

By placing orders on this website, you (hereinafter called the "Dealer") hereby agree to enter into this dealership agreement (this "**Agreement**") with Synnex Technology International (HK) Limited, a company incorporated in Hong Kong with limited liability and whose registered office is situate at 16/F, Metro Centre I, 32 Lam Hing Street, Kowloon Bay, Kowloon, H.K. (hereinafter called "**Synnex**"). This Agreement defines the relationship in respect of the sale of the Products (as defined herein) from a third party service provider via Synnex to the Dealer.

INTERPRETATION

1. In this Agreement, unless otherwise expressly defined:

- 1.1. "**Business Day**" means a day (other than a Saturday, Sunday, public holidays and days on which a tropical cyclone warning signal no.8 or above or a black rainstorm warning signal is issued in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours and "**Business Days**" shall be construed accordingly;
- 1.2. "**Cloud Services**" means cloud services being the access to and use of through the internet an online platform (which meaning may be defined, described or communicated to the Dealer from time to time) which may be owned and/or operated by one or more third party(ies) (the "**Service Provider**");
- 1.3. "**Confidential Information**" means information in whatsoever format (whether oral, written, visual or otherwise) concerning the business, affairs, operation, data, trade secret or financial records of the Parties (as the case may be) and any other proprietary information of the Parties (as the case may be);
- 1.4. "**End Customer Agreement**" means the agreement to be entered into between the Dealer and the End Customer under the terms and conditions provided by or made available by Synnex and/or the ultimate Products' provider to the Dealer and the End Customer from time to time;
- 1.5. "**End Customer**" means any end user(s) or end customer(s) to which the Dealer resell the Products, who does not conduct any business of reselling the Products and "**End Customers**" shall be construed accordingly;
- 1.6. "**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;
- 1.7. "**Portal**" means the online portal or website as designated by Synnex at its sole and absolute discretion from time to time for the Supply of the Products under this Agreement and includes the web-page before a person logging in;
- 1.8. "**Products**" means (where applicable) good(s) and service(s) (including but not limited to the Cloud Services), licence(s) to use software or application(s), or

other associated product(s) and service(s) as may be made available to the Dealer at the Portal from time to time;

- 1.9. **"Representatives"** means (in respect of the Dealer) directors, officers, employees and/or agents of the Dealer and any other persons acting for and on behalf of the Dealer individually or collectively;
 - 1.10. **"Dealer Application Form"** means the application form made available at the Portal or otherwise by Synnex from time to time by which a person applies to become a Dealer of Synnex under this Agreement;
 - 1.11. **"Supply"** in its verb form means deliver, provide, grant or supply (as the case may be) and its noun form means delivery, provision, grant or supply (as the case may be). **"Supplied"**, **"Supplying"** **"re-Supply"** and **"un-Supplied"** shall be construed accordingly.
 - 1.12. **"T & C"** means the general terms and conditions of Synnex (**"General T & C"**) and such other terms and conditions as applicable to the related Product as uploaded onto the Portal from time to time (**"Product T & C"**);
2. Unless the context otherwise requires:
 - 2.1. words in the singular include the plural, and vice versa;
 - 2.2. words importing any gender include all genders;
 - 2.3. a reference to a person includes a reference to an individual, a body corporate and to an unincorporated body of persons;
 - 2.4. a reference to an ordinance, a regulation or other statutory provisions shall include references to such ordinance, regulation or other statutory provisions as from time to time amended, codified or re-enacted; and
 - 2.5. the expressions "Dealer" and "Synnex" shall include their respective successors and permitted assigns.
 3. References in this Agreement to Clauses, Recitals or Schedules are to clauses, recitals or schedules (as the case may be) of or to this Agreement (unless the context otherwise requires). The recitals and schedules to this Agreement shall be deemed to form an inseparable part of this Agreement.
 4. Headings are inserted for convenience only and do not affect interpretation.

DURATION

5. This Agreement shall be effective upon signing and on the date first above written (**"the Effective Date"**) and shall remain valid and continue in full force and effect until terminated by either party to this Agreement pursuant to Clause 23.

