

GOUP SERVICE AGREEMENT

MLU Europe B.V., a company organized under the laws of the Netherlands, with its registered address at Schiphol Boulevard 291, 1118 BH Schiphol, the Netherlands (hereinafter referred to as the “**Contractor**”), offers you, as the client (hereinafter referred to as the “**Client**”), to conclude information services and license agreement based on the terms and conditions as follows.

1. DEFINITIONS AND INTERPRETATIONS

1.1. In addition to the words and expressions defined directly above and throughout the text of the Agreement, the following words and expressions in this Agreement shall have the meanings set forth below.

Access Service – providing an access to the Platform by the Contractor to the Client.

Agreement – the GOUP Service Agreement; an agreement entered into by and between the Contractor and the Client on the terms and conditions specified herein and available at: www.goup.ai/offer, that is to be supplemented by provisions set forth in a Specification furtherly agreed hereunder by the Parties.

Application for drivers – a mobile application based on iOS and/or Android operation systems intended for drivers (individuals) who provide irregular transportation of passengers and baggage and/or other transportation services on behalf of transportation service provider or on its own in accordance with the Law of the Territory. Application for drivers shows a driver the orders for transportation service made through the Application for users and respective information of the potential ride, payouts, helps with a trip route etc.

Application for users – a mobile application based on iOS and/or Android operation systems intended for persons (individuals). Application for users allows a passenger to place an order for transportation service and get a ride.

Affiliate – shall mean in relation to any person, any other person directly or indirectly Controlled by, or Controlling of, or under common Control with, that person. For the purpose hereof “control” shall mean shall mean with regard to a person the power or authority, whether exercised or not, to direct the business, management, and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, provided that such power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the voting of more than 50% (fifty percent) of the votes entitled to be cast at a meeting of the members or shareholders of such person or power to control the composition of a majority of the board of directors of such person; the expressions “controlled” and “controlling” herein have meanings correlative to the foregoing.

Business day – a day, other than a Saturday, Sunday, or public holiday and other non-working days on the Territory and the Parties’ places of business on which banks are generally opened for the transaction of normal banking business in there.

Confidential Information – any information (scientific and technical, technological, manufacturing, financial and economic or other information, including the one about information security tools, identification, authentication, authorization (usernames, passwords, etc.), to be transferred by the disclosing Party to the receiving Party in any possible form (oral, written, electronic and other), which has any actual or potential commercial value due to being unknown to third parties and not legally available, as well as information on the Party or its Affiliate disclosed hereunder, that is proprietary to the disclosing Party; as well as any information received by extracting, processing, generalization or analytical calculations of the Confidential Information.

Customization Service – a service on producing the Software with a visual provided by the Client in terms of the Specification, rendered by the Contractor to the Client hereunder.

Customization Service Fee – a fee payable by the Client to the Contractor for the provision of the Customization Service in amount set forth in cl. 4.1.1 and pursuant to the terms hereof.

Data Processing Agreement – shall mean the agreement as available at goup.ai/dpa that is deemed to be incorporated into this Agreement by reference.

Effective Date – the date of the Agreement which is to be determined pursuant to cl. 11.1-11.2 hereof.

Electronic Notice – an electronic communication delivered as follows:

- a. via the Platform;
- b. to a Party's e-mail address specified in the Platform or in the Specification;
- c. when the communication with the Client is concerned, by publication at www.goup.ai/offer , or
- d. when the communication with the Client is concerned, to the Client's or the Client's duly authorized representative's e-mail address which the Client or its relevant representative has previously used for a communication with the Contractor.

End Users – the individuals who use the Software.

GOUP Service – jointly the Customization Service, Access Service, other additional services which may be provided by the Contractor hereunder upon the Client's request; as well as granting the right to use the Software by the Contractor to the Client.

Law of the Territory – all laws, regulations, directives, statutes, subordinate legislation, all judgments, orders, notices, instructions, decisions and awards of any competent governmental authority and all codes of practice having force of law, statutory guidance and policy notes, in each case to the extent applicable to the provider of the Ride-Hailing Service or any user, or as the context requires existed at the relevant time in the Territory.

Parties and Party – jointly the Contractor and the Client or either of them, correspondingly.

Platform – a website with personal account for the Client, available to the Client after authorization using the Client's login and password. Platform is designed for a legal entity (or individual entrepreneur, as the case may be) rendering (or is intended to render) services in the transportation of passengers and baggage in accordance with Law of the Territory to manage its activity, to dispatch users' orders to drivers, making settings for the Ride-Hailing Service (in view of available options), remotely interact with drivers, use statistics etc.

Registration – shall mean a combination of the Client's actions (including filling in the registration form), which result in the assignment to the Client of a login and password to access the Platform.

Reporting Period – a calendar month long period. In this respect, the first Reporting Period shall be deemed a period of time from the date when the first ride is completed by means of Ride-Hailing Service within the Territory to the end of the relevant calendar month, and the last Reporting Period shall be deemed a period of time from the date of beginning of the relevant calendar month to the date of expiration, repudiation of the Agreement or termination of this Agreement.

Ride-Hailing Service – various informational services provided by means of the Software and the Platform, which, without limitation, include automatic processing and transferring of information of the users' orders for transportation service that are submitted by the users via the Application for users within the Territory, that [services] enable and (or) assist the driver with receiving relevant information on the orders, performing orders, and communicating with the users through the Application for drivers.

Service Fee – a fee payable by the Client to the Contractor for the provision of the Access Service and granting the right to use the Software pursuant to the terms of the Agreement.

