

Terms-&Conditions Real Biz Asset Management L.L.C-FZ

Real Biz Asset Management L.L.C-FZ is a Company incorporated under the Laws of the United Arab Emirates (U.A.E.) and having its Legal Address in FZ, Meydan Grandstand, 6th floor, Commercial License 2419372.01, Meydan Road, Nad Al Sheba 1, Dubai, United Arab Emirates; Phone n. +971 528499539, E-Mail address: realbizassetmanagement@gmail.com, here acting in quality of an intermediary in the trading of digital assets and solutions and this includes financial advisory services as per license codes 6619.11 and 6619.14 (hereinafter referred to as "Company")

The following **Terms-&Conditions** (the "Standard Terms") shall be deemed to be incorporated into your online purchase (the "Purchase"). By making your Purchase with us online you signify your agreement to be bound by these terms.

The customer agrees to receive the digital asset and solutions through the support of an external platform and accepts its regulations. Protection between the parties is guaranteed by the third-party platform itself.

1. DEFINITIONS

1.1 In this Contract (except where the context otherwise requires) the following words shall have the following meanings:

"ASA" Advertising Standards Authority or any replacement thereof;

"Customer's Website" the worldwide Internet website of the Customer;

"Customer" a person making a booking whether directly or indirectly with the Company and any advertising agency making such a booking on a third party's behalf;

"Company" Real Biz Asset Management L.L.C-FZ and includes its agent(s), successors in title or assigns as the case may be;

"Contract" the agreement between the Customer and the Company comprising the Standard Terms and the Purchase;

"Cookie" a packet or piece of data or other information sent by a web server to a client device, to be stored on that client device and which is sent back to that web server each time the client device makes additional requests from that web server;

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"Internet" the global collection of interconnected computer networks including without limitation the world wide web, and any subset thereof, accessible to users by any means whether now known or hereafter invented;

"Law" any law, statute, statutory provision, subordinate legislation, rule, regulation, direction, guideline, code (whether having the force of law or not) of any governmental or regulatory authority or agency (including without limitation the British Codes of Advertising and Sales Promotion and other codes of practice written by the Committee of Advertising Practice and enforced by the ASA);

"Material(s)" every digital asset or solution proposed to the Customer by the Company and with or without the support of third-party platforms such as regulatory entities in the exchanges and solutions proposed;

"Agreement Date" the date on which the Material is purchased by customer;

"Website" the worldwide Internet website where customer can purchase the digitals asset and solutions with the support of the Company.

1.2 In this Contract (except where the context otherwise requires): a) the clause headings are included for convenience only and shall not affect the interpretation of this Contract; b) any reference to "persons" includes individuals, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality); c) use of any gender includes the other genders; and d) any reference in this Contract to any Law shall be construed as referring to such Law as the same may from time to time be amended, modified, extended, varied, superseded, replaced, substituted or consolidated.

2. Acceptance of Materials

2.1 By making a Purchase with the Company the Customer accepts in full the Contract. The Contract is non-cancellable by the Customer.

2.2 Materials will only be delivered in compliance with the applicable Law.

2.3 If the company or the third-party entity it relies on for the operation establishes a pre-authorization procedure, the Customer agrees (at the Company's request) to send the money to that platform for preliminary authorization;

2.4 The Client will provide all requested data through the online process and in accordance with the Company's policies in force from time to time, including, without limitation, technical specifications and format guidelines relating to the content of the Materials (digital assets and solutions) as the Company may specify from time to time.

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2.5 The Company reserves the right at any time, at its sole discretion and without liability towards the Customer, to refuse a payment that does not comply with the regulations in force with respect to the platforms where digital assets and services are exchanged.

2.6 The Company will not be held responsible for any additions, modifications, deletions, delays in the offer if these depend on causes of force majeure and not on the actions of the Company itself.

