

## **Indirect Channel Partner Agreement**

**[WOLE OSINUPEBI ENGINEERS LTD]**

**AND**

**[HOLOWITS]**

**INDIRECT CHANNEL PARTNER AGREEMENT**

## Table of Contents

<a href="#"><u>ARTICLE 1</u></a>	<a href="#"><u>DEFINITIONS AND INTERPRETATION .....</u></a>	<a href="#"><u>5</u></a>
<a href="#"><u>ARTICLE 2</u></a>	<a href="#"><u>AUTHORIZATION AND PURCHASE/RESALE RULES.....</u></a>	<a href="#"><u>7</u></a>
<a href="#"><u>ARTICLE 3</u></a>	<a href="#"><u>OBLIGATIONS AND BENEFITS.....</u></a>	<a href="#"><u>8</u></a>
<a href="#"><u>ARTICLE 4</u></a>	<a href="#"><u>TERM AND TERMINATION.....</u></a>	<a href="#"><u>11</u></a>
<a href="#"><u>ARTICLE 5</u></a>	<a href="#"><u>CONFIDENTIALITY.....</u></a>	<a href="#"><u>11</u></a>
<a href="#"><u>ARTICLE 6</u></a>	<a href="#"><u>INTELLECTUAL PROPERTY RIGHTS .....</u></a>	<a href="#"><u>12</u></a>
<a href="#"><u>ARTICLE 7</u></a>	<a href="#"><u>BREACH OF AGREEMENT.....</u></a>	<a href="#"><u>13</u></a>
<a href="#"><u>ARTICLE 8</u></a>	<a href="#"><u>INDEMNIFICATION.....</u></a>	<a href="#"><u>13</u></a>
<a href="#"><u>ARTICLE 9</u></a>	<a href="#"><u>LIFECYCLE .....</u></a>	<a href="#"><u>13</u></a>
<a href="#"><u>ARTICLE 10</u></a>	<a href="#"><u>WARRANTY AND WARRANTY DISCLAIMER .....</u></a>	<a href="#"><u>13</u></a>
<a href="#"><u>ARTICLE 11</u></a>	<a href="#"><u>LIMITATION OF LIABILITY.....</u></a>	<a href="#"><u>14</u></a>
<a href="#"><u>ARTICLE 12</u></a>	<a href="#"><u>EXPORT CONTROL REGULATIONS AND SANCTIONS .....</u></a>	<a href="#"><u>15</u></a>
<a href="#"><u>ARTICLE 13</u></a>	<a href="#"><u>FINANCIAL COMPLIANCE .....</u></a>	<a href="#"><u>15</u></a>
<a href="#"><u>ARTICLE 14</u></a>	<a href="#"><u>COMPLIANCE WITH LAWS.....</u></a>	<a href="#"><u>16</u></a>
<a href="#"><u>ARTICLE 15</u></a>	<a href="#"><u>GOVERNING LAW AND DISPUTES RESOLUTION .....</u></a>	<a href="#"><u>17</u></a>
<a href="#"><u>ARTICLE 16</u></a>	<a href="#"><u>MISCELLANEOUS.....</u></a>	<a href="#"><u>18</u></a>
<a href="#"><u>Attachment A to the Indirect Channel Partner Agreement.....</u></a>		<a href="#"><u>21</u></a>

## PREAMBLE

- (A) This Agreement is made and entered into by and between HOLOWITS and the company who registers to be HOLOWITS's indirect channel partner and approved by HOLOWITS (“**Registered Partner**”). For purposes of this Agreement, HOLOWITS is defined as [HOLOWITS TECHNOLOGIES PTE. LTD.], a company incorporated and existing under the laws of Singapore, having its registered office at [6 TEMASEK BOULEVARD #29-00 SUNTEC TOWER FOUR SINGAPORE].
- (B) HOLOWITS and Registered Partner collectively referred to hereinafter as the “Parties” and each individually as a “Party”.
- (C) The individual (internal staff of Registered Partner) who accepts the Indirect Channel Partner Agreement electronically have been granted the power of attorney by Registered Partner and such individual (internal staff) is aware and represents that he or she is electronically signing this Agreement on behalf of Registered Partner, having the authority to bind Registered Partner to the terms and conditions of this Agreement (“Authorized Representative”).

To register as an indirect channel partner with HOLOWITS, your company must accept the terms and conditions of this Indirect Channel Partner Agreement (the "Agreement"). This Agreement applies to all “Registered Partners”, as defined in [ARTICLE 1](#) below.

## BACKGROUND

- (A) Registered Partner desires to be appointed as a channel partner to (i) Resell Products to End User, and/or (ii) Resell one or more of Services to End User without Added Value, and/or (iii) integrate its certain Added Value into a specific Service and provide such service to End User;
- (B) HOLOWITS desires to so appoint Registered Partner, upon the terms and conditions of this Agreement;
- (C) Accordingly, in consideration of the foregoing, the mutual covenants and undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

### 1.1. Definitions

In this Agreement, except as otherwise provided, the following words and expressions shall have the meanings defined hereinafter.

**Added Value** shall mean the non-HOLLOWITS portion of Registered Partner's total solution, which Registered Partner provides to End Users. Examples of Added Value are network design, configuration, trouble-shooting, managed services and cloud services, etc. that comprise a significant portion of the total revenues received by Registered Partner from an End User of HOLLOWITS Products. Registered Partner acknowledges that telesales, catalog sales, and sales over the Internet do not include Added Value if the communications from the prospective End User purchaser were exclusively prompted by something other than a face-to-face interaction between Registered Partner's sales representative and such prospective End User. In addition, providing financing options and/or network services (unless such network services comprise managed and/or cloud services, or any other provisioned services) to End Users does not constitute Added Value as well.

**Authorized Source** means a Distributor that is authorized by HOLLOWITS to redistribute Products and Services within the Territory (or within another country of HOLLOWITS's choice, in the event that no HOLLOWITS-authorized distributor exists within the Territory) to Registered Partner, or as otherwise provided by HOLLOWITS from time to time.

**Business Day(s)** shall mean week days excluding any public holidays in the Territory.

**Confidential Information** shall mean all financial, business and technical or other data and all other information (whether written, oral or in electronic form or on magnetic or other media) concerning the business and affairs of a Party that the other Party obtains, receives or has access to as a result of discussions leading up to the Agreement and throughout the Term.

**Day(s)** shall mean the calendar day in the Territory.

**Direct Resale Agreement** means Distributor Agreement, CSP Agreement or any substantially similar HOLLOWITS contract with a different title that authorizes Registered Partner to purchase Products and Services directly from HOLLOWITS and Resell them to End Users either directly or indirectly.

**Distributor** shall mean the entity as specifically authorized and appointed by HOLLOWITS that purchases Products and/or Services directly from HOLLOWITS and distributes them to Registered Partner with HOLLOWITS's permission within the Territory.

**Documentation** shall mean designs, drawings, sketches, advices, specifications, data, documentation, reports, notes, calculations, samples, models, patterns, photographs, audio-visual materials, recordings, manuals, tools and all other information and the like which is in a material form and is required to be provided and created (including, where the context so requires, those to be created by HOLLOWITS) for the performance of the obligations for specific opportunity or project.

**DOA** (dead on arrival) shall mean the malfunction that occurs in the incoming or sales inspection by a carrier/distributor.

**Effective Date** shall mean the date that HOLLOWITS sends the email of accepting the registration to the Registered Partner.

**End User** shall mean the final purchaser or licensee that (i) has acquired Products and/or Services for its own Internal Use only and not for Resale, remarketing or distribution, and (ii) is identified as such purchaser or licensee by Registered Partner pursuant to [3.1 c\)](#) below.

**End of Marketing or EOM** shall mean the last date after which HOLLOWITS will stop accepting PO of the Product or spare parts (e.g. main board, related accessories etc.).