Software – jointly, as well as either the Application for drivers or the Application for users.

Specification – an appendix hereto that is to be concluded by the Parties so that the way of how the Software shall be customized due to the Client's request, the Territory, the payment terms and scope of additional services, if any, are to be determined; and shall be deemed as an integral part hereof.

Specification Date – a date on which the Specification comes into force, as provided in there.

Territory – a territory (country or a specific territorial unit in there, as set forth in the Specification by the Client) where the Software and the Platform are allowed hereunder to be used by the Client.

1.2. A reference to applicable laws, legislation, a legislative provision, or a legal requirement is a reference to legislation of the law of England and Wales, in each case as the applicable to the Parties or any of them, as amended or re-enacted, as well as includes all subordinate legislation made under that legislation, legislative provision, or a legal requirement.

1.3. References to "writing", "written" and similar expressions shall include any modes of reproducing words in any legible form on paper (for the avoidance of doubt: this shall not include any electronic communication, including e-mail, attachments to e-mail, fax, telefax, the modes of communication specified for the Electronic Notice) forwarded pursuant to cl. 12.7 hereof.

1.4. In case if any term or expression, whether capitalized or not, is not defined in the Agreement and its meaning cannot be ascertained from the generally accepted plain meaning of this term or expression in the English language, the following sources shall be used in the following order to ascertain its meaning: (a) the general context of the Agreement, (b) the legislation and court practice of England and Wales.

1.5. In case of any contradiction between this Agreement and the Specification, provisions and clauses from the Specification shall prevail.

2. SUBJECT OF THE AGREEMENT

2.1. In consideration of the foregoing premises contained herein, the Contractor shall:

2.1.1. produce the Software with a visual provided by the Client;

2.1.2. provide the Client with an access to the Platform; and

2.1.3. grant to the Client the right to use the Software on the basis of ordinary (non-exclusive) license,

so that the Platform and the Software are to be used in the business of the Client and/or its Affiliate under the terms and conditions of the Agreement and the Specification thereto, for a fee.

2.2. Under the Client's request, the Contractor might provide the Client with the additional services to the extent related to maintenance of the Ride-Hailing Service. The scope of the additional services, provision, fee and payment terms are to be agreed by the Parties in the Specification.

2.3. The Client accepts and acknowledges that use of the GOUP Service is regulated by the Data Processing Agreement as an integral part hereof.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Customization Service

3.1.1. Under the Client's request specified to in the Specification, the Contractor shall produce the Software with a visual provided within the term set forth in cl. 3.2.3 hereof. The Client will provide to the Contractor all the materials (references) for such visual of the Software and shall be liable for such all materials (references). For the avoidance of doubt, the Client's hereby grants the right to the Contractor to use the intellectual property which the materials provided by the Client in terms hereof may contain (including without limitations trademarks, registered or unregistered design, copyright, etc.) for purpose of rendering the Customization Service.

3.1.2. Within the entire term of the Agreement, the visual of the Software might be amended by the Contractor due to the Client's written request. In case that such amendments are required for considerable and time-consuming efforts by the Contractor's side, the Contractor reserves the right to charge an additional fee for such service, which amount is to be priorly communicated to the Client.

3.2. Use of the Software under the license

3.2.1. The Contractor hereby grants to the Client, for the terms of the Agreement and Specifications hereto, an ordinary (non-exclusive) license, the non-transferable right to use the Software (software solution including without limitation program code, its contents and related materials) for the purpose of carrying out commercial and other activities related to provision of the Ride-Hailing Service within the Territory in the following ways:

3.2.1.1. providing the Software to the End Users on the basis of the license agreements, which provisions shall not infringe the Agreement, on behalf of the Client or its Affiliate that is to be provided in the Specification;

3.2.1.2. bring the Software to the attention of public by (i) publishing the Software in App Store and Google Play, subject to the Contractor's assistance and control, as specified in cl. 3.2.2-3.2.3 hereof; and (ii) advertising and otherwise promoting the Software within the Territory in order to attract the End Users, subject to the Law of the Territory.

3.2.1.3. use the Software in order to provide it in App Store and Google Play to the End Users.

3.2.2. No later than ten (10) Business days from the Specification Date, the Client has to provide to the Contractor an access to the Client's or its Affiliate' App Store and Google Play personal account so that the Contractor has the opportunity to publish the Software to the store on the behalf of the Client and to update the Software.

3.2.3. The Contractor facilitates in publishing the Software to the Client's (or its Affiliate's, as the case may be) personal accounts in Google Play and App store so that the Software is to be available for downloading by the users in stores not later than forty (40) calendar days from the Specification Date.

3.2.4. The obligation to grant the rights to use the Software shall be deemed as fulfilled by the Contractor from the moment of the Software publishing in the Google Play's or in the App Store's account named by the Client in accordance with cl. 3.2.2 hereof so that the Software is to be available for downloading by the users in store, whichever comes later.

3.2.5. The Client's rights to the Software under the license provided hereunder in terms of the Territory, or any other terms and conditions, if any, are to be determined and/or clarified in the Specification.

3.2.6. The Contractor provides to the Client technical possibility to publish in the Software links, specified in the Specification or communicated by the Client via Electronic Notice, where the legal documents meant to the End users are located. Client shall be solely liable for the content of such documents, as well as their compliance with the Law of the Territory.

3.3. Access Service

3.3.1. To use the Platform the Client shall create an account on the Platform by providing the true and accurate information determined by the Contractor through the Registration.

