

TERMS AND CONDITIONS FOR THE PROVISION OF HARDWARE, SOFTWARE, SUPPLIES, AND SERVICES

1. DEFINITIONS

1.1 The terms included in these Terms and Conditions that are in capital letters or commence with capital letter shall have the following meanings:

- a. **"Add-Ons"** shall have the meaning indicated in [Section 5.1](#).
- b. **"Administrator User Accounts"** shall have the meaning indicated in [Section 15.1](#).
- c. **"Authorized Users"** shall have the meaning indicated in [Section 23.3](#).
- d. **"Business Day"** means Monday to Friday, during Business Hours, excluding locally recognized statutory holidays in Manitoba, Canada.
- e. **"Business Hours"** means 9:00 AM to 5:00 PM Central Standard Time (CST) of any Business Day.
- f. **"Contract"** shall mean any commercial contract for the provision of the POS Solution or some of its components, including Hardware, Software, Supplies, Services, and/or Add-Ons by Secure Retail to the Customer, whether the contract is executed by the Parties by signing a written agreement or by means of the issuance of the Proposal by Secure Retail and the Customer's acceptance thereof. For further clarification, the date of acceptance of the Proposal shall be construed as the date of execution of the Contract.
- g. **"Confidential Information"** shall have the meaning indicated in [Section 20.1](#).
- h. **"Customer"** means any entity or individual with whom Secure Retail executes the Contract, including such Customer's Representatives and Authorized Users.
- i. **"Customizations"** shall have the meaning indicated in [Section 11.4](#).
- j. **"Errors"** shall have the meaning indicated in [Section 14.8](#).
- k. **"Estimate"** shall have the meaning indicated in [Section 13.a](#).
- l. **"Event of Default"** shall have the meaning indicated in [Section 18.3](#).
- m. **"Feedback"** shall have the meaning indicated in [Section 23.6](#).
- n. **"Fees"** shall have the meaning indicated in [Section 14.1](#).
- o. **"Force Majeure"** shall have the meaning indicated in [Section 23.13](#).
- p. **"Hardware"** means all hardware purchased by the Customer from Secure Retail under the Contract.
- q. **"Improvements"** means any and all improvements, discoveries, variations, updates, modifications, and enhancements to any of the Software and/or Secure Retail's Intellectual Property with any and all proprietary rights or industrial or intellectual property rights relating to them.
- r. **"Indemnified Party"** shall have the meaning indicated in [Section 20.8](#).
- s. **"Indemnifying Party"** shall have the meaning indicated in [Section 20.8](#).
- t. **"Injured Party"** shall have the meaning indicated in [Section 21.4](#).
- u. **"Installation Services"** means the activities necessary to install Software in Hardware and to install Hardware at Stores.
- v. **"Installers"** shall have the meaning indicated in [Section 14.7](#).
- w. **"Intellectual Property"** means any and all rights in and in relation to any intellectual and industrial property of every nature, under the laws of any country, whether registered or unregistered, including without limitation, improvements, modifications, developments, trade secrets, proprietary information, Confidential Information, know-how, derivative works, copyrights, moral rights, databases, data structures, database designs, screenshots, database indices, modules, objects, classes, packages, in-line comments, user interfaces, design documents, test plans and scripts, computer programs, applications and software —whether in source,

object code or executable formats— and related documentation and manuals, literary and/or artistic works, compositions, compilations, diagrams, designs, domain names, patents —including without limitation, divisions, reissues, substitutions, prolongations, continuations, re-examinations, continuations in part, renewals, modifications, and extensions thereof—, trademarks, trade dress, rights under registered user agreements, tradenames, corporate names, business names, social media handles, hashtags, keywords and other trademark and service mark rights and goodwill, industrial designs, models and utility models, prototypes, inventions, ideas, data, suggestions, conceptions, formulations, compounds, methods, discoveries, processes, compositions, research data and results, project plans, notes, testing materials, logs, drawings, information, findings, results, technologies, materials, formulae, specifications and architecture, data, techniques, instructions, manuals, records, integrated circuit topography, studies, blueprints, packaging, reports, files, samples, photographs, graphs, graphics, text files, websites —including all of the related web pages, content, software, information, photographs, images, illustrations, audio clips, video clips, code, text files, icons, titles, objects, concepts, artwork, animations, text, sounds, audiovisual effects, methods of operation and the look and feel of the content and information—, drawings, interfaces, screen display, audiovisual display or presentation, algorithms, documentation and media, and procedures, in whatever form or medium, including: (i) the benefit of all registrations and applications to register as well as all rights to apply for registration of any of the foregoing items and all rights in any of the foregoing items, each for their full term —including any extensions or renewals thereof—; (ii) any other statutory protection of whatever kind; (iii) all such other rights which may be recognized under law, equity, contract, or otherwise to protect technical or other creative contributions or expressions; (iv) all priority rights derived from any of the foregoing items and all rights in any of the foregoing items for any and all countries in the world; and (v) all rights to sue for infringement, misappropriation, and/or violation of any of the foregoing items and all rights in any of the foregoing items, whether arising prior to or subsequent to the date of the Contract.

- x. **“Invoices”** shall have the meaning indicated in [Section 14.2](#).
- y. **“License”** shall have the meaning indicated in [Section 9.10](#).
- z. **“New Reports”** shall have the meaning indicated in [Section 12.4](#).
- aa. **“Parties”** means Secure Retail and the Customer.
- bb. **“Parts”** shall have the meaning indicated in [Section 3.4](#).
- cc. **“Payment Method”** shall have the meaning indicated in [Section 14.2](#).
- dd. **“PCI-DSS”** means Payment Card Industry Data Security Standard.
- ee. **“Personal Information”** means any and all personal information collected by or accessible to any of the Parties during the term of the Contract and includes any information, directly or indirectly, about or related to an identifiable person such as names, addresses, telephone numbers, email addresses, customer identification numbers, and financial data, whether such information refers to any of the Parties or to any of their clients.
- ff. **“POS Solution”** means Secure Retail’s point-of-sale solution that comprises: (i) the Software, the associated APIs, and other technology, together with all computer programs, software, databases, operating system, programming language execution environments, databases, web servers, and/or multi-media content in object code form that are embedded or delivered to the Customer together or separately by Secure Retail and are designed to be used in conjunction with the Software and/or the Services; (ii) all releases, versions, Updates, upgrades, corrections, fixes, modifications, Customizations, and Improvements to the Software; (iii) the Hardware; (iv) any Third-Party Product, excluding web hosting services; (v) the Services; (vi) the Supplies; (vii) the Add-Ons; (viii) Secure Retail’s processing, storage, network resources and other hardware which are used by Secure Retail to provide and perform the Services; and (ix) any related documentation provided by Secure Retail to the Customer.
- gg. **“Property”** shall have the meaning indicated in [Section 11.1](#).
- hh. **“Proposal”** means the proposal made by Secure Retail to the Customer to enter into the Contract.
- ii. **“Replacements”** shall have the meaning indicated in [Section 3.4](#).
- jj. **“Reporting Services”** shall have the meaning indicated in [Section 12.1](#).

