

## Definitions

"xTeL" means xTeL LLC, having its place of business at United Arab Emirates.

"CLIENT" means the person, firm or company who purchases the Goods or Services from xTeL. CLIENT name and address is same as that of issued quote 'Recipient'

"Service(s)" or "purpose" means all job, goods, operations, professional services provided by xTeL to CLIENT.

"Agreement" means the NDA and Service Agreement Terms & Conditions between xTeL and CLIENT for the Services. All xTeL generated quotes, receipts and invoice is attached and mandated with the Agreement

## Two-Way [Mutual] Non-Disclosure Agreement [NDA]

This Agreement is made between xTeL and CLIENT hereinafter referred individually a "party" and collectively the "parties".

### Definitions [NDA]

Within NDA, following words have the meanings given to them below:

"Confidential information" means any information disclosed by one party to the other party or parties in connection with the purpose, which is of a confidential nature irrespective of whether it is marked as such.

"Disclosing party" means the party or parties to this Agreement disclosing the confidential information.

"Receiving party" means the party or parties to this Agreement to whom the confidential information is disclosed.

### Confidentiality

In connection with xTeL Services and operations (the "purpose" or "Service" or "Services") certain confidential information may be disclosed between the parties.

2.1 The receiving party agrees:

- (a) to keep the disclosing party's confidential information, confidential;
- (b) not to use the disclosing party's confidential information except in connection with the purpose; and
- (c) not to disclose the disclosing party's confidential information to anyone.

2.2 Each party agrees that it will keep the purpose and the existence of this Agreement confidential.

2.3 This Agreement will not apply to information which:

- (a) is publicly available; or
- (b) has been received from someone else who owes no duty of confidence in relation to it; or
- (c) was already known by the receiving party [and informed to disclosing party by receiving party at the time of receiving]

2.4 Nothing in this Agreement will prevent the receiving party from disclosing confidential information:

- (a) if the disclosing party has given its prior written consent; or
- (b) if the disclosure is required by law or regulation

2.5 The receiving party will ensure that anyone who receives confidential information is bound by confidentiality obligations before the confidential information is disclosed.

### Term

- 3.1. The NDA shall continue in force for a period of three (3) years from the date of quote issued by xTeL (Effective Date), and renewed yearly indefinitely unless both parties mutually terminate the Agreement.
- 3.2. The service agreement duration will be based on the service conditions/period or time duration as mentioned in the related quote/invoices issued.
- 3.3. Termination of this Agreement shall not affect any accrued rights or remedies to which the Disclosing Party is entitled.
- 3.4. Following a written request from the disclosing party, the receiving party will, as soon as practicable, either destroy or return all confidential information to the disclosing party or, in the case of electronic copies of confidential information, delete them or make them reasonably inaccessible. However, xTeL may retain a copy of the confidential information for its internal purposes.

### Liability for Breach of Agreement

If the Recipient hereto breaches this Agreement, the Recipient shall be legally liable for its breach of Agreement, and compensate Disclosing Party against all loss as a result of its breach of Agreement

### General

This NDA forms the Service Agreement [with a total of four (4) pages including the general T&C, xTeL Service Usage, Quotation / Payment / Refund Terms, Intellectual Property, Disputes, Liability & Indemnity] between the parties relating to the Services and confidential information disclosed in connection with the services. It replaces any earlier Agreements, representations, or discussions. Neither party excludes liability for any fraud.

### Governing law and jurisdiction

This Agreement and any dispute arising from it, whether contractual or non-contractual, will be governed in accordance with the laws of United Arab Emirates and be subject to the exclusive jurisdiction of the Abu Dhabi Courts.

## GENERAL T&C

### AGREEMENT

- The description of the Services [including Service(s) activities, xTeL obligations, etc] shall be set out within the xTeL quote(s) submitted to the CLIENT.
- All xTeL services will be according to the Business Snapshot showcased by xTeL; any service variation to be officially written and confirmed by xTeL.
- xTeL service mobilization or activation requires a maximum of 14 working days from CLIENT PO confirmation by xTeL. Any extension on the mobilization timeframe will be informed officially by xTeL.
- xTeL will conduct the Services on the approved PO(s) generated by the CLIENT to xTeL, based on the quotes generated by xTeL or by signing this agreement.
- Any specific terms and conditions or quote discounts or payment milestones related to xTeL Services will be highlighted within the xTeL quote.
- No order for Services or PO shall be deemed accepted by xTeL until confirmed in writing by the xTeL's authorized representative signing the Agreement.

