



STANDARD TERMS AND CONDITIONS FOR SALE OF PRODUCTS

The following terms and conditions apply to all sales of Verifone-branded equipment, software and/or accessories (collectively "Products") by Verifone (U.K.) Limited ("Verifone") to its customer ("Customer"), except as provided below or as may be set forth in a separate written agreement signed by Verifone and Customer. By ordering any Products from Verifone, Customer agrees to the following terms and conditions. Verifone and Customer, intending to be legally bound, agree as follows:

SECTION 1. ENTIRE AGREEMENT

These terms and conditions (referred to herein as the "Agreement") constitute the final, complete and exclusive agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter (including without limitation any prior "Standard Terms and Conditions" published by Verifone). Any term or condition in any order, confirmation or other document furnished by Customer at any time, which is in any way inconsistent with or in addition to the terms and conditions set forth in this Agreement is hereby expressly rejected, and Verifone's acceptance of any offer or order of Customer is expressly made in reliance on Customer's assent to all terms and conditions hereof.

SECTION 2. PURCHASE OF PRODUCTS

A. PRICES. The prices applicable to the Products shall be quoted by Verifone to Customer. Such prices quoted by Verifone do not include any excise, sales, use or other taxes, and therefore are subject to increase in the amount of any such taxes (excluding any tax on Verifone's net income) that Verifone may be required to collect or pay upon the sale or delivery of the Products. In addition, such prices quoted by Verifone do not include any charges for the services referred to in Section 2(E) below or any shipping, handling, customs, insurance or similar charges referred to in Section 5 below, all of which will be invoiced to and paid by Customer as provided herein.

B. PURCHASE ORDER PROCESS. Customer shall place orders for the Products to be purchased hereunder by submitting one or more written purchase orders to Verifone during the term of this Agreement. Each such purchase order shall state the descriptions (including Verifone's part numbers) and quantities of the Products being ordered and the requested shipment date for such Products. A purchase order may also state special shipment and insurance information, subject to Section 5(D) below. In no event shall any other terms or conditions set forth on a purchase order submitted by Customer be binding on Verifone. In addition, any purchase order submitted by Customer shall not be binding on Verifone unless and until Verifone has accepted such purchase order by written acknowledgment or by shipment of the Products applicable to such purchase order.

C. STANDARD PRODUCTS. Unless specifically set forth by Verifone in writing: (1) all Products shall be Verifone's standard, off-the-shelf items, and no special or customized version of any Product shall be provided by Verifone; and (2) Verifone shall have no obligation to ensure that the Products operate in conjunction with Customer's equipment, software or other products or systems, and Customer shall be responsible for all costs it incurs in connection with any modifications it elects to make to its own equipment, software or other products or systems.

D. END OF LIFE. Verifone reserves the right to discontinue the supply of any Product that has been identified by Verifone as End of Life. Verifone will use commercially reasonable efforts to provide Customer with ninety (90) days prior written notice of any end of life, together with information on Verifone's product roadmap and other product options. Verifone reserves the right to terminate the Support Services for any Product that has been identified as End of Life with ninety (90) days written notice to Customer in the event parts or components become unavailable.

E. RELATED SERVICES. The parties may agree that Verifone provide to Customer from time to time certain services relating to Customer's purchase of the Products, including without limitation deployment services and maintenance and support services. The parties agree that, in the

absence of a separate written agreement covering such services, such services shall be covered by the provisions of this Agreement, including without limitation Sections 6, 7 and 10 below, and that Customer shall be separately invoiced for all such services in accordance with Section 4 below at Verifone's then current rates for such services.

SECTION 3. CERTAIN OBLIGATIONS OF CUSTOMER

The provisions of this Section 3 shall apply if Customer intends to resell the Products. As used in this Agreement, the term "resell," and similar terms, shall include any resale, lease or other transfer or delivery of the Products.

A. RESALE OF PRODUCTS ONLY TO PERMITTED PURCHASERS. Customer shall resell the Products only to the following persons and entities (referred to herein collectively as "Permitted Purchasers"):

(1) any end user of the Products (which shall mean any person or entity that uses the Products in the conduct of its business of selling goods or providing services to the general public and does not resell the Products to any third party), provided that such end user is in the market for which Verifone has provided Product pricing to Customer; and (2) any other person or entity with respect to which Verifone has given its prior express written approval. If Customer resells Products to any person or entity other than a Permitted Purchaser, then (in addition to any other remedies available to Verifone) Verifone may invoice Customer, and Customer shall pay to Verifone within thirty (30) days after the date of any such invoice, an amount equal to the difference between (i) the total sum actually charged to Customer for the Products resold to any person or entity other than a Permitted Purchaser and (ii) the total sum which would have been charged to Customer for such Products if such Products had been sold to Customer at Verifone's standard end-user prices (list prices) then in effect for such Products.