- kk. **“Reports”** shall have the meaning indicated in [Section 12.2.a.](#)
- ll. **“Representative”** shall have the meaning indicated in [Section 20.4.](#)
- mm. **“Requested Party”** shall have the meaning indicated in [Section 20.2.](#)
- nn. **“Requested Products”** shall have the meaning indicated in [Section 13.a.](#)
- oo. **“Requirements”** shall have the meaning indicated in [Section 16.4.](#)
- pp. **“Secure Retail”** means Secure Retail POS Inc.
- qq. **“Security Event”** shall have the meaning indicated in [Section 21.7.](#)
- rr. **“Services”** means the Installation Services, the Training Services, the Support Services, and the Reporting Services to be rendered by Secure Retail in favor of the Customer under the Contract.
- ss. **“Software”** shall have the meaning indicated in [Section 9.1.](#)
- tt. **“Stores”** means the Customer’s thrift stores where Secure Retail shall ship and install Hardware and provide some of the Services.
- uu. **“Supplies”** means all labels, tags, paper rolls, and/or ribbons to be provided by Secure Retail to the Customer under the Contract.
- vv. **“Support Services”** shall have the meaning indicated in [Section 9.1.](#)
- ww. **“Terms and Conditions”** means these terms and conditions for the provision of the POS Solutions or any of its components.
- xx. **“Third-Party Products”** shall have the meaning indicated in [Section 10.1.](#)
- yy. **“Training Services”** shall have the meaning indicated in [Section 8.1.](#)
- zz. **“Travel Costs”** shall have the meaning indicated in [Section 14.7.](#)
- aaa. **“Updates”** means any update to any Software.
- bbb. **“Vendors”** shall have the meaning indicated in [Section 10.1.](#)
- ccc. **“Viruses”** means viruses, disabling codes, Trojan horses, computer worms, rootkits, spyware, and any other type of malicious software which may corrupt, destroy, or interfere with the use or operation of computers, systems, or software as well as access codes, devices, and “back doors” which provide unauthorized access to data on a system by circumventing established security controls.
- ddd. **“Warranties”** shall have the meaning indicated in [Section 3.2.](#)
- eee. **“Web Host”** shall have the meaning indicated in [Section 16.2.](#)
- 1.2 The terms defined in these Terms and Conditions in the singular shall be held to include the plural, and vice versa.

2. HARDWARE

- 2.1 If under the Contract the Customer purchases Hardware, such procurement will be subject to the terms and conditions set forth herein and in the Contract.
- 2.2 The Customer acknowledges and agrees that: (i) Secure Retail is not the manufacturer of the Hardware; and (ii) Secure Retail acts as a reseller of the Hardware.
- 2.3 All rights, title, and property in and to Hardware shall remain with Secure Retail until the Customer fully pays the price for such Hardware. By executing the Contract, the Customer grants a security interest in and to the Hardware to Secure Retail as a guarantee for payment in full of the price of the Hardware, and such security interest shall attach to the Hardware upon execution of the Contract.
- 2.4 All Hardware shall be insured at the Customer’s expense against loss and/or damage for its total value with

loss payable to the Customer and Secure Retail, as their respective interests may appear. All Hardware shall be at the Customer's risk from the time of delivery to the Customer and no loss, damage, destruction, or confiscation of the Hardware shall relieve, reduce, or affect the liability of the Customer hereunder. The Customer agrees to use all necessary means to protect the Hardware and Secure Retail's title thereto. Title passes from Secure Retail to the Customer upon final and full payment of the price of the Hardware. Until title passes to the Customer, the Hardware shall remain moveable property notwithstanding any degree of annexation to any immovable property. The Customer shall not allow any liens or encumbrances to attach to the Hardware and shall not remove from the Hardware any nameplate, serial number, or other means of identification.

2.5 In case of an Event of Default, or if the Hardware becomes subject to any lien, levy, or encumbrance, Secure Retail or any Representative may take immediate possession of the Hardware, with or without demand or further notice and without legal process. By executing the Contract, the Customer authorizes Secure Retail to enter upon the premises wherever the Hardware may be located and remove it. Secure Retail or its Representatives shall not be liable for any expenses, losses, or damages consequent upon the exercise of this right of retaking. Upon Secure Retail taking possession of any or all the Hardware, Secure Retail may sell, lease, or otherwise dispose of all or some of the Hardware and/or of any Part, and the Customer shall be liable for any deficiency in and/or damage to any of the Hardware.

2.6 In case of an Event of Default, or if the Hardware becomes subject to any lien, levy, or encumbrance, the Customer shall pay Secure Retail's cost and expenses of retaking, holding, repairing, processing, preparing for disposition, and/or disposal of the Hardware and any other reasonable expenses incurred by Secure Retail on account of collection, including legal fees on a solicitor.

2.7 Trade-in equipment must be delivered to Secure Retail on or before the date of delivery of new Hardware, in the same condition as when inspected by Secure Retail. Otherwise, Secure Retail shall have the right to reappraise such trade-in equipment or disallow credit, therefore.

2.8 Secure Retail shall not be liable to the Customer for any loss or damage caused by failures or delays in the delivery or repair of Hardware or Parts, or any defect in any Hardware or Parts.

3. **WARRANTIES**

3.1 Secure Retail warrants that the Hardware shall be: (i) in new condition when delivered to the Customer; and (ii) free from defects in material and/or workmanship for the respective limited warranty periods stated in [Section 3.3](#) below.

3.2 All warranties under these Terms and Conditions ("**Warranties**") supersede any warranties previously communicated in writing or verbally by Secure Retail.

3.3 The table below indicates the warranty periods:

	Hardware	Warranty Period
1.	New Partnertech POS Terminal	5-year warranty from the date of completed installation at the respective Store.
2.	Barcode Printer	1-year warranty from the date of completed installation at the respective Store.
3.	Batch Scanner	1-year warranty from the date of completed installation at the respective Store.
4.	Uninterruptible Power Supply and Heavy-Duty Surge Protection	1-year warranty from the date of completed installation at the respective Store.
5.	POS peripherals including Scanners, Cash Drawers, Receipt printers, and Displays	1-year warranty from the date of completed installation at the respective Store.

3.4 The Warranties will be limited to repairing or replacing defective Hardware or parts of Hardware ("**Parts**") and the necessary labour and services required to repair Hardware or Parts. In lieu of repairing the defective Hardware or Parts, Secure Retail may, at its sole discretion, elect to replace the defective Hardware or Parts with new products or new parts ("**Replacements**").

3.5 No Warranty will apply to any Hardware or Part unless the Customer has fully paid the purchase price of the respective Hardware to Secure Retail. The Customer may be charged for a Replacement if the defective Hardware or Part is not returned to Secure Retail within 30 (thirty) calendar days as of the delivery of the relevant Replacement. To

qualify for a Warranty coverage under these Terms and Conditions, any claims made by the Customer under warranty must satisfy the prerequisite of providing a serial number, Store location, and description of the failed Hardware and the deficiency involved.

3.6 Defective Hardware and Parts shall become the property of Secure Retail upon the delivery of Replacements to the Customer. The Customer must return the defective Hardware and/or Parts to Secure Retail with transportation prepaid by Secure Retail, or as otherwise instructed by Secure Retail in writing. Customer may be charged for Replacements if the defective Hardware is not returned to Secure Retail in accordance with Secure Retail's written instructions; provided, however, that the risk of loss for any defective Hardware will pass to Secure Retail upon delivery of any such defective Hardware to Secure Retail. In any event, the Customer acknowledges and accepts that all sales of Hardware, Software, Supplies, Services, and Add-Ons are subject to Secure Retail's then-current, written return policies.

3.7 Secure Retail will ship all Replacements via standard next day delivery by a carrier of Secure Retail's choice. Requests for same-day turnaround must be received by 2:00 PM (EST). Any request received after 5:00 PM (EST) may be shipped the following Business Day. Risk of loss for any Replacement will pass to the Customer upon its delivery to the Customer.

4. SUPPLIES

4.1 If under the Contract the Customer purchases Supplies, such procurement will be subject to the terms and conditions set forth herein and in the Contract.

4.2 If the Customer uses: (i) other labels, tags, paper rolls and/or ribbons than those that are part of the Supplies in any Hardware; or (ii) Supplies in the incorrect Hardware, Secure Retail shall not be responsible for any malfunction of the respective Hardware.

4.3 Secure Retail shall ship the Supplies to the corresponding Stores in accordance with the terms and conditions set forth in the Contract.

5. ADD-ONS

5.1 If during the term of the Contract the Customer wishes to order: (i) additional Hardware; (ii) additional Software, including Customizations; (iii) additional Reports and/or customized reports; (iv) additional Training Services; (v) additional Support Services; (vi) Supplies—or additional Supplies—; and/or (vii) any other service or product that Secure Retail is able to provide, the Customer shall request Secure Retail to send an estimate for such additional Hardware, Software, Report, Service, Supply, and/or product (collectively, "Add-Ons").

5.2 The provision of Add-Ons shall be subject to the relevant terms and conditions set forth herein and in the Contract, depending on the type of the requested Add-On—i.e., Hardware, Software, Report, Service, Supply, and/or product—.

