



Midway Group

Service Policy & Regulations

YOUR RELIABLE SUPPORT IN RUSSIA

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I. Terms & Definitions

1. *The Company* – Midway Group LLC or its divisions or subsidiaries which provide services in accordance with the Clients Service Agreement and its annexes.
2. *The Client* – an individual or a legal entity having a Service Agreement with the Company.
3. *Partners* – an individual or a legal entity that currently cooperates or is in legal partnership with the Company.
4. *Service Agreement* – a contract concluded between the Company and the Client.
5. *Company's Account* – bank and/or digital account of the Company.
6. *Company CEO* – current Chief Executive Officer of the Company.
7. *Confidential Information* - all confidential and proprietary information which is disclosed by one party to the other party and is clearly labeled as confidential or proprietary or is disclosed orally.

II. Introduction

Midway Group is a holding company that exercises control over its divisions. Each division specializes in its own field on a turnkey basis. The Group's main priority is to ensure and maintain complete safety and comfort of foreigners on the territory of the Russian Federation.

There are for main divisions of the company:

Midway Solutions – the main division that provides a full range of services and specializes on general support for companies and individuals.

Midway Tours – a special division that focuses on arranging individual and group sightseeing tours.

Midway Education - a special division that supports international students currently studying or planning to study in Russia.

Midway Medicine – a medical division that assists foreign guests with medical insurance and treatment.

This document summarizes all important company policies and regulations and is meant for any existing or potential Client's or Partner's awareness. Midway Group is concerned not only with results, but also with how those results are achieved. We will never condone or tolerate any activities or efforts to achieve results through illegal or unethical dealings.

We have a good understanding of our values and the laws that are pertinent to the work we do and the decisions we make.

Most importantly, we use good judgment in deciding what course of action is most appropriate.

III. Scope of Business

Midway Group is committed to abide by all laws and regulations wherever we conduct our business activities. All company business activities and services provided are licensed and approved by local or federal authorities. Midway Group LLC is registered in accordance with the Russian legislation.

Services are provided for foreign businesses, individuals and tourists on the territory of the Russian Federation.

Midway Group supports foreign guests on a "turnkey" basis, providing ultimate comfort and security.

Midway Group offers the following services, including but not limited to:

- Administrative support: legal consulting services, document preparation, booking services, short and long term housing, representational services, watch over & care services;
- Language support: professional interpreters, personal assistants - native speakers;
- Transfer services: business class car fleet with professional drivers;
- Tours & excursions: individual and group sightseeing tours.

Midway Group also offers a free multi-lingual 24/7 concierge service for all clients.

IV. Service Policy

1. Compliance with the law is essential to the Company's ethical obligations. Clients must obey the laws of the Russian Federation. While a Client may not know the details of every rule and regulation to which the Company's activities are subject, all such persons must know enough about the applicable laws to know when to seek the help of a supervisor or the Company's legal counsel.
2. Client shall act honestly and ethically at all times. Stealing proprietary information, possessing unauthorized trade secrets or soliciting disclosure of such information from past or present employees of Midway Group or other companies is strictly forbidden. Clients shall not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair practice.

3. The Company is obligated to render services to the Client in accordance to the terms specified by the Client and agreed upon by both parties.
4. Corporate entertainment and gifts are for the purpose of furthering goodwill and sound working relationships, not to gain an unfair advantage with customers. No gift or entertainment of any value should ever be offered or accepted by a Client or any family member of the Client unless it (1) is legal under all applicable laws or regulations; and (2) has been approved by the CEO of the Company. Notwithstanding the foregoing, the offer or acceptance of cash gifts by any Client is prohibited. Clients should seek guidance from their supervisors or other appropriate personnel regarding any gifts or proposed gifts which they think may be inappropriate.
5. No Client may: (a) take for himself or herself personally or for an entity in which he or she has any interest, opportunities that are discovered through the use of Company property, information, position or employment without the consent of the CEO of the Company; (b) use Company property, information or position for personal gain or for the benefit of an entity in which he or she has any interest. Covered Persons owe a duty to the Company to advance the Company's legitimate business interests when the opportunity presents itself.
6. Clients must not disclose any Company confidential or proprietary information or trade secrets to persons or entities outside of the Company, except as specifically authorized by management pursuant to written authorization from the CEO or required by laws and regulations.

