



# **Reseller Agreement**

Non - Exclusive

**Reseller Agreement (SaaS)**  
between  
FOTOPIA TECHNOLOGIES FZE &  
**Reseller Company Name**

This RESELLER PARTNER AGREEMENT (this “**Agreement**”) is entered into as of **[Date]** (the “**Effective Date**”) by Fotopia Technologies – FZE, a Free Zone Company with a headquarter office at DSO-THUB-G-D-FLEX-G149E, Dubai Silicon Oasis, Dubai, UAE and **[Reseller Full Company Name]**, a **[Nature of Company]** incorporation with offices at **[Full Address of Reseller]** (“**Reseller**”) and describes the terms and conditions pursuant to which Fotopia Technologies will make the Software (as defined below) available for re-sale by Reseller.

## **1 DEFINITIONS**

The capitalized terms used in this agreement, in addition to those above, are defined in section, the following terms shall have the meanings FOTOPIA TECHNOLOGIES FZE described to them as follows:

### **1.1 Customer(s)**

means individuals or entities to which Reseller has re-sold the Software.

### **1.2 Customer Data**

means all electronic data or information submitted by Customers to the Services.

### **1.3 Deliverable**

means any software, consultations, CDs, documentation and/or other materials prepared by FOTOPIA TECHNOLOGIES FZE for the Reseller.

### **1.4 Fees**

means the fees (as specified in each Purchase Order) payable by Reseller to FOTOPIA TECHNOLOGIES FZE for the re-sale of the Services to Customers.

### **1.5 Malicious Code**

means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

### **1.6 Non-FOTOPIA TECHNOLOGIES FZE Applications**

means online applications and offline software products provided by entities or individuals other than FOTOPIA TECHNOLOGIES FZE and are clearly identified as such, and that interoperate<sup>1</sup> with the Services.

### **1.7 Order Form**

means the documents for placing orders pursuant to this Agreement that are entered into between FOTOPIA TECHNOLOGIES FZE and Reseller from time to time.

### **1.8 Professional Services**

means the services to be provided by FOTOPIA TECHNOLOGIES FZE to Reseller as described in the agreement, which include, but not limited to, engineering, maintenance, installation, design consulting, business planning, customer support services.

### **1.9 Reseller Agent**

means a person or entity that the Reseller appoints to market, promote or re-sell Services on behalf of Reseller.

### **1.10 Reseller Data**

means all electronic data or information submitted by Reseller to the Services.

### **1.11 Territory**

means the geographic area covered in the agreement

### **1.12 User Guide**

means the online user guide for the Services, accessible on login, as updated from time to time by FOTOPIA TECHNOLOGIES FZE

### **1.13 Users**

means individuals who are authorized by Customers to use the software, for whom Purchase Orders to the Software have been ordered, and who have been supplied user identifications and passwords by Reseller (or by FOTOPIA TECHNOLOGIES FZE at Reseller’s request). Users may include but are not limited to Customer’s employees, consultants, contractors, agents, and third parties with which Customers transact business

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<sup>1</sup> Computer systems that are capable of working together without being specially configured to do so.<sup>10</sup>

## **2 Software**

### **2.1 Provision of Software**

Conditioned upon the provisions in this Section 2 and the other terms and conditions of this Agreement and payment of the applicable Fees, FOTOPIA TECHNOLOGIES FZE hereby appoints Reseller, and Reseller hereby accepts, for the Term (unless terminated), a non-exclusive, non-transferable, appointment for the named Territory to act as a FOTOPIA TECHNOLOGIES FZE approved reseller of the Software. A reseller shall market, promote and re-sell the Software to Customers and potential Customers in the named Territory, at its own expense and using its own efforts with its own sales force (including Reseller Agents). Reseller shall pay FOTOPIA TECHNOLOGIES FZE the Fees set forth in each Order Form, which shall reflect the discount specified. FOTOPIA TECHNOLOGIES FZE shall make the Software or Software Suite available to Reseller for re-sale to Customers pursuant to this Agreement and in accordance with the number of User licenses and for the subscription terms specified in the Order Forms entered into by FOTOPIA TECHNOLOGIES FZE and Reseller.

