

Terms of Service

These Terms of Service (“**Terms**”) govern Customer’s use of the Services and/or Service Platform.

CUSTOMER SHALL CAREFULLY READ THESE TERMS BEFORE ACCEPTING THEM. BY INDICATING ACCEPTANCE OF THESE TERMS, OR BY USING THE SERVICES AND/OR SERVICE PLATFORM, CUSTOMER ACCEPTS THESE TERMS AND CONCLUDES A LEGALLY BINDING CONTRACT BETWEEN CUSTOMER AND SERVICE PROVIDER. IF CUSTOMER DOES NOT HAVE SUCH AUTHORITY TO ENTER INTO SUCH A CONTRACT, OR IF CUSTOMER DOES NOT AGREE WITH THESE TERMS, THE CUSTOMER SHALL NOT TAKE ANY ACTIONS INDICATING ACCEPTANCE OF THESE TERMS AND SHALL NOT USE THE SERVICES AND/OR SERVICE PLATFORM.

1. Definitions

1.1. In this document and the resulting or associated relations of the Parties, the following terms and definitions shall be used:

1.1.1. **Acceptance** shall mean acceptance of the Offer on the terms and conditions of these Terms by the Customer performing actions specified in section 9 of the Terms thus creating the Order.

1.1.2. **Additional Service** shall mean a Service provided to the Customer as part of Service Package for an additional fee and shall not be included in the list and (or) scope of Services paid by the Customer in accordance with the Tier chosen by him/her.

1.1.3. **Brief** shall mean information generated as a result of the provision of the Service about the available programs for obtaining nationality (residence permit) in different countries of the world in accordance with the initial data provided by the Customer independently using the Service Platform.

1.1.4. **Customer** shall mean any person who uses the Service. If an organization has authorized or otherwise permits the person to use the Service (which includes accessing, downloading or utilizing any component of the Service) for its benefit, “Customer” also includes such organization.

1.1.5. **License Key** shall mean an alphanumeric sequence provided by the Service Provider to the Customer by sending it by e-mail or in any other way provided by the Service, after the entering into an Order and payment by the Customer for the Services, which activates the Customer's access to the Services by making Requests on the Service Platform.

1.1.6. **Offer** shall mean an offer of the Service Provider drawn up on the basis of the Order expressed by issuing an invoice for paying for the Services or sending the Order for payment through the payment system using the Customer's Personal Account. Offer may include relevant details such as a description of what is being ordered, Services specifications, quantity, price, Tier, payment terms, subscription term and other terms and conditions.

1.1.7. **Order** shall mean an order for the Services to be provided to Customer hereunder made by the Customer performing actions listed on a relevant page of the Service Platform or Personal Account. Upon Customer’s Acceptance of the relevant Offer, each Order shall be binding upon Customer and Service

Provider and incorporated by reference and be subject to these Terms. In case of any discrepancy, these Terms shall prevail over the Order.

1.1.8. **Personal Account** shall mean a personal section of the Service Platform, to which the Customer obtains access after signing up and/or signing in on the Service Platform. The Personal Account is intended for placing Orders, viewing statistical information about completed Orders, paying for the Services, receiving notifications from Service Provider, issuing Requests receiving Offers and receiving Briefs in accordance with Requests.

1.1.9. **Price List** shall mean Service Provider's price list used by the Service Provider to calculate the cost of the Services as of the date of placing the Order and including information about the name (list, content, scope) and the cost of the Services, including Additional Services, as well as on restrictions related to the use of the Service, including restrictions on the number of users to whom the Customer provides access to the Service for using it on behalf of the Customer and/or using the License Key provided to the Customer, as well as restrictions on the number of Briefs, which can be generated in within the Tier, and other conditions of providing the Services.

1.1.10. **Request** shall mean a request for the provision of the Services, issued by the Customer to Service Provider in order to receive the Brief in the Personal Account and (or) on a special page of the Service Provider Service under the concluded Order in accordance with the Tier selected and paid by the Customer (hereinafter referred to as the "applicable Tier") and (or) in accordance with the Additional Service selected and paid by the Customer.

1.1.11. **Services** shall mean information services provided by the Service Provider to the Customer using the functionality of the Service Platform, the content (list) and scope of which shall be determined in accordance with the Service Provider's Price List. Services can be provided on a subscription basis, which requires the Customer to pay a periodic fee, or on a one-time basis. In relation to certain Services, the Service Provider's Price List may stipulate that they are provided exclusively as Additional Services along with the Service paid in accordance with a certain Tier as part of the Service Package.

