

This agreement ("**Agreement**") is made and entered into as of the Effective Date, between ST. URIEL and the Company. ST. URIEL and the Company are each referred to as a "**Party**" and collectively as the "**Parties**" throughout this Agreement.

IT IS AGREED AS FOLLOWS:

**1 DEFINITIONS**

<p><b>"ST. URIEL"</b></p>	<p>Name: <b>ST. URIEL EDUCATION PTE. LTD.</b> a company duly incorporated under the laws of Singapore.</p> <p>Registration Number: <b>201907525D</b></p> <p>Email: <b>contact@sturiel.com</b></p> <p>Website: <a href="http://www.sturiel.com">www.sturiel.com</a></p>
<p><b>"ST. URIEL Products &amp; Services"</b></p>	<ol style="list-style-type: none"> <li>1. STREAM (Science Technology Robotics Engineering Arts Maths) curriculum and training</li> <li>2. St. Uriel Classroom (Learning Management System)</li> <li>3. St. Uriel SXP (Student eXchange Platform)</li> <li>4. YCT, HSK, CTC SOL Chinese curriculum and training</li> <li>5. Chinese for businesses</li> <li>6. Student Exchange Programmes</li> <li>7. University &amp; School Enrolment services</li> <li>8. Metaverse Tours &amp; Experiences</li> </ol>
<p><b>"Distributed Products"</b></p>	<p>St. Uriel and its holding company, EDU Biotech Pte. Ltd., are authorized distributors of the following Suppliers' products:</p> <ol style="list-style-type: none"> <li>1. <b>COEX</b> - AI &amp; Programmable Education &amp; Industrial Drones (<a href="https://coex.tech/">https://coex.tech/</a>) - official drone for World Skills drone competition</li> <li>2. <b>Blackview</b> - Outdoor and Ruggedized Smart Devices (<a href="https://www.blackview.hk">https://www.blackview.hk</a>) - #1 rugged smart device manufacturer</li> <li>3. <b>Varwin</b> - Reality Management System, remote collaborative content development tools and SDK (<a href="https://varwin.com/">https://varwin.com/</a>)</li> <li>4. <b>Pimax VR</b> - Educational VR hardware, software and content (<a href="https://www.pimax.com/">https://www.pimax.com/</a>)</li> <li>5. <b>Cagebot</b> - STEM Robots and Makers' kits (<a href="https://www.cagebot.com/">https://www.cagebot.com/</a>)</li> <li>6. <b>Sphero</b> - Robots, IOT, Sensors &amp; Coding kits (<a href="https://www.sphero.com/">https://www.sphero.com/</a>)</li> <li>7. <b>3Doodler</b> - 3D Pens, accessories and lesson plans (<a href="https://intl.the3doodler.com/">https://intl.the3doodler.com/</a>) - the inventor of 3D Pens</li> </ol>

	<p>8. <b>Myriwell</b> - 3D Printers, 3D Printer Pens &amp; accessories (<a href="http://www.myriwell.com/">http://www.myriwell.com/</a>)</p> <p>9. <b>Bi.Zone</b> - Cybersecurity Training, Products &amp; Services (<a href="https://sturiel.com/cybersecurity-training-bi-zone/">https://sturiel.com/cybersecurity-training-bi-zone/</a>) - co-founder of Cyber Polygon with World Economic Forum and Interpol</p> <p>10. <b>Thymio</b> - Education robot that teaches multiple programming languages - VPL, VPL3, Blockly, Scratch, Aseba, Python (<a href="https://www.thymio.org/">https://www.thymio.org/</a>)</p> <p>11. <b>Shiyintech</b> - 3D Food Printer that can print with Chocolate, Cheese, Peanut Butter, Biscuit, Creamy Candy, Mashed Potato, Purple Sweet Potato (<a href="http://www.shiyintech.com/">http://www.shiyintech.com/</a>)</p> <p>12. <b>StudioCOIN</b> - Interactive VR/AR games and experiences for teams and individuals (<a href="http://www.forumvr.co.kr">http://www.forumvr.co.kr</a>)</p> <p>13. <b>Taptilo</b> – visual and large tactual braille learning for the visually impaired students (<a href="https://www.taptilo.com/">https://www.taptilo.com/</a>)</p>
<b>"Products &amp; Services"</b>	Refers to "ST. URIEL Products & Services" and "ST. URIEL Distributed Products" collectively.
<b>"Partner"</b>	Refers to the Company or Individual who has read, agreed to the terms and conditions, and submitted the Partner Registration form on the St. Uriel website: <a href="http://sturiel.com/partner/">http://sturiel.com/partner/</a>
<b>"Application"</b>	<p>Refers to the submission of the Partner Registration Form. The Application shall mean that the Partner has read and agreed to all the terms and conditions contained herein.</p> <p>However, the agreement is only valid if an Approval Notification is sent to Partner by ST. URIEL.</p>
<b>"Territory"</b>	Refers to the area in which Partner is selling, using or offering St. Uriel Products & Services and / or St. Uriel Distributed Products. Territory is assigned to Partner in writing by St. Uriel.
<b>"Partnership Level"</b>	Refers to the type of partnership the Partner has signed up for – eg. Value Added Reseller, Authorized Training Centre, School etc. Each Partnership Level enjoys different benefits of partnership as set forth below.
<b>"Value Added Reseller (VAR)"</b>	Refers to companies or individuals who are certified by and committed to terms and conditions of resellership of St. Uriel. They are approved and authorized by St. Uriel Education to sell

