

TCPoS

SUBSCRIPTION, DEVICE, TRAINING AND SUPPORT AGREEMENT

Standard customer agreement for TCPoS software subscriptions, devices, onboarding, training and support services

Agreement Number: _____

Customer/Business Name: _____

Effective Date: _____

Subscription Plan: _____

Prepared for Tech Chantier INC / TCPoS

Version: July 2026

TCPoS SUBSCRIPTION, DEVICE, TRAINING AND SUPPORT AGREEMENT

This Agreement is made on _____ (the "Effective Date") between:

TECH CHANTIER INC, a company organised under the laws applicable in Cameroon, operating the TCPoS platform, with registered office at First Trust Building, Great Soppo, Buea, Cameroon, registration number TPPRR/RC/BUA/2026/0225 and taxpayer number M072618817558k, with official support contacts +237 682 668 870 and info@tcpos.app (the "Provider" or "TCPoS");

and

CUSTOMER: _____, of address
_____, registration/ID number
_____, represented by _____ (the
"Customer") in the position/capacity of _____ holder of ID card number _____
issued at _____ expiring on _____.

The Provider and the Customer are together referred to as the "Parties" and individually as a "Party".

A. BACKGROUND

A.1 The Provider supplies the TCPoS point-of-sale, inventory, reporting and business-management platform, together with compatible devices, implementation, training and support services.

A.2 The Customer wishes to subscribe to the Services and, where applicable, purchase, test or use a TCPoS Device on the terms set out in this Agreement and its Annexes.

A.3 The Parties therefore agree as follows.

1. DEFINITIONS AND INTERPRETATION

1.1 "Account" means the Customer's TCPoS business account and associated user profiles, branches, warehouses, product records and transaction data.

1.2 "Branch" / "location" means one business outlet or operational location configured separately in TCPoS.

1.3 "Business Data" means products, inventory, sales, customers, suppliers, debtors, expenses, reports and other information entered into or generated through the Customer's Account.

1.4 "Critical Bug" means a reproducible error attributable to TCPoS that prevents an essential business operation and for which no reasonable workaround is available.

1.5 "Device" means any TCPoS point-of-sale terminal, printer, scanner, charger, cable or other hardware supplied by the Provider.

1.6 "Feature Request" means a request for new functionality, an enhancement, a change in workflow or functionality not included in the existing Services.

1.7 "Product" or "SKU" means each separately tracked item or variation with its own stock quantity, barcode, price or identifying attributes.

1.8 "Services" means access to TCPoS software, cloud services, reports, backups, support and other features included in the Customer's selected Plan.

1.9 "Subscription Period" means the period stated in Annex 1 for which the Customer has paid or agreed to pay.

1.10 "User" means one individual login account authorised to access the Customer's Account.

1.11 "Warehouse" means one stock-holding or inventory location configured in TCPoS.

2. SUBSCRIPTION AND SCOPE OF SERVICES

2.1 The Provider grants the Customer a limited, non-exclusive, non-transferable and revocable right to use the Services during an active Subscription Period, subject to this Agreement.

2.2 The selected Plan, fees, billing cycle, start date, expiry date, number of Users, number of Products/SKUs, Warehouses, Branches, included Devices and included features shall be stated in Annex 1.

2.3 The Customer shall not exceed the limits of the selected Plan. Where usage exceeds a limit, the Provider may require an upgrade, an additional fee or another written commercial arrangement.

2.4 Features may depend on internet access, compatible hardware, mobile-network services, third-party messaging services or correct synchronisation of an offline Device.

2.5 Purchase of a Device does not provide lifetime access to subscription-dependent features, support, cloud backup, remote access or reports. These remain subject to an active Subscription.

3. FEES, BILLING, RENEWAL AND TAXES

3.1 The Customer shall pay the subscription, Device, setup, training, transport and other charges stated in Annex 1 or any approved quotation.

3.2 Unless otherwise stated, all amounts are payable in Central African CFA francs (FCFA/XAF). Applicable taxes, levies and transaction charges shall be borne as required by law or the relevant payment method.

3.3 The Subscription begins on the agreed activation date and expires on the date stated in Annex 1. The Provider may send reminders, but failure to receive a reminder does not remove the Customer's responsibility to renew on time.

