BOI Payment Acceptance | globalpayments

Payment Acceptance Agreement

November 2026

ARTICLE I INTRODUCTION

1.1 The Card Processing Agreement (the " Agreement") between you ("you" or "your")and EVO Payments International GmbH, Irish Branch ("we", "our" or "BOIPA" and, together with you, individually each a "Party" and, collectively, the "Parties") consists of the following documents:

a. the Terms and Conditions (these "Terms");

b. the Customer Summary (including details of the fees agreed by you) together with any supplements thereto;

c. the Customer Operating Instructions;

d. any special conditions relating to the Agreement that are agreed between the Parties from time to time in writing; and

e. all security related documents issued by BOIPA;

all as may be revised, updated and amended by BOIPA from time to time in accordance with Section 13.7 of these Terms. You may request a copy of the Agreement by contacting BOIPA in the manner specified at Article XI of the Agreement.

1.2 Under the terms of the Agreement, we shall provide various card processing services to you based upon your business requirements indicated to BOIPA in your Customer Summary (the "Card Services").

1.3 IF YOU HAVE NOT SIGNED OR OTHERWISE ACCEPTED THESE TERMS YOUR SUBMISSION OF A TRANSACTION TO BOIPA SHALL BE DEEMED TO SIGNIFY YOUR ACCEPTANCE OF THE AGREEMENT AND YOUR INTENTION TO BE BOUND BY THE AGREEMENT.

1.4 Where you hire one or more terminals from us, including any PIN entry devices, the hire terms set out in Terminal Rental Agreement shall apply to that arrangement.

1.5 EVO Payments International GmbH, Irish Branch, trading as BOI Payment Acceptance, is authorised/licensed or registered by the Federal Financial Supervisory Authority in Germany (Bundesanstalt für Finanzdienstleistungsaufsicht) (the "BaFin") - registry available at www.bafin.de. BOIPA is regulated by the Central Bank of Ireland for conduct of business rules.

1.6 You understand that the Agreement sets out the terms and conditions pursuant to which we will provide the Card Services to you, and on which we intend to rely. For your benefit and protection you should read the entire Agreement, including these Terms and each document listed in Section 1.1, carefully If you do not understand any provision of any part of the Agreement, please ask for further information.

1.7 You agree to follow the Customer Operating Instructions, directions and other notices concerning the Agreement.

1.8 You acknowledge and agree that you are bound by the operating rules of Visa, MasterCard, and any other card scheme or organisation covered by the Agreement (each a "Card Scheme") (the applicable rules being the "Card Scheme Rules") from time to time.

1.9 You acknowledge that some of the Card Services to be provided by BOIPA hereunder may be provided by third parties on our behalf. You agree that except for your right to utilise such Card Services in connection with the Agreement, you acquire no right, title or interest in any such services. you further agree that you have no contractual relationship with any third party providing services under the Agreement and that you are not a third party beneficiary of any agreement between BOIPA and such third party. You may not resell the services of any third party providing services under the Agreement to any other Party.

1.10 We shall, in return for the fees specified in the Customer Summary, provide you with the Card Services upon and subject to the provisions of the Agreement.

1.11 We shall provide the Card Services with reasonable care and skill and in accordance with applicable laws, Card Scheme Rules and the Customer Operating Instructions and will provide the following services in relation to the Card Services and this Agreement.

- You can ask us for a copy of your agreement at any time;
- A statement in respect of your activity will be provided or made available to you at least once a month;
- If there is a suspected fraud, security threat or there has been a major operational or security incident which may affect you as our customer, a notification will be sent to you.

1.12. You hereby agree:

a. to the extent required by applicable law or the Card Scheme Rules accept all credit, debit and charge cards set out in the Customer Summary (including any payment devices representing such cards (in physical or digital form) (a "Card") presented by your customers issued with such Card for his/her use for goods delivered or services provided in accordance with the terms and conditions specified in the Agreement and the Card Scheme Rules;

b. to comply fully with all laws, rules and regulations applicable to you and your business;

c. to fulfil completely all of your obligations to each of your customers in respect of goods and services provided by you;

d. to ensure that each transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the Customer Operating Instructions, any notices or bulletins notified to you from time to time, and the Card Scheme Rules related to information security, including without limitation payment card industry data security standards (" PCI DSS") Visa's Account Information Security Programme and MasterCard's Site Data Protection Program (all as amended from time to time) (together with PCI DSS the "Data Security Standards");

e. to pay all amounts owed under the Agreement, including the provision of security or other collateral for your obligations under the Agreement, when requested or required by BOIPA;

f. to satisfy directly with your customers any claim or complaint arising in connection with a transaction, regardless of whether such claim or complaint is brought by your customers, BOIPA, or any other party;

g. that all information provided by you to BOIPA in connection with the Agreement was, at the time it was provided, true and correct in all material respects;

h. (if you are a legal person) you are validly organized and existing under the laws of your country of establishment and have by proper action duly authorized the execution and delivery of the Agreement;

i. to warrant that, in entering into the Agreement, you are acting for the purposes of your business, trade or profession.

ARTICLE II CARD ACCEPTANCE

2.1 You may accept only the Cards specified in your Customer Summary. You will honour, to the extent required by law or the Card Scheme Rules, without discrimination, any Card properly tendered by your customers.

2.2 In the performance hereunder, you shall use solely the POS terminals, payment gateway, and/or software and consumables approved or delivered by BOIPA. Only transactions processed by POS terminals, payment gateway and/or software with a certificate of compliance with BOIPA systems and processed by you in accordance with the terms set forth herein and in the manner provided in the Customer Operating Instructions constitute the basis to settle sums due to you for delivered goods and services.

2.3 You will obtain a prior authorisation for the total amount of a transaction via electronic terminal or device before completing any transaction, and you will not process any transaction that has not been authorised. Authorisations are not a guarantee of acceptance or settlement of the transaction. Authorisations do not waive any provisions of the Agreement or otherwise validate a fraudulent transaction or a transaction involving the use of an expired card.

2.4 You shall accept payment by Card irrespective of the amount of the transaction. You may not divide the amount to be paid for a single product or service into transactions of a smaller value.

2.5 You shall only accept a refund on the same Card as the original transaction and shall not make any refund in cash. If you agreed to make a refund you shall process the refund in accordance with the Customer Operating Instructions and any applicable operating instructions for the POS terminal. You shall not under any circumstances accept money from your customers in return for processing a refund.

2.6 You cannot use a POS terminal or payment gateway for any purposes or business other than those set out in the Agreement. In particular, you cannot use a BOIPA POS terminal or payment gateway to accept payments or reimbursements related to sales by a third party.

2.7 You undertake to accept payments by Cards for goods and services solely in connection with your business activity and in compliance with applicable provisions of law, Card Scheme Rules and the Agreement.

2.8 You agree to keep original POS terminal receipt printouts or paper and electronic documents related to each transaction for 36 months following the transaction date (even after the Agreement is terminated). If BOIPA requests originals or copies of a receipt from you, you shall deliver it then to BOIPA, together with a copy of the cash register receipt printout (blown up to a full page-size) (where applicable), if required you shall also confirm that the goods or services were delivered to your customer.