B. PROVISIONS FOR RESALE. Verifone, at its option, may provide Customer with documentation to be included with the Products when such Products are resold by Customer. Customer agrees that all such documentation shall be for the benefit of Verifone and shall be enforceable directly by Verifone (in Verifone's name or on behalf of Customer).

C. COMPLIANCE WITH LAWS AND OTHER STANDARDS. In reselling the Products, Customer shall comply with all applicable laws, rules and regulations and shall adhere to the highest professional and ethical standards applicable to Customer's business. Without limiting the generality of the foregoing, Customer shall under no circumstances misrepresent the Products, the features or capabilities thereof, the warranties applicable thereto, or any other related information.

SECTION 4. TERMS OF PAYMENT

Verifone shall be entitled to invoice Customer at the time of each shipment of Products to Customer. Payment terms for all invoiced amounts shall be thirty (30) days from the date of invoice. Customer shall make all payments due to Verifone without regard to whether Customer has made or may make any inspection of the Products delivered to Customer. Any invoiced amount which is not paid when due shall bear a late fee at the rate of eighteen percent (18%) per annum or the maximum rate permitted by applicable law, whichever is less. If Customer fails to pay any invoiced amount when due, or if for any other reason Verifone is not satisfied with the credit-worthiness of Customer, then Verifone shall be entitled to withhold shipments (and the provision of any services) until Customer reestablishes its credit to Verifone's satisfaction.

SECTION 5. DELIVERY OF PRODUCTS

A. SHIPPING SCHEDULE. Verifone shall use its reasonable efforts to ship Products to Customer in accordance with the shipment schedule provided to Verifone by Customer. Verifone reserves the right to ship Products as early as five (5) business days prior to the requested shipment date in order to accommodate Verifone's overall delivery schedules.

Notwithstanding the foregoing and without limiting the generality of Section 10 below, Verifone shall not be liable for damages of any kind as a result of a delay in delivery for any reason.

B. CHANGES PERMITTED. Customer may change a previously requested shipment date for any standard Products (i.e., Products other than custom or made-to-order Products), provided that Customer gives Verifone written notice of such change at least thirty (30) business days prior to the previously requested shipment date.

C. CHANGES SUBJECT TO CONSENT. Except as provided in Section 5(B) above, Customer shall not be entitled to change a previously requested shipment date, or cancel an order, for any Products except with Verifone's prior express written consent, which consent shall be in Verifone's sole discretion. If Verifone gives its consent pursuant to the preceding sentence but the Products involved have already been shipped to Customer, then: (1) Customer shall return the Products to Verifone and pay all related shipping, handling, customs and insurance charges (for both shipping the Products to Customer and returning the Products to Verifone); and (2) Customer shall pay to Verifone a restocking fee equal to ten percent (10%) of the purchase price for the Products.

D. SHIPMENT PROCESS. Delivery of Products shall be FCA (Incoterms 2010) Verifone's facility, as designated by Verifone. Unless otherwise specified by Customer in writing at least thirty (30) days prior to a requested shipment date, Verifone shall determine in its discretion the means of shipment and shall not be responsible for arranging insurance on the Products involved. Verifone shall invoice Customer for any and all shipping, handling, customs, insurance and similar charges incurred by Verifone in shipping Products to Customer, and Customer shall pay such charges. Verifone also reserves the right to ship Products to Customer freight collect. Customer shall be deemed to have accepted the Products upon the date title to such Products passes to Customer; provided, however, that nothing in this Section 5(D) shall be deemed to limit Customer's warranty rights set forth in Section 9 below.

SECTION 6. TITLE TO PRODUCTS

A. PASSAGE OF RISK AND TITLE. Risk in the Products shall pass to Customer once the Products are delivered to Customer or Recipient. Notwithstanding delivery and the passing of risk in any Products, title in the Products shall not pass to Customer until Verifone has received in full (in cash or cleared funds) all sums due to it in respect of all Products supplied to Customer and all other sums which are or become due to Verifone under this Agreement. Until title has passed to Customer, Customer shall: (a) hold the Products on a fiduciary basis as Verifone's bailee and shall store the Products (at no cost to Verifone) separately from all other products of Customer or any third party in such a way that they remain readily identifiable as Verifone's property; (b) maintain the Products in satisfactory condition and keep them insured at Customer's own expense for their full price against all risks to the reasonable satisfaction of Verifone; and (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products. Verifone may recover payment for the Products notwithstanding that title in any of the Products has not passed from Verifone. Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of Verifone but if Customer does so all monies owing by Customer to Verifone shall (without prejudice to any other right or remedy of Verifone) immediately become due and payable. On termination of this Agreement.