3.3.2. If the information provided by the Client to create an account on the Platform is full and valid, in order to provide the Access Service, the Contractor will provide the Client via Electronic Notice, within a reasonable period, with a login and password to access the Platform and link to a website where the Client logs in using the login and password communicated by the Contractor. It shall be the sole responsibility of the Client to change the login and password used to enter the personal account.

3.3.3. The Client shall not transfer the login and password to the Platform to, or create a new account on the Platform for, any other person, unless otherwise is agreed by the Contractor.

3.3.4. The Client shall be solely liable for the protection and confidentiality of the login and password provided with respect to the Platform. Everything done on the Platform using the Client's login and password shall be deemed to be performed by the Client who shall be solely liable for it.

3.3.5. The Client shall obtain and maintain, and shall ensure that its Affiliate, as the case may be, all the technical means required for usage the Platform, and the Contractor shall never be required to provide such technical and other means or compensate for obtaining or maintaining any of them.

3.3.6. For the avoidance of doubt, the Platform will be available for the Client in full functionality in terms of the Ride-Hailing Service from the moment the End Users start using the Software.

3.4. During the whole term of the Agreement, the Client shall comply with the Law of the Territory, and ensure the compliance with the Law of the Territory, while using GOUP Service, as well as of the websites, services, products and computer programs that the Client and/or its Affiliate use along with the Platform and/or with the Software (software functions).

3.5. When using the GOUP Service and performing its rights and obligations hereunder the Client shall comply with all the requirements of the Contractor set forth in the Agreement.

3.6. The Client receives the source code of neither the Software nor the Platform, and may not decompile the Software and the Platform or perform any other actions with them that are not expressly provided for in the Agreement, the Specification or other annexes thereto (if any).

3.7. The Client shall immediately notify the Contractor in writing giving full particulars if any of the following matters come to its attention:

- a. any actual, suspected or threatened infringement of any of the Contractor's intellectual property rights in respect to Software and/or the Platform (including source code, etc.);
- b. any claim made or threatened that exploitation of any of the Software or the Platform (as a software solution) infringes the rights of any third party, save for the claim related to the materials the Client has provided in terms of acquiring the Customization Service;
- c. any other form of attack, charge or claim to which the intellectual property rights in respect to Software and/or the Platform may be subject.

3.8. In respect of any of the matters listed in cl. 3.7 above, the Contractor shall (a) in its absolute discretion, decide what action if any to take, if any; and (b) have exclusive control over, and conduct of, all claims and proceedings. The Client shall not make any admissions other than to the Contractor and shall provide the Client with all assistance that it may reasonably require in the conduct of any respective claims or proceedings.

The provisions of sections 101, 101A and 234 of the Copyright, Designs and Patents Act 1988, and section 24(F) of the Registered Designs Act 1949 (or equivalent legislation in any jurisdiction), are expressly excluded.

3.9. The Client is obliged to provide the Contractor with reports on the use of the Platform and the Software upon the Contractor's request (the information requested is to be specified in there) communicated via Electronic Notice.

3.10. If the Client fails to comply with any terms and conditions of this Agreement, and/or the Law of the Territory, and/or the applicable laws, the Contractor may without incurring any liability to the Client and (or) any person:

3.10.1. immediately, without notice, suspend or terminate the Client's access to the Platform and/or to the Software until the Client has fully remedied any incompliance to the satisfaction of the Contractor; and/or

3.10.2. terminate the Agreement upon a written notice by the Contractor with an immediate effect from the date at which that written notice is received (shall be deemed received) by the Client.

3.11. The Contractor shall provide the Client with the necessary technical and user information about the Software and the Platform in the manner determined by the Contractor, as well as to provide the Client with the reasonably necessary information upon its request by Electronic Notice.

3.12. The Contractor may conduct preventive maintenance on the server, where the Platform and/or the Software are located, that might lead to temporary unavailability of the Platform and/or the Software. The total time of unavailability of the Platform and/or the Software associated with preventive maintenance shall not exceed twenty-four (24) hours per month.

3.13. The Contractor has the right to update or change the Software and the Platform at any time at its discretion without prior notification to the Client. Unless otherwise is agreed by the Parties in writing, in the event that the Client does not choose to upgrade to the current version of the Software and/or the Platform (when such Software/Platform is not automatically upgraded), the Contractor does not guarantee the quality and performance of the Software/Platform, as well as the technical support of the Software/Platform; the occurrence of errors in the operation and/or inoperable operation of previous versions of the Software/Platform shall not be considered as a non-performance or improper performance of the Contractor's obligations hereunder.

3.14. THE CLIENT SHALL AT ALL TIMES PRESENT ITSELF TO AND BE CONSIDERED BY ANY PERSON AS A PROVIDER OF THE RIDE-HAILING SERVICE AND RELATED TRANSPORTATION AND OTHER CORRESPONDING SERVICES, AS THE CASE MAY BE, TO THE END USERS AND SHALL BE RESPONSIBLE TOWARDS THE END USERS OR ANY OTHER RELATED THIRD PARTY, AS THE CASE MAY BE, FOR THE RIDE-HAILING SERVICE AND RELATED TRANSPORTATION AND OTHER CORRESPONDING SERVICES, WHICH INCLUDES FOR ALL PURPOSE WITHOUT LIMITATION FULL RESPONSIBILITY FOR THE RIDES, THE END USERS' PROPERTY, SAFETY AND SECURITY DURING RIDES, OTHER RELATED FAULT, ERRORS, OMISSIONS, ETC. FOR THE AVOIDANCE OF DOUBT, THE CONTRACTOR SHALL NOT BE LIABLE TO THE END USERS AND/OR OTHER RELATED PERSON FOR ANY LOSS OR DAMAGE, COSTS, EXPENSES, OR OTHER CLAIMS FOR CONSEQUENTIAL COMPENSATION WHATSOEVER, THAT MAY ARISE IN CASE OF THE CLIENT'S POOR PERFORMANCE.

