

# Master Subscription Agreement

This subscription agreement governs use of Remitex Technologies Ltd. (RETL) services by its partners. Capitalized terms have the definitions set forth herein.

**This agreement constitutes a binding contract on you and governs the use of and access to the services of RETL by you, agents and end-users whether in connection with a paid or subscription (inclusive of free trial if any) to the services.**

BY ACCEPTING THIS AGREEMENT, either by accessing or using a Service, or authorizing or permitting any Agent or End-User to access or use a Service, you agree to be bound by this Agreement as of the date of such access or use of the Service (the "Effective Date"). Partner agrees to the terms of this agreement. If the individual accepting this agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "Partner" shall refer to such entity and its affiliates. If the individual accepting this agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this agreement and may not use the services.

The purpose of this Agreement is to establish the terms and conditions under which Subscriber may purchase Services and/ or Consulting Services from RETL as described in its documentation or in an engagement letter or in any other agreed form signed by you.

In the event of any inconsistency or conflict between the terms of the Agreement and the terms of any documentation or engagement letter, Statement of Work, the terms of engagement letter shall prevail. Non-English translations of this Agreement are provided for convenience only. In the event of any ambiguity or conflict between translations, the English version is authoritative and shall be implementable.

## Terms & Conditions

### **1. ACCESS TO SERVICES**

- 1.1 The services will be made available to you pursuant to the signing of the engagement letter and sign off on UAT.
- 1.2 The Services may not be accessed for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. RETL's direct competitors are prohibited from accessing the Services, except with RETL's prior written consent. It is effective between Partner and RETL as of the date of Partner's accepting this Agreement.
- 1.3 RETL's direct competitors are prohibited from accessing the Services, except with RETL's prior written consent

### **2. DEFINITION**

- "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- "Agreement" means this Subscription Agreement
- "Beta Services" means RETL services or functionality that may be made available to Partner to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.
- "Content" means information obtained by RETL from publicly available sources or its third-party content providers and made available to Partner through the Services, Beta Services or pursuant to an engagement letter, as more fully described in the Documentation.
- "Customer /Partner" means individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement,
- "Partner Data" means electronic data and information submitted by or for Partner to the Services, excluding Content and Non-RETL Applications.
- "Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- "Non-RETL Application" means a Web-based, mobile, offline or other software application functionality that interoperates with a Service, that is provided by Partner or a third party and/or listed on a Marketplace. Non-RETL Applications, other than those obtained or provided by Partner, will be identifiable as such.

- “Engagement Letter” means a document specifying the Services to be provided that is entered into between Partner and RETL or any of their Affiliates, including any addenda and supplements thereto. By entering into an engagement hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.
- “Purchased Services” means Services that Partner purchases under an engagement letter, as distinguished from Free Services or those provided pursuant to a free trial.
- “Services” means the products and services that are ordered by Partner under engagement letter or provided to Partner free of charge (as applicable) or under a free trial, and made available online by RETL, including associated RETL offline or mobile components, as described in the Documentation. “Services” exclude Content and Non-RETL Applications.
- “RETL” means RemitEx Technologies Ltd.
- “User” means a client of the Partner introduced by them to the mobile application. In the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized to use the mobile application, RETL has supplied a user identification and password to access the application software Users may include, for example, employees, clients who transacts business using the service offered by the partner company.

### 3. RETL RESPONSIBILITIES

- 3.1. Provision of Purchased Services:** RETL will (a) make the Services and Content available to partner pursuant to this Agreement, and the applicable engagement letter, (b) provide applicable RETL standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which RETL shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond RETL’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, pandemic civil unrest, act of terror, strike or other labor problem (other than one involving RETL employees), Internet service provider failure or delay, Non-RETL Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to RETL’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s use of the Services in accordance with this Agreement, the Documentation and the engagement letter.
- 3.2. Protection of Customer Data.** Digi platform only facilitates the collection of the data for the Partner. The data is acquired and stored by the Partner as per applicable policies in place with them. RETL is not responsible for the usage of such data. RETL will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer/ User Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users).
- 3.3. RETL Personnel.** RETL will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with RETL’s obligations under this Agreement, except as otherwise specified in this Agreement.

