

INGENICO Solution Partner PROGRAM TERMS AND CONDITIONS

0. Definitions

"Affiliates" means, with respect to a Party, any entity directly or indirectly controlling, controlled by or under common control with such Party; "control" shall mean directly or indirectly owning or controlling fifty percent (50%) or more of any class of outstanding equity interests of an entity;

"Agreement" means these INGENICO Solution Partner Program Terms and Conditions together with the Partner Program Guide;

"Confidential information" means all confidential and proprietary information regarding the organization, business or finances or circumstances of disclosure of which make it reasonably apparent that it is confidential information of the disclosing Party and/or such Affiliates that is disclosed in connection with the SP Partner Program, including, without being limited to, all information concerning the systems, products, operations, processes, plans, intentions, markets, business dealings, data, templates, manuals, training materials and documents, formulae, ideas, inventions and know-how of INGENICO and its Affiliates;

"Distribution Framework" means the agreement between You and INGENICO setting the terms and conditions for the distribution of the Partner Solution ;

"Documentation" means any technical or other specifications or documentation that INGENICO may make available or provide to You including the Partner Program Guide;

"Estate Owner" means owner of a fleet of Terminals;

"INGENICO" means the Ingenico entity set forth in Appendix 1 in accordance with the Region and the country of the Solution Partner;

"Merchant" means a business which has a contractual relationship with You or the Estate Owner for the provision of Terminals and services;

"SP Program" means the subset of INGENICO PartnerIN Program, dedicated to Solution Partners, created and administered by INGENICO;

"Partner Central" means the INGENICO Partner Central Partner Relationship Management (PRM) portal (<https://partner.ingenico.com/>);

"Partner Level" means the SP Program tier where the Partner is set in accordance with the Region of the Solution Partner as detailed in the corresponding Partner Program Guide;

"Partner Program Guide" means the document accessible via link/icon set forth in Appendix 1 following the Partner Region. This document is subject to the terms of these INGENICO Solution Partner Program Terms and Conditions, and set specific conditions applicable to each individual Partner Level;

"Party" means each INGENICO named in Annex 1 and You;

"Region(s)" means all the regions in which INGENICO has Solution Partners (i.e. EMEA, SAR, North Cone, NAR and APAC);

"Terminals" means the hardware part of any INGENICO payment terminal, or other hardware device which provides magnetic stripe card swipe, EMV reader and/or contactless technology, for acquiring card data, provided by INGENICO and the core embedded software program ensuring interaction

with the components of the hardware and providing the framework and the services to the applications running on it;

"You" or **"Solution Partner"** means the legal person or entity that by its representative or agent applies for the "SP Program" membership under this Agreement; and "Your" is to be interpreted accordingly.

1. SP Program Enrollment

1.1 You must be enrolled in the INGENICO PartnerIN Program to be eligible to participate in the SP Program. INGENICO will consider Your SP Program membership application if Your profile complies in INGENICO's reasonable opinion with the objectives of the SP Program and matching the various criteria set forth in the Partner Program Guide.

The SP Program is open to companies willing to develop Partner Solution designed to run on, to add and/or enrich functionalities and/or services to INGENICO Terminals and/or offer.

1.2 Enrollment in the SP Program requires the following steps:

- You must have executed a Distribution Framework with INGENICO;
- You must fill-in the SP Program enrollment form on the Partner Central (the **"Enrollment Form"**) and accept these terms and conditions online.
- INGENICO will check Your compliance with the SP Program Eligibility Criteria as defined in the Partner Program Guide; and
- Upon INGENICO's determination that You may participate as a member of the SP Program, INGENICO will grant You access to the SP Program and inform You of the Partner Level that You were included into; such notification provides the effective date of the enrollment in the SP Program (the **"Effective Date"**).

1.3 You represent and warrant to INGENICO that the information and data that You provide to INGENICO through the Enrollment Form is accurate and complete. INGENICO reserves the right to check accuracy of such information and data. Acceptance by INGENICO of a Solution Partner to the SP Program does not imply that INGENICO acknowledges that such information and data are accurate and complete.

1.4 Your appointment as a member of the SP Program is personal to You and is non-transferable and non-assignable by You.

2. SP Program Requirements

The SP Program requirements may vary in accordance with the Partner Level as outlined in the corresponding Partner Program Guide.

In accordance with Your Partner Level, You shall, at all times, comply with the following requirements:

- (1) must have executed and keep a valid Distribution Framework;
- (2) plan and implement Your organization training and certification in accordance with the requirements set for Your Partner Level;
- (3) ensure that the Partner Solution does not contain or display any offensive, illegal, or obscene content, or any other content that are, in INGENICO's reasonable

opinion, detrimental to INGENICO, or INGENICO products or services, and/or to INGENICO image, and/or Merchants' image and/or Estate Owner image;

(4) comply with applicable laws and regulations of the countries where the Partner Solution(s) will be published; if the offer for sale or sale of the Partner Solution by You requires a license, certification, or other authorization from a third party, organization or governmental authority, You shall obtain such license, certification, or authorization prior to selling or offering the Partner Solution; INGENICO may, at any time, request You to provide evidence of such certifications, licenses or authorizations;

(5) ensure that collection, transmission, maintenance, processing, storage and use of Merchants' customers' or employees' personal data performed by the Partner Solution are in compliance with all applicable data privacy laws and regulations in each country where the Partner Solution is published; and

(6) You shall, throughout the Term and any Extended Term (if applicable) of this Agreement, maintain the Partner Solution so that it remains competitive, and at least equivalent in terms of functionalities and performance, with other versions of the Partner Solution developed by You for other system environments if any.

