

• **BD3632IS**

45-3/8"L x 32-1/4"D x 82-5/8"H



BD3632IS

Included

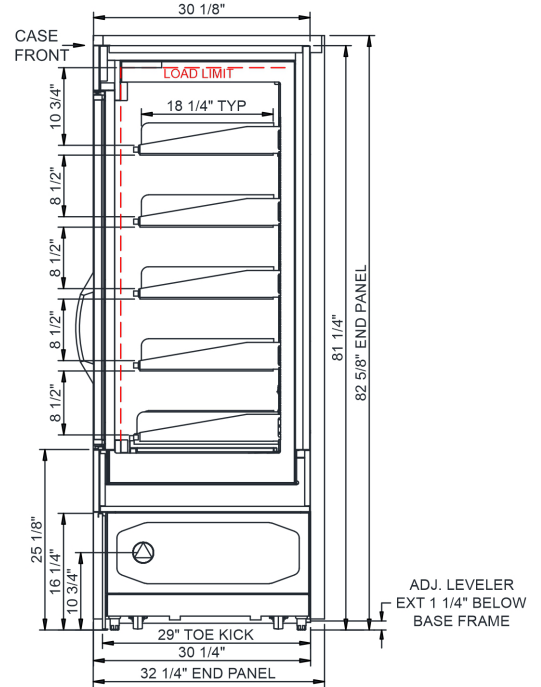
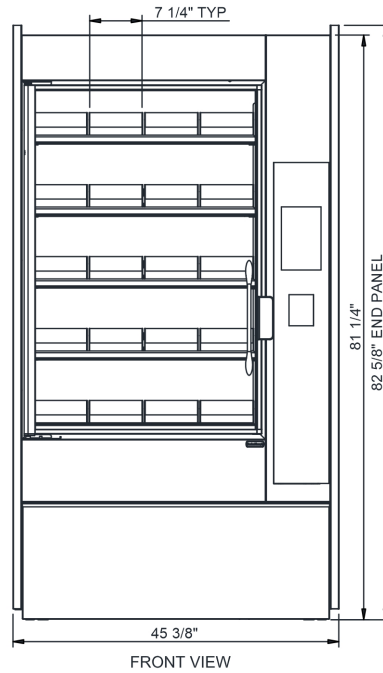
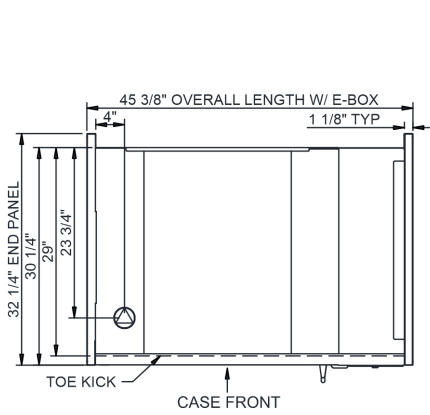
- NOTE: ARM Form required at time of PO
- Breeze~E (Type-II) self-contained refrigeration
- (5) Display levels with (4) trays on each level
- Clear glass swinging doors (self-closing)
- Condensate pan
- Hydrocarbon refrigerant (R290)
- Integrated average product temperature of 40°F or less
- LED 4000K top & shelf lights
- One piece formed ABS plastic tub
- One year parts & labor; 5 year compressor warranty
- Shelving removable and adjustable on 1" centers

Specify	Standard Features	Additional Options
EXTERIOR COLOR	• Powder coated Silversan Black	
INTERIOR COLOR	• Powder coated Silversan Black	
BASE SUPPORT	• Casters w/ levelers	• Seismic levelers
END PANELS	• Full w/stainless steel mirror interior	
FRONT DOORS	• Clear glass swinging doors (self-closing)	
SHELVING	• Metal shelves (5), lighted (LED)	
LIGHTS	• LED 4000K top & shelf lights	
ELECTRICAL CONNECTION	• 6' GFCI straight blade power cord (base exit)	• 6' GFCI locking blade power cord (base exit)
REFRIGERATION	• Breeze~E (Type-II) self-contained refrigeration	
MISCELLANEOUS		• Second year parts & labor warranty (excludes compressor)

Intended Environment: Type II - Designed to operate in ambient conditions of 80°F and 55% relative humidity unless noted otherwise in system information below.		
Zone	Intended Product To Be Displayed	Warmest Avg Prod Temp ° F
1	Packaged refrigerated products	40

PLAN VIEW

SIDE VIEW



- NOTES:
1. SHELF TRAY DIMENSIONS: 7 1/4" W X 18 1/4" D
 2. BD3632IS SELF-CONTAINED ACCESS ONLY BY PULLING OUT CONDENSER DRAWER.
 3. COMPRESSOR AIR FRONT INTAKE AND LOWER REAR DISCHARGE. LOWER FRONT PANEL CANNOT BE BLOCKED.

NOTE: ALL DIMENSIONS APPROXIMATE

- ELECTRICAL JUNCTION BOX (SUPPLIED WITH 6" LEADS OR POWER CORD).
- LOCATION OF DRAIN TUBE FOR REMOTE REF. ONLY (SUPPLIED WITH 3/4" OR 1 1/2" PVC TUBE).

