

General Terms and Conditions Bovertis B.V.

Article 1 Definitions

1. Bovertis B.V. is a private limited company that has the objective of developing POS systems, payment solutions, hardware, software and support for hardware and software.

In these general conditions the following definitions apply:

2. *Client*: the legal entity or the partnership of legal entities or the intermediary or representative acting on its behalf who uses the Services of Bovertis B.V. and instructs Bovertis B.V. to provide Services as referred to in paragraph 4.
3. *Agreement*: the legal relationship between Bovertis B.V. and the Client, all this in the broadest sense.
4. *Services*: all products supplied and services provided to Client by Bovertis B.V. and/or third parties engaged by Bovertis B.V., including ICT services, as well as all other activities performed by Bovertis B.V. on behalf of the Client, of whatever nature, carried out in the framework of an assignment, including activities not carried out on the explicit request of the Client.
5. *Service Level Agreement*: the document in which the quality of the Services provided is described between Bovertis B.V. and the Client.
6. *Website*: the Website www.bovertis.nl.

Article 2 Applicability of the General Terms and Conditions

1. The General Terms and Conditions apply to all Agreements concluded between the Client and Bovertis B.V. under which Bovertis B.V. offers services or supplies products.
2. Deviations from the General Terms and Conditions are only valid if expressly agreed in writing with Bovertis B.V.
3. The applicability of the Client's purchase conditions or other terms and conditions are expressly rejected, unless expressly agreed otherwise in writing.
4. The General Terms and Conditions also apply to additional or amended assignments of the Client.

Article 3 The Agreement

1. All offers on the Website are non-binding, unless expressly stated otherwise.
2. The Client can contact Bovertis B.V. via the Website, email or telephone for one of the Services offered. Bovertis B.V. will consult with the Client about his expectations and can then make an offer that will be sent by letter or by email. The Agreement does not come into effect until the offer is signed or by means of an order confirmation.
3. The offer drawn up by Bovertis B.V. has an acceptance period of 30 days, unless otherwise agreed.
4. If Bovertis B.V. sends a confirmation to the Client, this will be decisive for the content and interpretation of the Agreement, subject to obvious errors in writing. Bovertis B.V. cannot be held to its offer if the Client can reasonably understand that the offer, or a part thereof, contains an obvious mistake or error in writing.
5. If the Client makes notes or responds to Bovertis B.V.'s offer, they will not form part of the Agreement, unless Bovertis B.V. confirms this in writing.
6. An assignment by the Client that has not been preceded by a written offer requires written acceptance by Bovertis B.V.

Article 4 Execution of the Agreement

1. Bovertis B.V. shall undertake to perform the Services to the best of its knowledge and ability and in accordance with the requirements of good workmanship, and also, as far as possible, in accordance with the agreements laid down in writing.
2. Bovertis B.V. has the right to have third parties carry out certain work.
3. Bovertis B.V. shall exercise due care when engaging third parties and shall consult with the Client in the selection of these third parties, to the extent reasonably possible and customary in the relationship with the Client. The costs of engaging these third parties shall be borne by the Client and shall be charged by Bovertis B.V. to the Client.
4. The Client shall ensure that all data which Bovertis B.V. indicates are necessary or which the Client should reasonably understand to be necessary for the execution of the Agreement are provided to Bovertis B.V. in a timely manner. If Bovertis B.V. is not timely provided with the information required for the execution of the Agreement, Bovertis B.V. has the right to suspend the execution of the Agreement and/or to charge the extra costs resulting from the delay at the then customary rates to the Client.
5. The Client shall ensure that Bovertis B.V. is able to perform its Services in a timely and proper manner. If the Client does not comply with its agreements in this respect, it is obliged to compensate the resulting damage.
6. If a term has been agreed or specified for the performance of the Services, this shall never be a strict deadline. If a term is exceeded, the Client must give Bovertis B.V. written notice of default. Bovertis B.V. must be given a reasonable period in which to still execute the Agreement.

Article 5 Amendment of the Agreement

1. If, during the execution of the Agreement, it appears that it is necessary to amend or supplement the Agreement in order to ensure its proper execution, Bovertis B.V. and the Client will proceed to amend the Agreement in a timely manner and in mutual consultation.
2. If the Agreement is amended, including an addition, it is an additional assignment. A separate agreement on the remuneration of this additional assignment will be made in advance. Without an additional offer, the original conditions apply, whereby the extra Services are paid for at the agreed rate.
3. Not or not immediately executing the amended Agreement does not constitute a breach of contract by Bovertis B.V. and does not constitute a ground for the Client to terminate or dissolve the Agreement.
4. Amendments to the originally concluded Agreement between Bovertis B.V. and the Client are only valid from the moment that these amendments have been accepted by both parties by means of an additional or amended Agreement. This amendment shall be made in writing.

Article 6 Suspension, dissolution and early termination of the Agreement

1. Bovertis B.V. shall be entitled to suspend the fulfilment of its obligations or to dissolve the Agreement if the Client fails to fulfil its obligations under the Agreement or fails to do so in full or in time, or if Bovertis B.V. has good reason to fear that the Client will fail to fulfil its obligations under the Agreement.
2. Furthermore, Bovertis B.V. shall be entitled to dissolve the Agreement if circumstances arise which are of such a nature that fulfilment of the Agreement is impossible or unaltered maintenance of the Agreement cannot reasonably be required.