### **2.2 FOTOPIA TECHNOLOGIES FZE Responsibilities for the Software**

FOTOPIA TECHNOLOGIES FZE shall provide Reseller with the Software within the Territory for the purpose of the resale to Customers. The Software shall be made available by FOTOPIA TECHNOLOGIES FZE subject to any unavailability caused by circumstances beyond FOTOPIA TECHNOLOGIES FZE's reasonable control, including any force majeure events as contemplated in Section 8.9 and any computer, communications, Internet service or hosting facility failures or delays involving hardware, software, power or other systems not within FOTOPIA TECHNOLOGIES FZE's possession or reasonable control, and denial of service attacks. The Software may be temporarily limited, or interrupted due to maintenance, repair, modifications, upgrades or relocation. FOTOPIA TECHNOLOGIES FZE shall attempt to notify Reseller of scheduled and unscheduled network outages that are expected to last more than four (4) hours and that may affect the Software. FOTOPIA TECHNOLOGIES FZE shall be entitled to change the Software during the Term provided that FOTOPIA TECHNOLOGIES FZE will not materially reduce the capabilities provided by the Software.

### **2.3 Reseller Responsibilities**

Reseller shall maintain marketing and customer service standards that are appropriate in order to maintain high-quality Services and to reflect favorably on Reseller's and FOTOPIA TECHNOLOGIES FZE's reputation. Reseller shall provide Customers with prompt and efficient service, shall take every reasonable precaution not to disclose any Customer information, other than as permitted by any

applicable privacy or personal information legislation. Reseller shall be responsible for all activities of its Customers and Reseller shall (i) use commercially reasonable efforts to prevent unauthorized access to or use of the Software and shall notify FOTOPIA TECHNOLOGIES FZE promptly of any such unauthorized access or use; and (ii) comply with all applicable local, state, provincial, federal and foreign laws in respect to the promotion and re-sale of the Software.

### **2.4 Mutual Obligations**

Neither party shall by way of statement, act or omission, disgrace or reflect adversely upon the reputation of or the quality of the other party or the products or software or services provided by the other party.

### **2.5 Customer Contracts**

The Services shall be provided to Customers by Reseller on his own terms and conditions that are determined, in accordance with any applicable regulations. FOTOPIA TECHNOLOGIES FZE shall have no obligation to determine such terms and conditions and FOTOPIA TECHNOLOGIES FZE shall have no obligation to deal directly with Customers or for any customer service activities for or in respect of Customers. Reseller shall not make any representations or warranties on behalf of FOTOPIA TECHNOLOGIES FZE or in any way bind or attempt to bind FOTOPIA TECHNOLOGIES FZE contractually or otherwise with any Customer(s).

### **2.6 Restrictions**

Reseller shall not (and shall not authorize any third party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software; (b) bypass any user limits or use or functionality restrictions built into the Software; (c) remove any proprietary notices, labels, or marks from the Software (d) frame or mirror any content forming part of the Software; or (e) access the Software in order to (i) build a competitive product or Software, or (ii) copy any ideas, features, functions or graphics of the Software. Otherwise, the contract shall be immediately terminated and the Reseller will be subject to the UAE civil court system.

### **2.7 Ownership and Proprietary Rights**

FOTOPIA TECHNOLOGIES FZE and its suppliers and/or licensors own and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and other intellectual property rights) in and to the Services and the User Guide. Reseller agrees that only FOTOPIA TECHNOLOGIES FZE shall have the right to maintain, enhance or otherwise modify the Services. If Reseller

provides FOTOPIA TECHNOLOGIES FZE with reports of defects in the Software or proposes or suggests any changes or modifications (collectively “Feedback”), FOTOPIA TECHNOLOGIES FZE shall have the right to use and exploit such Feedback including, without limitation, the incorporation of such Feedback into FOTOPIA TECHNOLOGIES FZE’s software products and/or services, including, without limitation, the Software, without any obligation to Reseller. Except as expressly set forth in this Section 2, FOTOPIA TECHNOLOGIES FZE reserves all rights and grants Reseller no licenses of any kind, whether by implication, estoppel<sup>2</sup>, or otherwise.

