

## INGENICO GENERAL TERMS AND CONDITIONS OF LEASE

**1 – SCOPE.** These general terms and conditions of lease (“GTCs”) shall apply to any Application Form for Rental of the EDCT (“Order”) placed by a customer (the “Customer”) with a leasing Ingenico entity (“Ingenico”) for the rental of Electronics Data Capture Terminals (herein the “Equipment”), accessories and as applicable related services (“Services”) for their use by the Customer or its end-customer (the “User”). Customer and Ingenico are herein referred to as the “Parties” and each a “Party”. Each Order shall form with these GTCs, an entire agreement between the Parties (the “Agreement”), in the absence of any written agreement or contract being entered into between the Parties for the purposes of rental of Equipment and Services for the Customer or its end-customer. The Customer’s standard terms of purchase or in any other documents or terms, regardless of the timing and the medium, are not applicable. The terms of the written agreement or contract entered into between the Parties shall prevail, in the event of conflict with the terms of these GTCs.

**2 – ORDERS.** Orders must be made in writing and once issued cannot be (i) cancelled, unless otherwise expressly mutually agreed in writing or (ii) modified by the Customer, without Ingenico’s prior written consent. An Order is not accepted by Ingenico until Ingenico has approved it in writing, or if such Order has been fulfilled. Ingenico reserves the right not to accept an Order, in particular if there is a dispute with the Customer concerning the payment for a previous Order. Ingenico reserves the right to make to the Equipment ordered any improvements or modifications that it deems necessary between the Order date and the Delivery date. The Order will automatically renew unless terminated by either Party in writing, and the Renewal Term will start the day after the Term expires.

**3 – TIME FRAMES.** Unless otherwise expressly indicated in writing by Ingenico, performance time frames are indicative. Delivery or intervention delays cannot justify the Order’s cancellation (unless Ingenico has not performed its obligations within thirty (30) calendar days from the written notice sent by the Customer), nor can it give rise to the payment of penalties and/or liquidated damages. Even in the case of written acceptance of commitments on time frames, Ingenico, regardless of the circumstances, shall be automatically released from such commitments in the following cases: unforeseeable technical problems, failure to perform by Ingenico’s suppliers, failure to perform by the carrier, force majeure event, inaccurate or lack of information provided by the Customer, time frame deferred at the request of the Customer; and/or delays associated with customs formalities.

**4 – PACKAGING AND TRANSPORT.** Packages are prepared by Ingenico, unless otherwise indicated in writing by it. Any specific or additional packaging requested by the Customer shall be invoiced to the latter at the price in force on the Order date. Packages will not be taken back by Ingenico. Regardless of the circumstances, it is the Customer’s responsibility to (i) check and to ensure the good condition of the packaging and the content of the packages at the time of Delivery and, (ii) if applicable, to express to the carrier any reasoned reservations it has, concerning visible damages and/or missing items, within the time limits and in the manner stipulated by applicable law. The Customer further covenants to send a copy of these reservations to Ingenico in writing, otherwise, complaints in this respect will not be accepted.

**5 – STORAGE - DELIVERY – RISKS.** Ingenico shall deliver to the Customer at the Installation Address in the Order (the “Delivery”). All risks are transferred to the Customer as of Delivery. Ingenico may, at its option, deliver ordered items in one or more than one batch. Any storage of the Equipment, after Delivery, on Ingenico’s premises or on the premises of a third-party designated by Ingenico, shall entitle Ingenico to invoice the Customer for the corresponding expenses. If storage exceeds three (3) months, Ingenico shall be entitled to either dispatch the Equipment to the Customer at the latter’s expense, or to enforce its rights for the Customer’s breach of its obligations. In the absence of written reasoned reservations expressed by the Customer within eight (8) calendar days following the Delivery of Equipment and/or the service, the Equipment and/or the service shall be considered as conforming to the Order.

**6 – INSTALLATION, USE, MAINTENANCE, DAMAGE.** The installation of Equipment is performed by Ingenico, unless otherwise stipulated in writing by Ingenico. The Customer shall, under its responsibility and at its expenses enter into any subscription contracts needed to use the Equipment. The Customer covenants to use and to ensure that the User uses the Equipment in accordance (i) with Ingenico’s instructions, and (ii) with domestic standards and regulations in force and shall take all measures to ensure the protection and back-up of the data stored on the Equipment. Ingenico shall maintain the Equipment in good working order and will be responsible for all necessary repairs resulting from fair wear and tear.

**7 – DAMAGE, LOSS OF TERMINAL COS OF CUSTOMER.** The Customer shall pay Ingenico compensation charges for any damage to the Equipment due to negligence on the part of the Customer such as accidental spilling of liquid onto the Equipment, fire, impact, vandalism, malicious acts, inappropriate electrical voltage, breakdowns or malfunctions due to failure to follow usage instructions, modifications of the Equipment, lack of care, unfit storage or environmental conditions, unauthorized repair or maintenance, use of incompatible accessories, . Ingenico can repair or replace spare parts, at the Customer’s costs. In the event that the repair costs for the spare parts is more than 40% of the cost

of the Equipment, the Equipment shall be deemed “beyond repair” and the repair costs shall be the cost of the Terminal. A fee of S\$60 per Equipment is payable to Ingenico by the Customer for any programming or re-installation of the Equipment. In the event of loss of terminal, the Customer shall pay Ingenico the cost of the terminal stated on in the Application Form.