3.15. The Contractor may enter into the agreements having its subject matter identical or similar hereto to the benefit of third parties which will not be considered as a breach of this Agreement.

4. ACCEPTANCE OF THE SERVICES. FEES AND PAYMENT

4.1. Customization Service Fee

4.1.1. In consideration for provision of the Customization Service, the Client shall pay the Contractor the fee in amount of **EUR 5,000 (five thousand euro)**.

4.1.2. Subject to cl. 11.1.2 hereof, the Customization Service Fee is to be paid by the Client to the Contractor in advance within five (5) Business days from the Specification Date by making wire transfer to the Contractor's bank account which details are set forth in the Specification.

4.1.3. The scope of the Customization Service is to be specified in the first Report provided by the Contractor to the Client pursuant to cl. 4.2.3 hereof. For the avoidance of doubt, the Customization Service shall be deemed fully accepted and agreed by the Client as specified in cl. 4.2.4 hereof.

4.2. Service Fee

4.2.1. In consideration for provision of the Access Service and granting the right to use the Software hereunder, the Client shall pay the Contractor the fees in amount of **one per cent (1%) of the total cost of all the rides completed within the Ride-Hailing Service** (including the amount of VAT and other applicable taxes) per the Reporting period pursuant to the statistical data reflected in the Platform. The Service Fee is to be calculated in the Territory currency and paid in EUR at the exchange rate on the date of payment.

4.2.2. The Contractor may unilaterally review and adjust the amount of the Service Fee by giving at least thirty (30) calendar days' notice prior to the proposed date of such adjustment to the Client. The amount of the fees may be adjusted once a year only.

4.2.3. The Contractor shall, by the end of the tenth (10th) Business day of a Reporting Period, send an Electronic Notice containing an electronic report in regard to scope of the Access Service rendered and the right to use of the Software granted in the immediately preceding Reporting Period (hereinafter referred to as the “**Report**”). The deemed date of the Report receipt by the Client shall be the Business day following the day of the Report sending by the Contractor.

4.2.4. If, within thirteen (13) calendar days from the date of the Report, the Contractor has not, for any reason, received from the Client a written notice with the Client’s objections, relevant justifications, and explanations, then:

- a. the Client shall be deemed to have accepted and agreed with the content of the Report and to have confirmed that Contractor has duly fulfilled its obligations hereunder in the relevant Reporting Period in all respects satisfy the Agreement;
- b. the Client shall have no right to raise any objections with regard to the relevant Reporting Period; and
- c. the Contractor may issue an electronic invoice based on the Report with regard to the relevant Reporting Period (hereinafter referred to as the “**Invoice**”) and make the Invoice available to the Client at the Platform.

4.2.5. The Client shall pay the Service Fee within five (5) Business days from the Invoice date. All settlements hereunder shall be made in EUR by making wire transfer to the Contractor’s bank accounts which details are set forth in the Invoice.

4.3. Taxes and stamp duty

4.3.1. Each Party shall be individually responsible for paying taxes levied on it under the laws applicable to the respective Party. The amounts set forth in the Agreement, appendices, invoices and/or reports hereto shall include all taxes, fees and other payments accrued in accordance with the laws of the Contractor’s country (if any). These amounts shall be transferred by the Client in full without deduction of any taxes, fees or other payments. If the law of the Client’s country requires the Contractor to pay any other taxes, charges, duties and/or other payments payable by the Contractor as an income recipient, then the total amount to be paid by the Client shall be increased so as to make the net amount received by the Contractor equal to the amount calculated in accordance as specified in appendices hereto. Upon receipt of the Contractor’s request, the Client shall provide to the Contractor: (a) documents confirming the payment of the deductions specified herein outside the Netherlands; and (b) a certificate of the Client’s tax residency for the relevant calendar year.

4.3.2. The stamp duty (if any) arising from this Agreement shall be paid by the Client in full amount.

4.4. The Client shall be deemed to have discharged its payment obligations on the date on which the full amount of the fees is credited to the Contractor's settlement account. Instead of the abovementioned bank confirmation the Contractor may, at its discretion, accept the following documents as a proper evidence of the payment: (a) in case of a non-cash payment, a facsimile of the payment order from the

Client's bank; or (b) any other evidence that the Contractor may accept.

4.5. A Party that transfers any payment to the other Party shall bear all banking charges related to such transfer that are payable in its [the first Party's] country, and the other Party shall bear all banking charges related to such transfer that are payable in the other Party's country.

4.6. Any settlement that has not been made within the term set out in this Section 4 shall bear interest at the rate of one per cent (1%) of the invoiced amount due per annum up to the maximum of 10 per cent (10%) of the invoiced amount due.