- REFRIGERATION LINE CONNECTION.
- REMOTE FLOOR SINK & UTILITIES ACCESS AREA.

- SELF-CONTAINED CASE SERVICE ACCESS AREA.
- DRY CASE SERVICE ACCESS AREA.

Model Technical Specifications																
Model	L"	L1"	L2"	System Circuit Volts		Phs	Freq	Amps ***	Watts	Wires	NEMA Plug	SST	Conv. Rack BTUH	Para. Rack BTUH	Est Wt	
BD3632IS	N/A	45.38	.00	Self-Contained (R290)	Circuit #1	110-120	1	60	11.51	477	2+G	5-15P or L5-15P	N/A	N/A	N/A	1,300

*** Does not include electric defrost on freezer models.

Regulatory Approvals:

All Models	ETL Listed to UL 541 ETL Listed to CAN/CSA 22.2 No. 128 ETL Sanitation to NSF/ANSI 25
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Important Notes:

- 1) ARM Form required at time of PO.
- 2) Performance issues (product temperatures, water on floor, etc.) caused by adverse conditions are not covered by warranty.
- 3) Keep unit at least 15' from exterior doors, overhead HVAC vents, or any air curtain disruption.
- 4) End panels must be tightly joined or kept at least 6" away from any structure to prevent condensation.
- 5) Do not expose unit to direct sunlight or any heat source (ovens, fryers, etc.).
- 6) Tile floors, low ceilings, or small rooms will increase noise level.

⚠ WARNING: This product can expose you to chemicals, including Urethane (Ethyl Carbamate), which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

ARM Form

<i>To be filled out by End User</i>	
PO Number	
Company Name	
Address	
Contact Person	
Phone Number	
Email Address	
Who will be the Single Point of Contact to set up the Payment System?	
- Name	
- Phone Number	
- Email Address	
Who will be the Single Point of Contact for training of the Instant Systems Software?	
- Name	
- Phone Number	
- Email Address	

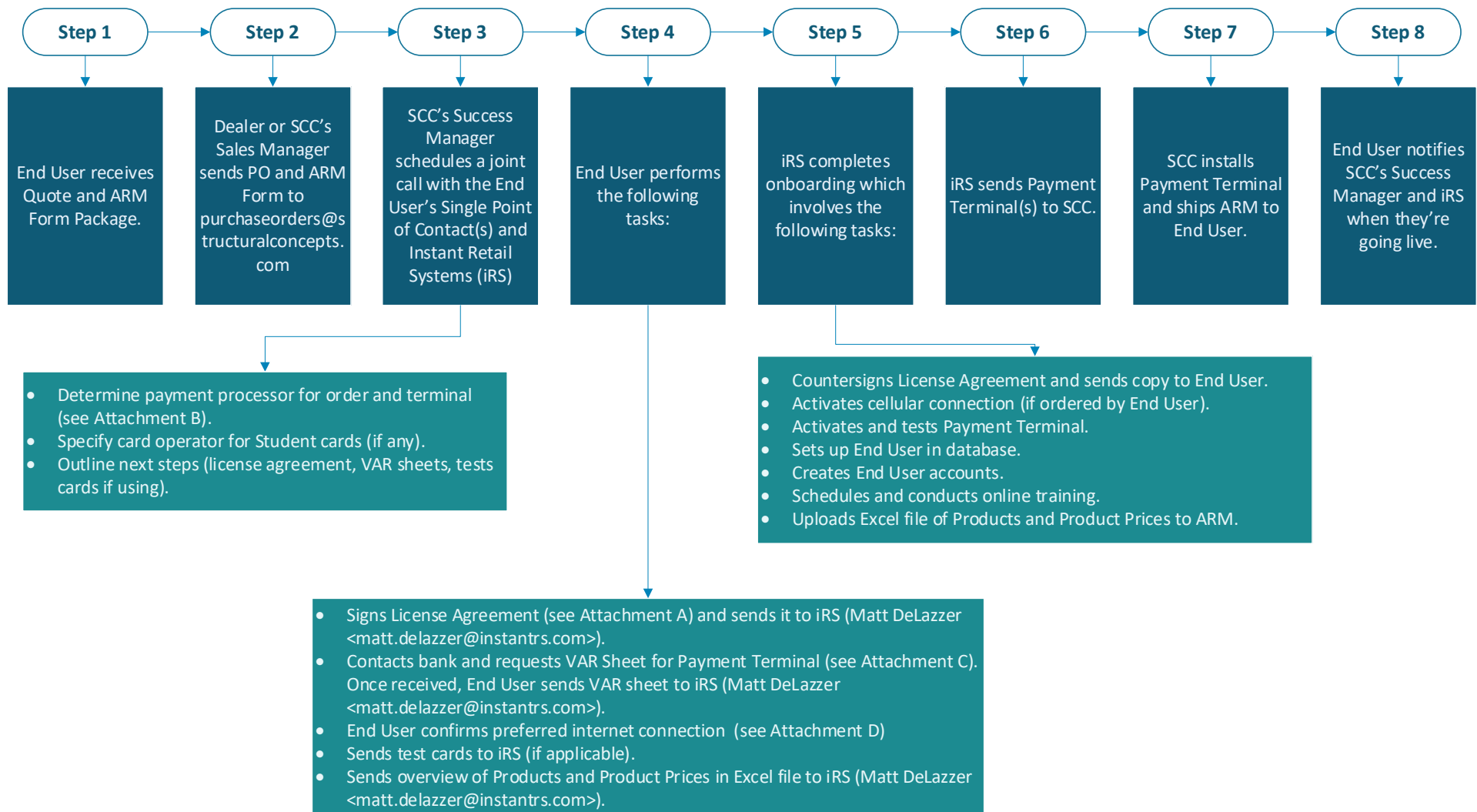
<i>To be filled out by Dealer</i>	
PO Number	
Company Name	
Address	
Contact Person	
Phone Number	
Email Address	