6. AVAILABILITY OF HARDWARE, SOFTWARE, SUPPLIES, AND SERVICES

6.1 Secure Retail does not guarantee availability of Hardware and/or Supplies at all times during the term of the Contract and shall not be liable to the Customer for any direct, consequential, special, indirect, and/or incidental damage caused by, or in connection with any such unavailability.

6.2 The Customer acknowledges and agrees that: (i) the online elements of the Services and/or Software may not be available at all times; and (ii) Secure Retail shall not be liable to the Customer for any direct, consequential, special, indirect, and/or incidental damage caused by, or in connection with any such unavailability.

6.3 Secure Retail reserves the right to temporarily suspend: (i) the Customer's access to the Software; and/or (ii) the performance of the Services, if the Customer fails to comply with any of its obligations under the Contract or substantially affects Secure Retail's systems or its ability to provide services to its other customers.

7. INSTALLATION SERVICES

7.1 If under the Contract the Customer purchases Hardware and Software, Secure Retail shall: (i) install the corresponding Software in the relevant Hardware; (ii) ship the corresponding Hardware to the respective Stores; and (iii) install the respective Hardware at the corresponding Stores, in accordance with the specifications detailed below and in the Contract.

7.2 The Installation Services to be rendered before shipping Hardware to the Stores exclusively include the

following activities:

- a. Software burn-in —installation of the corresponding Software in the respective Hardware—.
- b. Testing of Hardware.
- c. Set up of a remote connection so the Customer can test the Software for a period of 5 (five) Business Days.
- d. Labelling of the Hardware shipping boxes for easy on-site installation.

7.3 Secure Retail shall ship the Hardware to the corresponding Stores via standard next day delivery by a carrier of Secure Retail's choice.

7.4 The Installation Services to be rendered during on-site installation of Hardware shall exclusively comprise the installation and setup of Hardware at each of the Stores.

7.5 On-site installation of Hardware may take between 2 (two) to 5 (five) Business Days per Store, as from the date on which an Installer first visit the respective Store. The Customer acknowledges and agrees that: (i) this term is only an estimate; and (ii) Secure Retail shall not be liable to the Customer if installation of Hardware takes more time in a particular Store and/or in the estimated aggregate.

7.6 On-site installation of Hardware shall take place during business hours at the location of the respective Store, Monday to Friday. Notwithstanding, Secure Retail may provide, at its sole discretion, Installation Services after business hours at the location of the respective Store or during weekends, with prior written authorization from the Customer.

8. TRAINING SERVICES

8.1 If under the Contract Secure Retail undertakes the obligation to train the Customer to properly use Hardware and/or Software ("**Training Services**"), the rendering of such Training Services will be subject to the terms and conditions set forth herein and in the Contract.

8.2 The Training Services shall exclusively include the following activities:

- a. Training to the Customer's processing staff, cashiers, and managers during the rendering of the Installation Services.
- b. Customer's administrator-specific training which includes S-TAGS processing software, L-POS cashier software, L-BOSS management software installed by Secure Retail in the Hardware.
- c. Training on Reports, New Reports, and updates to Reports. For further clarification, Secure Retail shall not be obliged to train the Customer on how to use PowerBi or any other reporting software solution that Secure Retail may use to create and prepare Reports, including updates and New Reports.

8.3 The quantity of training hours and the hourly rates for each of the Training Services shall be agreed upon the Parties and included in the Contract.

8.4 Unless otherwise expressly stated herein or in the Contract, Secure Retail shall exclusively render the Training Services: (i) remotely, except for the Training Services provided at Stores during the rendering of the Installation Services; and (ii) during Business Days.

8.5 Except for the Training Services provided at Stores during the rendering of the Installation Services, the Customer must book training sessions through Secure Retail's help desk at least 3 (three) Business Days in advance to the expected training date. Notwithstanding, Secure Retail does not guarantee that it will be able to provide any requested training on any specific date. In such case, the Parties shall agree on the training date.

8.6 Upon Customer's request in writing, any training provided by Secure Retail to the Customer can be recorded and distributed to the Customer.

8.7 Notwithstanding the rendering of the Training Services, Secure Retail shall not be liable to the Customer for any misuse, improper use, and/or incorrect use of Hardware and/or Software.

9. SOFTWARE SUPPORT SERVICES

9.1 Secure Retail shall provide software support services ("**Support Services**") to the Customer, exclusively in relation to the software listed in the Contract ("**Software**").

9.2 The Support Services include the support on all updates to the Software (“**Updates**”). The Parties agree that Secure Retail shall not install any Update without the Customer’s prior written authorization. However, if the Customer does not authorize the installation of an Update, then Secure Retail shall not be responsible for any malfunction or decrease in the performance of the Software, the Hardware, and/or the POS Solution.

9.3 For greater clarity, the Updates only include subsequent releases of a particular Software, which Secure Retail makes generally available for the Customer at no additional charges, provided the Customer has paid the license fees corresponding to that specific Software. Updates do not include any release, option, new version, or future product that Secure Retail separately licenses.

9.4 Secure Retail reserves the right to: (i) add new Software and/or Improvements into the POS Solution; and (ii) replace or discontinue any Software and/or Improvement at any time. Such new Software or Improvements may be provided to the Customer at no additional charge, or they may be offered as options for an additional fee, provided the POS Solution remains functional if the Customer decides not to purchase the new Software and/or Improvements; otherwise, the new Software or Improvement shall be provided at no additional charge.

9.5 Secure Retail shall exclusively render the Support Services remotely, unless it is necessary to perform them at one or more Stores, due to technical reasons. Unless otherwise expressly stated herein or in the Contract, Secure Retail shall provide the Support Services during Business Days. Secure Retail shall only be obliged to render Support Services outside the indicated hours range, on holidays, or during weekends only in case of a system down situation. Should Secure Retail render Support Services outside the indicated hours range, on holidays or during weekends, the Customer shall be charged a fee equivalent to time and one half of the applicable hourly rate.

9.6 Support Services requests are categorized as follows:

- a. **Severity 1: Critical Business Impact (Emergency).** The impact of the reported Software deficiency is such that the Customer is unable to either use the POS Solution or reasonably continue work using the POS Solution. Secure Retail shall make its best efforts to respond to the Customer’s request for Support Services confirming receipt of such request within 2 (two) hours. If the Software deficiency cannot be remedied within a reasonable time frame, Secure Retail will provide a temporary workaround that will enable the Customer to continue to use the POS Solution substantially as originally contemplated. Secure Retail shall continue making its best efforts to correct the Software deficiency as soon as reasonably practicable. Support Services requests must be exclusively made via email at support@secureretail.ca or at any other email address to be informed in writing by Secure Retail. Progress updates can be viewed in Secure Retail’s secure portal. Access to Secure Retail’s secure portal will be provided by Secure Retail to the Customer upon Customer’s written request.
- b. **Severity 2: Critical Business Impact (Non-emergency).** The impact of the reported Software deficiency is such that the Customer can either use the POS Solution or reasonably continue to work using the POS Solution. Secure Retail shall make its best efforts to: (i) respond to the Customer’s request for Support Services confirming receipt of such request within 4 (four) hours; and (ii) correct the Software deficiency as soon as reasonably practicable. Support Services requests must be exclusively made via email at support@secureretail.ca or at any other email address to be informed in writing by Secure Retail. Progress updates can be viewed in Secure Retail’s secure portal. Access to Secure Retail’s secure portal will be provided by Secure Retail to the Customer upon Customer’s written request.

9.7 Secure Retail shall not be responsible for nor shall be obliged to: (i) make any repairs made necessary by damage due to fire, water, burglary, storm, accident, or improper conductive materials; (ii) provide any service or support that may become necessary due to the addition or deletion of accessories or any modifications to the Software made without Secure Retail’s consent; and/or (iii) any loss of data, without limitation, due to the malfunction of the Software. If any of the above or any other similar events should occur during the term of the Contract, although Secure Retail is not required to provide any services in accordance with the terms hereof, Secure Retail may, at its exclusive discretion, perform such services and render an account to the Customer, which account shall be payable by the Customer on submission thereof to the Customer by any Payment Method.