5. REPRESENTATIONS AND WARRANTIES

5.1. Each Party hereto represents and warrants to the other Party that:

5.1.1. it has the full power and authority to enter into and perform its obligations under this Agreement. Each Party hereto further represents and warrants that its signer (or who accepts the terms and conditions hereof by means specified in cl. 11.1 of the Agreement in order to enter in the Agreement) is fully and completely authorized to execute this Agreement. Each person who signs (or accepts the terms and conditions by means specified in cl. 11.1 hereof) this Agreement further warrants and represents that he/she has been authorized to do so as set forth in the first sentence of this Section 5;

5.1.2. it shall not bind the other Party to any agreement or obligation or give any representation, warranty or guarantee on behalf of and in respect to the other Party, except for those that are specifically authorized by the other Party in advance and in writing;

5.1.3. entering into this Agreement and performance of its obligations hereunder shall not constitute a breach of any other agreement that they may have previously entered into and does not violate the rights of any third party. Each Party hereto also represents and warrants that it has the proper experience and expertise required in order to perform its obligations hereunder.

5.2. The Client represents and warrants that:

5.2.1. it and/or any of its Affiliates, as applicable, owns, holds a proper license in, or otherwise has all necessary rights and permissions in and to the websites, services, software, materials and products that are used with the Platform and/or in which the Software is used and/or Software made with (including as specified in cl. 3.1.1 hereof) and that those are free from any infringement of trademark, copyright, patent, trade secret, proprietary information or other intellectual property rights of any third party including any kind of competition related infringements;

5.2.2. all the information provided by the Client within the Registration, including without limitation by filling in the registration form, is accurate, full and valid;

5.2.3. all consents, permissions, authorisations, approvals and agreements of third parties and all authorisations, registrations, declarations, filings with any governmental authority, commission, agency or other organisation having jurisdiction over the Client and/or its Affiliate, as applicable, which are necessary or desirable for it to obtain in order to enter into and perform this Agreement, as well as provide Ride-Hailing Service, has been dully obtained.

5.2.4. the Client and/or any of its Affiliates, as applicable, informs its employees, agents and any other third party whose personal data is being processed by the Contractor of such processing of their personal

data by the Contractor and provides them with all information necessary in order to ensure that the Client and/or its Affiliate, as applicable, complies with its notice obligations under applicable data protection and privacy laws. Relevant information on how the Contractor processes personal data when acting as data processor is provided by Data Processing Agreement concluded between the Client as a data controller and the Contractor as a data processor.

5.3. The Contractor hereby warrants that:

5.3.1. it has the right to enter into this Agreement and to grant to the Client the license to use the Software (including any updated or changes as per this Agreement) as contemplated by this Agreement and warrants that the grant of rights hereunder does not violate the copyright law, including any kind of competition related infringements, obligations assumed by the Contractor to third parties, or the rights of the third parties.

5.3.2. it owns, holds a proper license in, or otherwise has all necessary rights and permissions to use the Platform and that it shall be fully responsible for the same and the Contractor represents and warrants that it has all the necessary copyrights to the Software (including any updated or changes as per this Agreement) legally and is solely responsible for its initial content. The Client agrees and acknowledges that this representation and warranty does not extend to any material which is beyond the Contractor's control, including, but not limited to, any publicly available third-party web content (which may include text, data, information, photos, images, graphics, audio, video or other content), accessible through the Platform and/or Software (hereinafter the "**Web Content**"), and the Contractor gives no warranties and assumes no obligations whatsoever with respect to such materials, including, but not limited to, Web Content.

5.4. EXCEPT FOR THE FOREGOING REPRESENTATIONS AND WARRANTIES, CONTRACTOR DOES NOT MAKE ANY OTHER WARRANTIES HEREUNDER, WHETHER EXPRESS, IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. CONFIDENTIALITY AND ANNOUNCEMENTS

6.1. The Parties shall and undertake to keep secret the Confidential Information, and shall not disclose, make public, expose or provide the Confidential Information to third parties (except third parties subcontracted and/or engaged by the Party under the terms hereof that shall be bound by confidentiality obligations no less strict than the obligations of such Party under this Agreement) in any other way, except obtaining the prior written consent of the disclosing Party to do so or if obliged to do so by applicable laws in accordance with cl. 6.5 below.

6.2. The Parties shall take all necessary measures to protect the Confidential Information at least to the same extent of diligence with which the Parties protect their own confidential information. The access to the Confidential Information shall be granted to the employees and/or contractors of the Parties (or their Affiliates) strictly on a need-to-know basis in order to fulfill their duties related to the performance of the Agreement. Each Party shall bind such employees and/or contractors to fulfill obligations with respect to the Confidential Information no less strict than the obligations of such Party under this Agreement.

6.3. The Confidential Information shall at all times remain the property of a Party that discloses such Confidential Information to other Party. No rights in any Party's Confidential Information are granted to the other Party or are to be implied from the provisions of this Agreement save as expressly set out in this

Agreement. The receiving Party shall not copy or otherwise reproduce the Confidential Information without the prior written consent of the disclosing Party otherwise than for the purposes of this Agreement.

6.4. The obligation to protect and keep secret the Confidential Information shall not apply to the information that:

6.4.1. at the time of the disclosure is or subsequently becomes public without violation hereof by the receiving Party; or

6.4.2. is independently developed and/or received by the receiving Party without any use of the Confidential Information disclosed by the disclosing Party hereunder, which may be confirmed by documents sufficient to prove that the source of such Confidential Information; or

6.4.3. has become known to the receiving Party prior to disclosure to it by the disclosing Party of the Confidential Information according to the terms hereof, which may be confirmed by documents sufficient to prove such prior possession of the Confidential Information; or

6.4.4. has been disclosed upon obtaining a prior written consent received by the disclosing Party.