B. OWNERSHIP OF PROPRIETARY MATERIAL IN PRODUCTS. Notwithstanding Section 6(A) above, Customer acknowledges that the Products contain proprietary electronics, software and technical information of Verifone or its licensor (collectively "Proprietary Materials") and that (as between Verifone and Customer) ownership of all patents, copyrights, mask work rights, trademarks, trade names and other intellectual property rights relating to or residing in the Products and the Proprietary Materials shall remain with Verifone or its licensor. Customer understands and agrees that this Agreement does not constitute a sale of any Proprietary Materials or any such intellectual property rights; except that Customer and its customers shall have the limited right to use Proprietary Materials in the course of using the Products (subject to Section 6(C) below). Customer shall promptly notify Verifone of any actual or threatened misappropriation or infringement of Verifone's proprietary rights which comes to Customer's attention.

C. LICENSE FOR SOFTWARE AND DOCUMENTATION. Without limiting the generality of Section 6(B) above, the parties acknowledge that (as between Verifone and Customer) Verifone owns all rights (including without limitation all copyrights) in any software provided by Verifone at any time (whether contained in a Product, provided on a diskette or other media, downloaded remotely or otherwise transferred) and in any documentation provided by Verifone at any time. The terms "sell" and "buy," and similar terms, as used in this Agreement with respect to any such software and/or documentation shall mean the grant to Customer of a non-exclusive, non-transferable limited license (1) to use such software (in object code form only) and/or documentation together with Products provided by Verifone in the United Kingdom, for the sole purpose of using such Products, subject to the provisions in any separate license agreement or other document (relating to such software and/or documentation) supplied by Verifone to Customer, and (2) in connection with any resale of Products provided by Verifone, to grant to the purchaser thereof a sublicense to use such software (in object code form only) and/or documentation solely as provided in the foregoing clause "(1)" (subject to the restrictions imposed in Section 6(D) below). Customer agrees that all such sublicenses shall be for the benefit of Verifone and shall be enforceable directly by Verifone (in Verifone's name or on behalf of Customer). Customer shall have no right to market, distribute or otherwise transfer such software and/or documentation except as expressly provided in this Section 6(C). Certain software may be subject to the payment of license fees, as set in Verifone's project quote or as otherwise agreed by the parties. Certain Software may have different license rights as set forth in Verifone's project quote or as otherwise agreed by the parties; in such event such license terms shall apply with respect to such software, in lieu of this Section 6(C).

D. FURTHER RESTRICTIONS. Customer shall not reverse engineer, decompile, disassemble, translate, copy, modify, alter or otherwise change any Product, or part thereof (including without limitation any Proprietary Materials, or any software or documentation provided by Verifone), without the prior express written consent of Verifone. Customer shall have no right to obtain source code for any software provided by Verifone by any means without the prior express written consent of Verifone. Customer shall not disclose to any third party any protocols or specifications of Verifone that are shared with or otherwise provided to Customer which allow Customer to integrate its systems to the Products or any software licensed under Section 6(C) above.

E. TRADEMARKS. Customer shall not remove from the Products (or their packaging or documentation), or alter, any of Verifone's trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Products (or their packaging or documentation), without the prior express written consent of Verifone. Verifone hereby grants to Customer a non-exclusive, non-transferable limited license to use Verifone's trademarks relating to the Products during the term of this Agreement; provided, however, that (1) Customer shall use such marks only in connection with advertising or promotion of the Products to denote their origin, (2) Customer shall clearly designate that such marks are owned by Verifone, and (3) Customer shall otherwise comply with Verifone's then current policies for use of its marks. Any use of Verifone's trademarks by Customer (i) shall be in capital letters, (ii) if they are registered in the United States Patent and Trademark Office, shall be accompanied by the "®" symbol, (iii) if they are not registered in the United States Patent and Trademark Office, shall be accompanied by the "™" symbol, and (iv) shall be followed by a common descriptive name for the Products. Customer shall not, by virtue of the foregoing license, acquire any right, title or interest in Verifone's trademarks; and Customer shall not contest or otherwise challenge the right, title and interest of Verifone in its trademarks or the registration thereof. Customer's use of Verifone's trademarks shall accrue to the benefit of Verifone.