<i>To be filled out by Structural Concepts' OMS team</i>	
SCC Order #	
Ship Date	
Quantity	

<i>To be filled out by Structural Concepts' Success Management team</i>	
Payment Terminal Type	
Quantity	

*****Please note: PO, ARM form, and VAR Sheet (see Attachment C) required to start production.**

What happens once SCC receives the PO and ARM form?



Attachment A: iRS – License Agreement

V.2023a.

LICENSE AGREEMENT

Customer:

Month: _____

This License Agreement has been executed in two (2) original copies. Each Party has received one (1) duplicate original, and both originals shall be equally valid.

For Instant Retail Systems LLC;

For _____

Date & Place

Date & Place

Signature

Signature

Mike DeLazzer

Managing Partner.

This License Agreement (this "Agreement") is entered into on this day.

BETWEEN:

(1) **Instant Retail Systems LLC**, a Delaware company, having its registered address at 541 Alameda Ct Marco Island Fl 34145 (as "Instant Retail Systems");

and

(2) -----company duly incorporated and organized under the laws of -----, having its registered address at ----- (the "Customer").

1 Definitions

- 1.1 **Agreement** means this agreement in its whole.
- 1.2 **Backend Server.** Backend Server means the server hardware owned and operated by Instant Retail Systems.
- 1.3 **Backend Server Software.** Backend Server Software means the software application that enables the hosting of the database that is critical to the operation of the day-to-day business processes and services, e.g. the administration web site which is used to administrate and control the network of Kiosks and Kiosk Software.
- 1.4 **Backend Technology.** Backend Technology means the Backend Server and the Backend Server Software.
- 1.5 **Critical Services.** Critical Services means public API, kiosk data service, admin data service, transaction database, credit card processing data service.
- 1.6 **Intellectual Property Rights** means and refers to all patents, copyrights, trademarks, service marks, trade secrets and all similar and related intellectual property rights protected under any statutes, laws, codes, rules or regulations and any licenses and other rights obtained by Instant Retail Systems from third parties.
- 1.7 **Kiosk.** Kiosk means the physical hardware related to one point of sales units that belongs to Instant Retail Systems product portfolio. Hardware required for payment transactions as well for connecting to Internet does not constitute part of the Kiosk but, depending on Kiosk model be offered as an option.
- 1.8 **Kiosk Software.** Kiosk Software means the software package to be used in each Kiosk that enables normal operation, installation and configuration of the Kiosk. Kiosk Software includes software developed by Instant Retail Systems as well as sublicensed software.
- 1.9 **Kiosk Software Platform.** Kiosk Software Platform means the Kiosk Software and Backend Technology.
- 1.10 **Kiosk System.** Kiosk System means the relevant version of Kiosk, Kiosk Software Platform and Backend Technology that combined are required in order to facilitate the functionality that is required by Customer to

Initials: _____

Initials: _____

operate the intended network of Kiosks. For the avoidance of doubt the integration with a local Payment Service Provider is not part of the Kiosk System by default and will be handled separately.

- 1.11 **Unavailable Period.** Unavailable Period means any period when the Critical Services are not running or responding correctly according to the software utilized by Instant Retail Systems that tests that each of Critical Service is running and responding to a defined request every ten (10) minutes.

2 Licenses

- 2.1 This Agreement gives the Customer the right to purchase any number of Licenses, with the terms specified in this Agreement.
- 2.2 Licenses are ordered by Customer either by ordering Licenses through the administration website that Instant Retail Systems provides or sending an email to Instant Retail Systems requesting more Licenses. Instant Retail Systems shall activate such Licenses within 5 business days.
- 2.3 Customer has the right to terminate any number of Licenses by sending a written notice to Instant Retail Systems 6 month in advance.
- 2.4 Each License grants one Kiosk to connect and use the Kiosk Software Platform. The Licenses are non-exclusive and non-transferable. The License is tied to the specific kiosk model(s) but not tied to a certain serial number of a Kiosk.
- 2.5 As long as Customer has fulfilled its obligations stipulated in this Agreement and are in possession of one or more Licenses then Instant Retail Systems shall provide Customer with;
- 2.5.1 Operational Hosting according to paragraph 4 as well as
- 2.5.2 Technical support according to paragraph 5.

3 License Fee

In consideration of the rights granted under this Agreement, Customer shall pay to Instant Retail Systems a Technical Transaction Fee ("TTF") of 4 percent of the transaction value generated through the Kiosk(s). However no less than \$50 per month, and kiosk.