2.7 The Company reserves the right, in its absolute discretion, to do any act or thing in connection with the publication of any Materials and Offerings without liability to the Customer who will have no claim for damages or otherwise as a result thereof, but the Customer will remain liable to Company for charges payable under this Agreement for such Material or Service.

2.8 All Purchases are accepted on the understanding that they will be paid for at the rates in force on the due date for payment subject to paragraph 5 below.

3. Offer and its duration

3.1 The offering of digital assets and solutions will be subject to change at the sole discretion of the Company.

3.2 The Company undertakes to complete the service offered upon receipt of payment.

3.3 Save as otherwise expressly agreed by the Company in writing, no protection against proximity of competitive product is given by the Company.

3.4 In the event that the provision of the Service by the Company is limited, curtailed or prevented by any law or any other act or thing beyond the control of the Company, the Company may at any time, notwithstanding anything contained in these Terms standard, immediately terminate this Agreement in whole or in part, without prejudice to the Company's right to be paid by the Customer for all sums due for services provided on the date of termination.

4. Terms of Payment

4.1 The Customer will be invoiced by the Company or the Company's appointed agent for this purpose on the date that the Customer makes a Purchase online (unless the Purchase is cancelled pursuant to paragraph 2.5 above in which event no invoice will be issued).

4.2 Payment shall be remitted in full immediately.

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4.3 All payments referred to in this Contract are stated exclusive of value added tax and all other similar taxes and duties payable in respect of such payments. The Customer shall pay to the Company at the time that the payment becomes due an amount equal to the value added tax, properly chargeable upon such payment. The Company shall provide the Customer with a value added tax invoice in respect of the payment. Reference in this paragraph 4.3 to "payments" include non-cash consideration and expressions bearing the same meaning shall be construed accordingly.

4.4 If the Customer fails to pay the full amount due pursuant to this Contract by the due date or create any damage, the Company shall be entitled to charge interest on the overdue amount payable by the Customer immediately on demand from the due date up to the date of actual payment after as well as before judgment at the rate of 8 per cent per annum and 1% fixed sum compensation under the Late Payment. Such interest shall accrue on a daily basis.

4.5 In the event of any failure by the Customer to make payment, the Customer will be responsible for all expenses (including legal fees) incurred by the Company or its agents in collecting such amounts.

5. Change of conditions

5.1 The Company shall endeavour to give a minimum of four (4) weeks' notice in respect of changes to these Standard Terms, but reserves the right to make such changes at shorter notice.

5.2 Special conditions may be announced from time to time.

6. Limitation of Liability

6.1 The Company assumes no responsibility for any fraudulent operations carried out by the customer and will ask for damages if its corporate reputation is damaged.

6.2 The Company shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for: a) any loss arising from or in connection with loss of revenues, profits, contracts, or business or failure to realise anticipated savings; b) any loss of goodwill or reputation; or c) any indirect or consequential losses, in each case suffered or incurred by the Customer arising out of or in connection with any matter under this Contract.

6.3 Nothing in this paragraph 6 shall limit the Company's liability for death or personal injury resulting from the Company's negligence or for fraud.

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7. Customer's Representations; Indemnification

7.1 The Customer represents, warrants and undertakes to the Company that: a) it has the power and authority to enter into the Contract and grant all rights granted or purported to be granted and fully perform its obligations hereunder; b) neither will: I) infringe the rights of any third party (including without limitation any intellectual property rights) or any other agreements; II) be defamatory of any third party or offensive in any way; or III) be prejudicial to the image of the Website or to the reputation of the Company; c) all Materials will comply with all applicable Law and any guidelines issued by the Company from time to time and notified to the Customer; d) all Materials shall be free of any Viruses; e) no Material shall cause an adverse affect on the operation of the Website such that a substantial part of the Website is wholly or partially unavailable to customers.