3. If the Client fails to fulfil its obligations under the Agreement and this failure to fulfil its obligations justifies termination, Bovertis B.V. shall be entitled to terminate the Agreement immediately and with immediate effect without any obligation on its part to pay any compensation or indemnification, while the Client is obliged to pay compensation or indemnification on the grounds of breach of contract.

Article 7 Cancellation

1. Cancellation of the Agreement after signing the offer is not possible.

Article 8 Costs, remuneration and payment

1. All amounts mentioned in the offer are in euros and exclusive of VAT, unless stated otherwise.
2. Bovertis B.V. has the right to correct obvious errors in writing in the quotation.
3. Interim price changes will be passed on to the Client.
4. Payment is made by bank transfer.
5. The Client is obliged to inform Bovertis B.V. immediately of any inaccuracies in the stated or provided payment details.
6. If the Client fails to pay an invoice in a timely fashion, the Client will be in default by operation of law, without any further notice of default being required. In that case, the Client will owe the statutory interest. The interest on the amount due and payable will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.
7. If Bovertis B.V. decides to collect a claim for non-payment of one or more unpaid invoices by legal means, in addition to the principal sum due and the interest referred to in Article 8.6, the Client shall also be obliged to reimburse all judicial and extrajudicial costs reasonably incurred. The compensation of judicial and extrajudicial costs incurred will be determined in accordance with the then applicable Extrajudicial Collection Costs (Fees) Decree.

Article 9 Guarantees

1. Bovertis B.V. does not give any guarantees regarding the Services provided. Bovertis B.V. will make every effort to rectify the errors as quickly as possible in accordance with the agreements laid down in the Service Level Agreement.

Article 10 Liability

1. The Client is responsible for providing correct and representative data and information required for the execution of the Agreement. Bovertis B.V. is not liable for damage, including on the basis of a wrong assignment, if the Client has provided incorrect, non-representative or irrelevant information.
2. Bovertis B.V. is not liable for errors or omissions of third parties engaged by it. By making use of the Services of Bovertis B.V., the Client grants Bovertis B.V. the authority, if a third party engaged by Bovertis B.V. wishes to limit its liability, to accept this limitation of liability also on behalf of the Client.
3. Bovertis B.V. is not liable for indirect damage, including but not limited to consequential damage.
4. Bovertis B.V. is not liable for any bugs in the software, incorrectly processed financial transactions and the malfunctioning of systems. Of course, Bovertis B.V. will always do its

best to solve problems as quickly as possible in accordance with the Service Level Agreement.

5. Bovertis B.V. is not liable for any errors on the Website.
6. Bovertis B.V. is not liable for failure to comply or to comply in time with the obligations arising from the Agreement, if this is caused by force majeure as referred to in Article 11 of these General Terms and Conditions.
7. The Client indemnifies Bovertis B.V. against claims from third parties, of whatever nature, relating to the Services.
8. If Bovertis B.V. is held liable, it will only be liable for direct damage actually incurred, paid for or suffered by the Client as a result of a demonstrable failure of Bovertis B.V.'s obligations with regard to its Services.
9. The liability of Bovertis B.V. is limited to the amount covered and paid out by the insurer.
10. The limitation of liability as described in this Article does not apply in the event of intent or wilful recklessness on the part of Bovertis B.V.
11. This provision does not exclude liability to the extent that liability may not be limited or excluded by law.

Article 11 Force majeure

1. Force majeure is understood to mean all external causes, through no fault or action of Bovertis B.V., as a result of which timely, complete or correct fulfilment of the Agreement is no longer possible.
2. Force majeure as referred to in the previous paragraph also includes, but is not limited to: non-performance by a third party, illness of staff of Bovertis B.V. itself or of a third party, abnormal weather conditions, disruptions in the supply of water and energy, strikes, serious malfunctions in Bovertis B.V.'s systems, fire, floods, natural disasters, riots, war or any other internal disturbances.
3. In the event of force majeure, performance of the Agreement shall be suspended for as long as the force majeure continues.
4. If the force majeure lasts longer than one month, both parties are entitled to dissolve the Agreement without judicial intervention. In such a case, Bovertis B.V. will reimburse any amounts paid, with a deduction of all costs incurred by Bovertis B.V. in relation to the Agreement.

Article 12 Confidentiality of data

1. Each of the parties guarantees that all information received from the other party which is known or should be known to be of a confidential nature shall remain confidential. The party receiving confidential information shall use it only for the purpose for which it was provided. Information shall in any case be regarded as confidential if it has been designated as such by one of the parties. Bovertis B.V. cannot be held liable if the provision of information to a third party is necessary as a result of a judicial decision, a statutory provision or for the correct execution of the agreement.

Article 13 Intellectual property

1. Bovertis B.V. reserves the rights and powers to which it is entitled by virtue of the Copyright Act.
2. The Client guarantees that no rights of third parties preclude the provision of data to Bovertis B.V. The Client shall indemnify Bovertis B.V. against any action based on the

allegation that such provision, use, adaptation, installation or incorporation infringes any right of third parties.

Article 14 Identity of Boverdis B.V.

1. Boverdis B.V. is registered with the Chamber of Commerce under number 34235648 and has VAT identification number NL815004291B01. Boverdis B.V. has its registered office in (2132 WT) Hoofddorp, Siriusdreef 2.
2. Boverdis B.V. can be reached by email via info@boverdis.nl or via the Website www.boverdis.nl and by telephone on +31 20 514 1750.

Article 15 Applicable law and competent court

1. The legal relationship between Boverdis B.V. and its Client is governed by Dutch law.