### **3 Software Setup and Operation**

#### **3.1 Launch of the Software with Reseller**

Upon execution of this Agreement, the Two parties will co-operate and use commercially reasonable efforts to integrate the Software with any Reseller software or infrastructure with which the Software need to interact in order to allow the Software to be marketed by Reseller to Customers in the Territory. Once the Software have been integrated with Reseller’s software or infrastructure and the parties agree that the integrated Software are of a reasonable quality, the Reseller then shall be entitled to begin reselling the Software to Customers in the named Territory. The Software may be installed through three channels: DML or Email or OneDrive. FOTOPIA TECHNOLOGIES FZE can grant the reseller a License key creator, and it would be limited by certain date to be set in the signed agreement.

#### **3.2 Support**

FOTOPIA TECHNOLOGIES FZE shall provide basic support for the Software to Reseller online (unless agreed to provide onsite support) at no additional charge and/or upgraded support if purchased separately by Reseller, (which will be free of charge for the first 6 months) Reseller shall be responsible for providing First Line Support to Customers and Users of the Software. For the purposes of this Agreement, “First Line Support” means (i) fielding each initial call on a Software problem or other inquiry from a Customer or User on line 24/7; (ii) generating and issuing a trouble ticket containing a reference/tracking number to the Customer or User (i.e., provision of a Reseller support number to the Customer or User); (iii) to the extent reasonably possible, identifying the problem or performance deficiency in the Software; (iv) by reference to only a troubleshooting guide that may be provided by FOTOPIA TECHNOLOGIES FZE, attempted resolution of the problem; (v) where such problem has not been resolved, preparation of an error notification in relation to the

problem or performance deficiency; (vi) managing communications and expectations with the Customer and/or User until the problem is referred to FOTOPIA TECHNOLOGIES FZE; and (vii) escalating the error notification to FOTOPIA TECHNOLOGIES FZE.

Under no circumstances will FOTOPIA TECHNOLOGIES FZE be obliged to deal directly with a Customer or User.

#### **3.3 Software Branding**

If mutually agreed by the parties in writing, the Reseller cannot have his own specific branding for the software prior to making the Software available for re-sale by Reseller. The Software shall be branded with FOTOPIA TECHNOLOGIES FZE marks and logos as the parties mutually agree. The Software shall in all cases retain any relevant patent, copyright and/or other intellectual property notices as may be determined to be appropriate by FOTOPIA TECHNOLOGIES FZE

#### **3.4 Acquisition of Non-FOTOPIA TECHNOLOGIES FZE. Products and Software**

FOTOPIA TECHNOLOGIES FZE or third parties may from time to time make available to Reseller third-party products or Software, including but not limited to NON-FOTOPIA TECHNOLOGIES FZE Applications and implementation, customization and other consulting Software. Any acquisition by Reseller of such non-FOTOPIA TECHNOLOGIES FZE products or Software, and any exchange of data between Reseller or its Customers and any NON-FOTOPIA TECHNOLOGIES FZE provider, is solely between Reseller or the applicable Customer, as the case may be, and the applicable NON-FOTOPIA TECHNOLOGIES FZE provider. FOTOPIA TECHNOLOGIES FZE does not warrant or support NON-FOTOPIA TECHNOLOGIES FZE products or Software, whether or not they are designated by FOTOPIA TECHNOLOGIES FZE as “certified” or otherwise, except as specified in an Order Form. Subject to Section 3.6, no purchase of non-FOTOPIA TECHNOLOGIES FZE products or software is required to use the Software for an operating system, web browser and Internet connection, and in some cases Microsoft SharePoint.

#### **3.5 Non-FOTOPIA TECHNOLOGIES FZE Applications and Customer and Reseller Data**

If Reseller or any of its Customers installs or enables Non-FOTOPIA TECHNOLOGIES FZE applications for use with the Software, Reseller acknowledges that FOTOPIA TECHNOLOGIES FZE shall not be responsible for any disclosure, modification or deletion of any Customer Data and Reseller Data resulting from

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<sup>2</sup> Extinguishment of right, stopping something or blocking it.

any such access by Non-FOTOPIA TECHNOLOGIES FZE application providers.

