

Merchant Application

Control Number

Business Information

Merchant's DBA Name/Outlet Name:		Merchant's Legal Name:	
Physical Street Address (No P.O. Box):		Legal Address: (if different from Business Address)	
City, Province, Postal Code:		City, Province, Postal Code:	
DBA Phone:	Fax:	Corp. Phone:	Fax:
Ext.		Ext.	
Contact Name at this Address:	Email:	Contact Name at this Address:	Email:
Customer Service Phone # (Required for MOTO and Internet merchants only):		Website Address (Required for Internet merchants):	
Ext.			
Merchant Number:		Merchant Bank Account Transit and Account Number:	
		FID TR AC	

Merchant Profile

Type of Ownership:

☐ Sole Proprietor ☐ Corporation

☐ Partnership ☐ Limited (LTD) ☐ Government

☐ Non-Profit ☐ Other:

Type of Goods or Services Sold: MCC/SIC Code:

Current ownership start date: mm/dd/yyyy GST Number: | | | | | | | | RT | | | |

Do you currently accept MasterCard? ☐ YES ☐ NO

Do you process future delivery of products and/or services? ☐ YES ☐ NO

Custom work sold on terms of future delivery: % of sales / Day(s) delay on delivery:

Delivery time of future delivery: 0-5 days: %, 6-14 days %, 15-30 days %, >30 days %, Days of future delivery greater than 30?

Do you maintain the inventory of products (NOT drop shipped from another supplier)? ☐ YES ☐ NO

Daily Discount Merchant: Check box only if YES. ☐ Merchant initials only if YES. X

Ticket Price: Average: High:

Batch Delay: Check box only if YES. ☐ Merchant initials only if YES. X

Annual VISA Card Sales Volume:

Annual MasterCard Card Sales Volume:

Annual VISA Debit Card Sales Volume:

Annual Interac Debit Card Sales Volume:

Services For Which You Subscribe

You hereby subscribe for the following services provided to you under the Terms & Conditions of Merchant Agreement:

<input checked="" type="checkbox"/> Credit Transactions – Visa	<input type="checkbox"/> Pay@Pump (Credit and Debit)	<input type="checkbox"/> E-commerce/Internet Services (Credit)
<input checked="" type="checkbox"/> Point of Sale Electronic Debit Transactions – Visa	<input checked="" type="checkbox"/> Telephone/Mail Order Services (Credit)	<input type="checkbox"/> E-commerce/Internet Services (Visa Debit)
<input checked="" type="checkbox"/> Credit Transactions – MasterCard	<input checked="" type="checkbox"/> Telephone/Mail Order Services (Visa Debit)	<input type="checkbox"/> E-commerce/Internet Services (MasterCard Debit)
<input checked="" type="checkbox"/> UP (UnionPay) Card Transactions (Credit and Debit)	<input checked="" type="checkbox"/> Push Funds (Credit and Debit)* (See below)	<input checked="" type="checkbox"/> Tele-Deposit (Credit)
<input checked="" type="checkbox"/> Interac Direct Payment Debit Transactions		

Push Funds Transactions. If you have checked the box marked "Push Funds," you authorize and direct Global and Member to credit and debit your account at the following financial institution in accordance with the provisions set forth in the Terms & Conditions of Merchant Agreement, in the section of this Merchant Application regarding Pre-Authorized Debits and in the Card Acceptance Guide.

*Push Funds Service Authorization and Direction

The merchant named below hereby authorizes and directs the Financial Institution named below, on receipt of request from Global Payments Direct, Inc. ("Global") or a member under the Merchant Agreement ("Member"), to debit the Account described below at any time and from time to time for any amounts specified by Global or Member and said to represent any adjustments, items charged back, and credit vouchers and any fees or charges the merchant may owe Global or Member. The Financial Institution is not required to verify that any debit it receives from Global or Member is in accordance with this authorization.

Name of Financial Institution:	Branch Transit #:
Name of Merchant:	Merchant's Account # with Financial Institution: ATTACH "VOID" CHEQUE
Signature(s) of Authorized Signing Officer(s): X	Date: mm/dd/yyyy Print Name(s) of Authorized Signing Officer(s):

For questions regarding Card Services, contact:

Total Merchant Services Attention: Customer Care, c/o 21650 Oxnard Street, Suite 1200, Woodland Hills, California 91367 USA, or call 1.855.839.7280. Note: Billing disputes must be forwarded, in writing, to Customer Care within 60 days of the date on the statement.

