

TOTOTHEO MIDDLE EAST LIMITED

Terms & Conditions for Cyber Security Services ("Terms & Conditions")

1. Definitions

- 1.1. "**Commencement Date**" means the date specified in the Contract as the date Tototheo intends to commence and/or provide and/or activate the Cyber Security Services (excluding any delays) as applicable.
- 1.2. "**Contract**" means the agreement between the Customer and Tototheo, which is concluded upon the placement of an order to purchase Cyber Security Services by the Customer and includes the agreement between the Parties for the Remuneration of Tototheo, and may include further terms as per the agreement of the Parties and shall include the Proposal, the Scope of Work and these Terms & Conditions.
- 1.3. "**Customer**" means -including Customer's parent, affiliated, subsidiary and/or related companies, including entities controlling, controlled by, or controlled in common with the Customer as applicable- any entity or person that has purchased and/or leased and/or ordered any Cyber Security Services which Tototheo offers, as referred to in the Contract.
- 1.4. "**Cyber Security Products**" means the following products offered by Tototheo: (a) any cyber security hardware and/or software and/or (b) a subscription to one of Tototheo's service offerings related to cyber security and/or (c) a subscription to Technical Support.
"**Cyber Security Consulting Services**" means the cyber security services of advisory and consulting nature offered by Tototheo
- 1.5. "**Cyber Security Services**" means collectively and individually the Cyber Security Products and the Cyber Security Consulting Services, as applicable.
- 1.6. "**Data Protection Legislation**" refers to all applicable data protection laws, regulations, directives and guidelines including but not limited to national and international laws, regulations, directives and guidelines and the

European Union Regulations and Directives as amended, supplemented and/or replaced from time to time.

- 1.7. **“Information Assets”** means the data to which the Cyber Security Services apply.
- 1.8. **“Malicious Acts”** means any and all malicious acts, including, but not limited to viruses, hacking, denial of service, password stealing, integrity compromises, keystroke loggers and all other Cyber-attacks of whatsoever nature whether current or future and whether known or not developed yet.
- 1.9. **“Parties”** means collectively Tototheo and the Customer, and **“Party”** shall mean each of Tototheo and the Customer.
- 1.10. **“Proposal”** means the commercial offer issued by Tototheo and accepted by the Customer.
- 1.11. **“Remuneration”** means an agreed fee or an agreed hourly/daily rate charge, to be paid by the Customer to Tototheo, for any Cyber Security Services provided by Tototheo, in accordance with the Contract.
- 1.12. **“Scope of Work” or “SoW”**: A document describing the full scope of Cyber Security Services to be delivered to the Customer along with any technical details required to complete each Cyber Security Service, broken into deadlines and specific tasks.
- 1.13. **“Technical Support”** means the provision of reasonable assistance required to resolve technical issues related to the Cyber Security Products.
- 1.14. **“Term”** means the minimum period of the contracted Cyber Security Services as set out in the Contract which shall commence from the Commencement Date.
- 1.15. **“Terms & Conditions”** means the terms and conditions as set out in this document.
- 1.16. **“Third Party Vendors”** means any product developed by a third party and which is available to be sold by Tototheo

1.17. **“Tototheo”** means TOTOTHEO MIDDLE EAST LIMITED a company duly registered under the laws of the Republic of Cyprus, with registration number HE427598 and registered office at Omonoias 89, TOTOTHEO HOUSE, Limassol, the Republic of Cyprus, and shall include Tototheo’s parent, affiliated, subsidiary and/or related companies, including entities controlling, controlled by, or controlled in common with Tototheo as applicable.

2. **Scope**

2.1. The purpose of these Terms & Conditions is solely to set out the rights and obligations of the Parties, only in respect of the matters specifically addressed in these Terms & Conditions.

2.2. These Terms & Conditions apply to all Cyber Security Services that Tototheo will provide to the Customer and to the Contracts concluded between the Parties.

2.3. These Terms & Conditions shall be deemed as accepted by the Customer, when the latter orders a Cyber Security Service and/or concludes a Contract with Tototheo.

