

VISTA KENCANA RELYING PARTY AGREEMENT

1. **Notice:** In receiving a signed document or using Vista Kencana Sdn Bhd (“VK”) protected communication on the strength of a certificate based on one of the certificated issued by VK, the recipient of a signed document (hereafter RECIPIENT) or the communication partner of the certificate-protected communication consents to the Relying Party Agreement.

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

2. **Contractual Components:** The applicable Certificate Practice Statement (“CPS”) of the applicable trusted root certificate shall be an integral part of this RELYING PARTY AGREEMENT and shall take precedence in the event of any discrepancies. The applicable CPS may be obtained in their most up to date form at <https://fortisuite.my/repository/cps.pdf>
3. **Terms and Conditions:** Before the RECIPIENT can rely on a signature contained in a VK certificate, it must take into account of the following:
 - a. Certificates shall be issued in accordance with the provisions of the CPS for the CA of the relevant root certificate. The CPS may be obtained in their most up-to-date form at <https://fortisuite.my/repository/cps.pdf> The provisions also set out details concerning the level of review, the guarantee and in general the conditions under which the certificate was issued for a signature.
 - b. The subscriber is subject to the Subscriber Agreement when issuing the certificate, which may be obtained in their most up-to-date form at https://fortisuite.my/repository/subscriber_agreement.pdf. This document also sets forth the legal framework conditions governing the use of the certificate.

This signature on which the certificate is based and all certificates in the certificate chain must not have been revoked.

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

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

Unless otherwise terminated as allowed herein, this Agreement is effective upon SUBSCRIBER’s acceptance and shall continue for as

long as a Certificate issues under this Agreement is valid.

4. **Duration and Termination:** This agreement shall take effect upon the issuance of the certificate and shall apply for the duration therefor. It shall end upon expiry of the certificate in questions or upon revocation (withdrawal). The validity of the certificate shall expire upon termination of the agreement. Signature affixed shall remain valid unless and until the signature certificates have been revoked. Notice of termination must always be give Certificate Validity Period and Fees. Notice of termination must always be given in writing.

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

- a. Subscriber materially breaches this Agreement;
 - b. VK revokes a Certificate as allowed herein and in the CPS;
 - c. VK rejects SUBSCRIBER's Certificate application;
 - d. VK cannot satisfactorily validate SUBSCRIBER in accordance with the provisions of Agreement and the CPS; or
 - e. Industry standards or changes in applicable legislation affect the validity of the Certificates requested by the SUBSCRIBER.
5. **Legal Effect of Certificates, Export:** The RECIPIENT acknowledges that digitally signed documents may, depending upon the applicable legislation, have the same legal effect as documents by hand. The RECPEINT acknowledges that the deployment and use of digital certificates and the ex-change of digitally signed and/or encrypted data outside Malaysia and is subject to foreign jurisdictions and that therefore different effects may result, which may be more or less extensive than is the change of encrypted data and the export/import of Clarification of matters in this respect shall be a matter under all circumstances of the RECIPIENT.
6. **Warranty:** VK warrants to the RECIPIENT of a signature that all information contained in the certificate attributes is correct and has been reviewed in accordance with the applicable CPS; and these certificates have only been issued by VK to the party that requested the certificate or that only that party has been enabled to download them.

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

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

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

7. **Report of Misuse:** Should the RECIPIENTT ascertain that a certificate has been misused or stolen it must report this promptly to the customer service at VK. The report must contain contact information (mobile number, email). The support service shall then contact the RECIPIENT directly.
8. **Certificate Validity Period and Fees:** The initial validity period of the certificate issued to you shall be based on the type of certificate subscribed with its max validity period as stipulated in the CPS, subject to payment of fees, if applicable, in accordance with the schedule provided in the applicable price list, quotation or contract.
9. **Limitation of Liability:** Except as expressly provided otherwise herein, VK shall not be liable to you or any other person or entity, whether in contract (including under any indemnity or warranty), in tort (including negligence), under statute or otherwise for any loss or damages incurred by you or any other person or entity, including but not limited to loss of profits, loss of revenue, loss of anticipated savings, loss or corruption of data, loss of contract or opportunity or loss of goodwill, whether that loss or damage is direct, indirect or consequential.
10. **Indemnification:** You agree to release, indemnify, defend and hold harmless VK and any of its respective contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, cost and expenses resulting from use in breach of contract or unlawful or improper use of the certificate service. The indemnification shall include also the obligation to hold VK fully harmless against legal defence costs (e.g., procedural costs and legal fees).

The indemnification obligations of the Subscriber are not VK's sole remedy for Subscriber's breach and are in addition to any other remedies VK may have against the SUBSCRIBER under this Agreement.

11. **Non-Assignment:** Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at VK's option.

12. **Force Majeure:** Neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is

caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by government entity, strike and other causes beyond the party reasonable control). The party affected by the force major event will provide notice to the other party within 48 hours and will use reasonable efforts to resume performance as soon as practical. Obligations not performed due to a force majeure event, will be performed as soon as reasonably possible when the force majeure event ceases.

13. **Severability:** If any provision of this Agreement, or the application thereof, is for any reason and to any extent found to be invalid or unenforceable, the remainder of this Agreement (and the application of the invalid or unenforceable provision to other persons or circumstances) shall not be affected by such findings of invalidity or unenforceability, and shall be interpreted in a manner that shall reasonably carry out the intent of the parties.
14. **Governing Law:** This Agreement and all matters arising from, out of or connected with it, are governed by and shall be construed in accordance with applicable Malaysia legislation. All proceeding or legal action arising from the Agreement must be commenced in the Malaysia Court of Law. Both parties agree to the exclusive venue and jurisdiction of Malaysia legislation.
15. **Survival:** This Agreement shall be applicable for as long as you assert to have reasonably relied on a Certificate provided by VK.
16. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement between VK and you with respect to the transactions herein and the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written representations, understandings agreements or communications between you and VK concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurance or inducements not expressly set forth herein and neither party shall have any liability in relation to any representation or other assurance not expressly set forth herein.