**End of Full Support or EOFS** refers to the last date after which HOLLOWITS will stop providing new patches for fixing defects newly found in Software release.

**End of Service & Support or EOS** shall mean the date after which the HOLOWITS will stop providing any Service or support to Product or Software release.

**HOLOWITS Material** shall mean Software, literary works, specifications, design documents, processes, methodologies, programs, program listings, programming tools, documentation, databases, reports, drawings and other similar work products.

**HOLOWITS Website** shall mean HOLOWITS Business Official Website: <https://www.HOLOWITS.com>.

**Intellectual Property Rights** shall mean patents, rights to inventions, copyright and related rights, Trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including but not limited to know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

**Internal Use** shall mean any business use of Products and/or Services for an End User's or Registered Partner's own internal use, which is distinguished from the definition of Resale below. For clarification purposes, "internal use" does *not* include the use of Products and/or Services by Registered Partner for the purpose of providing managed services or cloud services to End Users.

**Lifecycle** means the designed lifetime of the Products, in terms of years from the date of general availability until the date of EOS, the period during which HOLOWITS will make the service and support available.

**Non-Genuine Product(s)** shall mean any and all products: (i) to which a trade name or trademark has been affixed without HOLOWITS's written consent; (ii) that have not been manufactured by HOLOWITS or by a licensed manufacturer of either HOLOWITS in accordance with the applicable license; (iii) are produced with the intent to counterfeit or imitate a genuine Product, or (iv) Products where any form of copyright notice, trademark, logo, confidentiality notice, serial number or other product identifier have been removed, altered, or destroyed.

**Product(s)** shall mean HOLOWITS hardware products, Software and related documentation which HOLOWITS makes available to Registered Partners through an Authorized Source for Resale (or, in the case of Software, license grant to use such Software)..

**Resale** shall include any of the following sales or dispositions of Products and/or Services:

- a) transfer of title (or, for Software, a license conferring the right to use the Software, and, for Services, the entitlement to receive such Services) to End User or to a financial intermediary such as a leasing company, even if such leasing company is affiliated with Reseller, where the Products and/or Services are used by an unaffiliated End User. All references to "Resell(s)" herein shall mean to engage in "Resale".
- b) retention of title (or, for Software, a license conferring the right to use the Software, and, for Services, the entitlement to receive such Services) by the Registered Partner, but only where the Product or Service is deployed to facilitate the provision by the Registered Partner of hosting, outsourcing, managed services, cloud services, or any other provisioned services for the use of End Users who are not affiliated with the Registered Partner and who contract with the Registered Partner for the provision of such services.

In no event shall the term Resale include use of Products and/or Services for the provision of network services to the general public. Use of Product or Service by Registered Partner for the purpose of providing End Users with managed or cloud services, or any other provisioned services does not constitute network services.

**Service(s)** shall mean any maintenance, design, implementation, or any other services provided or to be provided by HOLOWITS, Each available Service has its own Service description, as of the purchase date of such Services, to be made available as set forth at URL Address: <https://www.HOLOWITS.com/warrantypolicy>

**Software** shall mean the machine readable (object code) version of computer programs developed or

marketed by HOLOWITS and/or its Affiliates and related documentation.

**Territory** shall mean the geographic location(s) where Registered Partner is located and/or the geographic location(s) where such Registered Partner is registered and authorized to provide Products and/or Services. If Registered Partner is based in one of the member states of the EEA (EEA means the nations of the European Union and the European Free Trade Area) or Switzerland, the Territory shall be EEA and Switzerland.

**Trademark(s)** shall mean those trademarks, trade names, service marks, slogans, designs, distinctive advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by HOLOWITS or any of its affiliates anywhere in the world and which HOLOWITS owns or has the right to use in the Territory.

**Third-party products** means products provided by manufacturers or sellers other than HOLOWITS, including hardware, software, and licenses.

**Unauthorized Product(s)** shall mean any genuine HOLOWITS product and HOLOWITS Service that has been purchased or acquired, either directly or indirectly, from any party other than HOLOWITS and/or an authorized source, or sold to any party other than an End User. Unauthorized Product(s) do not include Non-Genuine Product(s).

## 1.2. Interpretation

In the event of any conflict among the provisions of this Agreement and the Attachment (if applicable), except as otherwise specified, the following order of priority shall apply to the extent necessary to resolve the conflict or inconsistency:

- (i) Articles of the Attachment;
- (ii) Articles of this Agreement.

## ARTICLE 2 AUTHORIZATION AND PURCHASE/RESALE RULES

### 2.1 Authorization

- a) During the Term of this Agreement, HOLOWITS hereby appoints Registered Partner on a non-exclusive, non-transferable and revocable basis as an authorized channel partner to purchase Products and/or Services from Authorized Source and to (i) market and Resell Products to End User, and/or (ii) market and Resell one or more of Services without Added Value to End User, and/or (iii) integrate its certain Added Value into a specific Service as partner-branded service (“Partner -branded Service”) and provide it to End User within the Territory. “Within the Territory” means that End Users must deploy the Products and/or receive the Services within the Territory.
- b) Subject to HOLOWITS’s authorization and HOLOWITS’s then-current channel policies as updated from time to time, Registered Partner may integrate Products and/or Services with its Added Value as a part of the total solution to End Users. In case Registered Partner integrates its certain Added Value into a specific Service and provides Partner-branded Service to End User, Registered Partner shall market Partner-branded Service under its own brand. Under this circumstance, HOLOWITS shall only be liable to Registered Partner for that specific Service. Registered Partner further agrees that End User understands that Registered Partner is providing Partner-branded Service as its own proprietary service, and consequently any obligations and liabilities arising out of Partner-branded Service shall be borne by Registered Partner;
- c) If HOLOWITS and Registered Partner have a Direct Resale Agreement that is in effect on the day Registered Partner submits this Agreement, or if the Parties subsequently execute a Direct Resale Agreement, and such Direct Resale Agreement conflicts with this Agreement, the conflicting terms and conditions of the Direct Resale Agreement shall take precedence for the term in question. If no Direct Resale Agreement exists, this Agreement comprises the complete agreement between the Parties concerning the subject matter herein . This Agreement may only be modified by a written document executed by HOLOWITS and Registered Partner, subject to

[16.1 Amendment](#) below.

- d) Registered Partner agrees to grant HOLOWITS a royalty-free, worldwide, non-exclusive, non-transferable, revocable and limited license to use its Trademark (Logo) or marketing materials, including but not limited to text and audio version of successful story, PPT slides, and case video, in HOLOWITS exhibition halls, open marketing materials, trade fairs, Open Labs, presentation for partners or customers, social medias, HOLOWITS official websites or third party advertising platform, and Partner Trademark (Logo) wall displays during the Term of this Agreement. Registered Partner further agrees to grant HOLOWITS a worldwide right to use its business case in other similar tenders, defend and hold HOLOWITS harmless from, against any and all claims, liabilities etc. for the above mentioned proper use during the Term of this Agreement.

