

Legal Policy

ExpatHub runs a wide range of expat services, including but not limited to legal, accounting, tax, real estate, advisory, and others. At ExpatHub, our main purpose is to provide the highest-quality help and advice to the expat community.

This Legal Policy governs the relationship between you and ExpatHub.

If you are acting on behalf of a third party, you represent and warrant that (a) you are an authorized representative of the third party with the authority to bind it by this Legal Policy, and (b) you agree to bind yourself and the third party by this Legal Policy.

Content of the Legal Policy

This Legal Policy is divided into seven sections:

1. [Definitions](#)
2. [Engagement Agreement](#)
3. [General Terms of Service](#)
4. [Supplemental Terms of Service](#)
5. [Personal Data Protection and Privacy](#)
6. [Cookies and Web Beacons](#)
7. [Code of Conduct](#)

By accepting this Legal Policy, you accept all of its parts as well as the terms, rights, and obligations provided therein. This Legal Policy shall become effective and binding once accepted by you and shall remain effective for an indefinite period.

If the Legal Policy is amended, we shall inform you regarding the amendment via email and it shall become effective immediately upon sending such notification. This is unless the amendment merely corrects a technical error, in which case, no notification shall be required for the Legal Policy to become effective.

All terms, rights, and obligations stemming from any agreement concluded between you and ExpatHub shall be without prejudice to any terms, rights, and/or obligations provided in this Legal Policy.

ExpatHub not relying on a right shall be without prejudice to any terms, rights, and/or obligations provided in this Legal Policy or any agreement concluded between you and ExpatHub.

This Legal Policy (including all of its sections and this paragraph) as well as any agreement concluded between you and ExpatHub, shall be governed by Georgian legislation. The courts of Georgia shall have exclusive jurisdiction on any disputes arising out of or in connection with the Legal Policy (including all of its sections and this paragraph) as well as any contractual relationship between you and ExpatHub.

Section I. Definitions

Article 1. Definitions

- 1.1. The terms used in the Legal Policy shall have the following definitions:
 - 1.1.1. ExpatHub / Company / We / Us - ExpatHub Legal and Tax LLC, a legal entity with limited liability with the identification number 405554859, incorporated under the laws of Georgia on August 16th, 2022.
 - 1.1.2. Client / Counterparty / User / You / Your - you personally if you are not acting on behalf of any third party; or a third party and you, as its authorized representative, if you are acting on behalf of the third party.
 - 1.1.3. Parties - you and ExpatHub
 - 1.1.4. Party - one of the Parties
 - 1.1.5. Third Party / Third Person - any natural person or any entity of any kind existing under the laws of any country, except the Parties.
 - 1.1.6. Policy - this Legal Policy of ExpatHub found at expathub.ge/legal-policy/
 - 1.1.7. Agreement - the agreement(s) including all appendices, addenda, annexes, schedules, exhibits, and amendments enclosed thereto, concluded between the Parties.
 - 1.1.8. Services - one or more services offered by ExpatHub on its website (at expathub.ge) or otherwise.
 - 1.1.9. ExpatHub Working Hours - time from 10 AM to 5 PM (Tbilisi Time) on ExpatHub Working Days.
 - 1.1.10. ExpatHub Working Days - every day from Monday to Thursday with the exception of Holidays as determined by the [Labour Code of Georgia](#).
 - 1.1.11. Business Day - every day from Monday to Friday with the exception of Holidays as determined by the [Labour Code of Georgia](#).
 - 1.1.12. Day / Calendar Day - a calendar day.
 - 1.1.13. Month - a calendar month.
 - 1.1.14. Year - a calendar year.
- 1.2. The use of a capital letter shall be an indicator that the definitions provided in this Article shall apply.
- 1.3. The definitions provided in this Article shall apply to the whole Legal Policy, unless otherwise indicated in the relevant part of the Legal Policy, or unless it is reasonably clear that the Parties did not intend to apply them, in which case, the definitions provided in this Article shall not apply only to the part of the Legal Policy where different definitions apply.
- 1.4. When the definitions provided in this Article do not apply, the terms shall have their customary meanings established in Georgia.

Section II. Engagement Agreement

ExpatHub expresses its readiness to engage with you based on this Legal Policy. By requesting a service from us, you also agree to the terms of this Legal Policy.

Scope of Services

We are pleased to render services for your benefit and the benefit of any other person as requested by you.

While doing so, we will provide you with information and recommendations but will never oblige you to carry out any action. Thus, any action taken by you is taken at your own risk and liability.

You shall not rely on any information or recommendation provided by us in relation to any matter beyond the subject of services rendered by us. No third party shall rely on any information, recommendation, or service provided by us.

Services and Fees

A comprehensive list of available services and applicable fees is set forth on our website (expathub.ge). The services are charged according to the price list indicated on the website unless otherwise agreed upon individually and separately.

The prices may change after your engagement with us. In such cases, the prices most recently updated prior to the commencement of the provision of the service will apply, regardless of the prices that were effective upon your first engagement. You are encouraged to inquire about the applicable fees.

The services are charged on either an hourly or a fixed-fee basis.

In the event of hourly services, the time charged includes the time spent rendering services to you including, but not limited to: the time our employees spend on telephone calls, e-mails, and other communications relating to your matters, including communications with you and any third persons necessary to liaise with to serve you; the time spent for transportation between locations, when required to deliver the service to you.

Time is billed in minimum increments of one-tenth (0.1) of an hour (i.e., 6 minutes). The time billed may be rounded up to the nearest one-tenth (0.1) of an hour.

When ExpatHub is requested to work outside of ExpatHub Working Hours, a double rate shall apply.

Billing and Retainer

When the services are charged hourly, we estimate the cost of our services and invoice you before the commencement of the provision thereof. You shall pay the invoice in advance in the form of a retainer. We will then bill against the retainer.

In case the retainer gets depleted, we will invoice you again, in advance. In such a case, you shall replenish the retainer as indicated in our invoice. We will NOT render services and/or charge any fees without your prior consent/confirmation.

Refund

Whereas, ExpatHub starts provision of services immediately following your request and you agree to this;

Whereas, ExpatHub may refuse a work order from a different client considering the fact that you have requested a service;

Therefore, regardless of any cancellation of a work order by you, a refund will not be applicable.

In some cases, ExpatHub may, at its own discretion, issue a partial or full refund. In such exceptional cases, the refund can be processed only via bank transfer to your Georgian bank account of your choice or any other foreign bank account. All fees associated with such transfer shall be borne by you (i.e., it shall be deducted from the refund amount). For the avoidance of any doubt, any transfer fees shall be paid by you, including fees for transferring the refund amount to a foreign bank account.

The refund is carried out in Georgian National Currency - Georgian Lari. If requested by you the transfer can also be carried out in USD, EURO, or any other currency that is accessible to us, however, any conversion fees or difference from GEL to USD, GEL to EURO, or other currencies, will not be covered by ExpatHub.