2.9 You shall properly display emblems stating the brands of Cards accepted. Proper display means placing emblems in a position noticeable to your customers. You do not acquire any intellectual property rights to Card Scheme signs or emblems made available to you by BOIPA in the performance of the Agreement.

2.10 You are not allowed to process transactions for any purposes and activities other than provided for herein, in particular you may not perform transactions behalf of another business entity.

2.11 All transactions are executed in local currency.

ARTICLE III

ADDITIONAL PROVISIONS FOR CARD NOT PRESENT TRANSACTIONS

3.1 Card Not Present ("CNP") transactions (e.g. mail/telephone/facsimile/recurring transactions/internet transactions) should not be undertaken by you unless you have our prior agreement in writing. Undertaking CNP transactions will be solely at your own risk.

3.2 You also accept that recurring transactions using a Card will be solely at your own risk. For each recurring transaction, you are required to obtain a prior written request from your customers for the goods and/or services to be charged to his or her account. The request must be dated and signed by your customer, and must state the amount and frequency of the recurring charge to be made and the duration of time during which the charges can be made.

3.3 You may have an Internet Payment Service Provider or another Payment Service Provider (together a "PSP") process card transactions on your behalf. In order to make this election, your PSP must be accredited by and registered with BOIPA. BOIPA shall either approve or reject your PSP in its sole discretion. In the event that BOIPA approves your PSP, you must not use another PSP, terminate your arrangements with the approved PSP, or change the terms upon which you deal with the approved PSP without BOIPA's prior written agreement.

3.4 You agree to pay any testing and accreditation costs incurred by BOIPA in connection with approving your PSP's solutions.

3.5 You authorise your PSP to provide to BOIPA, and authorise BOIPA to obtain from your PSP, such information as BOIPA may reasonably require in order to provide authorisation for transactions and process payments.

3.6 You acknowledge that, at all times, your PSP is acting as your agent and you are responsible for all acts and omissions of your PSP. You agree to satisfy any claims brought by BOIPA against any losses, Card Scheme fines or charges, directly incurred damages or liability that BOIPA may suffer as a result of acting on your PSP's instructions. You remain fully responsible for paying any fees charged by your PSP and under no circumstances will BOIPA collect these for the PSP or remit them to the PSP before making payment to you.

ARTICLE IV

CHARGEBACKS, REQUESTS AND SUSPICIOUS TRANSACTIONS

4.1 A Chargeback is a transaction challenged by either your customer or the issuer of the Card used by your customer, resulting in funds under the transaction possibly being returned to such customer by you, through BOIPA. You shall be fully liable for all Chargebacks (irrespective of the grounds for such Chargebacks). You will pay BOIPA on demand the full amount of all Chargebacks and any related amounts (including fees and penalties arising from such Chargebacks).

4.2 You are required to make every effort in order to prevent Card fraud, to assist in detecting and uncovering such frauds and to explain, in writing, if requested by BOIPA, the circumstances of executing a transaction with a stolen or counterfeit Card.

4.3 You are required to arrange for special protection against unauthorised access of all documents containing Card details, and to comply with the Data Security Standards which includes the following: a) comply with prohibitions against recording and storing of the content or any elements of the magnetic strip or microchip and data such as CVV2 or CVC2, b) effectively protect against unauthorised access of all Card data stored in your systems or any documents, including printouts from the IT system or POS Terminal, and not register these

Card data for any purposes other than handling the transaction (in exceptional cases part of the Card number can be registered, but it cannot exceed the first six and the last four digits of the Card number), c) regularly check if: - no software or devices were installed or attempted to be installed in your IT system handling the transactions with Cards, in POS Terminal elements or around it, that could be used for unauthorised recording or harvesting of Card data or PIN numbers, - elements of the POS Terminal and other devices used for handling Card transactions were not replaced by unauthorised persons, do not have any traces of having been opened or damaged, and promptly notify BOIPA of any such occurrences, providing all information which could be of use in clarifying the circumstances of the occurrence, d) confirm compliance with the Data Security Standards in the manner required by the International Payment Organizations, appropriate for the number of transactions and the method of their handling by you.

4.5 In the event that BOIPA suspects that you have failed to comply with your obligations referred to in this Article IV, that you are in breach of the Agreement, or that you expose your customers to losses, BOIPA reserves the right to temporarily block your POS terminal or payment gateway on the system, which will result in an inability for you to execute transactions using the functionality which poses the threat. In making the decision to block or disable any functionality, BOIPA shall each time act with a view to mitigating the potential losses which may incur as a result of continued use of the Card Services by you. The functionality will be blocked or disabled for such time as may be required to clarify the situation.

ARTICLE V. DATA PROTECTION

5.1 Data Protection Rules: means collectively all data protection, data security and data privacy requirements imposed by law, including, the Data Protection Act 1988, the Data Protection (Amendment) Act 2003 or other national legislation implementing or replacing the EU Data Protection Directive 95/46/EC, Directive 97/66/EC concerning the processing of personal data and the protection of privacy in the telecommunications sector, Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, and the Privacy and Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulation and all legislation that implements or is enacted in connection with the General Data Protection Regulation and other data protection or privacy legislation in force from time to time in any relevant jurisdiction which is applicable to the provision of services under the Agreement, together with any similar provisions of the Card Scheme Rules, including the Data Security Standards and any regulation and regulatory guidance issued by a competent data protection authority.

(a) You shall, in relation to the provision of Card Services, comply with all applicable Data Protection Rules as they apply to you in your role as data controller. The terms “processing”, “controller” and “processor” shall have the meaning ascribed to them by the Data Protection Rules.

(b) You are the controller, and BOIPA is the processor, in relation to processing of Transaction-related personal data in connection with the provision of Card Services. The data processing activities carried out by BOIPA are as follows:

A. **Subject matter of processing:** Personal data is processed for the purpose of providing Card Services under this Agreement.

B. **Term:** Personal Data is processed for the duration of this Agreement and for periods required under the Data Protection Rules.

C. **Nature and purpose of the processing:** Obtaining, recording, storing and transmitting personal data for the purpose of enabling Transactions.

D. **Types of personal data:** Cardholder data that is necessary to process transactions in the course of providing the Card Services.
E. **Categories of data subject:** Customers who purchase goods or services.

(c) When BOIPA processes such personal data for any purpose other than in connection with the provision of Card Services (including, without limitation, carrying out fraud prevention checks, anti-money laundering checks and use of aggregated data for analysis purposes), BOIPA shall be a controller in respect of such processing.

