

## SOFTWARE LICENSE AND ONLINE SERVICES AGREEMENT

This Software License and Online Services Agreement (the “**Agreement**”) constitutes a legal agreement between you, a diagnostic center, therapy center, medical center or medical clinic and/or pharmacy, as applicable, (the “**Partner**”) and Davva, owned by Pari Portal LLC – FZ (the “**Company**”).

The Company provides lead generation to independent Partners using the Davva Services (as defined below). The Davva Services enable an authorized Partner to seek, receive and fulfil Customer Requests (as defined below) from users of Davva and the Davva Services. The Partner desires to enter into this Agreement for the purpose of accessing and using the Davva Services.

The Partner acknowledges and agrees that the Company is only a technology services provider and, unlike the partner, is neither a diagnostic center, therapy center, medical center or medical clinic and/or pharmacy (as applicable), itself nor is involved in the health care or medical sector in any way.

**Important:** Please note that to use the Davva Services, the partner must agree to the terms and conditions set forth below. By virtue of the partner’s execution (electronic or otherwise) of this agreement, the Partner will be acknowledging that the Partner has read and understood all of the terms of this agreement and has taken time to consider the consequences of this important business decision. The Partner and the Company shall be bound by the terms and conditions set forth herein:

### 1. Definitions

- 1.1 “**Business Day**” means every day the Partner is open for business.
- 1.2 “**Company Data**” means all data related to the access and use of Davva and the Davva Services hereunder, including all data related to Customers (including Customer Information), all data related to the provision of services via the Davva Services, the Davva Partner App and the Davva Partner ID.
- 1.3 “**Completed Request**” or “**Completed Requests**” means a Request that is successfully completed which is not an Unauthorized Service or an Unsuccessful Service.
- 1.4 “**Customer**” or “**Customers**” means any end user authorized by the Company to use the Davva Services for the purposes of making a Request and/or using other ancillary services provided by the Company.
- 1.5 “**Customer Information**” means information about a Customer made available to the Partner in connection with such Customer’s Request, which may include, but is not limited to, the Customer’s name, delivery address, contact information, Emirates ID and Health Insurance details.
- 1.6 “**Davva**” means the Company’s mobile application and/or the Company’s website, <davva.com>, through which Customers can place Requests.

- 1.7        **“Davva Partner App”** means the mobile application provided by the Company to the Partner that enables the Partner to access the Davva Services for the purpose of seeking, receiving and fulfilling Customer Requests, as may be updated or modified from time to time.
- 1.8        **“Davva Partner ID”** means the identification and password key assigned by the Company to the Partner that enables the Partner to use and access the Davva Partner App.
- 1.9        **“Davva Services”** means the Company’s lead generation and any related services licensed by the Company that enable the Partner to seek, receive and fulfill Customer Requests, which services include Davva, the Davva Partner App and Davva’s software, websites, and related support services systems, as may be updated or modified from time to time.
- 1.10       **“Device”** means a mobile device owned or controlled by the Partner on which the Davva Partner App has been installed as authorized by the Company solely for the purpose of providing the Davva Services.
- 1.11       **“Good” or “Goods”** means the pharmaceutical products (or any part of them), including any Prescription Drugs, as set out in a Customer’s Request.
- 1.12       **“Monthly Service Fee”** means the monthly Service Fee payable to the Company by the Partner for the Company’s provision of the Davva Partner App and the Davva Services.
- 1.13       **“Health Insurance”** means an insurance coverage that pays, whether partially or entirely, for medical and/or surgical expenses incurred by the Customer by either reimbursing the expenses incurred by the Customer directly to the Partner (a **“Type A Health Insurance”**) or, alternatively, directly to the Customer (a **“Type B Health Insurance”**).
- 1.14       **“Health Insurance Documents”** means any and all documentation, including copies thereof, related to a Customer’s Health Insurance coverage required to be given and/or shown by the Customer to the Partner in order for such Customer to benefit from his or her Health Insurance and in order to allow the Partner or the Customer, as applicable, to claim money from the insurer, where applicable, including, but not limited to, a copy of such Customer’s Health Insurance claim form, Prescription (or the reference number for an e-Prescription) and Health Insurance card.
- 1.15       **“Payment”** has the meaning set forth in clause 3.1.
- 1.16       **“Payment Gateway Charges”** means any charges related to a Customer making a payment using his or her credit, debit, pre-paid, or any other card for his or her Request using the Davva Services.

