



Exhibit A – Letter of Approval – General Terms & Conditions

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

The Letter of Approval issued by EMVCo, together with any attachments thereto and these General Terms and Conditions to the Letter of Approval (the "General Terms and Conditions"), (collectively, the "Letter of Approval") incorporate by reference all terms of that certain EMVCo Type Approval Contract, Level 2 ("Contract for Approval") between you ("Product Provider") and EMVCo, including, but not limited to, definitions, restrictions on assignment, applicability to successors and assigns, choice of law, choice of venue, prevailing party award of attorneys' fees, and notices. In addition, all terms that survive termination under Section 13.3 of the Contract for Approval shall also survive termination of the Letter of Approval. To the extent that the terms of the Letter of Approval conflict with the terms of the Contract for Approval, the terms of the Letter of Approval shall prevail.

A.2 Term

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

A.3 Permitted Publicity Regarding Approval

A.3.1 EMVCo Publication of List of Approved Contactless Product

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

A.3.2 Product Provider's Representations Regarding Contactless Product

EMVCo hereby grants Product Provider a limited permission to represent that its Contactless Product is EMVCo Level 2 type approved in its publicity or with documentation accompanying each such Contactless Product. Such permission is subject to Product Provider's strict compliance with the terms of this Section A.3.2, as such compliance is judged by EMVCo in its sole discretion. In the event Product Provider's publicity or documentation does not comply with the terms of this Section A.3.2, in the sole judgment of EMVCo, the limited permission granted herein may be immediately revoked by EMVCo, and Product Provider, at its sole cost, shall correct, recall and/or destroy all such communications as directed by EMVCo. Any publicity or documentation from Product



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Provider stating that its Contactless Products are "EMVCo Level 2 type approved" may be made and distributed, provided that:

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

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

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



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Such permission shall immediately terminate upon the termination or revocation of the Letter of Approval for any reason. Product Provider shall refrain from any misleading advertisement and shall advise its clients and customers against making misleading statements concerning the approved status of the Contactless Product or terminals, readers, and other devices containing the Contactless Product (“Devices”). For the purpose of this clause, a misleading advertisement shall include any statement that may lead a client or customer to believe that the scope of Contactless Product type approval is more broad than stated in the Letter of Approval or is for a Contactless Product that has yet to be approved by EMVCo. Product Provider shall not make any other statements, disclosures, or representations regarding the approval of the Contactless Product and/or Devices except as expressly provided by the Letter of Approval. For clarity, no permission is granted to use the “EMV” logo, “EMVCo” logo, or any EMV certification marks (such as the “EMV Approved” logo). Permission to use the EMV certification marks may be available through a separate license agreement with EMVCo.

A.3.3 Label on all Devices

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

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

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

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

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

A.3.5 Requirements Upon Termination

If the Letter of Approval is terminated for any reason, (i) Product Provider shall immediately cease any publicity or advertising regarding the Contactless Product approval permitted under this Section A.3, (ii) Product Provider shall take reasonable steps to ensure



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that its clients and customers cease publicity not in conformance with the Letter of Approval, and (iii) Product Provider shall take reasonable steps to ensure that any label or document associated with a Device indicating Contactless Product approval shall be removed or eliminated as soon as reasonably possible by Product Provider or Product Provider's suppliers, agents, clients, and customers, if such label or document was required pursuant to Section A.3.3 above.

A.4 Product Provider's Ongoing Requirements

A.4.1 Ongoing Compliance; Certified Quality System

During the Term of the Letter of Approval, Product Provider shall ensure that (i) all Contactless Products are produced (A) so that they are materially identical with the Contactless Product samples that were submitted for Type Approval Testing and (B) in conformance with EMV Specifications, and (ii) such Contactless Products remain in conformity after installation and maintenance. Any change in the Contactless Product that generates a different behavior of the Contactless Product with respect to the EMV Specifications and Product Provider's Implementation Conformance Statement, in EMVCo's sole discretion, will be considered a major modification subject to a requirement of new type approval testing, as stated in Section 6.5 of the Contract for Approval, subject to the limited exemption for Modular Architectures in Section 6.6 of the Contract for Approval.

A.4.2 Change Control

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

A.4.3 Recordkeeping Requirements

A.4.3.1 Generally

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

A.4.3.2 Complaint Records

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



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A.4.3.3 Other Recordkeeping Requirements

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

A.4.3.4 Length of Retention of Records; Availability

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

A.4.4 Change of Name

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

A.4.5 Trademark Usage

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

A.5 Monitoring by EMVCo

A.5.1 Contactless Product Monitoring by EMVCo

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

A.5.2 Audits

Upon thirty (30) days' prior written notice to Product Provider, EMVCo may conduct an audit of Product Provider's records and books of account (or records and books of other entities that are producing, installing, or maintaining Devices) for the purpose of reviewing (i) Product Provider's recordkeeping procedures with respect to customer complaints, (ii)



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complaints regarding the Contactless Product or a Device, (iii) Product Provider's conformity with the requirements of Section A.4.1 above, (iv) Product Provider's records with respect to any changes to the Contactless Product, and (v) any other records or documents required to be maintained under the Letter of Approval or the Contract for Approval. Any such audit shall be conducted (a) in a manner that will not unreasonably interfere with Product Provider's operations, and (b) by an independent certified public accounting firm that executed a non-disclosure agreement with Product Provider to protect the confidentiality of Product Provider's records and other information. EMVCo may conduct an audit under this Section A.5.2 no more than once during any six (6) month period. EMVCo shall pay the auditor's fees for such audit; provided, however, that if any audit reveals Product Provider is not complying with the terms of the Letter of Approval, Product Provider shall promptly reimburse EMVCo for all reasonable expenses incurred to conduct the audit.

A.6 Product Provider's Representations and Warranties

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

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

A.7 Termination of Type Approval

A.7.1 Grounds for Termination

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



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Letter of Approval by giving written notice to EMVCo. If the Letter of Approval is terminated, Product Provider must reapply for Contactless Product approval as provided in Section A.8 below.

A.7.2 Effect of Termination on Contract For Approval

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

A.7.3 Survival

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

A.8 Reapplication Following Termination

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

If Product Provider applies for a renewal of the Contactless Product approval, EMVCo retains the right, in its sole discretion, to change these General Terms and Conditions and the specific terms and conditions previously set forth in a Letter of Approval if EMVCo issues a new Letter of Approval.

A.9 Assignment

The Letter of Approval may be assigned by Product Provider upon Product Provider's merger, consolidation, reorganization, reincorporation, dissolution or sale of all or substantially all of its assets only if Product Provider's proposed assignee agrees, in writing, to be bound by the Letter of Approval and the Contract for Approval. Except as stated herein, the Letter of Approval may not be assigned by Product Provider without the prior written approval of EMVCo, which approval may be withheld for any reason. EMVCo may freely assign the Letter of Approval for any reason.

Restrictions, if any: _____

EMVCO Type Approval Contract
Level 2



Exhibit B – Modular Label – General Terms & Conditions