(d) Where BOIPA is acting as a processor on your behalf BOIPA shall:

(i) subject to your compliance with Section 5(e), only act on instructions from you regarding the processing of personal data, including as permitted under this Agreement and for the purposes of providing the Card Services and to comply with legal requirements in connection with the provision of Card Services;

(ii) comply with BOIPA's security policies and any other security procedures agreed between the parties from time to time which are intended to ensure that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data having regard to the state of the technological development and the cost of implementing the measures, so as to ensure a level of security appropriate to the harm that may result from breach of such measures and the nature of the personal data to be protected;

(iii) maintain all applicable PCI DSS requirements to the extent BOIPA possesses or otherwise stores, processes or transmits cardholder data on your behalf;

(iv) be responsible for the reliability of any of BOIPA's employees or sub-contractors who have access to the personal data provided by you and shall ensure that such employees and sub-contractors are subject to obligations of confidentiality in relation to the personal data processed in connection with the provision of the Card Services;

(v) promptly notify you of any requests made by any data subjects under the Data Protection Rules or enforcement agencies in relation to the processing of personal data so that you may deal with any such request;

(vi) taking into account the nature of the processing undertaken by BOIPA, assist you, in so far as is reasonably and legally possible, in responding to requests from data subjects exercising their rights under the Data Protection Rules; and

(vii) taking into account the nature of the processing undertaken by BOIPA and the information available to BOIPA, assist you, in so far as is reasonably and legally possible, with notification of data breaches to regulators and individuals, with the conduct of data protection impact assessments and with prior consultation with data protection regulators, in each case to the extent that such assistance is legally required under the Data Protection Rules.

(e) You warrant and undertake that any instructions given by you to BOIPA in respect of the personal data where BOIPA is acting as a data processor shall at all times be in accordance with the Data Protection Rules and that compliance with such instructions and the processing of the personal data as permitted by this Agreement shall not result in a breach of the Data Protection Rules by you or BOIPA.

(f) You agree that BOIPA may appoint BOIPA's Affiliates as sub-processors and that both BOIPA and BOIPA's Affiliates may appoint third party sub-processors in connection with the provision of the Card Services, provided in each case that equivalent obligations to those contained in this section 5 are included in a written contract with all sub- processors.

(g) You acknowledge and agree that BOIPA may transfer personal data to countries outside of Ireland, the European Union and/or the European Economic Area including the United States of America in connection with the provision of the Card Services provided that proper precautions to safeguard the security and confidentiality of such data are taken and that all such transfers are compliant with the Data Protection Rules.

(h) Upon request and subject to duties concerning confidentiality BOIPA shall make available to you information regarding BOIPA's compliance with this section 5. Not more than once in any 12 month period you may request an audit to check BOIPA's compliance with this section 5. You shall be responsible for paying the costs of the audit at BOIPA's standard rates. The scope and timing of the audit shall be agreed in advance and any information accessed as a result of the audit shall be subject to the obligations set out respect of confidentiality.

(i) Upon termination of this agreement to the extent that BOIPA holds any personal data on your behalf as a processor you agree that BOIPA shall delete such personal data unless BOIPA is required to retain the personal data to comply with applicable laws or is otherwise authorised by law to retain the personal data.

(j) Articles 5 (b) to (i) above only apply where BOIPA is acting as processor on your behalf and do not apply where BOIPA is acting as controller of personal data.

(k) In handling (i.e. storing, processing or transmitting) sensitive payment data, you will implement security measures in your IT infrastructure as follows:

i. In designing, developing and maintaining internet payment services, you will pay special attention to the adequate segregation of duties in information technology (IT) environments (e.g. the development, test and production environments) and the proper implementation of the "least privilege" principle as the basis for sound identity and access management.

ii. You will have appropriate security solutions in place to protect networks, websites, servers and communication links against abuse or attacks. You will strip servers of all superfluous functions in order to protect (harden) them and eliminate or reduce vulnerabilities of applications at risk. Access by the various applications to the data and resources required shall be kept to a strict minimum following the "least privilege" principle. In order to restrict the use of "fake" websites, transactional websites offering internet payment services shall be identified by extended validation certificates drawn up in your name or by other similar authentication methods.

iii. You will have appropriate processes in place to monitor, track and restrict access to: (aa) sensitive payment data, and (bb) logical and physical critical resources, such as networks, systems, databases, security modules, etc. You will create, store and analyse appropriate logs and audit trails.

iv. In designing, developing and maintaining internet payment services you will ensure that data minimisation is an essential component of the core functionality: the gathering, routing, processing, storing and/or archiving, and visualisation of sensitive payment data is kept at the absolute minimum level.

v. Security measures for internet payment services will be tested under the supervision of your risk management function to ensure their robustness and effectiveness. All changes are subject to a formal change management process ensuring that changes are properly planned, tested, documented and authorised. On the basis of the changes made and the security threats observed, tests are repeated regularly and include scenarios of relevant and known potential attacks.

vi. Your security measures for internet payment services will be periodically audited to ensure their robustness and effectiveness. The implementation and functioning of internet payment services will also be audited. The frequency

and focus of such audits should take into consideration, and be in proportion to, the security risks involved. Trusted and independent (internal or external) experts carry out the audits. They are not involved in any way in the development, implementation or operational management of the internet payment services provided.

vii. Whenever you outsource functions related to the security of internet payment services, the principles and recommendations of the Final Guidelines on the Security of Internet Payments published by the European Banking Authority shall be complied with.

(l) BOIPA shall immediately inform you if, in its opinion, an instruction given or request made pursuant to this Article V infringes Data Protection Rules.

5.2 Notwithstanding the above, you agree that the personal data mentioned above are used, processed and disclosed by BOIPA and its Affiliates for the following purposes: (i) in order to comply with Card Scheme Rules or the Data Security Standards requirements, (ii) in order to comply with court judgments, (iii) in order to offer or sell you their services, services of their Affiliates or services of third parties, if such services are connected with services performed under the Agreement, (iv) credit assessment, management, audit, compliance, customer service, and administrative purposes, (v) to prevent crime, verify identity, recover debt and to meet BOIPA's legal and Card Scheme Rule compliance obligations. You accept and agree that the personal data may be transferred or processed by staff operating outside of the European Economic Area in connection with any of the purposes mentioned above while observing the rules set out in the Data Protection Rules. Whether it is processed in the United Kingdom, or elsewhere, BOIPA shall ensure that an adequate level of protection is given to your information and in any event, protected in accordance with Data Protection Rules.

5.3 From time to time we may make reasonable changes to the way we use your information. We shall provide you with reasonable notice of such changes. If you do not object to a change within sixty days, you shall be deemed to consent to that change.

5.4 You acknowledge and agree that one or more credit reference agencies may link you and anyone with whom you have a joint account or similar financial association, creating a "financial association." Each party's information may be taken into account in future applications until one of you successfully files a "notice of disassociation" at the credit reference agencies. You confirm that you have obtained the consent of any joint account holder to share such information.

5.5 We may make periodic searches of, and provide information about you to, credit reference agencies, fraud prevention agencies, Card issuers, Card Schemes, and our affiliates to manage decisions about our relationship with you. Such information may be used by other credit providers to take decisions about you and your financial associates.