1.1.12. **Service Platform** shall mean "RCBI.Assistant" Web-service accessible via <https://assistant.rcbis.com/> and all of Service Provider's proprietary technology (including software, hardware, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer by Service Provider as part of the Service Platform. Any reference to "Service Platform" shall include any component of the Service Platform.

1.1.13. **Service Provider** shall mean RCBI Solutions DWC-LLC, a company incorporated under the laws of United Arab Emirates with registered office at Business Center Logistics City, Dubai Aviation City, P.O. Box: 390667, Dubai, U. A. E..

1.1.14. **Service Package** shall mean a set of Services, including Additional Services, provided by the Service Provider to the Customer under the Principal Order and the Order for Additional Services (if applicable) in accordance with the applicable Tier.

1.1.15. **Tier** shall mean a level of Services defined in the Price List.

2. Services Scope

2.1. The Service Provider undertakes, subject to availability of technical resources, to provide Services under the concluded Orders in accordance with the Customer's Requests, and the Customer undertakes to accept and pay for the Services on the terms and conditions of these Terms.

2.2. The name, content and cost of the Services, as well as other necessary conditions of the Order shall be determined in accordance with the content of the Service, including information and materials posted in the Service, in accordance with the terms and conditions of these Terms.

2.3. Since the Service is at the stage of constant supplementation and updating of new functionality, the form and nature of the Services offered may vary from time to time without any prior notice.

2.4. The Customer shall not, either alone or with the involvement of third parties:

- to copy (reproduce) in any form and way the computer programs and databases included in the Service Platform, including any of their elements, without obtaining the prior written consent of the Service Provider;
- to copy and (or) transfer to third parties, except for individual clients in whose interests (or in order to provide services to whom) the Customer have entered into the Order and placed the Request, any materials, Briefs and other documents, information and materials received in the Service Platform, including as a result of provision of the Services;
- to reverse engineer, emulate, decompile, disassemble, decrypt, and perform other similar actions with the Service Platform;
- to create software products and/or services using the Service Platform without obtaining the prior permission of the Service Provider.

3. General Rights and Obligations of the Parties

3.1. The Service Provider undertakes:

3.1.1. To provide Services in full compliance with these Terms and the applicable Order, and requirements of the applicable legislation;

3.1.2. To timely notify the Customer of the progress of the Services provision;

3.1.3. At the request of the Customer, to extend the term of the Services provision in cases stipulated by these Terms.

3.2. The Service Provider shall have the right:

3.2.1. Not to commence the provision of Services until they are paid for;

3.2.2. To suspend the operation of the Service for technical maintenance, including work to eliminate accidents;

3.2.3. To suspend the provision of Services if the Customer violates the requirements stipulated by these Terms and the applicable Order, as well as in other cases established by applicable legislation;

3.2.4. To restrict certain actions of the Customer if such actions threaten the regular functioning of the Service Platform;

3.2.5. To block or delete the Customer's Personal Account, as well as to block the Customer's access to the Service Platform in full or to a certain extent if the Customer provides incorrect information in the registration form or the Service Provider has reason to believe that the information provided by the Customer is incomplete or inaccurate;

3.2.6. To set limits and introduce other technical restrictions on the use of the Service Platform, which from time to time will be brought to the attention of the Customer in the form and manner chosen by the Service Provider.

3.3. The Customer undertakes:

3.3.1. To comply with the requirements of these Terms and the applicable Order, as well as to comply with applicable legislation;

3.3.2. To check the Order before making the Acceptance; to check the Request before it is sent through the Service Platform. Amendments (corrections) to the Request may be made only by filling out a new Request;

3.3.3. To timely pay for the Services under in full;

3.3.4. To check for the Service Provider's notifications on the Service Platform (including in the Customer's Personal Account) and at the email address specified by the Customer when placing the Order;

3.3.5. To provide accurate and complete information in the registration form, and to keep this information up to date.

3.4. The Customer shall have the right:

3.4.1. To use Services and the Service Platform solely as permitted under this Terms and in compliance with the requirements of applicable law and common practice;

3.4.2. To check the progress and quality of the provision of Services for placed Orders.

4. Cost of Services and payment procedure

4.1. The cost of Services under shall be determined in accordance with the Service Provider's Price List in force as of the date of placing the Order thereon, depending on the Tier, name, content, scope and duration of the provision of Services. The cost of Services shall be specified in the Price List excluding all applicable taxes.