Continuing participation in the SP Program and enjoyment of its benefits are conditional on verification by Ingenico of Your continuing compliance with the terms and conditions of the Agreement and the SP Program.

3. SP Program benefits

Acceptance of Your membership in accordance with Section 1 above, grants You, for the Term and the Extended Term (if applicable), as defined below, the status of SP Program member. Each SP Program member in accordance with its Partner Level may receive various benefits as set forth in the Partner Program Guide.

4. Fees, invoicing and payment, taxes

4.1 The rights granted to You under this Agreement are subject to the duly payment of any (i) SP Program membership fee set forth in the Partner Central, if any; and (ii) other fee defined in the Partner Program Guide. If no membership fee and/or other fee is specified in the SP Program partner website and/or in the Partner Program Guide, membership and services are free until further update is made by INGENICO. INGENICO reserves the right to modify at any moment membership fee and any other fee upon 30 days prior notice of its effectiveness, except that any change to membership fee is applicable on the first day of the next Extended Term.

4.2 Any invoices related to the SP Program are payable, without withholding deduction or set off, thirty (30) days from the invoice date. Payment shall be made in Euros, by bank transfer. If any invoice has not been paid by the date indicated on said invoice, the amounts due shall be increased by late payment interests of an amount equal to the ECB rate plus seven (7) points, from the day following the payment date indicated on the invoice, until payment has actually been made.

4.3 Prices do not include, and You shall, as applicable, pay and/or reimburse INGENICO for, any and all VAT, sales taxes, withholding taxes or similar charges assessed against or payable by INGENICO or You, in connection with the services rendered and/or license granted

hereunder. The applicable taxes are those in force at the time of the invoicing.

5. Term and Termination.

5.1 Your membership under this Agreement is for the period starting from the Effective Date until December 31st of the then current calendar year (the "Term"). Unless terminated by written notice sent three (3) months before the end of the then current Term or Extended Term, this Agreement will be automatically renewed for successive one-year terms (each an "Extended Term").

5.2 Either Party hereto shall have the right to terminate this Agreement immediately, without any proceedings or formalities other than a written notice to the other, in the event that the other Party fails to perform any of its material obligations under this Agreement and such failure continues for a period of thirty (30) days following the receipt by the defaulting Party of written notice of the other Party's intent to terminate.

5.3 In case of termination or expiration of this Agreement for whatever reason, the following shall apply:

- Your access to the Partner Central shall cease; and
- You shall (i) cease acting as Solution Partner, (ii) refrain from using any logo, sign or description to identify You as a Solution Partner, (iii) cease using INGENICO trademarks, trade names and logos, and (iv) return to INGENICO any INGENICO materials provided to You under this Agreement.

6. Representations and warranties - Indemnification

6.1 You represent and warrant to INGENICO that:

- (i) You have the lawful right to enter into this Agreement and that at the best of Your knowledge none of Your activities violate or infringe upon any proprietary right of any third party or of INGENICO;
- (ii) For the Term and Extended Term (as the case may be) of this Agreement Your activities, current or future, will not affect or undermine in any way INGENICO's activities and brand;
- (iii) You will not use Your position as SP Program member in any way and for any other purpose than the one described herewith;
- (iv) You will be solely responsible for all costs, expenses, losses and liabilities incurred, and activities undertaken by You as a result of Your reseller and distribution efforts.

6.2 You shall indemnify and defend INGENICO and its Affiliates (each an "INGENICO Indemnified Party") against, and hold the INGENICO Indemnified Party harmless from, any and all third-party claims, actions, proceedings, liabilities, losses, damages, costs or expenses (including reasonable attorneys' fees) incurred by the INGENICO Indemnified Party resulting from, or arising out of or in connection with any breach by You of any covenant, representation or warranty made or provided by You under this Agreement. In no event may You enter into any settlement agreement with a third party that adversely affects INGENICO's rights or binds INGENICO in any way, without the prior written consent of INGENICO.

7. WARRANTY DISCLAIMER

YOU ACCEPT THAT ANY AND ALL BENEFITS ATTACHED TO YOUR PARTNER LEVEL OR PROVIDED TO YOU IN CONNECTION WITH YOUR PARTICIPATION IN THE SP PROGRAM ARE PROVIDED BY INGENICO "AS IS". INGENICO DISCLAIMS ALL WARRANTIES, WHETHER

STATUTORY, EXPRESS, IMPLIED, ORAL OR WRITTEN, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

8. Limitation of Liability

INGENICO shall not be liable for any costs, expenses, damages, losses (including without limitation loss of profits, lost business opportunities or lost profits) or other liabilities You may incur resulting from or relating to this Agreement, including without limitation the use of any services or Your participation in the SP Program. INGENICO will not be liable for compensation, indemnity, expenses, losses or damages of any sort as a result of the termination of this Agreement in accordance with the terms above. You acknowledge and agree that INGENICO does not hereby expressly or implicitly make, and has not before the entry into force of the Agreement made, any promises to You with regards to the results of your participation in the SP Program.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER INGENICO NOR ANY OF ITS AFFILIATES, DIRECTORS, EMPLOYEES OR LICENSORS WILL BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, LOSS OF PROFITS, INCOME, BUSINESS, ANTICIPATED SAVINGS, REPUTATION AS WELL AS FINANCING COSTS OR INCREASE IN OPERATING COSTS OR OTHER ECONOMIC LOSS ARISING OUT OF THIS AGREEMENT OR ANY TERMINATION THEREOF. IN THE EVENT THE ABOVE LIMITATION OF LIABILITY WOULD NOT BE ENFORCEABLE, INGENICO'S LIABILITY UNDER THIS AGREEMENT MAY NOT EXCEED 10.000 EUROS.

