

ARTICLE 1 - APPLICATION AND ENFORCEABILITY

Any order placed with Ingenico UK (Limited) (**Ingenico**) for the supply of professional services, by the party issuing an order (**the Customer**) shall automatically give rise to the Customer's full and unconditional acceptance of these terms. The Customer declares that it has read and agrees to comply with these terms. Any conflicting provisions contained in the Customer's standard terms of purchase or in any other documents or terms referred to by the Customer - regardless of the timing or the medium - will be unenforceable against Ingenico, unless otherwise expressly agreed in writing by it.

If Ingenico does not rely on any one of these terms at any given time, this shall not be construed as a waiver to do so at a later date. In the event that one of these terms or part of any term is declared void, unenforceable or inapplicable, such term or part of such term shall not affect the validity of these terms in their entirety, except in the case of a term or part of any term that is decisive for one of the parties. In this case, the parties shall be obliged to negotiate in good faith with a view to replacing such term or part of such term with a valid alternative term reflecting the parties' initial intention. No party other than Ingenico and the Customer has any right pursuant to an order placed with Ingenico.

ARTICLE 2 - ORDERS

Ingenico's offers are valid for thirty (30) days from the date of their issuance, unless otherwise stipulated in writing by Ingenico. Orders must be made in writing and cannot be cancelled or modified by the Customer after the date on which they are sent to Ingenico, without the latter's prior written consent. Orders are not considered as accepted by Ingenico until Ingenico has approved them in writing, or if the order in question 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.

ARTICLE 3 - SERVICES

Ingenico will provide the services as detailed within its proposal, service description and/or statement of work (**SoW**). The SoW will provide details of any reports, analyses, scripts, templates, code or other work products, tangible or intangible, to be delivered by Ingenico (**Deliverables**). The SoW may identify specific milestones, for planning and invoicing purposes. The provision of any documents, data and/or materials in any form that is required to be provided by the Customer for Ingenico to provide the Services (**Customer Materials**) should be agreed between the parties in advance of an order being placed.

ARTICLE 4 - ACCEPTANCE

For fixed fee engagements, upon completion of each milestone, Ingenico will deliver to Customer a **Milestone Completion Certificate**. For time and materials engagements, Ingenico will deliver timesheets. Customer will return the Milestone Completion Certificate or timesheets, as applicable, to Ingenico within five business days of receipt (**Acceptance Period**), indicating Customer's acceptance of the services and/or Deliverables.

If Customer reasonably believes that Ingenico did not perform the services or provide the Deliverables in substantial conformance with the SoW, Customer will notify Ingenico, in writing, within the Acceptance Period. Customer's notice must specifically identify and explain each alleged non-conformance with the terms of the SoW. Ingenico will use reasonable endeavours to correct identified issues and then again present the Milestone Completion Certificate or timesheets for Customer's acceptance as described above. If Ingenico does not receive Customer's acceptance or rejection within the Acceptance Period, the services and/or Deliverables will be deemed accepted by Customer, and Customer will have waived any right of rejection.

ARTICLE 5 - TIME LIMITS

Unless otherwise expressly indicated in writing by Ingenico, any milestones or time limits must always be considered as purely indicative. Customer acknowledges that Ingenico's performance of the services and delivery of the Deliverables is contingent on Customer's timely delivery of the Customer Materials. Without prejudice to any other rights it has available, Ingenico reserves the right to amend time and fee estimates to reflect any impact due to late or incomplete delivery of the Customer Materials or any other act or omission of the Customer or third parties. Even in the case of written acceptance of firm time limits, Ingenico, regardless of the circumstances, shall be automatically released from any commitments concerning time limits in relation to any unforeseeable technical problems, failure to perform by Ingenico's suppliers or force majeure.

ARTICLE 6 - WARRANTY

Ingenico warrants that the services will be performed with reasonable skill and care and in accordance with generally accepted industry standards in the UK. Customer must notify Ingenico of any alleged breach of this warranty before the end of the Acceptance Period. Ingenico's entire liability and Customer's sole remedy for Ingenico's breach of this warranty will be for Ingenico to, at its option, (i) use reasonable endeavours to correct that breach, or (ii) terminate the order and refund that portion of any fees received that corresponds to that breach.

The above warranty is provided in lieu of any other warranties and, to the fullest extent permitted by law, Ingenico excludes any implied or statutory warranties in relation to the services and/or Deliverables including in relation to quality, fitness for purpose and non-infringement.

ARTICLE 7 - CUSTOMER OBLIGATIONS

The Customer shall co-operate with the Supplier in all matters relating to the services and shall make available the Customer Materials and any other resources required to enable the Supplier to provide the services.

The Customer shall provide or procure for Ingenico and/or Ingenico personnel as reasonably necessary, reasonable access to Customer premises, facilities, software, systems and data as well as reasonable access to and the cooperation of suitably qualified Customer personnel and those of its third party representatives (as applicable).

The services are provided at Customer's request and Customer is responsible for verifying that the services are suitable for its own needs.

ARTICLE 8 - PRICES AND PAYMENT

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. Ingenico will provide the services (i) for a fixed fee or (ii) on a time and materials basis, as described in the SoW, plus applicable travel expenses in accordance with Ingenico's travel and expense policy. The prices do not include tax. The applicable taxes are those in force at the time of performance and must be paid by the Customer.

Invoices are issued as of the date of the rendering of the services or milestone acceptance (as applicable). Unless otherwise indicated in writing by Ingenico, invoices are payable, without withholding, deduction or set off, thirty (30) days from the invoice date. Payment shall be made at Ingenico's order, in Pounds Sterling where the Customer is resident in the United Kingdom or in Euros where the Customer is resident outside the United Kingdom, by bank transfer. Payment can only be deemed to have been made at the time of Ingenico's effective collection of the price.

