

Partner (Reseller) Application Terms and Conditions

PARTNER AGREEMENT

ONLY AN AUTHORIZED OFFICER CAN CLICK 'ACCEPT' ON BEHALF OF THE PARTNER. ACCEPTANCE: BY CLICKING THE 'ACCEPT' OPTIONS IN THE REGISTRATION PROCESS THE PARTNER WARRANTS THAT IT HAS FULL CORPORATE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND DO ALL THINGS NECESSARY IN THE PERFORMANCE OF THIS AGREEMENT.

For the avoidance of doubt, no purported orders shall be accepted by Ray unless you click accept.

If you do not agree with any of the terms or conditions of this Agreement, you will not have the status of a Ray Partner and you are not authorised to sell the Licensed Products for any purpose.

1 DEFINITIONS. In these terms and conditions:

"Agreement" means these terms and conditions and the Commercial Terms.

"Appliance" means the Ray appliance Product(s) listed in the Price List.

"Appliance Licence" means Ray's then current standard appliance Licence agreement under which the Appliances (and their related documentation and any updates to them) are licensed.

"Applicable Law(s)" means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial, administrative, ministerial, governmental or regulatory judgments, orders, decisions, rulings or awards and restraints, or any provisions of the same, including general principles of common and civil law binding on the parties in accordance with Clause 14.

"Commercial Terms" means the commercial stipulations applicable to the Partner Program as may be provided by Ray OR as may appear on the Ray URL

<https://partnerportal.ray.life> from time to time and is incorporated by reference.

"Confidential Information" means all information relating to the trade secrets, operations, processes, plans, intentions, product information, know-how, designs, market opportunities, transactions, affairs and/or business of Ray.

"Discount" means the percentage margin off the current Ray Price List as stated in the Commercial Terms OR such quote that Ray may provide.

"End User" means an unaffiliated, third party customer of the Partner who is a party to a Licence to whom any Products are provided for use in the regular course of such person's or entity's internal business or personal use and not for resale or sublicensing by such person or entity.

"Hardware" means the Ray Appliance hardware itself, together with any related components (including but not limited to FRU, ship kits and rack mount kits).

"Intellectual Property Rights" means copyright, confidential information, know-how, trade names, Trade Marks, patents, designs, database rights and any other intellectual property rights in any country, whether registrable or not and whether registered or not.

"Licence" means the End User licence(s) or agreement(s) applicable to the Products which are either supplied with the Product in click-wrap format or are otherwise posted at www.ray.life/legal.

"Licensed Products" means all or each (as the context so allows) of those Products which are listed on the Schedule (as such term is defined in the Licence) which is provided to the End User, or if no such Products are listed on the Schedule all programs and included third party software that are installed on the Hardware provided to the End User, together with the Product Documentation and any of the Upgrades and Updates to which the End User is entitled.

"Partner Program" means the program provided by Ray for its partners as amended by Ray from time to time.

"Personal Information" shall mean personally identifiable information or data concerning or relating to individuals which is collected or received in the performance of Partner's obligations under this Agreement, including but not limited to credit card or other financial account information, emails, email addresses, pass codes, addresses, social security numbers, driver's license numbers, or other personal information regulated by Privacy and Data Security Regulations.

"Price List" means the then current published Ray price list posted on the Ray Partners website and/or any subsequent amendments by Ray.

"Privacy and Data Security Regulations" shall mean Applicable Laws which are relevant to the processing, security, use or disclosure of Personal Information.

"Product Description" means the description of the Products describing the facilities and functions as supplied by Ray to the Partner from time to time.

"Product Documentation" means literature provided by Ray to the Partner from time to time relating to the Products for use by End Users in conjunction with the Products.

"Products" means the products and/or services to be supplied by Ray to the Partner under this Agreement, as listed in the Price List as such may be amended by Ray from time to time, together with the Product Documentation and any of the Upgrades and Updates to which the End User is entitled in accordance with the applicable Licence.

"Quarter" means each successive period of three calendar months following the Start Date until the following 1st January, after which Quarter shall mean each successive period of three calendar months thereafter.

"Quarter Date" means the last day of a calendar Quarter.

"Sanctions and Export Control Laws" means any law, regulation, statute, prohibition, or similar measure applicable to the Products, services and/or to either party relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures, including but not limited to those administered and enforced by the European Union, the United Kingdom, and the United States, each of which shall be considered Applicable Law.

"Ray" means the Ray corporate entity with which the Partner contracts as indicated in the Commercial Terms. It also means the "Ray Pte. Ltd." is a company registered in Singapore whose registered address is at Suite #09-01, 20 Collyer Quay, Singapore 049319

"Start Date" means the date on which Ray accepts the Partner's offer to contract under the terms and conditions contained herein.

"Target" means the Partner's sales and other related targets as set out in the Commercial Terms (as applicable to the Partner's status) and/or as notified by Ray to Partner from time to time, whether quarterly, annual or other targets, as applicable.

"Territory" means the geographic area to which this Agreement and the appointment of the Partner apply. For the avoidance of doubt: i) if the Partner has its registered office in the European Union, then territory shall mean the European Union; or ii) if the Partner has its registered office outside of the European Union then territory shall mean any country that Ray may notify to the Partner.

"Trade Marks" means any Trade Marks and service marks in respect of which registrations have been filed, and registrations obtained in some cases, with the appropriate official industrial property registry, trade names, logos, emblems, trade dress and other insignias of origin, and other commercial symbols which Ray now or hereafter is authorized to use and does use or authorizes others to use to identify its Products.

"Update" means an update to the library of rules and/or identities made available to the End User by Ray; and/or other updates to the software filters, including but not limited to an update to the IP address reputation libraries made available to the End User by Ray.

"Upgrade" means any enhancement or improvement to the functionality of the Licensed Product (excluding Updates) made available to the End User by Ray at its sole discretion

from time to time but excluding any software and/or updates marketed and licensed by Ray as a new version or new release of the Licensed Product.

2 SCOPE AND TERM

2.1 Ray hereby appoints the Partner as a non-exclusive reseller of the Products to End Users in the Territory only, and the Partner accepts the appointment subject to the terms and conditions herein. This Agreement is a framework agreement which sets out the terms and conditions under which the Partner may place orders with Ray Ltd or its local subsidiary (as determined in the Commercial Terms). Ray reserves the right to assign or transfer the orders placed under this Agreement to an alternative Ray entity at any time on prior written notice in accordance with Clause 13.2.

2.2 This Agreement will commence on the Start Date and continue for an initial term of twelve (12) months. Thereafter this Agreement shall automatically continue unless and until either party terminates this Agreement on no less than thirty (30) days' written notice.

2.3 Either Party may terminate this Agreement on immediate written notice if the other party materially breaches this Agreement and fails to correct the breach within fourteen (14) days following written notice from the other party specifying the breach and requiring the breach to be remedied or (to the extent permitted by Applicable Laws) becomes insolvent or suffers any insolvency related event.

3 SUPPLY OF PRODUCTS

3.1 Ray will license the Products in accordance with the terms of the applicable Licence, the current forms of which are reproduced at www.ray.life/legal. For the avoidance of any doubt, Partner acknowledges that Ray may contact and communicate with the End User directly with respect to Ray' obligations and the End User's ongoing use of the Licensed Products both during and after termination or expiry of this Agreement. Clauses 3.2 to 3.8 inclusive only apply if the Partner purchases from Ray directly. If the Partner purchases via an authorised third party distributor, commercial terms will instead be agreed between the Partner and such distributor.

3.2 Ray will provide the Products to the Partner in accordance with orders placed by the Partner on these terms. This Agreement is non-exclusive, and Ray may therefore supply Products to third parties in the Territory. Orders placed by the Partner purporting to include any additional or other terms will not be accepted by Ray. Any quotations provided to the Partner by Ray are invitations to treat only and are not capable of acceptance. Ray reserves the right to correct or amend quotations at any time. Ray will not be bound by any order until Ray has acknowledged the order or shipped the Products.