- 1.17        **“Prescription”** means a licensed doctor’s medical prescription (whether issued online, as an e-Prescription, or, alternatively, is handwritten), including any copies thereof, indicating the Tests or Therapy Sessions a Customer may or must undertake or the medicines a Customer may or must purchase, where such doctor is licensed to practice in the United Arab Emirates and/or an individual Emirate or India and/or an individual State, as applicable.
- 1.18        **“Services”** means the Partner’s fulfillment of a Request using the Davva Services by supplying the medicines and/or conducting the Tests or Therapy Sessions or Doctor’s Appointments and forwarding the results to such Customer via the Davva Services, as applicable, as requested by the Customer.
- 1.19        **“Request”** or **“Requests”** means a request placed by a Customer for Tests, Therapy Sessions, Doctor’s Appointments or Medicines using Davva and the Davva Services.
- 1.20        **“Test”** or **“Tests”** means the diagnostic tests (or any part of them) as set out in a Customer’s Request.
- 1.21        **“Therapy Session”** or **“Therapy sessions”** means the physiotherapy, behavioral therapy, or any other therapy sessions (or any part of them) as set out in a Customer’s Request.
- 1.22        **“Doctor’s Appointment”** or **“Doctor’s Appointments”** means the appointment with a Doctor whether it being at a clinic or home or an online consultation, as set out in a Customer’s Request.
- 1.23        **“Medicine”** or **“Medicines”** means any medicine, including drugs that may require a Customer to have a Prescription in order to purchase such medicine or drug.
- 1.24        References to a **“person”** include a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.25        References to a Party include its personal representatives, permitted assigns and successors.
- 1.26        References to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.27        References to the singular include the plural and vice versa and references to any gender include both genders.

- 1.28 Any phrase introduced by the terms “*including*”, “*include*”, “*in particular*” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2. Use of the Davva Services and Provision of Services**

- 2.1 The Company will issue the Partner a Davva Partner ID to access and use the Davva Partner App on the Partner’s Device in accordance with this Agreement upon confirmation of the Partner holding a valid professional license.
- 2.2 Subject to clause 2.5(c), the Partner acknowledges and agrees that it is required to fulfil every Request in order to maintain an active Partner profile, and the Company reserves the right to deactivate the Partner’s Davva Partner ID if it has not fulfilled a request for Services in accordance with the above.
- 2.3 When the Davva Partner App is active, Customer Requests may appear to the Partner via the Davva Partner App and Davva Services if the Partner is available and a Customer has placed a Request with the Partner. The Partner shall be available for, at least, eight (8) hours during its working hours on each Business Day (except on Friday or Sunday, as applicable).
- 2.4 When the Partner is available, a Request will be received by the Partner, in accordance with clause 2.3 above, and will contain the following information:
- (a) any appropriate Customer Information, such as the Customer’s name, Emirates ID details and Customer’s delivery address;
  - (b) the list of Tests, Therapy Sessions, Doctor’s Appointments or Medicines requested by the Customer and, where applicable, a soft copy of the Prescription or the reference number of an e-Prescription;
  - (c) whether the Request is a Health Insurance related Request and a soft copy of any Health Insurance Documents, if uploaded by the Customer; and
  - (d) the Customer’s preferred date/time/location for an appointment for the Test, Therapy Session, Doctor’s Appointment or delivery of Medicines.
- 2.5 When a Customer’s Request appears to the Partner, the Partner shall, using the Davva Partner App, either:
- (a) accept the Request, where the Partner can schedule an appointment for the Tests or Therapy Sessions or Doctor’s Appointments or supply the Medicines at the Customer’s preferred date/time/location and, where

applicable, where a Request is a Health Insurance related Request, the Partner accepts Health Insurance Requests; or

(b) where applicable, in the sole discretion of the Partner, offer a counterproposal with alternative dates and times where the Partner cannot schedule an appointment or supply the Medicines at the Customer's preferred date and time and, where applicable, where a Request is a Health Insurance related Request, the Partner accepts Health Insurance Requests; or

(c) rejects the Request where a Partner is unable to offer alternative appointments in accordance with paragraph 2.5(b) above or where a Request is a Health Insurance related Request and the Partner does not accept Health Insurance Requests.