ARTICLE VI FEES

6.1 In consideration of the Card Service provided by BOIPA under the Agreement, you must pay BOIPA the fees (exclusive of VAT and any other relevant taxes) set out in detail in the Customer Summary and in addition to paying such sums you shall pay such taxes set out in any invoice.

6.2 BOIPA may change the fees (and composition of such fees) on your Customer Summary by notifying you in writing (pursuant to Article XI or by inclusion in a message on your invoice or in one of BOIPA's regular publications) at least two (2) months before the changes take effect. Where BOIPA exercises its right to change the fees, you will be deemed to have accepted the

change and it will take effect automatically in accordance with the notice provided unless you tell BOIPA that you do not accept the change before it comes into effect. If you notify BOIPA before the change comes into effect that you do not accept the change BOIPA will treat this as notice from you to terminate the Agreement. If you are an Interchange Plus Plus customer any changes in Card Scheme fees or other costs charged by the Card Schemes to BOIPA will be automatically passed on to you and will not constitute a change or amendment to the terms of this Agreement. BOIPA shall take commercially reasonable endeavours to give you two (2) months' notice of such change.

6.3 All such payments to be made by you under the Agreement are, unless otherwise stated, exclusive of VAT and any other relevant taxes. All payments made to BOIPA under the Agreement must be made in Euro.

6.4 You must maintain a bank account with a financial institution acceptable to BOIPA (not to be unreasonably withheld) for the purpose of receiving payments due from BOIPA (the "Account"). Any Account to which credits are made hereunder must be in your name.

6.5 Prior to the commencement of the Card Services you will execute in favour of BOIPA a direct debit mandate in respect of the Account authorising your bank to pay on presentation all requests for any amounts due under the Agreement.

6.6 All amounts due pursuant to the Agreement are due and payable within 5 business days of incurrence.

6.7 In relation to SEPA Core Direct Debit Collections, You hereby (a) authorize EVO to provide instructions to your bank to debit your Account and (b) authorize your bank to debit your Account in accordance with instructions from EVO.

6.8 You hereby confirm to EVO that you are not a "consumer", a "micro-enterprise" or a "charity" for the purposes of The Payment Services Regulations 2009 (PSR) and agree that (a) your right to a refund for any authorised SEPA direct debit in connection with amounts due pursuant to this Agreement shall extend only to such refund rights as you may have under the PSR and shall not extend to any other right to a refund otherwise arising under the rules of the SEPA Core Direct Debit Scheme, in any direct debit mandate given by you to EVO in relation to the SEPA Core Direct Debit Scheme or in any terms of business issued by your bank from time to time; and (b) in respect of any authorised SEPA direct debit which has been paid by your bank in connection with amounts due or paid pursuant to this Agreement, your bank is authorised to reject any refund requests from you in respect of such SEPA direct debit other than in the circumstances described in (a) above.

6.10 The authorisation, confirmation and agreement set out in paragraphs 6.5.3 and 6.5.4 above apply to SEPA direct debits using the IBAN(s) provided by you to when entering into the Agreement.

6.11 If any type of overpayment to you or other error occurs, you hereby authorise BOIPA to debit or credit your Account accordingly.

6.12 If your Account does not contain sufficient funds, you agree to remit the amount owed directly to BOIPA within three (3) days of demand. You agree not to, directly or indirectly, prevent, block or otherwise preclude any debit by BOIPA or your financial institution to your Account which is permitted hereunder.

6.13 You must give BOIPA at least one (1) months' notice in writing if you intend to change the Account or substitute another account. Any Account change is subject to BOIPA's prior written

approval. If you substitute your Account or change your Account to another financial institution, BOIPA may require you to execute a new direct debit mandate.

ARTICLE VII SETTLEMENT

7.1 Subject to Sections 7.6 and 7.7, BOIPA undertakes to cause the transfer of the amounts due to you, within the time limits agreed to by the Parties and specified in the Customer Summary and/or Customer Operating Instructions applicable hereto.

7.2 You hereby agree to have the amount due to you as a result of the settlement of transactions reduced by us, acting reasonably, by: (i) any unpaid fees or amounts otherwise due under the Agreement, in particular Chargebacks and returns, (ii) any costs (e.g. penalties, fine, assessments) imposed on BOIPA by the Card Schemes as a result of your processing of transactions under the Agreement, (iii) any costs (e.g. penalties, fines, assessments) imposed on BOIPA by the Card Schemes as a result of any Data Security Standards or Card Scheme Rule violations attributable to you, and (iv) any other amounts payable as specified in the Agreement.

7.3 You hereby agree to have the amount available to you as a result of the settlement of transactions reduced by fees other than referred to in Section 7.2 hereinabove (i.e. fees due to BOIPA from you under separate agreements executed by BOIPA and you).

7.4 If the payable fees, commissions and other amounts referred to in Sections 7.2 and 7.3 exceed the amount due in respect of the settlement of transactions, then BOIPA may, acting reasonably, set- off such deficiency with funds to be transferred to you in accordance with Section 7.1 in the next settlement or BOIPA may either account for the reminder of such fees, commissions and other amounts due in the next settlement or may debit the amounts owed in accordance with the Agreement.

7.5 A financial document and/or an invoice for the fees referred to in Article VI covering any given month shall be issued to you by BOIPA. BOIPA shall endeavour to include each fee in an invoice to be sent on or about the 1st day of the month following the month for which the fees, commissions and other amounts are due. The fees referred to in Sections 7.2 and 7.3 may be set-off systematically with amounts due to you in respect of the settlement of transactions.

7.6 BOIPA reserves the right to withhold the payment due to you referred to in Section 7.1 hereinabove in the following cases: (i) suspicions arise that any transaction may be inconsistent with the provisions of the Agreement, including the Customer Operating Instructions, or the Card Scheme Rules, (ii) it has reservations about the validity and accuracy of transactions, (iii) there are amounts owed by you under the Agreement, (iv) a Chargeback or other similar item has been filed, (v) BOIPA needs to secure your obligations under the Agreement by establishing a Reserve Account, or (vi) court proceedings have been initiated with an aim to forbid BOIPA to transfer such funds.

7.7 Payments may be withheld until the time that BOIPA determines, in its sole discretion, that the transaction is not suspicious and no risk of loss exists. BOIPA shall notify you of each such instance.

7.8 In addition, BOIPA reserves the right to refuse to cause the transfer of the payable amount referred to in Section 7.1 to your Account if: (i) the transactions is found to be inconsistent with the provisions of the Agreement, the Card Scheme Rules, the Customer Operating Instructions or provisions of law, (ii) the transaction is rejected by the issuer of a Card, (iii) there are amounts owed by you under the Agreement or other agreements with BOIPA, (iv)

when a Chargeback, return or Card Scheme fine, fee or penalty, or other similar item has been initiated or assessed against you, (v) when BOIPA needs funds to secure your obligations under the Agreement, or (iv) when court proceedings have been initiated with an aim to forbid BOIPA to transfer the funds. When such amount was actually paid before its withholding for reasons specified hereinabove, BOIPA shall be entitled to give instructions to your financial institution to debit your nominated bank account or to set-off the amount with current payments in accordance with Section 7.4.