### 4. USE OF SERVICES AND CONTENT

- 4.1. Subscription:** Unless otherwise provided in the applicable engagement letter, (a) Services and access to Content are purchased as subscriptions for the term stated in the engagement letter, (b) subscriptions for Services may be added during a subscription term at the negotiated price for each service. and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the **delivery** of any future functionality or features, or dependent on any oral or written public comments made by RETL regarding future functionality or features.
- 4.2. Usage Limits.** Services and Content are subject to usage limits specified in engagement letters and other Documentations. If Customer exceeds a contractual usage limit, RETL will invoice for excess usage in accordance with the agreed terms.
- 4.3. Customer Responsibilities:** Customer will (a) be responsible for Users’ compliance with this Agreement, Documentation and terms of engagement, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer’s use of Customer Data with the Services, and the interoperation of any Non-RETL Applications with which Customer uses Services or Content, (c) use commercially **reasonable** efforts to prevent unauthorized access to or use of Services and Content, and notify RETL promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Engagement Letter, and (e) comply with terms of service of any Non-RETL Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in RETL’s judgment threatens the security, integrity or availability of RETL’s services, may result in RETL’s immediate suspension of the Services, however RETL will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

- 4.4. Usage Restrictions:** The Partner firm will not (a) make any Service or Content available to anyone other than its Customer or Users, or use any Service or Content for the benefit of anyone other than its Customer, unless expressly stated otherwise in the engagement letter, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-RETL Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-RETL Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of RETL intellectual property except as permitted under this Agreement, engagement letter, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or as per engagement letter or any other Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.
- 4.5. Removal of Content and Non-RETL Applications:** If Partner receives notice that Content or a Non-RETL Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use the Partner should advise, RETL to disable the applicable Content, Service and/or Non-RETL Application.

## **5. NON-RETL PRODUCTS AND SERVICES**

- 5.1. Non-RETL Products and Services: RETL or third parties may make available (for example, through a Marketplace or otherwise)** third-party products or services, including, for example, Non-RETL Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-RETL provider, product or service is solely between Customer and the applicable Non-RETL provider. RETL does not warrant or support Non-RETL Applications or other non-RETL products or services, whether or not they are designated by RETL as "certified" or otherwise, unless expressly provided otherwise in an Engagement Letter. RETL is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-RETL Application or its provider.
- 5.2. Integration with Non-RETL Applications.** The Services may contain features designed to interoperate with Non-RETL Applications. RETL cannot guarantee the continued availability of such Service features and may cease providing them without entitling Partner to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-RETL Application cease to make the Non-RETL Application available for interoperation with the corresponding Service features in a manner acceptable to RETL.

## **6. FEES AND PAYMENT**

- 6.1. Fees:** Customer will pay all fees specified in engagement letter. Except as otherwise specified herein or in the engagement letter (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
- 6.2. Taxes:** RETL's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If RETL has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, RETL will invoice Customer and Customer will pay that amount unless Customer provides RETL with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, RETL is solely responsible for taxes assessable against it based on its income, property and employees.

## **7. PROPRIETARY RIGHTS AND LICENSES**

- 7.1. Reservation of Rights:** Subject to the limited rights expressly granted hereunder, RETL, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 7.2. Access to and Use of Content:** Customer has the right to access and use applicable Content subject to the terms as applicable.
- 7.3. License by Partner to RETL:** Partner grants RETL, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-RETL Applications and program code created by or for Customer using a Service or for use by Partner with the Services, and Partner Data, each as appropriate for RETL to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Partner chooses to use a Non-RETL Application with a Service, Partner grants RETL permission to allow the Non-RETL Application and its provider to access Customer Data and information about Partner

'usage of the Non-RETL Application as appropriate for the interoperation of that Non-RETL Application with the Service. Subject to the limited licenses granted herein, RETL acquires no right, title or interest from Partner or its licensors under this Agreement in or to any User Data, Non-RETL Application or such program code.

- 7.4. **License by Partner to Use Feedback:** Partner grants to RETL and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Partner or Users relating to the operation of RETL's or its Affiliates' services.
- 7.5. The Source Code and Intellectual Property Rights remain with RETL, the company is only Licensing the product to the client.

## 8. CONFIDENTIALITY

- 8.1. **Definition of Confidential Information:** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Partner includes Partner Data; Confidential Information of RETL includes the Services and Content, and the terms and conditions of this Agreement and all Engagement Letters (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional RETL services.
- 8.2. **Protection of Confidential Information:** As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Engagement Letter to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, RETL may disclose the terms of this Agreement and any applicable Engagement Letter to a subcontractor or Non-RETL Application Provider to the extent necessary to perform RETL's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.
- 8.3. **Compelled Disclosure:** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so.

## 9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 9.1. **Representations:** Each party represents that it has validly entered into this Agreement and has the legal power to do so.
- 9.1 **RETL Warranties:** RETL warrants that during an applicable subscription term (a) this Agreement and the Engagement Letter, will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) RETL will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Engagement Letter, and (d) subject to the "Integration with Non-RETL Applications" section above, RETL will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.
- 9.2 **Disclaimers:** except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Content and beta services are provided "as is," and as available exclusive of any warranty whatsoever.