### **3.6 Integration with Non-FOTOPIA TECHNOLOGIES FZE Software**

The Software may contain features designed to interoperate with NON-FOTOPIA TECHNOLOGIES FZE applications. To use such features, Reseller and Customers may be required to obtain access to such Non-FOTOPIA TECHNOLOGIES FZE applications from their providers. Some of third parties' SDKs and tools, FOTOPIA TECHNOLOGIES FZE licenses them and includes them in the package without additional charges. Other Tools will be purchased based upon customers' requirements, Sales Team decides upon the additional charges for that.

### **3.7 FOTOPIA TECHNOLOGIES FZE Protection of Customer Data**

FOTOPIA TECHNOLOGIES FZE shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customers' Data. FOTOPIA TECHNOLOGIES FZE shall not modify or disclose or access Customers' Data; except to provide the Software and prevent or address service or technical problems, or at Reseller's request in connection with Customer support matters.

### **3.8 Reseller Responsibilities**

Reseller shall (i) be responsible for Customers' and Users' compliance with FOTOPIA TECHNOLOGIES FZE's policies and procedures applicable to the Software; (ii) be responsible for the accuracy, quality and legality of the Customer's Data and of the means by which it was acquired. Reseller shall not: (a) make the Software available to anyone other than Customers and Users; (b) sell, resell, rent or lease the Software outside the Territory named herein above; (c) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use the Software to store or transmit Malicious Code; (e) interfere with or disrupt the integrity or performance of the Software or third-party data contained therein; or (f) attempt to gain unauthorized access to the Software or their related systems or networks. Reseller shall, solely at its own cost, employ at least one (1) experienced salesperson who is knowledgeable concerning the functions and advantages of the Software and at least one (1) experienced technical person who is knowledgeable concerning the functions, specifications and advantages of the Software. Based on the agreement, FOTOPIA TECHNOLOGIES FZE

## **4 PAYMENT TERMS AND TAXES**

### **4.1 Customer Pricing and Responsibility**

All fees, rates or charges charged by Reseller to Customers for the Software shall be determined solely by Reseller. FOTOPIA TECHNOLOGIES FZE shall have no authority or responsibility to determine such fees or other amounts, and FOTOPIA TECHNOLOGIES FZE shall have no responsibility for billing or collecting such fees or any other amounts from Customers. Reseller is solely responsible for payment to FOTOPIA TECHNOLOGIES FZE for all Fees for the software re-sold to Customers. In connection with such activities, Reseller will act in all respects for its own account and will be responsible for such matters as credit verification, deposits, billing, collection, bad debts, and any unauthorized use of the Software by or on behalf of Customers. FOTOPIA TECHNOLOGIES FZE is obligated only to Reseller, based on the signed contract, and not to Customers, with whom FOTOPIA TECHNOLOGIES FZE is not on privity<sup>3</sup> of contract.

### **4.2 Fees**

Reseller shall pay all Fees specified in all Order Forms pursuant to this Agreement. Except as otherwise specified in this Agreement or in an Order Form, (i) Fees are based on User licenses purchased for the Software and not based on actual usage, (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) the number of Users cannot be decreased during the license term stated on the applicable Order Form.

### **4.3 Payment Terms**

All payments under this Agreement shall be made within thirty (30) days after the receipt of the applicable invoice. All amounts are payable in United States dollars unless specified otherwise on the Order Form. Any amounts not paid when due shall accrue interest at the lesser of one- and one-half percent (1.5%) per month (19.57% annually) or the maximum rate allowed by law. If Reseller has been delinquent in its payments, FOTOPIA TECHNOLOGIES FZE may condition future license renewals and Order Forms on prepayment or payment terms shorter than those specified in this Section 4.3.

### **4.4 Suspension of the Software**

If any amount owing by Reseller under this or any other agreement for the Services is thirty (30) or more days overdue, FOTOPIA TECHNOLOGIES FZE may, without limiting FOTOPIA TECHNOLOGIES FZE's other rights and remedies, accelerate Reseller's unpaid Fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend provision of the Services to Reseller and the Customers until such amounts are paid in full. FOTOPIA TECHNOLOGIES FZE will give Reseller at least seven

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<sup>3</sup> Regarding or concerning



(7) days prior notice that its account is overdue, before suspending the Services.