Merchant Initials

37896.032613
(37413.1A)

Pre-Authorized Debits (PADS)

A Pre-Authorized Debit (PAD) is a withdrawal that you authorize Global to make from your account at a financial institution. The requirements for PADs are set forth in Rule H1 of the Canadian Payments Association (CPA). Pursuant to CPA Rule H1, your signature below is your acknowledgement of the following:

Global's fees for the services provided to you under the attached Merchant Agreement, incorporated hereby, will be debited from your merchant bank account on a monthly basis, unless otherwise indicated on the Credit/Debit Card Services and Fee Schedule of the Merchant Agreement. Chargebacks and adjustments will be debited on a daily basis. Debited amounts will vary and will be reported to you in the monthly merchant statement provided to you by Global. You agree that any withdrawals by Member or Global under the Merchant Agreement from your merchant bank account, as designated by you in writing, and/or from other accounts as permitted under the Merchant Agreement are pre-authorized debits (PADs) for business purposes, as defined under CPA Rule H1, and **you waive the right to receive advance notice from Member and/or from Global of such debits.** You have certain recourse rights if any debit does not comply with this PAD agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.

Your authorization for PADs is to remain in effect while the Merchant Agreement remains in effect unless Global receives written notice from you of its change or termination. You may change the bank account you have designated for PADs by providing Global with 30 days' prior written notice. Pursuant to CPA rules, you have the right to revoke your authorization for PADs by providing Global with 30 days' prior written notice. To obtain a sample cancellation form, or for more information on your right to cancel a PAD agreement, you may contact your financial institution or visit www.cdnpay.ca. Upon receiving your cancellation notice, Global shall use best efforts to cancel the PAD in the next business, billing or processing cycle. Notwithstanding the foregoing, the Merchant Agreement is contingent upon your authorization for PADs, and if you revoke your authorization for PADs, it will be deemed to be a breach of the Merchant Agreement and grounds for Global's termination of the Merchant Agreement with immediate effectiveness.

Authorized Signature		For questions regarding PADs: Total Merchant Services Attention: Customer Care c/o 21650 Oxnard Street, Suite 1200 Woodland Hills, California 91367 USA Tel: 1.855.839.7280
Name	Title	
Date mm/dd/yyyy		

Cardholder Data Storage — Compliance Statement

PCI DSS and Card Networks rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system pass, transmit, store or receive full cardholder's data, then the POS software must be PA DSS (Payment Application Data Security Standards) validated and you (merchant) must validate PCI DSS compliance. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

	Initial applicable answer
The signing merchant listed below has experienced an account data compromise.	YES _____ NO _____ N/A _____ (I have never accepted payment cards.)
The signing merchant listed below is storing Sensitive Authentication Data (even if encrypted) after the transaction has been authorized.	YES _____ NO _____ N/A _____ (I have never accepted payment cards.)

*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Certificate may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Term of Merchant Agreement	Initial Term year(s)	Renewal terms year(s)
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Your Merchant Agreement is between Global Payments Direct, Inc. ("Global"), the Merchant named above, and the Member(s) named below, depending upon the services you have selected (collectively or individually, "Member"). A copy of the Terms & Conditions of Merchant Agreement, revision number 37896.032613(37413.1A) has been provided to you. Please sign below to signify that you have received a copy of the Terms & Conditions of Merchant Agreement and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Terms & Conditions, as may be modified or amended in the future. If you disagree with any of the Terms & Conditions of Merchant Agreement, do not accept services.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE TERMS & CONDITIONS OF MERCHANT AGREEMENT.

Signing for Merchant		Signing for Global Payments Direct, Inc.	
Print Name	Title or Capacity	Print Name	Title or Capacity
Signature	Date mm/dd/yyyy	Signature	Date mm/dd/yyyy
Signing for NBC, with respect to MasterCard transactions			
National Bank of Canada	Title or Capacity		
Signature	Date mm/dd/yyyy		
Signed by Global Canada under power of attorney granted by NBC			

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Merchant Legal Name:

Credit/Debit Card Services and Fee Schedule*

Plan Type	New	Existing	Existing Merch. No.	Discount Rate	Per Item	Additional Auth. Fees
<input type="checkbox"/> VISA (V)*						
<input checked="" type="checkbox"/> VISA Credit	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> VISA Debit	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> VISA Corporate Card	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> VISA Switch Transaction Fee	<input type="checkbox"/>	<input type="checkbox"/>		N/A%	\$ 0.50	\$
<input checked="" type="checkbox"/> VISA Assessment Fee	<input type="checkbox"/>	<input type="checkbox"/>		.10%	\$	\$
<input checked="" type="checkbox"/> VISA Cross Border CDN Assessment Fee	<input type="checkbox"/>	<input type="checkbox"/>		0.80%	\$	\$
<input checked="" type="checkbox"/> VISA Cross Border INTL Assessment Fee	<input type="checkbox"/>	<input type="checkbox"/>		1.00%	\$	\$
<input type="checkbox"/> MasterCard (MC)*						
<input checked="" type="checkbox"/> MC Credit	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> MC Corporate Card	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> MC Switch Transaction Fee	<input type="checkbox"/>	<input type="checkbox"/>		N/A%	\$ 0.50	\$
<input checked="" type="checkbox"/> MC Assessment Fee	<input type="checkbox"/>	<input type="checkbox"/>		.10%	\$	\$
<input checked="" type="checkbox"/> MC Cross Border CDN Assessment Fee	<input type="checkbox"/>	<input type="checkbox"/>		0.80%	\$ 0.175	\$
<input checked="" type="checkbox"/> MC Cross Border INTL Assessment Fee	<input type="checkbox"/>	<input type="checkbox"/>		1.00%	\$ 0.175	\$
<input type="checkbox"/> UP Card (UnionPay)	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> Interac Direct Payment (Debit)	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input checked="" type="checkbox"/> IDP Network Fee	<input type="checkbox"/>	<input type="checkbox"/>		%	\$ 0.004	\$
<input type="checkbox"/> Interac Debit Surcharge**	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> American Express	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> JCB	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> Discover	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> Private Label Cards	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> Credit Card Other	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> Tele-Deposit Transaction Fee	<input type="checkbox"/>	<input type="checkbox"/>		%	\$ 0.30	\$
<input type="checkbox"/> Global Transport VT Transaction Fee	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> Global Transport eSDK Transaction Fee	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> Dial Authorization Fee	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> IP Transaction Fee	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$
<input type="checkbox"/> Transaction Fee Other	<input type="checkbox"/>	<input type="checkbox"/>		%	\$	\$

The discount rates, per item, authorization and other fees noted above are based upon Merchant's complying with all processing requirements, as established by the applicable governing authority, of the payment type which qualifies the merchant for the most favourable interchange rates available for such payment types. Transactions that do not qualify for the most favourable interchange rates will be subject to the Interchange Downgrades indicated below, in addition to the rate quoted. See the Merchant Agreement section entitled "Interchange Downgrades & Cross-border Fees" for more information.

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***Interchange Downgrade Fees**

[For Global use only]		VDBT CDN STD	%	VINF CDN EMV	%
Merchant Table		VDBT CDN REC	%	VINF CDN ELC NON-EMV	%
#		VDBT CDN EMER	%	VINF CDN STD	%
		VISA CDN ELC NON-EMV	%	VINF CDN REC	%
		VISA CDN STD	%	VIPP CDN ELC NON-EMV	%
		VISA FGN	%	VIPP CDN STD	%
#		VISA FGN STD	%	VIBS CDN ELC EMV	%
		VISA FGN PREM	%	VIBS CDN ELC NON-EMV	%
		VISA FGN SPR PREM	%		
VIBS CDN EMER	%	MC FGN STD	%	MCBS CDN	%
VIBS CDN REC	%	MC FGN PREM ELC	%	MCBS FGN	%
VIBS FGN	%	MC FGN SPR PREM ELC	%	MCBS FGN STD	%
VIBS CDN STD	%	MC FGN PREM STD	%	MBWE CDN ELC	%
VISP	%	MC FGN SPR PREM STD	%	MBWE CDN STD	%
MC CDN STD	%	MCEC CDN ELC	%	MCHV CDN ELC	%
MC FGN	%	MCEC CDN STD	%	MCHV CDN STD	%