2.4. Each Party warrants that it has authority to enter into the Contract on its own behalf and, where applicable, on behalf of its parent, affiliated, subsidiary and/or related companies, including entities controlling, controlled by, or controlled in common with it as applicable.

3. **Tototheo’s Duties**

Tototheo shall:

3.1. Provide the Cyber Security Services, in an honest, fair and professional manner.

3.2. Deliver the Cyber Security Services in accordance with the Scope of Work. Where this may not be possible, Tototheo shall exert reasonable efforts to meet the Customer’s requirements by providing alternative solutions.

- 3.3. Comply with the terms of the Contract and these Terms & Conditions.
- 3.4. Maintain an information security management system through which all reasonable efforts will be applied to secure the Customer's Information Assets.
- 3.5. Maintain adequate processes to recover Customer's Information Assets in the event these are subject to any data loss. Such recovery of is subject to the restrictions applicable at the time and Tototheo shall not be liable in the event or permanent loss.
- 3.6. Use the Customer's Information Assets only to the extent required to provide the Cyber Security Services and not allow access to the Customer's Information Assets by any third parties, unless approval is granted by the Customer.
- 3.7. Apply reasonable efforts to facilitate audit of Tototheo's Information Security Management System by the Customer or its appointed agents. Such audit will be limited to read-only access to the logically segregated section of the infrastructure containing the Customer's Information Assets. Tototheo reserves the right to refuse such audit, if in Tototheo's sole discretion, such audit might compromise the integrity of the system or pose any risk to Tototheo or its infrastructure and/or services.

4. **Customer's Duties**

4.1. The Customer shall:

- 4.1.1. Cooperate with Tototheo and comply with any reasonable requests Tototheo may make to assist with the provision of the Cyber Security Services;
- 4.1.2. Provide access to the business facilities and/or equipment and/or other facilities where the installation, configuration and/or Technical Support of the Cyber Security Products and/or the Cyber Security Services will be provided, at a mutually agreed time. Failure of the Customer to permit and/or enable access to Tototheo on the

Customer's business facilities and/or equipment and/or other facilities for the purposes of this clause will be deemed a material breach of the Contract, entitling Tototheo to terminate the Contract. Any costs associated with such termination shall be borne by the Customer.

- 4.1.3. Comply with all Data Protection Legislation and obtain all registrations under relevant Data Protection Legislation and comply with its data protection obligations contained herein.
- 4.1.4. Comply with all governmental export laws and regulations applicable to the Cyber Security Products and/or the Cyber Security Services as applicable.
- 4.1.5. Comply with all applicable laws, sanctions, embargoes, licensing and regulatory requirements related to the Cyber Security Services.
- 4.1.6. Use the Cyber Security Services in compliance with the requirements of any applicable licence as well as all applicable laws and regulations in the jurisdiction in which the Cyber Security Services and any related Cyber Security Products are being used.
- 4.1.7. Following the Commencement Date it shall be the Customer's sole responsibility to ensure that all Cyber Security Products are not interfered with and that only authorised users are permitted access and/or use thereto. The Customer shall further ensure that the Cyber Security Products shall be kept and operated in a suitable environment used only for the purposes for which they are designed and operated in a proper manner by trained and competent personnel in accordance with the operating instructions of the specific Cyber Security Product.

4.2. The Customer undertakes that it shall not:

- 4.2.1. Use the Cyber Security Services in a manner that threatens, harasses, abuses, or intimidates others;
- 4.2.2. Use the Cyber Security Services for any unlawful, abusive, indecent, defamatory, offensive, malicious, deceptive or fraudulent purpose

including, without limitation, using the Cyber Security Services in a way that interferes with Tototheo's ability to provide services similar to the Cyber Security Services to its other customers and/or damages the name or reputation of Tototheo;

4.2.3. Avoid its obligations to pay for the Cyber Security Services and all additional expenses associated therewith;

4.2.4. Create or attempt to create by reverse engineering, disassembly, decompilation or otherwise, the source code, internal structure, hardware design or organisation of the product or support updates or software, or any part thereof, or to aid or to permit others to do so, except and only to the extent as expressly required by applicable law;

4.2.5. Remove any identification or notices of any proprietary or copyright restrictions from any product or support updates or software; and

4.2.6. Copy the product or support updates or software, modify, translate or, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program and shall use the product and support updates and software for internal business purposes.