3.4 Subscription fees already paid are non-refundable after activation, except where the Provider expressly approves otherwise in writing or a mandatory rule of law requires otherwise.

3.5 The Provider may revise pricing at renewal by giving reasonable advance notice. A price revision does not change amounts already paid for an ongoing Subscription Period.

3.6 Any outstanding amount remains payable despite suspension, termination, return of a Device or discontinuation of use.

4. INSTALLMENT PURCHASES

4.1 Where the Provider approves a Device purchase by installments, the minimum initial deposit shall be FCFA 100,000, unless another amount is stated in Annex 1.

4.2 Annex 1 shall state the total Device price, initial deposit, outstanding balance, number and amount of installments, due dates, final payment date, Device model and Device serial number.

4.3 Ownership of the Device shall remain with the Provider until the full Device price and all directly related charges have been paid. Until then, the Customer shall not sell, pledge, transfer, lend, conceal or otherwise dispose of the Device without the Provider's prior written permission.

4.4 Each installment must be paid on or before its stated due date. The Customer shall receive a grace period of five calendar days after the due date.

4.5 Where an installment remains unpaid after the grace period, the Provider may, subject to applicable law, apply a one-time late-payment administrative charge of five percent of the overdue installment, subject to a maximum of FCFA 5,000 per overdue installment.

4.6 The Customer shall be considered in default where: (a) an installment remains unpaid for more than ten calendar days after its due date; (b) the Customer fails to pay two consecutive installments; (c) the Customer pays two or more installments after their respective grace periods; (d) the Customer fails to complete payment by the final payment date; (e) the Customer refuses to respond to reasonable payment reminders; or (f) the Customer sells, transfers, conceals, damages or attempts to dispose of the Device before completing payment.

4.7 Following an event of default, the Provider shall issue a final written notice giving the Customer five calendar days to pay the overdue amount or enter into a revised written payment arrangement approved by the Provider.

4.8 Where the Customer fails to remedy the default within the final notice period, the Provider may: (a) suspend the Customer's subscription and related Services; (b) declare the entire outstanding Device balance immediately due; (c) terminate the installment arrangement; (d) demand immediate return of the Device and all supplied accessories; (e) recover reasonable transport, collection, repair and administrative expenses; and (f) pursue recovery of the Device or outstanding amounts through lawful procedures.

4.9 Where return of the Device is demanded following default, the Customer shall return the Device and all supplied accessories within three business days.

4.10 Payments already made shall not automatically be refundable following termination for default. The Provider may apply such payments toward Device use and depreciation, subscription charges, late-payment charges, missing accessories, repairs, transportation, recovery costs and other outstanding obligations.

4.11 Any voluntary request by the Customer to discontinue the installment arrangement and return the Device shall be handled in accordance with Section 19 of this Agreement.

4.12 Recovery or return of the Device shall not automatically cancel subscription fees, repair costs, transportation charges, late-payment charges or any other accrued obligation.

5. PRODUCT INFORMATION, IMPORT AND DATA ENTRY

5.1 The Provider shall provide a standard Microsoft Excel template that the Customer may complete and import to simplify initial Product entry.

5.2 The Customer is responsible for providing complete and accurate Product information, including names, categories, selling prices, cost prices, opening quantities, barcodes, units, variations, Warehouses, Branches and minimum stock levels where applicable.

5.3 Manual Product entry, stock counting, data cleaning and migration are not included unless expressly stated in Annex 1 or a separate quotation.

5.4 The Provider may, at its discretion, provide complimentary data-entry or import assistance to selected Customers. Such assistance is a discretionary commercial benefit and does not create an entitlement to future or repeated free data entry.

5.5 Where the Provider assists with import or entry, the Customer must review and approve the information before normal operations begin. The Provider is not liable for inaccuracies caused by incomplete, duplicate or incorrect information supplied by the Customer.

5.6 After setup, the Customer is responsible for maintaining Products, prices, quantities and other business records unless a separate paid service is agreed.

6. ONBOARDING AND COMPLIMENTARY TRAINING

6.1 Each subscribed business is entitled to one complimentary training session of a maximum of four hours. The complimentary session is offered once per business, not once per User, employee, Branch or staff change.