****Note:** Imposition of a Debit surcharge is subject to Global's prior written consent.

Other Fees:					
\$	Non-Refundable Application Fee (one-time fee)	\$	Push Funds (monthly per account)	\$35.00	Non-Sufficient Funds (per occurrence)
\$	Data Security Fee (quarterly)	\$	Dial Authorization	\$	Set Up Fee (one-time fee)
\$20.00	Administration Fee (monthly)	\$	Now Prepay (monthly)	\$	Sign Up Fee Manual (one-time fee)
\$5.00	Statement Fee (monthly)	\$.	Debit @dvantage (monthly)	\$	Sign Up Fee Electronic (one-time fee)
\$	Virtual Site Survey Fee	\$	Manual Fee (monthly)	\$	Sign Up Fee MOPO (one-time fee)
\$	Training Fee – On-Site (one-time fee)	\$	Global Transport Access Fee (monthly)	\$	Sign Up Fee Seasonal (one-time fee)
\$	Install Fee	\$	Global Transport Set Up Fee (one-time fee)	\$	Sign Up Fee Other (one-time fee)
\$	Multi Lane Install Fee	\$0.00	Global Access @dvantage (monthly)	\$	Shipping Fee Seasonal (per occurrence)
\$	Customer Care Fee (monthly)	\$0.00	Global Access @dvantage Set Up Fee	\$0.00	Activation Fee (per occurrence)
\$0.15	Settlement Fee	\$0.00	Batch Error Fee (per occurrence)	\$	eStatement Fee
\$20.00	Minimum MDR Monthly Fee	\$30.00	Chargeback Fee (per occurrence)	\$	Combo Fee
\$0.00	Minimum Monthly Debit	\$30.00	Chargeback Fee MOPO (per occurrence)	\$	Other: Data Services
\$	Settlement and Access Fee	\$20.00	Retrieval Fee (per occurrence)	\$	Other: TMS Program
\$	Annual Fee Other	\$	Application Fee (one-time fee)	\$	
\$N/A	Merchants EDGE	\$		\$	
\$		\$		\$	
\$		\$		\$	

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Personal Guarantee

To induce Global Direct to enter into this Merchant Agreement with Merchant and Member(s) (the "Merchant Agreement"), the undersigned (if more than one, each of them, jointly and severally, or, for purposes of the Province of Quebec, solidarily) hereby personally, irrevocably and unconditionally guarantees to Global Direct, Member(s) and their successors and assigns, the full, prompt, and complete payment and performance of all obligations of the Merchant to Global Direct, Member(s) and their successors and assigns, whether arising before or after termination of the Merchant Agreement. This guarantee shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Merchant Agreement made by or agreed to by Global Direct, Member(s) and/or Merchant. I/We waive all benefits of division and discussion and the right to be subrogated in the rights of any of Global Direct and Member(s) (and their successors and assigns) until each of Global Direct and Member(s) (and their successors and assigns) have received payment in full of all obligations of the Merchant to each of them.

I/We hereby waive any notice of acceptance of this Personal Guarantee, notice of nonpayment or nonperformance of any provision of the Merchant Agreement by Merchant, and all other notices or demands regarding the Merchant Agreement. I/We agree to promptly provide to Global Direct and/or Member(s) any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We have been given full opportunity to seek legal counsel, and have read, understand, and agree to be bound by the Terms & Conditions of Merchant Agreement and this Personal Guarantee.

Je/Nous reconnais/reconnaissons et convenons que'il est de ma/notre volonté expresse que ce Cautionnement et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise seulement.

Signature of Guarantor (please sign below) X [SEAL] , an individual.	Name of Guarantor (printed):
Signature of Witness (please sign below) X [SEAL] , an individual.	Name of Witness (printed):

Owner/Officer Information (Please complete for every person who ultimately owns or controls the operation or on whose behalf the transactions authorized under this agreement will be conducted.)

Name:	Address:
Title:	City, Province, Postal Code:
	Years there: Own/Rent?:
Phone Number:	Date of Birth:
Former Address (if less than 1 year at current address):	City, Province, Postal Code:
	Years there: Own/Rent?:
Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); an official of a political party; an executive of a government –owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? Yes ___ No ___ If "yes," please attach details.	

