A division of VendTek Systems Inc.

POS MERCHANT AGREEMENT

FOR NOW PREPAY USE ONLY	
Channel Partner ID:	
Merchant ID:	
Location ID:	
Group ID:	
Date Added to Server:	
Limits: Daily $	Weekly $

Merchant Account/Billing Information:	Location Information:
Hereafter referred to as the "Merchant"	☐ Same as Billing Information
Business Name: (Same as void cheque)	Location Name:
Billing Address:	Location Address:
City:	City:
Province:	Province:
Postal Code:	Postal Code:
Billing Contact:	Store Contact:
Phone: ext.	Phone: ext.
Fax:	Fax:
Mobile:	Mobile:
Email:	Email:
PST Number:	GST Number:

Existing Merchant: ☐ No ☐ Yes; Merchant ID:	Billing Delivery: ☐ Email ☐ Fax
Existing Location: ☐ No ☐ Yes; Location ID:	

Distributor:	Terminal Type: ☐ Rental ☐ Purchase
Sales Person:	☐ PC ☐ ISO Hardware
Referred By:	Terminal/PC SN:
Communication: ☐ Dial Up ☐ High Speed: ☐ Cable ☐ DSL	Static IP? ☐ No ☐ Yes:
Shipping Details:	
Install Date: Install Details:	
Additional Notes:	

By submitting this completed Merchant Agreement, ("Agreement") the Merchant hereby grants permission to VendTek Systems Inc. ("The Company") to acquire a credit report and contact credit references from time to time, including the Merchant's bank. The Company and the Merchant agree to the clauses on the overleaf, on the Direct Payment Service Enrollment Authorization Form and on Schedule A attached. By accepting and processing the information provided on this Merchant Form, no binding agreement is made between The Company and the perspective Merchant. The Company reserves all rights, in its sole discretion, to approve or deny any person or entity from becoming a Now Prepay Merchant. By signing this Merchant Agreement you hereby agree to the terms and conditions of the *e-Fresh Client Software End User License Agreement* as posted at www.nowprepay.com/eula.pdf.

Name: (Please Print) _____ Signature _____ Date (mm/dd/yyyy) _____

Toronto Office: 365 Evans Avenue, Suite 305, Toronto, ON M8Z 1K2 **Head Office:** #507-1952 Kingsway Ave, Port Coquitlam, BC, V3C 1S5
Phone: 1-800-253-2111; **Fax:** 1-888-713-7351; **Email:** info@nowprepay.com; **Web:** www.nowprepay.com

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Term and Termination

The term of this Agreement shall commence as of the date of the Agreement and shall remain in effect for an Initial Term of two (2) years. This Agreement shall thereafter automatically renew for successive one year periods under the same terms and conditions provided for hereunder unless the Merchant notifies The Company in writing at least 90 days before the end of the Initial Term, or any renewal term of the Merchant's intent to terminate. The Company may terminate this Agreement immediately or suspend performance here under upon the occurrence of an event of default or in the event any PAD debit "bounces" due to insufficient funds or Merchant intervention or in the event The Company determines it is necessary in order to protect The Company's business or good name. Upon termination, Merchant shall cease selling the products and return to The Company all equipment and supplies, return all Point of Presence Materials, and pay all sums due under this Agreement. If Merchant fails to do so in a timely fashion, The Company shall be entitled to enter the premises of the Merchant and repossess the Terminal. If the merchant has leased the terminal from a third-party lessor, the merchant must honor the terms and conditions of the lease. Upon compliance by Merchant with its termination obligations here under, The Company shall return to Merchant any security deposit less any deductions there from or loss or damaged Equipment or payments due.

Obligations of The Company

During the currency of this Agreement, The Company shall:
(a) give to the Merchant such assistance as is required by the Merchant;
(b) provide timely delivery of products and services;
(c) provide business hours (Monday to Friday: 9AM to 5PM EST excluding National Holidays) support to the Merchant;
(d) provide settlement of payments and associated reporting.

