



## GENERAL TERMS OF SALE

Version 1.1 - 22 April 2025

### 1. Background

Verisec is a leading supplier of IT security solutions and provides, inter alia, infrastructure for secure hardware protection of payments, sensitive data, communication and support services related thereto.

Verisec is an authorized reseller of both Thales (as defined below) products and support services as well as Entrust (as defined below) products and services, which the Customer may purchase subject to these terms of sale. Verisec currently offers a range of products and services, which the Customer may, from time to time, request to purchase. The most recent list of products and services is always available upon request.

### 2. Applicability

These terms of sale govern all sales of Thales and Entrust products, including hardware, software, and support services, as well as support services provided by Verisec (as defined below) to its customers ("Customer").

### 3. Definitions

"Entrust" means nCipher Security Limited.

"Entrust Agreement" means nCipher Security Worldwide General Terms and Conditions and nCipher Global Support Terms and Conditions (or any agreement replacing such).

"Parent" means Verisec AB (publ).

"Products" means Thales HSM hardware and related software, license and accessories and Thales CipherTrust ("Thales Products") or Entrust HSM hardware and related software, license and accessories ("Entrust Products").

"Support Services" means the services referred to in Section 9.2 and 9.3 below.

"Thales" means Thales DIS Technologies BV.

"Thales Agreement" means Thales Worldwide General Terms and Conditions, Thales Support and Maintenance Terms and Conditions and Thales End User License Agreement (or any agreement replacing such).

"Verisec" means Verisec International AB, together with any wholly-owned subsidiary of the Parent.

### 4. Appendices

These terms of sales also refers to the following appendices<sup>12</sup>:

- a) nCipher Security Worldwide General Terms and Conditions;
- b) nCipher Global Support Terms and Conditions;
- c) Welcome to Entrust nShield technical support;
- d) Thales General Terms and Conditions;
- e) Thales Global Support Terms and Conditions;
- f) Thales End User License Agreement; and
- g) Thales Welcome to Thales Technical Support Pack.

### 5. Priority

These terms of sale together with the appendices are to be read as a whole, any terms set out in a written purchase order, or a separate agreement made in writing, in addition shall

override any conflicting terms in these terms of sale and the appendices.

### 6. Orders and delivery terms

6.1. All Customer orders are subject to Verisec's written acceptance. Orders are binding once accepted and cannot be cancelled or modified without Verisec's prior written consent.

6.2. All delivery dates are estimates only. Verisec shall not be liable for any delays, shortages, or failures to deliver due to reasons beyond its control, including but not limited to supply chain disruptions or restrictions imposed by Thales or Entrust or any of their affiliates, their suppliers, partners or service providers.

6.3. Delivery terms that apply under these general terms of sale are Delivered at Place, DAP, Incoterms 2010.

### 7. Price and payment terms

7.1. Prices are exclusive of VAT, taxes, duties, tariffs, customs, shipping, certificates relating to export licenses, certificate of origin and/or similar documentation for the purpose of concluding the completion of the trade, and any other applicable handling fees.

7.2. Payment terms are net thirty days from the invoice date. Late payments may incur interest at the rate set forth in the Swedish Interest Act.

7.3. Verisec retains the right to withhold shipment or suspend support access if the Customer's obligations are not met.

### 8. Warranty and Disclaimers

8.1. The only warranties applicable to the Products and Support Services are those provided by Thales and Entrust (as applicable). Verisec does not provide any additional warranties, express or implied, including but not limited to merchantability or fitness for a particular purpose.

8.2. Customer's exclusive remedy for defective products is limited to repair, replacement, or refund (at Thales' and/or Entrust discretion) in accordance with Thales' and/or Entrust warranty policies. Verisec's obligations does not extend beyond what Thales and/or Entrust offers Verisec.

8.3. Verisec shall have no liability for issues arising from Customer misuse, unauthorized modifications, or use of the products beyond Thales' and Entrust's specifications.