Confidential and proprietary information includes but is not limited to: all non-public business, financial, personnel or technological information, plans, data, pricing and sales information, food and beverage processes, recipes and the like, intellectual property, trade secrets, patents and trademarks, copyrights, business, marketing and service plans, engineering ideas, designs, databases, records, salary information and any unpublished financial data and reports and other information, processes or systems related to any portion of the Company's business that might be of use to competitors or harmful to the Company, its suppliers or business Partners if shared with others. The obligation to preserve confidential information continues even after service is provided.

7. The Company's assets should be handled with care and efficiently used by all Clients. The Client shall immediately report any incident of fraud or theft. In addition, Company assets should not be used for non-Company business, though incidental personal use may be permitted in written form by Company CEO. In addition to discipline up to and including discharge, violations of this policy could result in criminal and/or civil legal penalties.
8. The Client is responsible for any harm or damage caused directly or indirectly to the Company's employees, property and assets.
9. A "conflict of interest" exists when the private interests of a Client interfere – or even appear to interfere – in any way with the Company's interests. For example, conflict of interest situations can arise when the Client takes actions or has interests that may make it difficult for Company to perform

services objectively and effectively. Conflicts of interest may also arise when a Client or a Partner receives improper personal benefits as a result of his or her cooperation with the Company. Conflicts of interest may not always be easy to spot, so if there is ever a question as to whether a given situation presents a conflict of interest, you should consult with your supervisor or manager. Any manager or senior officer of the Company shall alert the Company CEO to any material transaction or relationship that may reasonably lead to the emergence of a conflict of interest.

10. Clients may also report questionable conduct and complaints by calling the 24/7 concierge service at +7 (495) 175-9295 or by email to the Company's corporate address info@midway.group. No retaliatory action of any kind will be permitted against anyone making such a report in good faith, and the Company's senior management will strictly enforce this prohibition.
11. All information of professional, business, commercial nature related to the Client and the business activities in general is considered to be Confidential Information for both parties.

V. Non-Disclosure Policy

The Company and the Client in the course of cooperation and/or interaction may acquire valuable confidential and proprietary information of the other party or its affiliates. In consideration of the foregoing, it is hereby agreed that:

1. Each party agrees not to use the Confidential Information for any purpose whatsoever except for the purposes set forth by Service Agreements executed by the Company. Each party agrees not to disclose the Confidential Information to any third person and only disclose the confidential information to its employees and those of its affiliates who have a need to know and who agree to keep such information confidential. Each party agrees that it shall protect the confidentiality of, and take reasonable steps to prevent disclosure or unauthorized use of, the Confidential Information in order to prevent it from falling into the public domain or the possession of persons not legally bound to maintain its confidentiality, provided that in no event shall such party's obligations exceed the reasonable standard of care taken to protect its own confidential information of like importance. Each party will promptly advise the other party in writing of any misappropriation or misuse by any person of such Confidential Information and provide assistance to the injured party in any legal proceedings related thereto. Each party acknowledges that its obligations hereunder survive in accordance with the terms hereof, notwithstanding the termination of the business relationship of the parties, for a period of two (2) years following the last disclosure of Confidential Information by the other party.
2. No copies of any Confidential Information may be made except to implement the purposes of Service Agreements executed by the Company. Any materials, documents, notes, memoranda, software code, drawings,

sketches and other tangible items containing, consisting of or relating to the Confidential Information of a party which are furnished hereunder to the other party, or are in the possession of the other party, remain the property of the party which disclosed the Confidential Information and shall be promptly returned to such party upon the disclosing party's request therefore. Nothing contained in this Non-Disclosure Policy shall be construed as granting any rights, by license or otherwise, to any Confidential Information.

3. Each party's obligations shall not apply to information which: (a) is publicly available at the time of disclosure; (b) becomes publicly available after disclosure by the disclosing party to the receiving party through no act of either party; (c) is disclosed with the prior written consent of the disclosing party; or (e) is required to be disclosed pursuant to any judicial or administrative proceeding, provided that the receiving party promptly notifies the disclosing party of such action and gives the disclosing party the opportunity to seek any legal remedies to maintain such information in confidence.
4. Nothing in this Non-Disclosure Policy shall obligate either party to disclose any information to any third party. Each party acknowledges that if the other party is required to bring an action to enforce the provisions of this Non-Disclosure Policy, the damages will be irreparable and difficult to measure and that the other party shall be entitled to equitable relief including a preliminary injunction in addition to any other relief available.

The obligations and benefits of this Non-Disclosure Policy shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and representatives.