9. Non-exclusivity

There is no exclusivity granted or obtained hereunder, expressly or by implication. INGENICO retains to the fullest extent any and all rights to directly or indirectly market and/or license and/or sub-license any software or product on any platform or system or as a standalone product, to any third party at any time, worldwide. INGENICO does not require any exclusive commercial relationship with You.

By entering into this Agreement, You acknowledge and agree that INGENICO reserves the right, without any restriction, to accept as a member of the SP Program any other entity including an entity:

- which competes directly or indirectly with You; and/or
- which could be involved in a dispute or litigation with You.

10. Confidentiality and non-disclosure

Each Party agrees to keep confidential the Confidential Information it has received from the other Party or its Affiliates during the Term and/or any Extended Term. Each Party must take the measures needed to ensure that this confidentiality obligation is complied with by its employees and by third parties who may use such information or become aware thereof. This obligation shall start from the Effective Date and shall continue for a period of five (5) years after the date of termination or expiry of this Agreement. These confidentiality obligations shall not apply to Confidential Information which the receiving Party or its Affiliates can prove that:

- (i) it had been developed by it independently, prior to its receipt, without breaching its contractual

obligations or any other proprietary right of the other Party;

- (ii) it was in or has entered the public domain (other than by means of an unauthorized disclosure by it);
- (iii) it was known to it before it received it, with no corresponding obligation of confidentiality;
- (iv) it received it from a third party not bound by an obligation of confidentiality; or
- (v) an applicable law or authority requires it to disclose the Confidential Information, it being agreed that in such case it shall inform the other Party in advance and in writing, and that such disclosure shall be strictly limited to what is necessary according to such law or authority.

11. Feedback

Upon INGENICO's request or at Your own initiative, You may provide feed-back and information in writing regarding the configuration, installation, parameterization, usage, behavior, connection, functioning and/or maintenance, including but not limited to any bugs and/or any improvements to INGENICO's products, solutions or services (herein the "Feedback"). Notwithstanding the foregoing, INGENICO is under no obligation to make any changes or modifications suggested by You. Any Feed-Back provided by You to INGENICO shall be provided by You to INGENICO at no charge, and with the right for INGENICO to use, copy, disclose, license, distribute and exploit such Feed-Back in any way and for any purpose without any obligation or restriction based on intellectual property rights or otherwise. You shall not give Feed-Back to INGENICO that comprises or includes confidential or proprietary information or materials of a third party, or other information or materials which are subject to a third-party license. You hereby agree not to share or communicate Feed-Back on the INGENICO Development Framework to any third party other than with or to INGENICO.

12. Compliance

Partner hereby either (a) undertakes to comply with Ingenico's Code of Ethics and Business Conduct (available at <https://www.ingenico.com/about-ingenico-group/about-us/compliance>), or (b) confirms that it has an ethical code of conduct containing fundamental principles at least equivalent to those of Ingenico's Code of Ethics and Business Conduct, and that it shall abide by the principles set forth in its own code of conduct. Partner acknowledges that a breach of such Code of Ethics and Business Conduct or, as applicable, of the fundamental principles in its ethical code of conduct, shall amount to a material breach of the terms of the Agreement.

INGENICO is committed to meeting the highest ethical standards and expects our partners to uphold those standards. To that end, INGENICO reserves the right to conduct reviews ("**Compliance Reviews**") of all Solution Partners to establish their compliance with INGENICO's corporate standards.

13. Assignment

You may not assign or transfer this Agreement in whole or in part without INGENICO's prior written consent. You hereby acknowledge and agree that INGENICO may assign this Agreement in whole or part without Your consent, provided that INGENICO notifies You of such assignment.

14. Entire Agreement

This Agreement shall constitute the entire agreement between the Parties and shall replace and supersede all documents previously exchanged concerning the participation in the SP Program.

Additionally, You acknowledge and agree that in connection with the Program and certain services or materials that may be offered or provided by INGENICO as a result of your participation in the SP Program, INGENICO may require that a separate written agreement governing the specific service or product is mutually agreed upon and signed by authorized representatives of the Parties; provided that this Agreement shall govern and control any services, products or materials provided to you solely as result of the participation in the Program.

15. Notices

All notices which any of the Parties is required or desires to serve upon the other(s) pursuant to the terms of this Agreement shall, unless otherwise provided for in this Agreement, be in writing and shall be delivered to the following addresses:

To **You**: at the address set forth in the SP Program Enrollment Form mentioned in section 1 above.

To **INGENICO**: at the email address set forth in Appendix 1 in accordance with the Region of the Solution Partner.

