

INGENICO GENERAL TERMS AND CONDITIONS OF SALE

1 – SCOPE. These general terms and conditions of sale (“GTCS”) shall apply to any purchase order (“Order”) placed by a customer (the “Customer”) with a selling Ingenico entity (“Ingenico”) for the supply of payment terminals (herein the “Equipment”) and as applicable related 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 agreement between the Parties (the “Agreement”), where no other agreement or contract has been entered into between the Parties for the purposes of the supply of Equipment to the Customer. The GTCS and the Order, or the GTCS, the Order and such agreement or contract entered into between the Parties shall constitute the entire agreement between the Parties. The Customer’s standard terms of purchase or in any other documents or terms, regardless of the timing and the medium, are not applicable, unless otherwise expressly agreed in writing by the Parties. In the event of conflict between the terms of these GTCS and the agreement or contract entered into between the Parties, the terms of the agreement or contract entered into between the Parties shall prevail.

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 the latter 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.

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 Customer 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, by registered mail with return receipt; otherwise, complaints in this respect will not be accepted.

5 – STORAGE - DELIVERY – RISKS. Unless otherwise stipulated in writing by Ingenico, Ingenico shall deliver the Equipment Ex-Works (ICC 2020 Incoterms) at the place designated by Ingenico (the “Delivery”). All risks are transferred to the Customer as of Delivery. The Customer agrees to take out the insurance needed to cover the risks from Delivery until the transfer of ownership (Section 7). 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, without prejudice to the Customer’s rights under the warranty.

6 – INSTALLATION - USE. The installation of Equipment is not performed by Ingenico, unless otherwise stipulated in writing by Ingenico. Ingenico shall not be responsible for the performance of any required administrative formalities. 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.

7 – RETENTION OF TITLE. Notwithstanding anything to the contrary herein, INGENICO RETAINS OWNERSHIP OF THE EQUIPMENT DELIVERED UNTIL ITS PRICE HAS BEEN PAID BY CUSTOMER, and shall be entitled to bring any action for recovery of property until the entire price has been paid, including in the event of bankruptcy proceedings affecting the Customer or any other equivalent proceedings.

8 – PRICES. Unless otherwise indicated in writing by Ingenico, the prices indicated are for Delivery according to the Incoterm above. Ingenico may revise its prices or its rates in force, at any time and without notice. Unless otherwise indicated in writing by Ingenico, the prices appearing in its offers or estimates are valid for thirty (30) days from their issue date and do not include packaging or any transport, insurance or installation expenses. 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.

9 – PAYMENT. Unless otherwise indicated in writing by Ingenico, invoices are issued as of shipment date, and are payable to Ingenico without withholding, deduction or set off, thirty (30) calendar days from the invoice date, in the currency stated on the invoice, by bank transfer. Payment can only be deemed to have been made at the time of Ingenico’s effective collection of the price. Ingenico reserves the right, at any time, to demand

an advance or a cash payment prior to accepting or fulfilling an Order, in particular, (i) if Customer failed to pay a former invoice on due date, (ii) if the result of the financial investigation on the Customer is unfavorable, or (iii) if a factoring company refuses to process invoices issued by Ingenico to the Customer. If the invoice has not been paid by the due date, the amounts due shall be increased by late payment interest at the rate of twelve per cent (12%) per annum from the date after the due date specified on the invoices and until the effective payment date. In addition, Ingenico shall have the right to suspend its deliveries and the performance of its services and/or to cancel the sale or terminate the Order in the conditions stipulated in Section 13 below.

10 – 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.

11 – CONTRACTUAL WARRANTY. The warranties in this Section 11 are given in lieu of and to the extent permissible by law to the exclusion of all warranties expressed or implied by law.

11.1. a) Unless otherwise stipulated in writing by Ingenico (*) new Equipment (excluding consumables and accessories) is covered by a warranty by Ingenico, for parts and labor (excluding travel) against any breakdown resulting from a manufacturing defect for a period of twelve (12) months from the date of Delivery to the Customer; and (*) new accessories are covered by an Ingenico warranty against any breakdown resulting from a manufacturing defect in the same conditions as the Equipment, for a period of one (1) month from Delivery of the accessory to the Customer. b) Equipment having been the subject of a standard repair or exchange during the aforementioned warranty period is covered by a warranty (parts and labor) by Ingenico, up to the later of these two dates: expiry of the warranty period referred to in Section 11.1 a) above, or three (3) months from Ingenico’s intervention.