4.2. Payment for the Services shall be made by the Customer as a full prepayment.

4.3. Payments shall be made out by wire transfers to the Service Provider's bank account or using the payment services specified when placing the Order on the Service Platform.

4.4. The Customer shall be deemed to have performed its obligations to pay for the Services: (i) in case of wire transfer once the funds are credited to the Service Provider's bank account or (ii) once a payment service operator acting under an agreement with the Service Provider provides Service Provider with information about the payment made by the Customer.

4.5. Except as may be specified otherwise in these Terms or in Price List all payments for the Services are non-refundable.

5. Provision of Services

5.1. Services shall be deemed provided by the Service Provider once the relevant functionality of the Service Platform is made available to the Customer.

5.2. The Customer may review the information about the ordered and provided Services, content and terms of providing access to the functionality of the Service Platform in the Personal Account.

5.3. The Parties acknowledge and unconditionally agree that information about the Services provided is indicated in the Personal Account based on the data of the Service Provider's internal systems.

5.4. If the Customer fails to submit written objections to the Service Provider within 10 (ten) business days after the end of the term for the provision of Services paid by the Customer, the Services shall be deemed accepted by the Customer in full without objections and comments.

5.5. The Brief shall be formed and provided to the Customer by the Service Platform in an automatic mode based on information about citizenship (residence permit) programs uploaded to the Service Platform and received by the Service Provider from open and publicly available sources, including the official websites of migration departments, ministries, governments of various countries of the world, and other sources of information. The specified information (data) shall be provided by the Service Provider for informational purposes only. The Service Provider shall not be liable if any information (data) presented on the Service Platform is (or will be) inaccurate, incomplete, unreliable, irrelevant, including if, as a result thereof, damages are caused to the Customer or other persons, as well as if the Customer or other persons incurred any costs as a result thereof.

5.6. Before sending a Request the Customer shall specify the License Key in the Personal Account and/or on a designated page of the Service Platform. The Customer shall have no right to communicate or transfer the License Key to third parties. If the Customer violates this prohibition, the Service Provider shall have the right to unilaterally terminate the Order, and the following consequences occur: the Service Provider shall immediately terminate the Customer's access to the Services and Service Platform, as well as the provision of Services to the Customer, while the cost of the Services paid by the Customer, including those not provided to the Customer, shall not be refunded by the Service Provider, and no damages shall be compensated to the Customer.

5.7. The Additional Service can be provided only following a separate Order of the Customer, if the Service Provider has the technical capacity and subject to the advance payment therefor by the Customer. The Additional Service can be provided only to the Customer who has entered into an Order for the provision

of the Service in accordance with a certain Tier on the conditions of a subscription fee (hereinafter referred to as the "Principal Order"), and only provided that at the time of the Customer's Order for the provision of the Additional Service, the period of Services provision paid by the Customer under the Principal Order has not yet expired. After the termination of the period of Services provision, for which the Customer has paid a subscription fee under the Principal Order, the Customer's right to receive the Additional Service shall terminate automatically (in this case, the period of provision of the Additional Service paid by the Customer shall also terminate automatically from the specified moment). In case of renewal of the Principal Order for a new term, the Additional Service shall be automatically included in the Service Package payable by the Customer, and shall be provided during the entire term of the Principal Order, subject to payment therefor by the Customer, unless the Customer waives the provision of the specified Additional Service when placing the Order and/or by notifying the Service Provider of the waiver of the Additional Service in one of the ways implemented in the Service Platform (in the Personal Account, by e-mail, etc.).

5.8. Services not provided during the term of the Order paid for by the Customer, shall not be transferred to future periods.

5.9. The Customer grants Service Provider a free-of-charge, ordinary (non-exclusive) license to use any content, which the Customer uploads to the Service Platform or otherwise provides to the Service Provider. Such license shall be for the entire duration of the exclusive rights to the objects of copyright and (or) related rights constituting such content for use in all countries of the world. Under such license the Service Provider shall be allowed to use the content in the following ways:

- to reproduce, i.e. make one or more copies in any material form, as well as record them in the memory of an electronic device (the right to reproduce);
- to distribute the copies, i.e. provide access to content reproduced in any material form, including by network and other means, as well as by selling, renting, leasing, providing on a free-of-charge basis, including import for any of these purposes (the right to distribute);
- to publicly display the content (the right to publicly display);
- to communicate the content in such a way that any person can have access to it online from any place and at any time of their choice (the right to communicate to the public);
- to modify the content, i.e. alter or otherwise process the content, including the translation of the content from one language into another (the right to process);
- the right to assign all or part of the received rights to third parties (the right to sublicense).