**8 – RETENTION OF TITLE.** Notwithstanding anything to the contrary herein, INGENICO RETAINS OWNERSHIP OF THE EQUIPMENT AND ACCESSORIES DELIVERED, and the Equipment and accessories must be returned by the Customer in good condition at the end of the Term or Renewal Term. The Equipment including the markings thereon and its associated software must not be altered, adjusted, modified or otherwise interfered or tampered with unless approved by Ingenico in writing.

**9 – RENTAL FEE, DEPOSIT, RENEWAL FEE.** Unless otherwise indicated in writing by Ingenico, the Rental Fee shall be as stated in the Order, and do not include packaging or any transport, insurance or installation expenses besides the first installation. The prices do not include tax. The applicable taxes are those in force at the time of the invoicing and must be paid by the Customer. All expenses, fees and taxes due for the use of Equipment (in particular, subscription and consumption costs) shall be borne exclusively by the Customer. Upon expiry and subsequent renewal of the Term, Ingenico shall notify the Customer of any new terms and the amount of Rental Fee payable for the Renewal Term. Ingenico reserves the right to increase Rental Fees for the Renewal Term. The Customer shall pay Ingenico the Renewal Fees prior to expiration of the Term and the start of the Renewal Term.

**10 – PAYMENT.** Prior to installation, the Customer shall make full payment to Ingenico of the non-refundable Rental Fee and the Deposit in Singapore Dollars. For renewals, the Customer shall pay to Ingenico the non-refundable Rental Fee for the Renewal Term prior to the expiration of the current Rental Term and the start of the Renewal Term which shall run consecutively, without withholding, deduction or set off. Ingenico reserves the right, at any time, to demand an advance or a cash payment prior to accepting or fulfilling an Order, in particular, if Customer failed to pay a former Rental Fee or installation or retrieval charges. If the Customer has not paid the Renewal Rental Fee prior to the start of the Renewal Term, the amounts due shall be increased by late payment interest at the rate of twelve percent (12%) per annum from the date after the due date specified on the invoices and until the effective payment. In addition, Ingenico shall have the right to terminate the Order in the conditions stipulated in Section 14 below and to retrieve the terminal at the Customer’s costs.

**11 – CONFIDENTIALITY.** Any Ingenico information received or obtained by Customer under the Agreement, which by its nature is to be considered confidential information, shall not be disclosed to third parties or reproduced by Customer without Ingenico’s prior written consent. This confidentiality obligation shall survive the termination of the Agreement. Ingenico shall be entitled to refer to the existence of its contractual relationship with the Customer within the scope of its activities.

**12 – DEFECTIVE EQUIPMENT.** Any breakdown resulting from the defectiveness of an Equipment during the Term shall be replaced or repaired free of charge, based on Ingenico’s preference (to the exclusion of the repairation of any other loss). Ingenico does not accept returns without prior authorization. During repair or replacement, Ingenico may use new or reconditioned equipment or parts. The replaced elements will become the property of Ingenico. The Customer shall be obliged, at its expense and prior to the intervention, to prepare for the intervention and to make a backup of the data contained in the Equipment, which may be deleted during the intervention. Accordingly, Ingenico shall not be responsible for the loss and/or damages caused to these data and shall not reinstall these on the Equipment. Ingenico shall not accept any returns that it has not authorized beforehand.

**13 – RIGHT TO REPLACE TERMINAL SECURITY.** Ingenico reserves the right to replace the Equipment with a different model of equivalent or superior functionalities at any time, at the Customer’s costs. If the model is superior, the Customer is responsible for the increase in Rental Fee which shall be advised by Ingenico. In the event that Ingenico is unable to replace with a similar model, Ingenico is not liable for any direct or indirect losses. For the exclusive purpose of security in the context of a public key infrastructure, the Equipment is configured during its manufacture with keys and certificates essential to its operation, which must be renewed every ten (10) years. This renewal can be carried out during a return of the Equipment to a repair center for maintenance, or by remote updating when this service is available and subscribed by the Customer and is chargeable to the Customer. The attention of the Customer is drawn to the fact that in the absence of renewal of the key and the certificates according to these methods, the Equipment will no longer be fully functional and will require a maintenance operation for this renewal.