2.6 As part of the Davva Services, the Company provides the Partner with a system for the generation of invoices to Customers for the Services rendered. Where the Partner has accepted a Request, pursuant to clause 2.5(a), and the Request is not a Health Insurance related Request or is a Type B Health Insurance Related Request, the Partner will generate a bill (an "**Invoice**") which will be received by the Customer in a message via the Davva Services and forward the Customer's contact details to the Partner via the Davva Partner App.

2.7 Where the Partner has accepted a Request, pursuant to clause 2.5(a), and the Request is a Type A Health Insurance Related Request, the Partner shall generate an Insurance Claim Invoice (defined below), as outlined in clauses 2.11 and 2.12 below. Pursuant to this, the Company will forward the Customer's contact details to the Partner via the Davva Partner App.

2.8 Where the Partner has offered a counterproposal, pursuant to clause 2.5(b), the Customer has the sole and absolute discretion to accept one (1) of the dates and times suggested by the Partner or, alternatively, to cancel the Request entirely. Where the Customer accepts one (1) of the suggested dates and times, the Davva Partner App will inform the Partner of the same. The Partner shall then accept the Customer's Request and:

(a) where the Request is not a Health Insurance related Request or is a Type B Health Insurance Related Request, the Partner will generate an Invoice which will be received by the Customer in a message via the Davva Services and forward the Customer's contact details to the Partner via the Davva Partner App; or

(b) where the Request is a Type A Health Insurance Related Request, the Partner shall generate an Insurance Claim Invoice, as outlined in clause 2.11

below. Pursuant to this, the Company will forward the Customer's contact details to the Partner via the Davva Partner App.

- 2.9 The Partner shall not contact any Customer for any reason except for the purposes of fulfilling the Services.
- 2.10 As between the Company and the Partner, the Partner acknowledges and agrees that:
- (a) the Partner shall be solely responsible for fulfilling the Services at its own expense; and
  - (b) except for the Davva Services, the Davva Partner App and the Davva Partner ID, the Partner shall provide all necessary equipment, tools and other materials, at its own expense, necessary to perform the Services.
- 2.11 When the Partner must generate an invoice, pursuant to clause 2.7 or 2.8(b), the Partner shall generate an invoice using the Davva Partner App outlining the cost for each Test, Therapy Session or Medicine requested by the Customer after making deductions for the Customer's Health Insurance under a Type A Health Insurance (the "***Insurance Claim Invoice***"). The Insurance Claim Invoice shall be received by the Customer in a message via the Davva Services.
- 2.12 For any Requests made by a Customer, where such Customer is making a Prescription related Request, claiming under a Health Insurance or for any general Request where the Partner deems it reasonable to do so, the Partner shall, as applicable:
- (a) where such Customer has uploaded a Prescription (or uploaded the reference number of an e-Prescription) for a Request, confirm (to the Partner's knowledge) the authenticity of the Prescription; and/or
  - (b) check the Customer's Emirates ID for such Prescription related Request and ensure the Customer Information mentioned in the Prescription is identical to the details of the Emirates ID presented by the Customer; and/or
  - (c) cross-check and ensure that the details on the Prescription, Emirates ID and Health Insurance Documents presented by the Customer are identical; and/or
  - (d) where required, take a hard copy of the Prescription (if such Prescription is handwritten) and any Health Insurance Documents (as required by the Partner to its knowledge) from the Customer; and/or
  - (e) check and/or request any other documents as reasonably required by the Partner to successfully claim under the Customer's Health Insurance where such Health Insurance is a Type A Health Insurance.

The Partner acknowledges and agrees that it is its responsibility to, under a Type A Health Insurance, claim any and all amounts under a Customer's Health Insurance and ensure that it has collected all the necessary Health Insurance Documents and any other documents to claim under a Customer's Health Insurance. Alternatively, under a Type B Health Insurance, the Partner agrees that it is its responsibility to handover any Health Insurance Documents reasonably requested by a Customer in order to allow such Customer to successfully claim under his or her Health Insurance.