Additionally, the Parties consent to conducting business via electronic transactions and recognize the validity, enforceability and admissibility of any electronic signature created in connection with this Agreement. An electronic record of this Agreement and electronic signature made in connection with this Agreement shall be deemed to have been signed by hand by the Parties.

16. Audits.

INGENICO shall have the right, at its expenses, at any time during the term hereof, during Your working hours, to

perform or have performed by an independent third party, an audit at Your premises, to verify compliance by You with the terms and conditions of this Agreement.

17. No agency – Independent and autonomous contractors

17.1 Under this Agreement, You have no authority to act as an agent, representative or otherwise on INGENICO's behalf and do not have any right on any basis, express or implied, to bind INGENICO in any way.

You remain fully autonomous and the sole master of Your management, commercial strategy and development.

17.2 YOU HEREBY REPRESENT AND WARRANT THAT YOU HAVE NOT RELIED ON THIS AGREEMENT BEING EXECUTED AND PERFORMED TO DEVELOP OR PRESERVE YOUR ACTIVITY, OR OPERATIONS. IN NO EVENT SHALL YOU CLAIM THAT YOUR EXISTENCE, YOUR ACTIVITY/OPERATIONS OR YOUR FUTURE ABILITY TO OPERATE AS A BUSINESS DEPENDS IN WHOLE OR IN PART ON INGENICO IN ANY RESPECT OR ON THE CONTINUING EXISTENCE, PERFORMANCE OR RENEWAL OF THIS AGREEMENT.

18. Marketing credentials

You hereby authorize INGENICO to use Your name as reference in general marketing materials.

19. Applicable law and dispute resolution

The Parties hereto agree and acknowledge that any disputes arising out of this Agreement, its execution, its performance or its interpretation shall be governed under the laws of the country set forth in Appendix 1 in accordance with the Region of the Solution Partner, to the exclusion of its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded. Any dispute arising out of or in connection with this Agreement which dispute cannot be settled amicably within fifteen (15) days shall be resolved definitively and exclusively by the courts set forth in Appendix 1 in accordance with the Region of the Solution Partner.

APPENDIX 1 Region Unique Terms

The terms of this Agreement shall be applicable in all Regions and countries in which INGENICO.

Notwithstanding the foregoing, the terms of the Agreement identified herein shall be modified as described with regards to the designated Region. All terms of the Agreement which are not expressly modified by this Appendix 1 for any given Region shall remain unchanged and in full force and effect.

1 North America Region (NAR) plus North Cone

Clause Reference	Action
United States	
1. Definitions	Ingenico
<p>"INGENICO" means Ingenico Inc., a company organized and existing under the laws of the State of Georgia, having its principal place of business at 3025 Windward Plaza Suite 600 Alpharetta, Georgia, 30005-8734, United States or any of its Affiliates as it may designate in writing;</p> <p>"Partner Program Guide" means the document found in the following URL: https://ingenico.com/en/partnerin-program-terms-and-conditions</p>	
4. Fees, invoicing and payment, taxes	Modify section 4.2 as follows:
All references to Euros shall be replaced with US Dollars.	
10. Confidentiality and non-disclosure	Add a new paragraph to section 10:
Each Party acknowledges that any breach by the other Party of any confidentiality provisions or use restrictions in this Agreement would cause irreparable damage to the non-breaching Party or its licensors and that a remedy at law would be inadequate. Therefore, in addition to any and all other remedies, the breaching Party and its licensors will be entitled to injunctive relief for any actual or threatened breach of any confidentiality or use restrictions in this Agreement. In the event a Party breaches any confidentiality provisions or use restrictions in this Agreement, it shall immediately notify the other Party and take all steps reasonably available to cure the violation and to prevent any subsequent violation.	
19. Applicable law and dispute resolution	Replace section 19 as follows:
The Parties hereto agree and acknowledge that any disputes arising out of this Agreement, or its performance shall be governed under the laws of the State of Georgia, U.S.A. (without regard to its conflict of law provisions), without regard to its principles of conflict of laws or the United Nations Convention on Contracts for the International Sale of Goods (1980). To the extent permitted by applicable law, the Parties agree that any and all claims and causes of action shall be tried by the court without a jury. Each Party hereby submits to the exclusive jurisdiction of the courts of the State of Georgia (Fulton County) or the United States District Court for the Northern District of Georgia and waives any objection to venue with respect to the actions brought in those courts with respect to any controversy or claim arising out of or relating to this Agreement.	

Clause Reference	Action
Canada	
1. Definitions	Ingenico
<p>"INGENICO" means Ingenico Canada Ltd. having its principal place of business located at 5180 Orbitor Drive, 2nd Floor, Mississauga, Ontario L4W 5L9.</p> <p>"Partner Program Guide" means the document found in the following URL: https://ingenico.com/en/partnerin-program-terms-and-conditions</p>	
4. Fees, invoicing and payment, taxes	Modify section 4.2 as follows: Canada Dollars
All references to Euros shall be replaced with Canadian Dollars.	