ARTICLE VIII INDEMNITY & LIABILITY

8.1 Subject to the provisions in this Article VIII, to the extent permitted by applicable provisions of law, BOIPA shall be liable towards you for actual losses incurred in the performance of the Agreement as a result of BOIPA's actions or omissions, except for lost profits.

8.2 BOIPA will not be liable for any delay or failure to carry out BOIPA's obligations under this Agreement if and to the extent that such failure:

a. is due to circumstances beyond BOIPA's reasonable control (or that of our agents or sub- contractors); or

b. is due to BOIPA's obligations under applicable laws; or

c. is due to your failure to provide complete and/or correct data to BOIPA.

8.3 Notwithstanding the grounds of BOIPA' liability, BOIPA's total liability towards you in respect of any and all events, actions or omissions that occurred in any given month shall not exceed the total fees paid by you to BOIPA under the Agreement (exclusive of interchange fees, assessments, and any other fees incurred on behalf and to the benefit of you or costs that are imposed by a Card Scheme or a third party in connection with your payment processing) in the month directly preceding the month in which such events, actions or omissions occurred.

8.4 Under no circumstances shall BOIPA be liable to you for any special, consequential or indirect loss/damages, loss of business, goodwill, data or loss of profit, revenue or anticipated savings whether direct or indirect, lost interest, or for punitive or exemplary damages arising out of or relating in any way to the Agreement, including but not limited to, damages arising out of proper placement of your name on any terminated merchant list for any reason, even if BOIPA has been advised of the possibility of such damages. You further acknowledge and agree that such exclusion regarding any special, consequential or indirect loss, loss of business, goodwill or loss of profit whether direct or indirect, lost interest, or for punitive or exemplary damages arising out of or relating in any way to the Agreement expressly does not include any amount owed by BOIPA to a third party which is incurred as a result of any action or omission of you under the Agreement.

8.5 Without prejudice to either Party's rights to terminate the Agreement, your sole remedy at law, in equity or otherwise in respect of any claim against us shall be limited to damages.

8.6 You acknowledge and agree that, given the nature of the Card Services, the availability to you of suitable alternative payment methods for your customers and your ability to choose other providers of services similar to the Card Services before entering into the Agreement, the limitations on liability contained in this Article VIII are reasonable in all of the circumstances and that the fees have been calculated taking into account such limitations (which would be

higher but for such limitations) and accordingly you have accepted the risk of any losses which you may suffer because of the limitations on our liability in this Article VIII.

8.7 Nothing in this Article VIII shall operate to exclude or restrict our liability for fraud or deceit or death or personal injury resulting from our negligence or as may otherwise be prescribed by applicable law.

8.8 No Party shall be liable for any failure to perform the obligations arising from the Agreement if such failure is caused by force majeure (any sudden event incapable of being predicted on the day of signing the Agreement and beyond control of the Parties, in particular strikes, natural disasters, governmental actions, riots, war, etc.), provided that no such force majeure event will excuse you from (i) complying with the Card Scheme Rules or (ii) paying the fees or any other amounts due to BOIPA under the Agreement. In particular, BOIPA shall not be liable for actions of third parties, including, in particular, issuers of the Cards, telecom service providers, whose actions shall be treated as a force majeure for the purpose of the Agreement.

8.9. You shall be fully liable for and hereby indemnify and keep indemnified BOIPA on demand for any losses incurred by BOIPA or any member of its group may suffer or incur as a result of or in connection with:

8.9.1. any non-compliance of the person handling a transaction with the Card acceptance procedures determined in the Customer Operating Instructions;

8.9.2. any regulatory fines arising from a breach by you of the Agreement or any law or regulation; and,

8.9.3. any fine, assessment, fee or penalty levied by a Card Scheme on BOIPA or any member of its Group

8.10. You will hold harmless and indemnify BOIPA, its employees and agents (i) against all claims by third parties arising out of the Agreement or the transactions contemplated hereby, and (ii) for all attorneys' fees and other costs and expenses paid or incurred by BOIPA in the enforcement of the Agreement, including but not limited to those resulting from any breach by you of the Agreement and those related to any insolvency proceeding instituted by or against you.

ARTICLE IX

TERM AND TERMINATION OF THE AGREEMENT

9.1 The Agreement will continue for the fixed term (if any) shown in your Customer Summary. If there is no fixed term specified, the Agreement will continue for an initial term of one (1) year. After the fixed or initial term, the Agreement shall be automatically extended for successive one (1) year periods on the same terms and conditions expressed herein, or as may be amended. Each Party may terminate the Agreement at any time for any reason subject to two month's written notice to the other Party and no additional fee for early termination of this Agreement by you will apply after the first six (6) months from the effective date.

9.2 Without prejudice to any other rights and remedies set out in the Agreement, or any applicable laws, BOIPA reserves the right to immediately terminate the Agreement in the following circumstances:

a. it is determined or suspected that any fraud or misconduct was committed by you, in particular when you accept payments with stolen, lost or counterfeit Cards, or when such determination is made by other acquirers;

b. you are deleted from the commercial register kept by the respective court, your trade licenses are terminated, or you become insolvent or steps are taken for your liquidation, provisional liquidation, winding up, bankruptcy, receivership, reorganization, administration or dissolution;

c. you violate any provision of the Agreement;

d. you do not consent to any amendment to the Agreement, including any fees or Customer Operating Instructions, as provided for in Section 13.7;

e. you provide false data in connection with the execution or performance of the Agreement, in particular you carry out activities inconsistent with the information provided to BOIPA or in breach of the law or the Card Scheme Rules;

f. you fail to submit any payment transactions for three (3) consecutive weeks;

g. any Card Scheme requests termination of the Agreement;

h. any agreement binding upon you and BOIPA is terminated with immediate effect;

i. you fail to adhere to the security procedures and the requirements of Data Security Standards referred to in the Agreement, Card Scheme Rules and/or the Customer Operating Instructions;

j. we determine, in our sole discretion, you engage in an excessive number of suspicious transactions; or

k. we determine, in our sole discretion, you incur an excessive amount of Chargebacks or other losses; or

l. we determine, in our sole discretion, you are involved in too many suspicious transactions, Chargebacks procedures, or you cause any risk for BOIPA.