	to schools, authorized training centres (ATC), and end user (parents, students) within the Territory.
<b>"School"</b>	Schools are registered entities licensed and regulated by the respective Ministry of Education (MOE) in China, Singapore and Thailand.
<b>"Authorized Training Centre (ATC)"</b>	Refers to registered entities approved by local laws to operate as training centres and additionally has been certified by and committed to terms and conditions of St. Uriel Education.
<b>"End User"</b>	Refers to individuals purchasing Products & Services at Retail Prices (for end users – eg. parents, students).
<b>"Customers"</b>	Refers to those who purchase Products & Services.
<b>"Registered Lead"</b>	Refers to potential Customers identified by Partner, which has not yet been serviced by other Partners. St. URIEL shall "fence-up" the Registered Lead in order that Partner may develop the opportunity to turn them into Customers.
<b>"Pricing"</b>	Channel pricing for the Products & Services, for Partners of different levels will be provided to the Partner depending on the level at which they have registered and approved for.
<b>"Territory"</b>	Refers to the area in which Partner is offering St. Uriel Products & Services and / or St. Uriel Distributed Products. Territory is assigned to Partner in writing by St. Uriel.
<b>"Commitment Levels"</b>	Refers to the commitment by Partner to ST. URIEL in terms of business development and sales. The commitment shall be discussed and agreed upon mutually, taking into consideration the Territory desired by the Partner.
<b>"Approval"</b>	<p>Upon submitting the application, ST. URIEL shall review the application details, and discuss with Partner on commitment levels. When both parties agree, ST. URIEL shall send an approval notification via email to the Partner, along with any agreed commitment levels not specified herein.</p> <p>The approval notification shall be considered an integral part of this agreement. Without this approval notification, there is no agreement between the Parties.</p>
<b>"Effective Date"</b>	Refers to the commencement date of agreement as established by the date of Approval.

## 2 APPOINTMENT

- 2.1 Subject to Partner's compliance with the terms of this Agreement, ST. URIEL appoints Partner as a non-exclusive, authorized Partner of the Products & Services

to Customers located within the territory identified in the Approval Notification (the "Territory"), and Partner accepts such appointment.

- 2.2 Nothing in this Agreement shall be interpreted to limit ST. URIEL's rights to sell, market or distribute Products & Services in any way, including the right to make direct sales and to appoint other dealers, Partners, licensees or agents in any location.
- 2.3 **Limitations.** Partner shall not rent, lease or otherwise provide temporary access to any Products & Services without ST. URIEL's prior written approval. ST. URIEL, in its sole discretion, may add or discontinue availability of Products & Services, modify the Products & Services, change the level of ST. URIEL support for the Products & Services, or modify the terms and conditions of this agreement at any time. This Agreement is expressly limited to the terms of this Agreement, including the Approval Notification and the quantities and Products & Services identified in the applicable Partner purchase order. The terms of this Agreement prevail over, and ST. URIEL hereby rejects, any terms or conditions contained in any other documentation related to the subject matter of this Agreement and expressly exclude any of Partner's general terms and conditions contained in any Purchase Order or other document issued by Partner.
- 2.4 **Authorized Sales Channels.** For the purposes of this Agreement, Approved Customers include schools, school suppliers, training centres, educational product stores, and second and third tier educational resellers. Partner shall only resell Products & Services to (i) Approved Customers and Partners authorized by ST. URIEL ("Authorized Partners") located and taking delivery of Products & Services within the Authorized Territory. Partner shall ensure that any prospective customer is duly authorized by ST. URIEL prior to reselling any Products & Services to that prospective customer. Partner shall obtain confirmation from ST. URIEL of the status of any party, as required.

3 **RESPONSIBILITIES**

3.1 **ST. URIEL RESPONSIBILITIES**

<b>Partner Level</b>	<b>Commitment Level from ST.URIEL</b>
Schools	School discounts, warranty support for Distributed Products
Authorized Training Centres (ATC)	ATC discounts, partner support, warranty support for Distributed Products, trainer and student certification programmes.  Virtual classroom (VC) may be provided if ATC achieves a pre-agreed commitment level, a minimum number of students (MOS) to be registered with ST. URIEL classroom. The MOS and access to VC shall be confirmed via the Approval Notification.
Value Added Reseller (VAR)	VAR discounts (best discounts), partner support, territorial sales opportunities, sales leads, sales management system,

	warranty support for Distributed Products, virtual classroom, trainer and student certification programmes.
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### 3.2 PARTNER RESPONSIBILITIES

Partner Level	Commitment Level from Partner
Schools	Utilize ST. URIEL Products & Services for curriculum or enrichment programmes.
Authorized Training Centres (ATC)	Utilize ST. URIEL Products & Services for curriculum or enrichment programmes, have at least one qualified trainer to be certified by ST. URIEL, and a minimum number of students (MOS) to be registered and certified with ST. URIEL virtual classroom. ATC is welcome to expand their Territory if they are able to achieve higher commitment levels after the first year of agreement.
Value Added Resellers (VARs)	Actively promote and develop sales channels for ST. URIEL Products & Services, have at least one qualified trainer to be certified by ST. URIEL, and a minimum number of students (MOS) to be registered and certified with ST. URIEL virtual classroom, and be able to provide first level support to Customers. VAR is welcome to expand their Territory if they are able to achieve higher commitment levels after the first year of agreement.

