

Exhibit A – General Terms & Conditions

A.1 Incorporation by Reference of the Contract For EMVCo Terminal Level 1 Type Approval

The Letter of Approval issued by EMVCo, together with any attachments thereto and these General Terms and Conditions to the Letter of Approval (the "General Terms and Conditions"), (collectively, the "Letter of Approval") incorporate by reference all terms of that certain Contract for EMVCo Terminal Level 1 Type Approval ("Contract for Approval") between you ("IFM Provider") and EMVCo, including, but not limited to, definitions, restrictions on assignment, applicability to successors and assigns, choice of law, choice of venue, prevailing party award of attorneys' fees, and notices. In addition, all terms that survive termination under Section 13.3 of the Contract for Approval shall also survive termination of the Letter of Approval. To the extent that the terms of the Letter of Approval conflict with the terms of the Contract for Approval, the terms of the Letter of Approval shall prevail.

A.2 Term

The Letter of Approval is effective upon dispatch from EMVCo, and is subject to the termination provisions in these General Terms and Conditions and those contained in the Contract for Approval (the "Term").

A.3 Permitted Publicity Regarding Approval

A.3.1 EMVCo Publication of List of IFMs

IFM Provider hereby expressly agrees that EMVCo may publish the identification of the approved IFM and/or Terminal containing IFMs and IFM Provider's contact information in a publicly available list to be maintained by EMVCo. IFM Provider, at its sole expense, shall provide any information necessary to ensure that all such information provided to EMVCo is accurate. In the event the Letter of Approval is terminated, EMVCo will immediately have the right to remove the IFM Provider from such publicly available list.

A.3.2 IFM Provider's Representations Regarding IFM

EMVCo hereby grants IFM Provider a limited permission to represent that its IFM and/or Terminals which contain its IFM are EMVCo Level 1 type approved in its publicity or with documentation accompanying each such IFM and/or Terminal containing IFMs. Such permission is subject to IFM Provider's strict compliance with the terms of this Section A.3.2, as such compliance is judged by EMVCo in its sole discretion. In the event IFM Provider's publicity or documentation does not comply with the terms of this Section A.3.2, in the sole judgement of EMVCo, the limited permission granted herein may be immediately revoked by EMVCo, and IFM Provider, at its sole cost, shall correct, recall and/or destroy all such communications as directed by EMVCo. Any publicity or

Exhibit A – General Terms & Conditions

documentation from IFM Provider stating that its IFM and/or Terminals containing IFMs are "EMVCo Level 1 type approved" may be made and distributed, provided that:

- (a) the complete and correct identification of the IFM and/or Terminal containing IFMs is clearly stated;
- (b) the IFM and/or Terminal containing IFMs has been approved by all regulatory authorities, when such an approval is required by applicable law or regulation;
- (c) IFM provider verifies on an ongoing basis that all individual IFMs and/or Terminals containing IFMs are and will be in conformance with the EMV Specifications, and with the IFM samples upon which EMVCo granted the Letter of Approval;
- (d) the IFM produced by the IFM Provider or its suppliers or agents are materially identical to the IFM samples that were submitted and tested (except for minor changes to the IFM that have no ability to affect compliance with the EMV Specifications);
- (e) all written communications referring to EMVCo approval shall contain the following legend:

"EMVCo approval of the interface module (IFM) contained in this Terminal shall mean only that the IFM has been tested in accordance and for sufficient conformance with the EMV Specifications, Version 3.1.1, as of the date of testing. EMVCo approval is not in any way an endorsement or warranty regarding the completeness of the approval process or the functionality, quality or performance of any particular product or service. EMVCo does not warrant any products or services provided by third parties, including, but not limited to, the producer or provider of the IFM and EMVCo approval does not under any circumstances include or imply any product warranties from EMVCo, including, without limitation, any implied warranties of **merchantability, fitness for purpose, or non-infringement**, all of which are expressly disclaimed by EMVCo. All rights and remedies regarding products and services which have received EMVCo approval shall be provided by the party providing such products or services, and not by EMVCo and EMVCo accepts no liability whatsoever in connection therewith."; and

- (f) the IFM Provider's use of EMVCo's trade name, trademarks, service marks, logos, designs or other indicia of origin strictly complies with Section A.4.5 below.

Exhibit A – General Terms & Conditions

Such permission shall immediately terminate upon the termination or revocation of the Letter of Approval for any reason. IFM Provider shall refrain from any misleading advertisement and shall advise its clients and customers against making misleading statements concerning the approved status of the IFM or Terminals containing the IFM. For the purpose of this clause, a misleading advertisement shall include any statement that may lead a client or customer to believe that the scope of IFM type approval is more broad than stated in the Letter of Approval or is for an IFM that has yet to be approved by EMVCo. IFM Provider shall not make any other statements, disclosures, or representations regarding the approval of the IFM and/or Terminals containing IFMs except as expressly provided by the Letter of Approval.