7.2 The Customer shall indemnify on demand and hold harmless the Company from and against any and all losses, demands, claims, damages, costs, expenses (including consequential losses and loss of profit and legal costs and expenses and value added tax thereon) and liabilities suffered or incurred, directly or indirectly, by the Company in consequence of: (a) any breach, non-performance or non-observance by the Customer of any of its agreements, obligations, warranties, representations and undertakings contained in this Contract; and/or (b) the use, publication, reproduction or transmission of the Material(s) on the Website.

7.3 Paragraph 7 shall continue in full force and effect notwithstanding any suspension or termination of this Contract.

8. Publicity and information concerning Materials

The Customer shall not without the prior consent of the Company claim any association with the Company or use the Company's name, mark or logo or otherwise refer to the Company or its services or publish any information in connection with any Material which has been published or is scheduled for publication.

9. Termination

9.1 The Company may bring this Contract to an end and/or require payment of any amounts due under this Contract (without prejudice to its other rights and remedies) with immediate effect by written notice to the Customer if:

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9.1.1 the Customer commits a breach of its obligations under this Contract (including, without limitation to the foregoing, a failure to make payment on the due date) and if the breach is capable of remedy, fails to remedy it during the period of seven (7) days starting on the date of receipt of notice from the Company requiring it to be remedied;

9.1.2 the Customer becomes insolvent (including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities), proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, Purchase shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

9.1.3 the Customer suffers or there occurs in relation to the Customer, any event which in the reasonable opinion of the Company is analogous to any of the events referred to in clause 9.1.2 in any part of the world;

9.2 The Customer shall immediately give notice in writing to the Company of any event within paragraphs 9.1.2 and 9.1.3 which occurs which would entitle the Company to bring this Contract to an end.

10. Miscellaneous

10.1 The Company shall have no liability for any delay in or failure to perform any or all of its obligations under this Agreement if the delay or failure is due to circumstances beyond its reasonable control including, without limitation, industrial disputes, nuclear accident, war or terrorist activity, acts of God, civil commotion, compliance with any law or governmental order or regulation, failure of technical facilities, or default of suppliers or sub-contractors.

10.2 Except insofar as this Contract expressly provides that a third party may in his own right enforce a term of this Contract, a person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10.3 Nothing in this Contract is intended to or shall operate to create a partnership or joint venture of any kind between the parties or to authorise either party to act as agent for the other and no party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way or to hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other unless expressly provided otherwise in this Contract.

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10.4 This Contract constitutes the entire agreement and understanding of the parties and supersedes any previous agreement or arrangement between the parties relating to the subject matter of this Contract. Each of the parties acknowledges and agrees that in entering into this Contract, the parties have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Contract or not) other than as expressly set out in this Contract. Nothing in this paragraph 10.4 shall operate to limit or exclude any liability for fraud.

10.5 Each party undertakes that it will not at any time hereafter use or disclose to any person, except to its professional representatives or as may be required by law or any legal or regulatory authority, the terms and conditions of this Contract or any confidential information concerning the business or affairs of the other party which may have or may in the future come to its knowledge. Neither party shall use any such confidential information except for the performance of this Contract or make any announcement relating to this Contract or its subject matter without the prior written approval of the other party. This paragraph 10.5 shall continue in full force and effect notwithstanding any suspension or termination of this Contract.

10.6 If any provision of this Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract which shall remain in full force and effect.

10.7 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Contract or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

10.8 The validity, construction and performance of this Contract (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the laws of UAE. Each party irrevocably submits to the exclusive jurisdiction of the United Arab Emirates Courts over any claim, dispute or matter arising under or in connection with this Contract or its enforceability or the legal relationships established by this Contract.

10.9 In the event of any inconsistency between the Purchase and these Standard Terms, these Standard Terms shall prevail.

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10.10 The Customer may not resell, assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other manner with this Contract or any rights under this Contract or sub-contract any or all of its obligations under it or purport to do any of the same.

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Authorised Signatory of
Real Biz Asset Management L.L.C-FZ:

