

Partner Agreement

Cash Register

No.:XXXX.....

concluded by and between

XXXX

hereinafter referred to as "Partner"

and the company

A-Trust

Gesellschaft für Sicherheitssysteme

im elektronischen Datenverkehr GmbH

Company Register No. FN 195738a, Vienna Commercial Court

Landstraßer Hauptstraße 5

A-1030 Vienna

hereinafter referred to as "A-Trust"

1. Object of the Agreement

This Agreement governs cooperation between the two Partners in connection with the purchase, the issuance and use of A-Trust products for operation in and for cash registers (implementation of the Cash Register Security Regulation, "RKS"V" [Registrierkassensicherheitsverordnung]).

2. General

A-Trust is a qualified trust service provider for qualified certificates (eIDAS) and offers suitable security devices for signing cash transactions in connection with the implementation of the Cash Register Security Regulation (RKS"V). For technical implementation in connection with cash registers (or cash register software), A-Trust offers suitable smart card readers and software-supporting communication with the security devices.

3. Rights of the partner

3.1. Inclusion in A-Trust's partner list

Once the Partner Agreement has been duly signed, the Partner (company name, URL, e-mail address, logo) will be added to the A-Trust website as a partner (with the indication "Security devices for cash registers brought to you by A-Trust can be purchased from this partner").

3.2. Integration support

To assist in the integration of its security devices into the cash register software, A-Trust provides free documented libraries, sample codes and interfaces on its website. General inquiries are addressed publicly in the FAQs section.

Furthermore, partners with a valid partner agreement have the option of requesting support directly from A-Trust developers at a discount rate of EUR 100/hour (excl. of VAT). Such requests should be sent by e-mail to RK-Support@a-trust.at (or, as the case may be, using the contact form provided on the A-Trust website) **along with the partner agreement number**. A-Trust Support processes these inquiries in the order they are received, usually by e-mail (in exceptional cases by telephone if A-Trust deems this expedient). Charges are based on the actual time and effort incurred. The smallest increment of billable time is 15 minutes.

4. Services provided by A-Trust

4.1. Publication of the partner list

A-Trust will publish the Partner's contact details in material connection with the cash register products (security devices).

4.2. Documentation

For the most recent version update of its products A-Trust provides public access to the technical integration documents on its website.

4.3. Support

A-Trust provides an e-mail address for the transmission of support requests (or, as the case may be, a contact form on the A-Trust website) and answers the support requests it receives from its partners (for details see subsection 3.2. of this Agreement).

4.4. Cash register providers as registrars for mobile signatures

To ensure that cash register providers are able to provide best possible support to their customers during registration of the certificates on "Finanz Online", A-Trust offers its partners the requisite training in an open seminar at a discount rate of EUR 175.

No separate contractual agreement is needed to issue the certificates in accordance with RKSv.

4.5. Secure online storage for the data collection protocol

The data collection protocol has to be stored on an external electronic medium at least every three months. This data must be stored in accordance with sec. 132 Federal Tax Code (BAO)

A-Trust has the perfect product for this purpose: the e-Tresor. This product meets all the legal requirements, ensuring tamper-proof records suitable for auditing purposes.

Customers pay an annual fee of EUR 48 for each security device, of which A-Trust credits 20% in commission fees to the accounts of their partners at year-end.

5. Conclusion, duration and termination of Agreement

This Agreement becomes effective when it is signed by both contracting partners and is entered into for an indefinite period of time.

Either party has the right to terminate this Agreement by ordinary termination at any time without having to give prior notice. For termination to be effective, the respective other contracting partner must be notified of this termination (e.g. by e-mail to the e-mail address of the respective contracting partner last provided).

6. Liability

Both contracting partners are mutually liable for any damage caused by gross negligence or intent. Liability for ordinary negligence is expressly excluded.

7. Specific provisions

7.1. Assignment of rights and obligations

Before a contracting partner can assign any rights or transfer any obligations under this Agreement to a third party, prior written consent from the respective other contracting partner must be obtained.

8. General provisions

8.1. Applicable law and venue

This Agreement is governed by the laws of Austria to the exclusion of the rules on the conflict of laws. All and any disputes directly or indirectly arising from the Agreement will be referred to the court with subject-matter jurisdiction in Vienna's *Innere Stadt* district (City Centre).

8.2. Severability

If any provision of this Agreement is or becomes ineffective or, as the case may be, unenforceable, the validity of the remaining provisions will not be affected. The ineffective or, as the case may be, unenforceable provision will be replaced by a provision that most closely approximates the commercial purpose in a legally permissible manner.

Vienna, (date)

For A-Trust

For the Partner