

PARTNER AGREEMENT

AGREEMENT NO.: IDENTIFIED ON SUPPLEMENT

1. **Appointment, Obligations.** The entity or entities identified below as well as in the Supplement (hereinafter individually and collectively referred to as “Manufacturer”) hereby appoint Company as an authorized, nonexclusive reseller and/or representative (“Partner”) of those Manufacturer products (“Products”) and/or Manufacturer services (“Services”) within the territory (“Area of Authorization”) identified in the Supplement and any other exhibit, schedule, appendix, attachment, addendum, or similar document attached hereto (each, an “Attachment,” and collectively, the “Attachments”), each of which is hereby incorporated into and made part of this Partner Agreement. As an authorized partner, Partner will:

- Purchase, promote, and sell, as applicable and within the authorized territory (the Area of Authorization), the Products and/or Services to end-user customers that are not affiliated with the Partner, in accordance with the terms of this Partner Agreement and all applicable policies, programs, procedures, and manuals issued and updated by Manufacturer from time to time for the relevant Area of Authorization (collectively, the “Policies”).
- Provide comprehensive pre- and post-sales support, as applicable, which may include pre-sale demonstrations and training, installation services, ongoing technical support, and hardware and software maintenance support.
- Serve as a liaison between Manufacturer and the customer with respect to the provision of Services.
- Maintain accurate records and provide point-of-sale data and other reports as required by the Manufacturer’s Policies or as otherwise reasonably requested by Manufacturer.
- Conduct its business in an ethical, professional, and commercially reasonable manner.
- Comply with all functional requirements and other obligations applicable to the Partner as set forth in the applicable Supplement.
- The Partner shall not appoint or engage any representative, agent, sub-distributor, dealer, or similar intermediary (each, an “Appointee”) to assist in the promotion and/or sale of the Products and/or Services in any Area of Authorization without the prior written consent of Manufacturer, which may be granted or withheld in Manufacturer’s sole and absolute discretion.
- Acknowledge and ensure that the Products and Services are designed, marketed, and intended exclusively for professional use by qualified and trained users, and shall inform its customers accordingly. The Partner shall not market, distribute, or sell the Products and Services to consumers or for personal, household, or other non-professional use, and shall maintain appropriate measures (including customer screening, contractual safeguards, and sales channel controls) to ensure compliance. The Partner shall take all reasonable steps to prevent any direct or indirect sale, resale, or diversion into unsupported consumer markets. Any breach of this provision constitutes a material breach of this Agreement.

Where Manufacturer consents to the appointment of an Appointee, the following shall apply:

- Prior to any such appointment, the Partner shall, at its sole cost and expense, complete all anti-corruption, anti-bribery, and due diligence requirements reasonably requested by Manufacturer, in a form provided or approved by Manufacturer. Such requirements may include, without limitation, conducting comprehensive background screenings of the proposed Appointee and obtaining the Appointee’s written agreement to comply with anti-corruption and anti-bribery requirements that are no less stringent than those applicable to the Partner under this Partner Agreement.
- Any Appointee shall be, and shall remain, solely the Partner’s independent contractor. No Appointee shall be deemed a representative, agent, distributor, dealer, or employee of Manufacturer, nor shall any Appointee acquire any rights against Manufacturer by virtue of such appointment.
- Each Appointee must, at all times, satisfy the functional, qualitative, and selection criteria applicable to the Partner, as set forth in the applicable Supplement.
- The Partner shall remain fully responsible for making all required inquiries and obtaining all end-user and end-use information, certifications, and statements to the extent required by applicable law or Manufacturer policies.
- The Partner shall ensure that each Appointee is informed of and complies with:
 - o Manufacturer’s General Terms and Conditions for Sale of Goods and Services, available at [Terms and Conditions](#) (“General Terms and Conditions”) and
 - o Section 6 of this Partner Agreement (Use of Trademark, Logo, and Manufacturer Name).