11.2. Any breakdown resulting from the defectiveness of an Equipment under contractual warranty shall be replaced or repaired free of charge, based on Ingenico’s preference (to the exclusion of the reparation of any other loss). The work necessary to the application of the warranty shall take place on Ingenico’s premises, it being specified that the costs of shipping and insurance of the Equipment (to destination) shall be borne and paid by the Customer, and the costs of shipping and insurance of the Equipment (return from Ingenico) shall be borne and paid by Ingenico. 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 period of repair and immobilisation of the Equipment during the warranty period may not have the effect of extending the warranty period referred to in Section 11.1 above, unless mandatory legal provisions to the contrary. 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.

11.3. The warranty applies in normal conditions of use. The following are excluded from the warranty: (i) Breakdowns or malfunctions due to a failure to follow installation and usage instructions, a cause unrelated to the Equipment (including, impact, lightning, fire, vandalism, malicious acts, or damages of any type, contact with miscellaneous liquids or any harmful agent, or inappropriate electrical voltage), modifications of the Equipment made without Ingenico’s written consent, failure to perform standard maintenance, such as described in the documentation delivered with the equipment, or a lack of care, or storage or environmental conditions that are unfit for the equipment (in particular, those associated with temperature and humidity conditions, the effects of variations of electrical voltage, and parasites from the electricity network or the ground) or else, a repair, an intervention (opening or attempted opening of the equipment) or maintenance performed by persons not authorized by Ingenico; (ii) Damages resulting from insufficient packaging and/or improper packaging of the equipment re-dispatched to Ingenico; (iii) Normal wear and tear of the Equipment, as well as wear and tear of the accessories; (iv) Communications problems associated with an unfavorable environment, in particular: problems associated with access and/or connection to the Internet, such as interruptions of access networks, or failure of the subscriber’s line or that of its correspondent, a transmission failure (bad geographic coverage by radio transmitters, interference, jamming, breakdown or bad quality of telephone lines), a problem specific to the local network (cabling, file server, user workstations), and/or a problem involving the transmission network (jamming, malfunction or bad quality of the network), a change to the cellular network’s parameters, occurring after the sale of the Equipment; (v) The supply of new software versions; (vi) Work on a piece of Equipment modified or added without Ingenico’s consent; (vii) Problems following the use of products or accessories that are not compatible with the Equipment; (viii) Equipment returned to Ingenico without Ingenico’s prior consent; (ix) The opening or closing of a SIM operator’s key and the work following the non-functioning of the piece of Equipment resulting from the opening or closing of the SIM operator’s key, carried out without the consent of the original operator; (x) Defects resulting from equipment provided or chosen by the Customer or the User or from a design imposed by them.

11.4. The conditions of performance of the repair services for the Equipment under warranty, out of warranty or under warranty exclusion are described in Ingenico special terms for repair made available separately to the Customer.

12 – LIFE CYCLE SECURITY. Ingenico reserves the right to discontinue the sale of Equipment at any time. For a period of five (5) years from the date of any Order for Equipment, provided such Order was issued by the Customer before the discontinuance date of such Equipment, Ingenico agrees to supply, on terms to be agreed between the Parties, in the relevant territory, to the Customer, a repair service or replacement Equipment having functionalities that are equivalent or superior to those of the Equipment delivered pursuant to the Order. 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. Except when this operation concerns Equipment under warranty, it 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.

13 – 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 price by the agreed due date. The Customer shall in such case return, at its expense, the Equipment delivered and unpaid, 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 clause does not preclude Ingenico’s right to claim additional damages for the loss sustained.

14 – INTELLECTUAL PROPERTY. All intellectual property rights in the Equipment 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 14. 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.

16 – 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.

17 – 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), 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.

18 – 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.

19 – 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.

20 – 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.