

AUTORIZAȚIA DE LA PRODUCATOR

SUZOHAPP

Malmö, Sweden, 2019-03-27

Form of Manufacturer's Authorization

Date: 2019-03-27
No. 10012

To: National Bank of Moldova

Subject: Automated line for the processing and packaging of metal coins

WHEREAS

We SUZOHAPP who are official manufacturers of Central Cash processing solution, having factories at Rönäng (Sweden), do hereby authorize SC "DAAC System Integrator" SRL to submit a bid the purpose of which is to provide the following Goods, manufactured by us SUZO HAPP, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty with respect to the Goods offered by the above firm.

Signed: 2019-03-27

Name: Alexander Bucur

Title: VP Global Technical Sales

Sign off,



ACTULUI CE ATESTA DREPTUL DE LIVRARE A BUNURILOR

DISTRIBUTION AGREEMENT

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a single name.

This **Distribution Agreement** (the "**Agreement**") is dated 2018, June 1st and made between:

- (1) **SUZOHAPP Netherlands B.V.**, a SUZOHAPP company duly incorporated and organized under the laws of the Netherlands, with company registration no. 23084035 having its principal office at Anthonie van Leeuwenhoekstraat 9, 3261 LT Oud-Beijerland, the Netherlands, hereinafter referred to as "**SUZOHAPP**"; and
- (2) **SC "Daac System Integrator" SRL**, a limited liability company incorporated under the laws of Moldova and having its registered office at 10 Calea Ieşilor str., Chişinău, Moldova, 2069-MD, hereinafter referred to as the "**Distributor**".

Each of SUZOHAPP and the Distributor is hereinafter referred to as a "**Party**" and, jointly, as the "**Parties**".

WHEREAS

- (A) SUZOHAPP and its group companies are engaged in the manufacturing, marketing, distribution and sales of (a) currency validators for use in amusement, bottling, gaming, lottery, parking, retail, transportation and vending equipment industries (collectively referred to as "**Components**") and (b) cash processing solutions such as cash deposit and recycling systems for the bank and retail industry, including both coin and note solutions, deposit and withdrawal systems, software solutions and related components, spare parts and services, automatic coin and note processing (collectively referred to as "**Solutions**") and is the proprietor of valuable IPR and software and trade secrets which SUZOHAPP uses in SUZOHAPP software and hardware technology.
- (B) The Distributor wishes to purchase and resell [Components] [and] [Solutions] (the "**Products**") from SUZOHAPP. SUZOHAPP is willing to supply on a non-exclusive basis the Products to the Distributor in the Territory as defined below on the terms and conditions set forth in this Agreement.
- (C) As part of being a distributor of SUZOHAPP, the Distributor will endeavour to promote and make more efficient the marketing of the Products of SUZOHAPP.
- (D) SUZOHAPP will allocate personnel and marketing efforts in order to facilitate the Distributor's sales and further invest in product development in order to increase sales.
- (E) It is the common intention of the Parties to establish a cost efficient long-term relationship with each other.
- (F) This Agreement sets out the terms and conditions for the supply and distribution of Products from SUZOHAPP to the Distributor.

Now, therefore, the Parties mutually agree as follows:



1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, the capitalized terms below shall have the meaning set out opposite them.

"Agreement"	shall mean this Agreement including attached Appendixes which shall form integral parts of the Agreement.
"Appendixes"	shall mean the appendixes attached to the Agreement.
"Bank"	shall mean financial institution licensed as a receiver of deposits.
"Central Cash Processing" or "CCP"	shall mean centers and other dedicated places with the main purpose to count, sort and package coin and notes in larger volumes.
"Components"	shall mean the components defined as Components in consideration A and listed in <u>Appendix 3</u> .
"Effective Date"	shall mean the date this Agreement has been signed by the Parties.
"Initial Period"	shall mean a period of twelve (12) months from the Effective Date.
"Intellectual Property"	shall mean all intellectual property rights worldwide arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired, including patent rights; rights associated with works of authorship including copyrights and mask work rights; Software (as defined below); rights relating to the protection of trade secrets and confidential information; know-how; utility models; trademarks; service marks; trade dress; trade names and design patent rights and any right analogous to those set forth herein and any other proprietary rights relating to intangible property.
"Key Accounts"	shall mean customers of SUZOHAPP set forth in <u>Appendix 1</u> .
"Market Segment(s)"	shall mean the market segment(s) set forth in <u>Appendix 2</u> excluding Key Accounts.
"Mints"	shall mean places where blanks and/or coins are manufactured.
"Products"	shall mean Components and/or Solutions as listed in <u>Appendix 3</u> .
"Retail"	shall mean the market for the sale of goods or services to consumers.



"Segments"	shall mean Bank, Central Cash Processing (or CCP), Mints, Retail, Transportation, Gaming, Vending, Amusement, Carwash and/or public laundry.
"Solutions"	shall mean the products, including Software, listed in <u>Appendix 3</u> .
"General Sales Terms and Conditions"	shall mean SUZOHAPP's general sales terms attached as <u>Appendix 4</u> to this Agreement.
"Spare Parts"	shall mean any component or equipment needed for repair or maintenance of Products.
"Territory"	shall mean the country or countries set out in <u>Appendix 10</u> .
"Transportation"	shall mean mass transit operations or authorities.

- 1.2 In the event of conflict or inconsistency between parts of this Agreement, this Agreement shall prevail over the Appendixes, unless the contrary is explicitly stated.
- 1.3 SUZOHAPP may in its sole discretion make changes to the Appendixes. Changes in the Appendixes shall be effective thirty (30) days following SUZOHAPP having notified the Distributor in writing thereof.
- 1.4 The division of this Agreement into separate articles and the insertion of headings shall not affect the interpretation of the Agreement.
2. **SCOPE OF DISTRIBUTORSHIP**
- 2.1 SUZOHAPP hereby appoints the Distributor as its non-exclusive distributor for the Territory and the Market Segment within the Territory subject to the terms and conditions hereinafter specified.
- 2.2 This Agreement applies to the Products including Spare Parts related thereto. SUZOHAPP reserves the right to, at any time, make changes in or improvements to the Products.
- 2.3 New Products which are marketed by SUZOHAPP, shall be covered by this Agreement only after written agreement between the Parties.
- 2.4 SUZOHAPP may by giving the Distributor sixty (60) days notice delete any Product, which is or will no longer be within SUZOHAPP's range of Products within the Territory, from the list of Products covered by this Agreement.
- 2.5 The sale of the Products in other territories or markets than the Territory respectively the Market Segments has been (a) explicitly allocated to other distributors or, where no such other distributor has been appointed yet, (b) explicitly reserved to SUZOHAPP. This means that Distributor shall not actively offer to sell, actively promote the sale, actively promote the servicing or otherwise actively seek customers for the Products or the servicing thereof in such other territories or Market Segments. In addition, Distributor shall not establish any branch or maintain any distribution depot for the sale and/or servicing of the Products in these territories.
- 2.6 Distributor shall have the right to promote the sale and servicing of the Products (and sell the Products) via internet, provided that Distributor strictly complies with its obligations under Article 2.7. This means, for instance, that Distributor shall not use banners directly