6. Warranties

6.1. The Service Provider warrants:

6.1.1. that it has the rights to provide the Services to the extent necessary for the proper performance of obligations under these Terms.

6.2. THE SERVICES AND ALL DATA ARE PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. EXCEPT FOR ANY WARRANTY, CONDITION OR EXPRESS REPRESENTATIONS

STATED IN THESE TERMS AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER MAKES NO REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE, EITHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, OF ANY KIND, INCLUDING WITH RESPECT TO THE MERCHANTABILITY, RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, FITNESS FOR ANY PURPOSE, OR COMPLETENESS OF THE SERVICE OR ANY DATA, NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ADDITIONALLY, SERVICE PROVIDER DOES NOT REPRESENT OR WARRANT THAT::

6.2.1. the functionality of the Service and/or Service Platform will comply with the requirements and expectations of the Customer, will be suitable for a specific purpose or will be free of defects;

6.2.2. access to the Service Platform will be continuous, free from errors in its software, or that any such errors will be corrected;

6.2.3. information (data) and materials received by the Service Provider from open public sources and provided to the Customer as part of the Services will be reliable, relevant, complete, accurate or error-free;

6.2.4. the Customer or its clients, as well as other persons, will be able to successfully obtain citizenship (residence permit) in any state, including when such persons use the data and information obtained within the framework of the Services provided through the Service Platform.

6.3. The Customer warrants:

6.3.1. that it will not take any action that contradicts or interferes with the provision of the Service or operation of the relevant equipment, networks, or software through which the Service is provided;

6.3.2. that its use of the Services does not violate the property and/or moral rights of third parties, as well as the prohibitions and restrictions established by applicable law, as well as the law of the state of Customer's location, and that any content or other data the Customer provides to the Service Provider does not contain information and/or images that offend the honor, dignity and business reputation of third parties, as well as information that promotes violence, pornography, drugs, racial or ethnic hatred;

6.3.3. that it will obtain, in the form established by law, the consent of individuals to processing of their personal information, including personal data, as well as consent to the transfer of such personal information to the Service Provider, including personal data, for the purpose of processing thereof by the Customer and (or) by the Service Provider upon receipt by the Customer and provision of the Services by the Service Provider in accordance with these Terms. The Customer warrants that it will not post on the Service Platform, including upload, copy, enter on the Service Platform or otherwise provide the Service Provider with personal information (personal data) of the Customer's clients or other persons without their written consent meeting the requirements of applicable legislation, international legislation and legislation of those countries of residence of the Customer and a relevant individual. In case of violation of the provisions of this clause of the Terms, the Customer must compensate the Service Provider for the damages caused to it in full, including damages in the form of penalties imposed by courts and other competent authorities, as well as damages in the form of payments collected by the subjects of personal data, but not limited to the specified costs and payments.

7. Liability and Indemnification

7.1. IN NO CASE SHALL SERVICE PROVIDER, ITS AFFILIATES, AND ITS AND THEIR REPRESENTATIVES BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, EXEMPLARY, TREBLE, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING THE LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

IN NO EVENT SHALL SERVICE PROVIDER'S TOTAL AND CUMULATIVE LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY CUSTOMER UNDER THESE TERMS FOR THE SERVICE, IN EITHER CASE EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN CASE IF CUSTOMER USES THE TRIAL VERSION OF THE SERVICE, SERVICE PROVIDER'S TOTAL AND CUMULATIVE LIABILITY TO CUSTOMER UNDER THESE TERMS SHALL BE LIMITED TO THE SUM OF FIFTY UNITED STATES DOLLARS (U.S. \$50) OR THE TOTAL AMOUNT CUSTOMER PAID FOR THE TRIAL SERVICE, WHICHEVER IS GREATER.

THESE LIMITATIONS SHALL APPLY DESPITE THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PROVISIONS OF THIS SECTION ALLOCATE RISKS UNDER THESE TERMS BETWEEN SERVICE PROVIDER AND CUSTOMER. SERVICE PROVIDER'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THIS LIMIT ON LIABILITY CONSTITUTES AN ESSENTIAL PART OF THESE TERMS AND THAT SERVICE PROVIDER WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITS. THIS SECTION SHALL NOT BE SUBJECT TO ANY DISCLAIMER OR PROVISION SET FORTH IN THESE TERMS..