SECTION 7. CONFIDENTIAL INFORMATION

All documentation, drawings, samples, designs, specifications, engineering details and related information pertaining to the Products, whether in oral, written, graphic or electronic form, as well as the Proprietary Materials referred to in Section 6(B) above, are and shall remain the confidential and proprietary information of Verifone (collectively the "Confidential Information"). Customer shall (a) disclose Confidential Information to only those directors, officers and employees of Customer (collectively "Representatives") whose duties justify their need to know such information and who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential

Information; and (b) use Confidential Information only for the purposes set forth in this Agreement and not for any purpose detrimental to Verifone. In any event, Customer and its Representatives shall treat all Confidential Information as strictly confidential and shall use the same care to prevent disclosure of such information as Customer uses with respect to its own confidential and/or proprietary information, which shall not be less than the care a reasonable person would use under similar circumstances. Customer shall not copy any Confidential Information without the express prior written consent of Verifone, and all Confidential Information (and copies thereof) shall be returned promptly to Verifone upon request. Customer shall ensure that its Representatives comply with the provisions of this Section 7, and Customer shall be liable for any breach of this Section 7 resulting from the act or omission of any of its Representatives. Notwithstanding the foregoing, information disclosed to Customer shall not be deemed to be Confidential Information if (i) Customer establishes that the information was already known to Customer, without obligation to keep it confidential, at the time of its receipt from Verifone, as evidenced by documents in the possession of Customer prepared or received prior to Verifone's disclosure; (ii) Customer establishes that the information was received by Customer in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; or (iii) Customer establishes that the information was publicly known at the time of its receipt by Customer or has become publicly known other than by a breach of this Agreement or other action by Customer.

SECTION 8. PATENT, COPYRIGHT AND TRADEMARK INDEMNITY

A. INDEMNITY. Subject to the provisions of this Section 8 and Section 10 below, Verifone shall at its expense defend any action against Customer to the extent such action is based on a claim that a Product infringes a United States patent, copyright or trademark, and Verifone shall pay those damages and costs finally awarded against Customer in such action which are specifically attributable to such claim, provided that Customer notifies Verifone promptly in writing of such action, Customer gives Verifone sole control of the defense thereof (and any negotiations for settlement or compromise thereof), and Customer cooperates in the defense thereof at Verifone's expense. If any Product becomes, or in Verifone's opinion is likely to become, the subject of a claim of infringement, then Customer shall permit Verifone, at its option and expense, either to (1) procure the right to continue using such Product, (2) replace or modify such Product so that it becomes non-infringing, or (3) accept return of such Product and give Customer a credit therefor, less depreciation for use, damage and obsolescence thereof (such depreciation to be calculated as an equal amount per year over the life of such Product, which is agreed for purposes of this clause to be five (5) years from the date of original delivery of such Product). Customer shall not incur any costs or expenses for the account of Verifone under or pursuant to this Section 8 without Verifone's express prior written consent. THE FOREGOING STATES THE ENTIRE LIABILITY OF VERIFONE FOR INFRINGEMENT CLAIMS AND ACTIONS.

B. CERTAIN EXCEPTIONS. Verifone shall have no liability to Customer under this Section 8 or otherwise for any action or claim alleging infringement based upon any conduct involving (1) the use of any Product in a manner other than as specified by Verifone, (2) the use of any Product in combination with other products, equipment, devices or software not supplied by Verifone (including without limitation any application software produced by Customer for use with such Product), (3) the alteration, modification or customization of any Product by any person other than Verifone, or by Verifone based on Customer's specifications or otherwise at Customer's direction (regardless of whether such alteration, modification or customization occurs before or after the Product is originally shipped by Verifone to Customer); or (4) any failure to install an update to a Product provided by Verifone. In the event of an infringement action or claim against Verifone which is based on any conduct described in the preceding sentence, Customer shall at its own expense defend such action or claim, and Customer shall pay any and all damages and costs finally awarded against Verifone in connection with such action or claim, provided that Verifone notifies Customer promptly in writing of such action or claim, Verifone gives Customer sole control of the defense thereof (and any negotiations for settlement or compromise thereof), and Verifone cooperates in the defense thereof at Customer's expense.