### OBLIGATIONS OF xTeL

- The xTeL will undertake the Services with reasonable skill and care and will comply with all reasonable, lawful and proper requests appropriate to the completion of the Services to the CLIENT.
- The xTeL may use the CLIENT's name, logo, trade and Service marks for the purpose of carrying out the Services as the CLIENT's representative.
- The xTeL will endeavor to provide the CLIENT with the reports (in a mutually pre-agreed format) on completion of the Services.

- The xTeL reserves the right to alter the wording of a script/question related to the Services set at any time and without notice.
  - All forecasts made by the xTeL, including those related to appointments, are estimates given in good faith using the xTeL's experience and judgment and do not constitute a guarantee, nor does the xTeL guarantee that the CLIENT will enter into an Agreement with any prospective CLIENT as a result of the Services provided by xTeL.
  - The xTeL will seek the permission of the CLIENT in the compilation of any published case study material in advance of any xTeL marketing and promotion.
- ### OBLIGATIONS OF THE CLIENT
- The CLIENT shall provide xTeL with all information, co-operation, support and access to such facilities and resources as may be required to enable the xTeL to carry out its obligations to the CLIENT.
  - The CLIENT shall be responsible for delivering to the xTeL all necessary material in the manner, quantity, form and in accordance with the delivery timescale as set out in the Agreement where applicable. xTeL reserves the right to charge a reasonable additional fee for any preparatory work necessary to amend the Services where material is not supplied as agreed.
  - The CLIENT warrants and represents to xTeL that the CLIENT has the unrestricted ability and authorization to grant any and all rights in and to any material supplied to xTeL.
  - The CLIENT warrants that any material shall be true and accurate throughout the Service period and that the CLIENT will notify xTeL of any changes to that material.

- The CLIENT warrants that the CLIENT shall be solely liable for the integrity, source and status of all CLIENT data including any CLIENT contact lists.
- All Data sourced by xTeL for the CLIENT shall be paid for by the CLIENT whether or not the Data is used by the CLIENT, unless mutually agreed with written confirmation.
- It is the CLIENT's responsibility to provide sufficient Data for the scheduled Service activities.
- All communications/correspondences are generally done via emails. It is CLIENT's responsibility to keep xTeL updated with their relevant email addresses.
- DATA SOURCED BY xTeL FOR THE CLIENT
  - xTeL will reasonably endeavour to ensure that the Data is sourced in accordance with the CLIENT's criteria, but xTeL acts as a re-seller in this respect and cannot be held responsible for the quality or relevance of any Data procured on the CLIENT's behalf. The same applies if the CLIENT requests xTeL to source data appends to enhance the standard of their own Data.
  - Whilst reasonable efforts will be made to ensure the accuracy of any Data obtained by xTeL for use in providing the Services, xTeL cannot, in any circumstances, accept liability for any loss, inconvenience or damage (including loss of profits) occasioned by any inaccuracy of, or any error in, any such Data.
  - The Data cannot be lent or sold to a third party and is strictly for the permitted use as described in the Agreement.
  - The CLIENT must ensure that the Data, nor any part thereof, shall be transferred or transmitted outside the United Arab Emirates and shall not be accessed or used outside of the United Arab Emirates.
  - The CLIENT must not use the Data in connection with the delivery or communication of any defamatory, malicious or threatening statements.
- DATA SUPPLIED BY THE CLIENT TO xTeL
  - The CLIENT shall supply the Data to xTeL in an agreed format that does not cause conflict with Service plan.
  - In the event that Data is supplied by the CLIENT to xTeL that causes disruption to the working processes of xTeL, inclusive of but not restricted to viruses, spam or other nuisance, the CLIENT is deemed to be liable and xTeL will seek compensation.
  - If the CLIENT requires xTeL to access their systems, then the CLIENT is responsible for any licensing issues and xTeL is not liable for any erroneous outcomes and cannot be held responsible by the CLIENT.
  - xTeL agrees to keep all CLIENT information confidential as required and xTeL will enter into an NDA with the CLIENT at the request of the CLIENT.
- CONFIDENTIALITY AND DATA PROTECTION
  - xTeL shall take all reasonable steps to ensure that all proprietary and confidential information supplied by a CLIENT to the xTeL is not disclosed to a third party, except to the extent necessary for the xTeL to deliver its Service as per the Agreement.
  - xTeL and the CLIENT agree that in the course of xTeL providing Services to the CLIENT, the parties may disclose to each other certain levels of confidential information. xTeL and the CLIENT agree that

they will not use the confidential information other than to perform their obligations under the Agreement.