ORDERS

6. Any order for the Supply of the Products under this Agreement shall be placed by the Dealer at the Portal. Dealer must choose and purchase a Product available to the End Customer therein. However, any subsequent changes in the concerned order shall be made by the Dealer directly with the Service Provider without any need to approach or communicate with Synnex.
7. (1) Any order so placed by the Dealer shall be deemed to be an order incorporating the following (collectively "**Terms and Conditions**"):
 - (a) all terms and conditions of this Agreement; and
 - (b) all T & C of the relevant Products.

(2) Should there be any inconsistencies between the T & C on one hand and the terms and conditions of this Agreement on the other, the T & C shall prevail. Shall there be any inconsistencies between the General T & C on one hand and Product T & C on the other, the Product T & C shall prevail.

(3) By placing an order at the Portal, Dealer and End Customer commits in advance to purchase a specific quantity of Products for use during a Term and to pay per Synnex's demand or on a periodic period basis for continued use of the Product.
8. The Dealer acknowledges and agrees that the T & C may be revised by Synnex and the Service Provider(s) from time to time. For the avoidance of doubt, the Dealer agrees that it shall have the responsibility to re-visit and read through the Terms and Conditions before placing an order. The Dealer represents and warrants that each and every time it places an order at the Portal, it shall have fully reviewed and agreed to the content of all of the Terms and Conditions. The Dealer shall not rely on any course of dealing with Synnex and the Service Provider(s) without fully reviewing the Terms and Conditions.
9. For the avoidance of doubt, all Products and prices made available at the Portal shall be deemed to be invitations to treat in law and all orders placed by the Dealer at the Portal shall be deemed to be offers in law. Synnex and/or the Service Provider(s) shall have the sole and absolute discretion to accept or reject any order placed by the Dealer and no contract of whatsoever nature shall be formed unless and until Synnex and/or the Service Provider(s) has confirmed and accepted such order in writing.
10. Except otherwise mentioned, all prices given at the Portal are in Hong Kong Dollars and are exclusive of any applicable tax, import, duty or other levies shall be borne solely by the Dealer.

PRODUCTS AND CLOUD SERVICES

11. The Dealer may purchase the type of Products at the Portal for their own use or for resale to the End Customers provided that

- 11.1. the Dealer shall obtain all necessary prior consents and approvals from the End Customer in accordance with all applicable privacy laws prior to placing any order at the Portal which contains or reveals personal data or information of an End Customer. By placing an order at the Portal, the Dealer warrants and represents to Synnex and the Service Provider that the said prior consents and approvals have been obtained;
- 11.2. as a condition precedent of giving an End Customer access to and allowing the End Customer to use the Products, the Dealer shall take all necessary steps to procure and ensure that the End Customer has entered into the End Customer Agreement and accepted all terms and conditions thereof;
- 11.3. by placing an order at the Portal, the Dealer
 - (a) represents and warrants to Synnex and the Service Provider that the End Customer has entered into the End Customer Agreement and accepted all terms and conditions thereof; and
 - (b) agrees to be liable to Synnex and the Service Provider for and indemnify Synnex and the Service Provider as well as hold Synnex and the Service Provider harmless from and against all costs, damages, injuries, liabilities, costs and expenses as a result of or in connection with any failure on part of the End Customer to accept, perform or comply with any of the terms of the End Customer Agreement or any failure to perform or comply with or breach of any provisions of this Agreement by the Dealer;
- 11.4. the Dealer agrees and acknowledges that the Supply of the Products and/or the Products to itself or to its End Customer may be subject to the discretion of the Service Provider, on which Synnex will have no control. In the event that the Products could no longer be Supplied to the Dealer by reason that the Service Provider ceases to Supply the Products or otherwise, Synnex shall opt to terminate the contract for the Supply of the Products and the parties hereto shall have no claim against each other. In the event that the Service Provider refuses or ceases to Supply the Products to an End Customer or otherwise terminates an End Customer's status as an End Customer (the "**End Customer Termination**"), the Dealer shall upon notification by Synnex and/or the Service Provider immediately stop placing orders for or on behalf of that End Customer. However, the End Customer Termination shall not affect Synnex's right to invoice the Dealer, or the Dealer's obligation to pay Synnex, for any order placed by the Dealer before the End Customer Termination. The Dealer shall have no claim against the Synnex for damages or lost profits resulting from or in connection with the End Customer Termination. Without prejudice to the provisions contained herein, Synnex's liability to the Dealer is limited in accordance with Clause 31;
- 11.5. the Dealer agrees and acknowledges that they will not resell the Products to its End Customer in its original state and packaging and without first incorporating their own brand name/trading name and product packaging on the Products, or

alternatively to resell the Products as a solution pack type of product to their End Customers;