SECTION 9. LIMITED WARRANTY

A. WARRANTY TERMS. Subject to the provisions of this Section 9 and Section 10 below, with respect to each Product sold by

Verifone hereunder, Verifone warrants that, for a period of thirteen (13) months (or such longer period as may be quoted by Verifone or agreed to by the parties in writing) from the date such Product is shipped from Verifone's facility or the date title to such Product passes to Customer, whichever date is earlier (such period referred to herein as the "Warranty Period"): (1) all components of such Product, except software components, shall be free from faulty workmanship and defective materials; and (2) all software components of such Product shall substantially conform to the written documentation designated by Verifone for use with such software components. The warranties provided by Verifone in this Section 9(A) are the only warranties provided by Verifone with respect to the Products sold hereunder, and may be modified or amended only by a written instrument signed by Verifone and accepted by Customer. Customer's remedies and Verifone's aggregate liability with respect to the warranties provided by Verifone in this Section 9(A) are set forth in and are limited by this Section 9 and Section 10 below.

B. WARRANTY CLAIMS. If, during the applicable Warranty Period for a Product sold by Verifone hereunder, it is determined that any component of such Product, except software components, is defective due to faulty workmanship or defective materials, or it is determined that any software component of such Product fails to substantially conform to the written documentation designated by Verifone for use with such software component, then such Product shall be returned to Verifone, it being agreed that Verifone shall not bear the expense of shipping such Product to Verifone except as otherwise agreed by Verifone. Upon receipt of any such Product during the applicable Warranty Period, Verifone shall, at its expense, (1) in Verifone's sole discretion, repair or replace such Product, and (2) ship such Product to return it to its original location. Verifone's obligations hereunder shall arise only if Verifone's examination of the Product in question discloses to Verifone's satisfaction that the claimed defect or nonconformity actually exists and was not caused by any improper installation, testing or use, any misuse or neglect, any failure of electrical power, air conditioning or humidity control, or any act of God, accident, fire or other hazard. In addition, no trouble found warranty repairs are limited to ten percent (10%) of all Product, by Product type, returned for repair by Customer on a quarterly basis. In the event Customer exceeds this limit in any quarterly period, Verifone may assess its then current fee for Clean and Test services on all units in excess of such percentage. Repair or replacement of a Product (or any part thereof) does not extend the Warranty Period for such Product.

C. OTHER LIMITATIONS, THE EXPRESS WARRANTIES OF VERIFONE STATED IN SECTION 9(A) ABOVE DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY VERIFONE, SOFTWARE NOT DEVELOPED BY VERIFONE, CONSUMABLE ITEMS, SPARE PARTS OR SERVICES, AND DO NOT APPLY TO PRODUCTS, OR COMPONENTS THEREOF (INCLUDING WITHOUT LIMITATION ANY SOFTWARE COMPONENT), WHICH HAVE BEEN ALTERED, MODIFIED, REPAIRED OR SERVICED IN ANY RESPECT EXCEPT BY VERIFONE OR ITS REPRESENTATIVES. IN ADDITION, THE EXPRESS WARRANTIES OF VERIFONE STATED IN SECTION 9(A) ABOVE DO NOT APPLY TO ANY SOFTWARE COMPONENT OF A PRODUCT WHICH IS SOLD OR LICENSED SUBJECT TO A SEPARATE LICENSE AGREEMENT OR OTHER DOCUMENT RELATING TO SUCH SOFTWARE COMPONENT (INCLUDING WITHOUT LIMITATION A "SHRINK WRAP" LICENSE AGREEMENT); THE WARRANTIES APPLICABLE TO ANY SUCH SOFTWARE COMPONENT SHALL BE SOLELY AS STATED IN SUCH OTHER LICENSE AGREEMENT OR DOCUMENT. VERIFONE MAKES NO WARRANTIES THAT THE SOFTWARE COMPONENTS OF ANY PRODUCT WILL OPERATE IN CONJUNCTION WITH ANY OTHER SOFTWARE OR WITH ANY EQUIPMENT OTHER THAN THE PRODUCTS.

D. WARRANTIES APPLICABLE IN UNITED KINGDOM ONLY. THE EXPRESS WARRANTIES OF VERIFONE STATED IN SECTION 9(A) ABOVE APPLY ONLY TO PRODUCTS SOLD AND USED IN THE UNITED KINGDOM. ALL PRODUCTS ARE DESIGNED FOR USE IN THE UNITED KINGDOM ONLY, AND USE OUTSIDE THE UNITED KINGDOM SHALL VOID ALL WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VERIFONE MAKES NO WARRANTY, AND PROVIDES NO ASSURANCES, THAT THE PRODUCTS WILL MEET CERTIFICATION REQUIREMENTS OF ANY REGULATORY OR LICENSING AGENCY OUTSIDE THE UNITED KINGDOM.