- 3.1 The TTF is billed on a monthly basis.
- 3.2 Payments shall be made in either SEK, EUR or USD depending on local currency where the Kiosk are deployed. If local currency is other than above stated currencies the payment shall be made in Euro.
- 3.3 Payments shall be made against invoice no later than 30 days after the invoice date. If the Customer fails to make payment within the stipulated time, Instant Retail Systems is entitled to interest charges on any overdue payment corresponding to 1 percent per calendar month.
- 3.4 Unless otherwise specifically stated in this Agreement, all prices shall be exclusive of taxes, duties and other charges levied by the authorities or in the Customer's country, including but not limited to import customs duties and any value-added tax (VAT) or the equivalent.

4 Operational Hosting

- 4.1 Customer shall at its own cost and expense, be solely responsible for all work necessary for the installation and operation of the Kiosks, including but not limited to obtaining and maintaining necessary permits and lease agreements, performing necessary civil works such as secure electricity and internet connection to respective Kiosk, continuously perform service and maintenance of the Kiosks, troubleshooting and

Initials: _____

Initials: _____

replacement of defective parts and at all times maintaining suitable subscription from Internet provider and electricity company.

4.2 Software Updates

4.2.1 Instant Retail Systems shall continuously update the Kiosk Software Platform to ensure that the system works as intended and to minimize any malfunctions and inconveniences. Updating the Kiosk Software Platform includes bug fixes, performance upgrades and stability upgrades.

4.3 Hosting and operating the Backend Server Software

4.3.1 Instant Retail Systems shall attempt to keep all services operational at all times.

4.3.2 Instant Retail Systems shall provide a monthly report of Measured Availability upon request from Customer.

4.4 Back-up and data recovery

4.4.1 Instant Retail Systems shall provide Customer with backup service and a data recovery process according to the following:

- backup of all relevant transactional and kiosk data in the Kiosk Software Platform on a daily basis at a secure facility,
- testing of recovery procedures of offsite backups at least once a year.

5 Technical support

5.1.1 The Customer shall provide Instant Retail Systems with an updated list containing the name, email and phone number of Customer personnel that Customer determines shall have access to technical support ("Listed Staff").

5.1.2 Instant Retail Systems shall, if Customer so chooses, provide education/training in hardware and software areas as they relate to the Kiosk Software Platform at the normal consulting rate.

5.1.3 Instant Retail Systems will provide off-site technical support for Listed Staff:

5.1.3.1 Monday to Friday 9 AM – 5 PM (central time) excluding U.S. national holidays. Email: support@instantRS.com or +1-615-236-6474

5.1.3.2 Monday to Friday 8 AM – 12 PM and 1 PM – 5 PM (Swedish time) excluding Swedish national holidays. Phone number to be used is +46-33-7501010, e-mail: support@instantsystems.se

Instant Systems also offers a 24-hours open emergency support service that is subject to an additional charge of \$500 per phone call (24-hour Support Number: +46337501099).

The off-site technical support shall support and assist Listed Staff in all relevant technical questions as well as conduct both research and troubleshooting in order to determine the cause of any malfunction or problem Customer may experience with the Kiosk Software Platform. The Customer is responsible for the day-to-day operations and monitoring of Customer's network of Kiosks as well as all other sides of the Customer's business. Instant Retail Systems is a technology supplier, supporting Customer as it relates to the technology only.

5.1.4 If an error or malfunction in the Kiosk Software Platform can be resolved by updating the Kiosk Software or the Backend Server Software, Instant Retail Systems shall rectify the error or malfunction within the time stipulated in 5.1.5. Notice by e-mail shall be clearly marked by

Listed Staff with an estimated level of severity and must be confirmed by Instant Retail Systems in order to be deemed received. The levels of severity are:

Level 1 – Critical

A problem that affects a large group more than 50% of Customer's Kiosks (provided Customer holds a minimum of 50 valid Licenses) and creates a serious business and financial exposure, and there is no acceptable workaround to the problem.

Level 2 – High

A significant problem that affects 25%-50% of Customer's Kiosks (provided Customer holds a minimum of 50 valid Licenses) or the malfunction causes Customer to be unable to work or

perform/use some small portion of time critical tasks. And in all cases, there is no implemented workaround to the problem.

Level 3 – Medium

A problem that affects less than 25% of Customer's Kiosks or the malfunction causes Customer to be unable to work or perform/use some small portion of time critical tasks. And in all cases, there is no implemented workaround to the problem.

Level 4 – Low

A problem that creates a minimal business and financial exposure. There is likely an acceptable workaround to the problem.

5.1.5 When notice according to 5.1.4 is deemed received Instant Retail Systems shall have following resolution time;

Level 1 – Critical

Response time: 1 business hour
Resolve time: within 2 business days after initial response time

Level 2 – High

Response time: 4 business hours
Resolve time: within 3 business days after initial response time

Level 3 – Medium

Response time: Next business day
Resolve time: within 15 business days after initial response time

Level 4 – Low

Response time: best effort
Resolve time: best effort

5.2 Back-up and data recovery

5.2.1 Instant Retail Systems shall provide Customer with backup service and a data recovery process according to the following:

- backup of all relevant transactional and kiosk data in the Kiosk Software Platform on a daily basis at a secure facility,
- backup of the Kiosk Software Platform relevant source code on a weekly basis,
- testing of recovery procedures of offsite backups at least once a year.