- If, in Manufacturer's sole and absolute judgment, any Appointee fails to comply with applicable laws or regulations, or engages in conduct or representations that may adversely affect Manufacturer's reputation or legitimate business interests, Manufacturer may require the Partner to immediately cease selling Products and/or Services to such Appointee, whether directly or indirectly, and/or require that such Appointee become directly subject to Manufacturer's anti-bribery and compliance program.

2. **Independent Contractors.** The relationship between the parties under this Partner Agreement is that of independent contractors. Nothing in this Partner Agreement shall be deemed to create any employment, agency, partnership, joint venture, or similar relationship between Manufacturer and Partner. Neither Partner nor any of its owners, directors, officers, employees, representatives, agents, or affiliates is authorized to represent itself as an employee or agent of Manufacturer, to appoint others as partners, distributors, resellers, or agents of Manufacturer, to enter into contracts or commitments on behalf of Manufacturer, or to bind or otherwise obligate Manufacturer in any manner.

3. **Confidentiality.** Partner will maintain in confidence for Manufacturer and not disclose to others or use for any purpose other than the performance of this Partner Agreement any information or materials received from Manufacturer that (i) are identified as confidential or proprietary either in writing or verbally or (ii) a reasonable person would understand to be confidential, given the nature or the circumstances surrounding their disclosure. Partner shall also keep confidential the terms and conditions of this Partner Agreement and the Supplement and any plans or strategies of Manufacturer which are shared with Partner.

4. **Software.** Some Products may be or include software or software-as-a-service (collectively, "Software"). The supply of Software by Manufacturer is subject to the Manufacturer End User License agreement available at <https://ralliant.com/terms-conditions>

5. **Prices and Discounts.** Manufacturer will exert a good faith effort to provide Partner with at least thirty (30) days' notice of any price increase or discount reduction.

6. **Trademark License to Partner.** Manufacturer grants to Partner a limited, nontransferable, nonexclusive license during the term of the relevant Supplement or this Agreement (as applicable) to use Manufacturer trademarks, service marks, trade dress, and other registered and common law trademarks, copyrights which are specifically associated with the Products and Services being sold by the Partner in photographs, graphics, and text, trade secrets and proprietary information (collectively referred to herein as "Intellectual Property") solely for the purpose of promoting and soliciting sales of the Products and/or Services under this Partner Agreement and only in accordance with guidelines issued by Manufacturer from time to time.

Manufacturer maintains exclusive title to trademarks and retains all rights not explicitly granted by this Agreement. Partner will not challenge or take any action that interferes with Manufacturer's rights in trademarks. Distributor shall not directly or indirectly use any trademarks, any part of trademarks, any trade names or service names confusingly similar to Manufacturer trademarks, trade names, and service names, as part of its business names or in any manner except as explicitly authorized by Manufacturer. Upon the earlier of expiration of the term or termination of this Agreement, any authorized rights to use Manufacturer trademarks, trade names, and service names in a business name shall revert to Manufacturer at no cost and Partner shall assist with perfecting, registering, or transferring any such rights. Partner shall not register or attempt to register trademarks, any part of trademarks, trade names, and service names confusingly similar to Manufacturer trademarks, trade names, and service names. Any such unauthorized registration will inure to the benefit of Manufacturer and not to the benefit of Partner. The provisions of this Section 6 shall survive the expiration of the term and termination of this Agreement.

7. **Compliance with Laws.**

Partner shall comply fully with all applicable laws, rules and regulations, including those of the United States, the home jurisdiction of Manufacturer, and any and all other jurisdictions globally, which apply to Partner's business activities under this Partner Agreement. Without limiting any provision in this Partner Agreement, Partner specifically agrees to the following:

- Partner represents and warrants to Manufacturer that Partner shall comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Partner's business activities in connection with this Partner Agreement, and that Partner will take no action that will cause Partner or Manufacturer to violate any such laws.
- Partner specifically represents and warrants to Manufacturer that Partner is familiar with the U.S. Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), and the U.K. Bribery Act and that Partner shall comply with the FCPA and U.K. Bribery Act and will take no action that will cause Partner or Manufacturer to violate these laws. Partner also represents and warrants that it understands and will adhere to the Standards of Ralliant Code of Conduct (Manufacturer's ultimate parent company or any successor in title thereof), published at [Code of Conduct](#), when transacting its business.
- It is the intent of Partner and Manufacturer, and Partner represents and warrants to Manufacturer, that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any

government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Partner or for Manufacturer, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Partner's activities related in any way to this Partner Agreement, including without limitation any payment of money or provision of anything of value to any employee of any customer in order to secure a sale.