aimed at, or otherwise advertise directly to, customers in territories allocated to other resellers or reserved by SUZOHAPP. In addition, prior to promoting the sale of the Products via internet, Distributor shall seek and comply with SUZOHAPP's written guidelines on the online promotion and sale of Products.

- 2.7 The Distributor shall not appoint sub distributors, agents or other intermediaries in the Territory without SUZOHAPP's prior written consent. If such an intermediary is appointed, the Distributor shall cause the intermediary to act in every respect in conformity with the provisions of this Agreement. The Distributor is responsible for any act or omission by the intermediary. SUZOHAPP shall have no responsibility in this respect.
- 2.8 Notwithstanding the foregoing, SUZOHAPP reserves the right to market and sell the Products directly to customers in the Territory, in particular to:
- (i) Original Equipment Manufacturers ("OEM") engaged in the manufacture or development of products or systems provided that the OEM incorporate the Products into a product or system comprising a substantial amount of other components produced by or for the OEM and such product or system is offered for sale or lease to third parties in the normal course of the OEM's business;
 - (ii) [Customers, including but not limited to such customers as national Banks and large Retail chains, whose use of the Products is so advanced or complex (e.g. integrating of the Products in the customer's components or network) that SUZOHAPP at that time finds it necessary to have the Products delivered to them directly from SUZOHAPP.]¹
 - (iii) Key Accounts, as specified in Appendix 1, to be updated from time to time.
- 2.9 SUZOHAPP shall be entitled to nominate a local customer of the Distributor as Key Account if such customer is a member of an internationally operating group of companies and such group of companies becomes a customer of SUZOHAPP. However, in such case the Distributor shall be entitled to continue to provide after sales services to the local customer, provided that the Distributor is able to comply with the servicing standards agreed by SUZOHAPP with the group of companies.
- 2.10 The Distributor shall not be allowed to sell Components to manufacturers.²
- 2.11 Should the Distributor by some reason reject an order for Products, the Distributor undertakes to inform SUZOHAPP thereof without delay.
3. **LEGAL RELATIONSHIP**
- 3.1 The Distributor shall buy the Products as an independent contractor and shall sell the Products in its own name, for its own account and on its own risk. The Distributor may not in any respect represent SUZOHAPP or enter into any agreement or other commitment on SUZOHAPP's behalf.
4. **ORDERS, PRICES, PAYMENT AND DELIVERY**
- 4.1 The Distributor shall order the Products by sending its written order to SUZOHAPP specifying as a minimum the specific Products requested, the quantities required and the desired time for delivery.

¹ Only applicable if the Distributor shall market and sell Solutions.




- 4.2 All orders for Products are subject to acceptance by SUZOHAPP and for the avoidance of doubt no binding obligation to supply or buy Products under this Agreement shall be deemed to exist prior to an order having been duly confirmed by SUZOHAPP. Objections against a confirmation of order issued by SUZOHAPP shall be made without delay.
- 4.3 Each order shall as a minimum concern an amount as set out in Appendix 5.
- 4.4 In the event of discrepancies between any purchase order confirmed by SUZOHAPP and this Agreement, the terms of this Agreement shall prevail.
- 4.5 The Distributor shall buy the Products at prices according to the price list set out in Appendix 5, as amended by SUZOHAPP from time to time.
- 4.6 All payments for Products delivered under this Agreement shall, if not otherwise agreed between the Parties, be made in advance (prepayment) and be made in Euro.
- 4.7 SUZOHAPP shall remain the owner of any Products, should such Products have been delivered to Distributor prior to fulfillment of its payment obligations to SUZOHAPP for such Products and SUZOHAPP may at any time postpone or cancel any shipment of Products to Distributor until Distributor has fulfilled its payment obligations to SUZOHAPP for Products previously delivered.
- 4.8 In the event that the Distributor should fail to make payment in full on the due date, SUZOHAPP shall be entitled to claim interest on the sum overdue until payment is made at the rate of eighteen (18) per cent per annum.
- 4.9 The Distributor is free to decide on sales prices. SUZOHAPP is however entitled to impose a maximum sales price or recommend a sale price, provided that they do not amount to a fixed or minimum sales price as a result of pressure from, or incentives offered by, any of the Parties.

5. LICENSES AND TAXES

- 5.1 The Distributor shall in respect of each order for the Products to be supplied hereunder be responsible for obtaining any necessary import licenses, certificates of origin or other requisite documents and for paying all applicable customs, duties taxes and other levies including Value Added Tax in respect of the importation of the Products into the Territory and its resale in the Territory.

6. SALES EFFORTS AND PURCHASE REQUIREMENTS

- 6.1 The Distributor shall together with SUZOHAPP each year prepare and execute a marketing plan for the Products, which plan shall cover the following calendar year. The marketing plan shall contain sales targets; plan for the sales and after sales network, budget and activities pertaining to advertising, sales promotion and public relations and inventory plans.
- 6.2 The Distributor shall at all times maintain an efficient organization in the Territory for the marketing and sale of the Products and shall exert its best efforts to obtain maximum sales of the Products throughout the Territory and guard and improve the goodwill of the Products, such efforts to include, but not be limited to, regular visits to existing and potential customers, distribution of technical, advertising and marketing materials for the Products and participation in fairs and exhibitions.
- 6.3 The Parties shall, whenever possible and mutually agreed, participate together in marketing events (exhibitions, product launches, sales fairs etc) within the Territory.
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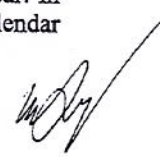
- 6.4 The Distributor shall at its own expense participate in sales conferences arranged by SUZOHAPP as well as fairs and exhibitions of importance to the marketing of the Products.
- 6.5 The Distributor shall bear all costs and expenses for sales activities and measures for promoting the sale of the Products, unless otherwise agreed upon in writing.
- 6.6 All technical, advertising or marketing material including a reference to SUZOHAPP must be approved by SUZOHAPP in writing prior to any use thereof.
- 6.7 Distributor shall purchase sufficient quantities of Products to maintain commercially reasonable levels in order to meet customer needs and shall in any event purchase the minimum quantity of each Product for each year of this Agreement (hereafter referred to as the "**Minimum Annual Purchase Requirements**") as set forth on Appendix 6 for the first year of this Agreement and as adjusted thereafter pursuant to the terms of this Agreement. Unless otherwise mutually agreed in writing by the Parties, the Minimum Annual Purchase Requirements shall for each year automatically be increased by ten (10) percent per year.
- 6.8 If the Distributor fails to fulfill one or more of the Minimum Annual Purchase Requirements, SUZOHAPP shall without prejudice to other remedies according to this Agreement, be entitled to terminate this Agreement according to article 17.