9.8 If the Customer does not have a security package that includes antivirus (AV) and endpoint detection and response (EDR) solutions (“**Security Package**”) Secure Retail must purchase a Security Package before the POS Solution becomes operational at any Store. If the Customer fails to comply with this obligation, Secure Retail shall not give access to the POS Solution to the Customer until the Customer purchases a Security Package. The Customer acknowledges and agrees that Secure Retail shall not be liable to the Customer for any damage or loss caused by or in relation to any error and/or failure of or in the Security Package or any of its components, whether the Customer: (i) already had a Security Package; (ii) purchased such Security Package from Secure Retail; or (iii) acquired the Security Package from a Vendor.

9.9 Secure Retail shall make its best efforts, in accordance with generally accepted industry standards, to protect the integrity of any hosting environment and any of the computer systems, networks and software used by the Customer which Secure Retail may have access to, from the introduction of Viruses. Secure Retail shall not be liable to and shall not be obliged to indemnify the Customer for the introduction of any Virus to the Customer's hosting environment, computer systems, networks, and software, unless directly attributable to Secure Retail's wilful misconduct. Secure Retail shall not be in any case obliged to remove any Virus affecting any hosting environment, computer systems, networks, and software—including the Software—used by the Customer.

9.10 By executing the Contract, the Customer authorizes Secure Retail to interact remotely with the Software installed in the Hardware located at any Store, at any time and from time to time, to test, troubleshoot, support, update such Software, and/or analyze the use of the Software.

9.11 Under the Contract, Secure Retail shall only grant to the Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable right and license to use the Software solely and exclusively: (i) for the Customer's own business operations; (ii) at the Stores and by the Authorized Users; (iii) in accordance with these Terms and Conditions and the Contract; and (iv) on the Hardware on which the respective Software was first installed for operation ("**License**"), or, on a temporary basis, on a back-up system if such Hardware is inoperative. The Licenses shall be effective as of the date when the respective Hardware and Software become operational at the relevant Store. For greater clarity, the Software shall be licensed or sublicensed, not sold. Nothing contained herein and/or in the Contract shall be construed as granting or conferring any property rights to the Customer in relation to the Software which shall remain the sole and exclusive property of Secure Retail or the relevant Vendor.

10. THIRD-PARTY VENDORS

10.1 If: (i) software from third-party vendors ("**Vendors**") is embedded in the Software; and/or (ii) software and/or services from Vendors are required to use the POS Solution (collectively, "**Third-Party Products**"), Secure Retail shall make its commercially reasonable best efforts to make those Third-Party Products available for the Customer throughout the term of the Contract. The Customer shall not acquire title or any other right to or in any Third-Party Product, except for those expressly established in the relevant agreements by and between Secure Retail and the Vendors and/or the Contract.

10.2 The Customer acknowledges and agrees that Secure Retail may, at its sole discretion, change or terminate any commercial relationship with any Vendor without incurring in any liability to the Customer or any obligation to indemnify the Customer. Secure Retail: (i) shall not be responsible for and does not guarantee that the Vendors will continue providing the Third-Party Products during the term of the Contract; (ii) is not obliged to replace the Third-Party Products if the Vendors discontinue providing them; and (iii) does not represent nor warrant that the Vendors are the rightful owners or licensors of the Vendors' software and that they are not in infringement of third-parties' rights on such software.

10.3 If any Third-Party Product becomes unavailable for any reason whatsoever during the term of the Contract, Secure Retail shall make its commercially reasonable best efforts to replace such Third-Party Product with another service or software directly or through another third-party. If Secure Retail is not able to replace the respective Third-Party Product—directly or through another third-party—and such lack of availability materially affects the performance of the POS Solution, any of the Parties may immediately terminate the Contract without any liability or indemnification obligation to the other Party.

11. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

11.1 The Parties own and/or have rights and interests in and to and shall retain all such rights, titles, and interests in and to their software, Intellectual Property, Confidential Information, and the POS Solution in the case of Secure Retail (collectively, "**Property**"). Except as expressly permitted herein or in the Contract, the Parties shall not: (i) acquire any title, ownership, license, or other right to and in any of the other Party's Property; (ii) claim any right, title, or interest in or to the other Party's Property; (iii) file any action to challenge or raise any question or objection, to the validity, enforceability, registration, patentability, or any other right or interest of the other Party in the other Party's Property; (iv) register any Intellectual Property right, or maintain any Intellectual Property right or interest relating to or arising out of the other Party's Property; (v) copy any of the other Party's Property; (vi) delete, modify, analyze, translate, convert, reverse engineer, decompile, disassemble, enhance, or otherwise attempt to gain access to any of the other Party's Property; (vii) disclose any of the other Party's Property to any third-party; (viii) sell, market, rent, lease, transfer, distribute, or sublicense the other Party's Property, in whole or in part, to any third-party; (ix) create derivative works from the other Party's Property; (x) register or apply for registration of a trademark, tradename, or domain name using the other Party's trademarks, tradenames, or domain names or any confusingly similar mark; or (xi) use any of the other Party's Property contrary to the terms of these Terms and Conditions and/or the Contract.

11.2 If a Party fails to comply with the obligations set forth in [Section 11.1](#), the other Party may immediately terminate the Contract and any Intellectual Property created, conceived, acquired, suggested, discovered, or developed by the breaching Party, or under the breaching Party's direction, either solely or jointly with others, which relates to, relies on, or uses any element of the other Party's Property, shall be treated as Confidential Information of the other Party and shall be the sole exclusive property of the other Party.

11.3 The Customer shall promptly notify Secure Retail in writing of any conflicting use, act of infringement, or appropriation that comes to its attention regarding the POS Solution and shall provide any documentation relating thereto which is reasonably available. The Customer shall reasonably cooperate with and assist Secure Retail on any such action or step and in the event of any such complaint, except to the extent that doing so would result in a conflict of interest and/or is not allowed under any applicable laws or regulations. Any damages or sums recovered by Secure Retail in such action or complaint, or any settlement thereof shall be retained by Secure Retail. The Customer shall not at any time settle any such action or complaint without first obtaining the written consent of Secure Retail.

11.4 The Customer acknowledges and agrees that Secure Retail shall: (i) own and retain all right, title, and interest in and to any customizations to any of the Software and all Intellectual Property relating thereto specifically requested by the Customer and agreed to by Secure Retail ("**Customizations**"); and (ii) be able to make any Customization generally available to its other customers. Prior to making any Customization, Secure Retail will inform the Customer of any additional fees for such Customization and/or the support and maintenance of the Customization that is not incorporated into Secure Retail's base product and will discuss in good faith with the Customer the basis for and amount of such additional fees. Such additional support and maintenance fees will be agreed upon in writing by the Parties. For greater clarity, corrections, Improvements, or any other changes to the Software—even those suggested or discovered by the Customer—are not included in the definition of Customizations. Secure Retail shall also own and retain all right, title, and interest in and to any correction, Improvement and/or changes to the Software.

12. **REPORTING SERVICES**

12.1 If under the Contract the Customer purchases report center services ("**Reporting Services**"), the rendering of such Reporting Services will be subject to the terms and conditions set forth herein and in the Contract.

12.2 The Reporting Services shall exclusively include the following:

- a. Provision and publishing of certain standard reports, as listed in the Contract ("**Reports**").
- b. Support in case of malfunction of Reports.
- c. Training on how to visualize and use Reports. Such training shall be subject to the terms and conditions set forth in [Section 8](#).

12.3 Unless otherwise expressly stated herein or in the Contract, Secure Retail shall exclusively render the Reporting Services: (i) remotely; and (ii) during Business Days.

12.4 Secure Retail shall not be obliged to provide the Customer with any update to the design, display, and/or layout of the Reports nor with any new Report that Secure Retail may develop and offer to other customers ("**New Reports**"). If Secure Retail provides the Customer with any updates to the Reports or any New Report, Secure Retail shall provide training on such updates or New Reports, in accordance with [Section 8](#).

12.5 The Customer acknowledges and agrees that the Reports and New Reports to be provided by Secure Retail under the Contract and/or the data contained in any Report and/or any New Report may not be available at all times and may contain inaccuracies. Secure Retail shall not be liable to the Customer for any direct, consequential, special, indirect, and/or incidental damage caused by, or in connection with: (i) any Report; (ii) any New Report; (iii) any unavailability of a Report, a New Report, or any data therein; (iv) any information contained in any Report and/or any New Report; and/or (iv) the utilization by the Customer of any Report, any New Report and/or the information contained therein.