6 Optional Services

- 6.1 Instant Retail Systems offers a range of optional services that the Customer can order separately if desired. The Optional Services that are currently offered are presented in Appendix A and B.
- 6.2 All Optional Services has 6 months termination notice unless otherwise is stated.
- 6.3 Appendix A can be updated as the range of offered Optional Services may change over time.

Initials: _____

Initials: _____

7 Software Development

- 7.1 Upon request the Customer can separately purchase development/customization of the Kiosk Software Platform from Instant Retail Systems. Purchase of such services shall be agreed separately in writing.
- 7.2 Ownership to all rights, including all Intellectual Property Rights, arising as a result of Instant Retail Systems' development/customization according to 7.1 shall inure to and be for the benefit of Instant Retail Systems.
- 7.3 Any deviation of paragraph 7.2, where development occurs that is exclusively for Customers use only, or other deviations, shall clearly be stated in quotations and other documents.

8 Availability Warranty

- 8.1 During the term of this Agreement Instant System warrants that the measured availability for the Backend Server Software each calendar month is equal or higher than 99 %. The measured availability of the Backend Server Software for any calendar month is calculated as;

Measured Availability = $[1 - \{(A - B) / X\}] * 100$, where

A = Total Unavailable Period of the Critical Services

B = Downtime caused by Customer or due to, (i) Force Majeure (ii) Suspended service according to 14.3 (iii) Standing Service Window

X = Total number of hours in the relevant calendar month

- 8.2 Instant Retail Systems has a standing service window at Wednesdays from 1 pm to 5 pm Swedish time to be used for planned maintenance and upgrades. If required, Instant Retail Systems is entitled to reschedule the standing service window by providing Customer with one (1) week notice.

9 Limitation of liability

- 9.1 Since this service is compensated through a percentage of the revenue Instant Retail Systems is automatically penalized for any occurrences that has a negative impact on the network of Kiosks.
- 9.2 It is understood and agreed by the Parties that any sum which shall be compensated are in the nature of a credit and not a penalty and are fair and reasonable and are the Customer's sole and exclusive remedy for any and all losses suffered by Customer as a result of Instant Retail Systems' failure to achieve the Availability Warranty levels. Should Instant Retail Systems be liable to an Availability Warranty compensation to the Customer, Instant Retail Systems is entitled to deduct the amount from open claims against the Customer.
- 9.3 Other than in respect to what is clearly stated in this Agreement either Party shall in no event be liable for any direct, indirect, consequential, incidental, special exemplary or punitive damages including loss of actual or anticipated profits, revenues or product, increased expense of borrowing or financing and increased cost of capital arising out of this Agreement.
- 9.4 Notwithstanding anything to the contrary contained in this Agreement, in no event shall Instant Retail Systems be liable to Customer for any damages, claims, demands, suits, causes of action, losses, costs, expenses and/or liabilities related in any manner to this Agreement in excess of an amount equal to one annual license fee, regardless of whether such liability arises out of breach of agreement, contract, guarantee or warranty, tort, product liability, indemnity, contribution, strict liability or any other legal theory.

10 Data Privacy

- 10.1 The Parties commits to comply with the European Unions 'The General Data Protection Regulation'.
- 10.2 Both Parties agrees to assist each other in the event the other Party so require assistance in order to fulfil duties or action according to GDPR.
- 10.3 Both Parties ensures that policies are in place that prevent staff from emailing or in other way distribute or store sensitive data in a way that aggravate the fulfilment of GDPR.
- 10.4 Customer will exclusively own the Customers' Data collected through Customer's operation of the Product. For the avoidance of doubt Customer Data include Personal Data as that term is defined in the EU DPD.

Initials: _____

Initials: _____

Instant Retail Systems is prohibited from utilizing Customer Data for its own use or giving access to Customer Data to any third party without written permission from Customer.

11 PCI-DSS

- 11.1 In the event Customer have access to credit card information as a result from the cooperation between the Parties then Customer is responsible that such information is handled with care, only are received by authorized staff, not stored longer than necessary, are stored in a secure manner and that the handling in no way is in breach with Payment Card Industry Data Security Standard.
- 11.2 Instant Retail Systems is PCI-DSS Certified and will continue to be certified as long as Instant conduct business and handles credit card information in a way that requires PCI-DSS certification.

12 Rights and Ownership

- 12.1 Instant Retail Systems, and all companies belonging to the Instant Group, retains and owns all rights to the Kiosk Software Platform (except sublicensed portions of the Kiosk Software), including all Intellectual Property Rights, the right to use, sell, transfer or otherwise manage, modify or reassign the copyright or any other intellectual property rights or any other right that may arise regarding the Kiosk Software Platform.
- 12.2 All Intellectual Property Rights owned or controlled by Instant Retail Systems, or any company within the Instant Group shall remain the exclusive property of Instant Retail Systems, or the Instant Group, and nothing herein shall be construed as a sale, lease, loan, or transfer of any of such Intellectual Property Rights. Customer shall derive no rights, title or interest therein except as expressly set forth in this Agreement. If not otherwise stated, any intellectual property concerning the Kiosk Software Platform that Customer acquires or develops in connection with the use or operation of the Kiosk System shall be the property of Instant Retail Systems.
- 12.3 Customer may not, except as indicated by mandatory law, or the terms of this Agreement or the license in respect of any components that are based on open source, copy, decompile, reverse engineer, disassemble, derive, decrypt, modify, otherwise change, or create derivative works wholly or in part based on the Kiosk System. Other than the rights set forth in this Agreement, Instant Retail Systems reserves all rights in and to the Products.
- 12.4 Instant Retail Systems retains all rights not expressly granted to Customer in this Agreement.