7.2. The Service Provider shall not be responsible for the non-performance or delayed performance of obligations to provide the Services in case of delay in payment for the Services and other cases of full or partial failure of the Customer to perform obligations hereunder, as well as the presence of circumstances clearly indicating that such obligations will not be performed within the established term.

7.3. Should it be impossible to use the Services, the Customer shall send the Service Provider a written claim with a detailed indication of the circumstances and period of the absence of access to the functionality of the Service.

7.4. If the claim is recognized by the Service Provider as justified, the Customer's access to the relevant functionality of the Service shall be extended by the Service Provider for a number of Requests or a period of using the Service (depending on the paid Tier), which could not be used by the Customer properly due to the Service Provider's fault.

7.5. The Customer shall be solely and fully responsible for the compliance of the information and materials posted by it with the requirements of legislation, including for their content and legal use of intellectual property objects therein, availability of the necessary permits and licenses, as well as for performing other actions within the warranties provided herein.

7.6. If due to violation of the Customer's warranties the provision of Services hereunder resulted in claims, lawsuits and/or orders for compensation for damages (payment of compensation) from third parties and/or state authorities or commencement of an administrative offense case against the Service Provider (individually, a "Claim", and collectively, the "Claims"), the Customer undertakes to, immediately upon the Service Provider's request, provide it with all the requested information regarding the subject of the dispute, and to assist the Service Provider in resolution of such claims, as well as to indemnify and hold harmless Service Provider against any damages, liabilities, assessments, losses, costs, and other expenses (including reasonable attorneys' fees and legal expenses) incurred by that Service Provider relating to any Claim, including: (i) all damages, liabilities, assessments, losses, costs, and other expenses (including reasonable attorney fees and legal expenses) finally awarded against Service Provider in any proceeding relating to any Claim; (ii) all out-of-pocket costs (including reasonable attorneys' fees) incurred by Service Provider in connection with the defense of any Claim (other than attorneys' fees and costs incurred without Customer's consent after Customer have accepted defense of such Claim); and (iii) if any Claim is settled between Customer and the third party, all amounts agreed to by Customer as part of such settlement..

7.8. The amount of damages due to Service Provider from Customer may be withheld by the Service Provider from the Customer's funds received as payment for the Services.

8. Force majeure circumstances

8.1. The Parties shall be released from liability for partial or complete failure to perform their obligations caused by force majeure circumstances, which arose after it was entered into. The Parties have agreed that such circumstances shall include, inter alia: acts of God; natural and industrial disasters; terrorist attacks; hostilities; civil unrest; adoption by state authorities or local self-government bodies of acts containing prohibitions or restrictions on the activities of the Parties; other circumstances, which cannot be foreseen or prevented in advance and make it impossible to perform the obligations of the Parties.

8.2. In case of force majeure circumstances preventing the performance of obligations under the Order, the deadline for the Parties to perform their obligations shall be postponed in proportion to the duration of such circumstances, as well as the time required to eliminate their consequences, but not more than 60 (Sixty) calendar days. If such force majeure circumstances continue to operate beyond the specified term, or when, upon their occurrence, it becomes obvious to both Parties that they will last longer than the specified period, the Order shall be terminated.

9. Offer acceptance; binding Order

9.1. The acceptance of the Offer by the Customer shall create a binding Order between the Customer and the Service Provider on the terms and conditions of these Terms.

9.2. The Offer may be accepted by the Customer by performing a combination of the following actions:

9.2.1. placing and sending the Order using functionality of the Service Platform;

9.2.2. making an advance payment for the provision of Services in the amount determined by the Price List for the relevant Tier on the date of payment.

9.3. The Order shall be deemed entered into once the Service Provider receives the Offer Acceptance.

9.4. For the avoidance of doubt, the commencement of the use of Services by the Customer shall additionally indicate that an Order for providing such services has been entered into in accordance with the terms and conditions of these Terms.

9.5. An unlimited number of Orders can be entered into with the Customer under these Terms.

10. Validity and amendments to the Terms

10.1. The Terms shall come into force once they are posted on the Service Platform and shall be valid until they are revoked by the Service Provider.

10.2. The Service Provider reserves the right to amend the terms and conditions of the Terms and/or revoke the Terms at any time at its sole discretion. Information about the amendment or revocation of the Terms shall be communicated to the Customer at the Service Provider's discretion by posting it on the Service Platform, in the Customer's Personal Account, or by sending a relevant notification to the e-mail or postal address specified by the Customer when entering into the Order or during the performance thereof.

10.3. In case of revocation of the Terms or amendments thereto, such decisions shall come into force once the information of the same is communicated to the Customer, unless another date for their entry into force is determined by the Terms or additionally with such a communication.