6.5. Each Party may disclose the Confidential Information to the minimum extent required by:

6.5.1. any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction, provided that the receiving Party first notifies the disclosing Party of the order (if not prohibited by applicable law) and, upon the request of the disclosing Party, the receiving Party shall use commercially reasonable efforts to assist the disclosing Party, at the disclosing Party's sole expense, in seeking an appropriate protective order; or

6.5.2. the rules of any listing authority or stock exchange on which its or its Affiliates' shares are listed; or

6.5.3. the laws or regulations of any country to which its affairs are subject; and/or

6.5.4. provided that the disclosing Party shall notify the other Party about such request within one (1) Business day from the moment of its receipt.

6.6. The obligations provided in this Section 6 shall come into effect on the Effective Date and shall survive for three (3) years after expiration or termination of this Agreement.

6.7. Without prejudice to other provisions of this Section 5, the Parties and/or their Affiliates may make the announcements regarding the existence of the contractual relationship with each other under this Agreement for advertising and marketing purposes, upon getting prior written consent of the other Party, including the announcements for mass media, press releases, public announcements and advertisements, and other communications relating to this Agreement.

6.8. The receiving Party shall hereunder indemnify the disclosing Party (at the latter's request) for the direct/ indirect damages caused by violation of the terms specified in this Section 6 regarding protection of the Confidential Information transferred hereunder in accordance with the applicable laws.

7. PERSONAL DATA

7.1. The Parties shall process personal data in accordance with the Agreement, this Section and Data Processing Agreement.

7.2. The Contractor provides and licenses only technical solutions (GOUP Service and the Software), does not determine the purposes of data used and processed through the GOUP Service and Software, nor control the accuracy of such data, and process such data only on behalf of the Client and upon its instructions, which mean that the Contractor is data processor in the meaning of Data Processing Agreement and the Client is data controller.

7.3. The Contractor shall ensure confidentiality and security of the data processed in the course of the execution of the Agreement, strictly comply with the applicable legislation and the provisions of the Agreement and the appendices hereto regarding data processing, and the Data Processing Agreement.

7.4. The Client may instruct the Contractor to publish the Client's privacy policy for its End users in the Software.

7.5. The Client further represents and warrants that any third party whose personal data is processed using the Platform are informed (and consented – if required by law) of such processing and all information necessary in order to ensure that the Client and/or its Affiliate, as applicable, complies with its notice obligations under applicable data protection and privacy laws.

8. LIABILITY AND INDEMNIFICATION

8.1. EXCEPT FOR GROSS NEGLIGENCE AND INTENT AND EXCEPT FOR SECTION 10.4 HEREOF, THE CONTRACTOR SHALL IN NO EVENT BE LIABLE TO THE CLIENT FOR THE LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOST REVENUE OR PROFITS, FINES) OR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF THE CLIENT, ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, AGENTS, END USERS AND CONTRACTORS (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF THE CLIENT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

8.2. THE CONTRACTOR IS NOT PROVIDING ANY B2C SERVICES, INCLUDING TRANSPORTATION SERVICES, AND IS NOT PROVIDING THE RIDE-HAILING SERVICE, AS WELL AS THE PLATFORM OR THE SOFTWARE AS PART THEREOF, TO THE END USERS. THE CONTRACTOR SHALL IN NO EVENT BE LIABLE TO ANY CASES REGARDING RELATIONS WITH THE END USERS OF THE SOFTWARE, INCLUDING CASES REGARDING THE QUALITY OF SERVICES OF THE CLIENT, PROVIDED BY IT TO THE END USERS WITH USING THE PLATFORM AND/OR THE SOFTWARE. THE CONTRACTOR SHALL IN NO EVENT BE LIABLE TO COMPLIANCE WITH THE TRANSPORTATION LEGISLATION AND SUCH OTHER.

8.3. Without prejudice to the provisions of cl. 10.1 hereof, in all circumstances the cumulative liability of the Contractor in a relevant Reporting Period for all instances of breaches or liability to the Client shall

at all times be limited to the total amount of the Service Fee actually received by the Contractor in a preceding Reporting Period.

8.4. Notwithstanding anything to the contrary herein (including without limitation cl. 10.1 hereof), the Client shall indemnify and hold harmless the Contractor, its Affiliates, employees, directors, officers, and agents for any liability, damage, losses, and expenses, (including without limitation reasonable legal fees and costs of proceedings) which, directly or indirectly, resulted from, related to, or connected with (without limitation):

8.4.1. any and all third-party's (including without limitation the End Users, governmental authorities etc.) actions, suits, claims and demands brought or made against the Contractor (its Affiliates) and promptly brought to the attention of the Client, alleging any infringement of any third party's personality right (including, but not limited to, privacy right), trademark, copyright, patent or other intellectual property right in or related to the materials provided by the Contractor to the Client in respect to the Software;

8.4.2. the use of and (or) inability to use the Software by the End Users; and/or

8.4.3. the Client's intentional, negligent, or innocent non-performance or improper performance of any of its duties under this Agreement, the Law of the Territory and/or the applicable laws. This includes without limitation non-performance or improper performance of the Ride-Hailing Service. The Client shall, among other things, at its own expense use all efforts to settle amicably any claims, complaints, and (or) actions that have been threatened to be submitted or have been submitted against the Contractor; however, this does not preclude the Contractor from settling of and (or) defending itself from any such claims, complaints, and (or) actions.

8.5. The Client shall, within ten (10) calendar days from the receipt of a written notice from the Contractor, reimburse to the Contractor any amounts of liability, damage, loss, and expenses, as listed in such written notice, that have been sustained by the Contractor in the circumstances described in cl. 8.4 hereof.

