR has no rights to copyrighted materials, only temporary use of said items under strict guidelines.

A VAR will not in any way nor under any circumstance disassemble, de-compile, reverse-engineer, copy, or in any way reproduce Jonoke software.

Coverage

Each authorized VAR location must carry a general liability insurance policy for an amount to be determined on a case-by-case basis based on business size, by Jonoke senior management.

Liability

UNDER NO CIRCUMSTANCES WILL JONOKE BE LIABLE FOR ANY DAMAGES OR LOSS DUE TO THE BUSINESS CONDUCT OF A VAR OR LAWFUL TERMINATION OF CONTRACTS. THIS INCLUDES, BUT IS NOT LIMITED TO, JONOKE'S REPUTATION OF ANY AGREEMENT, TERMINATION OF THESE AGREEMENTS, AND/OR JONOKE'S UNWILLINGNESS TO RENEW ANY AGREEMENTS OR CONTRACTS.

I _____, as an authorizing body of _____
name and title company name

agree to all terms, policies, guidelines, and conditions set forth in these agreements.

Dated _____