## 2.2 Purchase/Resale Rules

- a) In order to procure Products and/or Services, Registered Partner may be required by Authorized Source to enter into other agreements with such Authorized Source (Sales Agreement). Registered Partner acknowledges and accepts that each Authorized Source is an independent Party with no power to act on behalf of HOLOWITS in any manner. Except to the extent that such agreements expressly identify HOLOWITS as a third party beneficiary of the agreement, such agreement(s) will be considered executed only between Registered Partner and Authorized Source. Registered Partner further acknowledges and accepts that any agreement concluded by Registered Partner and Authorized Source shall not constitute agreement(s) with HOLOWITS. The prices Registered Partner pays for Products and/or Services will be set unilaterally by Authorized Source;
- b) Registered Partner shall not transship, sell or otherwise transfer the Products outside the Territory, nor shall Registered Partner knowingly sell Products to any person or entity that intends to sell the Products outside the Territory. Registered Partner undertakes that itself will not sell, Resell, distribute, solicit orders, market Products and/or Services, engage salespersons, Resell or establish warehouses or other Resale centers outside of the Territory; it also undertakes to prohibit its sub-contractor, agent, End User and employees from doing so.
- c) Registered Partner acknowledges that it is purchasing the Products and/or Services solely for Resale to End Users, in accordance with this Agreement. Registered Partner will not Resell, license, sub-license or distribute Products and/or Services to other Registered Partners of HOLOWITS Products and/or Services, whether or not such other Registered Partners are authorized by HOLOWITS or by any other source to Resell or license Products and/or Services. Notwithstanding the above provisions of this [2.2 Purchase/Resale Rules](#), Registered Partner may Resell Products or Services to any other HOLOWITS-authorized Registered Partner of HOLOWITS Products and/or Services in the Territory, provided that such other Registered Partner is purchasing and using such Products and/or Services strictly as an End User and strictly for its Internal Use in the Territory.
- d) Registered Partner shall not market, solicit orders or Resell any Non-Genuine Products, Unauthorized Products, and/or any second-hand Products without the prior written consent of HOLOWITS;
- e) Registered Partner acknowledges and agrees that it will follow all applicable channel policies released by HOLOWITS and understands that those channel policies are subject to change from time to time.

## ARTICLE 3 OBLIGATIONS AND BENEFITS

### 3.1 Registered Partner's Obligations

Registered Partner acknowledges and agrees:

- a) to provide HOLOWITS, upon request, with sufficient, free and safe access to its facilities, HOLOWITS reserves the right to inspect its services to End User at a mutually convenient time;



- b) that HOLOWITS may require Registered Partner to achieve particular requirements, for example particular specializations, certifications, or training requirements, before permitting any Authorized Source to sell particular Products and/or Services to Registered Partner.
- c) to provide name and address of each End User in the Product purchase order issued to the Authorized Source. Additionally, Registered Partner shall identify the complete name and address of each End User in writing within five (5) days after receiving request from HOLOWITS or the Authorized Source. Registered Partner acknowledges that it's critical to provide adequate End User information to HOLOWITS so that HOLOWITS may provide applicable warranty and/or other service support, and to verify End User's entitlement to same. Registered Partner's failure to timely provide such End User information may entitle HOLOWITS the right to terminate this Agreement prior to its expiration.
- d) to retain records of all transactions and documents of Products and/or Services including but not limited to relevant bidding documents, contracts with Authorized Source, contracts with End User, bill of quotation, configuration list, logistic information, and special price quotation for a period of three (3) years from the closing date of each such transaction and to assist HOLOWITS in tracing and locating Products and/or Services;
- e) to comply with all terms and conditions regarding Software; not to detach Software from Products where they are sold together, and to provide them to End User the same way as Authorized Source provides to Registered Partner;
- f) not to make any commitment beyond what is authorized by HOLOWITS, including but not limited to Products warranties;
- g) to satisfy additional requirements and to enter into supplemental agreements with HOLOWITS if resale and/or sale of Products and/or Services to particular End User with whom HOLOWITS has contracted directly, as applicable;
- h) By submitting the partner registration application and accepting the terms of this Agreement, to authorize the release of its information, including its customer Account Number(s) at the Distributor, and contact information to HOLOWITS and HOLOWITS-authorized third parties, including HOLOWITS Authorized Distributors, to validate Registered Partner's intent and ability to resell and to initiate new partner onboarding, training, and sales engagement. Registered Partner also indemnifies and holds HOLOWITS and its authorized third parties and HOLOWITS Authorized Distributors harmless from any claim or judicial action whatsoever resulting from the use of such information;
- i) to obtain written consent from End Users when collecting network data from End Users and/or HOLOWITS access End User networking remotely, Registered Partner shall pass on such consent to HOLOWITS if seeking for HOLOWITS's technical support, otherwise HOLOWITS has the right to decline its request for said support. Registered Partner further ensure End Users are aware that such information will be transferred to HOLOWITS. Under the authorization, HOLOWITS can directly process the data and/or access the network of the End Users upon written notification to Registered Partner for providing Services each time. Registered Partner hereby warrants to HOLOWITS that (i) it has obtained and maintained all necessary consents to make such authorization; (ii) all the instructions from Registered Partner to HOLOWITS to process the data is in compliance with all of the applicable laws. Registered Partner shall be solely liable for its own failure to comply with the applicable laws and shall indemnify, defend and hold HOLOWITS harmless from, against any and all claims, liabilities, obligations, costs, expenses, penalties, and fines, imposed on HOLOWITS arising out of or relating to its failure to comply with the applicable laws.
- j) it must have at least one physical location within the country in which it is applying for HOLOWITS Partner Registration. The physical location must be Registered Partner's actual business location and not a rented mailbox, a private residence, or a commercial logistics supplier.
- k) to report to HOLOWITS of any suspected defects or safety problems relating to the Products and to assist HOLOWITS in tracing and locating the defective Products;

- l) if a security vulnerability relating to the Products or Services supplied by HOLOWITS is identified, Registered Partner shall use its best endeavors to mitigate the security risks so identified, timely notify HOLOWITS by emailing to [PSIRT@HOLOWITS.com](mailto:PSIRT@HOLOWITS.com) and cooperate in good faith with HOLOWITS to investigate and deal with such security vulnerability. Registered Partner shall not disclose, divulge to any third party or otherwise make public the security vulnerability before the security advisory is officially released by HOLOWITS. Registered Partner shall deliver the security notification and/or security advisory, in connection with the security vulnerability to End Users. For any security incidents, Registered Partner shall cooperate in good faith and take necessary measures to remedy the event in accordance with its responsibilities under this Agreement.
- m) to regularly inform HOLOWITS of any requirements under any Applicable Laws that directly or indirectly affect this Agreement, the use, Resale and/or sale of Products and/or Services, or HOLOWITS's Trademarks or other commercial, industrial or Intellectual Property Rights, including but not limited to, certification or type approval of the Products and/or Services from the proper authorities in the Territory;
- n) to promptly notify HOLOWITS in writing (unless precluded by law or regulation) of any material change or anticipated change in its financial condition, organizational or business structure, or its operating environment, and to provide HOLOWITS and Authorized Source its latest information, including its annual financial statements and auditor's report.
- o) to erase, remove any and all End User's data from the Products and/or parts before such Products and/or parts are returned to HOLOWITS for the purposes of Service activities such as site maintenance, product testing, goods return, parts return, and DOA.
- p) to assist HOLOWITS in obtaining valid consent from End Users when HOLOWITS deems necessary to obtain personal data of End Users to carry out non-marketing activities relating to Service delivery and End User satisfaction.
- q) the delivery scope, content, the responsibilities and obligations of End Users and HOLOWITS during the delivery of Service that HOLOWITS Authorized Source resells. Registered Partner agrees to pass on the preceding information to End Users in an appropriate manner as the case may be.
- r) to cease providing Products and/or Services to End User following indications from HOLOWITS or Distributor in the circumstance that any illegal act or practice, any negative event in the media of End User, or any other event which may cause potential risk to HOLOWITS.
- s) to keep HOLOWITS's products and/or services be consistent in terms of names, categories, and descriptions when reselling the products and/or services to other resellers and/or end users. (The names, categories, and descriptions of HOLOWITS products and/or services shall not be changed without HOLOWITS's permission.)

### 3.2 Registered Partner's Benefits

Subject to Registered Partner's compliance with its obligations under this Agreement, Registered Partner shall be entitled to the benefits from HOLOWITS:

- a) Registered Partner will be certified and granted authorization by HOLOWITS, which can facilitate the Resale and/or sale of Products and/or Services to End User within the Territory;
- b) With HOLOWITS's permission and unified arrangement, Registered Partner may attend training sessions regarding Products and/or Services provided by HOLOWITS;
- c) With HOLOWITS's permission and unified arrangement, Registered Partner may acquire certain extent supports on various marketing activities from HOLOWITS.

