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PBS-nr. 00010014  
CVR-nr. 20016175

**Agreement concerning  
installation of PSAM's**

**Table of Contents**

1 General Terms and Conditions .....3  
1.1 Purpose of the Agreement .....3  
1.2 Prices and Payment .....3  
1.3 Assignment of the Agreement .....4  
1.4 Confidentiality and Publication .....4  
1.5 Termination .....4  
1.6 Choice of Law and Venue .....5  
1.7 Liability and Exclusion of Liability .....5  
2 The Vendor’s Obligations .....5  
3 Security Requirements .....5

The undersigned parties

Name

Address

Postal code

City

Country

CVR-no./company registration number or VAT-no./Value-added tax number  
(Hereinafter referred to as "the Vendor")

and

Nets Danmark A/S

Lautrupbjerg 10

2750 Ballerup

Denmark

CVR-no. 20016175

(Hereinafter referred to as "Nets")

have entered into the following agreement:

## **1 General Terms and Conditions**

### **1.1 Purpose of the Agreement**

The purpose of this agreement is to define the Parties' rights and obligations in connection with their co-operation on submission and installation of Nets' PSAM's in chip terminals that are approved by Nets.

### **1.2 Prices and Payment**

In case of non-payment of invoices, Nets will no longer submit PSAM's to the Vendor, until amounts due have been paid.

Further information is available in the current price list which is published on Nets' web site.

### **1.3 Assignment of the Agreement**

Nets is entitled to assign its rights and obligations under this Agreement to any company in the Nets Group without the prior consent of the other party.

Otherwise, neither party shall be entitled to assign its rights and obligations under the Agreement to any third party without the prior written consent of the other party.

### **1.4 Confidentiality and Publication**

The Parties, including their employees, subcontractors, consultants, etc., shall observe unconditional secrecy regarding the business secrets, concepts and relations of the other Party and other confidential information disclosed to the Parties in connection with the preparation, execution and performance of this Agreement. Such information from the other party may solely be used, stored and processed for purposes of performance of the Agreement. Such use, storage and processing shall take place in a safe manner and with at least the same care that the party uses for its own business secrets.

### **1.5 Termination**

**Termination:** Either party may terminate the Agreement with 1 months' written notice.

**Rescission:** Either party may rescind the Agreement in writing without notice, if;

- The other Party materially breaches the Agreement and fails to remedy an invoked breach of the Agreement within a reasonable period of time despite a demand in writing, or
- The other party repeatedly breaches the Agreement and fails to remedy the invoked breach within a reasonable period of time despite a demand in writing, or
- The other Party is adjudicated insolvent, files a petition for insolvency proceedings, files for suspension of payments, requests a compulsory composition, moratorium or similar insolvency law concept as an expression of anticipated breach, unless the estate according to bankruptcy law is entitled to enter into the agreement and wishes to do so.

**Consequences of Termination:** Irrespective of the manner and the reason for termination of the Agreement, the Vendor shall return non-installed PSAM's which have been submitted by Nets to the Vendor under the terms of this Agreement.

Nets shall remove the Vendor from its list of Vendors, which have an agreement regarding the installation of PSAM's, if applicable.

### **1.6 Choice of Law and Venue**

1. The Agreement shall be governed and construed in accordance with Danish law.
2. The parties shall seek to solve any disputes arising out of or relating to this Agreement by negotiation.
3. If the dispute is not solved within 14 days after a request for negotiation was submitted by one of the parties, the dispute may be brought before the ordinary Danish courts with the Copenhagen Maritime and Commercial Court as the first instance.

### **1.7 Liability and Exclusion of Liability**

1. The liability of the Parties shall be governed by the general rules of Danish law, unless otherwise provided by the Agreement.
2. The Parties shall not be held liable for any indirect or consequential loss or for the Vendor's loss of goodwill and contracts, loss of profits of interest.
3. Nets shall only be liable for direct losses caused by late or deficient performance of the agreed obligations resulting from such party's errors or negligence.
4. Nets' liability to pay damages shall in any case be limited to DKK 500,000 per event of loss.

## **2 The Vendor's Obligations**

The Vendor must perform the installation of PSAM's and verify that the correct PSAM's have been installed in the merchant's chip terminals in accordance with the procedures applicable at any time. Such procedures are available at Nets' web site.

## **3 Security Requirements**

The Vendor must establish procedures that enable the Vendor to keep a full track of all PSAM's that are to be installed by the Vendor from receipt of the PSAM's from Nets and until the PSAM's have been installed in the chip terminals, cf. the procedures mentioned in clause 2 above. Nets may at any time request the Vendor to document such procedure and make an inspection at the Vendor's premises.

Defective PSAM's and PSAM's, which are returned by the merchant to the Vendor, must be submitted to Nets.

Place and date:

Place and date:

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The Vendor

Nets A/S