- All data collated is stored securely and backed up.
- The CLIENT shall remain as data controller in respect of data and xTeL shall act only on the instructions of the CLIENT and take appropriate technical and organizational measures against unauthorized or unlawful processing of personal data and against loss or destruction of or corruption to any such data.
- CALL RECORDING
  - For quality control and monitoring purposes only, all or specific calls made to or by xTeL may be digitally recorded.
- SOLICITING STAFF
  - The CLIENT shall not, during the term of the Agreement, cause, encourage or assist employees of xTeL to leave its Services or xTeL or do anything which would constitute a breach of this Agreement.
- LIABILITY
  - If xTeL's performance of its obligations under the Agreement is prevented, suspended, delayed, or otherwise adversely affected by any act, omission or prevarication by the CLIENT, xTeL shall not be liable for any costs, charges or losses incurred by the CLIENT.
  - The CLIENT would be liable if they had caused such a situation outlined as above and caused xTeL financial loss, or any consequential loss such as loss of reputation and loss of opportunity.
  - xTeL's liability to the CLIENT for any breach of this Agreement, negligence, misrepresentation or otherwise shall be limited to the price payable by the CLIENT under this Agreement. In no circumstances shall xTeL be responsible for any consequential loss, however incurred, including without limitation loss of profit, business or anticipated saving.
- FORCE MAJEURE
  - Neither party shall be liable to the other for any loss or damage which may be suffered by the other to any cause beyond either party's reasonable control including, but not limited to, any failure of telephone or internet or database systems, act of God, terrorism, inclement weather, failure or shortage of power supplies, flood, drought, lightening or fire, strike, lock-out, trade dispute or labor shortage, any act or omission of government, telecommunication operators or other competent authorities, war, military operation, or difficulty, delay or failure of production or supply by third parties of materials necessary to carry out either parties' obligations under this Agreement.
- JURISDICTION
  - This Agreement is governed by and interpreted in accordance with United Arab Emirates [UAE] law. The parties agree that the Abu Dhabi courts will have non-exclusive jurisdiction to hear any disputes relating to this Agreement.

#### xTeL SERVICE USAGE

- CLIENT is not allowed to use xTeL Services for any purpose that is unlawful, improper or to share any material that is
  - Offensive, obscene or defamatory.
  - Breach of privacy of third party's rights including trademark, copyrights, or any other intellectual property rights.
  - Posted or transmitted for the purpose of promoting unlawful content.
  - Misleading identity or in any way that suggests CLIENT is connected, affiliated, or sponsored with xTeL.
- Not to use xTeL Services for any commercial purpose or any manner that causes any disrepute to xTeL.
- Not to use xTeL Services to violate any security measures
- Not to use xTeL Services that could damage, overburden, disable or compromise xTeL system or security.
- CLIENT should not remove, replace, or alter any notice of trademarks, authorship, logos, business name or any such designations of origin in xTeL Services.
- CLIENT should not use any automated computer program or scan, copy or index that exploit the xTeL Services.

### QUOTATION / PAYMENT / REFUND TERMS

All prices are quoted and payment to be in UNITED ARAB EMIRATES DIRHAMS [AED].

- All xTeL generated quotes or pricing estimations will have a validity of 30 days from the date of issuance.
- Quoted price or estimations are part of the overall offer, which are subject to change if quantity is changed or services are ordered individually.
- All invoices are to be processed as per the billing schedule via the xTeL preferred method of payment. Billing schedule will be as per mentioned in the quote or invoice. Any discounts or reductions mentioned in the quote to be considered in the invoice.
- CLIENT shall reimburse xTeL for all taxes, excise or other charges which xTeL may be required to pay to any government (national, state or local) upon the sale or Services including Value Added Tax.
- All estimations, quotations, indication of costs and financial commitments given or made by xTeL are considered as confidential and based on the assumption of the validity of the information provided being fully accurate and correct in all circumstances. xTeL maintains the right at any stage to re-negotiate any contract, cost agreement or any other relevant commitment should any information provided by the CLIENT fail to be fully valid accurate and correct.
- Payments [any and all] must be made within 5 working days from invoice date, unless mutually agreed otherwise. Any payment/invoice variation to be updated back to xTeL accounts within 3 working days from invoice date.