Reimbursement

You shall reimburse all expenses borne by us for the purpose of rendering services to you (including government fees, notary fees, translation fees, courier fees, and other fees), unless otherwise agreed in advance.

Confidentiality

All materials and information exchanged between you and ExpatHub shall be confidential and shall only be disclosed in accordance with statutory requirements and Agreements executed by you and ExpatHub.

Section III. General Terms of Service

Whereas, these standard terms which are an indivisible part of your Agreement concluded with ExpatHub Legal and Tax LLC, it shall be deemed as one and same instrument within the Agreement concluded by you.

Thereby, the term - Agreement and/or this Agreement - hereinafter mentioned in the General Terms of Service shall also imply the Agreement concluded between you and ExpatHub Legal and Tax LLC including this General Terms of Service.

The provisions of the General Terms of Service shall be used in the context and relevance of the Agreement concluded between you and ExpatHub Legal and Tax LLC.

Article 1. Definitions

- 1.1. The terms used in the Agreement shall have the following definitions:
 - 1.1.1. Date of conclusion - the date of execution of the Agreement.
 - 1.1.2. Person associated with a Party - any person that has a partnership with the Party, including but not limited to: owner/shareholder, director, representative, employee, employer, contractor, supplier, client, customer, licensor.

Article 2. Validity and Termination

- 2.1. The Agreement shall become effective upon its conclusion and is effective for an indefinite term unless otherwise indicated in the Agreement.
- 2.2. The Parties shall be entitled to terminate the Agreement and any part thereof at any time by a mutual written agreement.
- 2.3. A Party shall be entitled to unilaterally terminate the Agreement:
 - 2.3.1. in case of Force Majeure, as determined in the Agreement;
 - 2.3.2. on the basis indicated in the Agreement and in accordance with the procedure determined by the Agreement;
 - 2.3.3. on the basis indicated in the Legal Policy and in accordance with the procedure determined by the Legal Policy;
 - 2.3.4. in case of gross violation of the other Party's obligations stemming from the Agreement or Legal Policy;
 - 2.3.5. in other cases determined by the applicable laws.
- 2.4. If any provision of the Agreement shall be voided, invalidated, or terminated, the remainder of the Agreement shall not be affected thereby. The Parties shall attempt in good faith to substitute the voided or invalidated provision of the Agreement by a valid and enforceable provision, which shall not be deemed to be a re-conclusion of the Agreement.
- 2.5. The termination of this Agreement (howsoever caused) shall be without prejudice to:
 - 2.5.1. any other rights which either Party may have under this Agreement;
 - 2.5.2. any liabilities accrued prior to the date on which the expiry or termination takes effect.

Article 3. Invoicing and Payment

- 3.1. This Article shall apply if the Agreement involves payment.
- 3.2. The amount that is to be paid (hereinafter referred to in this Agreement as "Amount") shall be determined in accordance with the fees and prices agreed.
- 3.3. In case of changes in applicable government taxes, fees, or assessments as well as any changes in applicable labour or service charges or fees the Amount can be changed unilaterally in good faith by ExpatHub.
- 3.4. Unless otherwise provided in the Agreement, the Amount shall be deemed to be provided in Georgian Lari.
- 3.5. Unless otherwise provided in the Agreement, the Amount payable to ExpatHub shall be deemed to be provided after taxes, if any shall apply.

- 3.6. In case the Amount is provided in any currency other than Georgian Lari, the payment shall be made in Georgian Lari, in accordance with the official exchange rate determined on the day of the payment by the National Bank of Georgia.
- 3.7. Unless otherwise provided in the Agreement, the Amount payable for a month shall be paid by no later than the 5th (fifth) day of the following month.
- 3.8. Unless otherwise provided in the Agreement, the Amount shall be paid via bank transfer on the bank account (IBAN) provided in the Agreement or in the relevant invoice.
- 3.9. The Amount is considered paid at the moment when it reflects on the bank account of ExpatHub.

Article 4. Confidentiality

- 4.1. For the purpose of the Agreement, “confidential information” shall mean any information and/or document that was directly and/or indirectly passed on to a Party; and/or became known to a Party; and/or happened to come to the possession of a Party:
 - 4.1.1. while performing its obligations and responsibilities under the Agreement;
 - 4.1.2. due to it performing its obligations and responsibilities under the Agreement;
 - 4.1.3. while completing any instructions/assignments of the other Party;
 - 4.1.4. due to it completing any instructions/assignments of the other Party; and/or
 - 4.1.5. during the validity of the Agreement provided that the information is related to the contractual relationship of the Parties.
- 4.2. A Party shall protect the confidential information of the other Party to the best of its ability, in particular, it shall:
 - 4.2.1. maintain the confidentiality of the information;
 - 4.2.2. not disclose the confidential information;
 - 4.2.3. not make the confidential information accessible/available/known to third persons intentionally, or by negligence;
 - 4.2.4. ensure the protection of confidential information in a manner that precludes third persons from accessing the confidential information.
- 4.3. The Parties are entitled to adopt and amend from time to time rules and measures relating to the protection of confidential information. Such rules and measures may be developed as an additional document, in which case it shall become an integral part of the Agreement. The Parties are obliged to familiarize themselves with the document and adhere to the rules, procedures, obligations, and other provisions introduced therein.
- 4.4. Disclosure of confidential information of a Party is permitted if:
 - 4.4.1. the other Party has received consent for such disclosure in advance;
 - 4.4.2. the other Party is disclosing the confidential information to its employees provided that such disclosure is necessary for them (the employees) to carry out their obligations and responsibilities;
 - 4.4.3. the other Party is disclosing the confidential information to persons associated with it, provided that such disclosure is necessary for fulfillment of the obligations and responsibilities stemming from the Agreement;
 - 4.4.4. the confidential information has become part of public domain lawfully (in accordance with all agreements and statutory provisions);
 - 4.4.5. the other Party is obliged to make such disclosure under applicable mandatory statutory provisions;
 - 4.4.6. It is disclosed to ExpatHub Acc LLC (identification number: 405560012), Premier Real Estate LLC (identification number: 405554868), ExpatHub LLC (identification number: 405403264), and CheckIt (identification number: 405558908) for the purposes of carrying out services hereunder.
- 4.5. Disclosure of confidential information is allowed only in cases specified in this Article and within the narrowest scope possible.
- 4.6. A Party shall not use confidential information for its direct or/and indirect benefit, including but not limited to competing with ExpatHub by engaging, directly and/or indirectly, in the same activities as the activities of ExpatHub. This Article and the

obligations referred to herein shall survive the termination of the Agreement and shall be effective for an indefinite period.

- 4.7. For the purpose of clarity, Parties acknowledge and agree, and hereby expressly consent that the confidential information and personal data have different meanings and definitions.