11.6. the Dealer shall comply with and take all necessary steps to ensure that an End Customer complies with all applicable laws and regulations in relation to the access to, use of or attempt to access or use the Products;

11.7. the Dealer shall never:-

- (a) license, sublicense, transfer, assign, resell or otherwise make the Products or any part of the Products available to any third parties who are not End Customer;
- (b) modify, alter, reverse, engineer, decompile, disassemble or make derivative works of the Products or any part of the Products;
- (c) access or use the Products for any reason other than to resell the Products to End Customers or to manage its business relationship with End Customers;
- (d) copy or reproduce any part of the Products except as expressly permitted under this Agreement; or
- (e) remove any trademarks, copyright works or notices of similar rights from the Products and any documentation provided to the Dealer as part of the Products;

11.8. the Dealer shall take all necessary steps to ensure that its End Customers do not use the Products for any illegal or illegitimate purposes including, but not limited to:

- (a) storing or transmitting illegal content, pornography or other sexually explicit information and images;
- (b) selling illegal goods or services, including without limitation goods or services which will infringe other persons' trade mark or other intellectual property rights;
- (c) breaching or otherwise circumventing any security or authentication measures;
- (d) circumventing storage space limits;
- (e) violating any applicable laws or regulations in any way, including but not limited to storing, publishing or sharing material that is fraudulent, defamatory or misleading; and
- (f) sending unsolicited communications, promotions or advertisements or spam;

- 11.9. the Dealer shall promptly inform Synnex in writing about any known or suspected non-performance, breach or violation by an End Customer of any terms, conditions or other provisions of the End Customer Agreement; and
- 11.10. the Dealer shall be solely responsible for all actions of End Customers in accessing, using or attempting to access or use the Products. The Dealer shall indemnify Synnex and hold Synnex harmless from and against any loss, damage, injury, liability, claim, proceeding, costs or expenses (including but not limited to all legal costs and any other associated fees or costs) arising out of or in connection with an End Customer's access to, use of or attempt to access or use the Products.
- 11.11. If End Customers grant any rights to its affiliates or third parties with respect to the Products, such Affiliates or third parties will be bound by this Agreement also and End Customers agree to be jointly and severally liable for any actions of such its affiliates or third parties related to their use of the Products.

SUPPLY OF PRODUCTS

12. The Dealer shall follow the instructions or procure the End Customer to follow the instructions of Synnex and/or the Service Provider (as the case may be) to take delivery of, access to or activate (as the case may be) the Products within the time as may be specified by Synnex and/or the Service Provider (as the case may be) from time to time.
13. Any dates and times quoted for the Supply of the Products shall be estimates only. The obligation to pay for part or whole of the Products on the part of the Dealer shall not be affected by reason of any delay in Supply. Synnex shall not be liable to the Dealer or be deemed to be in breach of this Agreement or a contract for the Supply of the Products for any delay in Supplying or any failure to Supply the Products if the delay or failure was due to any cause beyond Synnex's reasonable control.
14. The Dealer shall accept or acquire the Products from Synnex in accordance with this Agreement for the sole purpose of reselling those Products to End-Customers in the ordinary course of the Dealer's business. The Dealer shall not acquire the Products for its own use. The Dealer represents and warrants that it is not a consumer within the meaning of the Control of Exemption Clauses Ordinance (Cap. 71, Laws of Hong Kong) in dealing with Synnex.
15. The Dealer shall not and shall have no authority to enter into any contract of sale with an End Customer on behalf or in the name of Synnex.

PAYMENT

16. Prices for each of the Products and any terms and conditions for invoicing and payment will be established by the Service Provider. Invoices for the Products will be issued upon acceptance of an order placed by the Dealer. The Dealer shall fully pay for the price, invoiced free and clear of any tax or other deductions or withholdings of any nature within the period of time as specified in the invoice issued. The Dealer shall

make payments in accordance with the instructions and in such manner as stated in the invoice or otherwise specified therein from time to time. For the avoidance of doubt, no payment shall be deemed to have been made until funds are cleared.

17. If the Dealer fails to make any payment on the due date then, without limiting any other right or remedy available to Synnex, Synnex may:
 - 17.1. cancel the contract for Supply of the Products; and
 - 17.2. appropriate any payment made by the Dealer to such of the Products (or any products supplied under any other contract between the Dealer and Synnex), if any, as Synnex may at its sole and absolute discretion think fit.
18. For the avoidance of doubt, the Dealer's obligation to pay shall not be affected by any failure on part of an End Customer or any other persons to pay the Dealer due to whatsoever reasons (including but not limited to insolvency).
19. In the event of any default in payment by the Dealer, without prejudice to any other rights and remedies of Synnex and the Service Provider, the Dealer shall pay to Synnex and the Service Provider all costs of and incidentals to the recovery of such sums as may be due, including all mercantile and like fees and legal fees, filing fees, stamp duty, taxes or any other fees payable, or incurred in relation to such recovery process and interests.

PROPERTY AND RISK

20. Risks shall for all purposes pass to the Dealer once the Products or the source codes of the Products (as the case maybe) are Supplied to the End Customer.
21. Until the Service Provider has been paid in full by the Dealer for the Supply of the the Products hereinunder:
 - 21.1. Irrespective of whether risks have passed or not, all rights, interests and title in and to the Products, whether already Supplied to the Dealer or not, shall remain with the Service Provider. Notwithstanding that rights, interests and title in and to the Products shall not pass, Synnex and/or the Service Provider shall be entitled to demand or sue for the price of the Products or any other kinds of unpaid amounts once payments have become due.
 - 21.2. Without prejudice to the generality of Clause 21.1, any goods delivered to the Dealer shall remain as property of the Service Provider and the Dealer shall (a) place such goods at the disposal of the Operartor which shall be entitled to enter upon any premises of the Dealer for the purpose of repossessing such goods from the premises; (b) hold those goods as the Service Provider's fiduciary agent and bailee; (c) insure the goods for their full replacement value; (d) store the goods separately in a way that enables them to be clearly identified as the property of the Service Provider; and (e) not pledge, grant a security interest over or in any way grant a charge by way of security for any indebtedness over any of the goods.

Notwithstanding that the property and title of the goods shall not pass, Synnex and/or the Service Provider shall be entitled to demand or sue for the price or any other unpaid amount together with all reasonable expenses so incurred once payment has become due.

22. No right, title or interest in any trade marks, copyright works or intellectual property of the Service Provider has been or will be acquired by the Dealer under this Agreement. For the avoidance of doubt, the Dealer shall not use any trade mark of Synnex and the Service Provider or use any sign or mark which is confusingly similar to the trade marks of Synnex and the Service Provider or otherwise infringe or adversely affect any of the intellectual property rights of Synnex and the Service Provider.

INDEMNITY

The Dealer hereby undertakes and covenants with Synnex to indemnify Synnex and its respective directors, officers, employees and/or agents (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**") and keep each of the Indemnified Parties fully and effectively indemnified on a continuing and full indemnity basis and on demand against all actions, claims (whether or not any such claim involves or results in any actions or proceedings) and proceedings from time to time made against, and all losses and damage suffered and all payments, costs or expenses (except for any loss or damage arisen out of any gross negligence or fraud on the part of Synnex) made or incurred (including, without limitation, on a full indemnity basis all payments, costs, liabilities or expenses made or incurred arising out of or in connection with the settlement of any such actions, claims and proceedings or the enforcement of any such settlement of any judgment obtained in respect of any such actions, claims and proceedings) by, such Indemnified Party arising out of or in connection with or by reason of **(i) any breach or alleged breach on the part of the Dealer; (ii) any of its Representatives of any of their obligations under or the representations and warranties or other provisions of this Agreement; (iii) any gross negligence or willful misconduct by Dealer in carrying out its obligations under this Agreement; and (iv) any claims for infringement of intellectual property rights in relation to any Products if such claims are attributable to the incorporation of the Products into Dealer's products with any unauthorized modification of Products.** The indemnities shall include (without prejudice to the generality of the indemnities) all costs, charges and expenses which the Indemnified Parties may reasonably incur or pay in instituting, disputing, settling or compromising any claim (whether or not any such claim involves or results in any actions or proceedings) to which the indemnities might relate and in establishing their right to indemnification in respect of any claim.