## ARTICLE 4 TERM AND TERMINATION

### 4.1 Term

The Agreement which takes effect in the first half of the year will expire upon December 31<sup>st</sup> of the current year, unless terminated earlier pursuant to this Agreement or extended by written agreement at least sixty (60) days prior to the expiration date. Where such extension is agreed, all references to “Term” herein shall be deemed to cover the period of such extension.

The Agreement which takes effect in the second half of the year will expire upon December 31<sup>st</sup> of the next year, unless terminated earlier pursuant to this Agreement or extended by written agreement at least sixty (60) days prior to the expiration date. Where such extension is agreed, all references to “Term” herein shall be deemed to cover the period of such extension.

#### 4.2 Termination

- a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- b) During the Term, HOLOWITS may terminate this Agreement if:
  - (i) upon no less than thirty (30) days prior written notice to Registered Partner;
  - (ii) Registered Partner commits a material BREACH OF AGREEMENT which including but not limited to breach of any provision of ARTICLE 2 AUTHORIZATION AND PURCHASE/RESALE RULES, ARTICLE 3 OBLIGATIONS AND BENEFITS, ARTICLE 5 CONFIDENTIALITY, ARTICLE 6 INTELLECTUAL PROPERTY RIGHTS, ARTICLE 12 EXPORT CONTROL REGULATIONS AND SANCTIONS, ARTICLE 13 FINANCIAL COMPLIANCE, ARTICLE 14 COMPLIANCE WITH LAWS, 16.5 ASSIGNMENT, 16.12 AUDIT;
  - (iii) Registered Partner becomes bankrupt or is the subject of proceedings for liquidation or dissolution or ceases to carry on business or becomes unable to pay its debts as they come due, or, ownership or control of Registered Partner is acquired by a person, firm or company that manufactures or sells (directly or indirectly) products and/or services that compete with the Products and/or Services or there is any other material change in the ownership of Registered Partner that HOLOWITS considers to be detrimental to HOLOWITS’s interests;

#### 4.3 Effect of Termination

- a) Registered Partner shall return to HOLOWITS all Confidential Information supplied by HOLOWITS, shall not make any further use of any of HOLOWITS’s Intellectual Property Rights;
- b) Registered Partner shall cease to represent in any way that it is an authorized Registered Partner of the Products and/or Services, and shall discontinue any benefits from anywhere as HOLOWITS Registered Partner.
- c) HOLOWITS shall discontinue all Registered Partner benefits listed in 3.2 above

### ARTICLE 5 CONFIDENTIALITY

- 5.1 In the event that Registered Partner receives Confidential Information from HOLOWITS, Registered Partner shall protect that Confidential Information using the same degree of care as it uses to protect its own sensitive business information, but not less than a reasonable degree of care, and shall not disclose such information to any third party without HOLOWITS’s prior written consent. Registered Partner shall only use such information in connection with the promotion, Resale and/or sale of Products and/or Services. Except as expressly provided in this Agreement, neither HOLOWITS nor Registered Partner will issue press releases or make other public announcements that identify Registered Partner as an authorized or Registered Partner without the express written consent of the other Party. In addition, Registered Partner shall at no time (nor cause any third party to) take any action, publish or otherwise communicate anything which is or may be detrimental to the business reputation of HOLOWITS.

- 5.2 The Parties agree that, notwithstanding the termination of this Agreement for any reason whatsoever, this [ARTICLE 5](#) and all obligations hereunder shall survive for a period of five (5) years from the date of termination; except in respect of Software and trade secrets under Applicable Laws, where such obligations shall be perpetual.

## ARTICLE 6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 During the Term of this Agreement, Registered Partner received a limited, non-exclusive, revocable license from Authorized Source to Resell to End User located in the Territory all proprietary rights embodied or contained in any Products and/or Services. The Products and/or Services are subject to license terms which impose additional restrictions on the use, copying, or Resale of Software.
- 6.2 Registered Partner acknowledges that, except as provided in [ARTICLE 6.1 above, it](#) shall not copy Software for the benefit of, or Resell any Software to, any other person or entity.
- 6.3 Registered Partner acknowledges and accepts that any and all of the Intellectual Property Rights pertaining to Products, Documentation, Services and/or Software of HOLOWITS are and shall remain the property of HOLOWITS or its licensors. Registered Partner will not during the Term or at any time after the expiration or termination of this Agreement in any way question or dispute the ownership of any such Intellectual Property Rights of HOLOWITS. Registered Partner also acknowledges that Intellectual Property Rights belonging to HOLOWITS or its licensors can only be used in accordance with the Articles of this Agreement.
- 6.4 Registered Partner acknowledges and agrees that Trademarks shall be used in accordance with the terms available at the following URL:  
<https://resources.holowits.com/material/038f668a3cc148bb804d9bb3192e5b47.pdf> (HOLOWITS Trademark Policy) and be subject to the prior written consent of HOLOWITS. HOLOWITS shall be entitled to inspect Products at the premises of Registered Partner in order to confirm full compliance with the terms set forth in this Agreement.
- 6.5 In no event shall Registered Partner modify, reverse engineer, decompile or disassemble Products, Services and/or Software. Registered Partner shall also timely pass on such restriction on use with respect to Products and/or Software to specific reseller and/or the End User prior to or as of the date of sale.
- 6.6 In no event shall Registered Partner obtain, acquire, or otherwise receive the Software from any source other than the Products package, HOLOWITS official website (<https://www.HOLLOWITS.com/>) or from technical support staff of HOLOWITS. Registered Partner shall not embed, and implant any illegal, unauthorized, malicious code or software, and/ or any malware, backdoor, viruses, trojan into the Products and/or Software.
- 6.7 Registered Partner shall not remove, alter, or destroy any form of copyright notice, Trademark, logo, or confidentiality notice provided with any Products and/or Services. Registered Partner shall not copy or Resell any item of Software without HOLOWITS's prior confirmation in writing.
- 6.8 Registered Partner may not knowingly do anything that might in any way materially infringe, impeach or lessen the value of the patents or Trademarks under which any of Products and/or Services are sold and will not do anything that might prejudice the reputation or sale of any Products and/or Services.

## ARTICLE 7 BREACH OF AGREEMENT

- 7.1 Without prejudice to the other provisions of this Agreement, if, as a result of an investigation, HOLOWITS can reasonably substantiate that Registered Partner has breached any rules or obligations under this Agreement, HOLOWITS may adopt such reasonable measures that it deems necessary, including but not limited to (i) abolish all the licenses and authorizations under this Agreement;

and/or (ii) immediately terminate this Agreement; and/or (iii) seek other remedies available at law.

## ARTICLE 8 INDEMNIFICATION

- 8.1 Without prejudice to HOLOWITS's other rights and remedies, Registered Partner agrees to indemnify, defend, hold harmless and to compensate HOLOWITS for any and all disruptions, damages, losses, claims, liabilities, reasonable costs (including legal costs) and reasonable expenses incurred or suffered by HOLOWITS arising out of any claim of infringement or alleged infringement (including the defense of such infringement or alleged infringement) of any third party rights, including but not limited to Intellectual Property Rights, in connection with Registered Partner's conduct under this Agreement.

## ARTICLE 9 LIFECYCLE

### 9.1 HOLOWITS Product Lifecycle

Both parties agrees the product lifecycle regulation under this agreement is subject to the Product End of Life Policy of HOLOWITS, which can refer to the URL address of HOLOWITS official website: <https://www.HOLOWITS.com/warrantyolicy>

- 9.2 HOLOWITS reserves the right to adjust the Lifecycle plan and will inform Distributor of the adjustment if any, and it is agreed by and between both Parties that Distributor shall have the obligation to inform Reseller or End User, where available, of Lifecycle information of HOLOWITS's Products completely and truthfully. Distributor shall be liable for any claim of losses from Reseller or End User, where available, caused by Distributor's failure to completely and truthfully inform Reseller or End User of HOLOWITS's Product Lifecycle information.