If the Customer defaults on any payment on the due date, all sums payable by the Customer to Ingenico shall become immediately payable on demand.

Ingenico reserves the right at any time to demand an advance or a cash payment prior to accepting an order, in particular, if Ingenico has noted a payment incident, if the result of

the financial investigation on the Customer is unfavourable, or if a factoring company refuses to process the Customer's invoices.

If the invoice has not been paid by the date indicated on said invoice, the amounts due shall be increased by interest at the rate of four percent above the Bank of England base rate, from the day following the payment date indicated on the invoice, until payment has actually been made as well as Ingenico's costs of recovery on an indemnity basis. The interest and costs of recovery shall be payable upon receipt of the demand sent by Ingenico. In addition, Ingenico shall automatically have the right to suspend its deliveries and the rendering of its services and/or to cancel the order in accordance with Article 11 of these terms.

Under no circumstances can the Customer rely on defects in the Deliverables to suspend its payment obligation.

ARTICLE 9 - CONFIDENTIALITY

The documents of any type submitted by Ingenico (including studies, plans and drawings) shall remain its property. These documents cannot be communicated to third parties or reproduced without Ingenico's express prior written consent. The Customer covenants, including after the end of the order, not to disclose the business secrets and confidential information that have been communicated to it by Ingenico or of which it became aware during its relationship with Ingenico. Ingenico shall have the right in the course of its business to refer to the existence of its relationship with the Customer.

ARTICLE 10 - CHANGE CONTROL

Either party may propose changes to the scope or execution of the services but no proposed changes shall come into effect until a **Change Request** has been signed by both parties. A Change Request shall be a document setting out the proposed changes and the effect that those changes will have on the services, including without limitation in relation to the charges, timescale and terms of the order.

If Ingenico wishes to make a change to the services it shall provide a draft Change Request to the Customer. If the Customer wishes to make a change to the services it shall notify Ingenico and provide as much detail as Ingenico reasonably requires of the proposed changes, including the timing of the proposed changes. Ingenico shall, as soon as reasonably practicable after receiving such information, provide a draft Change Request to the Customer.

If the parties agree to a Change Request, they shall sign it and that Change Request shall amend the Order and shall be governed by these terms.

Ingenico may charge for the time it spends on preparing and negotiating Change Requests which implement changes proposed by the Customer on a time and materials basis at Ingenico's daily rates.

ARTICLE 11 - TERMINATION

If the Customer breaches one of its obligations under an order, in particular, if it fails to make payment of the price by the agreed due date, and fifteen (15) days after notice sent by registered mail have elapsed, Ingenico shall be entitled to immediately terminate the order by notice and without compensation due to the Customer. Ingenico shall also have the right to immediately terminate the order by notice if the Customer enters into administration, receivership, liquidation or any analogous proceeding or other insolvency event or if the Customer ceases or threatens to cease to carry on its business. The Customer shall be obliged to return, at its expense, any Deliverables that are unpaid, in good condition in terms of maintenance and operation, to any place indicated by Ingenico. This clause does not preclude Ingenico's right to request additional damages as reparation for any loss sustained.

ARTICLE 12 - INTELLECTUAL PROPERTY

The Customer acknowledges that, unless otherwise stipulated by Ingenico, all of the intellectual and industrial property rights concerning the services rendered and Deliverables provided (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). In particular, any developments made by Ingenico on behalf of the Customer or pursuant to an order shall be owned exclusively by Ingenico and shall vest in Ingenico on creation. The Customer shall at any time on request execute any documents necessary to give effect to this term.

Unless otherwise agreed by the parties, Ingenico only grants the Customer the revocable right to execute the software programs developed by Ingenico, on a non-exclusive, non-transferable basis, during the term of the order and for the specific purpose provided. The Customer covenants not to copy, disassemble, translate, adapt, modify or decompile all or part of said software programs, except to the extent permitted by law.

ARTICLE 13 - LIABILITY

With the exception of mandatory laws, if Ingenico's liability in connection with or relating to any order is recognised by a judicial decision that has become final, Ingenico's total and accumulated liability, regardless of the cause, shall in each year be limited to fifty per cent (50%) of the amount paid by the Customer to Ingenico for the applicable order in such year. Under no circumstances shall 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 due to the fact that Ingenico does not participate in the economic gains made from the Customer from the services provided and that the Customer has the ability in every case to use alternative providers in the case of any loss of use: lost turnover, lost profits, lost contracts or lost orders, loss of image, lost data, lost earnings, as well as any commercial or financial loss. The Customer is responsible for complying, at its expense, with all laws and regulations in force, in the country of use concerning the Deliverables. Nothing in these terms will operate to exclude or restrict any liability which cannot be excluded or restricted by applicable law.

ARTICLE 14 - FORCE MAJEURE

In case of the occurrence of a force majeure event (being an event or occurrence outside the reasonable control of a party including without limitation: any governmental decision, strike, riot, war, import prohibition, flood or any fire), the party concerned must inform the other party, by written notice within fifteen (15) days following the occurrence of this event. The parties' obligations shall be suspended for the entire duration of the force majeure event, without compensation. If the force majeure event continues for more than three (3) months, the applicable order may be terminated, automatically and without compensation, by either party. Force majeure does not excuse non-payment.

ARTICLE 15 - GOVERNING LAW AND JURISDICTION

These terms, the order and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms or any order.