10. Confidentiality and non-disclosure	Add a new paragraph to section 10:
<p>Each Party acknowledges that any breach by the other Party of any confidentiality provisions or use restrictions in this Agreement would cause irreparable damage to the non-breaching Party or its licensors and that a remedy at law would be inadequate. Therefore, in addition to any and all other remedies, the breaching Party and its licensors will be entitled to injunctive relief for any actual or threatened breach of any confidentiality or use restrictions in this Agreement. In the event a Party breaches any confidentiality provisions or use restrictions in this Agreement, it shall immediately notify the other Party and take all steps reasonably available to cure the violation and to prevent any subsequent violation.</p>	
19. Applicable law and dispute resolution	Replace section 19 as follows:
<p>This Agreement and any claim, controversy or dispute arising under or related to this Agreement, the relationship between the Parties, or the interpretation and enforcement of the rights and duties of the parties shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to the principles of comity or conflicts of laws thereof. Each Party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the courts in the Province of Ontario and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in the Province of Ontario, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other Party.</p>	

Clause Reference	Action
Mexico	
1. Definitions	Ingenico
<p>"INGENICO" means Ingenico México, S.A. de C.V., a Mexican corporation having its principal place of business at Andres Bello 10, Polanco, Miguel Hidalgo, Polanco, Miguel Hidalgo, 11560.</p> <p>"Partner Program Guide" means the document found in the following URL: https://ingenico.com/en/partnerin-program-terms-and-conditions</p>	
4. Fees, invoicing and payment, taxes	Modify section 4.2 as follows
All references to Euros shall be replaced with US Dollars unless otherwise agreed in writing by the Parties.	
10. Confidentiality and non-disclosure	Add a new paragraph to Section 10:
<p>In the event a Party breaches any confidentiality provisions or use restrictions in this Agreement, it shall immediately notify the other Party and take all steps reasonably available to cure the violation and to prevent any subsequent violation.</p>	
19. Applicable law and dispute resolution	Modify Section 19 as follows:
<p>The first sentence of Section 19 of this Agreement is amended as follows:</p> <p>This Agreement shall be interpreted under the laws of Mexico City, Mexico without regard to such jurisdiction's conflict of laws principles.</p>	

Clause Reference	Action
North Cone: Caribbean, Colombia, Venezuela, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Panama, Ecuador	
1. Definitions	Ingenico

<p>"INGENICO" means Ingenico (Latin America) Inc, a corporation with a place of business located at 7901 4th Street N, Suite 4247, St Petersburg, Florida 33702, USA</p> <p>"Partner Program Guide" means the document found in the following URL: https://ingenico.com/en/partnerin-program-terms-and-conditions</p>	
4. Fees, invoicing and payment, taxes	Modify section 4.2 as follows:
All references to Euros shall be replaced with US Dollars.	
10. Confidentiality and non-disclosure	Add a new paragraph to section 10:
<p>Each Party acknowledges that any breach by the other Party of any confidentiality provisions or use restrictions in this Agreement would cause irreparable damage to the non-breaching Party or its licensors and that a remedy at law would be inadequate. Therefore, in addition to any and all other remedies, the breaching Party and its licensors will be entitled to injunctive relief for any actual or threatened breach of any confidentiality or use restrictions in this Agreement. In the event a Party breaches any confidentiality provisions or use restrictions in this Agreement, it shall immediately notify the other Party and take all steps reasonably available to cure the violation and to prevent any subsequent violation.</p>	
19. Applicable law and dispute resolution	Replace section 19 as follows:
<p>The Parties hereto agree and acknowledge that any disputes arising out of this Agreement, or its performance shall be governed under the laws of the State of Georgia, U.S.A. (without regard to its conflict of law provisions), without regard to its principles of conflict of laws or the United Nations Convention on Contracts for the International Sale of Goods (1980). To the extent permitted by applicable law, the Parties agree that any and all claims and causes of action shall be tried by the court without a jury. Each Party hereby submits to the exclusive jurisdiction of the courts of the State of Georgia (Fulton County) or the United States District Court for the Northern District of Georgia and waives any objection to venue with respect to the actions brought in those courts with respect to any controversy or claim arising out of or relating to this Agreement.</p>	

2 Asia Pacific Region (APAC)

Clause Reference	Action
Australia and New Zealand	
1. Definitions	Ingenico
<p>"INGENICO" means Ingenico International (Pacific) Pty Ltd, an Australian company, ABN 46 003 211 514, having its principal place of business at writing Level 14, 309 Kent Street, Sydney NSW 2000 or any of its Affiliates as it may designate in writing;</p> <p>"Partner Program Guide" means the document found in the following URL: https://ingenico.com/en/partnerin-program-terms-and-conditions</p>	
4. Fees, invoicing and payment, taxes	Modify section 4.2 and 4.3 as follows:
<p>4.2 Any invoices related to the SP Program are payable, without withholding deduction or set off, thirty (30) days from the invoice date. Payment shall be made in Australian Dollars (AUD), by bank transfer. If any invoice has not been paid by the date indicated on said invoice, the amounts due shall be increased by late payment interests of an amount equal to seven percent (7%) above the prevailing Australian three-month interbank rate published by the Reserve Bank of Australia, and the interest shall be payable upon receipt by Solution Partner of the debit note from Ingenico.</p> <p>4.3 Prices do not include, and You shall, as applicable, pay and/or reimburse INGENICO for, any and all GST, VAT, sales taxes, withholding taxes or similar charges assessed against or payable by INGENICO or You, in connection with the services rendered and/or license granted hereunder. The applicable taxes are those in force at the time of the invoicing.</p>	
19. Applicable law and dispute resolution	Modify Section 19 as follows:
(a) This Agreement shall be governed and construed according to the laws of the State of New South Wales, Australia.	