#### **4.5 Taxes**

Unless otherwise stated, the Fees do not include any taxes, tariffs, duties, or similar governmental assessments of any nature, including but not limited to value-added, goods and services, harmonized, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Reseller is responsible for paying all Taxes associated with its purchases pursuant to this Agreement. If FOTOPA TECHNOLOGIES FZE has the legal obligation to pay or collect Taxes for which Reseller is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Reseller, unless Reseller provides FOTOPA TECHNOLOGIES FZE with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, FOTOPA TECHNOLOGIES FZE is solely responsible for taxes assessable against FOTOPA TECHNOLOGIES FZE based on its income, property and employees.

### **5 CONFIDENTIALITY**

#### **5.1 Confidential Information**

"Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary", or which the recipient knows or has reason to know is regarded by the disclosing party as such, including oral information. "Confidential Information" does not include any information that the receiving party can demonstrate by its written records: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such a disclosure; (d) is independently developed by the receiving party; (e) has been approved for release with the disclosing party's provided that prior written authorization, or (h) upon any termination of this Agreement, the receiving party will promptly return to the disclosing party or destroy, at the disclosing party's option, all of the disclosing party's Confidential Information.

#### **5.2 Other Exemptions**

Notwithstanding the foregoing provisions in this Section 5, the parties may disclose this Agreement: (i) as otherwise required by law or the rules of any stock exchange or over-the-counter trading system provided that reasonable measures are used to preserve the confidentiality of the Agreement, (ii) in confidence to legal counsel, (iii) in connection with the requirements of a public offering or securities filing provided reasonable measures are used to obtain confidential treatment for the

proposed disclosure, to the extent such treatment is available, (iv) in connection with the enforcement of this Agreement.

#### **5.3 Compelled Disclosure**

If a receiving party is compelled by law to disclose Confidential Information of a disclosing party, it shall provide the disclosing party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

### **6 WARRANTIES AND DISCLAIMERS**

#### **6.1 Warranties**

Each party warrants to the other party that: (i) such party is a business duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (ii) such party has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement; (iii) the execution, delivery, and performance of this Agreement constitutes the legal, valid, and binding agreement of such party; (iv) as of the Effective Date, there is no outstanding litigation, arbitrated matter or other dispute to which such party is a party, which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on such party's ability to fulfill its obligations under this Agreement; and (v) no consent, approval or withholding of objection is required from any entity, including any governmental authority, with respect to such party's entering into this Agreement. FOTOPA TECHNOLOGIES FZE warrants that (i) the Services shall perform materially in accordance with the User Guide, (ii) subject to Section 3.4 and 3.6, the functionality of the Software will not be decreased during a license term, and (iii) FOTOPA TECHNOLOGIES FZE will not transmit Malicious Code to Reseller or any Customers provided that if Reseller, a Customer or a User uploads a file containing Malicious Code into the Software and later downloads that file, this warranty shall not apply to such file.

#### **6.2 Disclaimer**

Except as specifically set forth in this section 6, the Software and the user guide are provided "as is" and without any representations, warranties and/or conditions of any kind. Each party and its licensors and/or suppliers make no other representations and give no other warranties or conditions, express, implied, statutory, or otherwise regarding the Software and/or the user guide provided under this agreement and each party specifically disclaims any and all implied representations, warranties and/or conditions of merchantability, merchantable quality, non-infringement, durability, title and fitness for

a particular purpose. Additionally, reseller acknowledges that FOTOPIA TECHNOLOGIES FZE does not represent or warrant or provide any conditions that the Software and/or the user guide will be error-free or work without interruptions.

## **7 TERM AND TERMINATION**

### **7.1 Term**

This Agreement shall commence as of the Effective Date and shall continue in effect for an initial term of three (3) years (such initial term referred to in this Agreement as the "Initial Term"). Thereafter, the term of the Agreement shall be automatically renewed annually on the anniversary of the Effective Date for additional one (1) year renewal terms (any such subsequent renewal terms referred to in this Agreement as a "Renewal Term"), unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term hereof. Collectively, the Initial Term and any subsequent Renewal Terms shall constitute the "Term".