4.3. With reference to the Cyber Security Consulting Services, in addition to the provisions of this clause 4, the Customer shall not share the reports issued by Tototheo under the provision of the Cyber Security Consulting Services with any third party and shall not hold Tototheo liable and/or accountable for any deviations and/or alterations made to such reports.

4.4. In the event the Customer orders and/or purchases any of the Cyber Security Services, such order shall not be amended or altered or cancelled or terminated by the Customer, without the written consent of Tototheo.

5. **Payment Terms and Conditions**

- 5.1. The Payment terms and conditions related to the Remuneration and other payments shall be made as specified in the Contract.
- 5.2. Subject to the provision of clause 5.1 and unless otherwise provided in the Contract, electronic invoices will be issued and sent to the Customer with respect to the Remuneration in advance, and such invoices shall be payable by the Customer in accordance with the payment terms of the invoice. Any and all payments will be made without offset, withholding or deduction of any kind and any bank charges, arising in connection to payments made by or on behalf of the Customer, shall be borne by the Customer.
- 5.3. Any payment due from the Customer that is not received within the payment terms mentioned in clause 5.2 will accrue interest at the rate of the lesser of 2% per month or the maximum rate permitted by law, calculated from the date payment was due until the date it is received and the Customer shall pay such interest promptly upon request by Tototheo.
- 5.4. Unless otherwise specified in the Contract all invoices are payable in advance.
- 5.5. In the event that other chargeable services not forming part of the Cyber Security Services are provided or will be provided (including, but not limited to repair of faults, costs associated with the connection of suspended Cyber Security Services, which were suspended because of and/or for reasons attributed to the Customer) same shall be charged by Tototheo by means of a separate electronic invoice which, unless otherwise specified in the Contract shall be payable by the Customer in advance, or if the Cyber Security Services have already been provided, on the invoice issue date.
- 5.6. Tototheo may at any time, by giving the Customer thirty (30) calendar days written notice, increase the Remuneration, to take account, inter alia, of any increase in the cost of Tototheo of supplying the Cyber Security Services.
- 5.7. Unless otherwise specified in the Contract, in the event that the Customer is in disagreement with an invoice, or part thereof, issued by Tototheo it shall notify Tototheo in writing as to the reasons of such disagreement before the due date of such invoice and the Customer shall proceed to pay

the undisputed amount of any invoice, or part thereof, by the relevant due date.

6. **Failure to Pay**

- 6.1. If any Remuneration is due and not received by Tototheo within the due date as specified in the relevant invoice, Tototheo may serve by electronic mail a formal demand of payment to be made within fourteen (14) calendar days from the date of the demand and may at its discretion elect not to activate any new Cyber Security Services until payment has been received together with any accrued interest.
- 6.2. In the event that the Customer does not comply with its payment obligations in accordance with clause 6.1 above Tototheo shall be entitled to suspend the Cyber Security Services provided. In the event that the payment remains outstanding for more than forty five (45) calendar days from the date which Tototheo became entitled to suspend the Cyber Security Services, Tototheo shall have the right to terminate the Contract with the Customer. Any exercise of the right of termination of Tototheo as provided herein shall not preclude Tototheo in claiming damages from the Customer for all outstanding amounts due pursuant to and in connection with the Contract.

7. **Cyber Security Services**

- 7.1. Any order of Cyber Security Services shall be made by the Customer to Tototheo in writing.
- 7.2. Tototheo shall not be held responsible for any malfunction or error or problem or interruption to any Cyber Security Product sold and/or provided to the Customer. The sole party responsible for such malfunction or error or problem or interruption to any Cyber Security Product sold to the Customer, shall be the manufacturer of the said Cyber Security Product.
- 7.3. Tototheo does not guarantee, represent or warrant that the use by the Customer of any purchased Cyber Security Product(s) will be uninterrupted, timely, secure or error-free.