8.6. If a Party presumes that a breach of any provisions of this Agreement has occurred or may occur, such Party shall give the other Party the correspondent written notice within the reasonable period of time.

8.7. Without prejudice to any other rights or remedies that the Contractor may have, the Client acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Client. Accordingly, the Contractor shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

9. FORCE MAJEURE

9.1. The Parties shall be relieved of liabilities for full or partial nonperformance of their obligations under the Agreement if such nonperformance occurs after the Effective Date as a result of any flood, fire, earthquake and other acts of God, war, military hostilities, blockage, prohibitive actions of authorities and acts of the government agencies, strikes, destruction of communications and electric power supply, explosions which occur during the term of the Agreement and could not be foreseen or prevented by the Parties (each, an "Event of Force Majeure").

9.2. The Party affected by an Event of Force Majeure shall notify the other Party in writing about such Event of Force Majeure within five (5) Business days from the moment of its occurrence. If possible, the notice shall specify the nature of the Event of Force Majeure and shall contain a correspondent reference to an official document issued by a competent authority confirming the existence of such Event of Force Majeure and, if applicable, give evaluation of its effects on the Party's ability to perform its obligations under this Agreement. Such documents shall be sent by the correspondent Party within reasonable time periods specified for such documents.

9.3. If the Party affected by an Event of Force Majeure fails to send the notice as specified in cl. 9.2 above, the Party shall have no right to refer to such Event of Force Majeure as an excuse for failure to perform its obligations and, upon a written request of the other Party, shall reimburse to such Party any proven damages incurred due to the effect of the Event of Force Majeure.

9.4. Upon occurrence of an Event of Force Majeure, the term for obligation performance under the Agreement by the affected Party shall be prolonged for the subsequent and equal period of time during which the Event of Force Majeure and consequences thereof continue as well as the reasonable terms required to redress such consequences.

9.5. The affected Party shall promptly (within five (5) business days) notify the other Party about the discontinuance of an Event of Force Majeure in writing. Such notice shall specify the period of time within which the Party expects to perform its obligations under the Agreement delayed due to such Event of Force Majeure. If the affected Party fails to send such notice in due time, such Party shall have no right to refer to the Event of Force Majeure as an excuse for nonperformance of its obligations and, upon a written request of the other Party, shall reimburse the other Party the losses incurred by the other Party in connection with the absence of timely notification and of the Event of Force Majeure effect.

9.6. Should an Event of Force Majeure continue for more than one (1) calendar month, the Parties should in good faith negotiate the future of the Agreement. If the Parties fail to reach an agreement within seven (7) calendar days from the request by one of the Parties to commence negotiations, either Party may terminate the Agreement unilaterally by giving the other Party a written notice with the immediate effect upon its receipt by the other Party.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1. The Agreement and any non-contractual obligations arising out of or in connection with the Agreement shall be governed by and construed in accordance with the laws of England and Wales.

10.2. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

10.3. The Tribunal shall consist of one arbitrator. The language of arbitration shall be English. The seat of arbitration shall be Singapore.

10.4. The Parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 5.2 of the SIAC Rules, provided the amount in dispute does not exceed USD 1 000 000 (one million US dollars).

11. TERM AND TERMINATION

11.1. This offer is accepted, and the Agreement is concluded and comes into force between the Client and the Contractor by performance of the following actions:

11.1.1. completing of the Registration and clicking on the button "I have read, agree and fully accept the terms and conditions" (or similar in meaning) while completing the registration form at the Contractor's website: www.goup.ai/registrationWL by the Client;

11.1.2. execution by the Parties of the Specification in manner as provided in cl. 11.3 hereof and the Specification's provisions.

11.2. The Parties might also be bound by this Agreement by signing mutual agreement (either as annex to current offer or separate agreement), that might be deemed executed by exchanging scanned copies thereof signed by both Parties. In such case the Agreement comes into force from the date when the Contractor receives the scan copy of countersigned agreement specified herein.

11.3. The Specification automatically completed upon the Client fills in all the information required in the Specification form shall be signed and send by the Client to the Contractor via e-mail communicated by the Contractor within 5 (five) calendar days from the date on which the Registration is completed or the Agreement is signed by the Parties (subject to cl. 11.2 hereof), correspondingly. Hereby the Parties agree to deem the Specification executed by exchanging scanned copies of the Agreement signed by both Parties, as set forth in there.

11.4. This Agreement is made for one (1) calendar year since the Effective Date. The validity term hereof shall be automatically prolonged for each twelve (12) calendar months unless any Party notifies the other Party in writing about its unwillingness to prolong the validity term hereof not less than thirty calendar days prior to expiry of the validity term hereof (including the regular validity term). Such notice shall not be considered by the Parties as a unilateral withdrawal from this Agreement. If thirty (30) days prior to the expiration of the Agreement neither Party declares in writing its unwillingness to prolong the Agreement, it shall be deemed to be prolonged under the same terms for the next year.

11.5. The Agreement may be terminated:

11.5.1. by the mutual agreement of the Parties;

11.5.2. by either Party upon a written notice delivered by a Party to other Party at least thirty (90) calendar days prior to the termination date;

11.5.3. unilaterally by the Contractor in the circumstances specified in cl. 3.10 hereof;

11.5.4. in other circumstances provided for by the Agreement.