10.4. The documents referenced in the Terms, which are binding upon the Parties, shall be approved, supplemented and amended by the Service Provider at its own discretion and shall be communicated to the Customer in accordance with the procedure stipulated for notifying the Customer of the amendments to the Terms.

11. Term, amendment and termination

11.1. The Terms shall be binding on the Customer upon acceptance by the Customer.

11.2. If the Terms are revoked by the Service Provider during the term of the Order, the Order shall be deemed valid on the terms and conditions of the Terms in the last version.

11.3. The Order may be terminated:

11.3.1. By agreement of the Parties at any time;

11.3.2. By the Customer for convenience upon a written notification of the Service Provider;

11.3.3. By the Service Provider for convenience, upon the notification to the Customer at the Service Provider's discretion in the Personal Account of the Customer or by sending a relevant notification to the e-mail address specified by the Customer when entering into the Order.

11.3.4. On other grounds stipulated by the Terms or applicable legislation.

11.4. If the Customer terminates the Order for convenience, the prepaid cost of the relevant Services shall not be refunded to the Customer.

11.5. If the Service Provider terminates the Order for convenience, the Customer shall be refunded the cost of the relevant Services in proportion to the scope of Services not provided or in proportion to the period from the actual termination of the Order before the end of the paid period (depending on how it is stipulated for the respective Tier in the Price List).

12. Confidentiality provisions

12.1. The Parties agree to keep confidential the terms and conditions of each concluded Order, as well as all information received by one Party from the other Party during entering into and performing such Order (hereinafter referred to as the "Confidential Information"), and shall not disclose, disseminate, make public or otherwise provide such information to any third party without the prior written permission of the disclosing Party.

12.2. Each Party shall take all necessary measures to protect the Confidential Information with at least the same degree of care used by it for protecting its own Confidential Information. Access to the Confidential Information will be provided only to those employees/representatives of each Party (and in case of Service Provider of its affiliates and subcontractors) who reasonably need it to perform their duties for performing the Order. Each Party will oblige such its employees/representatives to accept the obligations to ensure the safety of Confidential Information not less stringent than contained herein.

12.3. Personal data provided by the Customer (if any) shall be processed in accordance with the Service Provider's Privacy Policy available at:

https://rcbisolutions.com/uploads/pdf/Privacy%20Policy_RCBISolutions.pdf

12.4. The Service Provider shall have the right to request from the Customer additional information, such as scancopies of identity documents or credit cards, if it is necessary to verify the identity or in order to prevent fraud. If such additional information is provided to the Service Provider, it shall be considered Customer's Confidential Information.

12.5. The obligation to keep the Confidential Information shall be valid within the term of the concluded Order and for 5 (Five) years after its expiration or termination, unless the Parties separately agree otherwise.

12.6. If the receiving Party is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the receiving Party shall: (a) promptly, and prior to such disclosure, notify the disclosing Party in writing of such requirement so that the disclosing Party can seek a protective order or other remedy; and (b) provide reasonable assistance to the disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the disclosing Party waives compliance or, after providing the notice and assistance required under this section, the receiving Party remains required by applicable law to disclose any Confidential Information, the receiving Party shall disclose only that portion of the Confidential Information that the receiving Party is legally required to disclose and, on the disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

13. Final provisions

13.1. These Terms shall be governed by and construed in accordance with the laws of England, without regard to or application of its conflicts of law principles. The parties agree that the United Nations

Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms. Any action or proceeding arising out of or relating to these Terms shall be brought exclusively in courts of England.

14.2. Any notifications and documents hereunder, unless otherwise stipulated by the Terms, may be sent by one Party to the other Party: 1) by e-mail a) to the e-mail address of the Customer specified by it when placing the Order or in its Personal Account, if the recipient is the Customer, and b) to the Service Provider's e-mail address specified in section 14 of the Terms, from the Customer's e-mail address specified by it when placing the Order or in its Personal Account; 2) sending an electronic notification to the Customer in the Personal Account; 3) by mail with return receipt requested or by courier service with confirmation of delivery.

14.3. If one or more provisions of the Terms or the Order are for any reason invalid, unenforceable, such invalidity shall not affect the validity of any other provision of the Terms or the Order, which shall remain in force.

15. Contact Details of the Service Provider

Address: Business Center Logistics City, Dubai Aviation City, P.O. Box: 390667, Dubai, U. A. E..

E-mail: info@rcbisolutions.com

Version as of September 10th, 2021