6.2 The complimentary training should be scheduled and used within thirty days after account activation unless the Parties agree otherwise in writing.

6.3 The Customer shall designate the employees who must attend and shall ensure that they are available, punctual and ready with the required Device, internet access and business information.

6.4 The Customer must give at least twenty-four hours' notice to reschedule. Where attendees fail to appear, arrive too late to conduct meaningful training, or cancel without sufficient notice, the complimentary session shall be considered used.

6.5 Late arrival does not extend the agreed ending time. Any additional, replacement, refresher or new-staff training may be charged at the Provider's prevailing rate.

6.6 The Provider is not responsible for misuse, incorrect entries or losses caused by employees who did not attend training, did not follow instructions or shared access credentials.

7. REMOTE SUPPORT AND ONSITE SERVICES

7.1 During an active Subscription, the Provider shall make reasonable remote support available through approved channels such as telephone, WhatsApp, email or secure remote-access tools.

7.2 Remote support covers guidance on using TCPoS, account configuration, troubleshooting and investigation of reported system problems. It does not include operating the Customer's business, entering routine transactions, conducting stock counts, correcting Customer-created records, repeatedly training new staff or supporting unrelated third-party systems.

7.3 Unless otherwise stated in Annex 1, normal support hours are Monday to Friday, 8:30 a.m. to 5:00 p.m., excluding public holidays. Reports outside these hours are handled on a best-effort basis.

7.4 Where the Customer requests a physical visit, the Customer shall pay transportation for the assigned staff and any applicable onsite service fee, unless the visit is expressly included in Annex 1.

7.5 For assignments outside the Provider's normal service area or town, the Customer shall cover agreed round-trip transport, local transport, feeding/per diem, accommodation where required and related expenses for the assigned team, normally one or two persons. Costs and staffing shall be agreed before travel.

7.6 The Provider may require advance payment of estimated travel, onsite or accommodation expenses before dispatching personnel.

8. BUG REPORTING AND RESOLUTION

8.1 The Customer shall report a suspected Bug promptly and provide sufficient information, including screenshots, dates, affected Users, Device details, steps taken and the business impact.

8.2 The Provider shall investigate and classify the report. Incorrect use, invalid data, unsupported hardware, internet outages, expired subscriptions, third-party failures or Customer configuration errors are not automatically TCPoS Bugs.

8.3 A Critical Bug shall normally be acknowledged within one business day. The Provider shall target a workaround or resolution within seventy-two to ninety-six hours after obtaining sufficient information and reproducing the issue.

8.4 These periods are service targets rather than unconditional guarantees. Complex defects, security incidents, corrupted data, hardware dependencies or third-party failures may require additional time. The Provider shall communicate material progress and reasonable revised expectations.

8.5 Non-critical defects shall be prioritised according to severity, affected Customers, available workarounds and development workload.

9. FEATURE REQUESTS AND CUSTOM DEVELOPMENT

9.1 Feature Requests must be submitted in writing and should describe the required workflow, business reason, expected Users and desired outcome.

9.2 The Provider shall assess technical feasibility, security, product fit, complexity and workload. Submission does not guarantee approval or delivery.

9.3 An approved standard Feature Request may be added to the general product roadmap. A Customer-specific request may require a separate specification, quotation and payment.

9.4 The normal planning estimate for an approved Feature Request is at least one month from the date requirements are confirmed and any required payment is received. Delivery may take longer depending on complexity and development workload.

9.5 The Provider may decline requests that conflict with the platform's architecture, security, regulatory obligations or product direction.

9.6 Unless a separate written agreement expressly states otherwise, all software, configurations, designs, enhancements and features developed remain the intellectual property of the Provider.

10. TRIAL DEVICE

10.1 The Provider may supply a Device for a trial period of up to fourteen calendar days. The Device, accessories, value, condition, start date and return date must be recorded in Annex 3 or another signed handover form.

10.2 Ownership remains with the Provider throughout the trial. The Customer shall keep the Device secure and shall not sell, lend, pledge, dismantle, reset, repair or modify it without written permission.