3.3 The price charged by Ray to the Partner for the Products will be the current Price List price at the time of the order less the Discount and/or incremental discounts offered to the partner in conjunction with the order. Unless specified otherwise in the Commercial Terms, prices are Ex-Works and do not include value added tax or the cost of handling, carriage and insurance which shall be borne by the Partner.

3.4 Partner acknowledges and agrees that, notwithstanding any additional discount that may be stated in a written quotation, the Discount is intended as compensation for material effort by Partner throughout the process of a sale of Products to End User(s).

3.5 Subject to receipt of satisfactory credit references and relevant financial information, Ray may establish a credit account and a credit limit for the Partner. Until the Partner receives written confirmation from Ray that a credit account has been established, all orders must be prepaid. Ray may amend any discounts given to the Partner at any time and for any reason including without limitation: if the Partner fails to meet the payment terms set out in Clause

3.6. If the Partner fails to make full payment when due, Ray may withhold the supply to the Partner or End Users of the Products or Updates thereto. If permitted by Applicable Law, any delay in making payment shall automatically entitle Ray to charge interest at 1 percent per month from the date when payment is due until the date when payment is received.

3.6 Where a credit account has been agreed by Ray, the payment terms for all orders are as stated in the Commercial Terms unless otherwise agreed in writing.

3.7 Unless otherwise agreed in writing by Ray, Ray will use reasonable efforts to deliver the Products to the Partner's address or to the address specified on the Partner's purchase order, within 14 days from the receipt of the Partner's order, subject to availability.

3.8 For the avoidance of doubt Ray will not:

3.8.1 offer refunds if an End User's Licence is terminated early for any reason; or

3.8.2 offer refunds and/or credits if any End User fails to pay the Partner.

4 SUPPLY OF APPLIANCES

In addition to the terms in Clause 3 above, the following terms shall apply to Partner with respect to the sale of Appliance Products:-

4.1 Ray will provide the Appliance to the Partner in accordance with orders placed by the Partner on these terms and in accordance with guidance published on the Ray Partner website concerning shipping arrangements. Partners may choose to accept delivery of an Appliance for onward shipment to an End User or delivery by Ray direct to the End User, provided always that such onward shipment is in accordance with Sanctions and Export Control Laws as more fully described in Clause 13.3.

4.2 Where the Partner has made an order for an Appliance Product and Ray has accepted such order the Partner shall be liable for payment for such Appliance Product whether or not payment has been received by the Partner from the End User.

4.3 The Partner will not be required to hold Appliance in stock or to provide support or any other service to End Users in relation to the Appliance unless otherwise agreed with Ray.

4.4 Certain Appliances may be available for evaluation. Partner shall ensure that an End User who fulfils the criteria provided by Ray from time to time for evaluation and who wishes to evaluate an Appliance Product signs the Ray Appliance Loan Agreement ("Loan Agreement") available at URL: www.ray.life/legal. IF ANY END USER FAILS TO SIGN A LOAN AGREEMENT OR FAILS TO RETURN AN APPLIANCE IN ACCORDANCE WITH THE LOAN AGREEMENT AND/OR AFTER THE EVALUATION PERIOD STATED IN THE LOAN AGREEMENT HAS EXPIRED, RAY SHALL ISSUE AN INVOICE TO PARTNER FOR THE PURCHASE (AT RAY' LIST PRICE) OF THE HARDWARE COST OF THE APPLIANCE AND THE PARTNER SHALL PAY SUCH AMOUNT TO RAY.

4.5 If Partner returns an Appliance to Ray, either post-evaluation or where there is a valid warranty claim or Advance Replacement under Clause 5 of the Appliance Licence, Partner shall insure and ship the Appliance, unless otherwise advised by Ray from time to time, at Ray' cost either: by overnight delivery/carrier; or by using the pre-paid shipping/packaging provided by Ray, if any.

5 PARTNER'S OBLIGATIONS

During the term of this Agreement, the Partner shall at all times observe and perform the terms of this Agreement and, in particular, the Partner shall: -

5.1 use reasonable endeavours to renew Ray licences in a timely fashion, and specifically (but without limitation) the Partner shall contact End User(s) who have not renewed their Ray licences prior to the expiry of the End User's licence;

5.2 not make any promises or representations, or give any warranties, guarantees or indemnities in respect of the Products and/or the Appliances except such as are

contained in the relevant Licence, or as otherwise expressly authorised by Ray in writing;
5.3 not hold itself out as having any authority whatsoever to agree any changes of any kind to the Licence terms;

5.4 use Ray' Trade Marks and trade names relating to the Products only in the registered form or style notified to the Partner in writing by Ray and shall not use such trademarks or trade names in connection with any other products or services or as part of the corporate or any trade name or any Internet domain name of the Partner and shall not alter, obscure, remove, interfere with or add to any of the trademarks, trade names, markings or notices affixed to, or contained in, the Products and the Product Documentation delivered to the Partner;

5.5 not duplicate or reproduce in any way any Ray copyright material without the prior written consent of Ray;

5.6 deal with any complaints, problems or other technical queries regarding the Products from End Users before making use of the Ray telephone helpdesk;

5.7 not make or disseminate any disparaging comments and/or statements concerning Ray' product(s) or market, distribute, license or sell any Ray product in a manner that is likely to cause harm to, or diminish the value of, the Ray brand;

5.8 ensure that any and all emails sent by Partner with regard to Ray products are sent with the clear permission of the recipient in compliance with Privacy and Data Security Regulations and Partner hereby acknowledges and agrees that sending e-mails with regard to Ray products in a manner which is not in compliance with the Privacy and Data Security Regulations is expressly prohibited and that breach of this clause may be considered cause for termination of this Agreement;

5.9 not incorporate or integrate the Products in or on any other hardware or software products without notifying its local Ray representative and signing the appropriate MSP or OEM Agreement;

5.10 not use the Products for the purposes of competing with Ray, including without limitation the gathering of competitive intelligence; and

5.11 provide Ray and any authorized third-party distributor with the required level of detail on all purchase orders, including without limitation complete and accurate End User identification information.

5.12 PARTNER ACKNOWLEDGES AND AGREES THAT IF IT IS IN BREACH OF ANY OF ITS OBLIGATIONS SET OUT ABOVE IN THIS CLAUSE 5, RAY MAY, AT ITS SOLE OPTION AND WITHOUT LIMITING ANY OTHER REMEDIES AVAILABLE TO IT UNDER APPLICABLE LAW, UPON NOTICE TO PARTNER: (i) TERMINATE THIS AGREEMENT; OR (ii) CEASE TO PERFORM ITS OBLIGATIONS SET FORTH IN CLAUSE 6.3 AND/OR REDUCE OR REMOVE PARTNER'S STATUS AND/OR REDUCE PARTNER'S DISCOUNT.

6 RAY' OBLIGATIONS

Ray will: -

6.1 maintain a telephone helpdesk offering technical support services for the Products, subject to clause 5.6. Such service will be generally available 24 hours each day;

6.2 use reasonable efforts to continue to develop, upgrade and enhance the Products to maintain their marketability and competitiveness;

6.3 be responsible for tracking the Licence expiration date and notifying the Partner and/or the End User.

7 INTELLECTUAL PROPERTY

The right of the Partner to use any of the Intellectual Property Rights owned by Ray Ltd or the Ray group of companies is only granted to the extent expressly provided for in this Agreement.

8 CONFIDENTIALITY

8.1 The Partner shall keep all Confidential Information strictly confidential and shall not disclose any Confidential Information to a third party, other than as is necessary for the Partner's performance of its obligations under this Agreement (in which case the Partner shall ensure that such third parties keep the Confidential Information confidential and do not disclose or use any of the Confidential Information other than in accordance with the proper performance of this Agreement).

8.2 Clause 8.1 shall not apply to any Confidential Information to the extent that it comes within the public domain other than through breach of clause 8.1; is required or requested to be divulged by any court, tribunal or governmental authority with competent jurisdiction; or is known to the Partner at the date of this Agreement or becomes known to it free from any duty of confidence.

8.3 This clause 8 shall continue in force for a term of five (5) years after and despite the expiry or termination of this Agreement, whatever the reason for termination.

9 DATA SECURITY AND USE OF PERSONAL INFORMATION

9.1 Personal Information shall be treated as Confidential Information hereunder.

9.2 Partner shall collect and process Personal Information in accordance with the Privacy and Data Security Regulations.

9.3 Partner represents that Partner's data protection policies and practices are, and will be maintained, at a minimum in accordance with standard industry practices applicable to data protection, information security, and privacy.

9.4 Partner shall provide immediate written notice of any unauthorized access, use or disclosure of Personal Information or any security breach that could affect Ray or End Users or could impact the activities to be performed under this Agreement. In such event, Partner shall immediately take remedial action as required by the Privacy and Data Security Regulations and as requested by Ray.

9.5 Partner warrants that it has obtained all necessary consents to provide End User Personal Information to Ray for the purpose of performing this Agreement.

9.6 Partner shall upon reasonable request provide appropriate evidence of Partner's compliance with this Clause 9.

10 PARTNER'S STATUS

10.1 The Partner shall be appointed as an independent contractor and this Agreement shall not constitute a joint venture or partnership between the parties and (other than expressly as provided in this Agreement) the Partner shall not hold itself out as Ray's agent.

10.2 Nothing in this Agreement shall preclude the Partner from acting as an agent for the End User, including (without limitation) accepting the Licence on the End User's behalf where the Partner downloads and/or installs the Products on the End User's behalf.

11 EFFECT OF TERMINATION

11.1 Termination of this Agreement by Ray in accordance with its terms shall not give the Partner any right to compensation, damages, loss of profits or prospective profits, or consequential losses of any kind or nature whatsoever, and in no circumstances shall the Partner acquire against Ray any goodwill in respect of its appointment as Partner or in respect of the Products or their distribution or sale, or otherwise under or in respect of this Agreement.

11.2 Upon the expiry or termination of this Agreement the Partner shall return to Ray all promotional and commercial material, including any Products, evaluation copies, Product Documentation, Product Descriptions and all literature and other materials supplied free-of-charge or on loan or consignment to the Partner by (or for) Ray.

12 WARRANTIES AND LIABILITY

12.1 Ray warrants only that for a period of ninety (90) days from the date of Licence (the "Warranty Period") that if properly installed and used the Products will perform substantially in accordance with the relevant Product Documentation. If Ray is notified in writing of a breach of this warranty during the Warranty Period, Ray' sole liability, and the Partner's sole remedy shall be (at Ray' option) to correct or replace the Products and/or the Product Documentation within a reasonable time or provide a refund of the fee paid by the Partner to Ray for the relevant Product.

12.2 Except for the express warranties and indemnities given by Ray in this Agreement and without prejudicing Ray' liability for fraud, to the maximum extent permitted by Applicable Laws, Ray gives no warranty, undertaking, indemnity or other comfort and makes no representation of any kind (whether express, implied, under statute, custom or otherwise) in relation to the Products, including without limitation:

12.2.1 as to their satisfactory quality or fitness for a particular purpose or as to non-infringement;

12.2.2 that the Products will detect, identify or disable all or any specific harmful programs, viruses or harmful components;

12.2.3 that the Products will not give false positive results;

12.2.4 that Updates will be provided for all harmful programs, viruses, or harmful components;

12.2.5 that Updates will be provided for all forms of spam or spam campaigns;

12.2.6 that the Products will meet the Partner's or the End Users' requirements; or

12.2.7 that the Products will be error free and/or operate without interruption.

12.3 Subject to clause 12.5, and to the extent permitted by Applicable Laws, the aggregate liability of Ray to the Partner for any matter arising under or in connection with this Agreement in any year, whether arising from contract, negligence or otherwise, shall be limited to the greater of \$100,000 USD (or this equivalent in local currency) OR the amounts paid by the Partner to Ray under this Agreement in the preceding twelve months.

12.4 Notwithstanding clause 12.3, but subject to clause 12.5, and to the extent permitted by Applicable Laws, Ray shall not be liable to the Partner for any claim for damage to, or loss of or costs in respect of any consequential, incidental or resulting damages, any loss of profit, revenues, goodwill, business opportunities or pure economic loss (in each case whether the loss is direct or indirect) or any claims made by End Users against the Partner.