Article 5. Non-solicitation

- 5.1. A Party shall not, directly and/or indirectly, take any action that:
- 5.1.1. would be directed towards recruiting the other Party's employees by themselves and/or any other natural person(s) and/or legal entity(-ies);
 - 5.1.2. could potentially incentivize the person(s) associated with the other Party to terminate their agreement(s) with the other Party.
- 5.2. The Counterparty shall not directly and/or indirectly solicit, agree to render, and/or render services of any type for the clients of ExpatHub, unless it is acting in the capacity of the agent of ExpatHub.
- 5.3. This Article and the obligations/prohibitions provided herein shall be effective during the whole term of the Agreement, shall survive the termination of the Agreement and shall remain in effect for 3 (three) years thereafter.

Article 6. Company Property

- 6.1. For the purpose of the Agreement, "property of ExpatHub" shall mean:
- 6.1.1. all confidential information of ExpatHub;
 - 6.1.2. all documents (original or copy) and materials of any nature (original or copy) regardless of its form (e.g., tangible, intangible, written, placed in blockchain and/or electronic), provided that they have been given to the Counterparty by ExpatHub, or has been created by the Counterparty in connection to the performance of the obligations of the Agreement by the Counterparty. A non-exhaustive list of examples thereof is: electronic and non-electronic devices, gadgets, stationery supplies, consumables, furniture, network systems, software, e-mail, files, documents, contracts, agreements, memoranda, correspondence, data, records, specifications, notes, reports, manuals, and others.
- 6.2. The Counterparty shall:
- 6.2.1. take due care of the property of ExpatHub;
 - 6.2.2. not use exhaustible and/or depletable property of ExpatHub for any purpose other than one connected to the performance of the obligations of the Agreement by the Counterparty;
 - 6.2.3. not waste, damage, destroy and/or steal the property of ExpatHub;
 - 6.2.4. within its reasonable powers, not allow waste, damage, destruction, and/or theft of the property of ExpatHub by third persons.
- 6.3. Upon termination of the Agreement, or upon request of ExpatHub, the Counterparty shall promptly return all property of ExpatHub that the Counterparty created, received, used, possesses, and/or was given/entrusted.
- 6.4. Upon request of ExpatHub, the Counterparty shall promptly delete/destroy the property of ExpatHub in accordance with its instructions.
- 6.5. This Article shall apply only if ExpatHub has given the Client or the Client otherwise has the possession of the "property of ExpatHub".

Article 7. Relation to Third Party

- 7.1. While rendering services, ExpatHub may introduce third persons to the Counterparty or may make the Counterparty aware of third persons, and vice versa. ExpatHub shall not be considered to be acting as the agent of or connected to such a third person, except when the third person is introduced as an employee of ExpatHub. The employee shall be deemed to be acting on behalf of ExpatHub.

Article 8. Rights and Obligations of the Parties

- 8.1. The Parties shall perform the obligations stemming from the Agreement. The obligations stemming from the Agreement shall be performed:
 - 8.1.1. in good faith and in full conformity with the terms of the Agreement;
 - 8.1.2. in a professional manner in accordance with the best interests of the other Party;
 - 8.1.3. to the best of the abilities of the Party performing the obligations;
 - 8.1.4. in accordance with the applicable laws.
- 8.2. The Parties shall provide each other with the information and documents necessary and reasonably expected to perform their respective obligations. The Parties shall provide only complete, up-to-date, and accurate information and documents, both before the Counterparty's engagement with ExpatHub and thereafter. A Party shall be entitled to rely on the information and documents provided by the other Party without independent verification. The information and documents provided by a Party shall be procured in accordance with all statutory and contractual obligations
- 8.3. The Parties shall exercise their best efforts to preserve the image of each other. A Party shall be prohibited from connecting with and/or getting involved in political, social, public, or ideological activism on behalf of the other Party, or in a way that could create an association with the other Party.
- 8.4. The Parties shall perform actions not specified in the Agreement but necessary to fulfill their respective obligations.
- 8.5. The obligation of a Party means the right of the other Party to request the fulfillment of such obligation.
- 8.6. As per the context, a Party may be obliged to act, may be obliged to abstain from acting, and/or may be obliged to not allow something to happen as a result of its inaction.
- 8.7. A Party may take any action prohibited under the Agreement, or omit to perform any obligation required under the Agreement, only if the Party has obtained the written consent from the other Party in advance.
- 8.8. A Party shall be bound by obligations outside of the scope of the Agreement only if this has been communicated and agreed by both Parties in written form.
- 8.9. A Party shall be obliged to notify the other Party that it (the other Party) is in breach of obligations stemming from the Agreement and/or under the applicable laws and in connection with the Agreement as soon as the Party becomes aware of the breach (within the limits of reasonableness).
- 8.10. A failure and/or delay in exercising any right or privilege stemming from the Agreement shall not be presumed to be a waiver. A waiver of a right or privilege shall be presumed to be a one-time waiver of the right or privilege.

Article 9. Consequences and Liability

- 9.1. Providing false, falsified, wrong, incomplete, and/or misleading representations and warranties provided in this Agreement intentionally, or by negligence shall be a gross violation of the Agreement.
- 9.2. The Parties shall be liable for breach of their respective obligations provided in Articles 5, 6, and 8 of this Agreement. The Party in breach shall compensate the other Party for all damages arising from such breach, as well as for lost profit, within 2 (two) months thereafter, unless the Parties agree otherwise.
- 9.3. The Counterparty shall be liable for breach of obligations provided in Article 8 of this Agreement. If in breach, the Counterparty shall pay the compensation for all damages arising from such breach within 2 (two) months thereafter, unless the Parties agree otherwise. Liability shall not arise for reasonable wear and tear.
- 9.4. The Counterparty shall indemnify ExpatHub against any cost, loss, expense, or liability which may be incurred by ExpatHub in the proper performance of its obligations under this Agreement and/or any contractual agreement executed by ExpatHub and the Counterparty, except when such cost, loss, expense, or liability is due to blatant dishonesty on the part of ExpatHub.
- 9.5. In case a Party files a lawsuit (in court, arbitration and/or a similar proceeding), and the dispute is resolved (by the court, arbitral tribunal and/or other relevant person or

body), the losing Party shall fully compensate the other Party for the costs borne by the winning Party. In case a Party wins only a part of the lawsuit, the losing Party shall compensate the winning Party in proportion.

- 9.6. If a Party fails to perform its obligations stemming from the Agreement, the other Party shall be entitled to perform them. In such a case the Party that has failed to perform the obligations shall compensate the other Party for all damages, spendings, costs and expenses related to the performance of these obligations.