10.3 The Customer bears full responsibility for loss, theft, unauthorised repair, physical damage, liquid damage, fire damage, negligent handling or destruction while the Device is in the Customer's custody.

10.4 If the Device is lost, stolen, destroyed or damaged beyond economical repair, the Customer shall pay the full Device value stated on the handover form. If repairable, the Customer shall pay diagnosis, parts, labour, transport, collection, redelivery and other reasonable restoration costs.

10.5 At the end of the trial, the Customer shall return the Device and all accessories in good working condition, purchase it under an approved arrangement or sign another written agreement.

10.6 Failure to return the Device by the agreed date may result in Account suspension and a demand for the full stated Device value. Normal wear from proper use is not damage, subject to technical assessment.

11. DEVICE DELIVERY, ACCEPTANCE AND RISK

11.1 The Customer shall inspect each Device at delivery and record its condition, serial number and supplied accessories in Annex 3.

11.2 Risk of loss or damage passes to the Customer upon delivery, except to the extent a verified defect is covered by the limited warranty in Clause 12.

11.3 The Customer is responsible for safe storage, appropriate charging, protection from liquids, heat, theft, unstable electricity and unauthorised access.

12. LIMITED THREE-MONTH DEVICE WARRANTY

12.1 A purchased TCPoS Device carries a limited three-month warranty beginning on the date of delivery and acceptance.

12.2 The warranty covers verified manufacturing defects and internal hardware faults not caused by the Customer.

12.3 For a valid warranty claim, the Provider may repair the Device, replace a defective component, replace it with the same model or provide an equivalent model where the original is unavailable.

12.4 Full replacement is not automatic. It applies where technical assessment confirms a covered defect and determines that the Device cannot reasonably be repaired or repeated repair attempts have failed.

12.5 Software Bugs, synchronisation problems and configuration errors are handled under software support and do not automatically qualify the Customer for Device replacement.

12.6 The warranty excludes broken screens or casing, liquids, fire, heat, power surges, improper charging, loss, theft, negligent handling, unauthorised accessories, unauthorised repair, modification, insects, rodents, environmental damage, normal cosmetic wear and consumables such as receipt paper.

12.7 For damage outside warranty, the Customer shall pay all inspection, parts, labour, transport, courier, collection and redelivery costs. Where practicable, an estimate shall be provided before chargeable repair begins.

12.8 The Customer shall synchronise or export important data before submitting a Device for repair. The Provider is not responsible for information stored only on a damaged, reset or unsynchronised Device.

12.9 A repaired or replacement Device continues under the remaining original warranty period and does not automatically receive a new three-month period unless stated in writing.

13. CUSTOMER RESPONSIBILITIES

13.1 The Customer shall provide accurate registration, billing, Product, stock, User, Branch, Warehouse and contact information and shall promptly update material changes.

13.2 The Customer shall protect usernames, passwords, PINs and Devices; assign separate User accounts; remove access for former employees; and prevent unauthorized access or account sharing.

13.3 The Customer is responsible for accurate data entry, opening balances, stock counts, prices, discounts, payments, tax settings, debtor records and internal approval controls.

13.4 The Customer shall provide reliable electricity, internet or mobile connectivity where required and shall regularly synchronise offline Devices.

13.5 The Customer shall not use the Services unlawfully, interfere with security, upload harmful content, attempt unauthorised access, reverse-engineer the software or resell access without approval.

13.6 TCPoS is a business-management tool and does not replace the Customer's management supervision, accounting advice, tax advice, stock verification or fraud-prevention controls.

14. BUSINESS DATA, PRIVACY, BACKUPS AND EXPORTS

14.1 As between the Parties, the Customer retains ownership of its Business Data. The Customer authorises the Provider to host, process, transmit, back up and otherwise use Business Data only as reasonably necessary to provide, secure, maintain and improve the Services or comply with applicable law.

14.2 The Customer confirms that it has lawful authority to collect and enter personal information relating to employees, customers, suppliers and other persons and shall provide any notices or obtain any permissions required by applicable data-protection law.

14.3 The Provider shall apply reasonable organisational and technical safeguards. No system is completely immune from outages, hardware failure, malicious activity or data loss, and the Customer shall maintain appropriate financial records and exports for critical information.