- By accepting a quote, CLIENT agree to and accept the terms and conditions of xTeL. Acceptance can be by official email or payment of service initiation or signing the quote / invoice / contract or CLIENT issuing PO for xTeL services.
- CLIENT to ensure that xTeL have included all requirements in the quotes/proposals/ estimates and that xTeL fully understand their Service deliverables. CLIENT must provide xTeL with clear guidelines along with the instructions or specific details xTeL team may require. When such details are not provided, xTeL will proceed with the documented Service/deliverables of the requirements and quote accordingly. At a later stage, if a discrepancy arises, it may lead to additional costs to accommodate the changes. Thus, it is essential that CLIENT clarify every aspect of the development and ensure that CLIENT have been quoted on the right requirements.
- Any complexity related to specific tasks, must be advised in advance and included in the proposal for costing purposes. xTeL operate in good faith and rely on the CLIENT to disclose the full picture at the time of quotation. Any discrepancy arising due to unclear requirements will not be borne by xTeL.
- All cancellations must be received in writing and can be sent via official mail. Telephone requests on cancellations will not be accepted. For minor or once-off works, payments need to be made either in advance or as per the terms mentioned in the invoice/proposal. If CLIENT require any changes to the terms, CLIENT must inform xTeL in writing (emails accepted) within two working days of the receipt of the same.
- Late fees and charges: All outstanding invoices may incur a late payment fee of [5% of the payment total] per month, from the due date; unless mutually agreed otherwise by email.

### INTELLECTUAL PROPERTY

- All content of this document is a property of xTeL unless otherwise specified. xTeL reserves the right to change the content or policies without any prior notice.
- The copyrights related to xTeL can be transferred to the CLIENT at an additional cost. xTeL reserves the rights to refuse the transfer of ownership.
- Copyrights handed over to the CLIENT do not include rights to re-use the Service for any commercial or non-commercial purposes. In the case of business restructuring or ownership change, the Services may be transferred from one owner to another. New owners are not allowed to re-sell or re-use for any commercial or non-commercial purpose.

### DISPUTES, LIABILITY & INDEMNITY

- In an event of a dispute, xTeL reserves the right to charge the CLIENT in full for the work done as well as for the resources spent in managing the dispute. In such an event, xTeL reserves the right to charge the CLIENT without honouring any discounts that were previously honoured in good faith. Under no circumstances will xTeL be liable for any damages arising from misrepresentation or misinformation.
- xTeL reserves the right to refuse Service to any CLIENT, if these are not aligned with xTeL business operating principles and policies.
- xTeL provides its Services as is, without any guarantees on security or other issues leading to loss of data, sale or reputation. xTeL ensure to the best of our ability that our systems and servers are protected from hackers, viruses, intruders and other online and offline problems, however xTeL will not be held liable for any disruption of Services if such situation arises.
- Relationship of xTeL with its suppliers, partners and sub-contractors is of an independent nature. None of the parties have any power, right or authority to interfere or bind the other or assume or create any obligation or responsibility, whether expressed or implied, on behalf of the other or in the other's name.
- CLIENT will indemnify and hold xTeL, its licensors, content providers, Service providers, employees, agents, officers, directors, contractors and sub-contractors (the "Indemnified Parties") harmless from your breach of any of these Terms and Conditions or any other terms, conditions, policies or procedures herein, including, without limitation, any use of content other than as expressly authorized in these Terms and Conditions. CLIENT agrees that the indemnified parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify and hold harmless the Indemnified Parties from any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees in connection therewith. CLIENT will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information obtained from xTeL.
- xTeL will not be liable for any breach of the Agreement which is caused by a matter beyond its reasonable control including but not limited to Act of God, fire, lightning, explosion, war, disorder, flood, earth quake, industrial disputes (whether or not involving their employees), extremely severe weather, or acts of local or central government or other competent authorities.