

This version of the contract has been published on January 8th, 2021.

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.

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 12.09.

“**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 in Euro or US Dollar currency or the number or Service Credits that RCDevs charges to the Client as set forth in the Proposal for the Services with respect to this Agreement.

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

“**Service**” or “**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, advices, training and assistance and other services RCDevs accepts to handle. RCDevs will handle the Services remotely or at the Client offices, at his sole discretion.

“**Service Credits**” shall mean the number of days or hours of RCDevs service purchased and pre-paid by the Client.

“**Service Credit Contacts**” shall mean the contact details of several persons at the Client who are authorized to approve the Proposal in case of a payment via Service Credits.

“**RCDevs**” means RCDevs Security SA, a company having its principal place of business at 1 Boulevard du Jazz, L-4370 Esch-sur-Alzette, Luxembourg.

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

“**Effective Date**” means the date the Client has entered this agreement by signing this contract or by accepting any RCDevs services.

3. Submission and acceptance of the Proposal

3.1. Scheduled Services

When the Client requests Services to RCDevs, the Client shall inform RCDevs if he decides to pay this Services by Service Credits, if any. If RCDevs accept to handle the Services requested by the Client, RCDevs shall provide the Client with a Proposal. The Client shall accept the Proposal by signing the

quote issued by RCDevs or by authorizing RCDevs to perform the Services. In case of a payment by Service Credits, the acceptance of the Proposal shall be done by a Service Credit Contact by giving his approval by electronic mail or by signing the quote.

3.2. Not scheduled Services If a valid RCDevs OpenOTP Support and Maintenance Agreement is executing by and between the Client and RCDevs, and if RCDevs investigates and/or fix an issue reported by the Client which is not covered by the RCDevs OpenOTP Support and Maintenance Agreement, RCDevs will invoice the Client for this service at RCDevs' then-current extra-consulting rates or by deducting Service Credits if any, for all work performed in connection with such determination, plus reasonable related expenses incurred therewith. Notwithstanding anything to the contrary contained in this Agreement, the Client understands that such investigations could have been made without prior Proposal by RCDevs.

4. Charges, Invoicing and Payment

4.1. Price and Charges

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

4.2. 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 upon reception of the invoice, 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. When the payment is made by Service Credits, the current Service credits of the Client will be decreased in accordance with the Proposal.

4.3. Dispute of Invoice If an invoice is in any way disputed, the Client shall pay the invoice upon reception of it and 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.

4.4. 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.

4.5. 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.

5. 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 and as protective of RCDevs as the terms of this Agreement before the acceptance of the Services.

6. 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.

7. Delivery

RCDevs will use its reasonable efforts to provide the Services within the agreed timeframes, if any.

8. Representations and Warranties

8.1. Service warranty

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

8.2. Disclaimer Of Warranties

Except as expressly stated in this warranty section, RCDevs provides Services "as is" and makes no other express warranties, written or oral, and all other warranties are specifically excluded, including but not limited to the implied warranty of merchantability, fitness for a particular purpose or non-infringement, and any warranty arising by statute, operation of law, course of dealing or performance, or usage of trade.

9. 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 and (iii) any other expenses incurred by RCDevs including accrued interest up to the date of termination. Notwithstanding anything in this Agreement that may be interpreted to the contrary, RCDevs may terminate this Agreement without cause and without liability upon 30 days' prior written notice to the Client.

10. Security and Confidentiality

10.1. 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.

The Client agrees to receive electronically all communications, agreements, and notices that RCDevs provides in connection with any RCDevs Products ("Communications"), including by e-mail, text, in-app notifications, or by posting them on the RCDevs web site. The Client agrees that all Communications that RCDevs provides to the Client electronically satisfy any legal requirement that such Communications be in writing.

10.2. 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.

Notwithstanding the foregoing and on the strict condition of non-disclosing any Client's business secrets, RCDevs is entitled to list and disclose Client's name and to publish use cases related to the relationship established by this Agreement.

10.3. Exceptions Confidential information shall not include information which (i) is obtained by receiving Party from the public domain without breach of this Agreement and independently of receiving Party's knowledge of any Confidential Information; (ii) was lawfully and demonstrably in the possession of receiving Party prior to its receipt from disclosing Party; (iii) is independently developed by receiving Party without use of or reference to the Confidential Information; or (iv) becomes known by receiving Party from a third party independently of receiving Party's knowledge of the Confidential Information and is not subject to an obligation of confidentiality.