13 Force Majeure and Suspension of Performance

- 13.1 The parties shall be excused from any performance required hereunder (other than payment obligation) if such performance is rendered impossible or unfeasible due to any major event or act of God beyond their reasonable control including, without limitation, war, riot, change in law, proclamations, edicts, ordinances or regulations, labour disputes, trade restrictions, shortage of transport and general shortage of materials, floods, fires, explosions or other natural disasters.

14 Term

- 14.1 This Agreement shall come into force on the Effective Date ----- and is valid for a period of twelve (12) months ("Term") from the Effective Date.
- 14.2 If either Party does not terminate the Agreement no later than six (6) months before the end of the agreement Term, the Agreement will automatically be extended by another twelve (12) months with a corresponding notice period.
- 14.3 If Customer is in default of payment towards Instant Retail Systems with more than 15 days after Instant Retail Systems has sent a written reminder to the Customer, Instant Retail Systems is entitled to suspend its performance under this Agreement until the Customer paid in full for any and all Instant Retail Systems' outstanding claims against the Customer regardless of the debt is derived from this Agreement or any other agreement between the parties.
- 14.4 Upon termination of the Agreement the Customer shall immediately cease using the Kiosk Software and uninstall all software making up the Kiosk Software from its terminals, computers and/or Kiosks. The Customer shall also certify in writing to Instant Retail Systems that all software making up the Kiosk Software

Initials: _____

Initials: _____

has been uninstalled from all Customer's terminals, computers and Kiosks and that copies in any form or media is not detained.

15 Termination

- 15.1 Either Party is entitled to terminate this Agreement with immediate effect in the event that the other Party;
- 15.1.1 commits a material breach of this Agreement which is not capable of remedy;
 - 15.1.2 commits a material breach of this Agreement and (if such breach is capable of remedy) fails to remedy that breach within a period of sixty (60) days after being notified in writing to do so;
 - 15.1.3 the other Party ceases to do business, becomes unable to pay its debts as they fall due within the payment terms set forth in 14.3, becomes or is deemed insolvent, has a receiver, manager, examiner, or similar officer appointed in respect of the whole or any parts of its assets or business, makes any composition or arrangement with its creditors, takes or suffers any similar action in consequence of debt, or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction to which the non-terminating Party has previously agreed in writing), enters into liquidation (whether compulsory or voluntary), or suffers or undergoes any analogous process to any of the above in any jurisdiction.

16 Confidentiality

- 16.1 The parties agree not to use or disclose any financial information, trade secrets, customer lists etc. or any other information which it may receive from time to time, have received or obtained as a result of entering into or performing its obligations pursuant to this Agreement, relating to any of the parties which is not in the public domain unless
- (i) required to do so by law or pursuant to any order of court or other competent authority or tribunal
 - (ii) required to do so by any applicable stock exchange regulations or the regulations of any other recognised market place
 - (iii) such disclosure has been consented to by the other party in writing (such consent not to be unreasonably withheld) or
 - (iv) the information is disclosed to its professional advisers who are bound to such Party by a duty of confidentiality which applies to any information disclosed.
- 16.2 If either party is required by reasons outlined in (i) or (ii) to disclose any information, the disclosing party shall use its reasonable endeavours to consult with the other party prior to any such disclosure.

17 Entire Agreement

- 17.1 This Agreement represents the entire understanding and agreement between the parties in respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements (whether oral or written) relating to the subject matter hereof.

18 Amendments and waivers

- 18.1 This Agreement may only be amended by an instrument in writing duly executed by the parties. The parties agree that no change, termination, modification or waiver of any provision, term or condition of this Agreement shall be binding on the parties, unless it is made in writing.
- 18.2 In no event shall any delay, failure or omission of a party in enforcing, exercising or pursuing any right, claim or remedy under this Agreement be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing.

19 Notices

- 19.1 All notices, requests, denunciations or demands pursuant to this Agreement shall be sent to the other party in accordance with and to the address stated above (or such other address that a party subsequently in

Initials: _____

Initials: _____

writing has notified the other party, in accordance with the provisions of this section). Such notice shall be deemed to have been received by a party when

- 19.1.1 Delivered by hand, on the day of delivery;
- 19.1.2 Delivered by certified mail, on the third business day after posted;
- 19.1.3 Delivered by e-mail, upon receipt of written confirmation by e-mail from the other Party.

20 Assignment

- 20.1 This Agreement, and the rights and obligations hereunder, shall be binding upon and inure to the benefit of the successors of the parties but shall not be assignable by any of the parties without the prior written consent of the other party.

21 Partial Invalidity

- 21.1 If any provision of this Agreement or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining provisions of this Agreement shall continue in full force and effect. The parties shall seek to amend such void, invalid or unenforceable provisions and thereby this Agreement in order to give effect to, so far as is possible, the spirit of this Agreement and to achieve the purposes intended by the parties.