### 9.3 Lifecycle For The Third Party Product

With respect to the third party products provided under this Agreement, both Parties agree that HOLOWITS just acts on behalf of the third party to provide related maintenance service that HOLOWITS obtains from the manufacturers, suppliers, subcontractors and/or vendors.

## ARTICLE 10 WARRANTY AND WARRANTY DISCLAIMER

- 10.1 HOLOWITS provides limited warranties of Products for distributor as described in URL Address: <https://www.HOLOWITS.com/warrantyolicy>, HOLOWITS will provide warranty of Products only before End of Service (which means the end of HOLOWITS full service for current Software release).

- 10.2 EXCEPT AS OTHERWISE EXPLICITLY PROVIDED BY LAW, HOLOWITS DOES NOT GUARANTEE THAT THE SOFTWARE INCLUDING BUT NOT LIMITED TO THIRD PARTY SOFTWARE OR OPEN SOURCE SOFTWARE, WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT HOLOWITS WILL CORRECT ALL ERRORS. IN ADDITION, DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, HOLOWITS DOES NOT WARRANT THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

- 10.3 AS TO SOFTWARE ONLY, FOR ANY BREACH OF THE ABOVE WARRANTIES, REGISTERED PARTNER'S EXCLUSIVE REMEDY AND HOLOWITS'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF SOFTWARE ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF HOLOWITS CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, THE REFUND OF THE FEES REGISTERED PARTNER PAID TO HOLOWITS FOR THE SOFTWARE LICENSE.

AS TO PRODUCTS EXCEPT FOR SOFTWARE, FOR ANY BREACH OF THE ABOVE WARRANTIES, REGISTERED PARTNER'S EXCLUSIVE REMEDY AND HOLOWITS'S

---

ENTIRE LIABILITY SHALL BE THE REPAIR OR, AT HOLOWITS'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR, IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF NET BOOK VALUE OF THE DEFECTIVE PRODUCT.

10.4 ANY THIRD PARTY PRODUCT (WHICH IS PROVIDED BY THIRD PARTY (PARTIES) VIA HOLOWITS) SHALL BE ONLY PROVIDED BY HOLOWITS UNDER THE ORIGINAL MANUFACTURER/DEVELOPER'S RELEVANT TERMS AND CONDITIONS OF CYBER SECURITY WARRANTY AS SPECIFIED IN ANNEX X: LIMITED WARRANTY AND DISCLAIMER OF THIRD PARTY PRODUCT (IF ANY). NO ADDITIONAL RIGHT, WARRANTY, INDEMNITY OR SUPPORT IS OFFERED BY HOLOWITS.

10.5 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.6 No warranty will apply to the Products which have been:

- a) modified, altered or adapted without HOLOWITS's written consent (including modification by removal of HOLOWITS serial number tag on the hardware);
- b) maltreated or used in a manner other than in accordance with the relevant documentation;
- c) repaired by any third party without HOLOWITS's prior consent;
- d) improperly installed by any service providers (except HOLOWITS itself), no matter certified by HOLOWITS or not;
- e) relocated to the extent that problems are attributable to such relocation;
- f) used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
- g) purchased from any entity other than Authorized Source;
- h) classified as consumable parts, such as lamps, fans, fuses, batteries, etc;
- i) scratched or other cosmetically damaged that do not affect operation of the Product;
- j) considered that defects or damages are in fact normal and customary wear and tear.

## **ARTICLE 11 LIMITATION OF LIABILITY**

11.1 TO THE EXTENT PERMITTED BY APPLICABLE LAWS, IF REGISTERED PARTNER ORDERED PRODUCTS AND/OR SERVICES THROUGH An AUTHORIZED SOURCE, HOLOWITS'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES THAT REGISTERED PARTNER WOULD HAVE PAID TO HOLOWITS UNDER THIS AGREEMENT HAD REGISTERED PARTNER ORDERED DIRECTLY FROM HOLOWITS FOR THE PAST THREE (3) MONTHS, AND IF SUCH DAMAGES RESULT FROM REGISTERED PARTNER'S RESALE AND/OR SALE OF PRODUCTS AND/OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES THAT REGISTERED PARTNER WOULD HAVE PAID HOLOWITS FOR THE DEFICIENT PRODUCTS AND/OR SERVICES GIVING RISE TO THE LIABILITY HAD REGISTERED PARTNER ORDERED DIRECTLY FROM HOLOWITS. THIS LIMITATION IS CUMULATIVE AND NOT PER-INCIDENT.

11.2 IN NO EVENT SHALL HOLOWITS BE LIABLE TO REGISTERED PARTNER FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, GOODWILL OR ANTICIPATED SAVINGS, OR LOST OR

---

DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF HOLOWITS HAS BEEN ADVISED OF THEIR POSSIBILITY THEREOF.

## **ARTICLE 12 EXPORT CONTROL REGULATIONS AND SANCTIONS**

- 12.1 Registered Partner shall maintain an effective internal compliance program to ensure it and its affiliates to comply with all applicable national and international export control laws and regulations as well as the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by UN and relevant government authorities (for the purposes of this ARTICLE 12 [EXPORT CONTROL REGULATIONS AND SANCTIONS], collectively “Export Control Laws and Sanctions”).
- 12.2 Registered Partner shall ensure that Products and/or Services will not directly or indirectly be resold, exported, re-exported or transferred to any person and/or entity prohibited or restricted by the Export Control Laws and Sanctions in violation of same or to any person and/or entity located in Cuba, Iran, the Republic of the Sudan, Syria, and North Korea.
- 12.3 Registered Partner shall ensure that all Products and/or Services shall be used for civilian end-use. Registered Partner further certifies and ensures that the Products and/or Services shall not, directly or indirectly, be used, transferred and/or resold to, or made available, for any military end-use or any other end-use prohibited or restricted by the Export Control Laws and Sanctions, including without limitation use of nuclear, biological or chemical weapons, missiles or weapons of mass destruction, use of supporting terrorism or any other military end-use, or any other end-use related to human right abuse or human rights violations.
- 12.4 If HOLOWITS deems necessary, HOLOWITS may audit Registered Partner’s practices in compliance with this ARTICLE 12 [EXPORT CONTROL REGULATIONS AND SANCTIONS] and such audit will be conducted in accordance with ARTICLE 16.12 [AUDIT].
- 12.5 Registered Partner’s any incompliance with this ARTICLE 12 [EXPORT CONTROL REGULATIONS AND SANCTIONS] shall be construed as a material breach of this Agreement. HOLOWITS reserves the right to require Registered Partner to immediately cease providing Products and/or Services to specific reseller and/or End User when HOLOWITS evaluates that continuing such transaction might expose HOLOWITS to potential risks under the Export Control Laws and Sanctions.

## **ARTICLE 13 FINANCIAL COMPLIANCE**

- 13.1 Registered Partner represents that it has not taken and will not take any action in connection with this Agreement, including the failure to take a necessary action, that would cause this Agreement or the performance of this Agreement by either party to violate any applicable economic sanctions, regulations, embargoes or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union and/or any other relevant governmental institution, agency or authority ("Sanctions") and/or any applicable anti-money laundering and counter terrorist financing laws (AML & CTF Laws).
- 13.2 Registered Partner further represents that it has not involved and will not involve any person, bank or other entity, vessel or aircraft in dealings or transactions relating to this Agreement that might violate Sanctions which prohibit the involvement of US/EU persons or US/EU financial system in transactions under the Agreement or expose HOLOWITS to designation risk under any Sanctions.