Notwithstanding the foregoing and on the strict condition of non-disclosing any Client's business secrets, RCDevs is entitled to



list and disclose Client's name and to publish use cases related to the relationship established by this Agreement.

10.4. 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. 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.

11. Liability

This Agreement sets out RCDevs' entire liability to the Client.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT SHALL RCDEVs, HIS OFFICERS, EMPLOYEES AND/OR LICENSE PROVIDERS BE HELD LIABLE FOR ANY LOST PROFIT, REVENUE, SAVINGS OR SALES, OR FOR ANY LOSS OF DATA, OR FOR COSTS EXPENDED TO PROCURE SPARE GOODS OR SERVICES, FOR PROPERTY DAMAGE, PERSONAL DAMAGE, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, ECONOMIC, COVERING, CRIMINAL, SPECIAL OR CONSEQUENTIAL DAMAGE, CAUSED IN ANY MANNER WHATSOEVER, WHETHER ARISING FROM A CONTRACT, NEGLIGENCE OR OTHER FACT ESTABLISHING THE OCCURRENCE OF LIABILITY, INCURRED DUE TO THE USE OF OR IMPOSSIBILITY TO USE THE SOFTWARE, EVEN IN THE EVENT THAT RCDEVs OR HIS LICENSE PROVIDERS HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE CERTAIN JURISDICTIONS AND CERTAIN LAWS DO NOT PERMIT THE EXCLUSION OF LIABILITY BUT MAY ALLOW THE LIMITATION OF LIABILITY, THE LIABILITY OF RCDEVs, HIS OFFICERS, HIS EMPLOYEES AND/OR LICENSE PROVIDERS IN SUCH CIRCUMSTANCES SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO 5.000 EUROS (Five thousand EUROS).

No provision of this Agreement shall affect the rights of such a Party for which the law recognizes the rights and position of a consumer. RCDevs on his own behalf, on behalf of his officers, employees and on behalf of his license providers shall act for the purpose of refusal, exclusion or limitation of the obligations, liability and warranties as set out in this clause 11, except for any other purpose or in any other matters.

12. General Provisions

12.1. 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.

12.2. 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.

12.3. 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.

12.4. Non-Solicitation

During the period commencing on the Effective Date of the Agreement and ending one year following the termination date of this Agreement, the Client shall not, without RCDevs prior written consent, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of the RCDevs Group; or (ii) hire, on behalf of the Client or any other person or entity, any person who has left the employment within the one year period following the termination of that person's employment with the RCDevs Group; or (iii) hire, on behalf of the Client or any other person or entity, any person who is employed by the RCDevs Group. During the period commencing on the Effective Date through and ending one year following the termination date of this Agreement, the Client will not, whether for its own account or for the account of any other person, intentionally interfere with the relationship of RCDevs Group with, or endeavor to entice away from RCDevs group, any person who during the term of the Agreement is, or during the preceding one-year period, was a tenant, co-investor, co-developer, joint venturer or other customer of RCDevs Group.

12.5. Assignment

Neither this Agreement nor any rights or obligations of Client hereunder shall be assignable or transferable by Client, in whole or in part, by operation of law or otherwise, without the prior written consent of RCDevs. Any attempted assignment, subcontract or other transfer of this Agreement or any of Client's rights or obligations hereunder will be void ab initio and will be considered a material breach of this Agreement.

12.6. Entire Agreement; 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. 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.

12.7. 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, pandemic, 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.

12.8. 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.

12.9. Amendments to this Agreement

RCDevs may at any time amend, delete or add to this Agreement (a "Agreement Change") by giving notice of such Agreement Change by posting a revised version of this Agreement on the RCDevs website. An Agreement Change will be made unilaterally by RCDevs and the Client will be deemed to have accepted the Agreement Change after it has received notice of it. RCDevs will give the Client one month' notice of any Agreement Change with the Agreement Change taking effect once the one month notice period has passed, except the one month notice period will not apply where an Agreement 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 the Client rights nor increases the Client's responsibilities. In such instances, the Agreement Change will be made without prior notice to the Client and shall be effective immediately.