### **7.2 Termination**

This Agreement may be terminated as follows: (a) if Reseller fails to make any payment due hereunder within thirty (30) days after receiving written notice from FOTOPIA TECHNOLOGIES FZE that such payment is delinquent, FOTOPIA TECHNOLOGIES FZE may terminate this Agreement on written notice to Reseller at any time following the end of such period; (b) if either party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching party may terminate this Agreement on written notice at any time following the end of such thirty (30) day period; (c) if either party becomes unable to pay its debts in the ordinary course of business as they come due, or makes an assignment for the benefit of creditors, then the other party may terminate this Agreement immediately upon notice; or (d) without cause, with a ninety (90) day written notice. If Reseller terminates this Agreement, such termination shall not affect Reseller's right to provide Customers with Reseller's own products and services that do not use or depend on the Software or any Deliverables.

### **7.3 Term of Purchased User Licenses**

User Licenses purchased by Reseller commence on the start date specified in the applicable Order Form and continue for the license term specified therein, even for one month. Except as otherwise specified in the applicable Order Form, all Users' licenses shall automatically renew for additional periods equal to the expiring license term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing

during any such renewal term shall be the same as that during the prior term unless FOTOPIA TECHNOLOGIES FZE has given Reseller written notice of a pricing increase at least sixty (60) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed seven percent (7%) of the pricing for the Software in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

### **7.4 Effect of Termination**

Upon expiration or termination of this Agreement, Reseller shall cease all use of the Software, and shall promptly return all copies of the User Guide to FOTOPIA TECHNOLOGIES FZE or else destroy those copies and provide assurances (signed by an officer of Reseller) to FOTOPIA TECHNOLOGIES FZE that he/she has done so.

## **8 GENERAL**

### **8.1 Invoices**

The terms, provisions or conditions of any purchase order or other business form or written authorization used by either party will have no effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of the receiving party to object to those terms, provisions or conditions.

### **8.2 Marketing Activities**

Following the execution of this Agreement, the parties may issue a joint press release highlighting the relationship contemplated by this Agreement. Notwithstanding the foregoing, neither party will publish a press announcement related to this Agreement without prior written consent of the other party.

### **8.3 Amendment**

No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.

### **8.4 Laws & Jurisdiction**

This Agreement shall be governed by the laws of UAE without regard to its conflict of law principles. The parties irrevocably apply to the exclusive jurisdiction of the courts of the UAE Civil Court. The parties confirm that it is their wish that this Agreement as well as all

other documents relating to this Agreement, including notices, be drawn up in English only.

### ***8.5 Compliance with Laws***

Each party shall comply with all applicable laws and regulations regarding the general conduct of business including without limitation all relevant anti-corruption and anti-bribery laws. Reseller agrees to fully comply with all export, re-export and import restrictions and regulations of all agencies and/or authorities of any applicable countries.

### ***8.6 Notices***

All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered to the addresses set forth above. Notice shall be considered delivered and effective on the earlier of actual receipt or when (a) personally delivered; (b) the day following transmission if sent by telex, telegram or facsimile when followed by written confirmation by registered overnight carrier or certified mail; or (c) one (1) day after posting when sent by registered private overnight carrier (e.g., DHL, Federal Express, etc.).

### ***8.7 Independent Contractors***

The parties are independent contractors. This Agreement does not create a legal partnership (notwithstanding any use of the term “partner” by the parties, which if used is meant only to convey a spirit of cooperation between the parties), joint venture, agency, employee/employer, relationship, or franchisee/franchisor relationship between the parties. Neither party shall have any right, power, or authority to create any obligation or responsibility on behalf of the other.

### ***8.8 Severability***

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

### ***8.9 Force Majeure***

Except for each party's obligations to pay money, neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including but not limited to acts of God, earthquakes, wars, terrorism, communication failures, strikes or shortages of materials.

### ***8.10 Headings and References***

The headings and captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.





**IN WITNESS WHEREOF**, the authorized representatives of the parties hereby bind the parties by signing below:

**Acknowledged and agreed to:**

<b>RESELLER</b>	<b>FOTOPIA TECHNOLOGIES FZE</b>
Signature	Signature
Name	Name
Title	Title
Date	Date