## **ARTICLE 14 COMPLIANCE WITH LAWS**

- 14.1 In connection with the purchasing, Resale and/or sale of Products and/or Services, or otherwise in carrying out its obligations and responsibilities under this Agreement, Registered Partner represents

and warrants the following:

- a) Registered Partner shall comply with all country, federal, state and local laws, ordinances, codes, regulations, rules, policies, licensing requirements, regulations and procedures, including, without limitation, such laws and regulations related to recycling or take-back programs for packaging, Resale and/or sale of Products and/or Services, the use of Products and/or Services under telecommunications laws/regulations, protecting personal data and privacy, ensuring freedom of communication, safeguarding cyber security and all applicable anti-corruption laws (collectively, the “Applicable Laws”), in performing its obligations, receiving, reselling, distributing, transferring and/or otherwise providing Products and/or Services to End User under this Agreement;
- b) Registered Partner shall be solely and exclusively responsible for effecting or securing at its own cost all necessary government approvals, authorizations, permits, licenses and registrations (collectively, the “Consents”) required by all Applicable Laws in connection with the execution or performance of this Agreement including without limitation, the purchase, import, Resale and/or sale of HOLOWITS Products and/or Services in the Territory, accessing, processing and/or transferring any End User’s data, and providing HOLOWITS with copies thereof upon HOLOWITS’s request; Registered Partner shall purchase, import, resell and/or sell the Products and/or Services in or to the Territory only if allowed by, and in compliance with, all Applicable Laws as well as this Agreement. Without limitation to the generality of the foregoing such Consents shall be obtained from users, governmental and regulatory bodies; and shall not violate any Applicable Laws, End User’s privacy/personal data and any other policies or agreements it may have with End Users. Registered Partner acknowledges that HOLOWITS is relying on its compliance with the Applicable Laws to legally provide the Products and Services and no provisions in this Agreement shall cause or be construed to cause HOLOWITS to violate any Applicable Laws;
- c) Registered Partner hereby explicitly authorize HOLOWITS to process the data provided by it and/or access the network of the End Users if necessary to provide Services during the term of the Agreement. Registered Partner hereby warrants to HOLOWITS that (i) it has obtained and maintained all necessary Consent to make such authorization; (ii) all the instructions from Registered Partner to HOLOWITS are in compliance with all of the Applicable Laws. Registered Partner shall be solely liable for its own failure to comply with the Applicable Laws and indemnify, defend and hold HOLOWITS harmless from, against any and all claims, liabilities, obligations, costs, expenses, penalties and fines, imposed to HOLOWITS arising out of or relating to Registered Partner’s failure to comply with the Applicable Laws.
- d) all information and data Registered Partner provides to HOLOWITS prior to or following the signing of this Agreement are true, complete and correct in all material respects and are not misleading, and shall be transferred to HOLOWITS strictly in accordance with all Applicable Laws.
- e) Registered Partner shall not take any action or permit or authorize any action which may render HOLOWITS in violation of Applicable Laws;
- f) Registered Partner shall not use money or other consideration paid by HOLOWITS for any unlawful purposes, including any purposes in violation of Applicable Laws, such as direct or indirect payments for the purpose of assisting HOLOWITS in obtaining or retaining business with any government officials (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or of any public international organization, such as the United Nations or World Bank, or any person acting in any official capacity for or on behalf of such government, public enterprise or state-owned business), political parties or party officials, candidates for political office, or any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations;
- g) Registered Partner has not offered to pay, nor has indirectly paid any political contribution to any person or entity on behalf of HOLOWITS;
- h) Registered Partner has not been listed by any government or public agency (such as the United



Nations or World Bank) as debarred, suspended, or proposed for suspension or debarment or otherwise ineligible for government procurement programs;

- i) In no event shall HOLOWITS be obligated under this Agreement to take any action or omit to take any action that HOLOWITS believes, in good faith, would cause it to be in violation of any laws of the Territory identified in this Agreement or the Applicable Laws.
- j) Registered Partner shall explicitly authorize HOLOWITS and its Affiliates, employees, agents, advisors, or subcontractors who have a need to know to store, use and transfer any Business Contact Information wherever they do business, in connection with any product and/or service of HOLOWITS or in furtherance of the business relationship of both Parties, for the purpose of marketing, reselling, distributing, transferring or delivering the Products and/or Services in compliance with the Applicable Laws, especially including, without limitation, the data privacy protection laws and regulations. Registered Partner further warrants to HOLOWITS that it will obtain any necessary Consent in advance so that HOLOWITS can store, use and transfer the Business Contact Information for the intended purpose in compliance with all Applicable Laws if the Business Contact Information includes any personal data. For the purpose of this Article, the Business Contact Information including without limitation to, the business contact information of both Parties, the Distributor, resellers, End Users, and/or any third parties who are interested in the Products and/or Services of HOLOWITS;
- k) Registered Partner shall take all appropriate technological, physical and organizational security measures required to protect any Business Contact Information provided by HOLOWITS for the above-mentioned purpose. Registered Partner shall use such Business Contact Information as strictly necessary for the performance of its obligations under Agreement or as otherwise directed in writing by HOLOWITS.

14.2 Notwithstanding any other provision in this Agreement, HOLOWITS may terminate this Agreement immediately upon written notice if Registered Partner breaches any of the representations and warranties set forth in this [ARTICLE 14](#). Registered Partner shall indemnify and hold harmless HOLOWITS for any violation by Registered Partner of any Applicable Laws.

## ARTICLE 15 GOVERNING LAW AND DISPUTES RESOLUTION

15.1 This Agreement shall be governed by and construed in accordance with the substantive law of Hong Kong without referring to its conflict rules.

15.2 Subject to [ARTICLE 15](#), all disputes, controversies or claims arising out of or in connection with or in relation to this Agreement of its negotiation, performance, breach, existence or validity, whether contractual or tortious, shall be submitted to the Hong Kong International Arbitration Center (HKIAC) for arbitration, in accordance with the Uncitral Arbitration Rules as in force at the Effective Date of this Agreement. The place of the arbitration proceedings shall be Hong Kong. The arbitration proceedings shall be conducted in the English language. There shall be three (3) arbitrators, one appointed by HOLOWITS, one appointed by Registered Partner and one appointed by the HKIAC. The award of the arbitration shall be final and binding upon the Parties hereto. The arbitration fee shall be borne by the losing Party.

15.3 Either Party may seek from a court with competent jurisdiction any provisional remedy that may be necessary to protect that Party's Intellectual Property Rights, including Confidential Information. Notwithstanding the preceding, the final right of determination of any provisional remedy granted and the dispute shall be resolved and decided in accordance with [ARTICLE 15.2](#)

15.4 During course of arbitration, both Parties shall continue to perform their respective contractual obligations under this Agreement pending the finalizations of the arbitration or determination by the court, save and except obligations under dispute that are referred to arbitration or the court.