Article 10. Limitation of ExpatHub's Liability

- 10.1. ExpatHub renders Services based on Georgian law and the information disclosed by the government authorities of Georgia. While doing so, ExpatHub operates on the assumption that the information and law were complete, up-to-date, and accurate at the date it was inquired and has not since then been altered, amended, or added to. ExpatHub also assumes that the governmental authorities of Georgia did not fail to disclose any information that they should have disclosed.
- 10.2. Neither ExpatHub nor any of its affiliates shall have any liability of any nature, whether statutory or contractual, for any loss or damage (indirect, incidental, or consequential) incurred by the Client (directly or indirectly through any of its shareholders, directors, agents, subsidiaries, or any other person) arising:
- 10.2.1. due to the assumptions provided in this Article (above) being false;
- 10.2.2. as a result of a breach of its obligation the performance of which was made impossible by the Client's action or inaction, or any other objective reason, Force Majeure, or any circumstance beyond its power; or
- 10.2.3. as a result of or in connection with the provision of services by ExpatHub, except when the loss or damage is incurred by the Client directly and it is due to dishonesty (intentional misconduct or bad faith breach) or gross negligence.
- 10.3. The Counterparty shall:
- 10.3.1. reimburse any and all expenses incurred by ExpatHub that are caused by any proceedings against the Counterparty where ExpatHub suffers damages. Such reimbursement shall be paid promptly, but no later than 10 (ten) calendar days after the expenses/damages are incurred;
- 10.3.2. indemnify ExpatHub against any cost, loss, expense, liability, or claim that may be incurred by ExpatHub in the performance of its obligations.

Article 11. Force Majeure

- 11.1. The performance of the obligations under the Agreement can be suspended (entirely or in part) only in case of Force Majeure, or Parties' written mutual agreement.
- 11.2. Events qualify as Force Majeure when they:
- 11.2.1. make the performance of the obligations impossible or extremely difficult; and
- 11.2.2. are outside of the control of the Parties; and
- 11.2.3. are unforeseen in nature.
- 11.3. A non-exhaustive list of Force Majeure events, provided that they make the performance of the obligations impossible or extremely difficult, are outside of the control of the Parties and are unforeseen in nature is: war, state of emergency, natural disaster, epidemic, pandemic, quarantine, moratorium, or embargo.
- 11.4. A Party shall inform the other Party of Force Majeure at the earliest possibility after such an event takes place but no later than the deadline of the performance of the relevant obligation. Failure to notify before the deadline shall not be considered a breach, if the Party proves that such notice was impossible.
- 11.5. In the case of Force Majeure, the performance of obligations (entirely or in part) shall be suspended for the duration of the Force Majeure.
- 11.6. If the duration of the Force Majeure exceeds 1 (one) month, the Parties are entitled to renegotiate in good faith. Failing such negotiations, the Agreement may be unilaterally terminated by the Party against which the obligations have been suspended due to the other Party being affected by Force Majeure.

Article 12. Dispute Resolution

- 12.1. The validity, interpretation, construction, and performance of the Agreement and this Article shall be governed by the Laws of Georgia. This Article shall exclude the applicability of all international treaties the exclusion of which is possible by party autonomy, including the international treaties the signatory of which is Georgia.
- 12.2. Any dispute and/or controversy arising from or in connection with the Agreement and this Article shall be resolved by good faith negotiations. The Parties shall attempt to resolve their dispute and/or controversy by means of bona fide negotiations for at least 1 (one) month after the dispute and/or controversy arises. Failing such negotiations, the Courts of Georgia shall have exclusive jurisdiction to resolve the dispute and/or controversy.

Article 13. Communications and Notifications

- 13.1. All legally significant communications related to the contractual relationship shall be in a written form.
- 13.2. Communication shall be deemed to be in a written form, if it is sent:
 - 13.2.1. to the email addresses provided in the Agreement; or
 - 13.2.2. via registered or certified mail, to the addresses provided in the Agreement.
- 13.3. If sent by email, communications shall be effective when actually sent. If sent by mail, communications shall be effective when actually received by the addressee.
- 13.4. Any changes to email or addresses provided in this Agreement shall be notified to the other Party within 7 (seven) calendar days after the change. Failing to meet this obligation, communications sent to the old address and/or email address shall be deemed to be duly sent and delivered.
- 13.5. Unless otherwise indicated, "info@expathub.ge" shall be the email address of ExpatHub.
- 13.6. Unless otherwise indicated, "35 Lavrenti Ardaziani street, Tbilisi, Georgia" shall be the address of ExpatHub.
- 13.7. The email address of the Counterparty shall be the email address used to engage with ExpatHub and any other email address indicated in the Agreement.
- 13.8. The address of the Counterparty shall be the legal/registration address of the Counterparty and any other address indicated in the Agreement.

Article 14. Interpretation

- 14.1. The captions of the Articles are included for the convenience of reference only and in no way delimit any of the provisions thereof or otherwise affect their construction, definition, meaning, or effect.
- 14.2. Reference to Articles 1, 2, 3, etc. or "this Article", shall mean a reference to the whole Article. Reference to Articles 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, etc. or "this Article 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, etc", shall mean a reference to the provision numbered 1.1, 1.2, 1.3, 2.1, 2.2, 2.3, etc. Reference to Articles 1.1.1, 1.2.1, 1.3.1, 2.1.1, 2.2.1, 2.3.1, etc. or "this Article 1.1.1, 1.2.1, 1.3.1, 2.1.1, 2.2.1, 2.3.1, etc", shall mean a reference to the provision numbered 1.1.1, 1.2.1, 1.3.1, 2.1.1, 2.2.1, 2.3.1, etc.
- 14.3. Whenever singular is used in the Agreement, it shall be interpreted as meaning the plural and vice versa, as the context requires. Whenever masculine or neuter is used in the Agreement, it shall be interpreted as meaning the feminine or body politic or corporate, and vice versa, as the context requires.
- 14.4. Whenever the words "include", "includes", "including", "especially", "for example", "non-exhaustive", "list" or "e.g." are used in the Agreement, they shall be deemed to be followed by the words "without limitation".
- 14.5. Whenever the words "shall", "should", "obliged" "must" or "prohibited" are used in the Agreement, they shall be deemed to indicate an obligation. Whenever the words "may", "might", "entitled", "right" or "discretion" are used in the Agreement, they shall be deemed to indicate a right.
- 14.6. A reference to a particular law is a reference to it as it is in force, for the time being, taking account of any amendment, extension, application, or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 14.7. The Agreement is drafted and executed with the participation of both Parties. The contra proferentem principle shall not apply.
- 14.8. The Agreement may be executed in 2 (two) languages. In such a case, the Georgian version may be used for the purpose of interpretation of the English version, but in case of collision, the English version shall prevail.

Article 15. Representations and Warranties

- 15.1. The Parties enter into the Agreement on the basis of, and in reliance on, the Representations and Warranties hereunder.
- 15.2. Each warranty and representation hereunder is true and not misleading on the date of the execution of the Agreement and it shall remain so during the whole duration thereof.
- 15.3. ExpatHub warrants and represents to the Counterparty that:
 - 15.3.1. ExpatHub is a corporation, duly incorporated, validly existing, and in good standing under the Laws of Georgia;
 - 15.3.2. ExpatHub is qualified to do business in Georgia and it conducts business in accordance with the applicable law;
 - 15.3.3. ExpatHub has all necessary corporate power and authority to enter into, execute and perform its obligations under the Agreement.
- 15.4. The Counterparty warrants and represents to ExpatHub that:
 - 15.4.1. the Counterparty is acting in accordance with the Laws of Georgia and any other applicable laws (if any);
 - 15.4.2. the Counterparty is in good standing under the Laws of Georgia;
 - 15.4.3. the Counterparty has necessary knowledge and qualifications required to perform its obligations under the Agreement;
 - 15.4.4. all information and documents provided to ExpatHub before and/or after the conclusion of the Agreement are full, true, and accurate, and obtained in accordance with the Laws of Georgia and any other applicable laws (if any);
 - 15.4.5. the Counterparty has the necessary capacity, authority and power to enter into, execute and perform its obligations under the Agreement.