- 2.13 The Partner agrees that it shall not have the right to amend or renegotiate an Invoice or an Insurance Claim Invoice once it has been generated without prior permission of the Company. Any requests by the Partner to do the same shall be considered in good faith by the Company. The Company shall not be liable for any mistakes in or for making corrections to any invoices, whether an Invoice or Insurance Claim Invoice, or for adjusting the Payment for any single instance of Completed Requests.
- 2.14 The Partner acknowledges and agrees that the Partner's provision of Services to Customers creates a direct business relationship between the Partner and the Customer. The Company is not responsible or liable for the actions of a Customer in relation to the Partner's provision of Services. The Partner shall have the sole responsibility for any obligations or liabilities to Customers or third parties that arise from the Partner's provision of the Services. The Partner acknowledges and agrees that it is responsible for taking such precautions as may be reasonable and proper (including maintaining any adequate insurance that meets the requirements of all applicable laws) regarding any acts or omissions of itself, a Customer or a third party.
- 2.15 The Partner acknowledges and agrees that the Company is permitted to release information related to the Partner to a Customer through the Davva Services including, but not limited to, the Services offered by the Partner and the cost of any Tests, Therapy Sessions, Doctor's Appointments and/or Medicines.
- 2.16 The Partner acknowledges and agrees that the Company's provision to it of the Davva Services creates a direct business relationship between the Company and the Partner. The Company does not, and shall not be deemed to, direct or control the Partner generally or in Partner's performance under this Agreement specifically, including in connection with its provision of the Services or its acts or omissions. The Partner retains the sole right to determine when and for how long it will utilize the Davva Services. The Partner retains the option, via the Davva Partner App, to attempt to seek, accept, or reject a Customer's Request via the Davva Services and the Davva Partner App in accordance with the terms and conditions set out in this Agreement.
- 2.17 The Partner acknowledges and agrees that it has complete discretion to provide services or otherwise engage in other business activities, subject to paragraph 5 below. For the sake of clarity, the Partner understands that it retains the complete right to, subject to paragraph 5 below:

- (a) use other software application services in addition to the Davva Services;  
and
- (b) engage in any other business.

2.18 In addition to any signage required by local law or permit/license requirements, the Company retains the right to require the Partner to:

- (a) display the Company's or Davva's name, logo or colours in its premises and websites; and
- (b) display the Company's or Davva's name, logo or colours in such other digital or physical space as the Company informs the Partner from time to time.

2.19 The Company retains the right to, at any time at the Company's sole discretion, deactivate or otherwise restrict the Partner from accessing or using the Davva Partner App or the Davva Services in the event of a violation of this Agreement, the Partner's disparagement of the Company, the Partner's act or omission that causes harm to the Company's brand, reputation or business as determined by the Company in its sole discretion, or for any other reason at the reasonable discretion of the Company.

2.20 The Partner is responsible for the acquisition, cost and maintenance of its Device as well as any necessary wireless data plan and the Company shall make available the Davva Partner App for installation on the Partner's Device. The Company hereby grants the Partner a personal, non-exclusive, non-transferable license to install and use the Davva Partner App on its Device solely for the purpose of providing the Services. The Partner agrees to not provide, distribute or share, or enable the provision, distribution or sharing of, the Davva Partner App (or any data associated therewith) with any third party. The foregoing license grant shall immediately terminate, and the Partner will delete and fully remove the Davva Partner App from its Device in the event that it ceases to provide the Services.

2.21 The Partner agrees that:

- (a) use of the Davva Partner App on its Device requires an active data plan with a wireless carrier associated with its Device, which data plan will be provided by the Partner at its own expense; and
- (b) use of the Davva Partner App on its Device as an interface with the Davva Services may consume very large amounts of data through the data plan.

The Company advises that the Partner's Device only be used under a data plan with unlimited or very high data usage limits, and the Company shall not be liable for any fees, costs, or overcharge charges associated with any data plan.