7. MARKET PLAN AND BUSINESS UPDATE

- 7.1 The Distributor shall at the end of each year, furnish SUZOHAPP with a market report in writing for such period containing information as follows:
- (i) the marketing efforts made within the Territory during the period and the efforts to be made during the subsequent twelve month period;
 - (ii) a list setting out the names and addresses of the Distributor's customers;
 - (iii) the competition situation and sales terms during the period and potential changes to be foreseen during the subsequent twelve month period; and
 - (iv) opinions from customers and others in respect of price, quality and design of the Products.

In addition hereto, the Distributor shall regularly inform SUZOHAPP about other activities and changes, occurred or foreseen, in the agreements with customers. Further, the Distributor shall provide to SUZOHAPP information in respect of the Distributors financial situation, ownership and management.

- 7.2 The Distributor agrees that whenever requested by SUZOHAPP, it will promptly supply to SUZOHAPP a report (in such form as SUZOHAPP may reasonably require) containing details of sales made and forecast, prices at which the Products are sold, size of market share, information concerning competitive products in the Territory and or Market Segment and such other information as SUZOHAPP may require in order to monitor sales, trends and marketing policies, without prejudice to the Distributor's free choice of customers. Distributor shall further on a monthly basis furnish written reports to SUZOHAPP in respect of faults and deviations with regard to the Products asserted by end customer. Such report shall contain information regarding the number of deviations or defects found in respect of each Product model supplied according to the Agreement.
- 7.3 The Distributor shall in September each year furnish SUZOHAPP with a sales forecast containing the Distributor's intended sales volumes during the following calendar year. In addition hereto, the Distributor shall one month before the beginning of every calendar



quarter furnish the Supplier with a sales forecast covering the relevant calendar quarter broken down on individual Product level as well as containing particulars in respect of contemplated sales with an individual value in excess of Euro 20,000 (twenty thousand euro).

8. FIELD ASSISTANCE

- 8.1 The Parties recognize that a decisive condition for a successful cooperation is that the Distributor and its personnel get adequate training vis-à-vis the Products and that the Distributor's personnel have sufficient knowledge and qualifications in respect of the Products. To this end, SUZOHAPP may in its sole discretion request the Distributor to attend, or provide at the request of the Distributor, training in the Netherlands or at any of SUZOHAPP's subsidiaries' or group companies' premises in Europe, with respect to the Products, their installation and maintenance. The training shall be provided to Distributor's personnel, consultants and subcontractors, as the case may be. Unless an agreement to the contrary, the training program shall be provided on a yearly basis and before each launch of a new Solution or part of a Solution. The extent of the training session and the number of persons to be trained each year shall be adapted to the market, the Products, the situation of the Distributor and the resources of SUZOHAPP, taking into account also the qualifications of the persons to be trained. The Distributor shall only use service personnel that have been duly certified by SUZOHAPP and shall at all times hold a minimum of SUZOHAPP certified technicians in its team as set out in Appendix 7.
- 8.2 The Distributor shall for the training services remunerate SUZOHAPP in accordance with the service price list set out in Appendix 8, as amended by SUZOHAPP from time to time. The Distributor shall arrange and pay for travel and living costs for participating in the training sessions.
- 8.3 SUZOHAPP may also where appropriate at the Distributor's request provide assistance in the Territory and for the Distributor's account. When travelling from SUZOHAPP's permanent base in order to provide assistance on the request of the Distributor, SUZOHAPP shall be entitled to compensation for the costs of subsistence, accommodation and travel on the basis of costs incurred. Travel time and services provided will be charged on an hourly rate basis in accordance with the applicable prices of SUZOHAPP for such services.
- 8.4 In order to assist the Distributor in its marketing efforts, the Distributor may request to purchase from SUZOHAPP such up-dated documentation with respect to the Products as may reasonably be required; including sales and promotional material, brochures, demonstration equipment, marketing material, instruction books, technical pamphlets, catalogues and advertising material (in English) concerning the Products, as the case may be. Sample handling to customers shall be handled by the Distributor. Free samples should, where the cost is to be taken by SUZOHAPP, be agreed in writing.

9. COMPLIANCE

- 9.1 The Distributor confirms that the terms and conditions of this Agreement, including its Appendixes, are not in conflict with any compulsory legislation in the Territory.
- 9.2 The Distributor shall for the term of this Agreement comply with all mandatory general and local regulations concerning the Products in the Territory and further comply with all laws, regulations, rules of good conduct and reasonable advices and instructions given by SUZOHAPP in respect of the marketing of the Products.



- 9.3 The Distributor shall monitor the Territory in respect of new/changed legislation regarding the Products and furnish SUZOHAPP with reports in writing in relation to any relevant changes in relation thereto.
- 9.4 The Distributor shall participate in any actions with regard to public relations carried out by SUZOHAPP by dedicating time and resources according to a plan to be agreed upon between the Parties. All public communications with regard to SUZOHAPP shall be approved in writing by SUZOHAPP.
- 9.5 To the extent required, the Distributor agrees to fulfill any and all environmental and recycling requirements related to the Products.
- 9.6 Notwithstanding anything to the contrary herein, nothing in this Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either Party to act or refrain from acting (or agreeing to act or refrain from acting) in any manner which is penalized or prohibited under any mandatory laws, regulations or decrees or other mandatory official government requirements (as amended from time to time) applicable to such Party. The Distributor consequently also agrees not to directly or indirectly provide Products or procure services in respect any country which is EU or UN or other applicable government embargoed (or becomes so embargoed). The Distributor agrees to indemnify SUZOHAPP for all costs, liabilities, direct damages, or claims arising as a consequence of any breach of this section.