(b) All disputes arising out of the interpretation or application of the Agreement shall be submitted to the exclusive jurisdiction of the competent Courts of the State of New South Wales. Both Parties waive any right either may have to claim that those courts do not have jurisdiction or are an inconvenient forum. Notwithstanding the foregoing, either Party may seek appropriate relief from a court to preserve the status quo with respect to any matter.

Clause Reference	Action
Singapore	
1. Definitions	Ingenico
<p>"INGENICO" means Ingenico International (Singapore) Pte Ltd (UEN No 199104767G), a limited liability company incorporated in Singapore and having its registered address at 9 Raffles Place #34-01 Singapore 046819</p> <p>"Partner Program Guide" means the document found in the following URL: https://ingenico.com/en/partnerin-program-terms-and-conditions</p>	
4. Fees, invoicing and payment, taxes	Modify section 4.2 as follows:
<p>4.2 Any invoices related to the SP Program are payable, without withholding deduction or set off, thirty (30) days from the invoice date. Payment shall be made in Singapore Dollars (SGD) by bank transfer. If any invoice has not been paid by the date indicated on said invoice, the amounts due shall be increased by late payment interests of an amount equal to the ten percent (10%) per annum from the day following the payment date indicated on the invoice, until payment has actually been made.</p>	
19. Applicable law and dispute resolution	Modify Section 19 as follows:
<p>This Agreement shall be governed and construed according to the laws of Singapore to the exclusion of its conflict of law provisions. All disputes arising out of the interpretation or application of this Agreement shall be submitted to the exclusive jurisdiction of the competent Courts of Singapore. Both Parties waive any right either may have to claim that those courts do not have jurisdiction or are an inconvenient forum. Notwithstanding the foregoing, either Party may seek appropriate relief from a court to preserve the status quo with respect to any matter.</p>	

Clause Reference	Action
Malaysia	
1. Definitions	Ingenico
<p>"INGENICO" means Ingenico Solutions (Malaysia) Sdn Bhd (Registration No 201401047307 (1123496-A), a limited liability company incorporated in Malaysia and having its registered address at Lot 506-508, 5th Floor, Tower 2, Faber Towers, Jalan Desa Bahagia, Taman Desa, Kuala Lumpur Wilayah Persekutuan, 58100, Malaysia.</p> <p>"Partner Program Guide" means the document found in the following URL: https://ingenico.com/en/partnerin-program-terms-and-conditions</p>	
4. Fees, invoicing and payment, taxes	Modify section 4.2 as follows:
<p>4.2 Any invoices related to the SP Program are payable, without withholding deduction or set off, thirty (30) days from the invoice date. Payment shall be made in Malaysian Ringgit (MYR) by bank transfer. If any invoice has not been paid by the date indicated on said invoice, the amounts due shall be increased by late payment interests of an amount equal to the ten percent (10%) per annum from the day following the payment date indicated on the invoice, until payment has actually been made.</p>	
19. Applicable law and dispute resolution	Modify Section 19 as follows:

This Agreement shall be governed and construed according to the laws of Singapore to the exclusion of its conflict of law provisions. All disputes arising out of the interpretation or application of this Agreement shall be submitted to the exclusive jurisdiction of the competent Courts of Singapore. Both Parties waive any right either may have to claim that those courts do not have jurisdiction or are an inconvenient forum. Notwithstanding the foregoing, either Party may seek appropriate relief from a court to preserve the status quo with respect to any matter.

Clause Reference	Action
Indonesia	
1. Definitions	Ingenico
<p>“INGENICO” means PT Ingenico International Indonesia (Registration No 8120001921473), a company incorporated in Indonesia and having its registered address at Gedung the Vida Office Building LT. 3 Unit 5 & 10, Jl. Raya Perjuangan No 8, RT.001 RW .007, Kel. Kebon Juruk, Kec. Kebon Jeruk, Kota Adm, Jakarta Barat, Prov. DKI Jakarta.</p> <p>“Partner Program Guide” means the document found in the following URL: https://ingenico.com/en/partnerin-program-terms-and-conditions</p>	
4. Fees, invoicing and payment, taxes	Modify section 4.2 as follows:
<p>4.2 Any invoices related to the SP Program are payable, without withholding deduction or set off, thirty (30) days from the invoice date. Payment shall be made in Indonesian Rupiah (IDR) by bank transfer. If any invoice has not been paid by the date indicated on said invoice, the amounts due shall be increased by late payment interests of an amount equal to the ten percent (10%) per annum from the day following the payment date indicated on the invoice, until payment has actually been made.</p>	
19. Applicable law and dispute resolution	Modify Section 19 as follows:
<p>This Agreement shall be governed and construed according to the laws of Singapore to the exclusion of its conflict of law provisions. All disputes arising out of the interpretation or application of this Agreement shall be submitted to the exclusive jurisdiction of the competent Courts of Singapore. Both Parties waive any right either may have to claim that those courts do not have jurisdiction or are an inconvenient forum. Notwithstanding the foregoing, either Party may seek appropriate relief from a court to preserve the status quo with respect to any matter.</p>	