E. DISCLAIMER. THE EXPRESS WARRANTIES OF VERIFONE STATED IN SECTION 9(A) ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS PROVIDED IN SECTION 8 ABOVE, (1) THE EXPRESS OBLIGATION OF VERIFONE STATED IN SECTION 9(B) ABOVE IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF VERIFONE, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE PRODUCTS, AND (2) REPAIR OR REPLACEMENT (AT VERIFONE'S OPTION) IS CUSTOMER'S SOLE REMEDY FOR ANY SUCH DAMAGE, LOSS OR INJURY.

SECTION 10. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT: (A) VERIFONE'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SALE OF PRODUCTS AND PROVISION OF SERVICES TO CUSTOMER, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE), AND INCLUDING ANY LIABILITY UNDER SECTIONS 8 AND 9 ABOVE, SHALL NOT EXCEED THE AGGREGATE PURCHASE PRICE FOR PRODUCTS PAID BY CUSTOMER TO VERIFONE UNDER THIS AGREEMENT DURING THE SIX MONTHS PRIOR TO THE CLAIM ARISING; (B) VERIFONE SHALL NOT BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF VERIFONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (C) EXCEPT AS PROVIDED IN SECTIONS 8(A) AND 9(B) ABOVE (BUT ONLY TO THE EXTENT AND SUBJECT TO THE LIMITATIONS SET FORTH IN SECTIONS 8 AND 9 AND CLAUSES "(A)" AND "(B)" OF THIS SECTION 10), VERIFONE SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THE PRODUCTS, AND CUSTOMER SHALL DEFEND VERIFONE FROM, AND INDEMNIFY AND HOLD VERIFONE HARMLESS AGAINST, ALL SUCH CLAIMS. THE LIMITATIONS ON VERIFONE'S LIABILITY SET FORTH IN CLAUSES "(A)" AND "(C)" OF THIS SECTION 10 SHALL NOT APPLY TO LIABILITY FOR DEATH, PERSONAL INJURY OF A PHYSICAL NATURE OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY VERIFONE'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE PARTIES EXPRESSLY AGREE THAT THE PRODUCTS ARE NOT CONSIDERED TO BE GOODS FOR USE PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, OR CONSUMER GOODS. NO ACTION MAY BE BROUGHT OR ARBITRATION DEMANDED AT ANY TIME MORE THAN TWELVE MONTHS AFTER THE FACTS OCCURRED GIVING RISE TO THE CAUSE OF THE ACTION, EXCEPT FOR ACTIONS FOR NON-PAYMENT. THE FOREGOING STATES THE ENTIRE LIABILITY OF VERIFONE WITH REGARD TO THIS AGREEMENT AND THE PRODUCTS. THE LIMITATIONS OF LIABILITY CONTAINED IN SECTIONS 8 AND 9 ABOVE AND THIS SECTION 10 ARE A FUNDAMENTAL PART OF THE BASIS OF VERIFONE'S BARGAIN HEREUNDER, AND VERIFONE WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.

SECTION 11. DEFAULT AND TERMINATION

If any of the following circumstances occur, Customer shall immediately pay to Verifone all amounts owing to Verifone under this Agreement, and Verifone shall have the right to terminate this Agreement by giving notice to Customer:

- A. Customer fails to perform any of its obligations under or otherwise breaches Section 5 or 6 above;
- B. Customer fails to pay when due any sum owing hereunder, and such failure continues for ten (10) days after the date when due;
- C. Customer fails to perform any of its obligations hereunder or otherwise breaches any term or condition herein (other than

any failure to perform any of its obligations under or breach of Sections 5 and 6 above and the payment of money) and such failure continues for a period of twenty (20) days after receipt by Customer of notice from Verifone specifying such default; or

- D. A material change occurs in the ownership of Customer's capital stock (if Customer is a corporation) or Customer's partnership interests (if Customer is a partnership), as reasonably determined by Verifone.