14.4 Cloud backup and remote reporting depend on successful synchronisation. The Customer shall promptly report synchronisation failures and shall not uninstall, reset or replace a Device without first following the Provider's data-protection instructions.

14.5 During an active Subscription, the Customer may use the available export features to download its Business Data. Access to or export of Business Data after expiry, suspension or termination is governed by Section 20.

14.6 The Provider may use aggregated or anonymised information that does not identify the Customer or an individual for service analytics, reliability, planning and product improvement.

14.7 The Provider's Privacy Policy is available at <https://tcpo.app/privacy> and may be updated from time to time to reflect applicable law and the Provider's actual data-processing practices.

15. SERVICE AVAILABILITY, MAINTENANCE AND THIRD PARTIES

15.1 The Provider shall use reasonable efforts to keep the Services available but does not guarantee uninterrupted or error-free operation.

15.2 The Provider may perform planned maintenance, security updates, emergency repairs and system improvements. Where reasonably possible, material planned interruptions shall be communicated in advance.

15.3 The Provider is not responsible for failures caused by electricity, internet connectivity, telecommunications networks, third-party messaging providers, unsupported Devices, malware, Customer systems or events beyond reasonable control.

16. INTELLECTUAL PROPERTY AND LICENCE RESTRICTIONS

16.1 The Provider owns or licenses the TCPoS software, source code, databases, interfaces, designs, documentation, trademarks, updates, configurations and improvements.

16.2 The Customer receives only the limited usage right expressly stated in this Agreement and shall not copy, sublicense, rent, resell, publish, reverse-engineer, decompile or create derivative works from the Services except where mandatory law expressly permits.

16.3 Feedback and Feature Requests may be used by the Provider to improve the Services without creating a payment or ownership obligation to the Customer, unless a separate written agreement states otherwise.

17. SUSPENSION

17.1 The Provider may allow a grace period of up to three calendar days after Subscription expiry. After the grace period, the Provider may suspend the Account until renewal and outstanding charges are paid.

17.2 During suspension, the Provider may restrict sales processing, remote dashboard access, the mobile administration application, synchronisation, cloud backup, reports, WhatsApp reports, multi-Branch access, support and other subscription-dependent features.

17.3 The Provider may also suspend access immediately where reasonably necessary to address security threats, suspected fraud, unlawful use, abuse of staff or support channels, attempted reverse-engineering, unauthorised resale, excessive account sharing, refusal to return a trial Device or another material breach.

17.4 Suspension does not cancel outstanding fees or prevent the Provider from exercising other contractual rights.

18. TERMINATION AND DISCONTINUATION

18.1 Either Party may terminate for a material breach that remains uncorrected after reasonable written notice, except that the Provider may act immediately in cases involving fraud, unlawful conduct, security threats, non-return of property or serious abuse.

18.2 The Customer may discontinue the Subscription by giving written notice. Discontinuation does not create a refund for an already commenced Subscription Period or cancel Device installments and other outstanding amounts.

18.3 On termination, the Customer shall stop using restricted Services, return any Device owned by the Provider and pay outstanding charges. Clauses intended by their nature to survive shall remain effective, including payment, confidentiality, intellectual property, liability and dispute provisions.

19. EXCEPTIONAL DEVICE RETURN AND PARTIAL REFUND

19.1 Device and setup payments are ordinarily non-refundable after acceptance and use. The Provider does not operate a general return or refund policy.

19.2 Where an installment Customer chooses to stop and the Provider, at its sole discretion, approves an exceptional return, the Provider shall retain fifty percent of Device payments already received to cover the Device's loss of new-device status, deployment, use, depreciation, administration and recovery costs. Additional deductions may apply based on the Device's condition under Clause 19.3.

19.3 Before calculating any refund, the Device and all accessories must be returned and inspected using Annex 4 or another signed return and inspection form. Missing accessories, repair costs, transport, recovery charges, unpaid subscriptions and other amounts due shall be deducted from any otherwise refundable balance.

19.4 No refund is payable where the Device is lost, stolen, transferred, tampered with, damaged beyond economical repair or not returned.