Article 16. Miscellaneous

- 16.1. All appendices, addenda, annexes, schedules, exhibits, and amendments concluded at the time of the conclusion of the Agreement or thereafter shall be an integral part of the Agreement, shall be effective with it, and no part of them may be viewed in isolation.
- 16.2. No agreements or representations, oral or otherwise, expressed or implied with respect to the subject matter of the Agreement have been made by either Party that are not set forth expressly in the Agreement. In any case, the Agreement supersedes all prior agreements, contracts, and understandings between the Parties relating to the subject matter hereof, unless explicitly indicated otherwise.
- 16.3. The Agreement may be executed by hand.
- 16.4. The Agreement may also be executed electronically:
 - 16.4.1. by both Parties printing the Agreement, signing it, sending it electronically to the other Party; and/or
 - 16.4.2. by both Parties putting a digital signature to the Agreement and sending it electronically to the other Party; and/or
 - 16.4.3. by both Parties putting a qualified electronic signature to the Agreement in accordance with the Laws of Georgia and sending it electronically to the other Party.
- 16.5. In the case the Agreement is executed by hand, each counterpart executed by hand shall for all purposes be deemed to be an original. In the case the Agreement is executed electronically, each printed counterpart shall for all purposes be deemed to be an original. All counterparts, whether signed electronically or by hand, shall together constitute one and the same instrument.

Section IV. Supplemental Terms of Service

This Supplemental Terms of Service consist of (1) provisions common to all services and (2) provisions individual to each service.

Sub-Section 1. Common Provisions

Article 1. Commencement of Services

- 1.1. ExpatHub will commence the provision of services only on the basis of your in-person request, request via our [website](#), via email and/or over the phone.
- 1.2. In-person request means a request made face-to-face, with the authorized representative of ExpatHub.
- 1.3. Request via website means a request made via submitting a quote, form, and/or consultation request from [expathub.ge](#) or through a link provided by ExpatHub..
- 1.4. Request via email means a request made by sending an email to info@expathub.ge and/or another ExpatHub's email owned by the employees of ExpatHub.
- 1.5. Request over the phone means a request made by sending a text notification to and/or calling the cell phone number owned by ExpatHub or indicated as contact information by the employees of ExpatHub.

Article 2. Know Your Client

- 2.1. As part of ExpatHub's Know Your Client (KYC) process, any person may be requested to fill out the special Know Your Client form provided by ExpatHub or answer the questions asked by ExpatHub.
- 2.2. The KYC is a standard form designed to get more information about the Client. The Client shall provide any information requested by ExpatHub. The information may include a copy of passport, tax residency certificate, telephone number, email, etc.
- 2.3. The special rules that apply to the KYC shall prevail over the rules of this Legal Policy.

Article 3. Refusal of Service

- 3.1. ExpatHub is entitled to deny service to any person that does not comply with this Legal Policy.

Article 4. Provision of Information by the Client

- 4.1. If the Client provides incorrect, untrue, incomplete, inaccurate or outdated information, ExpatHub reserves the right to use special measures provided by the law of Georgia and this Legal Policy.

Sub-Section 2. Free Consultation

Article 5. Scope

- 5.1. ExpatHub provides free consultations. The topics of the free consultation may be:
 - 5.1.1. Generic tax & relocation advice for individuals
 - 5.1.2. Questions related to Small Business Status (1% tax rate)
 - 5.1.3. Incorporating in Georgia (LLCs)
 - 5.1.4. Tax rates & payment deadlines
 - 5.1.5. Basic legal & tax residency questions & qualification
- 5.2. Considering the complexity of the consultations topics, ExpatHub is entitled to deny the free consultation request without further justification.

Article 6. Eligibility

- 6.1. One individual Client, or one group of Clients may receive only one free consultation.
- 6.2. If the Client has had a free consultation with ExpatHub but requested and got a second free consultation, ExpatHub is entitled to request payment for the free consultation in accordance with the pricing of the premium consultation.

- 6.3. ExpatHub has the right to refuse the provision of a free consultation at any time, without any justification.

Article 7. Venue and Date

- 7.1. Free consultations take place only virtually, via the platform chosen by ExpatHub.
7.2. The date and time of the free consultation shall be chosen by the Client from the options provided by ExpatHub. Depending on the demand, the options may be a long time after the request.

Article 8. Canceling/Postponing by ExpatHub

- 8.1. ExpatHub has the right to change the date and/or time of the free consultation. In this case, ExpatHub will inform the Client 3 (three) days before the date of the free consultation. The Client has the right to reject the changed date and/or time of the free consultation, in which case, the free consultation shall be deemed to be canceled.
8.2. If ExpatHub postpones and/or cancels the free consultation in breach of the procedure stipulated in this Legal Policy, the Client shall be entitled to schedule a free consultation in accordance with the procedure stipulated in this Legal Policy.

Article 9. Canceling/Postponing by the Client

- 9.1. The Client may cancel and/or postpone the date and/or time of the free consultation at least 3 (three) days before the free consultation. To cancel and/or postpone the free consultation the Client shall inform ExpatHub immediately with a written notice.
9.2. The Client is entitled to cancel and/or postpone the free consultation only once.
9.3. The Client that canceled the free consultation in accordance with the procedure provided in this Legal Policy retains the right to request the free consultation once more in accordance with the procedure stipulated in this Legal Policy.
9.4. If the Client postpones and/or cancels the free consultation in breach of the procedure stipulated in this Legal Policy, he/she shall be deemed to have had a consultation and thus, shall not be entitled to have another free consultation.

Article 10. Submitted Information

- 10.1. For the purposes of the free consultation, the Client should fill out the free consultation form before the consultation and should provide the information requested by ExpatHub. Clients are encouraged to provide additional information relevant to the free consultation. The additional information shall not exceed 500 characters.

Article 11. Confirmation of the Consultation

- 11.1. ExpatHub is entitled to call the Client on the phone number provided by him/her and check if the Client is going to attend the free consultation. If a phone number is not provided by the Client or if ExpatHub is not able to contact the Client on the indicated phone number, ExpatHub will be entitled to cancel the call.

Article 12. Duration of the Consultation

- 12.1. The duration of the free consultation is no more than 30 (thirty) minutes.

Article 13. Review

- 13.1. The Client is encouraged to rate the consultation quality and professionalism.