10. TECHNICAL ASSISTANCE AND SERVICE

- 10.1 The Distributor shall at its own cost provide prompt and efficient sales and after-sales support with respect to all Products (including but not limited to warranty replacements and repairs) used or to be used within the Territory. After sales support shall be provided in such a manner as to meet all reasonable customer expectations. The Distributor shall establish and maintain a sales and after sales support organization adequate to meet its obligations under this Agreement, including suitable facilities, adequate financial means and sufficient and properly trained personnel. The Distributor shall have sufficient IT resources to support each Solution or shall have an outsourced identified partner to support him.
- 10.2 Routines for after sales support are provided for in Appendix 8.
- 10.3 The Distributor shall procure that the customers are given correct and sufficient information about the storing, handling and use of the Products.
- 10.4 Distributor shall hold sufficient stock of Spare Parts to provide the necessary maintenance and service in respect of the Products.
- 10.5 Diagnostic and configuration software (the "**Software**") and related documentation set forth in Appendix 9 is available for use by the Distributor and the Distributor is hereby granted a nontransferable, nonexclusive license to use the Software solely in connection with the servicing of the Products purchased and resold by Distributor pursuant to this Agreement. The license is to be valid for the term of the Agreement.
- 10.6 SUZOHAPP reserves the right to change the Software. SUZOHAPP undertakes to inform Distributor in advance before any material changes in the Software are made.
- 10.7 The Distributor is not entitled to (i) decompile or disassemble the Software (except in cases that may provided for in mandatory legislation); (ii) modify the Software including adapting, modifying, revising, improving, upgrading, enhancing and creating derivative works of the Software for any purpose, including error correction or any other type of maintenance, (iii)



export, sublicense, rent, disclose, sell, market, commercialize, re-license or otherwise transfer to any other party whatsoever the Software, or (iv) to use the Software for any purpose that is not expressly stated in this Agreement.

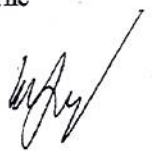
- 10.8 In consideration of the rights granted to Distributor in respect of the Software, the Distributor shall pay to SUZOHAPP the fees set out in Appendix 9. The fees shall be valid for two (2) years. After two years, the rates for the license fees will be increased with three (3) percent every year.
- 10.9 The Distributor shall only grant access to the Software to those of its employees that have a strict need for such access in order for them to be able to perform work according to this Agreement.
- 10.10 The Distributor shall not use any information derived from the Software or documentation provided by SUZOHAPP to develop or market any products which are substantially similar in its function to any part of the Software.
- 10.11 If reference has been made to a third party's software, the third party's special provisions with respect to such software shall take precedence. SUZOHAPP shall under no conditions be responsible or liable for infringements related to such software. The Distributor shall itself be responsible for examining whether the Software is encumbered by or infringes upon a right held by other party.

11. STOCK

- 11.1 The Distributor shall where appropriate considering the market requirements in the Territory, maintain a stock of the Products sufficient in quantity and range to ensure prompt delivery of such Products to customers within the Territory.

12. TRADEMARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS

- 12.1 SUZOHAPP hereby grants to the Distributor a royalty-free, non-exclusive, limited license to use SUZOHAPP's trademarks and trade names pertaining to the Products within the Territory for the purposes only of exercising its rights and performing its obligations under this Agreement. The Distributor shall not at any time do or permit any act to be done which may in any way impair the rights of SUZOHAPP in respect of trademarks or other Intellectual Property Rights.
- 12.2 The Distributor is expressly forbidden to register any of SUZOHAPP's trademarks or other Intellectual property rights or use any of them as part of a domain name or similar, and all use of SUZOHAPP's Intellectual Property Rights shall inure to the benefit of SUZOHAPP. The Distributor shall not acquire any right in trademarks (or any variations or derivatives there from) or other Intellectual Property Rights, which shall remain the exclusive property of SUZOHAPP. The Distributor shall not use any other trademark in conjunction with SUZOHAPP's trademarks, unless approved in writing by SUZOHAPP. The Distributor has no right to use SUZOHAPP's trademarks in its business name or for any other purpose than the marketing and sale of the Products.
- 12.3 The Distributor shall not remove or change any trademark, tradename, sign or other mark on any Product or its packaging or make any alterations in the construction or design of any Product.
- 12.4 The Distributor recognizes SUZOHAPP's exclusive rights and ownership to SUZOHAPP's Intellectual Property Rights, and agrees that it shall at no time itself or through any other manufacturer, use, copy or reproduce any of SUZOHAPP's Intellectual Property Rights. The



Distributor agrees and undertakes that all employees or other third parties will become familiar with and will strictly comply with the above in order to protect SUZOHAPP's Intellectual Property Rights.

- 12.5 SUZOHAPP shall be entitled to inspect the Distributor's operations regarding the Products and the Distributor undertakes and agrees that in the use of the trademarks, in the promotion and sale of the Products and in respect of the handling of warranty claims after the sale of the Products, and in all other matters affecting the Products, it will conduct its business in a manner which will uphold and enhance the reputation of the trademarks in the market place, and that it will not engage in or permit any commercial or other practices which may tend to injure or impair the value of the trademarks of SUZOHAPP.

13. UNFAIR COMPETITION AND INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- 13.1 The Distributor shall immediately inform SUZOHAPP of any act of unfair competition and of all infringements of trademarks or any other Intellectual Property Rights of SUZOHAPP which come to the Distributor's knowledge. The Distributor shall assist SUZOHAPP to the best of its abilities and at SUZOHAPP's expense in the protection against such acts and infringements. The Distributor may not take any action against the infringer or the competitor without the prior written approval of SUZOHAPP.
- 13.2 The Distributor will promptly advise SUZOHAPP in writing of any notice or claim of infringement of any third party Intellectual Property Rights in the Territory, and of the commencement of any suit or action for infringement of any third party Intellectual Property Rights in the Territory received by or brought against the Distributor and based on the Products. The Distributor shall not make any admission of liability, agreement or compromise in relation to the claim without SUZOHAPP's written consent. SUZOHAPP shall have the right to undertake at SUZOHAPP's own expense the defense of any such suit or action in the name of the Distributor. In such case, SUZOHAPP shall decide and direct the defense of the suit or action and the Distributor will render SUZOHAPP, free of charge, all reasonable assistance that may be requested by SUZOHAPP in the defense.
- 13.3 SUZOHAPP shall not be under any obligation to the Distributor to compensate any losses, damages, claims or demands resulting from any suit or action of any third party for infringement of Intellectual Property Rights or the conduct thereof or from any decree, order or judgment.