Obligations of the Merchant

During the currency of this Agreement, the Merchant shall:
(a) use its best efforts to advertise and promote the products;
(b) use the forms provided by The Company from time to time to market and sell the products;
(c) refrain from damaging, altering, modifying, repairing or servicing the Terminal without the previous written consent of The Company;
(d) remain fully responsible for the repair or replacement costs associated with damage to the Terminal that is due to (but not limited to) neglect or misuse.
(e) refrain from selling, distributing or promoting products that are in direct competition with The Company products.
(f) be responsible for any and all taxes, deductions and remittances it is required to make under Canadian law in connection with the sale of products. Merchant agrees to save harmless and indemnify The Company from and against all claims, charges, taxes, penalties or demands which may be made by any government authorities with respect to Merchant's compliance or lack thereof with Canadian law.

Product Payment

Merchant hereby authorizes The Company or its authorized third party to originate a Pre Authorized Debit ("PAD") debit to Merchant's account, as provided by the Merchant for all obligations of Merchant under this Agreement. In the event that The Company incurs any charges due to the failure of a PAD debit to properly process or in the event that Merchant does not have sufficient funds in its account to permit the PAD debit to go through, Merchant shall immediately, upon demand, reimburse The Company for all such charges and expenses incurred together with a $35.00 administrative fee. Notwithstanding the foregoing, the failure of a PAD debit to properly post to Merchant's account shall entitle The Company to immediately suspend service or terminate this Agreement. If there is any discrepancy between the POS terminal transaction reports and the transaction reports generated by the Server, the Server reports shall be considered correct and accurate.

Product Offering

The Company reserves the right from time to time to (i) discontinue or to limit its production or deliveries of any products; (ii) alter the design or the construction of any products; (iii) add new and additional products and (iv) to replace its hardware, software and service providers with alternative products and services, provided however that The Company shall not so significantly exercise such right in connection with the products and/or services so as to negatively impact the ability of the Merchant to sell the products.

Representation, Warranties and Covenants

The Parties represent and warrant to each other as follows:
(a) each party has the power to and is authorized to enter into this Agreement;
(b) that nothing in this Agreement shall be construed as authority by The Company for the Merchant to act as an agent of The Company except for the sales and promotion of the product as provided herein and the Merchant hereby expressly undertakes and agrees that it will not incur any debt or obligation on behalf of The Company;
(c) neither party will enter into another Agreement the carrying out of which would interfere with this Agreement;
(d) each party shall maintain confidential and secure all material and information that is the property of the other Party.

Indemnity

The Merchant will indemnify, defend and save harmless The Company, its officers, directors, agents, servants and sub-licensees against any claims, losses or damages resulting from the Merchant's breach of any representations, warrants or covenants contained in this Agreement.

Limitation of Liability

In no event shall The Company be liable to the Merchant or to any other person or entity for any claims, actions, loss or damage including, without limitation, loss of revenue or profit or savings, lost or damaged data, or other commercial or economic loss or any indirect or incidental, special or consequential damages whatsoever even if The Company has been advised of the possibility of such damages. Notwithstanding anything else in this Agreement, The Company's maximum aggregate liability for any cause whatsoever related to this Agreement shall not exceed the aggregate amount of the Commissions earned by the Merchant in the twelve (12) months prior to the claim.

This Agreement shall be made and construed in accordance with the laws of the Province of British Columbia and the courts of that province shall have exclusive jurisdiction to entertain any action or settle any dispute arising from this Agreement.

Assignment and Notification

The Merchant shall not be permitted to assign its rights in this Agreement to any other person or party without the prior written consent of The Company having been obtained. No modification or amendment to this Agreement shall be valid or effective unless set forth in writing. Notices and payments to parties shall be sent, subject only to change by written notification, to the addresses indicated on this Agreement.

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