9.3 We shall be entitled to immediately suspend the provision of one or more of the Card Services at any time with immediate effect by notice to you if:

a. any of the matters in Section 9.2 occur;

b. we consider (in our reasonable discretion) that the total value of refunds and/or Chargebacks and/or authorisation attempts which are declined is unreasonable;

c. you become insolvent or any step is taken for your liquidation, provisional liquidation, winding up, bankruptcy, receivership, reorganization, administration or dissolution;

d. you make or propose to make any arrangement with your creditors or take any steps to do so;

e. anything happens to you which may affect, or a matter is brought to our attention which we in our reasonable discretion consider may affect your ability or willingness to comply with all or any of your obligations and liabilities under the Agreement;

f. there is any change in your circumstances or in the nature of your business (including a sale or other disposal of any substantial division or part of your business) or in the

goods and/or services supplied by you to your customers which we in our reasonable discretion consider material to the continuance of the Card Services;

g. anything happens to you or comes to our attention in relation to you or arising from or incidental to your business or the conduct of your business (including trading practices and individual activities) or you engage in business or trading practices or individual activity which we in our reasonable discretion consider disreputable or capable of damaging our reputation or that of any of the Card Schemes, detrimental to our business or that of any of the Card Schemes, or which may or does give rise to fraud or any other criminal activity or suspicion of fraud or any other criminal activity;

h. any claim or action in connection with the Agreement is threatened or commenced by you or by us;

i. any fines or any other claims are brought against us by any Card Scheme, or any other third party arising from any aspect of our relationship with you; or

j. we are requested or required to do so by any Card Scheme or regulatory authority.

9.4. The termination or expiration of the Agreement will not affect any actual or contingent liabilities or claims of any Party which accrue before the Agreement ends including, but not limited to, any liability on your part in respect of Chargebacks or any other amounts due hereunder (even if such Chargebacks or amounts come in after termination) you must pay BOIPA all amounts owed by you under the Agreement and an acceptable nominated bank account with a financial institution must remain available for debiting such amounts for at least thirteen (13) months after the last transaction was processed and an appropriate direct debit must remain in place for that period.

9.5. If the Agreement is terminated or expires, then for thirty six (36) months following its termination or expiration, the Agreement shall remain binding upon the Parties with respect to its provisions governing mutual settlements, indemnity and liability, keeping and making available documents related to the transactions executed during the term of the Agreement and the obligation to notify of any change of the address for correspondence and your registered office.

ARTICLE X RESERVES

10.1 BOIPA may establish and maintain a bank account in the name of BOIPA ("Reserve Account") at any time in order to ensure a source of financing of the amounts that you owe or will owe to BOIPA as determined by BOIPA at its reasonable discretion, the Reserve Account may be financed in accordance with Section 10.2 below. The Reserve Account will be funded in an amount determined by BOIPA, in its sole discretion, to be sufficient to cover your current or future liabilities, as determined by Sections 7.2 and 7.3 of the Agreement. BOIPA shall exercise exclusive control over the Reserve Account. BOIPA may request an increase of the amount deposited in the Reserve Account at any time. At the express request of BOIPA, you will be obliged to sign documents necessary in order to duly reflect BOIPA's exclusive right, title and share of the Reserve Account.

10.2 At its sole reasonable discretion, BOIPA may finance the Reserve Account in one or more of the following manners:

a. BOIPA may request you to deposit funds in an amount defined by BOIPA in the Reserve Account; and/or

b. out of funds due to be paid to you under the Agreement, the withholding of such funds for the purpose of establishing the Reserve Account shall constitute the offsetting of BOIPA's receivables from you in the amount required for the establishment of the Reserve Account against your receivables for payments due to you from BOIPA under the Agreement.

10.3 BOIPA may use the funds from the Reserve Account to settle unsettled or future complaints, fees or adjustments, and also for the payment of other amounts that are or will be due from you under Sections 7.2 and 7.3 of these Terms.

10.4 The funds kept as Reserve Account that are not disbursed or used up in accordance with the Agreement shall be left in the Reserve Account pending the full payment and performance of all liabilities, and it will not occur earlier than 270 days after the effective termination of the Agreement. If the funds amassed in the Reserve Account are not sufficient for the full payment of the amounts that are or may ever become due under the Agreement, you will pay, on BOIPA's request, the amount then due under the Agreement, together with all the costs and expenses incurred by BOIPA to collect the receivables, including legal fees.

10.5 Upon the full satisfaction and performance of all of your liabilities, any amounts left in the Reserve Account shall be transferred to your Account, subject to the provisions of the Agreement and the binding provisions of the law.

ARTICLE XI NOTICE

11.1 Subject to Section 11.2 below, any notices and communication in connection with the Agreement shall be in writing and in English language and shall be deemed duly delivered if sent by mail, messenger service, by e-mail or delivered by hand to the applicable address set forth on your Customer Summary.

11.2 Any termination of the Agreement shall be in writing, otherwise being null and void, and shall be deemed properly made and delivered to the Party if sent by mail, messenger service or delivered by hand to the addresses specified in Section 11.1 hereinabove.

ARTICLE XII

DIRECT CURRENCY CONVERSION

12.1 Where you have been approved for direct currency conversion as specified on your Customer Summary, the provisions set forth in this Article X shall apply.

12.2 You confirm that you will not hold BOIPA liable for any losses which may occur as a result of your processing any direct currency conversion transaction (including but not limited to losses arising due to currency conversion rates).

12.3 You confirm that you understand that Card Scheme Rules require that your customers must:

a. always be advised before a transaction is completed as a direct currency conversion transaction in a currency other than the currency of the country in which the sale is being carried out; and

b. be given the option of having a transaction completed in the currency of the country in which the sale is taking place.

12.4 You agree that you will be liable for any Card Scheme fines arising from infringements of Card Scheme Rules resulting from the use of direct currency conversion processing.

12.5 Where a transaction is to be completed as a direct currency conversion transaction you provide to your customer information about any fees or charges that are payable because the transaction is taking place in the other currency and the exchange rate to be used.

ARTICLE XIII GENERAL

13.1 You agree that BOIPA may transfer or assign any of its rights or obligations under the Agreement without notice to you to someone who it reasonably considers capable of performing the obligations under the Agreement and who has the appropriate regulatory licenses or authorisations, and provided that the transferee agrees that it will perform such obligations. Your rights and obligations hereunder may not be assigned to any third party without prior written consent of BOIPA; any other assignment or transfer by you shall be null and void.

13.2 You undertake to keep trade secrets, proprietary information or other confidential information or items of BOIPA, of which you obtain knowledge of or access to as a result of your relationship with BOIPA pursuant to the Agreement, including the terms and conditions of the Agreement, confidential for the term of the Agreement and after its termination or expiration.

13.3 You warrant that no bank, acquirer or Card Scheme has terminated any agreement on acceptance of Cards with you with immediate effect.

13.4 You undertake to notify BOIPA in writing of any changes regarding your business activity that may have an influence on services rendered by BOIPA, in particular of any change in the bank account, address, name, core business activity, type of goods/services sold, etc. In the absence of such notice, any correspondence sent by BOIPA to your previous address shall be deemed delivered and effective and any payments made to the previous bank account shall result in the release of BOIPA from liability.

13.5 You shall be obliged to adhere to the security procedures specified in the Customer Operating Instructions, including the compliance with the Data Security Standards requirements and, in particular, not to make any data of the Cards and information of its holder available to unauthorised persons as well as not to allow for any improper use or copying of Cards.