A.3.3 Label on all Terminal Products

If so required by EMVCo, IFM Provider shall and shall require its suppliers, agents, clients, and customers with respect to all Terminals containing its IFM, to attach a certificate of conformity in the manner and with the content required by EMVCo from time to time.

EMVCo, in its sole discretion, may require a distinctive mark or label, visibly affixed to all Terminals indicating that the IFM has been approved, in which case EMVCo shall provide the template of such label to IFM Provider.

IFM Provider shall advise its suppliers, agents, clients, and customers that the approved status of the IFM shall be void if the product is not installed or serviced according to its guidelines. IFM Provider shall also inform its clients and customers that the approved status of a the IFM cannot be inferred from the approved status of one of its components.

A.3.4 Representations by IFM Provider's Clients and Customers

IFM Provider may permit its clients and customers to make the same statements and representations IFM Provider is authorized to make under the Letter of Approval if and only if IFM Provider takes reasonable steps to insure that such clients and customers adhere to the terms of the Letter of Approval.

A.3.5 Requirements Upon Termination

If the Letter of Approval is terminated for any reason, (i) IFM Provider shall immediately cease any publicity or advertising regarding the Terminal Type approval permitted under this Section A.3, (ii) IFM Provider shall take reasonable steps to insure that its clients and customers cease publicity not in conformance with the Letter of Approval, and (iii) IFM Provider shall take reasonable steps to insure that any label or document associated with a Terminal indicating IFM approval shall be removed or eliminated as soon as reasonably possible by IFM Provider or IFM Provider's suppliers, agents, clients, and customers, if such label or document was required pursuant to Section A.3.3 above.

Exhibit A – General Terms & Conditions

A.4 IFM Provider's Ongoing Requirements

A.4.1 Ongoing Compliance; Certified Quality System

During the Term of the Letter of Approval, IFM Provider shall ensure that (i) all Terminals are produced (A) so that they are materially identical with the IFM samples that were submitted for Type Approval Testing and (B) in conformance with EMV Specifications, and (ii) such IFMs and/or Terminals containing IFMs remain in conformity after installation and maintenance. Any change in the IFM that generates a different behavior of the IFM with respect to the EMV Specifications and IFM Provider's Implementation Conformance Statement, in EMVCo's sole discretion, will be considered a major modification subject to a requirement of new type approval testing, as stated in Section 6.5 of the Contract for Approval.

A.4.2 Change Control

IFM Provider shall keep a record of all changes to the IFM, and shall implement an identification system to properly identify all changes with version numbers or any equivalent method. IFM Provider shall maintain records to trace the serial number of a Terminal to its type version.

A.4.3 Recordkeeping Requirements

A.4.3.1 Generally

IFM Provider shall record, keep, and maintain all records necessary to demonstrate compliance with Section A.4.1 above, and shall require any agents who are involved in the manufacturing of any Terminals to also record, keep, and maintain such records.

A.4.3.2 Complaint Records

IFM Provider and its agents shall record, keep, and maintain records relating to any complaint made by any third party with respect to the IFM or a Terminal. These records shall show clearly and in reasonable detail what problem was encountered and any corrective action undertaken.

A.4.3.2 Other Recordkeeping Requirements

All records made in application of the Letter of Approval, including, but not limited to the Contract for Approval, shall be kept and maintained by IFM Provider.

Exhibit A – General Terms & Conditions

A.4.3.2 Length of Retention of Records; Availability

All records specified in his Letter of Approval shall be maintained for a period of three (3) years following the termination of the Letter of Approval, and shall be available to EMVCo and auditors conducting an audit pursuant to Section A.5.2 below during normal business hours.

A.4.4 Change of Name

IFM Provider shall inform EMVCo promptly in writing of any change in its name, address, the commercial brand name of an approved IFM or the identification system for the Terminals.

A.4.5 Trademark Usage

IFM Provider shall only use EMVCo's trade name, trademarks, service marks, logos, designs or other indicia of origin in strict compliance with EMVCo's trademarks guidelines and usage policies published on the EMVCo website (www.emvco.com), as such may be amended from time to time.

A.5 Monitoring by EMVCo

A.4.5.1 IFM Monitoring by EMVCo

EMVCo retains the right, in its sole discretion, to retest and perform additional tests on the IFM and/or associated devices as described in Sections 2.6 and 2.7 of the Contract for Approval, in which case IFM Provider shall supply the needed samples free of charge if not already available and functioning within the Laboratory's premises, and shall pay the Laboratory (in advance when requested by EMVCo) all expenses related to such testing. EMVCo may choose the samples for such retesting. IFM Provider may not claim or be entitled to receive compensation for any extra costs incurred as a result of such testing and retesting.