12.6 Nothing contained in these Terms and Conditions and/or in the Contract shall be construed as granting or conferring any property rights in the design of the Reports and the New Reports to the Customer.

12.7 The Customer acknowledges and agrees that it must acquire, at its own cost, PowerBi Pro licenses to access the Reports. For greater clarity, the costs of the PowerBi Pro licenses—and any other related cost—are not included in the Fees. If the Customer purchases the PowerBi licenses through Microsoft 365 or TechSoup Global Network, the Customer shall acquire one PowerBi Pro license for each user of PowerBi as designated by the Customer and one PowerBi Pro license for Secure Retail with the relevant administrator permissions and an email account under the

Customer's Microsoft tenant name. If the Customer purchases the PowerBi licenses through Secure Retail, the latter shall provide the Customer with a quote for as many licenses as the Customer needs and related costs. If the Customer fails to purchase such PowerBi Pro licenses, Secure Retail shall not be obliged to perform the Reporting Services, but it shall have the right to charge and collect the Fees corresponding to such Reporting Services from the Customer.

13. ORDERING PROCESS

Unless otherwise established in the Contract, the process to order the POS Solution or any of its components shall be as follows:

- a. Secure Retail shall issue an estimate ("**Estimate**") for the requested POS Solution or the requested components of the POS Solution ("**Requested Products**"). All Estimates shall include the type, quantity, and prices of the Requested Products.
- b. Secure Retail shall send the Estimate to the Customer via email to the Customer's email address indicated in [Section 22.1.b](#). To accept the Estimate, the Customer shall send a signed copy of the Estimate to Secure Retail via email to the email address to be indicated in writing by Secure Retail. Estimates may be: (i) included in the Proposal or Contract; or (ii) sent to the Customer separately.
- c. Once an Estimate is accepted and the Requested Products are shipped, deployed, and/or rendered, Secure Retail shall issue and send to the Customer and the Customer shall pay, the Invoices for the relevant Requested Products in accordance with the terms and conditions set forth herein and in the Contract.

14. FEES AND EXPENSES

14.1 The Customer shall pay Secure Retail, in consideration for the POS Solution or any element or component thereto such as Hardware, Software, Supplies, Services, and/or Add-Ons, the fees detailed in the Proposal, Contract, or Estimate ("**Fees**").

14.2 Secure Retail shall issue the invoices for the Fees in electronic or paper form ("**Invoices**") and send them to the Customer to the email address or domicile indicated in [Section 22.1.b](#). The Customer shall pay the Invoices within 10 (ten) Business Days as from the date on which the Customer receives them, by: (i) cheque, credit card, or direct debit; (ii) deposit, Automated Clearing House (ACH) payments, electronic fund transfers (EFT), or wire transfers of the corresponding amounts to the bank account to be indicated in writing by Secure Retail; or (iii) any other payment method accepted by Secure Retail (each of them, a "**Payment Method**"). By providing Secure Retail with a Payment Method, the Customer authorizes Secure Retail to automatically charge that Payment Method, or any updated Payment Method the Customer provides, for all expenses and Fees incurred by the Customer under the Contract. Secure Retail may change any or all Payment Methods and/or the bank account originally informed at any time and at its sole discretion, in which case Secure Retail shall inform any of such circumstance to the Customer with at least 5 (five) calendar days in advance as from the date on which a payment under the Contract becomes due. The Customer must provide Secure Retail with complete and accurate Payment Method information, as well as billing and contact information, including the Customer's complete legal name, street address, email address, and the name and telephone number of an authorized billing contact. The Customer must inform Secure Retail of any change regarding said information within 2 (two) calendar days as of any such change.

14.3 The Customer shall notify Secure Retail in writing of any dispute with any Invoice along with substantiating documentation and a reasonably detailed description of the dispute, within 5 (five) calendar days from the date of receipt of such Invoice. The Customer shall pay all undisputed amounts due under that Invoice within the period set forth in these Terms and Conditions. The Parties shall seek to resolve any such disputes expeditiously and in good faith. Notwithstanding, the Parties shall continue performing each of their obligations under the Contract during any dispute, including the Customer's obligation to pay all due Invoices in accordance with these Terms and Conditions. The Customer will be deemed to have: (i) accepted all Invoices for which Secure Retail does not receive timely notification of a dispute; and (ii) waived any claim with respect to such accepted Invoices.

14.4 All Fees are payable in the currency specified in the Contract or Estimate and are non-refundable unless stated otherwise in the Contract. The Customer acknowledges and agrees that Secure Retail may modify the Fees after the first year of the Contract. Should Secure Retail modify the Fees, Secure Retail shall inform such circumstance to the Customer to the latter's email address indicated in [Section 22.1.b](#). The Customer shall have 5 (five) Business Days as from Secure Retail's email notice to reject the new Fees. If the Customer rejects the new Fees, the Parties shall negotiate them for a period of 10 (ten) Business Days as from the Customer's rejection. If the Parties do not agree on the new Fees, the Contract shall be terminated immediately upon the expiration of the 10-day term indicated above. If the Customer does not expressly reject in writing the new Fees within the 5-day term indicated herein, it shall be construed

that the Customer accepted the new Fees.

14.5 Any amount overdue under the Contract shall bear interest at the rate of 10% (ten percent) per year from the date on which the payment becomes due and until the relevant payment is fully cancelled. The Customer shall also reimburse Secure Retail for all costs incurred by the latter in collecting any late payments, including legal fees and court costs. If the Customer defaults on any payment under the Contract, Secure Retail may declare all outstanding payments thereunder immediately due and payable. Secure Retail may also enforce any other rights or remedies it may have under these Terms and Conditions, the Contract, or any applicable law, which rights and remedies may be exercised separately or in combination.

14.6 The Fees do not include taxes, withholdings, duties, and charges unless otherwise quoted in the Contract or Estimate. The Customer shall bear and be solely liable for all taxes, withholdings, duties, and charges that apply and may apply in the future to the sale of Hardware, Software, Supplies, and/or Services, except for taxes from which the Customer is exempted by law as shown by a valid tax exemption certificate. The Customer shall indemnify and hold Secure Retail and its Representatives harmless if any tax authority requires any of them to pay any of such taxes, withholdings, duties, or other charges for which the Customer is responsible.

14.7 The Fees do not include any ancillary expenses—including shipping and handling costs—unless otherwise quoted in the Contract or Estimate. The Customer shall bear the travel costs (“**Travel Costs**”) incurred by Secure Retail’s employees visiting one or more Stores to render Services (“**Installers**”). Travel Costs include the employees’ transportation—airfare, vehicle rental, gas, and/or Uber/Lyft or similar ride-hailing services—, accommodation, and meals expenditures. Secure Retail shall invoice the Customer for the reimbursement of shipping costs, handling costs, and the Travel Costs. If Travel Costs are expected to exceed US\$1,500.00 (United States Dollars One Thousand Five Hundred) per Installer in a 1-week time frame, Secure Retail shall inform that situation to the Customer before incurring in such exceeding expenditures. If the Customer rejects the Travel Costs exceeding the threshold herein indicated, Secure Retail shall make its best efforts to reduce the Travel Costs. If it is not possible to reduce the Travel Costs, and Secure Retail provides evidence of such circumstance, the Customer shall be obliged to accept such Travel Costs and reimburse them. Secure Retail shall provide the Customer with copies of the receipts for charges related to Travel Costs.

14.8 Any pricing errors or unintentional misrepresentations of any of the POS Solution elements or components availability or features (“**Errors**”) will be corrected by Secure Retail as soon as practicable following discovery. Secure Retail reserves the right to revoke any quote, cancel any Estimate, or adjust amounts due after the discovery of relevant Errors. Secure Retail’s sole obligation if it cancels an Estimate due to Error will be to refund any amount already paid by the Customer.

15. **RESTRICTIONS TO THE ACCESS TO THE POS SOLUTION**

15.1 Secure Retail shall provide: (i) the Customer with the number of administrator user accounts indicated in the Contract for secure administrator access to the POS Solution (“**Administrator User Accounts**”) upon Customer’s written request provided, however, that any such accounts may not be accessible or effective until at least one of the Stores becomes operational; and (ii) the holders of such Administrator User Accounts with the necessary tools to create other users to access the POS Solution.

