

#### Services:

Fetch Technology Group Ltd ("Fetch") is a company with a proprietary technology platform capability of facilitating QR payments ("Platform"). Fetch have a range of products that utilise the Platform to allow the Client to take payments from end users who wish to make payments to the Client.

#### Termination:

Either party may terminate this Agreement at any time after six months, with or without cause, by written notice to the other, such termination to become effective thirty (30) days after receipt of such notice. The Client is still responsible for any fees owing or incurred incrementally.

### **Taxes and Invoicing:**

Each party shall, where required and or where requested:

- Issue and supply VAT invoices.
- Ensure the relevant taxes are included.
- Report and pay taxes, relevant to either party's tax authority, when due.

## **Right of Integration:**

The Client shall authorise and approve Fetch to connect and integrate to the Client's Point of Sale ("EPOS") or Property Management System ("PMS") if required and where necessary to facilitate the testing, set-up, activation and ongoing operation of the selected products.

# **Confidentiality & Data Protection:**

Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted as follows. Each party may disclose the other party's Confidential Information:

- to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement; and
- as may be required by law, court order or any governmental or regulatory authority.

Each party agrees that it shall take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised under this Agreement. The obligations of confidentiality in this clause shall survive termination of this Agreement for a minimum period of three (3) Years from the date of this Agreement. Both parties shall comply with all relevant data protection legislation of the regions in which either party operates where there is a trading relationship between the parties.

# **Intellectual Property Rights:**

Fetch owns and shall retain all title, Intellectual Property Rights and other proprietary rights in the Fetch Trademarks, the Fetch Services, related Software and Documentation, Configuration Services, Fetch Confidential Information and the Partner Handbook (including all html, asp, aspx, dll, graphics/images, and text files) and all modifications thereto.

No licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by Fetch now or in the future.

### **Additional Information**

This Proposal and any subsequent agreements are bound by the additional terms found on our website here: <a href="https://www.fetchpay.com/privacy">www.fetchpay.com/privacy</a> and <a href="https://www.fetchpay.com/eula">www.fetchpay.com/eula</a>. We reserve the right to revise and update any of these terms and conditions and strive to notify you in advance of any significant changes as we see appropriate.

Card processing rates are available on request and are expected to be at the average market rate payable. Rates apply to Google Pay, Apple Pay, and personal credit and debit cards. Overseas and corporate AMEX, corporate and international cards may incur an additional 2% fee due to their higher processing costs. Transactions will be processed by the Fetch Payment Partner and all fees, costs and applicable taxes will be deducted before the balance is released to you within three working days after the transaction. We reserve the right to adjust these fees with 60 days advance notice to the Company. Receipt of settled amounts by the client will commence after completion of the know your customer ("KYC") set up with the Fetch payment processor.