SECTION 12. ANTI-BRIBERY

Each party shall, and shall ensure that its subsidiaries, owners, officers, directors, employees, partners, subcontractors, agents and representatives (collectively, the "**Related Entities**"), fully comply with all applicable laws and regulations in connection with this Agreement, including all applicable anti-corruption and anti-bribery laws, including the United States Foreign Corrupt Practices Act of 1977 (the "**FCPA**") and the UK Bribery Act 2010 (the "**Bribery Act**"). Without limiting the generality of the foregoing obligation, each party specifically understands and agrees that it shall not, and shall take reasonable measures to assure that the Related Entities shall not, make, authorise, offer or promise to make or give any money or any other thing of value, directly or indirectly, to any government official or employee, political party or candidate for political office, or any other person for the purpose of securing any improper or unfair advantage or obtaining or retaining business in connection with the activities contemplated hereunder. Any breach or violation of any provision contained in this section 12 by any party shall entitle the other party/parties to terminate this Agreement by written notice with immediate effect. Each party represents and warrants that it has not committed has no information, reason to believe, or knowledge of any Related Entities having committed or intending to commit, any violation of the FCPA or Bribery Act or any act or omission which could cause any party to be in violation of the FCPA or Bribery Act with respect to any activities related to this Agreement or their business.

SECTION 13. EXPORT CONTROL LAWS

A. The Customer understands that the United States and other countries may place export controls on certain Verifone products and services, Verifone software and Verifone technology, pursuant to the United States Export Administration Regulations and various sanctions regulations administered by the US Department of Treasury, Office of Foreign Assets Control, that prohibit the exportation or sale of such Products, services, software or Verifone technology directly or indirectly through third parties, to certain sanctioned or prohibited countries, entities, individuals and end-users (the "**Export Control Laws**"). The Customer that it shall sell only in the authorized territory and shall not export, reexport, or transfer such Products, services, software or Verifone technology in violation of such applicable Export Control Laws. The Customer acknowledges that Products, services, software or Verifone technology may not, in the absence of any required government authorization, be used by or exported or reexported to: (i) any sanctioned or embargoed country, or to nationals or residents of such countries; (ii) any restricted end-user as identified on an applicable government end-user list; (iii) any party where the end-use involves nuclear applications, chemical/biological weapons, rocket systems, or unmanned air vehicles.

B. In the exercise of its rights and the performance of its obligations hereunder, the Customer shall comply strictly with all applicable provisions and requirements of the Export Control Laws with respect to the Verifone products and services, Verifone software and Verifone technology and Confidential Information, and the Customer shall not export, re-export, transfer, divert or disclose any of the Products, services, software, Verifone technology or Confidential Information, or any direct product thereof, directly or indirectly, to, or for use in, any country restricted pursuant to Export Control Laws, or to any national thereof, without the prior written authorisation of Verifone and the United States Department of Commerce.

C. The Customer certifies that none of the Verifone Products, services, software, Verifone technology and Confidential Information, and no direct product thereof, will be resold, sub-licensed or otherwise made available for use, directly or indirectly, in connection with the design, development, production, storage, handling or use of any nuclear, chemical or biological weapons or any ballistic missiles, without the prior authorisation of the United States government.

- D. Each party undertakes:
 - a. contractually to oblige any third party to whom it

discloses or transfers any such Confidential Information or any Verifone products, services, Verifone software or Verifone technology to make an undertaking to it in similar terms to the one set out in section 13 C. above; and

- b. if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

SECTION 14. WEEE COMPLIANCE

Verifone shall be responsible for financing the treatment, recovery and environmentally sound disposal of

(a) all WEEE from users other than private households (as per the Waste Electrical and Electronic Equipment Regulations 2013) considered arising or deriving from the Products placed on the market after 13 August 2005; and

(b) all WEEE arising or deriving from products from users other than private households (as per the Waste Electrical and Electronic Equipment Regulations 2013) placed on the market prior to 13 August 2005 where such products are to be replaced by the Products and the Products are of an equivalent type or are fulfilling the same function as those they are replacing.

The Customer shall:

- (a) either return the Product to Verifone for environmental disposal; or
- (b) dispose of the Product at their cost via a certified WEEE disposal company, and provide Verifone with a certificate of disposal.

Verifone shall be responsible for all transport and/or postage costs and expenses arising from and relating to the Customer's obligations in the Section 5

The Customer shall not incur any costs under this Section 5 without first informing Verifone of the amount.

The Customer shall not dispose of any WEEE through municipal waste streams. The Customer shall indemnify and hold harmless Verifone for any losses, claims or damages directly or indirectly suffered by Verifone as a result of a Customer's disposal of WEEE in municipal waste streams. Verifone can advise customers of its approved recycling partners on request.