TERMINATION

23. Without prejudice to Synnex's rights or remedies arising from a breach of the terms of this Agreement under all applicable laws and regulations:-
 - 23.1. Synnex may terminate this Agreement with immediate effect at any time by a written notice if the Dealer commits a breach of any of the provisions of this

Agreement and (where such breach is remediable) the Dealer fails to remedy that breach within a period of thirty (30) days following receipt of a written notice of default giving particulars of the breach and requiring it to be remedied.

23.2. The events mentioned below are expressly exempted from Clause 23.1 and Synnex shall have the right to terminate this Agreement with immediate effect at any time by a written notice to the Dealer upon occurrence of any or more of the following events (the "**Event of Default**"):

- (a) Declared insolvency, bankruptcy, reorganization or liquidation (whether compulsory or voluntary) of the Dealer;
- (b) A petition is presented for the winding up of the Dealer and is not discharged within thirty (30) days or the Dealer otherwise enters into insolvency proceedings;
- (c) The Dealer ceases to carry on business;
- (d) A distraint or execution is levied on or enforced upon or against any of the assets or other property or undertaking of the Dealer or if a receiver, or administrator receiver, or liquidator or other similar officer is appointed over all or any part of the Dealer's assets and is not removed within seven (7) days of the appointment;
- (e) The Dealer proposes or enters into any arrangement or compromise for the benefit of one or more of its creditors;
- (f) The Dealer enters or purports to enter into any contract of sale with an End Customer on behalf or in the name of Synnex;
- (g) Recurrent violation by the Dealer of any of its obligations contemplated in this Agreement and 'recurrent event' here means any violation of any provisions of this Agreement on two (2) or more times in any given period of twelve (12) consecutive months, regardless of the Dealer having or not remedied the failure after receiving notification from Synnex and/or the Service Provider;
- (h) A material breach of this Agreement by the Dealer;
- (i) A breach of any of the provisions of this Agreement which is not remediable by the Dealer;
- (j) The Dealer provides Synnex and/or the Service Provider with false or inaccurate information including without limitation to information provided in the Dealer Application Form;
- (k) Any act by Dealer that, based on the reasonable opinion of Synnex and/or the Service Provider, is contrary to the interests of Synnex and/or the

Service Provider and can have public repercussion and negatively affect the reputation of Synnex and/or the Service Provider;

- (l) Transfer/assignment or proposed transfer/assignment of any right, interest and/or title in and to this Agreement in breach of this Agreement by the Dealer;
- (m) The Dealer becomes a defendant of any civil and criminal claim commenced in the courts of Hong Kong.

- 23.3. Either Synnex or the Dealer may terminate this Agreement without cause by giving the other not less than one (1) month's prior written notice.
24. Upon the occurrence of an Event of Default, without limiting any other right or remedy of Synnex, all moneys owing by the Dealer to Synnex shall forthwith become due and payable. The Dealer shall forthwith pay to Synnex the full amount of all sums due from the Dealer to Synnex.
25. Upon termination of this Agreement for whatever reason, without prejudice to any other rights or remedies Synnex and/or the Service Provider may have:
- 25.1. the Dealer shall forthwith pay to Synnex and/or the Service Provider the full amount of all moneys due from the Dealer to Synnex at the date of termination; and
 - 25.2. the Dealer shall not, in connection with the termination of this Agreement, have the right to claim any indemnity, reimbursement or compensation for alleged loss of clientele, goodwill and profits.
26. For the avoidance of doubt, should this Agreement or any contract of the Supply of the Products to the Dealer be terminated, Synnex shall not have the obligation to purchase back, accept the return of or refund for any Products that have been Supplied to the Dealer under this Agreement.

