

1. Applicable Terms

All provision of Services by RCDevs shall be governed by these terms and conditions to the exclusion of any other conditions, including any general terms and conditions of the Client. All Proposals of RCDevs shall be valid for a maximum period of thirty (30) days, provided that nothing else has been expressed or implied otherwise. The Client shall accept the Proposal by signing the quote issued by RCDevs or by authorizing RCDevs to perform the Services. If there are conflicts or inconsistencies between the general terms and conditions and the Proposal, the Proposal shall prevail over these general terms and conditions.

2. Definitions

“**Acceptance**” means acceptance of Services and Deliverables, as the case may be.

“**Agreement**” means the Proposal and these terms and conditions, together with all exhibits hereto, as may be amended from time to time in accordance with clause 11.6.

“**Business Days**” means any day other than Saturday and Sunday and bank and public holidays in Luxembourg.

“**Deliverable**” means the designs, specifications, developments, content, documentation, and/or other tangible deliverables provided by RCDevs in the course of providing Services.

“**Client**” means the contracting party who enters into this Agreement with RCDevs.

“**Charges**” means the amounts that RCDevs charges to the Client as set forth in the Proposal for the Services with respect to this Agreement.

“**Proposal**” means a written proposal and/or quotation issued by RCDevs for the provision of Services.

“**Services**” means all of the consulting and integration services provided by RCDevs under this Agreement including but not limited to consultancy, design, installation, project management, developments, training and assistance.

“**RCDevs**” means RCDevs SA, a company having its principal place of business at 1 avenue du Blues, 4368 Belvaux, Luxembourg.

“**Party**” means either RCDevs or Client or together the “**Parties**”.

3. Charges, Invoicing and Payment

3.1 Price and Charges

The Charges for Services will be charged in accordance with the Proposal.

3.2 Invoices and Payment

All invoices will be issued in accordance with the Proposal and in respect of Services. Invoices are due and payable to their full amount within thirty (30) days from invoice date, provided that nothing else has been expressed or implied otherwise. All costs

related to the payment of an invoice shall be borne by the Client.

3.3 Dispute of Invoice

If an invoice is in any way disputed, the Client shall notify RCDevs in writing within thirty (30) days of invoice date. The absence of such a dispute within the afore-mentioned timeframe equals implicit acceptance of the Client. In any event the Client shall pay the undisputed amount of any disputed invoice.

3.4 Late Payment

In the event of late payment, RCDevs shall be entitled to (i) suspend after written notice all further deliveries, warranty or Services and (ii) charge automatically and without notice interest at the currently applicable monthly rate as stipulated by the law of April 18th 2004, calculated daily from the due date until actual receipt of payment.

3.5 Validity of Proposals and Estimates

Unless otherwise stated in written form, all of RCDevs' Proposals and estimates shall be valid for a maximum period of 30 days from the date of their publication.

4. Client's Obligations

The Client shall provide all necessary assistance to RCDevs to enable the effective provision of Services. Such assistance shall include but not be limited to: (i) obtaining of all licences and consents necessary for the performance of the Services; (ii) appointing a member of its personnel to act as the single point of contact for all communication with RCDevs and to co-ordinate the performance of the Parties obligations under this Agreement; (iii) providing all necessary information relevant for the provision of the Services; (iv) providing suitable work space or offices, and access to facilities, equipment and systems as needed; (v) assigning competent and suitably qualified staff to functions that will enable RCDevs to provide the Services; (vi) taking timely decisions with respect to the Services; (vii) making available any applicable security procedures or other policies that RCDevs is expected to comply with in a timely manner prior to the start of the Services and (viii) preparing the environment for the provision of the Services. Preparation includes but is not limited to the provision of suitable power and environmental conditions.

If the Service is performed by RCDevs on the infrastructure of another company than the Client (the 'End-Customer'), the Client shall ensure that the End-Customer has entered an agreement consistent with the terms of this Agreement before the acceptance of the Service.