11.6. On expiry or termination of the Agreement for any reason and subject to any express provisions set out elsewhere in this agreement:

11.6.1. all outstanding sums payable by the Client to the Contractor shall immediately become due and payable;

11.6.2. all rights and licences granted pursuant to this Agreement shall cease; and

11.6.3. the Client shall cease all use and exploitation of the Software and the Platform; as well as shall irrevocably remove the Software from the App Store and Google Play accounts where it has been published in accordance with the provision of the Agreement.

11.6.4. the Client shall return promptly to the Contractor at the Client's expense all records and copies of program code and other technical information in its possession relating to the Software and the Platform, and of any information (whether or not technical) of a confidential nature communicated to it by the Contractor, either preparatory to, or as a result of, this agreement, to the extent such material remains confidential.

11.7. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry. Notwithstanding anything to the contrary herein, the following provisions of the Agreement shall survive its termination: Sections 1, 5, 6, 8, 12, 13 and this cl. 11.7.

12. MISCELLANEOUS

12.1. In case the Parties execute this Agreement (including the Specification) by exchanging scanned copies hereof signed by both Parties, such scanned signatures shall be considered binding to the Parties. The Parties may also execute the Agreement in counterparts, where each counterpart shall be deemed as an original and all counterparts shall constitute one agreement binding on both Parties.

12.2. Changes. The Contractor may make any changes to this Agreement which changes shall be binding upon the Parties immediately after they become available for viewing at www.goup.ai/offer or via the Platform. The term 'change' includes any change, amendment, supplement, deletion, or replacement however effected. The Client herewith consents to and agrees with such amended Agreement in advance.

12.3. Unenforceable provisions. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect. The Parties agree to replace any invalid provision with a valid one, which most closely approximates the intent and economic effect of the provision held to be invalid. The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

12.4. Assignment. Rights and obligations of a Party under this Agreement may be assigned by either Party to a third party only upon prior written consent of the other Party. Notwithstanding the foregoing, the Contractor may assign any of its rights and obligations under this Agreement, without the consent of the Client, to its Affiliate or in connection with any merger, consolidation or sale of all or substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns. This Agreement is not made for the benefit of any third party who is not a party hereto, and, subject to mandatory applicable law, only the Parties hereto or their respective successors and permitted assigns will acquire or have any benefit, right, remedy or claim under or by reason of this Agreement.

12.5. The Parties are considered to be independent contractors. Neither Party is an agent, representative or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or

partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

12.6. Anti-bribery. The Parties adhere to the applicable anti-corruption laws.

The Parties hereby acknowledge and confirm that they have adopted a policy of zero tolerance to bribery and corruption, envisaging a total ban of any corrupt practices and on any facilitation payments.

The Parties, their affiliates, employees, as well as intermediaries and representatives directly or indirectly involved in the performance of obligations of the Parties (including agents, commission agents, customs brokers and other third parties) shall not accept, pay, offer to pay and allow (authorize) the payment/acceptance of any funds or transfer of any benefits (including intangible), directly or indirectly, to/from any persons for the purpose of influencing the actions or decisions with the intention to obtain any improper advantage, including bypassing the procedure established by the laws, or pursuing other illegal purposes.

This clause constitutes representations material for the Parties. The Parties rely on these representations when entering this Agreement.

Either Party may unilaterally withdraw from the Agreement in case the other Party violates the obligations stipulated by this clause, by written notice and without recourse to the courts. The Agreement shall be terminated upon 10 calendar days from the date of the receipt of such written notice by the Party.

If a Party suspects that any provisions of the present clause have been violated or might be violated, the Party concerned undertakes to immediately notify the other Party of its suspicions in writing.

The Parties agree that they will use the following addresses to report any violation/risk of violation of the present clause:

To notify the Contractor: hotline@ethics.online.

To notify the Client: address communicated by the Client to the Contractor, as specified in cl. 13.3 hereof.

12.7. Notification. A written notice sent by either Party under this Agreement shall personally delivered or given by registered mail, return receipt requested, overnight courier, addressed to the other Party at its address (as provided in Section 13 hereof) and shall be deemed to have been served if delivered in person, on the same day; if sent by registered mail, ten (10) calendar days after deposit into the mail system, or if sent by overnight courier, the second (2) day after deposit with the courier. For purpose of the Agreement, the deemed date of the Electronic Notice receipt by a Party shall be the Business day following the day of the Electronic Notice sending by other Party.

13. ADDRESSES AND DETAILD OF THE PARTIES

13.1. The Contractor:

13.1.1. Registered address: Schiphol Boulevard 291, 1118 BH Schiphol, the Netherlands

13.1.2. Place of business: Schiphol Boulevard 291, 1118 BH Schiphol, the Netherlands

13.1.3. Postal address: Schiphol Boulevard 291, 1118 BH Schiphol, the Netherlands

13.1.4. Banking details (Euro): available for viewing via the Platform or may be communicated by the Contractor by Electronic Notice.

13.2. The Client:

13.2.1. Registered address, place of business, postal address, banking details, e-mail: as provided by the Client to the Contractor during the Registration when accepting the terms and conditions hereof.

13.3. Either Party shall immediately notify the other Party on any changes in its registered and correspondence addresses, the legal status (including the form of incorporation) and/or banking details.

14. FINAL PROVISIONS

By accepting the terms and conditions of this Agreement, the Parties:

- acknowledge and confirm that they have received, read, and understood all provisions incorporated in the Agreement, including without limitation the Data Processing Agreement, in their entirety; and
- acknowledge and agree to be bound by the provisions of this Agreement, including without limitation the Data Processing Agreement, in their entirety.

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