SECTION 15. GENERAL

A. FURTHER ASSURANCES. At any time upon the request of Verifone, Customer shall promptly and duly execute and deliver any such further instruments and documents and take such further action as Verifone may reasonably deem desirable to obtain the full benefits of this Agreement. Customer hereby irrevocably appoints Verifone as its attorney-in-fact (which appointment is coupled with an interest) for the purpose of executing any documents necessary to perfect or to continue the security interest granted in Section 6(A) above. Customer authorizes Verifone to file a carbon, photographic or other reproduction of this Agreement as a financing statement.

B. GOVERNING LAW
This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

C. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof shall be unaffected and remain in full force and effect.

D. MODIFICATIONS. Verifone may unilaterally modify, amend, supplement or otherwise change this Agreement upon at least ten (10) days prior written notice to Customer. Any such future modification, amendment, supplement or other change (a "Change") shall apply only with respect to orders accepted after the effective date of such Change. As used herein, the term "Agreement" shall include any such future Change. Without

limiting the generality of the foregoing, Verifone may establish terms and conditions which apply to one or more particular Products (including without limitation "shrink wrap" license agreements for software products), and in this event, such terms and conditions shall, with respect to the Products addressed therein, supersede this Agreement.

E. ASSIGNMENTS. No right or obligation of Customer under this Agreement shall be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without the prior express written consent of Verifone, and any attempt to assign, delegate or otherwise transfer any of Customer's rights or obligations hereunder, without such consent, shall be void. Subject to the preceding sentence, this Agreement shall bind Customer and its permitted successors and assigns. Notwithstanding anything to the contrary herein, Verifone may assign this Agreement or any of its rights or obligations hereunder, including without limitation engaging subcontractors to perform any of its obligations under this Agreement.

F. WAIVERS. All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right herein.

G. EQUITABLE REMEDIES. The parties agree that any breach of Section 6 or 7 above would cause irreparable injury to Verifone for which no adequate remedy at law exists; therefore, the parties agree that equitable remedies, including without limitation injunctive relief and specific performance, are appropriate remedies to redress any breach or threatened breach of Section 6 or 7 above, in addition to all other remedies available to the parties.

H. RIGHTS AND REMEDIES. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently, and shall not be deemed exclusive except as provided in Sections 8 and 9 above. If any legal action is brought to enforce any obligations hereunder, the prevailing party shall be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive. This Agreement is not intended to provide any rights or remedies to any person or entity other than Verifone and Customer and their respective permitted successors and assigns (if any).

I. FORCE MAJEURE. Verifone shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, acts of God, shortages of materials, transportation delays, fires, floods, labor disturbances, riots or wars.

J. CONSTRUCTION AND SURVIVAL. The headings and subheadings contained herein shall not be considered a part of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, Sections 1, 2(A), 2(C), 2(E), 3, 4, 5(C), 5(D), 6, 7, 8, 9, 10, 12, 13, 14 and 15 of this Agreement shall survive the purchase and sale of the Products hereunder and/or any expiration or termination of this Agreement.

K. NOTICES. Any notice or communication permitted or required hereunder shall be in writing and shall be delivered in person or by courier, sent by electronic facsimile (fax), or mailed by certified or registered mail, postage prepaid, return receipt requested. If notice is given in person, by courier or by fax, it shall be effective upon receipt; and if notice is given by mail, it shall be effective three (3) business days after deposit in the mail.

L. RELATIONSHIP BETWEEN PARTIES. Nothing contained in this Agreement shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent or other representative of the other party hereto, except as provided in Section 15(A) above. Furthermore, nothing contained in this Agreement shall be construed to constitute Customer as an exclusive purchaser or distributor of the Products in any respect.

M. PUBLICITY. Verifone may issue a press release, or the parties may mutually agree to issue a joint press release, regarding this Agreement and the transactions contemplated hereby. The form and content of such press release shall be as mutually agreed by the parties. Except for the foregoing, neither party shall issue any press release regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other party.

N. GOVERNMENT END USERS. All software contained in the Products, any Software and any documentation provided by Verifone are provided with "RESTRICTED RIGHTS" applicable to private and public licenses alike. Without limiting the foregoing, use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 2520227-7013 (c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19 or FAR 52.227-14, as applicable. If Customer is a reseller, Customer will provide any such software and documentation to U.S. Government end users with only those rights as are granted to all other end users pursuant to the terms and conditions herein. In the event that Customer receives a request from any agency of the U.S. Government to provide Products or Software with rights beyond those set forth herein, Customer will notify Verifone of the scope of rights requested and the agency making such request and Verifone will have five (5) business days, in its sole discretion, to accept or reject such request.