19.5 Any exceptional refund is processed only after assessment and written confirmation by the Provider. Return of the Device does not automatically cancel other accrued obligations.

19.6 This Section applies to voluntary returns approved by the Provider and does not limit the Provider's rights following payment default under Section 4.

20. DATA RETENTION AND DELETION AFTER EXPIRY

20.1 The Customer is responsible for exporting and securely storing any required Business Data before the Subscription expires, is suspended or is terminated.

20.2 After Subscription expiry, suspension or termination, the Provider shall normally retain the Customer's operational Business Data for an initial thirty-day period, subject to security, legal and technical limitations. Operational access, reports, exports and other subscription-dependent features may remain restricted.

20.3 Where the Customer requires access to the Platform or wishes to export Business Data after Subscription expiry, the Customer must reactivate the Account by paying for a minimum additional Subscription period of one month at the applicable rate. The Provider shall not be required to provide a free data export for an expired Account.

20.4 If the Account is not reactivated within thirty days, it shall enter a further thirty-day deletion process. During this period, reactivation may still be permitted where the Business Data remains technically available. The Provider may send a final notice using the Customer's registered contact details.

20.5 If the Customer does not reactivate the Account before the final thirty-day period ends, operational Business Data may be permanently deleted from active systems, including Products, inventory, sales, customers, suppliers, debtors, expenses, Users, Branches, Warehouses, reports and configuration data.

20.6 Backup copies may remain temporarily until overwritten through the Provider's ordinary internal backup-retention cycle. The Provider may retain limited billing, contract, fraud-prevention, security and compliance records where reasonably required.

20.7 Deleted operational data may not be recoverable. Reactivation after permanent deletion shall be treated as a new Account setup and may attract setup, product-import, data-entry or configuration charges.

21. CONFIDENTIALITY

21.1 Each Party shall protect the other Party's non-public commercial, financial, customer, technical and security information and shall use it only for purposes connected with this Agreement.

21.2 Confidentiality does not apply to information that is public without breach, already lawfully known, independently developed, received lawfully from another source or required to be disclosed by law. Where permitted, the receiving Party shall give reasonable notice before compelled disclosure.

22. LIMITATION OF LIABILITY

22.1 The Customer remains responsible for business decisions, cash handling, employee supervision, stock verification, fraud controls, tax compliance and the accuracy of information entered into TCPoS.

22.2 The Provider does not guarantee increased profit, prevention of theft, complete elimination of errors, uninterrupted availability or correctness of reports generated from inaccurate or incomplete Customer data.

22.3 To the maximum extent permitted by applicable law, neither Party shall be liable for indirect, consequential, special or punitive loss, including lost profit, lost opportunity or reputational damage, except where such exclusion is not legally permitted.

22.4 Subject to applicable law, the Provider's aggregate liability arising from the Services shall not exceed the subscription and support fees actually paid by the Customer during the twelve months immediately preceding the event giving rise to the claim. This cap does not include amounts paid solely as the purchase price of a Device.

22.5 Nothing in this Agreement excludes or limits any liability or right that cannot lawfully be excluded or limited, including liability arising from fraud or wilful misconduct.

23. FORCE MAJEURE

23.1 Neither Party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, fire, civil disturbance, governmental action, widespread network outage, epidemic, labour disruption or failure of essential third-party infrastructure.

23.2 The affected Party shall make reasonable efforts to reduce the impact and resume performance. Payment obligations already accrued are not excused.

24. NOTICES AND COMMUNICATIONS

24.1 Formal notices shall be sent to the addresses, email addresses or verified business telephone numbers stated in Annex 1. Routine support communications may be conducted through +237 682 668 870, info@tcpo.s.app or other approved support channels notified by the Provider.

24.2 Each Party shall notify the other promptly when its contact details change. A notice sent to the last registered contact details is treated as properly addressed, subject to applicable law.

25. DISPUTE RESOLUTION AND GOVERNING LAW

25.1 The Parties shall first attempt in good faith to resolve any dispute through direct negotiation between authorised representatives.

25.2 If no resolution is reached within fifteen business days after written notice of the dispute, the Parties may attempt mediation on terms they agree, without preventing either Party from seeking urgent protective relief where necessary.