8. Termination

8.1. Either Party may terminate the Contract or part of it with immediate effect by giving written notice to the other Party if:

8.1.1. The other Party commits a material breach of any of its obligations under these Terms & Conditions or the Contract, which is irremediable;

8.1.2. The other Party commits a material breach of any of its obligations under these Terms & Conditions or the Contract which is remediable but that Party fails to remedy such breach within thirty (30) calendar days after having received notice of breach from the other Party;

8.1.3. The other Party becomes insolvent or is subject to a winding up or similar procedure or makes any composition with or assignment for the benefit of its creditors or if any of its assets are seized, or has a receiver or administrator appointed over its assets or has a petition filed in respect of any of the afore-mentioned in any jurisdiction whatsoever;

8.2. On termination of the Contract for any reason, the Customer is obligated to:

8.2.1. return or destroy (as directed by Tototheo) any documents, handbooks or other information provided to it by Tototheo or data for the purposes of the Contract, including all documents and materials (and any copies) containing, reflecting, incorporating or based upon Tototheo's confidential information;

8.2.2. at Tototheo's request, return all equipment and material pertaining to the Cyber Security Products owned by Tototheo at such place as Tototheo shall elect, failing which, Tototheo may enter the relevant premises and take possession of them, alternatively Tototheo shall be entitled to charge the Customer, who shall be obligated to pay all costs associated with the Cyber Security Services until redelivery to Tototheo. Until the Cyber Security Products and/or other materials and equipment related to the Cyber Security Services in

general are returned or repossessed to Tototheo, the Customer shall be solely responsible for their safekeeping;

- 8.2.3. the Customer shall immediately pay to Tototheo all of Tototheo's outstanding Remuneration and other amounts whether invoiced or not at the time of termination (together with any interest accrued, if any).
 - 8.2.4. For any Remuneration pre-paid in relation to any subscriptions forming part of the Cyber Security Products for such period for which the Customer did not receive the said Cyber Security Products requested, Tototheo will remit to the Customer any Remuneration actually received less (i) any amounts owed by the Customer to Tototheo under the Contract; (ii) any reasonable costs (including reasonable attorneys' fees) incurred by Tototheo in attempting to collect such amounts from the Customer; (iii) any other damages incurred by Tototheo in attempting to collect such amounts from the Customer and (iv) any losses sustained by Tototheo due to earlier termination of the Contract.
- 8.3. The expiration or termination of the Contract will not affect or prejudice any provisions of, or rights a Party may have under, the Contract and these Terms & Conditions which (i) arise prior to such termination or expiration, (ii) arise as a result of such termination or expiration, or (iii) are expressly or by implication provided to continue in effect after such expiration or termination or that, due to their nature, would be expected to survive termination or expiration.
 - 8.4. Upon termination or expiration of the Contract the Customer shall immediately cease the use of the Cyber Security Services. If the Customer nevertheless continues using the Cyber Security Services after expiration or termination, then (without implying any right of Customer to continue use of the Cyber Security Service), Tototheo reserves the right to (i) take all steps to stop use of the Cyber Security Service, and (ii) charge a remuneration fee which deems appropriate such payments to continue until use of the Cyber Security Services cease.
 - 8.5. Provided that, each Cyber Security Product and/or Cyber Security Service is covered individually by these Terms & Conditions and expires in accordance

with these Terms & Conditions and the term of the Contract related to such Cyber Security Product and/or Cyber Security Service. In the event of termination pursuant to these Terms & Conditions and the terms of the Contract for a particular unit of Cyber Security Product and/or Cyber Security Service then the Terms & Conditions will remain in full force and effect individually for any other Cyber Security Product and/or Cyber Security Service.