PRESERVATION OF PRE-EXISTING RIGHTS

27. The termination of this Agreement shall be without prejudice to all rights which may have accrued to either party to this Agreement prior to the date of such termination.
28. Upon the termination of this Agreement, Synnex shall have the right to (without notice) cancel orders which were accepted prior to the termination of this Agreement if the Products under such orders have not been Supplied by Synnex to the End Customer and upon such cancellation Synnex shall have no obligation to Supply the Products under the orders to the End Customer and will not charge for such un-Supplied Products. Synnex will not be responsible for any commitment and undertaking made by the Dealer to the End Customer (whether cancellable or not), nor could the Dealer and/or the End Customer hold Synnex liable for any losses and damages suffered by them as a result of such termination.

Notwithstanding the aforesaid, Synnex may opt, at its sole and absolute discretion, to continue to Supply the Products to the End Customer and charge accordingly under orders which were accepted prior to the termination of this Agreement as if the Agreement had not been terminated. If Synnex opts to do so, this Agreement shall remain in full force and effect in respect of those orders. This Clause 28 shall survive termination of this Agreement.

NO WARRANTY

29. Synnex has not given any warranty or condition express or implied in respect of the Products or the Supply of the Products. All warranties or conditions of any nature whatsoever which might be implied whether at common law or otherwise are hereby expressly excluded. In particular:
 - 29.1. no express or implied warranties or conditions have been given as to the merchantable quality or fitness for purpose in respect of any goods to be Supplied. Any such warranties or conditions implied by law are expressly excluded;
 - 29.2. no express or implied warranties or conditions has been given as to reasonable care and skill in carrying out a service or reasonable time for performance of a service in respect of any services to be Supplied. Any such warranties or conditions implied by law are expressly excluded;
 - 29.3. any warranties or conditions implied by the Supply of Services (Implied Terms) Ordinance (Cap. 457 of Laws of Hong Kong) or the Sale of Goods Ordinance (Cap. 26 of Laws of Hong Kong) are expressly excluded;
 - 29.4. no express or implied warranties or conditions as to non-infringement of intellectual property rights have been given and for the avoidance of doubt, Synnex shall have no responsibility for any claims for infringement of intellectual property rights pertaining to the Supply or use of the Products;
 - 29.5. if any of the above warranties or conditions under this Clause 29 are given or if the Products are made subject to any of the above warranties or conditions under this Clause 29 the same shall be deemed to be expressly excluded, withdrawn and disclaimed.
30. The Dealer agrees that the Products and the use of the Portal is and shall be on an "as is" basis and Synnex makes no representations or warranties of any kind and disclaims all representations and warranties with respect to the Portal or the Products.

LIABILITY

31. To the maximum extent permissible by the law,
 - 31.1. Except for death or personal injury caused by Synnex's gross negligence, or except as expressly provided in this Agreement, Synnex shall not be liable to the Dealer or its Representatives for any direct, indirect, incidental or consequential

loss, damages, injuries, liabilities, proceedings, demands, costs or expenses of any nature howsoever caused (whether based on tort, contract or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly from, or in connection with, or in any way attributed to the performance of, this Agreement or a contract for the Supply of the Products.

- 31.2. Without prejudice to the generality of Clause 31.1, all claims against Synnex whether in contract, in tort or otherwise shall be barred and extinguished by the mere expiration of 12 months from and inclusive of the date on which the Products are Supplied to the Dealer and the Dealer shall not raise such claim.

GOVERNING LAW

32. This Agreement and all contracts for the Supply of the Products entered into between Synnex and the Dealer under this Agreement are subject to, interpreted in accordance with and governed by the law of Hong Kong and Synnex and Dealer agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

CONFIDENTIALITY

33. A party to this Agreement receiving any Confidential Information of any disclosing party shall protect the confidentiality and secrecy of such Confidential Information and shall prevent any improper disclosure or use thereof by its employees, agents, contractors or consultants or otherwise, in the same manner and with the same degree of care (but in no event less than a reasonable degree of care) as it shall use in protecting its own information of a confidential nature. Each party agrees to provide notice to the other immediately after knowing of or having reason to suspect a breach of any of the said restrictions. Notwithstanding the foregoing in this Clause 33, each party to this Agreement may disclose the other party's Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the receiving party uses reasonable efforts to limit the disclosure and (to the extent permitted by law) provides the disclosing party a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.
34. Each party to this Agreement retains for itself all proprietary rights it possesses in and to all of its own Confidential Information. Accordingly, Confidential Information which the disclosing party may furnish to the receiving party shall be in the receiving party's possession pursuant only to a restrictive, non-transferable, non-exclusive license under which the receiving party may use such Confidential Information under this Agreement, solely for the purposes of satisfying its obligations hereunder.

