RELYING PARTY AGREEMENT

Raffcomm Technologies Sdn Bhd (Company No. 201001015771 (1000449-W))
Lot 32.02, Level 32, Sunway Putra Tower, 100, Jalan Putra,
50350 Kuala Lumpur, Malaysia
Phone: +603-4040 0195
https://www.rafftech.my

AGREEMENT

1. **Notice.** In receiving a signed document or using RaffComm Technologies Sdn Bhd ("RAFFTECH") protected communication on the strength of a certificate based on one of the certificate issued by RAFFTECH, the recipient of a signed document (hereafter RECIPIENT) or the communication partner of the certificate-protected communication consents to the Relying Party Agreement (hereafter RELYING PARTY AGREEMENT).

   The RELYING PARTY AGREEMENT shall govern the warranty provided by RAFFTECH to the RECIPIENT. A SUBSCRIBER means an applicant for a RAFFTECH certificate, which acquires it from RAFFTECH and issues it in its own right or for another party (server or other person, hereafter SUBSCRIBER).

2. **Contractual Components.** The applicable Certificate Policy (CP) and Certificate Practice Statements (CPS) of the applicable trusted root certificate shall be an integral part of this Relying Party Agreement and shall take precedence in the event of any discrepancies. The applicable CP and CPS may be obtained in their most up to date form at https://www.rafftech.my/wp/knowledge/.

3. **Terms and Conditions.** Before the recipient can rely on a signature contained in a RAFFTECH certificate, it must take account of the following:

   - Certificates shall be issued in accordance with the provisions of the CP/CPS for the CA of the relevant root certificate. The CP/CPS may be obtained in their most up-to-date form at https://www.rafftech.my/wp/knowledge/.. The provisions also set out details concerning the level of review, the guarantee and in general the conditions under which the certificate was issued for a signature.

   - The subscriber is subject to the Subscriber Agreement when issuing the certificate, which may be obtained in their most up-to-date form at https://www.rafftech.my/wp/knowledge/. This document also sets forth the legal framework conditions governing the use of the certificate.

   The signature on which the certificate is based and all certificates in the certificate chain must not have been revoked.

   RAFFTECH shall provide standard services for examining the validity of the certificate, such as CRL (Certificate Revocation List) and OCSP (Online Certificate Status Protocol). Before a signature is trusted, the RECIPIENT shall verify its validity including revocation status. The RECIPIENT must therefore always refer to the most recent CRL file in order to review the validity of the certificate.

   If for technical reasons no CRL file or OCSP service is available, the RECIPIENT must estimate itself how long it is able to rely on the validity of the signature. This shall also take account of the related transactions and the attendant risk. Confidence should not be granted for longer than 15 days.

4. **Legal effect of certificates, export.** The RECIPIENT acknowledges that digitally signed documents may, depending upon the applicable legislation, have the same legal effect as documents by hand.

   The RECIPIENT acknowledges that the deployment and use of digital certificates and the ex-change of digitally signed and/or encrypted data outside Malaysia and is subject to foreign jurisdictions and that therefore different effects may result, which may be more or less extensive than is the change of encrypted data and the export/import of cryptographic software or cryptographic data storage media are also subject to statutory restrictions in certain foreign countries.

   Clarification of matters in this respect shall be a matter under all circumstances for the RECIPIENT.

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5. **Warranty.** RAFFTECH warrants to the RECIPIENT of a signature:

- That all information contained in the certificate attributes is correct and has been reviewed in accordance with the applicable CP/CPS; and

- That these certificates have only been issued by RAFFTECH to the party that requested the certificate or that only that party has been enabled to download them.

The SUBSCRIBER shall examine the material provided, including in particular the certificates provided, following their issuance and report any defects or incorrect and/or incomplete information promptly (within no more than 5 working days), and under all circumstances prior to the first usage. If evident defects are not reported promptly following receipt, and latent defects not promptly after discovery, the rights relating to defects shall be deemed to have been forfeited. The SUBSCRIBER shall bear the burden of proving the time when the defects objected to be discovered and that the report was made promptly.

In the event that a defect is reported, RAFFTECH shall be entitled to choose between rectification and replacement. Defective certificates shall be declared invalid and replaced by new certificates. Any further rights as to defects are expressly excluded.

RAFFTECH does not provide any warranty regarding the compatibility of the certificates provided with Malaysia Legislation and reserves the right to refuse requests for certificates from the SUBSCRIBER where these run contrary to statutory export restrictions or limitations or compliance requirements of RAFFTECH.

6. **Report of misuse.** Should the RECIPIENT ascertain that a certificate has been misused or stolen, it must report this promptly to the customer service at RAFFTECH. The report must contain contact information (telephone, email). The support service shall then contact the RECIPIENT directly.

7. **Duration and Termination.** The agreement shall take effect upon the issuance of the certificate and shall apply for the duration therefor. It shall end upon expiry of the certificate in question or upon revocation (withdrawal).
The validity of the certificate shall expire upon termination of the agreement. Signatures affixed shall remain valid unless and until the signature certificates have been revoked. Any certificates that are still valid shall be revoked. Notice of termination must always be given Certificate Validity Period and Fees. Notice of termination must always be given in writing.

8. **Certificate Validity Period and Fees.** The initial validity period of the certificate issued to you shall be not greater than 2 years subject to payment of fees, if applicable, in accordance with the schedule provided in the applicable price list, quotation or contract.

9. **Limitation of Liability.** RAFFTECH shall bear full liability towards the SUBSCRIBER for any losses occasioned by it to the SUBSCRIBER unless RAFFTECH proves that it was not at fault. Liability for minor negligence is excluded.
Neither party shall bear liability for the proper functioning of third party systems, including in particular the internet. RAFFTECH shall not be liable for the systems and software used by the SUBSCRIBER.

10. **Indemnification.** The SUBSCRIBER shall fully indemnify RAFFTECH from all third parties' claims resulting from use in breach of contract or unlawful or improper use of the certificate service. The indemnification shall include also the obligation to hold RAFFTECH fully harmless against legal defence costs (e.g. procedural costs and legal fees).
The indemnification obligations of the Subscriber are not RAFFTECH's sole remedy for Subscriber's breach and are in addition to any other remedies RAFFTECH may have against the Subscriber under this Agreement. The S Agreement.

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11. **Terms and Terminations.**

    Term. Unless otherwise terminated as allowed herein, this Agreement is effective upon Subscriber's acceptance and shall continue for as long as a Certificate issues under this Agreement is valid.

    Termination. Certificate issued under Either Party may terminate this Agreement for convenience by providing the other party twenty (20) business days' notice. RAFFTECH may terminate this Agreement immediately without notice if

    - Subscriber materially breaches this Agreement

    - RAFFTECH revokes a Certificate as allowed herein and in the CP/CPS

    - RAFFTECH rejects Subscriber's Certificate application

    - RAFFTECH cannot satisfactorily validate Subscriber in accordance with the provisions of Agreement and the CP/CPS, or if

    - Industry standards or changes in applicable legislation affect the validity of the Certificates requested by the Subscriber.

12. **Assignment and Transfer of Rights.** The SUBSCRIBER may not assign or pledge any claims against RAFFTECH without the written consent from RAFFTECH. The SUBSCRIBER shall not have the right to assign or transfer the rights and obligations pursuant to this Agreement.

13. **Severability.** If individual terms of this agreement are found to be invalid or unlawful, this shall not affect the validity of the agreement. Should this occur, the relevant term shall be replaced by a valid term that is commercially equivalent as far as possible

14. **Force Majeure.** Neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike and other causes beyond the party's reasonable control). The party affected by the force major event will provide notice to the other party within a reasonable time and will use reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event, will be performed as soon as reasonably possible when the force majeure event ceases.

15. **Governing Law.** This Agreement will be interpreted, construed and enforced in all respects in accordance with the applicable Malaysia legislation. All proceedings or legal action arising from this Agreement must be commenced in the Malaysia Court of Law. Both parties agree to the exclusive venue and jurisdiction of Malaysia legislation.