9. **Limitation of Liability**

- 9.1. The Customer guarantees that Tototheo will not be held liable under, or, in relation to these Terms & Conditions towards the Customer or any of its subsidiary, affiliated, parent companies or any companies connected thereto including any third parties, whether in tort, breach of contract, breach of statutory duty, misrepresentation or otherwise for any damage and/or loss (whether direct or indirect) of profit, revenue, business, data, anticipated savings or goodwill; or any indirect, incidental, consequential, punitive, special or other similar losses of whatsoever nature, regardless of whether such losses were contemplated and/or Tototheo had been previously informed for the possibility of such damage and/or loss.
- 9.2. Without prejudice to the above paragraph, Tototheo and its employees and/or agents, as individuals, are exempted from liability.
- 9.3. Unless otherwise expressly stated in these Terms & Conditions all conditions, warranties (including but not limited to any warranty of merchantability, fitness for particular purpose or non-infringement), terms and undertakings, express or implied, statutory or otherwise, in respect of goods or services (including without limitation the Cyber Security Services) provided by Tototheo are disclaimed and expressly excluded to the fullest extent permitted by the applicable legislation.
- 9.4. Tototheo will not be liable for any Malicious Acts which are caused by events outside of Tototheo's control and Tototheo will not be liable or responsible for the loss of the confidentiality, integrity, or availability of data or any damage or loss incurred as a result of inadequate levels of cyber security protection by the Customer.

- 9.5. Tototheo will not be held liable, responsible or otherwise accountable for the accuracy and/or correctness of any information, data or otherwise of whatsoever nature or form derived and/or obtained from or through the Cyber Security Services and/or the use thereof by the Customer.
- 9.6. Subject to this clause 9, for any failure or delay by Tototheo related to the Cyber Security Services, Tototheo Provider's total liability to the Customer in respect of any liability or responsibility arising from the Contract with the Customer, whether arising in contract, tort, negligence, misrepresentation, for breach of statutory duty, or otherwise shall be limited to and shall not exceed the amount equal to the amount invoiced and actually received by Tototheo for its Remuneration, at the time of the claim for damages by the Customer for the Cyber Security Service for which the claim arose.
- 9.7. The Customer has no right of recovery for the satisfaction of any cause arising out of or relating to the Contract and these Terms and Conditions against any party falling within the definition of "Tototheo".

10. **Indemnities**

- 10.1. Subject to clause 9 hereinabove, the Customer undertakes to defend, hold harmless, indemnify and keep indemnified Tototheo against each loss, liability, suit, proceedings, claims, damages, demands, disbursements, expenses and costs arising or accruing or being taken, commenced, made or sought from or against Tototheo, out of, or, in connection with:
 - 10.1.1. any claims or legal proceedings by a third party, arising from an alleged breach by the Customer of its obligations under these Terms & Conditions;
 - 10.1.2. any claims or legal proceedings by a third party, arising from the Customer's use of the Cyber Security Products and the Cyber Security Services in general or use of the Cyber Security Products and the Cyber Security Services in general by the Customer's employees, officers, end users or affiliates;
 - 10.1.3. the use of the Cyber Security Services or the content of any transmission made using the Cyber Security Services, including any

actual or alleged libel, slander, obscenity, indecency, infringement of copyright or breach of privacy or security;

- 10.1.4. any act or omission of the Customer resulting in loss of, or damage or degradation to the provision of the Cyber Security Services;
- 10.1.5. any claims, demands and causes of action of every kind and character arising in connection herewith in favour of the Customer's personnel or the Customer's invitees, on account of bodily injury, death or damage to such person's property, regardless of the cause of such bodily injury, death or damage to property, excluding the gross negligence of Tototheo;
- 10.1.6. any claim by a Third Party Vendor and /or any other third party for alleged intellectual property infringement arising from the use of the Cyber Security Services;
- 10.1.7. any failure by the Customer to comply with any law or regulation applicable in respect of the Cyber Security Services or obtain or maintain any governmental authorisation that is required for use of the Cyber Security Services; and
- 10.1.8. any use of the Cyber Security Services by the Customer, its employees, service providers or subscribers other than in accordance with these Terms & Conditions.

10.2. The Customer shall maintain liability insurance or self-insurance to cover its indemnities as referred to herein.

11. **Data Protection**

Each Party shall follow the relevant obligations and requirements as required by the Data Protection Legislation.