- 2.22 The Partner acknowledges and agrees that it shall download any updates to the Davva Services within one week from the release of such update.
- 2.23 The Partner acknowledges and agrees that its geo-location information must be provided to the Davva Services via its Device in order for it to provide the Services. The Partner acknowledges and agrees that its geo-location information will be monitored and tracked by the Davva Services when it is logged into the Davva Partner App and is available to receive Requests for Services. In addition, the Company may monitor, track and share the Partner's geo-location information obtained by the Davva Partner App and the Partner's Device for its technical, marketing and commercial purposes, including providing and improving its products and services.

### 3. Financial Terms

- 3.1 The Partner is entitled to payment for each instance of Completed Requests provided to a Customer that is obtained via the Davva Services, where such payment is calculated based upon the total retail price of the medicines delivered to, and/or the total retail price of the Tests and/or Therapy Sessions conducted for, and/or the total retail price of the Doctor's Appointment consultation for a Customer reflecting any Invoice or an Insurance Claim Invoice generated by the Partner, as applicable, (the "**Payment**").
- 3.2 The Partner is not entitled to charge Customers or the Company for the Service Fee (as defined below), any taxes, transaction fees, or any other fees or charges incurred during the provision of the Services, if applicable.
- 3.3 The Partner acknowledges and agrees to collect the Payment directly from the Customer either in cash or via credit card/debit card/mobile or electronic payment. The Company will not be involved whatsoever in collecting the Payment. The Partner agrees not to hold the Company responsible for any Payment related matters and hold harmless the Company against any and all Customer complaints for any Payment or Services related matters (for example: complaints regarding fraudulent activity, unsatisfactory completion of Services etc.).
- 3.4 In consideration of the Company's provision of the Davva Partner App and the Davva Services for the Partner's use and benefit hereunder, the Partner agrees to pay the Company a fixed Monthly Service Fee at the beginning of each month that is not related to the value or number of Requests received by the Partner (such service fee to be agreed between the Parties in a separate service fee agreement (the "**Service Fee Agreement**") or as renegotiated between the Parties from time to time (the "**Service Fee**"). Where the Partner fails to pay the Service Fee in a timely fashion, it acknowledges and agrees that the Company has the right, in its sole discretion, to suspend (for any period of time) or cancel the Partner's access to the Davva Services.

- 3.5 The Partner acknowledges and agrees to pay the Company a commission fee for each instance of Completed Requests provided to a Customer that is obtained via the Davva Services (such Commission Fee to be agreed between the Parties in a separate commission fee agreement (the “**Commission Fee Agreement**”)) or as negotiated between the Parties from time to time (the “**Commission Fee**”). Where the Partner fails to pay the Commission Fee in a timely fashion, it acknowledges and agrees that the Company has the right, in its sole discretion, to suspend (for any period of time) or cancel the Partner’s access to the Davva Services.
- 3.6 Where a Partner wishes the Company to display customised advertisements promoting the Partner and the Services it provides on the Davva Services, the Partner acknowledges and agrees that the Company is entitled to charge an additional fee to the Partner per instance of advertisement (such Additional Fee to be agreed between the Parties in a separate additional fee agreement (the “**Additional Fee Agreement**”)) or as renegotiated between the Parties from time to time (the “**Additional Fee**”). Where the Partner fails to pay the Additional Fee in a timely fashion, it acknowledges and agrees that the Company has the right, in its sole discretion, to suspend (for any period of time) or cancel the display of any and all advertisements related to the Partner.
- 3.7 The Partner acknowledges and agrees that it shall not charge the Company or the Customer a penalty where a Customer does not show up for his or her appointment or does not accept delivery of the medicines, as applicable.
- 3.8 The Partner acknowledges and agrees that, for the mutual benefit of the Parties, through advertising and marketing, the Company may seek to attract new Customers to Davva and to increase existing Customers’ use of Davva. The Partner acknowledges and agrees such advertising or marketing does not entitle it to any monetary amounts whatsoever.
- 3.9 The Partner acknowledges and agrees that it is responsible for paying and remitting all applicable gross receipts, sales and use excise or any other applicable transaction tax on the provision of the Services, where applicable.