Clause Reference	Action
Thailand	
1. Definitions	Ingenico
<p>“INGENICO” means Ingenico (Thailand) Co., Ltd (Registration No 0105558147520), a company incorporated in Thailand and having its registered address at No 253, 19th Floor Sukhumvit 21 Road (Asoke), Khlong Toei Nuea Sub-District, Watthana District, 10110 Bangkok Metropolis, Thailand.</p> <p>“Partner Program Guide” means the document found in the following URL https://ingenico.com/en/partnerin-program-terms-and-conditions</p>	
4. Fees, invoicing and payment, taxes	Modify section 4.2 as follows:
<p>4.2 Any invoices related to the SP Program are payable, without withholding deduction or set off, thirty (30) days from the invoice date. Payment shall be made in Thai Baht (THB) by bank transfer. If any invoice has not been paid by the date indicated on said invoice, the amounts due shall be increased by late payment interests of an amount equal to the ten percent (10%) per annum from the day following the payment date indicated on the invoice, until payment has actually been made.</p>	
19. Applicable law and dispute resolution	Modify Section 19 as follows:

This Agreement shall be governed and construed according to the laws of Singapore to the exclusion of its conflict of law provisions. All disputes arising out of the interpretation or application of this Agreement shall be submitted to the exclusive jurisdiction of the competent Courts of Singapore. Both Parties waive any right either may have to claim that those courts do not have jurisdiction or are an inconvenient forum. Notwithstanding the foregoing, either Party may seek appropriate relief from a court to preserve the status quo with respect to any matter.

Clause Reference	Action
Vietnam	
1. Definitions	Ingenico
<p>"INGENICO" means Ingenico Vietnam Company Limited (Business License No 01077418119-KD), a company incorporated in Vietnam and having its registered address at 4th Floor, IDMC Duy Tan Building, No. 21 Duy Tan, Dich Vong Hau Ward, Cau Giay District, Hanoi City, Vietnam.</p> <p>"Partner Program Guide" means the document found in the following URL https://ingenico.com/en/partnerin-program-terms-and-conditions</p>	
4. Fees, invoicing and payment, taxes	Modify section 4.2 as follows:
<p>4.2 Any invoices related to the SP Program are payable, without withholding deduction or set off, thirty (30) days from the invoice date. Payment shall be made in Vietnamese Dong (VND) by bank transfer. If any invoice has not been paid by the date indicated on said invoice, the amounts due shall be increased by late payment interests of an amount equal to the ten percent (10%) per annum from the day following the payment date indicated on the invoice, until payment has actually been made.</p>	
19. Applicable law and dispute resolution	Modify Section 19 as follows:
<p>This Agreement shall be governed and construed according to the laws of Singapore to the exclusion of its conflict of law provisions. All disputes arising out of the interpretation or application of this Agreement shall be submitted to the exclusive jurisdiction of the competent Courts Singapore. Both Parties waive any right either may have to claim that those courts do not have jurisdiction or are an inconvenient forum. Notwithstanding the foregoing, either Party may seek appropriate relief from a court to preserve the status quo with respect to any matter.</p>	

Clause Reference	Action
Philippines	
1. Definitions	Ingenico
<p>"INGENICO" means Ingenico Solutions Philippines Inc. (SEC Registration No CS201504814), a company incorporated in Philippines and having its registered address at Unit 2703, 27th Floor, Pacific Star Building, Sen. Gil Puyat corner Makati Avenue, Makati City, Philippines.</p> <p>"Partner Program Guide" means the document found in the following URL https://ingenico.com/en/partnerin-program-terms-and-conditions</p>	
4. Fees, invoicing and payment, taxes	Modify section 4.2 as follows:
<p>4.2 Any invoices related to the SP Program are payable, without withholding deduction or set off, thirty (30) days from the invoice date. Payment shall be made in Philippines Peso (PHP) by bank transfer. If any invoice has not been paid by the date indicated on said invoice, the amounts due shall be increased by late payment interests of an amount equal to the ten percent (10%) per annum from the day following the payment date indicated on the invoice, until payment has actually been made.</p>	
19. Applicable law and dispute resolution	Modify Section 19 as follows:

This Agreement shall be governed and construed according to the laws of Singapore to the exclusion of its conflict of law provisions. All disputes arising out of the interpretation or application of this Agreement shall be submitted to the exclusive jurisdiction of the competent Courts of Singapore. Both Parties waive any right either may have to claim that those courts do not have jurisdiction or are an inconvenient forum. Notwithstanding the foregoing, either Party may seek appropriate relief from a court to preserve the status quo with respect to any matter.