- 3.3 Each Party shall nominate an "Account Manager" to attend a regular account management meeting (monthly and other staff to attend as required) to in general monitor progress and in particular for both parties to agree any new Registered Leads that the Partner will target and the time period over which the Partner will pursue those Registered Leads, which in any case will be no longer than 6 months unless otherwise agreed between the Parties and after which they will cease to be Registered Leads.
- 3.4 To assist the Partner in developing business, ST. URIEL may provide the Partner access to its business management portal at no charge. The Partner's account manager shall regularly update this portal, no less often than on a weekly basis, in order for both Parties to have clear visibility of all sales leads and to be able to manage and secure the deals together.
- 3.5 The Partner must disclose to each Registered Lead that it has no authority or ability to enter into any contract on behalf of ST. URIEL.
- 3.6 The Partner shall not produce any marketing material for any Products & Services, or use ST. URIEL's name, logo or trade marks on any marketing material without the prior written consent of ST. URIEL.
- 3.7 The Partner shall act in the best interests of ST. URIEL and act with good faith towards ST. URIEL at all times and not make any disparaging comments, remarks

or statements about ST. URIEL whether during the term of this Agreement or after its termination.

- 3.8 In fulfilling this agreement, both Parties shall be responsible for their own costs, including but not limited to banking fees, and taxes where applicable. For the avoidance of doubt, the Partner (if it is not incorporated in Singapore) shall be responsible for Withholding tax, overseas remittance and currency exchange fees.
- 3.9 **Compliance with Applicable Laws.** Partner shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products & Services, including any applicable labelling requirements for the Products & Services in the end country of sale, at Partner's sole cost and expense unless otherwise specified herein or in the Agreement. At all times, Partner and its agents must represent the Products & Services in a professional manner and refrain from any conduct that is or could be illegal, gives or could give the appearance of impropriety, or otherwise is or could be detrimental to the reputation of the ST. URIEL brand. Partner agrees to cooperate fully with ST. URIEL in any investigation or evaluation of such matters.
- 3.10 **Transshipping.** Partner may only resell Products & Services to Approved Retailers and Authorized Partners in accordance with the Agreement. Any unauthorized sales by Partner to any party which is neither an Approved Retailer nor an Authorized Partner located and taking delivery of Products & Services within the Territory shall constitute a breach of the Agreement.
- 3.11 **Customer Support.** Partner is obligated to provide support to its customers both before and after the sale. To provide adequate minimum support of the Products & Services, Partner must at least:
- Help potential customers in a pre-sale situation, determine which system configuration will be required to use the Product of interest, provide accurate and appropriate Product capability information, and assist customers in applying, installing and using the Products & Services, as required.
  - Provide customers with a non-technical explanation of the Product features and benefits.
  - Explain to the customers the various ST. URIEL support program options available for the Products & Services.

#### 4 **PRICES, ORDER, PAYMENT, REPORTS, FORECAST, RECORDS & AUDITS**

- 4.1 **Prices.** The prices for Products & Services are set forth in the Price List, which shall be sent to the Partner via email each time there are changes to the Products & Services, or changes to the pricing. ST. URIEL reserves its exclusive rights to make changes to the Products & Services and their pricing. Partner will pay ST. URIEL the prices in the Price List for the Products & Services based on the Partnership Level they have qualified for.

With respect to each Product & Services, ST. URIEL may change its recommended retail price (RRP), Price List, or Partner discount from time to time upon written notice to Partner. All prices at which Partner may purchase Products & Services from ST. URIEL are determined solely by ST. URIEL.

If ST. URIEL increases its pricing with respect to any Product (a Product revision with a different part number will not be considered the same Product), ST. URIEL will give Partner notice of such increase via the next Price List. ST. URIEL will honor the old price for any shipments of such Product already in transit to Partner. All

additional Orders following a price change will be shipped at the new price.

If ST. URIEL decreases its Partner Price for any particular Product (a Product revision or a previous version with a different SKU number will not be considered the same Product), the decrease will apply to all units of such Product (A) in Partner's inventory that are in an unopened, purchased within the last 90 calendar days, saleable condition (without price tags, stickers or labels, clean, undamaged, unused and complete) and in the original packaging as of the effective date of the decrease, and (B) in transit to Partner as of the effective date of the decrease; provided that in each case Partner has delivered to ST. URIEL a full stock and sales report on a monthly basis – this will be considered written evidence. Such written evidence shall consist of (i) an inventory report of such Product showing the number of each unit of such Product for which Partner claims price protection eligibility hereunder, and (ii) a summary of such report statement on Partner's letterhead, signed by Partner. ST. URIEL will issue a credit on Partner's account applicable only to future Orders from ST. URIEL under their Agreement in an amount equal to the decrease for each unit of such Product eligible to receive price protection in accordance with this Section.

- 4.2 **Payment.** Payment terms shall be in accordance with that reflected in the invoice from ST. URIEL to the Partner for each purchase.