15.2 The Customer shall not use or modify the Software in any manner likely to negate, impair or dilute any of the rights of Secure Retail. The Customer shall not, either during the term of the Contract or at any time thereafter, contest or dispute or assist another in contesting or disputing, directly or indirectly, the validity, ownership, control, or enforceability of any of Secure Retail’s right, title, and interest in and to the POS Solution or any element or component thereto.

15.3 The Customer shall access and/or use the POS Solution in a careful and prudent manner, in accordance with these Terms and Conditions, the Contract, and any other documentation and/or instruction provided by Secure Retail.

15.4 The Customer shall not, nor shall the Customer permit any person, other than Secure Retail and/or its Representatives, to modify, disassemble, perform maintenance on, service or attempt any repair or adjustment to any element or component of the POS Solution.

15.5 Secure Retail hereby retains all worldwide rights to: (i) reproduce, translate, distribute, and publish the POS Solution and all Intellectual Property relating thereto; and (ii) protect such works under applicable intellectual property laws. For greater clarity, the Customer shall not use the POS Solution or any element or component thereto anywhere in the world except as specifically permitted under these Terms and Conditions and/or the Contract.

15.6 The Customer will not: (i) commit any act that may conflict with or adversely affect in any way the provision or operation of the POS Solution or any part thereto by Secure Retail; (ii) abuse, tamper with or fraudulently use the POS Solution or any part thereto or permit or assist others to abuse, tamper with or fraudulently use the POS Solution or any part thereto; (iii) either use the POS Solution or any part thereto or permit or assist others to use the POS Solution or any part thereto (a) in any manner that conflicts or alters Secure Retail's provision of services and/or software to its other customers, (b) for any purpose or in any manner directly or indirectly in violation of applicable laws or in violation of any third-party rights, or (c) to transfer data that is known to be false or counterfeit, or that is obscene, indecent or otherwise offensive, or that contains sensitive data such as health data; (iv) perform load or penetration tests on the POS Solution without Secure Retail's written consent; and/or (v) use the test environment of the Software or any part thereto for production data.

16. ENVIRONMENTAL CONDITIONS, SERVER, AND HARDWARE REQUIREMENTS

16.1 The Customer shall maintain, during the term of the Contract, the environmental conditions of the areas of the Stores where Secure Retail installs any Hardware and/or performs any of the Services, pursuant to the specifications that Secure Retail gives in writing to the Customer.

16.2 The Customer shall procure at its own expense, web hosting services from a company that provides sufficient space on a server providing Internet connectivity and data warehousing ("**Web Host**"), in accordance with the specifications that Secure Retail gives in writing to the Customer, so that Secure Retail can properly render the Services. Secure Retail may rent such web hosting services from a Web Host on behalf of the Customer, in which case the Customer shall reimburse the cost of the web hosting services to Secure Retail. If Secure Retail rents the web hosting services, Secure Retail may change the Web Host at any time without the need of the Customer's consent, by giving prior written notice to the Customer 10 (ten) Business Days before such change takes place. Secure Retail shall not be responsible for any downtime, loss of data, nor for any malfunction, delay, or decrease in the performance of the POS Solution or any of its components caused by the Web Host, even if Secure Retail rented the web hosting services.

16.3 If the Customer owns or possesses outdated and/or inadequate computer hardware, operating systems, and/or software that may affect the rendering of the Services, the functionality of the Software, and/or the overall performance of the POS Solution, Secure Retail may request the Customer to replace such computer hardware, operating systems and/or software for newer versions at the Customer's sole and exclusive expense. If the Customer does not purchase up-to-date computer hardware, operating systems, and/or software pursuant to Secure Retail's request, Secure Retail shall not be responsible for any malfunction, delay, or decrease in the performance of the POS Solution or any of its components.

16.4 Secure Retail may suspend the access to any Software and/or the provision of any or all of the Services if the Customer fails to comply with any of the obligations and requirements set forth in Sections 16.1 to 16.3 ("**Requirements**"). Secure Retail shall not be liable to the Customer for any loss or damage caused by or in relation to the Customer's failure to comply with any of the Requirements.

17. TERM

Unless otherwise stated in the Contract, the term of the Contract shall commence on the date on which the Customer accepts the Proposal or on the date on which the Parties sign the respective written agreement, and it shall remain valid and in force for a period of 1 (one) year as from such acceptance or execution. Thereafter, the Contract shall be automatically renewed for additional consecutive periods of 1 (one) year.

18. TERMINATION

18.1 Any of the Parties may terminate the Contract without cause, upon written notice informing its decision in that regard to the other Party at least 60 (sixty) calendar days prior to the date on which the termination will take effect. Termination of the Contract under the terms set forth in this clause shall not create any liability or indemnification obligation to any of the Parties.

18.2 Failure to comply with any of the obligations set forth in the Contract by either Party shall entitle the other Party to terminate the Contract, upon notice to the defaulting Party to remedy the breach within a period of 15 (fifteen) calendar days counted as from the receipt of said notice. If the defaulting Party does not cure the respective breach after the expiration of the 15-day term, the complying Party may, at its sole option, immediately terminate the Contract and request compensation for the damages caused by the breach.

18.3 Notwithstanding Section 18.2 above, Secure Retail may immediately terminate the Contract if: (i) the Customer abuses, misuses, or negligently uses the POS Solution or any of its components; (ii) the Software and/or the Hardware is

serviced or repaired by an unauthorized individual or entity; (iii) the Customer uses devices, parts or accessories, other than Secure Retail's approved devices, parts or accessories that are attached to the Hardware; (iv) any amount payable under the Contract remains unpaid for 30 (thirty) calendar days as from the respective due date; and/or (v) the Customer becomes insolvent, ceases to carry on business as a going concern, makes an assignment for the benefit of its creditors, attempts or makes a bulk sale of its assets without the prior written consent of Secure Retail, makes a proposal or commits an act of bankruptcy under any applicable law, institutes or has instituted against it or its property or business proceedings in bankruptcy, insolvency, receivership, reorganization, arrangement, amalgamation, or winding up (each of them, an "**Event of Default**").

18.4 The Customer's obligation to pay any outstanding debt with Secure Retail under the Contract shall survive the termination of the Contract.

19. LIMITATION OF LIABILITY

19.1 Secure Retail shall: (i) not be liable in any way to the Customer for business interruption, loss of profits, loss of contracts, and/or any other kind of loss howsoever caused; (ii) not be liable in any way to the Customer for consequential, special, indirect, punitive, exemplary and/or incidental damages howsoever caused; and (iii) have no exemplary, punitive, or other liability with respect to the Customer whether in contract, tort, or any other legal theory, even if advised of the possibility of such liability.

19.2 If the limitations set forth in [Section 19.1](#) are held unenforceable by a competent court of justice, Secure Retail's aggregate liability under the Contract shall be limited to the amounts paid or payable by the Customer to Secure Retail under the Contract in the month preceding the relevant claim. If the former limitation of liability is held unenforceable by a competent court of justice, Secure Retail's aggregate liability shall be in any case limited to a sum equal to the amounts paid by the Customer to Secure Retail under the Contract until the relevant claim.

19.3 Secure Retail shall not be responsible for any damage to property, and/or injuries to and/or death of individuals that may be caused by any of the Installers when performing any of the Services at any of the Stores.

19.4 The Customer acknowledges and agrees that Secure Retail and its Representatives are not and shall not be liable to the Customer for any cancellation, rejection, decline, and/or error of, or in relation to, any transaction processed offline with the "Store and Forward" application—or any other application that may replace it in the future—and using a pin pad provided by Secure Retail and/or any other Hardware, regardless of the cause of such cancellation, rejection, decline, and/or error.

19.5 The Customer shall indemnify, defend, and hold Secure Retail and its Representatives harmless from any and all claims arising from, or in relation to, any transaction cancelled, rejected, declined, or subject to a processing error, that was processed offline with the "Store and Forward" application—or any other application that may replace it in the future—and using a pin pad provided by Secure Retail and/or any other Hardware, regardless of the cause of such cancellation, rejection, decline, and/or error.