- d) Partner agrees that should it learn or have reason to know of any offer, promise, payment or transfer of money or provision of anything of value that would violate the FCPA, the U.K. Bribery Act, Ralliant Corporation's Standards of Conduct or the anti-corruption and anti-bribery laws which apply to Partner's business activities in connection with this Partner Agreement, Partner shall immediately disclose it to Manufacturer.
- e) Partner shall provide annual certification of compliance with the FCPA, the U.K. Bribery Act, export control laws and regulations and all other laws applicable to Partner's activities related to this Partner Agreement in the form provided from time to time by Manufacturer. Partner shall participate in anti-corruption/anti-bribery training offered by Manufacturer as Manufacturer may direct from time to time.
- f) Manufacturer shall have reasonable access to Partner's books and records and the right to audit them on a periodic basis to ensure Partner's compliance with all applicable laws and the provisions of this Partner Agreement. Partner shall cooperate fully and promptly with any compliance investigation Manufacturer may initiate to review Partner's performance under this Section.
- g) Manufacturer may withhold payments under this Partner Agreement, suspend or cancel orders, reduce discounts applicable to Partner or terminate this Partner Agreement immediately if it believes, in its sole but reasonable judgment, that Partner has breached the foregoing Compliance with Laws provisions of this Partner Agreement or caused Manufacturer to violate the FCPA, U.K. Bribery Act, Ralliant Corporation's Standards of Conduct or other applicable laws. Manufacturer shall not be liable to Partner for any claim, losses, or damages related to Manufacturer's decision to exercise its rights under this provision.
- h) Partner shall defend, indemnify and hold harmless Manufacturer for any and all costs, fees, fines or damages caused by Partner's (including any sub-resellers of Partner) acts or omissions, regardless of legal theory, which violate any jurisdiction's anti-corruption or anti-bribery laws, rules or regulations.
- i) Partner acknowledges that one or more jurisdiction may now, or at a later date, require this Section or any annual certification to be altered to address the dynamic nature of anti-corruption or anti-bribery compliance. Any changes necessarily required to comply with such developments shall be timely communicated to Partner in writing, whether in a regional/territorial supplement or otherwise, and become a part of this Partner Agreement.

The following subsections (j) through (m) only apply to Partner(s) whose Area of Authorization includes the United States (in addition to the foregoing).

- j) Partner certifies that neither they nor any of their principals are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by the U.S. government. (k) Partner shall comply with all applicable laws, regulations, and executive orders concerning nondiscrimination in employment. The following are incorporated herein by reference, as applicable: (i) Executive Order 11246, as amended; (ii) Executive Order 13496 (and its implementing regulations at 29 C.F.R. Part 471); (iii) 41 C.F.R. Part 60-1.4(a); (iv) 29 C.F.R. Part 471, Appendix A to Subpart; (v) 41 C.F.R. 60-300.5(a); and (vi) 41 C.F.R. 60-741.5(a).
- k) Partner shall abide by the requirements of 41 C.F.R. 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- l) Partner shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
- m) Partner represents and warrants that (i) they have not been designated as a "specifically designated national and blocked person" on the most current list published by the Office of Foreign Asset Control of the U.S. Department of the Treasury ("OFAC") (the "List"); (ii) they are currently in compliance with and will at all times during the term of this Agreement remain in compliance with the regulations of OFAC and any statute, executive order (including Executive Order 13224 - Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; (iii) they will not transfer or permit the transfer of any controlling interest in their business to any person or entity who is, or any of whose beneficial owners are, listed on the List; and (iv) to the best of Manufacturer's knowledge, the preceding representations in (i), (ii), and (iii) are true for all sub-suppliers, vendors, and subcontractors on whose products or services Manufacturer will rely for any part of Manufacturer's performance under this Agreement.