**14 – TERMINATION OF THE AGREEMENT.** Ingenico may as of right, forthwith rescind the Agreement fifteen (15) calendar days after written notice gone unheeded in case of breach by Customer of any of its obligations thereunder, without owing any compensation to the Customer, in particular, if it fails to make payment of the Rental Fees before installation, or the Renewal Rental Fees prior to the start of the Renewal Term. The Customer shall in such case return, at its expense, the Equipment and accessories delivered, in good condition in terms of maintenance and operation, to any place indicated by Ingenico, or pay

Ingenico, upon request by the latter, damages valued at the price of the Equipment, if the Equipment cannot be returned. This Section 14 does not preclude Ingenico’s right to claim additional damages for the loss sustained.

**15 – RETURN OF DEPOSIT.** The Deposit is only refundable subject to the following conditions: (i) The Equipment and all accessories are returned to Ingenico within one (1) month of the end of the Term in good working condition, minus normal wear and tear; (ii) All outstanding Rental Fees, Installation Charges, Retrieval Charges, Paper Costs, Delivery Charges as set out in the Order, and all repair costs, replacement costs and all other fees and costs due have been fully paid and settled by the Customer, failing which Ingenico can offset any outstanding sums from the Deposit; and (iii) In the event of a Renewal Term, the Renewal Fees are paid prior to the expiration of the Term and prior to the start of the Renewal Term which shall run consecutively. The Customer shall bear the costs of retrieving the Equipment at the end of the Term, or at earlier termination of the Agreement.

**16 – INTELLECTUAL PROPERTY.** All intellectual property rights in the Equipment, the accessories and the services rendered (including without limitation, studies, plans and software programs) are and shall remain the absolute property of Ingenico (or, if applicable, of the third-party holding these rights). Ingenico only grants the Customer the right to access and use the software programs embedded in the Equipment or otherwise provided by Ingenico, and to use them for its own needs. This license is granted on a non-exclusive basis, for a period of time equal to the duration of the use of the corresponding Equipment. The usage right includes the right to store, load, execute and display the software programs, as necessary to use them according to the documentation. The Customer may make a single copy of said software programs on any suitable medium exclusively for backup purposes. The Customer agrees not to copy, disassemble, translate, adapt, modify, reverse engineer and/or decompile all or part of said software programs. The Customer is authorized to grant Users a sublicense entitling the User to access said software programs and to use them, for their own needs. Such sublicense terms shall be consistent with those of this Section 16. The Customer must not alter or remove the Equipment’s signs of identification. The Customer must not register in its name or cause to be registered the “Ingenico” trademark or any other trademark or distinctive sign belonging to Ingenico or that could potentially be confused with those of Ingenico, as trademark, company name or trade name.

**17 – LIABILITY.** Ingenico’s total and accumulated liability under the Agreement, regardless of the cause and the number of claims, shall be limited to the amount paid by the Customer to Ingenico thereunder. Under no circumstances may Ingenico be liable for any special, consequential or indirect losses or punitive damages. The Parties have expressly agreed on the following non-exhaustive list of losses for which Ingenico is not liable: loss of turnover, loss of profits, loss of contracts or orders, loss of image, loss of data, loss of earnings, as well as any commercial or financial loss.

**18 – FORCE MAJEURE.** In case of the occurrence of a force majeure event (i.e.: any governmental decision, strike, riot, war, terrorism, import or export prohibition, flood, fire, component market shortage, epidemic, pandemic), the affected Party must promptly inform the other Party in writing. The affected Party’s obligations shall be suspended for the duration of the force majeure event, without compensation for the other. If the force majeure event continues for more than three (3) months, the Agreement may be terminated by either Party.

**19 – ANTI-BRIBERY.** The Customer shall not take any action or refrain from taking any action under the Agreement that may breach any applicable anti-bribery or anti-corruption laws or regulations, including but not limited to the French law “Sapin II”, the UK Bribery Act 2010, the US Foreign Corrupt Practices Act and the Singapore Prevention of Corruption Act. The Customer and its affiliates, directors, officers, employees, agents, service providers, contractors and any person acting on its behalf, shall not directly or indirectly give, offer to give, or authorise the giving of, or solicit, accept or agree to accept from any person anything of value, to or from any person, in order to improperly influence actions or decisions of such person including for the purpose of obtaining any illegal or improper advantage or to achieve any other unlawful purpose in connection with the Agreement. If the Customer becomes aware of any violation of this Section, it will immediately notify Ingenico. Any breach of this Section shall be deemed a material breach for which the Customer shall indemnify and hold Ingenico harmless, and Ingenico shall have the right to immediately terminate the Agreement at no cost and without prejudice to any other right or remedy Ingenico may have at law or under such Agreement.

**20 – GOVERNING LAW.** The Agreement is governed by and construed according to the laws of Singapore, excluding its conflicts of laws rules. The provisions of the Vienna Convention on the International Sale of Goods are excluded.

**21 – COMPETENT COURTS. EXCLUSIVE JURISDICTION IS GRANTED TO THE COURTS OF SINGAPORE TO RESOLVE ANY DISPUTE UNDER THE AGREEMENT, SHOULD THE PARTIES FAIL TO REACH AN AMICABLE SETTLEMENT TO SAID DISPUTE WITHIN TEN (10) DAYS.**