25.3 This Agreement is governed by the laws applicable in Cameroon and applicable OHADA Uniform Acts. Subject to any mandatory jurisdiction rule, unresolved disputes shall be submitted to the competent courts of Buea, Cameroon, unless the Parties sign a separate arbitration agreement.

26. GENERAL TERMS

26.1 This Agreement, its completed Annexes, approved quotations and signed addenda constitute the entire agreement concerning the Services, form an integral and binding part of it, and replace prior discussions on the same subject.

26.2 Where an Annex conflicts with the main Agreement, the Annex controls only for the specific commercial item expressly varied. Other provisions remain unchanged.

26.3 A change is valid only if recorded in writing and accepted by authorised representatives of both Parties, except for operational policies or pricing changes permitted by this Agreement and notified appropriately.

26.4 The Customer may not assign this Agreement without written permission. The Provider may assign it to an affiliate, successor or purchaser of the relevant business, subject to applicable law.

26.5 Failure to enforce a right immediately is not a waiver. If a provision is invalid or unenforceable, it shall be adjusted to the minimum extent necessary and the remaining provisions continue in force.

26.6 This Agreement may be signed in counterparts and by accepted electronic means. Each signed counterpart forms part of the same agreement.

27. ACKNOWLEDGEMENT AND SIGNATURE

27.1 By signing, the Customer confirms that it has read and understood this Agreement, received an opportunity to ask questions, accepted the Plan limits and payment terms in Annex 1, and understood the training, support, trial, warranty, suspension, refund and data-deletion policies.

For the Provider

Name: _____

Title/Capacity: _____

Signature: _____

Date: _____

Official stamp (if applicable):

For the Customer

Name: _____

Title/Capacity: _____

Signature: _____

Date: _____

Official stamp (if applicable):

ANNEX 1 - CUSTOMER AND COMMERCIAL TERMS

Completion requirement

This Annex must be completed and signed for each Customer. Unused rows may be marked "Not applicable". Any special promise made to the Customer should be written here rather than agreed verbally.

1. CUSTOMER DETAILS

Field	Customer information
Legal/business name	
Trading name	
Business type	
Registration/ID number	
Taxpayer number	
Physical address	
Town/Region	
Authorised representative	
Telephone/WhatsApp	
Email address	
Billing contact	
Primary support contact	

2. SUBSCRIPTION DETAILS

Commercial item	Agreed details
Plan name	
Subscription fee	FCFA
Billing cycle	☐ Monthly ☐ Quarterly ☐ Bi-annual ☐ Annual ☐ Other: _____
Activation/start date	
Expiry/renewal date	
Maximum Users	

Commercial item	Agreed details
Maximum Products/SKUs	
Maximum Warehouses	
Maximum Branches	
Cloud backup included	☐ Yes ☐ No
Remote owner/admin access	☐ Yes ☐ No
Admin mobile application	☐ Yes ☐ No
WhatsApp reports	☐ Yes ☐ No
Other included features	

3. DEVICE AND PAYMENT DETAILS

Item	Details
Arrangement	☐ No Device ☐ Purchase ☐ Installment Purchase ☐ Trial ☐ Rental/Other
Device model	
Serial number	
Device purchase/replacement value	FCFA
Accessories included	
Total Device price	FCFA
Initial deposit	FCFA
Outstanding balance	FCFA
Number of installments	
Installment amount(s)	
Installment due dates	
Final payment date	
Warranty start date	
Warranty expiry date	

4. SETUP, PRODUCT ENTRY AND TRAINING

Service	Included / Agreed terms
Excel Product import template	☐ Included ☐ Not applicable

Service	Included / Agreed terms
Manual Product entry by Provider	☐ Not included ☐ Included up to _____ Products ☐ Quoted separately
Data migration/cleaning	Determined and agreed at the time of need
Complimentary training	One session, maximum four hours
Training location/method	☐ Remote ☐ Customer premises ☐ Provider premises ☐ Other
Scheduled training date and time	
Expected participants	For planning only; no fixed maximum
Additional training rate	Determined and agreed at the time of need
Onsite service rate	Determined and agreed at the time of need, excluding transport and travel expenses

5. SPECIAL TERMS OR APPROVED VARIATIONS

Annex 1 acceptance: The Parties confirm that the above details accurately state the selected Plan, fees, limits, Device arrangement and agreed exceptions.