#### **4. Proprietary Rights: License**

- 4.1 Subject to the terms and conditions of this Agreement, the Company hereby grants the Partner a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the Davva Services (including the Davva Partner App on the Partner’s Device) solely for the purpose of providing the Services to the Customers and tracking resulting Payments, Service and Additional Fees, as applicable. All rights not expressly granted to the Partner are reserved by the Company.

4.2 The Partner shall not, and shall not allow any other party to:

- (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Davva Services and/or the Davva Partner App in any way;
- (b) modify or make derivative works based upon the Davva Services or the Davva Partner App;
- (c) improperly use the Davva Services or the Davva Partner App, including creating internet “links” to any part of the Davva Services or the Davva Partner App on any other websites or “framing” or “mirroring” any part of the Davva Services or Davva Partner App on any other websites or systems, or “scraping” or otherwise improperly obtaining data from the Davva Services or Davva Partner App;
- (d) reverse engineer, decompile, modify, or disassemble the Davva Services or Davva Partner App, except as allowed under applicable law; or
- (e) send spam or otherwise duplicative or unsolicited messages.

4.3 The Partner shall not, and shall not allow any other party to, access or use the Davva Services or Davva Partner App to:

- (a) design or develop a competitive or substantially similar product or service;
- (b) copy or extract any features, functionality, or content thereof;
- (c) launch or cause to be launched on or in connection with the Davva Services an automated program or script, including web spider, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Davva Services; or
- (d) attempt to gain unauthorised access to the Davva Services or its related systems or networks.

4.4 The Davva Services, Davva Partner App and Company Data, including all intellectual property rights therein, are and shall remain the property of the Company. Neither this Agreement nor the Partner’s use of the Davva Services, Davva Partner App or Company Data conveys or grants to the Partner any rights:

- (a) in or related to the Davva Services, Davva Partner App, or Company Data, except for the limited license granted above; or

- (b) to use or reference in any manner the Company's company names, logos, product and service names, trademarks, services marks or other indicators of ownership.

## 5. Restrictive Covenant

For the term of this Agreement and for six (6) months from the termination of this Agreement, the Partner shall not directly or indirectly engage in any business with a direct or indirect competitor of the Company or engage in any business that competes, directly or indirectly, with the Company. This covenant shall apply to the:

- (a) the individual Emirate or State, in which the Partner resides; and/or
- (b) the whole of the United Arab Emirates or India, as applicable.

## 6. Confidentiality

6.1 Each Party acknowledges and agrees that in the performance of this agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other Party (the "**Confidential Information**"). Confidential Information includes Company Data, Davva Partner IDs, Customer Information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information or information which the other Party should reasonably know that should be treated as confidential.

6.2 Each Party acknowledges and agrees that:

(a) all Confidential Information shall remain the exclusive property of the disclosing Party;

(b) it shall not use Confidential Information of the other Party for any purpose except in furtherance of this agreement;

(c) it shall not disclose Confidential Information of the other Party to any third party, except to its employees, officers, contractors, agents and service providers (the "**Permitted Persons**") as necessary to successfully perform the Services and allow for the successful operation of the Davva Services under this agreement, provided the Permitted Persons are bound in writing to obligations of confidentiality and non-use no less protective than the terms hereof;

(d) not use, manipulate or exploit any Confidential Information for any purpose other than strictly to provide the Services, and not use the Confidential Information to compete with or obtain any commercial advantage over the Company; and

(e) it shall return or destroy all Confidential Information of the disclosing Party, upon the termination of this agreement or at the written request of the other Party (subject to applicable law and, with respect to the Company, its internal record-keeping requirements).

6.3 Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it:

(a) is or becomes part of the public domain through no act or omission on the part of the receiving Party;

(b) was possessed by the receiving Party prior to the date of this Agreement without an obligation of confidentiality;

(c) is disclosed to the receiving Party by a third party having no obligation of confidentiality with respect thereto; or

(d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving Party notifies the disclosing Party thereof and provides the disclosing Party a reasonable opportunity to contest or limit such required disclosure.