Article 14. Recordings

- 14.1. ExpatHub reserves the right to make audio and/or video recordings of every virtual, telephonic and/or face-to-face consultation for quality control purposes. ExpatHub stores the recordings in accordance with its Privacy Policy.
14.2. The Client shall not be entitled to make audio and/or video recordings of a virtual, telephonic and/or face-to-face consultation for any purpose without the prior written consent of ExpatHub.

- 14.3. Both ExpatHub and the Client shall be entitled to take hand-written or electronically written notes.

Sub-Section 3. Premium Consultation

Article 15. Scope

- 15.1. ExpatHub provides premium consultations. The topics of the premium consultation may be:
- 15.1.1. Everything that can be a topic of a free consultation
 - 15.1.2. International tax structures
 - 15.1.3. Banking & payment processing help
 - 15.1.4. High Net Worth Individual (HNWI) program
 - 15.1.5. Real estate purchasing & legal
 - 15.1.6. Virtual Zone / ICS / FIZ discussions

Article 16. Eligibility

- 16.1. Any Client is qualified to request the premium consultation in accordance with this Legal Policy. ExpatHub has the right to refuse the provision of a premium consultation at any time, without any justification.

Article 17. Venue and Date

- 17.1. Premium consultations take place either virtually, via the platform chosen by ExpatHub, or in person, in the office of ExpatHub located at [35 Lavrenti Ardaziani Street, Saburtalo, Tbilisi, Georgia, 0160](#).
- 17.2. The date and time of the premium consultation shall be chosen by the Client from the options provided by ExpatHub. Depending on the demand, the options may be a long time after the request.

Article 18. Premium Consultation Fee

- 18.1. The Client shall be invoiced the agreed premium consultation fee in a timely manner. The Client shall pay at least 1 (one) business day before the date of the premium consultation. Otherwise, ExpatHub reserves the right to cancel and/or postpone the premium consultation.

Article 19. Canceling/Postponing by ExpatHub

- 19.1. ExpatHub has the right to change the date and/or time of the premium consultation. In this case, ExpatHub will inform the Client no later than 3 (three) days before the date of the premium consultation.
- 19.2. ExpatHub will try to find the best option for the Client to schedule the premium consultation. The Client has the right to reject the changed date and/or time of the premium consultation, in which case, the premium consultation shall be deemed to be canceled and the Client shall be refunded in a timely manner.

Article 20. Canceling/Postponing by the Client

- 20.1. The Client may cancel and/or postpone the date and/or time of the premium consultation no later than 3 (three) days before the premium consultation. To cancel and/or postpone the premium consultation the Client shall inform ExpatHub immediately with a written notice.
- 20.2. If the Client postpones and/or cancels the premium consultation in breach of the procedure stipulated in this Legal Policy, he/she shall not be entitled to receive a refund of the paid premium consultation fee.

Article 21. Submitted Information

- 21.1. For the purposes of the premium consultation, the Client should fill out the premium consultation form before the consultation and should provide the information requested by ExpatHub. Clients are encouraged to provide additional information

relevant to the premium consultation. The additional information shall not exceed 500 characters.

Article 22. Confirmation of the Consultation

22.1. ExpatHub is entitled to call the Client on the phone number provided by him/her and check if the Client is going to attend the premium consultation. If a phone number is not provided by the Client or if ExpatHub is not able to contact the Client on the indicated phone number, ExpatHub will be entitled to cancel the call.

Article 23. Duration of the Consultation

23.1. The duration of the premium consultation is no more than 60 (sixty) minutes. The duration of the premium consultation may exceed the predetermined 60 (sixty) minutes if the representative of ExpatHub so decides. This may result in a surcharge which shall be paid by the Client within 1 (one) calendar day after the premium consultation.

23.2. Premium consultation taking less than 60 (sixty) minutes shall not result in full or partial refund.

Article 24. Review

24.1. The Client is encouraged to rate the consultation quality and professionalism.

Article 25. Recordings

25.1. The Client shall not be entitled to make audio and/or video recordings of a virtual, telephonic and/or face-to-face consultation for any purpose without the prior written consent of ExpatHub.

25.2. Both ExpatHub and the Client shall be entitled to take hand-written or electronically written notes.

Section V. Personal Data Protection and Privacy¹

This privacy and personal data protection policy deals with and regulates the personal information gathered by the ExpatHub ("Controller") during the provision of one of its services or without.

This policy sets out the scope of protected personal information, Client's rights thereto, and the possible remedies in case of the breach of the rules under this Policy.

Article 1. Protected Personal Data

- 1.1. "Personal data" means any information relating to an individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data or an online identifier. Personal data also refers to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
- 1.2. It also includes special categories of personal data (special category data) from which we can determine or infer an individual's:
 - 1.2.1. Racial or ethnic origin
 - 1.2.2. Political opinions
 - 1.2.3. Religious or philosophical beliefs
 - 1.2.4. Membership of a trade union
 - 1.2.5. Genetic data
 - 1.2.6. Biometric data
 - 1.2.7. Physical or mental health or condition
 - 1.2.8. Sex life or sexual orientation
 - 1.2.9. As well as personal data relating to criminal convictions and offenses
- 1.3. For the purposes of this Policy, personal data also includes the information which is not expressly covered by it but is protected under the Law of Georgia on Personal Data Protection.

Article 2. Client's Rights to their Personal Data

- 2.1. Client's rights in relation to the Personal Data kept within ExpatHub are the following:
 - 2.1.1. To request the information on the purpose of processing their personal data
 - 2.1.2. To request the information on the types of the personal data being kept and processed
 - 2.1.3. To have your personal data corrected, for example, if it is incomplete or incorrect
 - 2.1.4. To request the information on the processor of the personal data
 - 2.1.5. To request the information on the duration of the processing of each type of personal data
 - 2.1.6. To request the deletion of their personal data (specific or in whole)*
 - 2.1.7. To rescind the consent on processing the personal data*
 - 2.1.8. To request / restrict the disclosure of the personal data*
 - 2.1.9. To request / restrict the transfer of the personal data*
 - 2.1.10. To file the Complaint to ExapttHub due to the breach of their personal data protection rights
 - 2.1.11. Any and all rights which are not expressly set out in this Policy but are protected by the Law of Georgia on Personal Data Protection
- 2.2. ExpatHub shall not be liable for the failure to provide service(s) due to Clients exercising their personal data protection rights.

Article 3. Complaints

- 3.1. Client is entitled to file the complaint due to the breach of the privacy or personal data protection rules.

¹ Terms used in relation to personal data protection have the same meaning as set out in the Law of Georgia on Personal Data Protection, unless such definition contradicts the definitions expressly set out in this Policy.

- 3.2. Complaint should be directed to the person within ExpatHub who is in contact with the said Client.
- 3.3. ExpatHub undertakes to deal with the privacy Complaints with due care, fairness and in full compliance with the personal data and privacy laws of Georgia.