12.5 Notwithstanding anything to the contrary in this Agreement Ray' liability to the Partner:-

12.5.1 for death or personal injury caused by the negligence of Ray; and

12.5.2 for fraud

is not limited, in each case including where such acts defaults or omissions were attributable to Ray, its employees or agents.

12.6 This clause 12 has continuing effect after termination of this Agreement.

13 GENERAL

13.1 Amendments. This Agreement represents the entire terms agreed between the parties in relation to its subject matter, and supersedes all previous contracts or arrangements (if any) between the parties relating to its subject matter. Save as provided by Clause 13.2, this Agreement may only be revised in writing signed by an authorised representative of each of the parties.

13.2 RAY RESERVES THE RIGHT TO UNILATERALLY MODIFY THE PRODUCTS, THE PRICE LIST AND THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE COMMERCIAL TERMS) AT ANY TIME BY NOTICE. Notice includes, but is normally not limited to, posting details at <https://partnerportal.ray.life> and/or email

announcements sent to Partner representatives. Following receipt of such notification, the Partner may terminate the Agreement within thirty (30) calendar days if the Partner objects to the notified changes. Failure to terminate within such period shall mean that the Partner expressly and unreservedly accepts all the amendments contained in the notice, which shall take effect immediately upon expiry of said thirty (30) calendar day period.

13.3 Regulatory Requirements. The Partner:

13.3.1 agrees that in conjunction with its resale and distribution of the Products it will comply, and will ensure that its relevant personnel comply, with all Sanctions and Export Control Laws;

13.3.2 represents and warrants that neither Partner nor any party that owns or controls, or is owned or controlled by, Partner is (i) ordinarily resident in, located in, or organized under the laws of any country or region subject to economic or financial sanctions or trade embargoes imposed, administered, or enforced by the European Union, the United Kingdom, or the United States; (ii) an individual or entity on the Consolidated List of Persons, Groups, and Entities Subject to European Union Financial Sanctions; the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons or Foreign Sanctions Evaders List; the U.S. Department of Commerce's Denied Persons List or Entity List; or any other sanctions or restricted persons lists maintained by the European Union, the United Kingdom, or the United States; or (iii) otherwise the target or subject of any Sanctions and Export Control Laws;

13.3.3 represents and warrants that it will not export, re-export, transfer, or otherwise make available the Products, directly or indirectly, to any country, region, individual or entity described in Clause 13.3.2 or in violation of, or for purposes prohibited by, Sanctions and Export Control Laws, including for proliferation-related end uses, and that it has adequate policies, procedures, and controls in place to comply with Clause 13.3.3;

13.3.4 agrees that it will use its best efforts to ensure that any End User complies with the requirements of Clause 13.3.3, including, but not limited to, by requiring any End User to agree to comply with the requirements of Clause 13.3.3;

13.3.5 understands and agrees that Ray shall have no obligation to provide any Updates, Upgrades, or services related to the Products where Ray believes the provision of such Updates, Upgrades, or services could violate Sanctions and Export Control Laws;

13.3.6 agrees to notify Ray immediately if it becomes aware that it or any of its personnel may have breached any Sanctions and Export Control Laws in connection with its resale and distribution of the Products or if it becomes aware that any Product that it sold, directly or indirectly, to an End User has been exported, re-exported, transferred, or otherwise made available in violation of Clause 13.3.3;

13.3.7 agrees to provide notice to Ray in a commercially reasonable timeframe and manner (if not herein elsewhere stated with specificity) of any government action or communication that Partner receives or becomes aware of concerning Sanctions and Export Control Laws relating to the Products, unless prohibited by law or compulsory governmental process;

13.3.8 agrees that while information about the classification of Products for export purposes is available at <http://www.ray.life/en-us/legal/export.aspx> and Ray will use reasonable endeavours to maintain the information on such webpage, it will be responsible for seeking its own legal advice and ensuring its own compliance with all applicable Sanctions and Export Control Laws;