20. CONFIDENTIALITY

20.1 For purposes of these Terms and Conditions, the term "**Confidential Information**" includes any Proposal, any Contract and all information, data or documents which are confidential and owned by any of the Parties: (i) that is or was disclosed to the other Party in writing or orally or by any other means under the Contract or prior to its execution; (ii) of which the other Party may become aware due to the execution of the Contract, regardless of the fact that the disclosing Party indicates or not to the other Party the confidential nature of said Confidential Information; and/or (iii) that is created or developed by any of the Parties or that belongs or is used or possessed by any of them, whether said Confidential Information is adequately protected pursuant to any applicable intellectual property legislation or not, including, without limitation: (a) Personal Information; (b) any agreement, financial, commercial and/or technical information, reports, forecasts, analysis, compilations, statistics, summaries, surveys, trademarks or commercial secrets, product specifications and/or software, data base technology, systems, structures, programs, data, know-how, formulae, designs, sketches, codes, photographs, graphics, drawings, samples; (c) inventions and ideas, research and development, whether developed, produced, or obtained prior or after the execution of the Contract; (d) methods and production and distribution proceedings, lists of clients, suppliers, vendors, subcontractors, and/or commercial partners and any other information related to them; and (e) any other materials or information or any material based on the former.

20.2 The confidentiality obligations set forth herein shall not apply to information that: (i) any of the Parties must disclose upon any applicable law, regulation, or request of a court of justice of competent jurisdiction or other competent governmental authority; or (ii) it was or becomes publicly known or accessible to the public without any

breach of the terms herein by the Party receiving the Confidential Information. If any of the Parties must disclose any Confidential Information pursuant to item (i) above (“**Requested Party**”), such Requested Party must inform the other Party of such circumstance before disclosing any Confidential Information so that the other Party may, at its sole option, seek a protective order or take such other action as it deems appropriate. If such protective order or other remedy is not obtained for whatever reason, the Requested Party shall furnish only that portion of Confidential Information that it is legally required to disclose.

20.3 The Parties agree that they shall treat and maintain the Confidential Information as strictly confidential, and not disclose it to third-parties without the disclosing Party’s prior written approval. When such disclosure is permitted under the terms hereof, the receiving Party shall obtain from such third-parties confidentiality commitments in terms substantially identical to the obligations undertaken herein before disclosing any Confidential Information.

20.4 The Parties shall only use the other Party’s Confidential Information to comply with their obligations under the Contract and they shall only disclose Confidential Information to their directors, agents, representatives, officers, managers, affiliates, and employees (each of them, a “**Representative**”) and/or outsourced consultants that need to have access to the Confidential Information for such purposes. Before any disclosure of Confidential Information, the receiving Party shall require their Representatives to whom Confidential Information belonging to the disclosing Party is to be disclosed, to sign a confidentiality agreement as a condition precedent to receive access to the disclosing Party’s Confidential Information. The receiving Party assumes full responsibility for the acts and omissions of its Representatives with respect to the disclosing Party’s Confidential Information.

20.5 Disclosure of Confidential Information by any of the Parties to the other Party shall not be deemed nor be construed as the grant of any express or implied license, or any other right in the disclosed Confidential Information, which shall remain the property of the disclosing Party.

20.6 Upon the disclosing Party’s request, or in case of expiration or early termination of the Contract by any reason whatsoever, the other Party shall immediately return to the disclosing Party all Confidential Information —and any copies thereof— whether written, printed, included in graphics or any other tangible form. Unless otherwise mandated by any applicable law, the receiving Party shall not keep any Confidential Information of the disclosing Party in any form of electronic storage after the expiration or early termination of the Contract.

20.7 Any breach of the confidentiality obligations set forth herein may cause serious and irreparable harm to the disclosing Party. Thus, any such breach will entitle the disclosing Party to injunctive relief, in addition to all other legal or equitable remedies that may be available.

20.8 Each Party (“**Indemnifying Party**”) shall indemnify, defend, and hold harmless the other Party and its Representatives (collectively, “**Indemnified Party**”) from any and all third-party claims arising from, connected to or based on allegations of failure on the part of the Indemnifying Party to comply with any of its obligations relating to Confidential Information. The Indemnifying Party will not consent to any judgment, attachment of any lien, or any other act adverse to the interest of the Indemnified Party without the express written consent of the Indemnified Party.

20.9 The confidentiality obligations assumed by the Parties hereunder shall not expire.

21. **PCI-DSS PROVISIONS**

21.1 The Customer acknowledges and agrees that regarding the Payment Card Industry Data Security Standard (“**PCI-DSS**”), the Customer, referred to as the “Merchant” under the PCI-DSS, is ultimately responsible for protecting credit card information. Secure Retail is not and shall not be responsible for ensuring that the Customer’s business adheres to PCI-DSS or any other compliancy, including, but not limited to, applicable privacy laws.

21.2 The Customer acknowledges and accepts that credit card providers, banks, and credit card processing companies implement and require specific procedures and policies in conjunction with their cards and services, and these Terms and Conditions.

21.3 The Customer shall be solely responsible for complying with all policies, rules, regulations, and procedures required by the credit card companies, banks, and/or processors it elects to accept and process payments, as well as for complying with all applicable privacy laws. The Customer shall indemnify and hold Secure Retail and its Representatives (collectively, “**Injured Party**”) harmless from and against, any and all losses, obligations, claims, damages, demands, liabilities, actions, costs, fees and expenses, including reasonable legal fees and disbursements incurred or suffered by, or asserted by a third-party against an Injured Party in any way relating to or resulting from the Customer’s failure to comply with, or breach of: (i) PCI-DSS; (ii) any other policies, rules, regulations, and procedures required by credit card companies, banks, Interac, processors, or payment processing related entities; and/or (iii) any

applicable privacy laws.

21.4 Except as specified herein, Secure Retail disclaims all warranties, conditions, representations, and statements, express or implied, statutory, or otherwise, including any implied conditions or warranties of merchantability or fitness for a particular purpose or use. Secure Retail shall not be liable in any way for any indirect, special, consequential, or incidental damages or loss of any kind howsoever caused, including, but not limited to, loss of profits or of contracts. Secure Retail shall not be liable for damages or loss, including, without limitation, direct damages, resulting from: (i) any lost data, without limitation, due to the malfunction of the Software; (ii) any delay in answering any request for support of the Software; (iii) non-compliance with, or breach of, PCI-DSS and/or any other policies, rules, regulations, and procedures required by credit card companies, banks, Interac, processors, and/or payment processing related entities; and (iv) non-compliance with, or breach of, any applicable privacy laws by the Customer and/or its clients.

21.5 If the Customer provides Personal Information to Secure Retail—including by uploading or transmitting in or through the Software—the Customer shall ensure that at all disclosures have been provided and all consents have been obtained that are, in each case, required under applicable laws regarding the collection, storage, use, and disclosure of such Personal Information by the Customer.

21.6 Secure Retail shall implement appropriate security measures—such as physical, software, and network security measures, employee screening, training, and supervision and appropriate agreements with employees—to protect any Personal Information provided by the Customer from accidental, unlawful, or unauthorized access, use, disclosure, tampering, destruction, corruption, and/or loss.

21.7 If security vulnerabilities are identified on a component of the POS Solution, that may derive in any accidental, unlawful, or unauthorized access, use, disclosure, tampering, destruction, corruption, or loss Personal Information provided by the Customer to Secure Retail (“**Security Event**”), Secure Retail will provide the Customer with: (i) instructions to mitigate the risk of that vulnerability being exploited; and (ii) a patch release or security update as soon as reasonably possible with the necessary support to properly deploy the patch or security update. Each Party shall notify the other Party by e-mail at the email addresses indicated in [Section 22.1](#), the occurrence of a Security Event within 24 (twenty-four) hours after the respective Party becomes aware of such Security Event. In case of a Security Event, the Parties shall: (i) continue to provide each other with reasonable details regarding the Security Event, as they become available; and (ii) provide full and prompt cooperation and support as reasonably requested in investigating and addressing the Security Event.