### 9. Products and Support Services

9.1. The Customer accepts that it also enters into the Thales Agreement and/or the Entrust Agreement directly with Thales and/or Entrust. Hence, the Customer acknowledges that Thales and/or Entrust may execute the Thales Agreement and/or Entrust Agreement towards the Customer to the extent applicable between Thales and/or Entrust and the Customer

<sup>1</sup> The latest versions of the Entrust appendices are available at: <https://www.entrust.com/legal-compliance>

<sup>2</sup> The latest versions of the Thales appendices are available at: <https://cpl.thalesgroup.com/legal>



for the purpose of Customer's purchase of Thales Products and/or Entrust Products

- 9.2. Support Services, if purchased, are subject to either Thales' and Entrust' terms and conditions for support and/or maintenance (as applicable).

- 9.3. Verisec offers, in addition, first line telephone support and support in accordance with Thales and Entrust support levels (as applicable). These support services are offered during Business Hours (9 am to 5 pm CET) excluding Swedish national holidays, or as otherwise agreed separately.

- 9.4. Support Services are provided for the duration set out in the purchase order, unless otherwise agreed in writing.

#### **10. Limitation of Liability**

- 10.1. Verisec's total liability, whether in contract, tort, or otherwise, shall not exceed the total amount paid by Customer for the specific product or service giving rise to the claim.

- 10.2. In no event shall Verisec be liable for indirect, consequential, or special damages, including loss of profits, data, or business opportunities.

#### **11. Export control and trade compliance**

- 11.1. Customer acknowledges that the products, software, and related services supplied under these terms of sale may be subject to national and international export control laws and regulations, including but not limited to (a) the EU Dual-Use Regulation (Regulation (EU) 2021/821), (b) UK Strategic Export Control Lists, (c) United Nations, EU, UK and U.S. economic sanctions regimes, and any applicable domestic laws of the exporting jurisdiction. The Customer agrees to comply with all such laws and regulations.

- 11.2. Customer further represents and warrants that it shall not use, resell, export, re-export, or otherwise transfer any products, software, or technical data: (a) to any country or territory subject to applicable sanctions or embargoes (including, but not limited to, Iran, North Korea, Syria, Russia, Belarus, or Crimea, Donetsk, and Luhansk regions of Ukraine), (b) to any entity or individual listed on restricted or denied party lists, including but not limited to the U.S. Specially Designated Nationals (SDN) list, the EU Consolidated Sanctions List, or the UK Consolidated List, (c) for any end-use prohibited under applicable law, including but not limited to the development, production, or use of nuclear, chemical, biological weapons or missile technology.

- 11.3. Customer understands that Verisec, as an authorized reseller and not the original manufacturer, is subject to flow-down obligations under Thales' and Entrust' own export and trade compliance policies. Customer agrees not to request or require Verisec to undertake any action that would contravene applicable trade laws or Thales' or Entrust' internal compliance framework.

#### **12. Assignment**

Verisec is permitted to assign its obligations and rights under these general terms of sale, provided that such assignment is made to (i) another wholly-owned entity of the Parent, (ii) is not insolvent, and (iii) is capable of performing the obligations or benefit from the rights under these terms of sale.

#### **13. Termination**

Verisec may suspend or terminate any purchase order or agreement if Customer fails to comply with its obligations under these terms of sale, any additional terms set out in a purchase order.

#### **14. Force majeure**

- 14.1. Verisec shall be relieved from liability for a failure to perform its obligations under these terms of sale during such period, and to the extent that the due performance thereof by Verisec is prevented by reason of any circumstance beyond the control of Verisec, which could not reasonably have been foreseen by Verisec prior to entering into this terms of sale, such as war, civil war, fire, flood, interruption in public transport, communications or general energy supply, or other circumstances of similar importance.

- 14.2. If Verisec wishes to invoke a circumstance in accordance with the previous section, it shall give notice to the Customer when there is a risk for failure or delay performing an obligation under these terms of sale.

- 14.3. The time for performance of the relevant obligations of Verisec shall be appropriately extended by the period during which the circumstance in accordance with the first paragraph shall have continued, provided, however, that if performance of a contractual obligation is prevented by such a circumstance for a period of three (3) months or more, Verisec shall be entitled to terminate these terms of sale subject to three (3) months' prior notice.

#### **15. Governing Law and Dispute Resolution**

- 15.1. These terms of sale shall be governed by the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the SCC Arbitration Institute. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

- 15.2. Verisec and the Customer undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the prior consent by the other Party.