13.3.9 agrees that in the event that the sale, supply, export, re-export or transfer of all or part of the Products or any part thereof to be supplied under this Agreement is subject to Ray obtaining or using an export licence, it will provide promptly upon request all assistance or documentation required by Ray including, as appropriate, an accurately completed End User undertaking or consignee undertaking;

13.3.10 agrees that it will be solely responsible for fulfilling all the requirements of the authorities in all of the jurisdictions to which the Products will be supplied for the

licensing, registration or other authorization for the sale, supply, import, re-export, transfer, use, disclosure or transport of the Products;

13.3.11 agrees that it is solely responsible for fulfilling any other Applicable Laws, including without limitation those that relate to the EC Directive on Waste Electrical and Electronic Equipment ("WEEE") and The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations ("RoHS"), in connection with any use, disclosure, transfer, transport and/or disposal of the Products; and

13.3.12 agrees that it will indemnify and hold Ray harmless from and against any claim, loss, liability or damage suffered or incurred by Ray resulting from or related to Partner's breach of this clause, and that breach of this clause may be considered cause for immediate termination of this Agreement.

Further details are available at <https://www.ray.life/en-us/legal/export.aspx>.

13.4 Conflicts. In the event of any inconsistency between this Agreement and the Commercial Terms, the provisions of this Agreement shall prevail.

13.5 Remedies not exclusive. The rights and remedies contained in this Agreement are not exclusive of any other rights or remedies.

13.6 No waiver. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. No single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

13.7 Notices. If either party has to serve notice on the other, it shall do so in writing and the notice must be sent either by courier, fax or certified pre-paid post to the address given for the other party or, if sent by email, with confirmation sent by certified pre-paid post. Notices sent in this way shall be effective on delivery if sent by courier, on completion of successful transmission if sent by fax, 48 hours after posting if sent by post, or on receipt if sent by email.

13.8 Severance. All parts of this Agreement apply to the maximum extent permitted by Applicable Law. If any provision of this Agreement shall be determined by any court or competent authority to be illegal, invalid and/or unenforceable then (i) Ray will replace such provision with similar terms which are enforceable under Applicable Law and (ii) such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect.

13.9 Further assurance. Each party shall do, execute, and perform such further acts, things, deeds and documents as may from time to time be required to give full legal and practical effect to this Agreement. Each party shall use all reasonable endeavours at its own cost to ensure that any necessary third parties shall do, execute and perform such further acts, things, documents as may from time to time be required to give full legal and practical effect to this Agreement.

13.10 Assignment. The Partner may not assign the benefit of this Agreement without the prior written consent of Ray.

13.11 Rights of Third Parties. A person who is not a party to this Agreement has no right to enforce any term of this Agreement under applicable legislation and the parties to this Agreement do not intend that any third party rights are created by this Agreement.

13.12 Anti-Corruption. The Partner will at all times comply with Applicable Laws concerning anti-bribery and anti-corruption (including but not limited to the United States Foreign Corrupt Practices Act 1977 and the United Kingdom Bribery Act 2010) with regard to all dealings, negotiations, solicitations or other contact with customers, potential customers, End Users or potential End Users (including but not limited to the employees, agents and subcontractors of the aforesaid entities).

13.13 Language. If there are any inconsistencies between the English language version of this Agreement and any translated version, then the English language version shall prevail.

13.14 Certifications. Partner agrees to provide Ray with a certification as to its

compliance with this Agreement or any Clause of this Agreement upon Ray's request. Failure to provide such certification within thirty (30) days of Ray's request may be considered cause for immediate termination of this Agreement.

13.15 Recordkeeping. Partner will maintain accurate and legible records for a period of five (5) years from the date of any transaction undertaken under this Agreement and will provide Ray with information reasonably requested by Ray to review compliance with the terms of this Agreement. Failure to provide such information within thirty (30) days of Ray's request may be considered cause for immediate termination of this Agreement.

14 GOVERNING LAW & JURISDICTION.

This Agreement shall be governed by and construed in accordance with the laws of Singapore and the courts of Singapore shall have non-exclusive jurisdiction to determine any disputes, which may arise out of, under, or in connection with this Agreement.

Partner (Reseller) Application Terms and Conditions (29 June 2020)