21.8 Secure Retail shall not be liable to the Customer and/or any other third-party for any damage or loss caused by any accidental, unlawful, or unauthorized access, use, disclosure, tampering, destruction, corruption, or loss of Personal Information provided by the Customer to Secure Retail unless directly attributable to Secure Retail’s wilful misconduct.

22. **DOMICILES**

22.1 For the purposes of the Contract, the Parties establish their special domiciles at the addresses indicated below, where all judicial and extrajudicial notifications shall be considered valid:

a. If to Secure Retail:

Secure Retail POS Inc.
1768 St. James Street
Winnipeg, MB
Canada, R3H 0L3
Att.: Jason Purcell
Email: jason@secureretail.ca

b. If to the Customer:

Secure Retail shall send all the notices to the Customer under the Contract, to the Customer’s main address and/or email address that Secure Retail has on record in the Customer’s account information.

22.2 All notices and/or notifications, whether judicial or extrajudicial, shall be valid if made or served by email, unless any applicable law or regulation requires such notices and/or notifications to be served in physical format.

22.3 The Parties may change their domiciles and/or email addresses, in which case the respective Party must communicate such change to the other Party at least 5 (five) calendar days in advance as from the date on which such change shall become effective.

23. MISCELLANEOUS

23.1 All supply of Hardware, Software—including Updates and Improvements—, Supplies, Services, and/or Add-Ons by Secure Retail to the Customer is and will be subject to the terms and conditions set forth herein and in the Contract. In case of conflict between these Terms and Conditions and the Contract, the Contract shall prevail.

23.2 During the term of the Contract, the Customer shall cooperate and promptly do, make, execute, and/or deliver or cause to be made, executed and/or delivered, such further acts as Secure Retail may reasonably require from time to time for the purpose of providing the POS Solution and/or complying with any of its obligations under the Contract. For purposes of such collaboration, among other activities and permissions, the Customer shall grant access to Secure Retail to: (i) the Customer's operating environment and systems; (ii) information on any constraint related to the Customer's operating environment and systems and other operating parameters as may be reasonably requested by Secure Retail; and (iii) the contact information of the Customer's personnel and subcontractors. Additionally, the Customer shall grant to Secure Retail a non-exclusive, non-transferable, non-sublicensable, non-assignable right and license to use and have access to any Customer's Intellectual Property, as it may be reasonably necessary to provide the Services.

23.3 The Customer will: (i) identify the individuals that shall be authorized to have access to the POS Solution at each Store ("**Authorized Users**"); and (ii) provide Secure Retail with a list of such Authorized Users within 10 (ten) Business Days as from the execution of the Contract. If the Customer fails to comply with these obligations, Secure Retail shall not be obliged to grant the Customer access to the POS Solution. Unless otherwise stated in the Contract, only the Authorized Users shall have access to the POS Solution.

23.4 Except as specified herein, Secure Retail disclaims all warranties, conditions, representations, and statements, express or implied, statutory, or otherwise, including any implied conditions or warranties of merchantability or fitness for a particular purpose or use. Secure Retail does not warrant that the Software and/or the Services will be error-free or will operate without interruption.

23.5 By executing the Contract, the Customer grants Secure Retail the right and license to: (i) identify the Customer as a customer of Secure Retail; and (ii) include the Customer's name, tradename, trademark, and/or any other way of identification, as well as a brief description of the Customer's business, in any and all of Secure Retail's marketing materials on whichever format and/or platform, existing and/or to be created in the future.

23.6 If the Customer provides Secure Retail with reports, comments, suggestions, ideas, or other feedback on: (i) the POS Solution or any element or component thereto; or (ii) Secure Retail's business, whether written or oral (collectively, "**Feedback**"), by executing the Contract, the Customer grants Secure Retail a worldwide, irrevocable, transferable, perpetual, royalty-free right and license to use the Feedback to improve the POS Solution or any element or component thereto, develop new products, and for any other purpose without any consideration or compensation whatsoever. The provision of Feedback is strictly voluntary and, thus, Secure Retail shall not be obliged to keep it confidential.

23.7 The Customer acknowledges and agrees that: (i) all delivery dates that Secure Retail may indicate in the Proposal or the Contract—including the time frame within which Secure Retail estimates that all Stores will become operational—are only estimates; and (ii) Secure Retail shall not be liable for failure to meet any of such stated delivery dates.

23.8 The Parties are independent parties, each of them with management and personnel of their own. None of the Parties shall be construed as a partner, associate, employee, or representative of the other Party. Executing the Contract do not create, and none of the provisions herein and in the Contract shall be construed as to create any employment relationship, partnership, joint venture, or any kind of association between the Parties. Neither Party has the authority, right, or power to bind the other Party or to create obligations on the other Party's behalf, without the other Party's prior written consent.

23.9 If the Stores or any of them are located outside of Canada, the Customer will, at its own expense, obtain and maintain through the term of the Contract all licenses, permits, approvals, and other authorizations required for, and will otherwise comply with all laws governing the importation of the components of the POS Solution into the country where the Stores are located ("**Country**") and will pay—and reimburse Secure Retail if it is required to pay—all export duties and related expenses. The Customer shall be the importer of record with the relevant customs authorities for the purpose of importing the components of the POS Solution into the Country.

23.10 If any approval or registration of the Contract is required to give the Contract legal effect, or with respect to exchange regulations or requirements to assure the right of remittance abroad of sums owed to Secure Retail under the

Contract (“**Required Registrations**”), the Customer agrees, at its sole expense, to take whatever steps that may be necessary to secure such Required Registrations as soon as practicably possible. Secure Retail may not commence performing its obligations under the Contract until all the Required Registrations are completed.

23.11 The Contract supersedes all prior agreements and understandings between the Parties related to the subject matter therein.

23.12 The Customer shall not assign the Contract without Secure Retail’s prior written consent.

23.13 Neither Party shall be liable for any failure or delay in the performance of any of its obligations under the Contract—except for the Customer’s obligation to pay any amount of money owed to Secure Retail under the Contract—if, and to the extent, such failure or delay is caused, directly or indirectly, by any act of God, elements of nature, war, earthquake, fire, flood, storm, lightning, civil commotion or disorder, act of terrorism, rebellion or revolution in any country, quarantine, embargo, riot, pandemic, epidemic, act of government, provided the non-performing Party is without fault in causing such failure or delay, and such failure or delay could not have been foreseen by the non-performing Party and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work-around plans or other means (“**Force Majeure**”). In the event of a situation of Force Majeure, the non-performing Party shall immediately notify the other Party in writing, describe at a reasonable level of detail the circumstances causing such delay, and use its best efforts to resume the performance of its obligations under the Contract as soon as reasonably practicable.

23.14 The indemnification, limitation of liability, and intellectual property obligations established in these Terms and Conditions will survive the expiration or early termination of the Contract.

23.15 The invalidity or non-enforceability of any of the provisions in these Terms and Conditions and/or the Contract shall not affect the remaining provisions hereto or thereto, which shall remain in full force and effect. Any provision of these Terms and Conditions and/or the Contract that may become totally or partially invalid or non-enforceable, to any reasonably possible extent, shall be replaced by mutual agreement of the Parties with another provision consistent herewith or therewith.

23.16 No waiver to any provision of these Terms and Conditions and/or the Contract by any of the Parties shall be effective unless such waiver is executed in writing. Such a waiver shall be effective only in relation to the specific instance and for the purpose for which it was given. No default or delay by any of the Parties in exercising any rights, powers, or privileges under these Terms and Conditions and/or the Contract shall operate as a waiver of any right hereunder or thereunder. A single or partial exercise shall not preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

23.17 The Contract shall not be modified or amended except by written documents executed by the Parties.

24. GOVERNING LAW AND JURISDICTION

24.1 The Proposal and the Contract shall be governed by and interpreted in accordance with the laws of the Province of Manitoba, Canada, without regard to conflict of laws principles.

24.2 To resolve any dispute or disagreement that may arise concerning the existence, execution, interpretation, validity, acceptance, scope, or performance of the Proposal and/or the Contract, the Parties agree to submit themselves to the jurisdiction of the Courts of Justice of the Province of Manitoba, Canada, located in the City of Winnipeg, expressly renouncing to any other jurisdiction which may correspond to them.

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