Clause Reference	Action
Japan	
1. Definitions	Ingenico
<p>“INGENICO” means Ingenico Japan Co., Ltd (Registration No 0100-01-15512), a company incorporated in Japan and having its registered address at 4F Toranomon Kotohira Tower, 1-2-8 Toranomon, Minato-ku, Tokyo, 105-0001, Japan</p> <p>“Partner Program Guide” means the document found in the following URL https://ingenico.com/en/partnerin-program-terms-and-conditions</p>	
4. Fees, invoicing and payment, taxes	Modify section 4.2 as follows:
<p>4.2 Any invoices related to the SP Program are payable, without withholding deduction or set off, thirty (30) days from the invoice date. Payment shall be made in Japanese Yen (JPY) by bank transfer. If any invoice has not been paid by the date indicated on said invoice, the amounts due shall be increased by late payment interests of an amount equal to the ten percent (10%) per annum from the day following the payment date indicated on the invoice, until payment has actually been made.</p>	
19. Applicable law and dispute resolution	Modify Section 19 as follows:
<p>This Agreement shall be governed and construed according to the laws of Singapore to the exclusion of its conflict of law provisions. All disputes arising out of the interpretation or application of this Agreement shall be submitted to the exclusive jurisdiction of the competent Courts of Singapore. Both Parties waive any right either may have to claim that those courts do not have jurisdiction or are an inconvenient forum. Notwithstanding the foregoing, either Party may seek appropriate relief from a court to preserve the status quo with respect to any matter.</p>	

Clause Reference	Action
India	
1. Definitions	Ingenico
<p>“INGENICO” means Ingenico International India Private Limited (Registration No 180651), a company incorporated in India and having its registered address at Unit No. 216, Second Floor, Square One, C-2, District Centre, Saket New Delhi South Delhi DL 110017 IN.</p> <p>“Partner Program Guide” means the document found in the following URL https://ingenico.com/en/partnerin-program-terms-and-conditions</p>	
4. Fees, invoicing and payment, taxes	Modify section 4.2 as follows:
<p>4.2 Any invoices related to the SP Program are payable, without withholding deduction or set off, thirty (30) days from the invoice date. Payment shall be made in Indian Rupees (INR) by bank transfer. If any invoice has not been paid by the date indicated on said invoice, the amounts due shall be increased by late payment interests of an amount equal to the ten percent (10%) per annum from the day following the payment date indicated on the invoice, until payment has actually been made.</p>	
19. Applicable law and dispute resolution	Modify Section 19 as follows:

This Agreement shall be governed and construed according to the laws of Singapore to the exclusion of its conflict of law provisions. All disputes arising out of the interpretation or application of this Agreement shall be submitted to the exclusive jurisdiction of the competent Courts of Singapore. Both Parties waive any right either may have to claim that those courts do not have jurisdiction or are an inconvenient forum. Notwithstanding the foregoing, either Party may seek appropriate relief from a court to preserve the status quo with respect to any matter.

3 Europe, Middle East & Africa Region (EMEA)

Clause Reference	Action
Brazil, Chile, Argentina, Perú, Paraguay, Uruguay, Perú, Bolivia	
1. Definitions	Ingenico
<p>"INGENICO" means Ingenico Terminals SAS, a company organized and existing under the laws of France, having its principal place of business at 13-17 Rue Pagès, 92150 Suresnes, France or any of its Affiliates as it may designate in writing;</p> <p>"Partner Program Guide" means the document found in the following URL https://ingenico.com/en/partnerin-program-terms-and-conditions</p>	
4. Fees, invoicing and payment, taxes	Modify section 4.2 as follows:
<p>4.2 Any invoices related to the SP Program are payable, without withholding deduction or set off, thirty (30) days from the invoice date. Payment shall be made in Euros, by bank transfer. Pursuant to Article L.441-6 of the French Code of Commercial Law, failure to pay any sums on the due date shall result in the amount(s) due being increased by late payment interests of an amount equal to the ECB rate plus seven (7) points, calculated from the due date to the date of full payment plus the payment of a lump sum of 40 Euros as recovery costs.</p>	
19. Applicable law and dispute resolution	Complete Section 19 as follows:
<p>The Parties hereto agree and acknowledge that any disputes arising out of this Agreement, its execution, its performance, or its interpretation shall be governed under the laws of France, to the exclusion of its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded. Any dispute arising out of or in connection with this Agreement which dispute cannot be settled amicably within fifteen (15) days shall be resolved definitively and exclusively by the courts of Paris, France.</p>	

4 South America Region (SAR)

Clause Reference	Action
Brazil, Chile, Argentina, Perú, Paraguay, Uruguay, Perú, Bolivia	
1. Definitions	Ingenico
<p>"INGENICO" means Ingenico do Brasil Ltda, a limited liability company organized and existing under the laws of Brazil, having its principal place of business at Rua Olimpadas, 154, 3rd floor, Vila Olímpia, São Paulo/SP, Brazil, Postal Code: 04551-000 or any of its Affiliates as it may designate in writing;</p>	
4. Fees, invoicing and payment, taxes	Modify section 4.2 as follows:
<p>4.2 Any invoices related to the SP Program are payable, without withholding deduction or set off, thirty (30) days from the invoice date. Payment shall be made in Euros, by bank transfer. If any invoice has not been paid by the date indicated on said invoice, the amounts due shall be increased by late payment penalty of 5% (five percent) plus interests equal to 1% (one percent) per month and monetary adjustment by the IGPM - FGV Index or another index that may replace it, <i>pro rata temporis</i>, from the day following the payment date indicated on the invoice, until the actual payment.</p>	

19. Applicable law and dispute resolution	Modify Section 19 as follows:
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The Parties hereto agree and acknowledge that any disputes arising out of this Agreement, its execution, its performance, or its interpretation shall be governed under the laws of Brazil, to the exclusion of its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded. Any dispute arising out of or in connection with this Agreement which dispute cannot be settled amicably within fifteen (15) days shall be resolved definitively and exclusively by the courts of São Paulo, Brazil.

[End of Appendix]