For the Provider

Name: _____

Title/Capacity: _____

Signature: _____

Date: _____

Official stamp (if applicable):

For the Customer

Name: _____

Title/Capacity: _____

Signature: _____

Date: _____

Official stamp (if applicable):

ANNEX 2 - TRAINING ATTENDANCE AND ACCEPTANCE

Training information	Details
Customer/business name	
Account/Branch	
Training date	
Start time	
End time	
Training method/location	
TCPoS trainer(s)	
Customer representative	

1. TOPICS COVERED

- ☐ Login, User roles and credential security
- ☐ Product creation, Excel import and Product variations
- ☐ Stock quantities, opening stock and adjustments
- ☐ Making sales and selecting payment methods
- ☐ Receipts and printing
- ☐ Customers, debtors and debt payments
- ☐ Expenses and cash records
- ☐ Warehouses, Branches and stock transfers
- ☐ Reports, WhatsApp reports and admin mobile access
- ☐ Offline use, synchronisation and backup precautions
- ☐ Support channels and Bug reporting
- ☐ Device care, charging and warranty exclusions

2. ATTENDEES

There is no fixed maximum number of attendees. Additional attendees may sign on an attached sheet where the table below is insufficient.

No.	Name	Role	Telephone	Signature
1				
2				
3				

No.	Name	Role	Telephone	Signature
4				
5				
6				

3. TRAINING CONFIRMATION

3.1 The Customer confirms that the above training was delivered for the stated period and that attendees had an opportunity to ask questions.

3.2 The Customer understands that this is the one complimentary training session included under the Agreement and that additional or replacement training may be charged.

3.3 Outstanding questions or follow-up actions:

TCPoS Trainer

Name:

Title/Capacity:

Signature:

Date:

Official stamp (if applicable):

Customer Representative

Name:

Title/Capacity:

Signature:

Date:

Official stamp (if applicable):

ANNEX 3 - DEVICE HANDOVER AND TRIAL FORM

Handover information	Details
Customer/business name	
Arrangement	☐ Trial ☐ Purchase ☐ Installment Purchase ☐ Repair Loan Device ☐ Other
Handover date and time	
Trial end/return date	
Device model	
Serial/IMEI number	
Device value	FCFA
Condition at handover	☐ New ☐ Excellent ☐ Good ☐ Used - details below
Accessories	☐ Charger ☐ Cable ☐ Scanner ☐ Paper roll(s) ☐ Other: _____
Visible marks/observations	

1. DEVICE TEST AT HANDOVER

- ☐ Device powers on
- ☐ Screen and touch function
- ☐ Printer functions
- ☐ Charging functions
- ☐ Application opens
- ☐ Scanner functions (if supplied)
- ☐ Accessories counted and functional

2. CUSTOMER CUSTODY ACKNOWLEDGEMENT

2.1 The Customer acknowledges receipt of the Device and accessories in the condition stated above and accepts responsibility for secure custody, proper use and the liabilities stated in the Agreement.

2.2 For a trial or Device still owned by the Provider, the Customer agrees to return it by the stated date or pay applicable repair or replacement charges.

TCPoS Representative

Name: _____
Signature: _____ Date: _____

Customer Representative

Name: _____
Signature: _____ Date: _____

ANNEX 4 - DEVICE RETURN AND INSPECTION FORM

Return/assessment item	Details
Customer/business name	
Device model	
Serial/IMEI number	
Original handover/trial date	
Reason for return	
Date received back	
Accessories returned	
Condition on return	
Technical assessment	☐ No damage ☐ Warranty issue ☐ Customer-caused damage ☐ Beyond economical repair
Estimated repair/replacement cost	FCFA
Transport/courier cost	FCFA
Other charges	FCFA
Customer comments	
Provider comments	

TCPoS Representative

Name: _____

Title/Capacity: _____

Signature: _____

Date: _____

Official stamp (if applicable):

Customer Representative

Name: _____

Title/Capacity: _____

Signature: _____

Date: _____

Official stamp (if applicable):