14. IMPROVEMENTS

- 14.1 The Distributor may not make any changes in or improvements to the Products, except with the prior written approval of SUZOHAPP, which may be withheld for any reason.
- 14.2 SUZOHAPP reserves the right to make or have made at any time any changes in or improvements to the Products. SUZOHAPP shall notify the Distributor of substantial changes in or improvements to the Products.

15. SECRECY AND NON-USE

- 15.1 During the term of this Agreement and thereafter, any technical, commercial or other information of a confidential nature disclosed by SUZOHAPP to the Distributor with respect to *i.a.* the Products (including manufacturing and control procedures), the sale of the Products or SUZOHAPP shall be treated as strictly confidential and the Distributor shall use such information solely for the purposes of this Agreement and shall not, without the prior written consent of SUZOHAPP, which may be withheld for any reason, pass it on to any



person except to those of the Distributor's employees or subcontractors, as the case may be, for whom such information shall be required for the proper performance of their duties and who are themselves bound by equivalent obligations of secrecy and non-use in respect thereof. The Distributor shall take all necessary precautions to prevent an unauthorized disclosure or use of technical, commercial or other information of a confidential nature by the Distributor's employees, subcontractors or other intermediaries.

15.2 The obligations above shall not include information which the Distributor can show:

- (i) was already known, in integrated form, to the Distributor and not, directly or indirectly, received from SUZOHAPP; or
- (ii) was available to the public in integrated form when received or has thereafter become part of the public domain or available to the public in other ways than by the acting of the Distributor or the Distributor's failing to act; or
- (iii) has been disclosed to the Distributor in integrated form, without any restriction as regards the obligation of the Distributor to keep it confidential, by a third party which has not, neither directly nor indirectly, received it from SUZOHAPP, provided that the party disclosing the information had the lawful right to do so.

16. NON-COMPETITION

16.1 The Distributor will not during the term of this Agreement and during a period of 1 (one) year after termination of this Agreement,

- (i) Market, manufacture or distribute goods in the Market Segment and the Territory which compete with the Products; or
- (ii) Obtain the Products for resale in the Market Segment and the Territory from any person, firm or company other than SUZOHAPP.

17. TERM AND TERMINATION

17.1 This Agreement shall be effective as of the Effective Date. This agreement may be terminated by either Party by giving the other Party three (3) months written notice prior to the expiration of the Initial Period. If not terminated during the Initial Period, the Agreement will remain in force for consecutive periods of two (2) years ("Renewal Period") unless terminated by either Party by giving to the other Party not less than three (3) months notice in writing prior to the commencement of any Renewal Period.

17.2 Without prejudice to any remedy SUZOHAPP may have against the Distributor for breach or non-performance of the Agreement, SUZOHAPP shall have the right to terminate this Agreement by giving the Distributor not less than thirty (30) days notice in writing

- (i) if there is any change in the ownership, management or control of the Distributor such that a competitor of SUZOHAPP gains influence or control over the Distributor;
- (ii) the Distributor is declared bankrupt, suspends its payments, makes a composition with its creditors or otherwise becomes insolvent, or having an administrator, receiver or liquidator appointed of its assets or execution or distress levied upon its assets or any equivalent procedure or an order being made or a resolution being



passed for the winding up or liquidation of the Distributor or any equivalent procedure;

- (iii) if the Distributor disposes of a substantial part of its assets or changes the direction of its business;
- (iv) if a provision in the Agreement which is of essential importance to SUZOHAPP, is or will become void;
- (v) if the Distributor fails to fulfill one or more of the Minimum Annual Purchase Requirements;
- (vi) if the Distributor does not in a timely manner submit the reports or plans required pursuant to Article 7;
- (vii) if any payment obligation of the Distributor to SUZOHAPP according to this Agreement becomes overdue by more than 45 days;
- (viii) if the Distributor is otherwise in breach of this Agreement and has failed to remedy such breach within thirty (30) days after receipt of a written notice giving particulars of the breach and requiring it to be remedied.

17.3 The Distributor may terminate this Agreement with immediate effect at any time by giving written notice to SUZOHAPP if SUZOHAPP is in material breach of this Agreement and has failed to remedy the same within thirty (30) days after receipt of a written notice giving particulars of the breach requiring it to be remedied.

18. CONSEQUENCES OF CANCELLATION, EXPIRATION OR TERMINATION

18.1 Upon cancellation, expiration or termination of this Agreement the Distributor shall cease marketing the Products and shall return to SUZOHAPP any commercial or other information or documentation of a confidential nature as well as any technical, marketing or promotional materials obtained from SUZOHAPP relating to the Products. Further, the Distributor shall immediately cease using SUZOHAPP's Intellectual Property. The Distributor shall further, upon expiration or termination of this Agreement for any reason, return all such material and documents as well as all copies thereof to SUZOHAPP. However, SUZOHAPP may in its sole discretion permit the Distributor to use information or documentation or Intellectual Property Rights to the extent such use may be required for the Distributor to fulfill its obligations regarding service and maintenance in respect of the Products. Such permit shall be in writing and may be limited in scope and time in the sole discretion and option of SUZOHAPP.

18.2 At the termination of the Agreement, SUZOHAPP may at its option repurchase all or part of the stock of Products, which the Distributor may have at such time at such prices that the Distributor in its turn has paid for the Products. Repurchased inventory shall be shipped by Distributor freight prepaid, according to SUZOHAPP's instructions and shall be insured in transit at the expense of the Distributor.

18.3 The Distributor is not entitled to any indemnity or other compensation including but not limited to compensation for damages, losses or costs of any kind as a consequence of the cancellation, expiration or termination of this Agreement.

18.4 The Distributor will indemnify SUZOHAPP and hold SUZOHAPP indemnified against all proceedings, loss, damages, costs, claims, expenses, compensation, fines and other liability arising out of or in connection with the employment or termination of employment of any of



the Distributor's employees or any person engaged by the Distributor as a contractor or on a self-employed basis in the distribution or supply of the Products or arising out of or in connection with the termination of this Agreement.

- 18.5 Notwithstanding anything to the contrary herein, article 9, 10, 12, 13, 15, 18 and 22 as well as any other provision obviously intended so, shall survive the cancellation, expiration or termination of this Agreement.