## 7. Privacy

7.1 Subject to applicable law and regulation, the Company may, but shall not be required to, provide to the Partner, a Customer, an insurance company and/or relevant authorities and/or regulatory agencies any information (including personal information (e.g., information obtained about you through any background check) and any Company Data) about the Partner or any Services provided hereunder if:

(a) there is a complaint, dispute or conflict between you and a Customer;

(b) it is necessary to enforce the terms of this Agreement;

(c) it is required, in the Company's sole discretion, by applicable law or regulatory requirements (e.g., the Company receives a subpoena, warrant, or other legal process for information); or

(d) it is necessary, in the Company's sole discretion, to protect the safety, rights, property or security of the Company, the Davva Services or any third party, to protect the safety of the public for any reason; to detect, prevent or otherwise address fraud, security or technical issues, and/or to prevent or

stop activity, the Company, in its sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity.

7.2 Information provided by the Partner and collected about it may be transferred or accessed by the Company around the world, including in jurisdictions that may have less protective privacy laws than the Partner's country. The Company abides by the laws of the United Arab Emirates regarding the collection, use, and retention of personal information. The Partner expressly consents to the Company's use of location-based services and the Partner expressly waives and releases the Company from any and all liability, claims, causes of action or damages arising from its use of the Davva Services, or in any way relating to the use of the geo-location and other location-based services.

7.3 The Company may collect the Partner's personal data during the course of its application for, and use of, the Davva Services, which information may be stored, processed and accessed by the Company for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with the Company's legitimate business needs. The Partner expressly consents to such use of personal data.

## **8. Representations and Warranties; Disclaimers**

8.1 The Partner hereby represents and warrants that:

(a) it has the full power and authority to enter into this Agreement and perform its obligations hereunder; and

(c) it has not entered into, and during the term of this Agreement, will not enter into, any agreement that would prevent it from complying with this Agreement; and

(c) it will comply with all applicable laws in its performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorisations necessary to provide the Services pursuant to this Agreement.

8.2 The Company provides, and the Partner accepts, the Davva Services and the Davva Partner App on an "as is" basis and "as available" basis. The Company does not represent, warrant or guarantee that the Partner's access to or use of the Davva Services or the Davva Partner App:

(a) will be uninterrupted or error free; or

(b) will result in any Request for Services. The Company functions as a lead-generation to independent Partners and related services and makes no representations, warranties or guarantees as to the actions or inactions of the Customers who may Request the Services from the Partner, and the Company does not screen or otherwise evaluate Customers.

8.3 By using the Davva Services and the Davva Partner App, the Partner acknowledges and agrees that it may be introduced to a third party that may pose harm or risk to it or other third parties. The Partner is advised to take reasonable precautions with respect to interactions with third parties encountered in connection with the use of the Davva Services or the Davva Partner App.

8.4 The Company does not guarantee the availability or uptime of the Davva Services or Davva Partner App. The Partner acknowledges and agrees that the Davva Services or the Davva Partner App may be unavailable at any time and for any reason (e.g., due to scheduled maintenance or network failure). Further, the Davva Services or the Davva Partner App may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and the Company is not responsible for any delays, delivery failures, or other damages, liabilities or losses resulting from such problems.

## **9. Indemnification**

The Partner shall indemnify, defend (at the Company's option) and hold harmless the Company and its respective officers, directors, employees, agents, successors and assigns from and against any and all demands, actions, suits, liabilities, damages, losses, settlements, judgments, costs, expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses), damages, penalties, fines, social contributions and taxes, whether or not involving a third party claim, suffered by the Company arising out of or related to:

(a) the Partner's breach of any representations, warranties, covenant, duty or obligations under this Agreement or under applicable law; or

(b) a claim by a third party (including Customer, regulators and governmental authorities) directly or indirectly related to your provision of the Services or use of the Davva Services (including but not limited to a misdiagnosis, emotional distress, loss of life, any short-term, long-term, semi-permanent or permanent injury to health and any medical eventualities occurring subsequent to the Services provided by the Partner);

in each case whether or not caused by the negligence or wilful misconduct of the Company and whether or not the relevant claim has merit.

## **10. Limits of liability**

10.1 The Company shall not be liable under or related to this Agreement for any of the following, whether based on contract, tort or any other legal theory, even if a party has been advised of the possibility of such damages:

(a) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or

(b) the Partner's or any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage.