9. Export Restrictions.

Products, Software and technical data supplied by Manufacturer are subject to export laws, regulations, controls and restrictions (referred to herein collectively as “export laws”). These export laws apply to all transactions, including domestic sales. Partner will comply with all applicable export laws regarding exports, re-exports and transfers, including obtaining all required country licenses, authorizations, or approvals as required by law. It is Partner's responsibility to determine which, if any export laws apply and which licenses are needed to transact business. Partner will inform each of its customers and second tier resellers, (where the circumstances suggest the customer may be re-selling or exporting) of applicable export laws at the time Partner resells or otherwise disposes of any Product, Software or technical data supplied by Manufacturer.

Products, Software and technical data may be subject to import laws, which may require registration, licensing or other authorizations for import into certain countries. Where Partner is the importer of record, it is Partner's responsibility to determine and comply with local Import requirements.

Partner agrees to maintain controls adequate to comply with applicable export laws and to certify its compliance annually. Manufacturer will provide Partner with the form of the certification and guidance on any export control/licensing requirements. Partner agrees to complete export control training no less than once every three years. Manufacturer will provide training materials and related knowledge review. Manufacturer reserves the right to cancel any order if requirements under the Partner Export Control Certification are not met.

Partner agrees to maintain complete records of all exports, re-exports, and transfers of Manufacturer Products, Software and technical data. Manufacturer reserves the right to review Partner's export control procedures and Point-of-Sale data for compliance with export laws. Non-compliance of export laws may result in cancellation of the violating order or termination of this Partner Agreement. Any Products sold in violation of export controls laws cannot be serviced or supported by Manufacturer. Warranty for any such Products is therefore void.

Partner shall provide annual certification of compliance with applicable export laws applicable to Partner's activities related to this Partner Agreement in a form provided by Manufacturer.

12. Personal Information: Partner agrees that with respect to any Personal Information, as defined in the Manufacturer Privacy Policy, it receives from Manufacturer concerning potential or actual customers of Manufacturer Products and/or Services, that it will use the information in accordance with the Manufacturer Privacy Policy available [here](#) and will not disclose the information to any third party except as provided in the applicable Manufacturer Privacy Policy in the relevant region.

13. LIMITATION OF LIABILITY. EXCEPT AS PROHIBITED BY LOCAL LAW, IN NO EVENT WILL MANUFACTURER, ITS REPRESENTATIVES, AFFILIATES BE LIABLE TO PARTNER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY EVEN IF SUCH DAMAGES WERE FORESEEABLE BY MANUFACTURER OR MANUFACTURER WAS ADVISED BY PARTNER OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED.

IN NO EVENT WILL MANUFACTURER' ENTIRE, AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE VALUE OF THE PRODUCTS AND/OR SERVICES PAID FOR BY PARTNER WHICH GAVE RISE TO THE CLAIM, REGARDLESS OF THE NATURE OF THE LIABILITY OR THE NATURE OR NUMBER OF CLAIMS GIVING RISE TO LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM AGAINST THE MANUFACTURER ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SERVICES, OR THIS PARTNER AGREEMENT MUST (I) BE NOTIFIED TO THE MANUFACTURER IN WRITING WITHOUT UNDUE DELAY AND, IN ANY EVENT, NO LATER THAN THIRTY (30) DAYS AFTER THE PARTNER BECOMES AWARE OR SHOULD REASONABLY HAVE BECOME AWARE OF THE EVENT GIVING RISE TO THE CLAIM, AND (II) BE FORMALLY BROUGHT WITHIN A MAXIMUM PERIOD OF TWO (2) YEARS FROM THE DATE OF DELIVERY OF THE RELEVANT PRODUCTS OR PERFORMANCE OF THE RELEVANT SERVICES, WHICHEVER OCCURS FIRST. FAILURE TO COMPLY WITH EITHER OF THESE REQUIREMENTS SHALL RESULT IN THE CLAIM BEING IRREVOCABLY TIME-BARRED AND UNENFORCEABLE. THE PROVISIONS OF THIS SECTION 13 SHALL SURVIVE THE EXPIRATION OF THE TERM AND TERMINATION OF THIS AGREEMENT.