## 10. MUTUAL INDEMNIFICATION

- 10.1 Indemnification by RETL:** RETL will defend Partner against any claim, demand, suit or proceeding made or brought against Partner by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Partner from any damages, attorney fees and costs finally awarded against Partner as a result of, or for amounts paid by Partner under a settlement approved by RETL in writing of, a Claim Against Partner, provided Customer (a) promptly gives RETL written notice of the Claim Against Partner, (b) gives RETL sole control of the defense and settlement of the Claim Against Customer (except that RETL may not settle any Claim Against Customer unless it unconditionally releases Partner of all liability), and (c) gives RETL all reasonable assistance, at RETL's expense. If RETL receives information about an infringement or misappropriation claim related to a Service, RETL may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching RETL's warranties under "RETL Warranties" above, (ii) obtain a license for Partner's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by RETL, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an engagement letter for which there is no charge; or (4) a Claim against Customer arises from Content, a Non-RETL Application or Customer's breach of this Agreement or the Engagement Letter.
- 10.2 Indemnification by Partner:** Partner will defend RETL and its Affiliates against any claim, demand, suit or proceeding made or brought against RETL by a third party alleging (a) that any Customer Data, User Data or Partner 's use of Partner Data with the Services, (b) a Non-RETL Application provided by Partner , or (c) the combination of a Non-RETL Application provided by Partner and used with the Services, infringes or misappropriates such third party's intellectual property rights, or arising from Partner 's use of the Services or Content in an unlawful manner or in violation of the Agreement or the Engagement Letter (each a "Claim Against RETL"), and will indemnify RETL from any damages, attorney fees and costs finally awarded against RETL as a result of, or for any amounts paid by RETL under a settlement approved by Partner in writing of, a Claim Against RETL, provided RETL (a) promptly gives Partner written notice of the Claim Against RETL, (b) gives Partner sole control of the defense and settlement of the Claim Against RETL (except that Partner may not settle any Claim Against RETL unless it unconditionally releases RETL of all liability), and (c) gives Partner all reasonable assistance, at Partner 's expense. The above defense and indemnification obligations do not apply if a Claim Against RETL arises from RETL's breach of this Agreement or the Engagement Letter
- 10.3 Exclusive Remedy:** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

## 11. LIMITATION OF LIABILITY

- 11.1 Limitation of Liability:** In no event shall the aggregate liability of each party together with all of its affiliates arising out of or related to this agreement exceed the total amount paid by partner and its affiliates hereunder for the services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability but will not limit customer's and its affiliates' payment obligations under the "fees and payment" section above.
- 11.2 Exclusion of Consequential and Related Damages:** In no event will either party or its affiliates have any liability arising out of or related to this agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or its affiliates have been advised of the possibility of such damages or if a party's or its affiliates' remedy otherwise fails of its essential purpose. The foregoing disclaimer will not apply to the extent prohibited by law.

## 12. TERM AND TERMINATION

- 12.1 Term of Agreement:** This Agreement commences on the date Partner signs and accepts the engagement letter and continues until all subscriptions hereunder have expired or have been terminated.
- 12.2 Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Engagement Letter. Except as otherwise specified in an Engagement Letter, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 180 days before the end of the relevant subscription term. Except as expressly provided in the applicable Engagement Letter, renewal of promotional or one-time priced subscriptions will be at RETL's applicable list price in effect at the time of the applicable renewal. RETL reserves the right to increase the subscription fee by value upto 25% of the previous fee collected from the client. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

- 12.3 Termination:** A party may terminate this Agreement for cause (i) upon 90 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 12.4 Refund or Payment upon Termination:** If this Agreement is terminated by Customer or RETL in accordance with the "Termination" section above, Customer is liable to pay any unpaid fees covering the remainder of the term of Engagement Letter. In no event will termination relieve Customer of its obligation to pay any fees payable to RETL for the contracted period. In case the agreement is terminated due to a material breach by RETL, the Customer shall be refunded the pro-rata share of the subscription fees.
- 12.5 Surviving Provisions:** The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Content and Non-RETL Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as RETL retains possession of Customer Data.
- 12.6 Discontinuation / Non-Renewal:** In case, the Partner intends to discontinue or cancel the license, he shall serve an advance notice of 6 months to RETL, failing which, the license shall be deemed to have been renewed and appropriate fee as applicable will be payable.

### 13. GENERAL PROVISIONS

- 13.1 Anti-Corruption:** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- 13.2 Entire Agreement and Engagement of Precedence:** This Agreement is the entire agreement between RETL and Partner regarding Partner's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Partner purchase order or in any other Partner order documentation (excluding engagement letter) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Engagement Letter, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 13.3 Relationship of the Parties:** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 13.4 Third-Party Beneficiaries:** There are no third-party beneficiaries under this Agreement.
- 13.5 Waiver:** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 13.6 Severability:** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 13.7 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including Engagement Letter), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, RETL will refund Partner any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 13.8 Manner of Giving Notice:** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Partner will be addressed to the relevant billing contact designated by Partner. All other notices to Partner will be addressed to the authorized person.
- 13.9 Agreement to Governing Law and Jurisdiction:** This agreement shall be construed, interpreted, and applied in accordance with the DIFC laws of United Arab Emirates.

\*\*\*\*\*