22 Governing Law and Disputes

- 22.1 This Agreement shall be governed by and construed in accordance with the laws of Delaware without application of its conflict of laws principles.
- 22.2 Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination or invalidity of the Agreement, shall be finally settled by Borås District Court unless the parties agree to settle any dispute thru arbitration.

Date and place

By: _____

By: _____

Instant Retail Systems

Mike DeLazzer

Managing Partner

Initials: _____

Initials: _____

Optional Services

Instant Payment Gateway (“IPG”)

Description:

Instant Payment Gateway (“IPG”) is a payment gateway that supports payment both through the LOVA payment app as well as selected chip & pin units. The Lova app runs on the end users devices and is available on both android- and iOS-based devices, such as smartphones and tablets. LOVA can either be used as a stand-alone payment solution or in conjunction with an already existing payment solution. LOVA does not require any additional hardware, the end user simply scans a QR-code on the kiosk interface using their LOVA app.

Requirements:

An agreement between the Customer and a supported acquiring bank, in the region of deployment, is required in order to be able to receive the money withdrawn from the end users debit/credit cards. The acquiring banks’ fees are a matter between the Customer and the bank and are not part of this Agreement.

Price:

IPG fee:

Terminal	Acquirer (Debit/Credit)	Closed Loop* / Student Card	Fees	Configuration Time
Payter P68	Fiserv	N/A	\$15/month per terminal 0.9% per transaction	1 week
Castles UPT1000F	Chase TSYS	Transact** Blackboard Atrium Cbord Touchnet itc Systems	\$15/month per terminal 0.9% + \$0.05 per transaction	2 weeks
Adyen	Adyen	N/A	\$15/ month per terminal 0.9% per transaction	2 weeks

* If closed loop is required, End User might be required to send cards to Instant Retail Systems for configuration and testing of the Payment Terminal.

** Transact recently introduced a new fee for processing cards on their campuses. This will be charged to the gateway and iRS. This applies does not apply if the End User is operating the ARM themselves. This fee only applies if a 3rd party is processing cards from Transact. This fee will be passed on to the End User. Fees are:

- Transactions above \$4: 3.25%
- Transactions under \$4: 5.25%

Initials: _____

Initials: _____

Special terms:

Beside the terms in the Agreement the following is specific for IPG;

In the event Customer has past due invoices to Instant Retail Systems then Instant Retail Systems has the right to stop the Optional Service immediately.

Customer hereby add the Optional Service Instant Payment Gateway

Date and place

By: _____

By: _____

Instant Retail Systems

Mike DeLazzer

Managing Partner

Initials: _____

Initials: _____

Optional Services

4G Data Subscription Plan

Description: Instant Retail Systems offers a 4G Data Subscription Plan that can be used within European Union. The purpose is to connect the Kiosk to Internet. Customer will receive a special SIM card that shall be inserted in a 4G router. The SIM can choose from almost any available carrier in order to get sufficient signal strength. A contact to Instant Retail Systems Operations Department may be needed to activate this functionality.

Requirements: A supported 4G router/modem is required.

Price: The price per SIM and month is \$10 and includes 1 Gb of Data on T-Mobile's network or \$20 on Verizon's network. If extra data is needed to a certain SIM this can be ordered through Instant Retail Systems Operations Department.

The cost will be billed on a monthly basis.

Special terms: Beside the terms in the Agreement the following is specific for 4G Data Subscription Plan;

- In the event Customer has past due invoices to Instant Retail Systems then Instant Retail Systems has the right to stop the Optional Service immediately.
- Purchasing a 4G subscription plan from Instant Retail Systems does not move the responsibility of keeping the kiosk online from Customer to Instant Retail Systems and Customer is responsible that the 4G sim card is located is available to reach the 4G network.

Customer hereby add the Optional Service: 4G Data Subscription Plan

Date and place

By: _____

By: _____

Instant Retail Systems

Mike DeLazzer

Managing Partner

Initials: _____

Initials: _____

Attachment B: Info on Payment Terminals

The Automated Retail Merchandiser (ARM) has been configured for the following Payment Terminals.

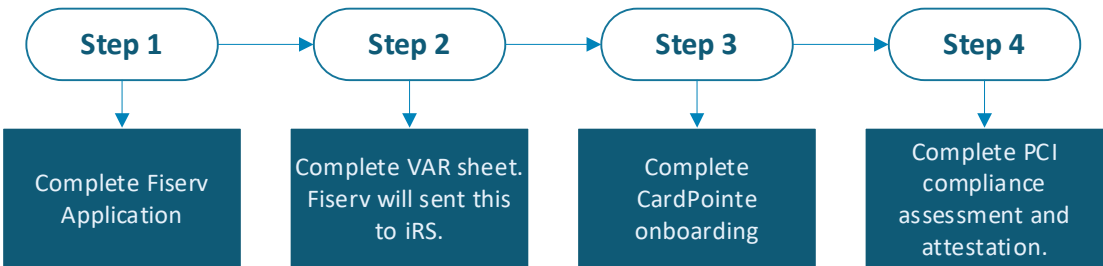
Terminal	Acquirer (Debit/Credit)	Closed Loop* / Student Card	Fees	Configuration Time
Payter P68	Fiserv	N/A	\$15/month per terminal 0.9% per transaction	1 week
Castles UPT1000F	Chase TSYS	Transact** Blackboard Atrium Cbord Touchnet itc Systems	\$15/month per terminal 0.9% + \$0.05 per transaction	2 weeks
Adyen	Adyen	N/A	\$15/ month per terminal 0.9% per transaction	2 weeks

* If closed loop is required, End User might be required to send cards to Instant Retail Systems for configuration and testing of the Payment Terminal.