Article 4. Purposes of the Data Processing

- 4.1. We use your personal data for the following purposes:
 - 4.1.1. To provide, operate, and maintain our website
 - 4.1.2. To improve, personalize, and expand our website
 - 4.1.3. To understand and analyze how you use our website
 - 4.1.4. To develop new products, services, features, and functionality
 - 4.1.5. To communicate with you, either directly or through one of our partners, including for customer service
 - 4.1.6. to provide you with updates and other information relating to the website
 - 4.1.7. for marketing and promotional purposes
 - 4.1.8. To provide you with the service(s) in accordance with the Agreement and/or this Legal Policy or without
 - 4.1.9. To adhere to any statutory requirements under the Laws of Georgia

Article 5. Transfer and Disclosure of Personal Data

- 5.1. ExpatHub brand operates under several legal entities: ExpatHub Legal and Tax LLC (identification number: 405554859), ExpatHub Acc LLC (identification number: 405560012), Premier Real Estate LLC (identification number: 405554868), ExpatHub LLC (identification number: 405403264), and CheckIt (identification number: 405558908).
- 5.2. When providing services, we take due care of your personal data and keep track of its transfer and/or disclosure.
- 5.3. ExpatHub undertakes to transfer your personal data only within the employees under ExpatHub brand and only for the purposes set out by this Policy.
- 5.4. Transfer of the personal data will be limited to those employees whose access to such data is essential for the provision of services or for the achievement of the purposes of processing personal data, set out by this Policy.
- 5.5. Transfer of the personal data will also take place by ExpatHub if such request is submitted by competent governmental authorities and ExpatHub is obligated to comply therewith.

Article 6. Security

- 6.1. ExpatHub protects and ensures the security of your personal data. Among other things, we make sure that:
 - 6.1.1. Your personal data is safely stored both digitally and physically
 - 6.1.2. The access to the personal data is limited to employees who need such access for the purposes of carrying out their working obligations
 - 6.1.3. We manage and process your personal data only for the purposes set out in this Policy
 - 6.1.4. We keep your personal data only for the duration necessary for the purposes set out in this Policy, however no longer than 3 years
 - 6.1.5. We proactively keep track of the personal data collected, processed and kept and take necessary steps to ensure their accuracy, completeness, and reliability
 - 6.1.6. We have established procedures to ensure swift and effective measures to remedy any breaches to the personal data leak.
 - 6.1.7. We consider any complaints on the privacy violations with due care and diligence, in full adherence to the principles of fairness and good faith

Article 7. Retention of Personal Data

- 7.1. Our policy is to retain personal data only for as long as it is needed for the purposes described in the section "Purposes of Data Processing."

- 7.2. We do not store personal data for more than 3 (three) years unless we have an active relationship with the said Client and there is a necessity to store such personal data longer.
- 7.3. The 3 years period does not apply to personal data retention of which is directly requested by the competent governmental authority, including by the decision of a court.

Article 8. Consent

- 8.1. ExpatHub processes personal data which are not considered “special categories of data” (unless specifically required by law) in accordance with the Article 2(b) of the Law of Georgia on Personal Data Protection.
- 8.2. Processed personal data includes, but is not limited to, following data:
 - 8.2.1. Passports, Identification Cards (and information included therein)
 - 8.2.2. Contact information (cell phone numbers, emails, addresses)
 - 8.2.3. Cookies
 - 8.2.4. Financial information
- 8.3. ExpatHub undertakes to keep Clients' personal data private under all circumstances and only process (including disclose) for the purposes directly set out in this Policy.
- 8.4. Privacy and confidentiality does not apply to the information requested by competent governmental authorities in accordance with the statutory requirements.
- 8.5. By agreeing to this Legal Policy you, the Client, explicitly and unequivocally consent to the processing of your personal data, for the purposes expressly set out in this Policy and in accordance with the Law of Georgia on Personal Data Protection. This Consent extends to granting us the right to disclose your personal data to the following Legal Entities for the sole purpose of the provision of the services requested by you: ExpatHub Acc LLC (identification number: 405560012), Premier Real Estate LLC (identification number: 405554868), ExpatHub LLC (identification number: 405403264), and CheckIt (identification number: 405558908).
- 8.6. ExpatHub shall not be liable for breach of privacy by any third party. ExpatHub only takes responsibility for the privacy of the data which it has the direct control of.

Article 9. Minors

- 9.1. ExpatHub collects personal data of a minor only and only for the purposes of residency application, under the supervision and upon the consent of a minor's legal guardian / representative.
- 9.2. Otherwise, ExpatHub does not provide services to minors and we do not process the personal data of minors.
- 9.3. If you are under 18 years old, please do not provide any personal data even if prompted to do so. If you believe that you have inadvertently provided personal data, please ask your parent(s) or legal guardian or legal representative to notify us and we will delete your personal data.

Article 10. Change to this Statement

- 10.1. We will occasionally update this Policy to reflect changes in our practices and services.
- 10.2. If we make any material changes in the way we process personal data, we will notify you by prominently posting notice of the changes on the website.

Section VI. Cookies and Web Beacons

Cookies

Like any other website, ExpatHub uses “cookies”. These cookies are used to store information including visitor preferences and the pages on the website that the visitor accessed or visited. This information is used to optimize user experience by customizing our web page content based on visitors' browser type and/or other information.

For more general information on cookies, please read [“What Are Cookies”](#).

Third-party Ad Servers & Ad Networks

Third-party ad servers or ad networks use technologies such as cookies, JavaScript, or Web Beacons in their respective advertisements / links that appear on [ExpatHub.GE](#), which are sent directly to users' browsers. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

Note that ExpatHub has no access to or control over these cookies that are used by third-party advertisers.

DoubleClick DART Cookie

Google is a third-party vendor on our site. It also uses cookies, known as DART cookies, to serve ads to our site visitors based upon their visit to ExpatHub GE and other sites on the internet. However, visitors may choose to decline the use of DART cookies by visiting the Google ad and content network Privacy Policy at [this URL](#). Some of the advertisers on our site may use cookies and web beacons.

You can choose to disable cookies through your individual browser options. To learn more detailed information about cookie management with specific web browsers, this can be found at the browsers' respective websites.

For avoidance of any doubt, rules and conditions under “Personal Data Protection and Privacy” section of this Policy, applies to usage of cookies and web beacons without any exception.

Section VII. Code of Conduct

Article 1. Preamble

- 1.1. Nothing is more important for us than the ethics, integrity and reputation of ExpatHub Legal and Tax LLC (hereinafter referred to as ExpatHub). We comply with and adhere to procedures and rules provided by applicable laws, regulations and ethical standards of conduct. ExpatHub is aware of its responsibility towards its customers and business partners as well as its shareholders and employees.
- 1.2. The Code of Conduct serves two main purposes: First, it recognizes a set of core values indicated in [The United Nations Global Compact initiative](#) in the areas of human rights, labour standards, the environment, and anti-corruption. Second, it provides an ethical framework and encourages every single employee to behave in a manner that is consistent with our values.