5. Change Control Procedure

Either Party may propose any reasonable change or enhancement to the Services (“**Change**”). The Party requesting the Change shall notify the other Party in writing

(the “**Change Order Request**”) specifying (i) the proposed Change, (ii) the objective or purpose of the Change, (iii) the requirements and specifications and (iv) the requested time schedule for the Change. As soon as practicable RCDevs shall notify the Client in writing (i) if the proposed Change is acceptable and (ii) as the case may be, any impact the proposed Change may have on the cost and timing of the Services and required resources (“**Change Order Response**”). The Parties must provide written approval (a “**Change Order**”) to the Change Order Response to authorize the Change prior to it being put into effect. Change Orders shall thereafter constitute the revised Services.

6. Delivery and Acceptance

RCDevs will use its reasonable efforts to provide the Services within the agreed timeframes. Acceptance shall occur and all Services are deemed accepted upon completion of the Services unless the Client rejects the Services and/or Deliverables in writing within fifteen (15) Business Days after completion of the Services and/or Deliverables.

7. Representations and Warranties

RCDevs shall provide the Client the Services with reasonable skill and care in accordance with generally accepted industry standards and practices.

8. Termination

Without prejudice to its other rights and remedies, either Party may terminate this Agreement immediately by written notice to the other if the other Party: (i) is in material breach of any of its obligations under this Agreement and, if capable of remedy, the Party in breach shall have failed to remedy that breach within thirty (30) days after receiving written notice requiring it to remedy that breach; or (ii) is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction), (iii) appoints an administrative or other receiver, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other Party or the other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction (iv) is materially in breach of its payment obligations. Termination of this Agreement shall be without prejudice to the rights of the Parties already accrued and existing. In any event, the Client shall pay all (i) the Charges for Services performed, (ii) any other cost of RCDevs' personnel assigned to the performance of the Services

RCDevs SA

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and (iii) any other expenses incurred by RCDevs including accrued interest up to the date of termination.

9. Security and Confidentiality

9.1 Confidential Information

A Party may have access to the confidential information of the other Party. Any Proposal or any information marked as confidential ("Confidential Information") shall be treated as confidential. Each Party shall take all reasonable measures to keep the Confidential Information and the terms of this Agreement in strict confidence and shall not disclose it to any third party without the prior written consent of the disclosing Party. During the Service, RCDevs may collect some personal data such as the name, electronic email and address of some representatives of Client as required by law or for legitimate business purposes and in compliance with the EU General Data Privacy Regulation coming into force May 25, 2018. Client expressly consents to the collection and processing of such information by RCDevs. This information will not be transferred to any third party or processed by RCDevs for any other purposes than the ones for which the data was initially collected. In accordance to the law, RCDevs will delete this data in a reasonable delay after the end of any business relationship with the Client and will only retain the data as long as necessary for the provision of services to the Client under this Agreement or as otherwise required by law. Any person concerned by such private data collection can contact RCDevs anytime at privacy@rcdevs.com to access, modify or delete one's information.

9.2 Disclosure

Each Party agrees that all Confidential Information received from the other Party will be disclosed by the receiving party only to its employees or subcontractors on a need-to-know basis, and that the receiving Party will inform such persons of its obligations under this Agreement.

9.3 Exceptions

Confidential Information shall not include (i) information rightfully in the receiving Party's possession or known to it prior to receipt of such information from the disclosing Party and which had been received by the receiving Party without a duty of confidence; (ii) information which was rightfully disclosed to the receiving Party by another person; (iii) information which is part of or enters into the public domain without any improper action or inaction by the receiving Party; and (iv) information which is independently developed by the receiving Party,

9.4 Data Security

Each Party shall use its reasonable efforts to ensure that all data in connection with this Agreement is only stored on secured infrastructure hosted by professional service providers providing all warranties required by law regarding data as well as physical security. Furthermore, RCDevs shall use its reasonable efforts to take any and all steps and procedures necessary in order to guarantee the security of a Client's data and communications in connection with this Agreement.

10. Liability

This Agreement sets out RCDevs' entire liability to the Client. Except as expressly stated in this Agreement, all liabilities, warranties and conditions, whether express or implied by statute or otherwise, are hereby excluded to the extent permitted by law.