13.6 If you fail to adhere to the security procedures and the requirements of the Data Security Standards referred to in the Agreement and the Customer Operating Instructions, you undertake to cover any costs (including penalties and compensation) imposed in respect of the same upon BOIPA by the Card Scheme. you shall also be liable towards BOIPA in case of occurrence of a data security breach or compromise despite compliance with the Data Security Standards requirements by you and, in particular, you shall have an obligation to cover any costs (including penalties and compensation) imposed on BOIPA by the Card Schemes. In such a case, the provisions of Section 7.2 shall apply accordingly.

13.7 BOIPA shall be entitled to amend any part of the Agreement. Amendments to the Agreement shall be binding upon you as of the date specified in a notice by BOIPA of such amendments which notice will be provided at least two months before the proposed date of effect of the amendment/addition. If you do not consent to the amendment, you shall have the right to terminate the Agreement prior to the date specified in the notice as the effective date of the amendment. The existing terms and conditions of the Agreement or the terms and conditions specified in the notice of amendment delivered to you, if such amendment already came into force, shall continue in full force and effect until termination of the Agreement. In case you do

not consent to the amendment to the Agreement, you have a right to report your objection in written form, before the amendment becomes effective, as indicated in the notice received.

13.8. BOIPA may request you to deliver copies of financial documents, in particular the financial statements with notes thereto or, if you are not required to prepare financial statements, then copies of other financial documents.

13.9. BOIPA reserves the right to introduce the requirement of an additional verification of the person paying with the use of a Card, in line with your technical and organizational capabilities.

13.10. In accordance with Article 30 of the European Parliament and Council Directive 2007/64 on November 13, 2007 and Regulation 42 of the EC (Payment Services) Regulations 2009, the Parties agree that Part 4 of the Regulation 42 of the EC (Payment Services) Regulations 2009 will not apply if you are not a consumer. Notwithstanding representations made above, should you qualify as a consumer BOIPA will accept notifications made in accordance with such status in line with the notice provisions set out herein, however, if you commence or continue to present transactions to BOIPA for processing after the effective date of these terms then you shall be deemed to have accepted same.

13.11. Any dispute shall be resolved by the courts of Ireland and, the Agreement is governed by the laws of Ireland.

13.12. If any provision of the Agreement appears to be invalid, the remaining provisions of the Agreement shall continue in full force and effect, unless the circumstances warrant that in the absence of such invalid provisions the Agreement would not have been entered into.

13.13 BOIPA is committed to providing an excellent customer experience; however, if you feel that we have not met your expectations, we would like to know. If you are not satisfied with any aspect of our service, please contact us by telephone at 1800806670. Our lines are open 24 hours a day, 7 days a week. Alternatively, write to us at BOIPA Adelphi Plaza, Georges Street Upper, Dun Laoghaire, Co.Dublin or send an email to support@BOIPA.com. If we can't resolve the matter to your satisfaction informally we will send you a written acknowledgement within 5 business days of having received your complaint. You will be provided with one point of contact to handle any questions you may have, and we will ensure that you receive a full written response. Our aim is to resolve your concerns and respond to you as soon as possible and no later than 15 business days of first receiving your complaint. If, for reasons beyond our control, we are unable to issue a final response to you within 15 business days we will write to you to keep you updated, clearly outlining the reason for our delay and we will set out the timeline by which you will receive a full response. This deadline will be no longer than 35 business days from the receipt of your initial complaint. If we are unable to provide a response we will let you know the reason for the delay and will inform you of your right to refer the complaint to the Financial Ombudsman Service (FOS). You may also refer the complaint to the FOS in the event you are not satisfied with our response. Please note that the FOS will only become involved after we have had the opportunity to research and address the complaint. The FOS can be contacted at: Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 Telephone: 1890 882090 Email: enquiries@financialombudsman.ie. In the event that you are not eligible to refer your complaint to the FOS, BOIPA does not subscribe to an alternative dispute resolution service, but provides access to the contact details for BaFin as set out below.

13.14. You are entitled to complain to the BaFin in accordance with Section 28 of the German Payment Services Supervisory Act (Zahlungsdiensteaufsichtsgesetz) - details are available at www.bafin.de.We also have a complaint handling procedure that you can use to resolve such matters. Please see above Article 13.12 and/or the Customer Operating Instructions for more detail.

13.15. The Agreement shall come into force upon the initial transaction following the date of installation of the first device enabling you to accept Cards.

13.16. The Agreement (including any documents referenced herein) may be represented in one or more counterparts, all of which will be considered one and the same agreement and will become effective pursuant to the provisions of Section 13.15, above.

13.17. The Parties hereby consent to the use of electronic communications and electronic signatures for all purposes under the Agreement. Without prejudice to the generality of the foregoing, the Parties agree that: (a) words in an electronic form shall be deemed to be "writing" for the purposes of all applicable legislation where "writing" is required; (b) words in an electronic form shall be deemed to be "signed" for the purposes of all applicable legislation where a "signature" is required; and (c) electronic evidence shall be admissible in any court or other quasi-judicial proceedings between the Parties.

13.18. The Agreement supersedes all prior understandings between the Parties with respect to its subject matter.

I hereby represent that by my affirmative actions I accept this Agreement.

EVO Payments International GmbH, Irish Branch

EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement (this "Agreement"), is by and among EVO Payments International, GmbH, Branch Ireland (together with its successors and assigns, the "Lessor") and the contracting merchant (together with its successors and assigns, the "Lessee"). In this Agreement, the words "we", "our" and "us" refer to the Lessor "you" and "your" refer to Lessee.

1 Equipment

We agree to lease to you and you agree to lease from us the equipment identified on Exhibit A hereto or such other comparable equipment we provide to you (the "Equipment"), according to the terms and conditions of this Agreement. We are providing the Equipment to you "as is" and make no representations or warranties of any kind as to the suitability of the Equipment for any particular purpose.

2 Effective Date and Term

2.1 This Agreement becomes effective as of the date we deliver any Equipment to you (the "Delivery Date") and continues until the date specified on Exhibit A. THIS IS A NON-CANCELABLE LEASE FOR THE TERM INDICATED.

2.2 YOU ACKNOWLEDGE THAT THE EQUIPMENT AND/OR SOFTWARE YOU LEASE UNDER THIS AGREEMENT MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS AND THAT WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE IN THE EVENT THAT YOU ELECT TO USE ANOTHER SERVICE PROVIDER. UPON TERMINATION OF YOUR CUSTOMER AGREEMENT (YOUR "PROCESSING AGREEMENT"), YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE LEASED UNDER THIS LEASE AGREEMENT WITH SAID SERVICE PROVIDER.

3 Site Preparation

You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, internet access (including wifi), in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

4 Payments

4.1 On the first day of each calendar month thereafter, you shall pay us the total monthly lease charge set forth on Exhibit A hereto.

4.2 In addition to the monthly lease charges, you shall pay, or reimburse us for, amounts equal to any taxes or assessments on or arising out of this Agreement or the Equipment, and related supplies or any services, use or activities hereunder, including without limitation, state and local sales, use, property, privilege and excites tax, exclusive, however of taxes based on our net income.