A.4.5.2 Audits

Upon thirty (30) days' prior written notice to IFM Provider, EMVCo may conduct an audit of IFM Provider's records and books of account (or records and books of other entities that are producing, installing, or maintaining Terminals) for the purpose of reviewing (i) IFM Provider's recordkeeping procedures with respect to customer complaints, (ii) complaints regarding the IFM or a Terminal, (iii) IFM Provider's conformity with the requirements of Section A.4.1 above, (iv) IFM Provider's records with respect to any changes to the IFM, and (v) any other records or documents required to be maintained under the Letter of Approval or the Contract for Approval. Any such audit shall be conducted (a) in a manner that will not unreasonably interfere with IFM Provider's operations, and (b) by an independent certified

Exhibit A – General Terms & Conditions

public accounting firm that executed a nondisclosure agreement with IFM Provider to protect the confidentiality of IFM Provider's records and other information. EMVCo may conduct an audit under this Section A.5.2 no more than once during any six (6) month period. EMVCo shall pay the auditor's fees for such audit; provided, however, that if any audit reveals IFM Provider is not complying with the terms of the Letter of Approval, IFM Provider shall promptly reimburse EMVCo for all reasonable expenses incurred to conduct the audit.

A.6 IFM Provider's Representations and Warranties

By accepting the Letter of Approval, the IFM Provider represents and warrants that

- (a) IFM Provider possesses full power and authority to enter into the Letter of Approval and to perform its obligations hereunder;
- (b) Upon execution, the Letter of Approval will be a legal, valid, and binding obligation of IFM Provider, enforceable against IFM Provider in accordance with its terms;
- (c) The IFM has been approved by relevant governmental and regulatory authorities, if such approval is required by applicable law; and
- (d) Production of the IFMs and Terminals containing IFMs will conform with EMV Specifications and will be materially identical to the IFMs samples that were submitted and analyzed to generate the Test Results.

A.7 Termination of Type Approval

A.7.1 Grounds for Termination

EMVCo may terminate the Letter of Approval (i) if (A) IFM Provider does not abide by the terms of the Letter of Approval or IFM Provider's manufacturers, distributors, suppliers or agents take any action which, if taken by IFM Provider, would constitute a breach of the terms of the Letter of Approval, as judged by EMVCo in its sole discretion, and (B) IFM Provider does not perform effective corrective actions within five (5) business days after notice from EMVCo; or (ii) if the Contract for Approval is terminated, in which case termination of the Letter of Approval will occur simultaneously with the termination of the Contract for Approval. IFM Provider may immediately terminate the Letter of Approval by giving written notice to EMVCo. If the Letter of Approval is terminated, IFM Provider must reapply for IFM approval as provided in Section A.8 below.

Exhibit A – General Terms & Conditions

A.7.2 Effect of Termination on Contract For Approval

The termination of the Letter of Approval shall not terminate the Contract for Approval unless (i) EMVCo terminates the Contract for Approval under its terms, or (ii) IFM Provider terminates the Contract for Approval under its terms.

A.7.3 Survival

The rights and obligations contained in Sections A.3, A.4, A.6, A.7.3, A.8, A.9, and A.10 shall survive termination of the Letter of Approval.

A.8 Reapplication Following Termination

Before the Letter of Approval is terminated by EMVCo, IFM Provider may apply to EMVCo for a renewal of the IFM approval. Such application will be reviewed by EMVCo only if IFM Provider satisfies the requirements of the Contract for Approval.

If IFM Provider applies for a renewal of the IFM approval, EMVCo retains the right, in its sole discretion, to change these General Terms and Conditions and the Specific Terms and Conditions if EMVCo issues a new letter of approval.

A.9 Assignment

The Letter of Approval may be assigned by IFM Provider upon IFM Provider's merger, consolidation, reorganization, reincorporation, dissolution or sale of all or substantially all of its assets only if the IFM Provider's proposed assignee agrees, in writing, to be bound by the Letter of Approval and the Contract for Approval. Except as stated herein, the Letter of Approval may not be assigned by IFM Provider without the prior written approval of EMVCo, which approval may be withheld for any reason. No consent to or notice of assignment is required in the case of EMVCo's merger, consolidation, reorganization, reincorporation, dissolution or sale of all or substantially all of its assets. EMVCo may freely assign the Letter of Approval for any reason.

Restrictions, if any: _____

_____.