** Transact recently introduced a new fee for processing cards on their campuses. This will be charged to the gateway and iRS. This applies does not apply if the End User is operating the ARM themselves. This fee only applies if a 3rd party is processing cards from Transact. This fee will be passed on to the End User. Fees are:

- Transactions above \$4: 3.25%
- Transactions under \$4: 5.25%

*** End Users who do not have a Fiserv relationship, iRS will introduce the End User to the iRS Fiserv account team who will go through each of the below steps on a separate call as part of the onboarding process. If the End User has an existing Fiserv account, End Users may send the VAR sheet directly to iRS.



Attachment C: Info on VAR Sheet

A value-added reseller (VAR) sheet enables communication between the gateway and the merchant account. The VAR sheet is a file that contains important payment processing information, such as:

- **Acquirer:** An acquirer is a bank that serves merchants. It is licensed to provide merchant accounts to qualified businesses, enabling these businesses to process payment card transactions. Examples of acquirers include: JPMorgan Chase, Fiserv, and Adyen.
- **Merchant account:** An acquirer provides a merchant account so a business, in this case End User, can accept and process payment card transactions. The merchant account is where the acquirer deposits funds received from issuers. Not all merchant accounts are the same, and not all banks provide merchant accounts. Some merchants will need a high-risk merchant account.

How to obtain a Merchant Account?

Merchants must apply for a merchant account. The application process can be facilitated by either the acquiring bank or an independent sales organization (ISO).

There are various criteria that will be taken into consideration as part of the application process:

- o The type of products or services the merchant offers
 - o The sales method (in-person)
 - o The payment method (single sale)
 - o Past processing history or credit history if there is a lack of processing history
 - o Perceived risk (usually determined by analyzing chargeback activity)
 - o Number of processing applications the merchant has previously submitted or are pending
- **Merchant identification number (MID):** A merchant identification number (MID) is a unique code that helps identify a merchant account. It is generated by the processor after the account has been created and is used to complete different actions at various stages throughout the payment processing lifecycle. The MID ensures funds are deposited into your account and no one else's. It also prevents you from receiving refunds and chargebacks that don't belong to you.
 - **Business details**
 - **Processor information:** A payment processor shares and receives data from the card brands, acquirer, and gateway in order to process a merchant's transactions. Also referred to as: Third-party processor or third-party payment processor

What Does a Payment Processor Do?

The payment processor acts as the go-between for all other entities involved in a transaction.

- o Receives authorization requests from the gateway and submits them to the issuers via the brands

- Receives authorization responses from the issuers via the brands and shares them with the gateway
 - Receives batches of transactions from the gateway for settlement, sends to the issuers via the brands
 - Receives retrieval requests and chargebacks from the issuers via the acquirer
 - Sends chargeback responses to the issuer via the acquirer
- Industry codes or MCC:
A merchant category code (MCC) is a four-digit classification code used to describe a merchant's business type, transaction type, or business name. If a merchant sells multiple items or services, the MCC will describe the item or service that has the highest annual sales volume. MCCs are managed by the card brands and assigned by the acquirer when the merchant account is created.
- Payment Gateway: A payment gateway is a software or device-based service that receives, protects, and shares transaction information. Payment gateways may be contracted through the merchant account, provided in conjunction with other vendors' services, or offered as a stand-alone product.

What Does a Payment Gateway Do?

A payment gateway provides many useful services:

- Receives transaction information from the merchant's website and ensures its safe transmission to the payment processor through encryption and tokenization
- Initiates the authorization process and returns responses to the merchant
- Calculates taxes
- May apply fraud detection tools such as geolocation, transaction velocity analysis, blacklists, delivery address verification, device fingerprinting, AVS, and more
- Converts currencies
- Processes refunds

Attachment D: Info on Internet Connection

The Automated Retail Merchandiser requires an internet connection. This can be done in 3 ways:

1. Cellular Connection
 - a. iRS provides a cellular connection through T-Mobile for \$10 per month.
 - b. iRS provides a cellular connection through Verizon for \$20 per month.
 - c. T-Mobile, Verizon, and AT&T are supported as bring your own SIM card and plan

2. Hardwired through ethernet cable (cable provided by End User)
 - a. Outbound ports:
 - TimeSync: UDP/37 – timeserver.instantsystems.se
 - Kiosk UI: TCP/443 – IRS.instantsystems.se
 - VNC: TCP/5500 – repeater.instantsystems.se
 - Files: TCP/443 – fileapi.instantsystems.se
 - b. Server list:
 - fileapi.instantsystems.se(haproxy) – 89.160.73.162
 - timeserver.instantsystems.se(europol) – 89.160.73.165
 - IRS.instantsystems.se(web2) – 89.160.73.166
 - repeater.instantsystems.se(utility) – 89.160.73.167

3. WIFI