19. FORCE MAJEURE

- 19.1 A Party shall be relieved from liability for a failure to perform any obligation under this Agreement during such period and to the extent that the due performance thereof by either of the Parties is prevented by reason of any circumstance beyond the control of the Party, such as war, warlike hostilities, mobilization or general military call-up, strike, civil war, fire, flood, inability to deliver as a consequence of required licenses, permits, decrees, statutes, rules and regulations, shortage of supply or other circumstances of similar importance.
- 19.2 The Party desiring to invoke an event of force majeure shall give immediate notice to the other Party of the commencement and the cessation of such event of force majeure, failing which the Party shall not be discharged from liability for any non-performance caused by such event of force majeure.
- 19.3 Both Parties shall make all reasonable efforts to prevent and reduce the effect of any non-performance of this Agreement caused by an event of force majeure.

20. WARRANTY

Products

- 20.1 For a period of twelve (12) months from the date of delivery or for 2000 operating hours, SUZOHAPP warrants that the Products will be free from defects in workmanship and materials.
- 20.2 Except as stated in section 20.1, all conditions, warranties terms and undertakings, express or implied, statutory or otherwise in respect of the Products are hereby excluded. Hence, Section 20.1 does exhaustively regulate the Supplier's liability for defections or deviations and no other representations, warranties or guarantees of any kind, whether by law or custom, written or oral, expressed or implied (including without limitation any implied warranty of merchantability, merchantable quality or fitness for particular purpose, condition or design, or conformance with sample or pre-contract representations) shall apply.

Software

- 20.3 SUZOHAPP warrants that the Software, on a stand-alone basis and in the form delivered by SUZOHAPP, will conform to the specification set forth in Appendix 9. SUZOHAPP does not warrant that the Software will meet Distributor's requirements or that the operation of the Software will be uninterrupted or error free.
- 20.4 Except as stated in section 21.6, all conditions, warranties terms and undertakings, express or implied, statutory or otherwise in respect of the Software are hereby excluded. Hence, Section 21.6 does exhaustively regulate SUZOHAPP's liability for defections or deviations in respect of the Software and no other representations, warranties or guarantees of any kind, whether by law or custom, written or oral, expressed or implied (including without limitation any implied warranty of merchantability, merchantable quality or fitness for particular



purpose, condition or design, or conformance with sample or pre-contract representations) shall apply.

21. SUZOHAPP'S LIABILITY

Products

- 21.1 SUZOHAPP's sole obligation in relation to breach of the warranty set forth under section 20.1 will be, at SUZOHAPP's option, either to repair or replace the Products (or any relevant part(s) thereof) which has proved defective during the warranty period.
- 21.2 Claims in respect of defects or deviations shall be presented by the Distributor to SUZOHAPP no later than thirty (30) days after the defect or deviation has been or should have been discovered and any claim shall subsequently be presented and specified within a reasonable period of time.
- 21.3 Repair shall be performed at SUZOHAPP's premises at Soestduinen, the Netherlands, or at any other location SUZOHAPP might choose. The Distributor shall deliver all Products or parts thereof comprised by a warranty claim according to section 20.1 freight prepaid
- 21.4 Once repaired or replaced, SUZOHAPP will return the Products or parts thereof to the Distributor.
- 21.5 Notwithstanding the limitations set out under article 20, SUZOHAPP's liability arising out of the manufacture, sale, supply or servicing of the Products or their use or disposition, whether based upon warranty, contract, tort or otherwise, shall under no conditions exceed the actual purchase price paid by Distributor for the Products and SUZOHAPP shall in no event be liable to the Distributor for special, incidental or consequential damages (including, but not limited to loss of profits, loss of data or damages).
- 21.6 For the avoidance of doubt, SUZOHAPP shall have no responsibility in respect of defects or deviations which have occurred as a consequence of negligence, mistreatment or failure to follow instructions issued by SUZOHAPP or as a consequence of alterations, modifications, repairs or any other work done on or in relation to the Products by anyone other than SUZOHAPP or an entity approved by SUZOHAPP to perform work in respect of the Products. Further, SUZOHAPP shall have no liability in respect of second hand Products or end of line Products.

Software

- 21.7 If the Distributor has raised a justified complaint regarding defections or deviations in respect of the Software, SUZOHAPP shall to reasonable extent allocate resources to remedy such defections or deviations, provided however that the defections or deviations are not insignificant for the intended use of the Software and the defections or deviations are caused by the SUZOHAPP.
- 21.8 In order to be able to invoke defections or deviations, the Distributor must notify SUZOHAPP within a reasonable period of time after having noticed such defection or deviation. The Distributor shall specify the defection or deviation and, where necessary, show how it is manifested.
- 21.9 Rectification of defections and deviations shall take place at such place as SUZOHAPP in its sole discretion deems appropriate. SUZOHAPP shall hereby in its sole discretion be entitled to rectification through instructions to the Distributor regarding circumvention of the defection or deviation and which instructions.



21.10 Notwithstanding the limitations set out under article 20, SUZOHAPP's liability related to the Software, whether based upon warranty, contract, tort or otherwise, shall under no conditions exceed the fees paid by Distributor for the Software and SUZOHAPP shall in no event be liable to the Distributor for special, incidental or consequential damages (including, but not limited to loss of profits, loss of data or damages).

21.11 For the avoidance of doubt, SUZOHAPP shall have no responsibility in respect of defects or deviations which have occurred as a consequence of negligence, mistreatment or failure to follow instructions issued by SUZOHAPP or as a consequence of alterations, modifications, repairs or any other work done on or in relation to the Software by anyone other than SUZOHAPP or an entity approved by SUZOHAPP to perform work in respect of the Software. Further, SUZOHAPP shall have no liability for defections and deviations resulting from viruses or other external assaults or through accessories or software which is not included in delivery by SUZOHAPP pursuant to this Agreement.

22. DISTRIBUTOR'S LIABILITY

22.1 Distributor hereby agrees to indemnify, defend and hold harmless SUZOHAPP, its affiliates and all officers, directors, employees and agents thereof from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation attorneys' fees, expenses and settlement costs) arising out of or related to any breach of this Agreement by the Distributor or by any employee, consultant, subcontractor, agent or representative of the Distributor.

23. PUBLICITY

23.1 Distributor agrees that any publicity or advertising which shall be released by it in which SUZOHAPP is identified in connection with the Products shall be in accordance with the terms of this Agreement and with any information or data which SUZOHAPP has furnished in connection with this Agreement. Copies of all such publicity and advertising shall be forwarded promptly to SUZOHAPP for approval prior to publication by Distributor.