GENERAL

35. Unless otherwise provided in this Agreement, time shall in all aspects and for all purposes be of the essence of this Agreement and a contract for the Supply of the Products.

Notices

36. Every notice, request, demand or other communication under this Agreement shall:-
- 36.1. be in writing, delivered personally or by post or facsimile transmission;
 - 36.2. be deemed to have been received, subject as otherwise provided in this Agreement, in the case of a facsimile transmission upon the obtaining of a machine-printed report confirming transmission and in the case of a letter when delivered personally or 3 days after it has been put into the post; and
 - 36.3. be sent:
 - (a) to Synnex at:
16/F, Metro Centre I, 32 Lam Hing Street, Kowloon Bay, Kowloon, H.K.;
 - (b) to the Dealer at:
ADDRESS OF DEALER FOR SERVICE OF NOTICES.or such other address or facsimile number as is notified by a party hereto to the other.
37. Any document (including notice of legal process) required to be served under this Agreement shall be sufficiently served if it is served to the address given under Clause 36.
38. Any failure, delay, forbearance, indulgence, overlooking or silence on the part of Synnex, including but not limited to failure, delay, forbearance, indulgence, overlooking or silence to insist or in insisting upon strict performance of an obligation under this Agreement shall not be deemed a waiver of any rights of Synnex thereunder or a waiver of any subsequent breach by the Dealer thereunder.
39. Synnex and the Dealer are and shall be independent contractors to one another, and for the avoidance of doubt nothing herein shall be deemed to cause this Agreement to create an agency, partnership, joint venture or employment relationship between the parties. Dealer is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of Synnex or to bind Synnex in any manner or thing whatsoever; nor is Synnex granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of Dealer or to bind Dealer in any manner or thing whatsoever.
40. The Dealer shall not voluntarily or by operation of law assign or transfer this Agreement or any of the rights, duties, or interests hereunder without prior written consent of Synnex and any such purported assignment or transfer shall be void.

41. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
42. Save and except the operation of Clause 23 for the benefit of the Indemnified Parties and every Indemnified Party:
 - 42.1. This Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and shall not create or give any rights to or purport to confer any benefits on any third parties whatsoever. The application of the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) and/or any comparable law in any jurisdiction giving to or conferring on third parties the right to enforce any term of this Agreement is expressly excluded and on no terms of this Agreement is, or intended to be, enforceable by any person or entity not being a party to it.
 - 42.2. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement, or any term of this Agreement, are not subject to the consent of any third party.
43. The Dealer shall follow all laws and procedures and take all action which is necessary or required for agreements of this type by the laws, treaties or regulations applicable in any relevant territory or jurisdiction.
44. Force Majeure -- Neither party to this Agreement shall be liable to the other for any delay in performance or failure to perform, in whole or in part, due to labour dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, civil commotion, act of public enemy, accident, fire, flood, earthquake, or other act of God, act of any governmental authority, judicial action, computer virus or worm, or similar causes beyond the reasonable control of such party provided that if any such event of force majeure occurs, the party affected by such an event of force majeure shall notify the other party as promptly as it is reasonably practicable of such event and take all reasonable actions to avoid the effect of such event.
45. Clauses or parts of Clauses of this Agreement which shall be or be determined to be invalid shall be ineffective, but such invalidity shall not affect the remaining clauses or parts of clauses herein. The titles to the (sub-)clauses and schedule(s) hereto (if any) are for convenience only and have no substantive effect.
46. This Agreement, including the Schedule(s) attached hereto (if any) and incorporated as an integral part of this agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous terms and conditions by and between Synnex and the Dealers as well as all proposals, oral or written, and all negotiations, conversations or discussions heretofore between the parties related to this Agreement. The Dealer agrees and acknowledges that it has not been induced to enter into this agreement by any representations or statements, oral or written, not expressly contained herein and has not relied on the same in entering into this Agreement.