All prices are exclusive of applicable taxes. Partner shall pay ST. URIEL by wire transfer to a bank account, designated by ST. URIEL, the amount set forth on ST. URIEL's invoice prior to the arrangement of delivery for Products & Services.

Partner is responsible for collecting and paying all sales, use and similar taxes, excluding taxes on ST. URIEL's net income resulting from the sale and distribution of the Products & Services. Partner agrees to indemnify ST. URIEL for any claim for such taxes. Partner represents and covenants to ST. URIEL that all Products & Services acquired hereunder will be for resale in the ordinary course of Partner's business, and Partner agrees to provide ST. URIEL with appropriate resale certificate numbers and other documentation satisfactory to the applicable taxing authorities to substantiate any claim of exemption from any such taxes or fees.

- 4.3 **Ordering.** Product orders may only be placed via ecommerce platforms, facsimile or email (each an "Order"). All Orders must clearly indicate the bill to address, ship to address, shipping method, requested delivery date, purchase order number, quantity, ST. URIEL part number and description, unit price and extended price. Emailed orders should be sent to 'orders@sturiel.com' with your primary sales contact also added on copy.

Any Order placed with ST. URIEL is subject to acceptance by ST. URIEL in ST. URIEL's sole discretion. ST. URIEL may decline any Order, in whole or in part, and unless ST. URIEL accepts an Order in writing, the Order is considered accepted only to the extent it is fulfilled by ST. URIEL's shipment of Products & Services.

Notwithstanding ST. URIEL's acceptance of any Order, ST. URIEL reserves the right to cancel or delay shipment to Partner if Partner is in breach of its Agreement.

Order inquiry and Product availability may be obtained by contacting us (contact@sturiel.com). Please be prepared to provide a purchase order number to expedite the inquiry.

ST. URIEL will attempt to expedite Orders by making partial shipments, unless Partner advises ST. URIEL in its Order that it does not wish to receive partial shipments. Partial shipments will be invoiced separately and must be paid, without regard to subsequent deliveries. In the case of bundles (i.e. more than one product sold together under the same SKU), ST. URIEL will ship only complete bundles unless Partner requests otherwise.

ST. URIEL reserves the right to assess against Partner a refusal fee equal to fifteen percent (15%) of the invoice value if Partner refuses to accept a Product delivery (or portion thereof); except that Partner may refuse to accept Product that Partner could properly return to ST. URIEL.

- 4.4 **Shipping and Freight.** ST. URIEL will be responsible for carrier selection and routing instructions. Unless set forth to the contrary in the Agreement, all Products & Services are delivered F.O.B. Destination, and title transfers upon delivery at that point. ST. URIEL's prices include standard shipping and insurance to the F.O.B. point specified therein; however, standard transportation does not include Partner requests for specific carriers or for expedited shipments.

If agreed to by ST. URIEL in advance in writing, ST. URIEL will use reasonable efforts to ship Products & Services in accordance with Partner's instructions and via Partner's preferred shipping account. In such event, all freight, insurance and related expenses will be Partner's responsibility.

ST. URIEL will use reasonable efforts to meet Partner's requested delivery schedules for Products & Services. Should Orders for Products & Services exceed ST. URIEL's available inventory, ST. URIEL will allocate its available inventory and make deliveries on a basis ST. URIEL deems equitable, in its sole discretion, and without liability to Partner on account of the method of allocation chosen or its implementation. In any event, ST. URIEL will not be liable for any indirect, consequential, special or other damages, to Partner or to any other person for failure to deliver or for any delay or error in delivery of Products & Services for any reason whatsoever.

Upon receipt of any shipment, Partner shall promptly inspect the Products & Services for damage, defect, or other non-conformance. If any Product is damaged, defective, or otherwise nonconforming, Partner must not offer the Product for sale, must report the defect to ST. URIEL at 'contact@sturiel.com', and may return the Product to ST. URIEL pursuant to the procedures set forth below.

All shipments shall be deemed correct as to the number and type of Products & Services shipped, unless ST. URIEL receives from Partner written notice within three (3) calendar days after the original shipping date of the given shipment. Partner's written notice must include the purchase order number, and the exact nature of the discrepancy between the Order and shipment in number or type of Products & Services shipped. For under shipments, ST. URIEL shall (if applicable)



issue an explanation of the charges or a credit to Partner's account within forty-five (45) calendar days of receipt of such written notice from Partner. Any over shipments or shipments of the wrong Product SKU must be returned in accordance with the terms below.

- 4.5 **Reports.** Partner will provide to ST. URIEL a weekly/monthly electronic report in the format requested by ST. URIEL ("Report"). The Report shall include weekly/monthly Product stock and inventory levels (including items in transit), weekly/monthly Product sell through/point of sale information, and any other information reasonably required by ST. URIEL. ST. URIEL acknowledges that all Reports are confidential and proprietary to Partner, and shall be deemed Partner's "Confidential Information" under the Agreement.
- 4.6 **Forecast.** Upon request by ST. URIEL, Partner agrees to submit to ST. URIEL a monthly non-binding, good-faith forecast, in the format to be supplied by ST. URIEL, being a best estimate of Partner's monthly requirements for Products & Services during the following six (6) months.
- 4.7 **Records.** For four (4) years after each calendar quarter during the term of this Agreement, Partner shall maintain and keep, at Partner's principal office, full, complete and accurate records relating to Partner's performance under this Agreement during each such quarter, including the quantity and price of Products & Services sold.
- 4.8 **Audit Rights.** Upon reasonable advance notice, and not more than twice during any twelve (12) month period, ST. URIEL, or an independent third party auditor appointed by ST. URIEL, may audit Partner's records relating to Partner's performance under this Agreement, including without limitation distribution of Products & Services, to determine Partner's compliance with this Agreement. Upon ST. URIEL's request, Partner shall provide a knowledgeable employee to assist ST. URIEL in such audit. Partner shall promptly pay to ST. URIEL any shortfall revealed during such audit, with interest at the highest rate permissible under applicable law. Furthermore, if such shortfall over any three (3) month period is greater than five percent (5%) of the amount actually paid to ST. URIEL for such period or if Partner is found to be in material breach of this Agreement, then Partner shall reimburse ST. URIEL for its reasonable out-of-pocket expenses incurred during such audit in addition to payment of such shortfall and interest and curing of such breach (as applicable).

## 5 **PRODUCT HANDLING, ALTERATIONS, RETURNS, RECALLS**

- 5.1 **Product Handling.** Partner shall store Products & Services in a cool, dry place, and in accordance with any additional storage guidelines specified by ST. URIEL.
- 5.2 **Alterations Prohibited.** Partner shall sell the Products & Services in their original packaging. Relabelling, repackaging (including the separation of bundled Products & Services or the bundling of Products & Services), and other alterations are not permitted. Partner shall not remove or alter any Product label or any literature accompanying the Product. Partner shall not alter, deface, or remove any UPC code, serial number, or any other identifying code on any Product.
- 5.3 **Product Returns.** Subject to the terms of the Agreement, ST. URIEL will accept Product returned by Partner only in the situations listed below in this subsection

5.3. These policies apply only to all active Product SKUs on the then-current Price List:

i) A shipping or Order-processing error has been made by ST. URIEL such that ST. URIEL shipped excess Products & Services that Partner did not order, or the wrong type of Products & Services. As the Order is based on FOB shipping terms, the Partner needs to ensure that the Order is accurate prior to them shipping to their destination. Partner must notify ST. URIEL of the error in accordance with provisions herein and request an RMA within Seven (7) calendar days of the original shipping date of the erroneous shipment. In the case of Product shipped at ST. URIEL's error, ST. URIEL will pay freight costs for the returned Product, provided Partner complies with ST. URIEL's shipping instructions and uses ST. URIEL's selected freight carrier.

ii) ST. URIEL shipped Product to Partner that either (x) did not conform to ST. URIEL's standard end-user warranty and Partner notified ST. URIEL within the applicable end user warranty for such Product or (y) was significantly damaged (and such damage was attributable to ST. URIEL) during shipment ("Defective Product"). Defective Product must be returned to ST. URIEL within Fourteen (14) calendar days of the shipment date of Partner's most recent Order of that particular Product SKU. In addition, upon request, ST. URIEL may, in its sole discretion, elect to extend the time period for such returns on a case by case basis. ST. URIEL will issue defective RMA requests for any single Partner no more frequently than once per week.

No request for RMAs for Defective Product will be issued after the applicable warranty period. ST. URIEL will pay freight costs for any replacement Product shipped to Partner.

5.4 Prior to returning any Products & Services to ST. URIEL that qualify under this Section, Partner must:

- Obtain a Return Materials Authorization ("RMA") Request Form, fill it out accurately and completely, and send it to the ST. URIEL Support Centre. Within Seven (7) business days of receipt, the ST. URIEL Support Centre will issue, via fax or email, a RMA with a number, a ship-to address, and the list of Products & Services eligible for return. Products & Services may only be returned within Fourteen (14) calendar days of ST. URIEL's RMA issuance, unless the time period of returns has been extended by ST. URIEL.
- Use shipping labels on each of the cartons being returned.
- Write Partner's RMA number on the shipping label and place the label on the box exterior.
- Include a packing list that sets forth the number and type of all Products & Services included in the RMA shipment.

5.5 Unless otherwise expressly provided above, ST. URIEL will pay freight costs for Product returned to ST. URIEL in accordance with the above, provided Partner complies with ST. URIEL's shipping instructions and uses ST. URIEL's selected freight carrier (or such other carrier as the parties mutually agree in writing). Partner must provide a packing slip per carton for all returned Products listing the type and number of Products being returned and the reason for return in each case (i.e. warranty issue, or stocking balancing). Different kinds of permitted Product returns may be shipped to ST. URIEL on the same pallet so long as each return is

clearly identified by its different RMA number. Furthermore, in the event ST. URIEL receives Product returns shipped in violation of the return procedures listed herein, ST. URIEL will notify Partner and (if reasonably possible) provide Partner an opportunity to correct such violation before returning such Product to Partner. ST. URIEL will return to the Partner, at Partner's expense, all Products shipped in non-compliance with the return procedures listed within this Section ("Non-Compliance"). Non-Compliance includes, without limitation, shipping Products & Services without proper authorization, shipping Products & Services to an incorrect location, returning non-defective, unopened Product as defective, and packaging Products & Services incorrectly. Partner shall pay ST. URIEL a restocking fee equal to fifteen percent (15%) of the invoice value of returned Product shipped to ST. URIEL in Non-Compliance.

- 5.6 In exchange for such returned Products & Services, Partner will receive a credit to their account based on the lower of (i) the Price List price for the Product then-applicable to Partner, or (ii) the net price most recently actually paid by Partner for the Product. No credit will be given to Partner if, at the time of the requested return, Partner is in breach of any provision of its Agreement or the BPP, including without limitation failure to comply with any payment terms, provided that any such amount due to ST. URIEL has not been properly contested by Partner in good faith.
- 5.7 No RMA Product will be accepted at ST. URIEL during the last seven (7) business days of the fiscal quarter without ST. URIEL's prior written approval, and any such Product arriving at ST. URIEL during such period will be returned to Partner at its expense; provided, however that if such RMA Product is shipped to ST. URIEL reasonably intending to arrive before the last seven (7) business days of the fiscal quarter but such shipment is delayed for reasons outside of Partner's control so that it arrives within the last seven (7) business days of the fiscal quarter, such shipment will not be rejected solely for non-compliance with this subsection (e). This Section 7 sets forth ST. URIEL's sole liability and Partner's sole and exclusive remedy with respect to any Defective Product, Product subject to shipping or Order-processing errors.
- 5.8 **Recalls.** Partner shall promptly comply with whatever request may be made by ST. URIEL relating to any law or expectation thereof or the modification or recall of any Product.

## 6 PROPRIETARY RIGHTS

- 6.1 **Ownership of Products & Services.** As between the parties, ST. URIEL is the sole and exclusive owner of all intellectual property rights related to or embodied in the ST. URIEL Products & Services, and all modifications, translations and enhancements thereto; AND the respective brand owners ("Suppliers") are the sole and exclusive owner of all intellectual property rights related to or embodied in the Distributed Products & Services, and all modifications, translations and enhancements thereto.

All rights not expressly granted by ST. URIEL in the Agreement are hereby reserved by ST. URIEL, its suppliers, and its partners. Neither Partner nor its customers are entitled to receive any source code or source documentation relating to the Products & Services, and obtaining and retention by any means, of any such source code without ST. URIEL's prior written consent shall constitute a material breach of this Agreement. Partner shall promptly report to ST. URIEL any violations of ST. URIEL's end user license agreement for any software or mobile application

associated with Products & Services, and any adverse Product performance and quality issues that may become known to Partner. ST. URIEL grants no rights or licenses to Partner on behalf of third-parties, and Partner acknowledges that it receives no rights or licenses from or related to third parties under this Agreement.

6.2 **Restrictions.** Partner shall not: (i) disassemble, decompile or otherwise reverse engineer the Products & Services or Software, or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Products & Services or Software (except and only to the extent this clause is expressly prohibited by applicable law), (ii) copy or modify the Products & Services or Software, (iii) remove any names, designations or notices from any Product or Software, (iv) export outside of the Territory any Product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof), or (v) allow others to do any of the foregoing.

6.3 **Trademark License.** Trademarks means ST. URIEL's then-current names, marks, logos, and other identifiers for the Products & Services ("Trademarks"). This Agreement does not grant either party the right to use the other party's trademarks. Subject to ST. URIEL's trademark policies, which may be amended from time to time in ST. URIEL's sole discretion, and the terms and conditions of this Agreement, ST. URIEL hereby grants to Partner a non-exclusive, non-transferable and non-sublicensable license to use ST. URIEL's Trademarks in the Territory during the term of this Agreement solely on or in connection with the promotion, advertising and resale of the Products & Services. Partner will promptly discontinue the display or use of any Trademark to change the manner in which a Trademark is displayed or used with regard to the Products & Services when requested by ST. URIEL. Other than the express licenses granted by this Agreement, ST. URIEL grants no right or license to Partner, by implication, estoppel or otherwise, to the Products & Services or any intellectual property rights of ST. URIEL. Partner shall observe all directions and instructions given to it by ST. URIEL in relation to the marketing, advertisement and promotion of the Products & Services. Upon ST. URIEL's request, Partner will submit any specimen of Partner's use of the Trademarks to ST. URIEL, and ST. URIEL may retain such specimen. As between the parties, ST. URIEL is the owner of all Trademarks, and any goodwill from the use of such ST. URIEL's Trademarks by Partner shall inure exclusively to ST. URIEL.

## 7 **TERM & TERMINATION**

7.1 **Term.** This Agreement begins on the Effective Date and ends one year thereafter (the "Initial Term"), unless earlier terminated pursuant to its terms. On expiration of the Initial Term, this Agreement will automatically renew for subsequent periods of a single one (1) year terms, unless either party provides written notice of non-renewal at least thirty (30) calendar days prior to the expiration of the Initial Term. Neither party may rely on this Agreement being extended or renewed.

7.2 **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) calendar days prior written notice to the other party. Additionally, ST. URIEL may terminate this Agreement immediately upon notice to Partner if: (i) Partner engages in any unlawful business practice, (ii) Partner fails to perform any obligation or violates any restriction contained in this Agreement, (iii) there is any material change in the ownership or management of Partner, or Partner's business or assets, (iv) a receiver is appointed for Partner or its property, (v) Partner becomes insolvent or unable to pay its debts as they mature, (vi) Partner makes an assignment for the benefit of creditors, or (vii) Partner becomes the subject of any proceeding under any bankruptcy, insolvency or debtor's relief law.

- 7.3 **Effect of Termination.** Upon termination or expiration of this Agreement, (i) ST. URIEL may elect to continue or terminate any Order then pending and not yet fulfilled, (ii) all invoices will become immediately due and payable, and (iii) each party will immediately return to the other all of the other party's Confidential Information then in its possession or control. Additionally, ST. URIEL may elect to purchase any or all Products & Services then in Partner's inventory at a price or credit equal to the amount invoiced by ST. URIEL for Partner's purchase of such Products & Services, less discounts, returns and credits actually given. If this Agreement expires or is terminated by ST. URIEL, and should ST. URIEL not elect to reacquire Products & Services from Partner pursuant to this Section, Partner may continue to distribute Products & Services under the terms and conditions of this Agreement for one hundred and twenty (120) calendar days after such expiration or termination; provided that Partner may only distribute Products & Services in Partner's inventory at the date of expiration or termination, but may not purchase additional Products & Services from ST. URIEL.
- 7.4 **No Liability for Termination.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES OF ANY NATURE ARISING FROM THE EXPIRATION OR TERMINATION OF THIS AGREEMENT PURSUANT TO ITS TERMS.
- 7.5 Upon termination of this Agreement, Partner shall immediately discontinue all representations that it is a ST. URIEL Partner.
- 7.6 Termination of this Agreement shall not diminish any Party's continuing responsibilities with respect to confidentiality.
- 7.7 The due date of all monies due to either party shall automatically be accelerated such that they become due and payable on the effective date of termination, even if longer terms had been provided previously.
- 7.8 Partner shall immediately return to ST. URIEL all Proprietary Information and data (including all copies thereof) then in Partner's possession or custody or control retaining only sufficient material to fulfil remaining orders and to service the installed base of Customers as mutually agreed upon by ST. URIEL and Partner, including, without limitation: (i) all technical materials and business plans supplied by ST. URIEL to Partner; (ii) all manuals covering the Products; and (iii) any End User, Reseller, or prospect lists provided by ST. URIEL.
- 7.9 Partner agrees that in the event of termination of this Agreement for any reason, it shall have no rights to damages or indemnification of any nature, specifically including commercial severance pay, whether by way of loss of future profits, expenditures for promotion of the Products, or other commitments in connection with the business and good will of Partner. Partner expressly waives and renounces any claim to compensation or indemnities for any termination of a business relationship.

## 8 **CONFIDENTIALITY**

- 8.1 All documents, data files, information and other materials made available by one Party to the other Party in connection with this Agreement, including all information regarding products, customers, marketing data, business plans, methods, technical information, the terms and conditions of this Agreement (other than the existence hereof which may be disclosed) and information relating to business developed

during the Term shall be deemed to constitute confidential information (the "**Confidential Information**").

- 8.2 Both Parties agree to (i) keep the Confidential Information of the other Party in confidence, treating such Confidential Information with the same degree of care as such Party accords to its own confidential information, but in no case less than reasonable care, (ii) use such Confidential Information only for the purpose of performing its obligations hereunder, and (iii) not disclose such Confidential Information to any other party except to those employees, agents and advisers of that Party having a need to know (provided that such agents and advisers are advised of the confidentiality obligations contained herein and agree to be bound by such restrictions), or to the extent required by law (provided that prompt notice of such obligation to disclose is given to the other Party).
- 8.3 Each Party further agrees that any disclosed Confidential Information shall remain the exclusive property of the disclosing Party during and after the Term, and agrees to return all Confidential Information or any specific piece of Confidential Information upon written request, together with any documents or materials embodying the Confidential Information.
- 8.4 The obligations in clauses 7.2 and 7.3 shall not apply to any information, if, and to the extent that such information:
- 8.4.1 becomes publicly available other than by a breach of this Agreement;
  - 8.4.2 is rightfully received by the receiving Party from a third party who is not under an obligation of confidentiality with respect to such information;
  - 8.4.3 can be demonstrated to have been independently developed by the receiving Party without access to or use of any of the other Party's Confidential Information; or
  - 8.4.4 is known by the receiving Party at the time of disclosure as evidenced by written documentation.
- 8.5 The Parties hereby agree that they shall not directly or indirectly circumvent or obviate each other's interests or relationships with other parties.
- 8.6 Each Party acknowledges that damages would not be an adequate remedy for any breach by it of any provisions of this clause 7, and without prejudice to all remedies to which a disclosing Party may be entitled as a matter of law, it shall be entitled to specific performance, injunction and any other form of equitable relief to enforce the provisions of this clause 7.

## 9 **INDEMNIFICATION & LIABILITY**

- 9.1 **Indemnification of Partner.** ST. URIEL will defend Partner against any claim by a third party that the Distributed Products & Services, as delivered, infringe a U.S. patent issued as of the Effective Date, U.S. copyright, U.S. trademark, or trade secret. ST. URIEL will indemnify Partner for any damages payable to third parties, including reasonable attorney's fees, finally awarded by a court of competent jurisdiction with respect to such claims. ST. URIEL's obligations under this section are expressly conditioned upon Partner immediately notifying ST. URIEL in writing

of any claim, giving ST. URIEL the sole control over the defense and any related settlements, and providing ST. URIEL all reasonable assistance therewith. Upon ST. URIEL's request and direction, Partner will return to ST. URIEL any Products & Services alleged to infringe a third-party's rights, and ST. URIEL will grant Partner a credit in the amount of the price (including shipping) paid by Partner for such Products & Services, less discounts, returns and credits actually given. ST. URIEL will have no obligation to indemnify or defend Partner under this Section if a claim has arisen due to (i) the combination of Products & Services with other Products & Services, (ii) modification of Products & Services by Partner or a third party, or (iii) the unforeseeable use of Products & Services by Partner or a third party. THIS SECTION STATES Partner's SOLE AND EXCLUSIVE REMEDY AND ST. URIEL'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THE Products & Services INFRINGEMENT OR VIOLATION OF THIRD PARTY RIGHTS.

9.2 **Indemnification of ST. URIEL.** Upon ST. URIEL's request and direction, Partner will defend and indemnify ST. URIEL and its affiliates against any loss, liability, damage, cost and expense (including reasonable attorneys' fees) arising from Partner's negligence, wilful act or omission, or breach of this Agreement.

9.3 **Limitation of Warranties.** ST. URIEL PROVIDES THE Products & Services TO Partner "AS IS," AND ST. URIEL AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE Products & Services, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. Partner shall only offer and make available to its customers ST. URIEL's standard end user warranty (if any) and Partner shall not make any other warranties or representations related to the Products & Services. The above warranty does not extend to any Product that is modified or altered, is not maintained to ST. URIEL's maintenance recommendations, is operated in a manner other than that specified by ST. URIEL, has its serial number removed or altered or is treated with abuse, negligence or other improper treatment (including, without limitation, use outside the recommended environment).

9.4 **Limitation of Liability.** EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE, Partner's BREACH OF THIS AGREEMENT, AND EITHER PARTY'S BREACH OF THIS SECTION, IN NO EVENT WILL EITHER PARTY OR ITS LICENSORS, SUPPLIERS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, AND THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ST. URIEL's aggregate liability to Partner for any cause whatsoever, and regardless of the form of the action, will be limited to the total money paid by Partner to ST. URIEL during the most recent full calendar quarter for the Products & Services that caused the damages.

## 10 **ANTI MONEY LAUNDERING AND ANTI-BRIBERY COMPLIANCE**

10.1 The Partner shall:

10.1.1 Comply with all applicable laws, statutes, regulations and codes relating to the Monetary Authority of Singapore' Notices on the Prevention of Money Laundering and Countering the Financing of Terrorism (AML/CFT Notices).

- 10.1.2 Comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption Act ("PCA");
  - 10.1.3 Promptly report to ST. URIEL any request or demand for any material undue financial or other advantage of any kind received by the Partner in connection with the performance of this agreement;
  - 10.1.4 Promptly report to ST. URIEL if Partner is aware that Registered Leads will use ST. URIEL Products or Services for any illegal purpose or in violation of any local, state, national, or international law.
- 10.2 The Partner shall ensure that any person associated with the Partner who is performing services in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Partner in this clause 9.

## 11 GENERAL

- 11.1 This Agreement represents the complete agreement of the Parties, supersedes all prior discussions, communications and agreements between the Parties with respect to the subject matter hereof, and cannot be amended or modified except in writing signed by both Parties.
- 11.2 If any part of this Agreement is found to be unenforceable, the unenforceable provision shall be replaced with an enforceable provision that most nearly achieves the intent and economic effect of such unenforceable provision, if possible, and this Agreement shall otherwise remain in full force and effect. Any notice provided hereunder must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) calendar days after being sent by first class mail, return receipt requested, to the appropriate address set forth above, as such address may be changed by written notice to the other party. Any of Partner's purchase orders, order confirmations, or other business forms will not apply to any order notwithstanding ST. URIEL's acknowledgment or acceptance of such order and even if signed by ST. URIEL. Neither party shall be liable for any delay or failure to perform hereunder due to floods, riots, strikes, freight embargoes, epidemics, quarantine restrictions, severe weather, acts of God, acts of war, terrorism, hostilities, laws or regulations of any government or any other similar cause beyond the reasonable control of the party affected.
- 11.3 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- 11.4 Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination or the validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules in Singapore. The arbitration tribunal shall consist of three arbitrators, one each selected by the Parties, and a third arbitrator selected by the two arbitrators selected by the Parties. The decision of the arbitrators will be given in English.

In the event of a failure to settle any dispute by arbitration, any party may terminate this agreement upon not less than ninety (90) calendar days prior written



notice to the other party. In the event of termination, Clause 7 shall survive the termination, and be in full force and effect for the next three (3) years.

11.5 This Agreement shall have Singapore as its situs and shall be governed by and construed in accordance with the laws of Republic of Singapore, without regard to its conflict of laws provisions. The Parties are independent contractors, and nothing herein will be construed as creating an employment, agency, joint venture or partnership relationship between them. Neither Party has authority to enter into any agreement for or on behalf of or otherwise bind the other, or incur any obligation or liability.

11.6 Neither Party may assign this Agreement without the other Party's written consent.

**END OF AGREEMENT**