10.2 Subject to any limitations or other provisions contained in this Agreement which are applicable thereto, in no event shall the liability of the Company under this Agreement exceed the amount of Service Fees actually paid to or due to the Company hereunder in the three (3) month period immediately preceding the event giving rise to a claim.

## **11. Term and Termination**

11.1 This Agreement shall commence on the date accepted by the Partner and shall continue until terminated as set forth herein.

11.2 Either Party may terminate this Agreement:

(a) without cause at any time upon three (3) months prior written notice to the other Party;

(b) immediately, without notice, for the other Party's material breach of this Agreement; or

(c) immediately, without notice, in the event of the insolvency or bankruptcy of the other Party, or upon the other Party's filing or submission of request for suspension of payment (or similar action or event) against the terminating Party.

11.3 In addition to clause 11.2 above, the Company may terminate this Agreement or deactivate the Partner's Davva Partner ID immediately, without notice, with respect to the Partner in the event the Partner no longer qualifies, under applicable law or the standards and policies of the Company to provide the Services, or as otherwise set forth in this Agreement.

11.4 Upon the termination of this Agreement, the Partner shall immediately delete and fully remove the Davva Partner App from the Partner's Device. Outstanding payment



obligations and paragraphs 1, 5, 6, 7, 8, 9, 11, 12, 13, 14 and clauses 3.4, 3.5, 3.6, 4.3, 11.3 and 11.4 shall survive the termination of this Agreement.

## **12. Relationship of the Parties**

12.1 Except as otherwise expressly provided herein with respect to the Company acting as the limited payment collection agent solely for the purpose of collecting payment from the Customers on the Partner's behalf, the relationship between the Parties under this Agreement is solely that of independent contractors. The Parties expressly agree that:

- (a) this Agreement is not an employment agreement, nor does it create an employment, between the Company and the Partner; and
- (b) no joint venture, partnership, or agency relationship exists between the Company and the Partner.

12.2 The Partner has no authority to bind the Company and it undertakes not to hold itself out as an employee, agent or authorised representative of the Company. Where, by implication of mandatory law or otherwise, the Partner may be deemed an agent or representative of the Company, the Partner undertakes and agrees to indemnify, defend (at the Company's option) and hold the Company harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

## **13. Miscellaneous**

13.1 The Company reserves the right to modify the terms and conditions of this Agreement at any time, effective upon publishing an updated version of this Agreement on the portal available to the Partner on the Davva Services. The Company reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. The Partner hereby acknowledges and agrees that, by using the Davva Services, or downloading, installing or using the Davva Partner App, the Partner is bound by any future amendment and additions to this Agreement, information referenced at hyperlinks herein, or documents incorporated herein. Continued use of the Davva Services or Davva Partner App after any such changes shall constitute the Partner's consent to such changes.

13.2 Neither Party shall assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party; provided that the Company may assign or transfer this Agreement or any or all of its rights or obligations under this Agreement from time to time without consent to an acquirer of all or substantially all of the Company's business, equity or assets.

- 13.3 This Agreement, including the Service Fee Agreement and all Supplemental Terms hereto, constitutes the entire agreement and understanding of the Parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words “including” and “include” mean “including, but not limited to”.
- 13.4 There are no third party beneficiaries to this Agreement. Nothing contained in this Agreement is intended to or shall be interpreted to create any third party beneficiary claims.
- 13.5 If any one or more of the provisions of this Agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.
- 13.6 Any notice delivered by the Company to the Partner under this Agreement will be delivered by email to the email address associated with the Partner’s account or by posting on the portal available to the Partner on the Davva Services. Any notice delivered by the Partner to the Company under this Agreement will be delivered by contacting its personal relationship manager, as appointed to the Partner by the Company, whose details are available on the Davva Partner App.

#### **14. Governing law**

This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with the laws of the United Arab Emirates and each of us irrevocably submits to the exclusive jurisdiction of the courts of the Emirate of Dubai. The decision of the courts of the Emirate of Dubai shall be final and binding on all Parties.

By clicking “Register”, the partner expressly acknowledges that it has read, understood, and taken steps to thoughtfully consider the consequences of this agreement, that it agrees to be bound by the terms and conditions of this agreement, and that it is legally competent to enter into this agreement with the company.