

Partner Agreement

Cash Register (RK)

No.:

concluded by and between

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 1b

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) can 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"). More information regarding this matter will be sent via E-Mail after the Partner Agreement has been accepted.

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. Support channels are explained in 4.3.

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

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). Requests can be made through the RK-Support Tool (<https://www.a-trust.at/rksupport/tickets>). The Login requires the partner number and a password that is sent to the signer of this contract via E-Mail.

A -Trust Support processes these inquiries in the order they are received as fast as possible. Charges are based on the actual time and effort incurred. The smallest increment of billable time is 15 minutes. The invoice will be issued to the partner, even if the Login credentials are passed on to third parties or customers.

4.4. A-Trust Webshop

Special products (larger quantities, non-consumer products) are available, if the Login credentials are used for a purchase in the A-Trust Webshop (<https://www.a-trust.at/webshop/>).

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

(legal signature and printed name)

Please send the signed Partner Agreement to vertrieb@a-trust.at.