12. **Anti-Money Laundering**

12.1. The Customer warrants that it has complied with all applicable anti-money laundering laws and regulations.

13. **Document Retention**

13.1. Tototheo may retain documents for Cyber Security Services provided to the Customer in electronic form or paper in accordance to Tototheo's statutory requirements and as per its document retention policy in effect from time to time.

13.2. Thereafter, Tototheo may destroy documents without further reference to the Customer.

14. **Confidentiality**

14.1. Both Parties shall keep all information, including oral conversations, physical documents and electronic documents exchanged confidential and shall not disclose it to any other person not entitled to receive such information, unless otherwise required by law or the authorities.

14.2. Tototheo may be obliged by law or regulations to disclose information or confidential information of the Customer.

15. **Severability**

In case any provision in these Terms & Conditions becomes or shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. **Force Majeure**

Tototheo shall not be liable for any delay or non-performance of its obligations under these Terms & Conditions, if the delay or non-performance is caused by an event beyond its control.

17. **Notices**

17.1. All notices to be provided under the Contract and these Terms & Conditions unless otherwise specified in the Contract shall be in writing and shall be

delivered personally or sent by registered post or email. Contact details for recipients of notices are as follows:

For Tototheo: **TOTOTHEO MIDDLE EAST LIMITED**
89, Omonoias Avenue
Limassol 3048
Republic of Cyprus
Attn: Legal Department
Email: legal@tototheo.com

For the Customer: As specified in the Contract

17.2. The provisions of clause 17.1 do not apply in the event of service of any document in any legal action.

18. **Entire Agreement**

18.1. These Terms & Conditions constitute the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to any matter of these Terms & Conditions.

18.2. Any Contract between the Parties and any terms of these Terms & Conditions may be amended or varied only if such amendments or variations have expressly been agreed in writing by the authorised representatives of the Parties.

19. **Miscellaneous**

19.1. **Assignment**: Neither Party may assign, novate, subcontract, charge, transfer or otherwise dispose of the underlying Contract to which these Terms & Conditions apply, or any rights or obligations under it without the written consent of the other Party (which consent shall not be unreasonably withheld or delayed), except that assignment or novation of any and all rights and obligations hereunder within the entities defined as “Tototheo” is permitted, but always with reasonable prior written notice to the Customer.

- 19.2. Waiver: A waiver of any right or remedy under the Contract and these Terms & Conditions or by law is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under the Contract and these Terms & Conditions or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract and these Terms & Conditions or by law will prevent or restrict the further exercise of that or any other right or remedy.
- 19.3. No Agency. Nothing in the Contract and these terms & Conditions is intended to, or will be deemed to, establish any partnership or joint venture between the Parties, appoint or empower any Party to act as the agent of the other Party, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party, except as expressly authorised in writing by the other Party.
- 19.4. Third-Party Rights / Obligations. No one other than a party to the Contract, their successors and permitted assignees will have any right to enforce any of its terms. Tototheo may contract with third-parties (including Third Party Vendors) for certain services to be provided as part of the Cyber Security Services, and, to the extent such third-party terms and conditions differ from the terms and conditions of the Contract and these Terms & Conditions such third party terms and conditions will apply to that part of the Cyber Security Service.
- 19.5. No Property Interest. Each Contract is a service contract and does not grant, and the Customer will not assert, any right, interest or lien in any property or assets of Tototheo or a Third Party Vendor.

20. Law and Jurisdiction

- 20.1. These Terms & Conditions shall be governed by, construed, performed and enforced in all respects in accordance with the laws of the Republic of Cyprus.

20.2. Any dispute or difference between the Parties in any way connected with or arising out of these Terms & Conditions shall in the first instance be settled on an amicable and friendly basis.

20.3. Should the Parties fail to settle such dispute or difference on this friendly basis, then such dispute or difference shall be subject to the exclusive jurisdiction of the Courts of the Republic of Cyprus.

All the terms of the Terms & Conditions are of essence.