## ARTICLE 16 MISCELLANEOUS

- 16.1 Amendment. Except as otherwise provided for in this Agreement, no provision of this Agreement shall be deemed waived, amended, or modified by either Party unless such waiver, amendment or modification is in writing and signed by the Party against whom it is sought to be enforced. All amendments to this Agreement shall be integral parts of this Agreement.
- 16.2 URLs. Registered Partner hereby confirms that it has the ability to access, has accessed, has read and agreed to, the information made available by HOLOWITS at all of the world wide web sites/URLs/addresses/pages referred to anywhere throughout this Agreement. Registered Partner acknowledges that HOLOWITS may modify any URL address or terminate the availability of any information at any address without notice to Registered Partner.
- 16.3 Waiver and Accumulation of Remedies. Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given. Any failure to exercise, or any delay in exercising, a right or remedy by either Party shall not constitute a waiver of that right or remedy, or of any other rights or remedies. The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedies provided at law, in equity or otherwise under this Agreement.
- 16.4 Severability. In the event any provision (or part of a provision) of this Agreement is held to be unenforceable under Applicable Laws or the laws of the Territory, this Agreement shall be construed as if said unenforceable provision (or part thereof) had not been contained herein; such unenforceability shall not affect any other provision of this Agreement; and the Parties shall negotiate in good faith to replace the unenforceable provision (or part thereof) with a provision carrying similar commercial effect.
- 16.5 Assignment. This Agreement may not be assigned by Registered Partner without HOLOWITS's prior written consent and any attempted assignment, delegation or transfer shall be void. Subject to the foregoing restriction, this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- 16.6 Relationship of the Parties. The rights of each Party under this Agreement are not intended to be exclusive in any manner, except as specifically set forth herein. The Parties hereunder shall perform activities hereunder only as independent contractors and neither Party shall be, nor represent itself to be, a joint venture, partner, broker, employee, agent or legal representative of the other for any purpose whatsoever. Notwithstanding the use of the term "Partner" in this Agreement, the Parties do not intend to create any legal relationship of partnership between them. Further, nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind on the other Party's behalf, implied or otherwise, without prior review and written agreement.
- 16.7 Languages. The definitive text of this Agreement shall be written and construed in English language, and all communications between the Parties in the course of the present Agreement shall be made in English. The aforesaid communication includes, but is not limited to, training, drawings, specifications and other technical information provided to Registered Partner by HOLOWITS. If necessary, other languages are translations for convenient interpretation purpose only. If there is any conflict between the original English language and other languages, to the extent permitted by law, the English language shall prevail.
- 16.8 Survival of Provisions. In this Agreement, any Article that is expressed to survive termination or expiry of this Agreement shall survive accordingly.
- 16.9 Entire Agreement. This Agreement comprises the entire agreement between the Parties hereto concerning the subject matter herein and replaces any prior or written communications between the Parties, all of which are excluded.
- 16.10 Announcements. Neither Party shall without the written consent of the other, issue any press release or make any public announcement with respect to this Agreement and the transactions

contemplated hereby, except as may be required (or made advisable, in the opinion of such Party's counsel) by governmental rule (including applicable stock exchange rules and regulations) and, if so required such Party shall give the other Party a reasonable opportunity to comment thereof. Notwithstanding the foregoing, HOLOWITS may, at its sole discretion and without prior written approval, identify the Registered Partner on HOLOWITS Website as an Registered Partner and publicize the Registered Partner's contact information.

16.11 **Audit.** HOLOWITS reserves the right to audit the Registered Partner's records, documents and locations which are not limited to those as required at Article [3.1](#) on giving five (5) Business Days' prior written notice as reasonably necessary for the specific purpose of ascertaining the Registered Partner's compliance with this Agreement. Registered Partner shall make these records and documents available for audit by HOLOWITS. Such audit will be carried out at HOLOWITS's expense and during Register Partner's normal business hours. Any information provided during any such audit shall be subject to the confidentiality provisions of this Agreement. Register Partner agrees to cooperate with HOLOWITS's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Register Partner's normal business operations. Register Partner agrees to pay within thirty (30) days of written notification any compensation and to adopt remedies applicable to Register Partner's non-compliance under this Agreement. If Register Partner does not pay or act, HOLOWITS can terminate this Agreement. Register Partner agrees that HOLOWITS shall not be responsible for any of Register Partner's costs incurred in cooperating with the audit.

16.12 **Notice.** All notices required to be given by one Party to the other Party shall be given in writing and delivered personally or transmitted by registered or certified post to the address shown below or by telex or facsimile (as such details may be amended from time to time in accordance with this [ARTICLE 16](#)), with correct answerback received, return receipt requested and postage prepaid and shall be effective upon receipt (if delivered personally), five [5] Business Days after posting (if sent by post), or once a transmission report is received (if sent by telex or facsimile):

## **HOLOWITS**

E-mail: [holowits@holowits.com](mailto:holowits@holowits.com)

Address: [6 TEMASEK BOULEVARD #29-00 SUNTEC TOWER

FOUR SINGAPORE] Phone Number: [(+65) 800 852 8205]

WOLE OSINUPEBI ENGINEERS LTD

E-mail: [info@woel.com.ng](mailto:info@woel.com.ng)

Address: 18, SALAMI SAIBU STREET PEDRO, SOMOLU, LAGOS, NIGERIA


Phone Number: 08035555591

IN WITNESS WHEREOF, this Agreement has been duly signed by the Parties hereto, in duplicate, each of which will be deemed to be an original, on the day written above.

**HOLOWITS:**

**REGISTERED PARTNER:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Wole Osinupebi  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Engr.  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
22nd November 2023  
\_\_\_\_\_  
Date

---

**Attachment A to the Indirect Channel Partner Agreement**

**HOLLOWITS Services Partner Agreement**

The HOLLOWITS Services Partner Agreement(HSPA) is an attachment (Attachment) that supplements the Agreement for Registered Partner which desires to be certified as HOLLOWITS's Certified Service Partner(CSP). Registered Partner which desires not to be certified as HOLLOWITS's CSP will not be bound by this Attachment. All terms and conditions of the Agreement apply to this Attachment, provided that, to the extent that there is a conflict between the Agreement and this Attachment, the terms of this Attachment shall take precedence over the terms and conditions of the Agreement with regard to the subject matter described herein.

**ARTICLE 1. DEFINITIONS**

**Affiliate(s)** means any corporation, company or other business entity that directly or indirectly controls or is controlled by or under the common control with a Party. For this purpose 'control' means the direct or indirect ownership of in aggregate fifty percent or more of voting capital.

**Co-care** shall mean HOLLOWITS maintenance services solutions which are designed for Certified Service Partner (CSP) to obtain HOLLOWITS's technical support (level 3 technical support and spare parts). These services solutions shall be integrated with CSP's own value-added service (on-site technical support, equipment health check, etc.) to constitute CSP-branded technical support services to the End User.

**Certified Service Partner** ("CSP") shall mean a legal entity who is with sufficient ability and resources to meet HOLLOWITS business, has passed HOLLOWITS partner certification or renewal procedure and been authorized as HOLLOWITS certified service partner, providing Services directly to End User. A CSP shall comply with any and all applicable requirements of HOLLOWITS, such as service regulations, processes and tools requirements, and End User satisfaction management requirements, as well as the requirement of using HOLLOWITS IT platforms that related to technical and CSP certification, technical delivery and maintenance, and End User's satisfaction management.

**Powered Services** shall mean HOLLOWITS professional service series which are designed for CSP to obtain HOLLOWITS's technical advice during the service delivery period. These service series shall be integrated into CSP-branded services to End User with CSP's own value-added service.

**Territory** means the country or countries in which HOLLOWITS has made the Attachment available to Registered Partner.

**ARTICLE 2. AUTHORIZATION AND RESALE RULES**

- 2.1 Upon issuance of the notice about Registered Partner's completion of CSP certification. HOLLOWITS thereby appoints CSP on a non-exclusive, revocable basis to purchase Services from Authorized Sources, and resell them to End Users in the Territory.
- 2.2 CSP agrees not to solicit Services orders, engage salespersons or resell Services outside of the Territory.
- 2.3 CSP is only authorized to market, solicit orders or resell Services under this Attachment for Products only on those technologies where CSP has achieved such HOLLOWITS designated specializations or certifications as specified in the eligibility portion of the *HOLLOWITS Enterprise Service \_ HOLLOWITS Service Certification Program*. Additionally, CSP understands and acknowledges that HOLLOWITS may from time to time require HOLLOWITS's CSP certification as a pre-requisite to the Registered Partner being certificated as meeting the requirements to support certain technologies or Products.
- 2.4 Notwithstanding any other provisions in this Agreement, HOLLOWITS reserves the right to make adjustment to the Services set forth in <https://www.hollowits.com/home> from time to time following a prior notice.
- 2.5 In case that Registered Partner will be or is currently certified as a HOLLOWITS's CSP, the Service

types it may sell and/or Resell, the certification level, etc. shall be subject to the final status (authorized Service partner type, star level, etc.) that HOLOWITS grants to it. CSP may integrate the collaboration Service that HOLOWITS provides to partners and/or the Service that HOLOWITS authorizes partners to deliver by themselves with its Added Value as partner-branded service ("Partner-branded Service") and provide it to End Users; nevertheless CSP shall market such Partner-branded Service under its own brand. Under this circumstance, HOLOWITS shall only be liable to CSP for the specific Service provided by HOLOWITS. CSP further agrees that End User understands that CSP is providing Partner-branded Service as its own proprietary services, and consequently any obligations and liabilities arising out of Partner-branded Service shall be borne by CSP. HOLOWITS reserves the right to take any and all management measures as it deems appropriate and necessary to CSP (see Article 7.1 in the main Agreement). In regards of specific CSP Services, Registered Partner further agrees and acknowledges that:

- i) the Powered Services and/or Co-Care Services Delivery CSP ("the Delivery CSP") which is selected in HOLOWITS service menu has the obligation to deliver its branded services directly to End User and is entitled to obtain technical support from HOLOWITS in accordance with specific service scopes. For the avoidance of doubt, the expiration or termination of the Delivery CSP's certification shall not affect the aforesaid obligation or entitlement.
- ii) The Delivery CSP shall provide its service delivery program to End User before service commencement, which includes but not limits to service hotline, delivery scope, and SLA. The Delivery CSP is suggested to record, manage service requests, encourage engineers to be certified by HOLOWITS, and sign relevant onsite service reports. Delivery CSP shall follow service norms released by HOLOWITS in project delivery process.
- iii) The Delivery CSP shall provide and maintain its valid service contact information to End User timely on HOLOWITS Partner Portal, such contact information includes but not limits to service hotline, after-sales email, and service key contacts that it shall provide to End User for the delivery of Partner-branded Service.
- iv) HOLOWITS will notify the End User to contact Delivery CSP and Delivery CSP is liable to provide relevant technical support on the condition that End User contact HOLOWITS for Co-care Service directly. HOLOWITS reserves the right to execute the End User satisfaction survey for such services.

If CSP ceases providing Service to End User prior to the expiry of the validity period of its Partner-branded Service, or an End User files a complaint against CSP and requires service suspension,

(a) CSP is obliged to transfer the responsibility for Service. CSP may purchase original Service of HOLOWITS and let HOLOWITS directly provide Service, or transfer the responsibility for Service to other HOLOWITS CSP. CSP shall assume any and all Service cost incurred from such responsibility transfer, and transfer pertinent documents, information, and tools as per HOLOWITS's requirements. HOLOWITS has the right to decide whether to transfer the specific Service to other HOLOWITS CSP;

(b) If CSP does not or fails to transfer such responsibility, HOLOWITS has the right to negotiate with End User who will decide to purchase the original Service of HOLOWITS or Service provided by other HOLOWITS CSP. CSP shall assume any and all Service cost incurred from such responsibility transfer, and transfer pertinent documents, information, and tools as per HOLOWITS's requirements. HOLOWITS has the right to decide whether to transfer the specific Service to other HOLOWITS CSP;

(c) HOLOWITS reserves the right to take any and all management measures as it deems appropriate and necessary to CSP (see Article 7.1 in the main Agreement).

HOLOWITS reserves the right to take any and all management measures as it deems appropriate and necessary to CSP in the event that End Users complain about the Service quality of CSP (see Article 7.1 in main Agreement).

- 2.6 For Products outside the period of limited warranty provided in Products manuals, CSP may not purchase or resell any Services unless getting written confirmations from HOLOWITS or a HOLOWITS certified technical support center to certify that those Products were originally bought from HOLOWITS and/or its Affiliates, in good condition and satisfying the basic standards. HOLOWITS reserves the right to charge for expenses and costs incurred as a result of on-site inspection or examination.
- 2.7 The Services shall not be available for Products that are End of Service.

### ARTICLE 3. OBLIGATIONS.

- 3.1. Registered Partner has read, understood, and agrees to comply with *HOLOWITS Enterprise Service - HOLOWITS Service Certification Program*, which is incorporated herein by reference and may be updated from time to time by HOLOWITS in its sole discretion. Registered Partner must comply at all times with requirements of particular Services, Program Guide, and Additional Program Documentation in order to achieve and retain the benefits of the Program, including any associated rebates.
- 3.2. Prior to accepting a purchase order from an End User for Services provided by HOLOWITS directly to End User, Registered Partner shall refer the End User to [www.hollowits.com](http://www.hollowits.com), where the relevant Service Description are posted, or provide a current copy of such documents to End User and ensure that End User understands HOLOWITS's obligations, and responsibilities under the applicable Service Description.
- 3.3. to cease providing Products and/or Services to other specific Registered Partner following indications from HOLOWITS;
- 3.4. to provide warranty information (especially for warranty disclaimer) to End Users;
- 3.5. to provide sufficient conditions and reasonable assistance to ensure timely delivery, including a permission from End User to allow HOLOWITS to provide Services under each PO;

### ARTICLE 4. TERM AND TERMINATION

#### 4.1. Term

In addition to all rights and remedies which it may have under the Agreement, HOLOWITS may terminate or suspend its performance in respect of some or all Products covered under this Attachment, whether or not Products were purchased prior to or subsequent to the Effective Date, immediately upon Notice if (i) CSP fails to meet the certification standard of CSP (ii) if Registered Partner breaches the provisions of [ARTICLE 2 AUTHORIZATION AND RESALE RULES, ARTICLE 3 OBLIGATIONS.](#), and/or any of the material provisions of this Attachment and fails to remedy such breach within thirty (30) days after written notification by HOLOWITS to CSP of such breach; (iii) the Agreement terminates.

#### 4.2. Termination

4.2.1 In the event that HOLOWITS's obligations to Registered Partner under this Attachment with respect to support of Product for which payment was made prior to the expiration of the term as set forth in this Section extend beyond the term as applicable, and provided that Registered Partner complies with the terms of the Agreement and its obligations in this Attachment, HOLOWITS will provide support to Registered Partner for the term of support specified in the purchase order issue to HOLOWITS by Authorized Source provided that the maximum period of support shall not exceed three (3) years from the date of such purchase order.

- a) This Attachment may be terminated at any time by the mutual written agreement of the Parties;
- b) HOLOWITS may terminate this Attachment at any time, in its sole discretion, without cause upon giving thirty (30) days prior written notice to Registered Partner.

4.2.2 In case the Registered Partner will be or has been concurrently certified as a HOLOWITS CSP, Registered Partner understands and acknowledges that it may be required to pass HOLOWITS's CSP

certification from time to time as a pre-requisite to support certain technologies or Products, and it shall accept End User satisfaction survey and Service quality inspection conducted by HOLOWITS. HOLOWITS may terminate this Agreement immediately upon notice if Registered Partner fails to meet the certification standards and requirements of CSP.

**ARTICLE 5. MISCELLANEOUS**

- 5.1 Third Party Services. HOLOWITS reserves the right to subcontract the provision of all or part of the Services to a third party.
- 5.2 Disclosure of Contract Information. Registered Partner acknowledges and agrees that in no event shall any of the information contained in this Agreement or Registered Partner's service contract number(s) or HOLOWITS.com access information be disclosed to any third party. Such information shall be considered Confidential Information under the Agreement.
- 5.3 Entitlement. Registered Partner acknowledges that HOLOWITS has the right to verify an End User's entitlement to receipt of Services, and that End User is entitled to receive support services only on Product for which Registered Partner has paid the applicable license and support fees to HOLOWITS. Registered Partner agrees to assist HOLOWITS with enforcement of End User entitlement as necessary, including, without limitation, providing serial number(s) to HOLOWITS and enabling HOLOWITS to undertake inventory review(s).