10. Term, Expiration, Termination. The term of this Partner Agreement and Partner's appointment as an authorized Manufacturer Partner is dependent upon the attached Supplement(s) and, is made effective as of the Effective Date above and unless terminated early as provided for under this Partner Agreement, expires automatically as of the Expiration Date above. A Supplement, dependent upon Partner business and operational type, will be attached to this Partner Agreement. Its duration will not exceed the duration of this Partner Agreement. If the Supplement expires or is, for any reason, terminated before the scheduled expiry date of this Partner Agreement, this Partner Agreement will automatically terminate on the date when the Supplement expires or is terminated. Manufacturer may terminate this Partner Agreement and/or any Supplement upon sixty days' notice for convenience, and immediately upon notice for breach.

Termination or expiration of this Agreement or any Supplement shall not release either party from any obligation accrued or incurred prior to or in connection with such termination.

To the maximum extent allowed by applicable law, Manufacturer (I) shall not be liable for losses or damage of any kind, solely by reason of the expiration, termination or non-renewal of this Agreement or any Supplement, and (ii) the Partner shall not make any claim against Manufacturer for loss of compensation or profits, or for loss of prospective compensation or prospective profits, in respect of any sales contemplated or on account of any expenditures, investments or commitments made by Manufacturer in reliance upon this Agreement or any Supplement.

11. Electronic Communications. All agreement amendments, agreement renewals, notices, and other related communications under or relating to this Partner Agreement may be created and/or given with equal legal effect either in paper form or electronically. An electronic communication shall include, without limitation, a fax or an e-mail or an attachment to an e-mail. The parties agree that any such notices or other communications, from an authorized representative of the party concerned, shall constitute a "writing" and shall be considered "signed" by the party originating same. Any agreement amendments or agreement renewals requiring the signature of both parties shall be effective, if signed by authorized representatives of both parties, upon receipt of the counterpart or counter-signed document. All electronic communications properly addressed are deemed to be given upon transmission unless the sending party receives notification at the time of transmission that the transmission has been unsuccessful.

12. Assignment. Partner may not assign this Partner Agreement or any Supplement without the prior written consent of Manufacturer, which may be withheld in Manufacturer's sole and absolute discretion. Any assignment made by Partner without a prior written consent of Manufacturer shall be void and constitute a material breach, which shall entitle Manufacturer to immediate termination of the Partner Agreement or the Supplement, as relevant.

17. Governing Law. Disputes. The rights and obligations of the parties shall be governed by and construed in accordance with the laws of the jurisdiction where the Manufacturer selling entity is incorporated without giving effect to its principles of conflict of laws, and exclusive venue shall be in the courts of said jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

14. Waiver. The failure of either party to enforce at any time any provision of these terms and conditions will not be construed as a waiver of such provision or the right to subsequently enforce each and every provision. No waiver by either party, either express or implied, of any other breach of any of these terms and conditions will be construed as a waiver of any other breach of such term or condition.

15. Severability. If any term or provision herein is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision herein or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Survival. The provisions herein that by their nature continue, will survive any expiration, cancelation, or termination.

17. Entire Agreement, Order of Precedence. The entirety of this Partner Agreement shall include, in order of precedence, the attached and any successor Supplements, these pages titled Manufacturer Partner Agreement, the applicable Manufacturer Policy and Procedure Manual and the Manufacturer General Terms and Conditions for the Sale of Goods and Services published at [Terms and Conditions](#). This Partner Agreement may not be modified except in writing signed by both parties.

[OpCo Name]

[Partner Company Name]

By:

By:

(Authorized Representative)

(Authorized Representative)

Name:

Name:

Title:

Title:

Date:

Date: