

AGREEMENT

1. **Notice.** This RAFFTECH certificate subscriber agreement ("agreement") is entered into between the subscriber of such certificate (the applicant " or the subscriber") and **RAFFCOMM TECHNOLOGIES SDN. BHD. (COMPANY NO. 201001015771 (1000449-W)) ("RAFFTECH")**.

By accepting or using RAFFTECH's certificate, you agree to become a subscriber and be bound by the terms of use contained in this agreement and RAFFTECH related certificate policy and certificate practice statement that are published in the repository, which are incorporated by reference into this agreement and made integral part hereof.

2. **Introductions.** In providing its Certification Services, RAFFTECH shall comply with its obligations in accordance with its Certificate Policy (CP) and Certificate Practice Statements (CPS). Upon acceptance of a certificate by the Subscribers, RAFFTECH warrants to the Subscribers compliance with such obligations.

3. **Representations and Warranties.** The subscriber represents and warrants the following:

- Has read, accepts and shall comply with the Certificate Policy/Certification Practice Statement. Subscriber is obliged to use the certificates solely for the purposes described in the CP/CPS and the applicable law.
- Created key pairs (private and public) belong to the subscriber by using a reliable and secure system and shall take all necessary precautions to protect their private key from accidental destruction, loss or theft.
- After receiving the Certificate, the Subscriber shall review and verify that the information contained in the Certificate is accurate.
- Shall promptly request the revocation of the Certificate when it is not used anymore, and cease using it when the data contained in it has changed or any information in the Certificate is or becomes incorrect or inaccurate, and if there is any actual or suspected misuse or when it is suspected that the private key has been compromised or lost.
- An obligation and warranty to provide accurate and complete information at all times to RAFFTECH, both in the Certificate request and as otherwise requested by RAFFTECH in connection with the issuance of the Certificate(s) to be supplied by RAFFTECH.
- An acknowledgment and acceptance that RAFFTECH is entitled to revoke the certificate immediately if the Subscriber were to violate the Terms of Use of this agreement or if RAFFTECH discovers that the Certificate is being used to enable criminal activities such as phishing attacks, fraud, or the distribution of malware.

4. **Certificate Subscriber Acknowledgement.** Upon accepting or signing this agreement, you acknowledge that:

- (i). The subscribers are aware of your obligations regarding the use, security precautions, and functionalities of certificates, cryptographic keys, and certification services provided by RAFFTECH or its Registration Authority;
- (ii). The subscribers understand the nature of the services provided by RAFFTECH;
- (iii). You understand the warranties and that limitations on liability and damages apply as is indicated in the RAFFTECH's CP and CPS;
- (iv). The subscriber, in their sole and absolute discretion, decide not to process or issue a certificate to you;
- (v). RAFFTECH and its Registration Authority that processed your certificate may request the suspension or revocation of your certificate if you so request it or if RAFFTECH receives information that:
- (vi). The private key corresponding to the public key in the certificate has been potentially or effectively lost, disclosed without authorization, stolen or compromised in any way.
- (vii). Control over your private key has been lost due to compromise of activation data (e.g. passphrase or PIN Code) or due to other reasons;
 - a. There are inaccuracies or changes to the certificate content, as notified to you;
 - b. You do not meet the material obligations of your agreements with RAFFTECH or its Registration Authority

that processed its certificate application;

- c. There is an improper or faulty issuance of a certificate due to:
- A material prerequisite to the issuance of the certificate not being satisfied;
 - A material fact in the certificate is known, or reasonably believed, to be false

(viii). Any other circumstance that may reasonably be expected to affect the reliability, security or integrity of the certificate or the cryptographic key pair associated with it.

(ix). In the event that you want to become a "Relying Party", you are required to consent to the Relying Party agreement (available at <https://www.rafftech.my/wp/knowledge/>).

(x). That your certificate may be treated as public information and made available to other parties.

5. Obligations and Warranties. Upon applying for the issuance of certificate, the applicant/subscriber agree to:

- Provide accurate and complete information in order to process the certificate issuance application;
- Generate or have generated its cryptographic keys in a way that complies with the requirements of the applicable policy;
- Review the certificate issued to you to determine the accuracy of the data contained in it and either accept the certificate or notify RAFFTECH and its Registration Authority that processed the certificate application of any modifications required.

Upon accepting the certificate issued to you, you warrant that:

- The data contained in the certificate is accurate;
- The private cryptographic key associated with the public key contained in the certificate has not been compromised;
- You shall only use the cryptographic key pair and certificates in accordance with the applicable Certificate Policy;
- You shall exercise reasonable care to maintain the security of the private cryptographic key associated with the public key contained in the certificate as well as avoid its unauthorized use;
- You shall promptly notify RAFFTECH or its Registration Authority that processed the certificate application to suspend or revoke your certificate if you suspect or know that your private key, the device it is stored in, or the PIN/Passphrase has been compromised, lost or its security is in any other way materially affected.
- You shall follow the necessary procedures for the revocation of certificates in accordance with applicable practices and policies.
- If applicable, you shall pay the fees for the certification services provided in accordance with the applicable price list or quotation.

6. Certificate acceptance. Certificate acceptance by you will occur when any of the following events takes place:

- Upon accepting or signing a certificate acceptance form and submitting it to the entity that processed the certificate application;
- If applicable, upon payment of the certificate issuance services; or
- Upon your first use of the certificate for purposes other than verifying the content of the certificate and testing its functionality (as part of the assessment done by the Certificate Subscriber in order to decide whether to accept it or not).
- The certificates are considered accepted 30 days after the certificate's issuance.

7. 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.

8. **Limitation of Liability.** The disclaimers and liability clauses contained in the Practices and Policies referred to in Clause 2 of this agreement operate with regard to all claims arising in relation to certificates and certification services provided by RAFFTECH and its Registration Authority, including the cumulative damage cap.

All such limitations shall extend to any and all claims against RAFFTECH within the RAFFTECH's certification services. The limitation shall apply on a per certificate basis regardless of the number of transactions, digital signatures, or causes of action arising out of or related to such certificate or any services provided in respect of such certificate.

The foregoing limitations shall apply to any liability whether based in contract, tort (including negligence) or any other theory of liability, including any direct, indirect, special, punitive, exemplary, consequential, reliance, or incidental damages.

9. **Indemnifications.** The Subscriber shall indemnify RAFFTECH and their respective directors, officers, employees and agents (each an "Indemnified Person") against all liabilities, losses, expenses or costs (collectively "Losses") that, directly or indirectly are based on Subscriber's breach of this agreement, information provided by the Subscriber or Subscriber's or its customers' infringement on the rights of a third party.

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 Subscriber's indemnification obligations survive the termination of this agreement.

10. **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 issued under this agreement is valid.

Termination. 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 this agreement and the CP/CPS; or if
- Industry standards or changes in applicable legislation affect the validity of the Certificates requested by the Subscriber.

11. **Severability.** If any section, sentence, clause or phrase of this agreement should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this agreement.

12. **Notifications and Modifications.** RAFFTECH may (i) revise the terms of this Agreement; and/or (ii) change part of the services provided herein at any time. Any such change shall be notified to the Subscriber by any convenient way and in any case, shall be binding and effective fourteen (14) days after publication of the changes in this Agreement and/or in the CPS on RAFFTECH'S website <https://www.rafftech.my/wp/knowledge/> , or upon notification to the Subscriber by e-mail.

If the Subscriber continues to use its Certificate after the date on which the terms of this agreement have changed, RAFFTECH will treat such use by the Subscriber as acceptance of the updated terms. In case of major changes to this

agreement, will be notified in advance to the effective dates. RAFFTECH is obligated to publish (at its web site), previous versions of this agreement in case of major document changes.

13. **Force Majeure.** If 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 majeure 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.
14. **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 Malaysian Court of Law. Both parties agree to the exclusive venue and jurisdiction of Malaysia legislation.