Article 2. Scope of Application

- 2.1. This Code of Conduct applies to us, referring to all of us at ExpatHub, staff members, shareholders and it applies to our clients - everyone who has entered into a business/service relationship with ExpatHub. The provisions of this Code also apply to the behavior of the employee, which are not directly mentioned in the Code, but are derived from the principles and purposes of this Code.

Article 3. General Principles

- 3.1. Human Rights
 - 3.1.1. ExpatHub supports and respects the protection of internationally proclaimed human rights and always ensures not to be complicit in human rights abuses. We use due diligence to create and maintain an environment that treats all employees and clients with dignity and respect. We do not tolerate behavior by us, or by our clients that infringes human rights and appropriate measures will be taken if human rights abuse is detected.
 - 3.1.2. ExpatHub not only safeguards and fulfills human rights inside the company, but actively takes a voluntary action through various fundraisers and charity work to make a positive contribution towards the protection and fulfillment of human rights
- 3.2. Labour Rights
 - 3.2.1. We comply with applicable labour and employment laws, and adhere to [the principles concerning International Labour Standards](#). ExpatHub ensures a safe work environment, where all forms of forced or compulsory work, as well as child labour is prohibited. ExpatHub ensures that labour is freely given and employees are free to leave in accordance with established rules. We recognize freedom of association and the right of collective bargaining². ExpatHub recognizes the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively.
 - 3.2.2. ExpatHub eliminates all forms of discrimination and harassment in respect of employment and occupation.
- 3.3. Environment
 - 3.3.1. ExpatHub complies with existing legislation and regulations regarding the protection of the environment. We support a precautionary approach to environmental matters and undertake initiatives to promote greater environmental responsibility. We ensure that all the resources are used in a sustainable manner and activities within our own operations do not cause harm to the environment. ExpatHub always makes an effort to minimize waste and maximize recycling.
- 3.4. Anti-corruption

² [Principle Three: Labour](#), United Nations Global Compact

- 3.4.1. We do not participate in any form of corrupt practices, including but not limited to extortion, fraud, or bribery. Even the minor use of influence to gain financial or non-financial advantages is strictly prohibited at ExpatHub. We do not accept, promise, pay, or offer bribes. Our employees are expected to decline any opportunity that would disregard our ethical standards and put ExpatHub's reputation at risk.
- 3.4.2. We are committed to supporting a transparent global economy and eliminating finance crimes and corruption.

Article 4. External Relations

- 4.1. Conduct Towards Customers
 - 4.1.1. ExpatHub is committed to provide appropriate and efficient solutions to meet customers' specific needs. We only serve clients that we are competent and professionally capable to serve. We strive to ensure that quality service is delivered and all of our customers are treated fairly and equally. Our high professional standards are a part of how we build trust with our customers.
 - 4.1.2. ExpatHub ensures that our customers' privacy and confidentiality is protected at the highest level. We only collect information necessary to render the requested service and appropriately safeguard the records containing personally identifiable information of our customers. All materials and information exchanged between our clients and ExpatHub is confidential and will only be disclosed in accordance with statutory requirements, our privacy policy and Agreements executed by our clients and us.
 - 4.1.3. Customers' satisfaction is our main motivator. Reviewing customer complaints gives us an opportunity to improve our performance, meet our customers expectations and fix issues in a timely manner.
- 4.2. Commitment to Corporate Responsibility
 - 4.2.1. We recognise that our activities have an impact on society, the environment and the economy³. We live up to this duty that is commonly known as 'corporate social responsibility' (CSR) or 'responsible business conduct' (RBC)⁴ which means that we believe that our company's mission goes beyond the company growth rate and the profit. We commit to corporate responsibility by integrating social, environmental, human rights, and ethical concerns into our business strategy, company culture and operations. We responsibly pay our taxes.

Article 5. Internal Relations

- 5.1. Diversity and Inclusion
 - 5.1.1. We respect each others' diverse backgrounds, experiences, skills and opinions. ExpatHub ensures that different voices are heard and employees' contributions are recognized. We commit to create a working environment where everyone feels equally involved and supported.
- 5.2. Workplace Safety
 - 5.2.1. We follow the national and international regulations to ensure health and safety of our employees at a workplace. We always strive to improve the working environment, maintain a safe, comfortable workplace and reduce the risk of injury and damage to the health of the employees. In the event of accidents or violations, competent authorities will be notified by us immediately.
- 5.3. Privacy and Confidentiality
 - 5.3.1. We follow legal requirements and our privacy policy to ensure the highest protection of our employees' confidentiality. We only use confidential information if a legitimate reason exists. It is extremely important to us not to

³ [Corporate responsibility: an introduction](#), Chartered Institute of Personnel and Development, March 28th, 2022

⁴ [Corporate social responsibility & Responsible business conduct](#), European Commission

compromise our employee's trust by disclosing confidential information without a business purpose.

5.4. Discrimination and Harassment

5.4.1. We prohibit direct or indirect discrimination on the grounds of race, color, sex, origin, ethnicity, language, religion, political or other views, social affiliation, property or titular status, place of residence, or on any other grounds. No employee, intern or job applicant will be unlawfully discriminated against because of the characteristics that are not related to the requirements of the job. We make employment decisions based on demonstrated skills and qualifications.

5.5. Equal Opportunity and Mutual Respect

5.5.1. ExpatHub offers professional and personal development opportunities to its employees. We let each of our employees know that they are valued for their achievements and contributions. We encourage our employees to recognize each others' accomplishments and not to hesitate to share their successes.

5.5.2. Everyone at ExpatHub is an important part of our team. We are committed to provide equal employment opportunities to all individuals, so that all of our staff members can reach his or her highest potential.

5.6. Wages, Working Hours and Other Conditions of Work

5.6.1. ExpatHub always ensures that wages are paid reasonably and in accordance with minimum thresholds under national legislation. Wages at ExpatHub are paid regularly, on time and without any unlawful deductions. The amount of remuneration appropriately reflects our workers' qualifications and equal wages are assured for work of equal value.

5.6.2. We provide adequate remuneration for excessive working hours and ensure maternity protection.

Article 6. Compliance With Laws

6.1. ExpatHub is committed to conduct a business in full compliance with the newest national and international laws. We monitor and adjust to the frequently changing regulations.

Article 7. Reporting Suspected Violations

7.1. Managers of ExpatHub ensure that all of the employees are familiar with the Code of Conduct so they can comply with its regulation in their daily work. Everyone at ExpatHub is required to report any activity that could potentially be in violation of this Code of Conduct, applicable law, our policy, values and standards; ExpatHub will take action where violation is identified. Upon request, employees will be informed of what measures were taken. No employee will face recrimination for reporting violation.

Article 8. Observance of the Code and Sanctions

8.1. The Code of Conduct is legally binding for all of the staff members. Observance and implementation of this Code of Conduct will be monitored by our ethics officers and in case of violation, appropriate action will be taken, indicated in our Disciplinary Action Policy.