24. GENERAL TERMS AND CONDITIONS OF SALE

24.1 SUZOHAPP's General Sales Terms and Conditions set forth in Appendix 4 shall apply for all sales and deliveries of Products under this Agreement

25. NOTICES AND LANGUAGE

25.1 Any notice, request, consent and other communication to be given by a Party under this Agreement (hereinafter called a "Notice") shall be in the English language and deemed to be valid and effective if personally served on the other Party or sent by registered prepaid airmail or by e-mail or telefax.

A Notice shall be deemed to have been given:

- (i) in the case of personal service: at the time of service;
- (ii) in the case of prepaid registered mail: at the latest ten (10) days after the date of mailing;
- (iii) in the case of e-mail: on the date a receipt-acknowledged e-mail is sent; and
- (iv) in the case of telefax: on the date the telefax is sent, provided receipt is confirmed by the other Party.



26. MISCELLANEOUS

- 26.1 In the event of an erroneous complaint, the Distributor shall pay compensation to SUZOHAPP for work performed and costs incurred pursuant to the compensation standards according to this Agreement.
- 26.2 Neither Party may assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld. SUZOHAPP shall however be entitled to assign this Agreement to a subsidiary or affiliate of SUZOHAPP.
- 26.3 This Agreement supersedes all representations, undertakings and agreements previously made between the Parties with respect to the subject matter of this Agreement.
- 26.4 This Agreement may be modified or supplemented only in writing by duly authorized representatives of the Parties.
- 26.5 If any term or provision in the Agreement should be held illegal or unenforceable, in whole or in part, according to law, ordinances, regulations or any other sources of law, such term or provision shall to that extent be deemed not to form part of the Agreement but the validity of the remainder of the Agreement shall not be effected.
- 26.6 Should any provision of this Agreement be or become invalid or unenforceable the Parties undertake to upon the request by either Party in good faith and in accordance with the spirit and purpose of the Agreement to the extent possible negotiate a substituting provision.
- 26.7 No consent or waiver, express or implied, by either Party of any breach or default of the other Party in performing its obligations under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default by the other Party of the same or any other obligation hereunder. Any failure by one Party to complain of any act or failure to act of the other Party or to declare that other Party in default shall not constitute a waiver by the first Party of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing and signed by the Party purporting to give the same.

27. DISPUTES AND GOVERNING LAW

- 27.1 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be exclusively brought before the District Court in Rotterdam, the Netherlands.
- 27.2 This Agreement shall be governed by the substantive law of the Netherlands, without regard taken to its conflict of law principles and excluded the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 27.3 The Parties undertake and agree that all proceedings conducted under this Article shall be kept confidential and further that all information, documentation, materials in whatever form disclosed in the course of such proceeding shall be used solely for the purpose of those proceedings.
- 27.4 Notwithstanding the foregoing, SUZOHAPP may take any legal action necessary at any competent court for collection of any payment due to SUZOHAPP hereunder. The Parties hereto do hereby submit to the jurisdiction of such court for such purpose.



This Agreement has been executed in two copies of which the Parties have taken one each.

June 12, 2018 Oud-Beijerland



Wilbert Bieleman



[•]

[•]

Date and place:

[•]

[•]

APPENDIXES

Appendix 1	Key Accounts
Appendix 2	Market Segment(s)
Appendix 3	Products
Appendix 4	General Sales Terms and Conditions
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Appendix 1**Key Accounts**

Carrefour

Auchan Group

Metro Group

Inditex

Kiabi

Leroy Merlin

Dufry

Brinks

Prosegur

G4S

Loomis

BNPP

HSBC

WESTPAC

Appendix 2**Market Segment(s)**

CCP

National Bank

Mint

Appendix 3**Products**

All product ranges of the Appendix 2 segments.



Appendix 4

General Sales Terms and Conditions

1. GENERAL

These terms shall apply on every agreement of sale and delivery of products and services from SUZOHAPP to the Purchaser, unless otherwise specifically agreed upon in writing between SUZOHAPP and the Purchaser.

2. ORDER AND CONFIRMATION OF ORDER

SUZOHAPP will confirm an order for products from the Purchaser in writing by letter, telefax, or e-mail. Objections against SUZOHAPP's confirmation of order must be made without delay.

3. TRADE TERMS

All trade terms used in orders and/or confirmations of orders will be construed in accordance with Incoterms 2000. If no trade term is specifically agreed, the delivery shall be Ex Works.

4. PRODUCT INFORMATION

Information given by SUZOHAPP in brochures and otherwise is binding for SUZOHAPP only when specific reference to such information is made in the confirmation of an order.

5. DRAWINGS AND TECHNICAL DOCUMENTATION

Any drawings and technical documents submitted by SUZOHAPP to the Purchaser prior or subsequent to the parties' agreement remain the exclusive property of SUZOHAPP. The documents may not, without SUZOHAPP's prior written approval, be utilized by the Purchaser or copied, reproduced, transmitted or otherwise communicated to a third party.

6. PACKING ETC

The sales price includes packing (except for products where the packaging is charged extra, in which case this is stated on our price lists), sufficient to protect the products under normal conditions. Any claim against SUZOHAPP for shortage or for any other discrepancy in the shipment must be made in writing, within 30 days after receipt of shipment.

7. DELAYS

If SUZOHAPP fails to comply with the agreed delivery period or date the Purchaser may – to the extent that the Purchaser can show that a loss has been incurred as a result from the delay caused by SUZOHAPP – request compensation amounting to one (1) per cent of the purchase price of the delayed supplies for each full week of delay. The total compensation due to delay shall not exceed five (5) per cent of the purchase price. No further claims for compensation due to delay shall be admissible, even after expiration of any respite granted to SUZOHAPP. Any claim due to the delay of delivery shall be allowed only when submitted to SUZOHAPP in writing within 30 days after receipt of shipment, and in any event within three (3) months after the Purchaser was informed about the delay.

8. PART DELIVERY

Any part of the ordered quantity which, in the opinion of SUZOHAPP, comprises a complete unit, may be shipped as soon as completed at the plant, and payment for any goods so shipped, shall become due in accordance with the Terms of Payment in Clause 11.

9. WARRANTY

SUZOHAPP warrants to the Purchaser that the products (software products shall be included in the term products) sold by SUZOHAPP shall be free from defects in materials and workmanship. SUZOHAPP's liability in respect of any product shall be limited to the replacement of the product or, at SUZOHAPP's option, repairing or modifying at SUZOHAPP's plant any portion thereof sold by SUZOHAPP which is shown to be defective in materials or workmanship.

With regard to sales of software, separately or in connection with other product, SUZOHAPP warrants that the software substantially fulfils the specifications presented by SUZOHAPP. The Purchaser accepts that SUZOHAPP cannot warrant that the software is entirely free from programming errors. Regarding defects in the software SUZOHAPP may instead of replacing or remedying the software supply the Purchaser with an updated version of the software or instruct the Purchaser how to circumvent the problem caused by the defect.

The Purchaser shall upon request from SUZOHAPP return defective parts to SUZOHAPP for approval whether the defect is included under SUZOHAPP's warranty. The Purchaser is obliged to carry out dismantling or re-installation of defective products at its own risk and cost. Transport of defective products to SUZOHAPP shall be at the Purchaser's account and risk. Transport of repaired or replaced products to the Purchaser shall be at SUZOHAPP's account and risk.

The Purchaser is not entitled to any price reduction for any defective product or part thereof and the warranty shall not be extended to any other damages incurred directly or indirectly in connection with the sale or use of the products such as damages for personal injury, damaged property, loss of profit or any other consequential losses resulting from the handling of the products. SUZOHAPP's liability does not extend to normal easy to obtain electronic components, or to components that are subject to normal wear and tear. The warranty is subject to the products not having been used beyond their normal capacity and in all respects having been operated and maintained in a normal and proper manner. SUZOHAPP's warranty shall not apply to or include any of the products or parts thereof which have been subject to accident, alteration, abuse or misuse. SUZOHAPP is not responsible or liable for defects in the functions of the product or the software that are due to: (i) improper use (i.e. abuse or misuse) of the product by the Purchaser or its customers; (ii) alterations made by the Purchaser in the product for example in the set-up; (iii) normal wear and tear; (iv) the defects that have no impact on the intended functions of the product or software; (v) third party's software that is not specifically developed for SUZOHAPP; or (vi) other circumstances for which SUZOHAPP is not responsible. The term "improper use" includes, but is not limited to, the Purchaser not following SUZOHAPP's instructions on how to use the product or software, for example regarding operating environment, operating systems and hardware requirements.

No warranty other than set forth above is given nor shall be implied.

A claim under the warranty against defects in materials and workmanship shall be allowed only when it is submitted to SUZOHAPP in writing within thirty (30) days after discovery of the defect, and in any event within twelve (12) months after the delivery from SUZOHAPP to the Purchaser.



10. LIABILITY FOR DAMAGE TO PROPERTY CAUSED BY THE PRODUCTS

The Purchaser shall indemnify and hold SUZOHAPP harmless to the extent that SUZOHAPP incurs liability towards any third party in respect of loss, damage or personal injury for which SUZOHAPP is not liable towards the Purchaser according to the second paragraph of this Clause.

SUZOHAPP shall have no liability for damage or personal injury caused by the products: a) to any (movable or immovable) property or to any persons, or consequential loss due to such damage or injury, occurring while the products are in the Purchaser's possession; or b) to products manufactured by the Purchaser or to products of which the Purchaser's products form a part. The limitations of SUZOHAPP's liability shall not apply if it has been guilty of gross negligence.

If a third party lodges a claim for compensation against SUZOHAPP or the Purchaser for loss, damage or injury referred to in this Clause, the other party shall forthwith be notified thereof in writing. Should the parties agree that the claimed party shall be indemnified and held harmless by the other party according to this Clause, the latter has the right to defend the lodged claim.

11. TERMS OF PAYMENT

Unless otherwise agreed, payment shall be made by prepayment or against irrevocable Documentary Credit at sight payable with and confirmed by a bank recommended by SUZOHAPP, to be opened simultaneously with order and to expire minimum twenty-one (21) days after final delivery date. All bank charges are to be borne by the Purchaser. The specifics of the terms of payment are given in SUZOHAPP's Terms of Payment document as in effect at that point in time. On late payments interest amounting to a rate which by nine (9) % per annum exceeds the official reference rate of the Dutch Bank (*De Nederlandse Bank*) shall be paid.

12. PRICES

Should, after entering into the agreement changes in the exchange rates occur, affecting SUZOHAPP's costs for purchase, manufacture, transportation or the like, SUZOHAPP shall have the right to change the price accordingly.

13. RESERVATION OF TITLE

The products shall remain the property of SUZOHAPP until paid for in full to the extent that the applicable law permits such retention of property.

14. CORRUPTION AND BRIBERY

SUZOHAPP companies or employees must not give, promise or offer anything of value to any customer or any person for the purpose of improperly securing a decision, securing an advantage, avoiding a disadvantage or obtaining or retaining business. SUZOHAPP also does not permit agents and distributors working on their behalf to engage in this kind of behavior.

15. FORCE MAJEURE

SUZOHAPP shall not be responsible for delays or failures to perform by reason of circumstances outside its reasonable control, including, without limitation industrial disputes, riots, mobs, fires, floods, wars, embargo, shortages of labour, power, fuel, means of transportation or common lack of other necessities whether relating to SUZOHAPP or any of its subcontractors; or by reason of regulations or orders of any government agency. Should deliveries be delayed by more than two (2) months due to any of these circumstances, then SUZOHAPP is free to cancel the respective portion of an order for deliveries so delayed and unexecuted without incurring any liability towards the Purchaser.

16. APPLICABLE LAW AND ARBITRATION

The agreement on sale and delivery of the products shall be governed by the laws of the Netherlands.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by the competent court in Rotterdam, the Netherlands



Appendix 5 Price List and minimum order amount

As per listed in SCAN NET or Specific Agreed Prices

Appendix 6 Minimum Annual Purchase Requirements

Regarding paragraph no. 6 of the Distributor agreement, the annual purchase volume during one year from the Effective date and measured as goods delivered and invoiced by SUZOHAPP, shall amount to the minimum of:

- EUR 100 000 EUR in CCP, National Bank and Mint Segments

Appendix 7 Service Price List

As per listed in SCAN NET

Appendix 8 Routines for after Sales Support

According to SCAN COIN general terms

Appendix 9 Specification Software and Licence Fees

Not Applicable for CCP/National Bank/Mint product ranges.

Appendix 10 Territory

SUZOHAPP hereby appoints the Distributor as its non-exclusive distributor for the territory of Moldova.

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