RCDevs' entire aggregate liability in respect of any matters arising from any breach of its contractual obligations (express or implied) or any misrepresentation (unless fraudulent), tortuous act or omission including negligence arising under or in connection with this Agreement shall be limited as follows: RCDevs' total liability with respect to the Services (including any and all breaches, performance, non-performance, acts or omissions) shall in no event exceed an amount equal to the fees paid to RCDevs for the Service provided by RCDevs under this Agreement. Neither Party shall be liable to the other for any special, incidental or consequential or indirect damages (including, without limitation, damages due to business interruption, lost sales or loss of profits, competitive advantage, goodwill, third party claims or loss of data) regardless of the cause of such loss or damage. Any claim by the Client in relation to this Agreement must be notified to RCDevs within six (6) months of the damage or claim or loss arising or otherwise no later than six (6) months following termination of this Agreement.

11. General Provisions

11.1 Governing law and Jurisdiction

This Agreement shall be governed by and construed and interpreted in accordance with Luxembourg law. Any dispute arising out of or in connection with this Agreement shall be the subject of the exclusive jurisdiction of the Courts in Luxembourg.

11.2 No partnership

Nothing in this Agreement shall be construed as creating a joint venture, partnership or other business association outside the terms of this Agreement. RCDevs' personnel providing Services to the Client shall not be deemed to be an

employee of the Client for any purpose whatsoever. Each Party shall remain an independent contractor. Neither Party shall have authority to contract for or bind the other in any manner whatsoever.

11.3 Subcontracting

RCDevs may subcontract the whole or a part of the Services to one or more third parties but shall remain solely responsible for its obligations under this Agreement.

11.4 Non-Solicitation

Without RCDevs' prior written consent and during the term of this Agreement and in the twelve (12) months immediately following the completion of the Services by RCDevs, the Client will not directly or indirectly solicit, induce or entice for employment whether as an employee, advisor, consultant, independent contractor or otherwise any person who was an employee, agent or subcontractor of RCDevs at the time the services were performed.

11.5 Assignment

Neither Party may assign, sublicense or otherwise transfer of any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided that nothing in this Agreement shall prevent or restrict RCDevs from assigning, sublicensing, transferring or otherwise disposing of any of its rights or obligations under this Agreement to its affiliates.

11.6 Variation

This Agreement may only be amended if in writing and signed by duly authorised representatives of the Parties.

11.7 Entire Agreement; Successors; Paragraph Headings; Severability; Waiver

This Agreement, including any documents incorporated by reference, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, whether oral or written, between the parties with respect to such subject matter. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The paragraph headings of this Agreement are included for convenience of reference and are not to be used in interpreting this Agreement. The provisions of this Agreement are severable and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

11.8 Force Majeure

Neither Party shall be liable for delay or non-performance of its obligations under this Agreement if such delay or default is caused by circumstances beyond its control, including but not limited to fire, flood, accident, storm, acts of God, war, riot, government interference, strikes. Dates and times by which RCDevs is required to perform its obligations under this Agreement shall be postponed automatically to the extent that RCDevs is prevented from meeting them by such conditions of force majeure.

11.9 Notices

All notices under this Agreement shall be sent in writing by registered mail, courier, fax or electronic mail or delivered in person to the General Counsel at the registered address of the Party to whom it is addressed.

Notices shall be deemed to be received within three (3) Business days after being despatched by registered mail or received on the next Business Day if sent by courier with receipt of dispatch, or if sent by fax or email with confirmation of transmission.

11.10 Amendments to this Agreement

We may at any time amend, delete or add to this Agreement (a "Change") by giving notice of such Change by posting a revised version of this Agreement on the RCDevs website. A Change will be made unilaterally by us and you will be deemed to have accepted the Change after you have received notice of it. We will give you 2 months' notice of any Change with the Change taking effect once the 2 month notice period has passed, except the 2 month notice period will not apply where a Change is required by law or relates to the

addition of a new service, extra functionality to the existing Service or any other change which neither reduces your rights nor increases your responsibilities. In such instances, the Change will be made without prior notice to you and shall be effective immediately.