4.3 Reimbursement of property tax calculation is based on an average tax rate.

4.4 Your lease payments will be due despite dissatisfaction with the Equipment for any reason.

4.5 Whenever any payment is not made by you in full when due, you shall pay us a late charge, an amount equal to ten percent of the amount due but no less than €5.00 for each month during which it remains unpaid (prorated for any partial month), but in no event more than the maximum amount permitted by law. You shall also pay to us an administrative charge of €10 for any debit we attempt to make against your bank account that is rejected.

4.6 In the event your account is placed into collections for past due lease amounts, you agree that we can recover a collection expense charge of €50 for each payment requiring a collection effort.

5 Use and Return of Equipment; Insurance

5.1 You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by use or the manufacturer. You shall maintain the Equipment in good operating condition and protect it from deterioration, normal wear and tear excepted.

5.2 You shall not permit any physical alteration or modification of the Equipment, or change the installation site of the Equipment, without our prior written consent.

5.3 You shall not create, incur, assume or allow to exist any consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment without our prior written consent.

5.4 You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all permits required to operate the Equipment at your facility.

5.5 We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment.

5.6 The Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment evidencing our ownership.

5.7 You shall keep the Equipment adequately insured against loss by fire, theft, and all other hazards and you shall provide proof of insurance. The loss, destruction, theft or damage of or to the Equipment shall not relieve you from your obligations to pay the full purchase price or total monthly lease charges hereunder.

6 Title to Equipment

We at all times retain title to the Equipment unless we agree otherwise in writing. You agree to execute and deliver to us any statement or instrument that we may request to confirm or evidence our ownership of the Equipment, and you irrevocable appoint us as your attorney-in-fact to execute and file the same in your name and on your behalf. If a court determines that the leasing transaction contemplated by this Agreement does not constitute a financing and is not a lease of the Equipment, then we shall be deemed to have a first lien security interest on the Equipment as of the date of this Agreement, and you will execute such documentation as we may request to evidence such security interest.

7 Return of Equipment at End of Lease Period

Return of Equipment at End of Lease Period. Upon the completion of your lease term or any extension thereof, you will, at your sole cost and expense, return the Equipment to us.

8 Software License

We retain all ownership and copyright interest in and to all computer software, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment other than those owned or licensed by the manufacturer of the Equipment (collectively, "Software"), and you shall have only a non-exclusive license to use the Software in your operation of the Equipment.

9 Limitation on Liability

We are not liable for any loss, damage or expense of any kind or nature caused directly or indirectly by the Equipment, including any damage or injury to persons or property caused by the Equipment. We are not liable for the use or maintenance of the Equipment, its failure to operate, any repairs or service to it, or by any interruption of service or loss of use of the Equipment or resulting loss of business. Our liability arising out of or in any way connected with this Agreement shall not exceed the aggregate lease amount paid to us for the particular Equipment involved. IN no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Agreement are your sole and exclusive remedies.

10 Warranties

10.1 All warranties express or implied, made to you or any other person are hereby disclaimed including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular use, quiet enjoyment, or infringement.

10.2 You warrant that you will only use the Equipment for commercial purposes and will not use the Equipment for any household or personal purposes.

11 Indemnification

You shall indemnify and hold us harmless from and against any and all losses, liabilities, damages and expenses, including reasonable and documented attorneys' fees) resulting from (a) the operation, use, condition, liens against, or return of the Equipment or (b) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or wilful misconduct.

12 Default; Remedies

12.1 If any debit or your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under your Processing Agreement or with an alliance or joint venture to which we are a party will be treated as a default under this agreement. Such a default would include a default resulting from early termination of your Processing Agreement, if applicable.

12.2 Upon the occurrence of any default, we may at your option, effective immediately without notice to you, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate and declare immediately due and payable all monthly lease charges for the remainder of the applicable lease period together with the fair market value of the Equipment (as determined by us, in our sole discretion), not as a penalty but as liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In any case, you shall also be responsible for our costs of collection, court costs, and reasonable attorneys' fees as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of any of our affiliates, alliances or join ventures, or by setting

off amounts that you owe to us against any amounts we may owe to you, in any case without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture to which we are a party and with which you have entered into your Processing Agreement any funds held or available as security for payment under the terms of your Processing Agreement.

13. Assignment

You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For purposes of this Agreement, any transfer of voting control of you or any direct or indirect parent shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and our rights and obligations hereunder, in whole or in part, to any third party without obtaining your consent.

14. Lease Guaranty

No guarantor shall have any right of subrogation to any of our rights in the Equipment or this Lease or against or you, and any such right of subrogation is hereby waived and released. All indebtedness that exists now or arises after the execution of this Agreement between you and any guarantor is hereby subordinated to all of your present and future obligations, and those of your guarantor, to us, and no payment shall be made or accepted on such indebtedness due to you from a guarantor until the obligations due to us are paid and satisfied in full.

15. Governing Law; Miscellaneous

This Agreement shall be governed by and will be construed in accordance with the laws of The Republic of Ireland (without applying its conflicts of law principles). Any legal actions or proceedings brought to enforce the terms of this Agreement shall only be filed in a court of competent jurisdiction within the City of Dublin and the parties hereby expressly waive any right to jury trial in any of the foregoing. If any part of this Agreement is not enforceable, the remaining provisions will remain valid and enforceable.

16. Notice

All notices must be in writing, and shall be given (a) if sent by mail, when received, and (b) if sent by courier, when delivered; if to you at the address appearing on the cover page of this Agreement, and if to us at EVO Payments International trading as BOI Payment Acceptance, Adelphi Plaza, 2nd Floor, Georges Street Upper, Dun Laoghaire, Co Dublin, Ireland.

17. Entire Agreement

This Agreement constitutes the entire Agreement between Lessor and Lessee in respect to its subject matter, supersedes any previous agreements and understandings and can be changed only by a written agreement signed by all parties. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

18. Direct Debt

Lessee hereby authorizes Lessor to withdraw any amounts, including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the financial institution identified by Lessee (hereinafter the "Bank"). In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge and debit entries initiated by Lessor to Lessee's account. In the event that the Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessor of the termination in such time and in such manner as to afford Lessor a reasonable opportunity to act.

EVO Payments International, GmbH, Branch Ireland By:

Title: Authorized Signatory

By:

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Global Payments Europe, s.r.o., Irish Branch, trading as BOI Payment Acceptance is registered under Companies Registration Office Ireland number 910420. Further trading name of Global Payments Europe, s.r.o., Irish Branch, is "BOIPA". Global Payments Europe, s.r.o., Irish Branch is a Payment Institution authorised by the Czech National Bank in the Czech Republic (register available at Česká národní banka) and is regulated by the Central Bank of Ireland for consumer protection rules.

Global Payments Europe, s.r.o., Irish Branch trading as BOI Payment Acceptance is not a member of the Bank of Ireland Group. BOI Payment Acceptance has entered into a marketing alliance with the Bank of Ireland.

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