Credit Information – Owner/Officer Consent

WHEREAS, ("Merchant") is a merchant that has entered into, or desires to enter into, a Merchant Agreement with Global Payments Direct, Inc. ("Global") and with one or more entities that are members of the applicable card association (each a "Member"); and

WHEREAS, in order to confirm the financial soundness of its merchant customers, Global and Member require certain business and financial information pertaining to Merchant and to Merchant's owners, principals, partners, proprietors, affiliates, and such other persons and entities having a material relationship to Merchant (each of the foregoing a "Principal" of Merchant); and

WHEREAS, the person or entity identified below has been identified by Merchant as a Principal;

NOW, THEREFORE, in consideration of the foregoing recitals, the undersigned Principal hereby agrees as follows:

- Principal agrees to provide Global with such financial statements and information concerning Principal as Global may request from time to time, and furthermore agrees that Global may obtain from any source whatever commercial and credit information about Principal that Global deems appropriate.
- Principal authorizes Member or any other depository institution to release to Global any financial information concerning Principal. Principal acknowledges and agrees that subsequent commercial and credit information may be ordered in connection with updating, reviewing or continuing Merchant's Merchant Agreement.
- Global and/or the Member may exchange information about Principal with other financial institutions, credit card associations and network organizations, and any other persons for the purpose of providing Merchant with the services contemplated under the Merchant Agreement.
- If Principal is the subject of a consumer credit report in connection with the Merchant Agreement, Principal shall have the right to obtain from Global the name and address of the consumer credit reporting agency furnishing the report, if any, upon Principal's written request.

AGREED AND CONSENTED TO BY PRINCIPAL:

Home Address:		
Home Telephone Number:		
Signature: X	Date: mm/dd/yyyy	Printed Name:
		Date of Birth: mm/dd/yyyy

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TERMS & CONDITIONS OF MERCHANT AGREEMENT

1. GENERAL. The Merchant Agreement (the "Agreement") includes these Terms & Conditions of Merchant Agreement ("Terms & Conditions"), the Merchant Application and the Card Acceptance Guide, which is incorporated into and made a part of the Agreement. References in this Agreement to payment networks shall mean, as applicable to the services selected by Merchant, Visa Inc., MasterCard Worldwide, Interac Association, China UnionPay Co., Ltd. ("UnionPay®") or any other similar payment card scheme, association or organization. Global Payments Direct, Inc. ("Global") is a merchant acquirer customer of VISA Canada and VISA Inc. ("VISA®"); National Bank of Canada ("NBC") is a financial institution client of MasterCard Worldwide ("MasterCard®"). In addition, Global is a registered independent sales organization of VISA and a member service provider of MasterCard. The Agreement is between Global, the merchant identified in the Merchant Application ("Merchant"), and NBC (only if Merchant is receiving MasterCard processing services hereunder). NBC is a party to the Agreement for the sole purpose of complying with the rules and regulations of MasterCard. References to "Member" in the Agreement shall refer to Global with respect to its role as a merchant acquirer customer of VISA and to NBC for MasterCard processing services only. NBC shall have no liability to Merchant with respect to matters relating to or arising out of any services provided hereunder except MasterCard processing services. Global is the party responsible hereunder for *Interac®* Direct Payment services and UnionPay (UP) card services and, as such, will maintain appropriate connectivity to provide *Interac* debit service and UnionPay UP card transactions.

Under the terms of the Agreement, Merchant will be furnished with the services described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "Services"). During the term of the Agreement, Global will be the sole and exclusive provider of all payment card processing services to Merchant. Any Merchant accepted by Global for card processing services agrees to be bound by the Agreement, as it may be modified or amended in the future. A MERCHANT'S SUBMISSION OF A TRANSACTION TO GLOBAL SHALL BE DEEMED TO SIGNIFY MERCHANT'S ACCEPTANCE OF THE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

2. SERVICE DESCRIPTIONS. The credit card processing services provided hereunder to Merchant consist of authorization and electronic draft capture of such payment transactions, outclearing of such transactions to the appropriate payment network and/or issuers (e.g., Visa, MasterCard, UP), funds settlement, dispute resolution with cardholders' banks and transaction-related reporting and statements. Debit card processing services hereunder consist of the transmission of such debit card payment transactions to the appropriate debit card payment network for authorization and approval (e.g., to Interac Association, Visa, UP), funds settlement, and transaction-related reporting and statements. From time to time under this Agreement, upon Merchant's request, Global may facilitate the transmission of certain payment card transactions ("Switched Transactions") to the respective card issuers, including but not limited to American Express®, gift cards, loyalty cards, and various fleet, private label and commercial cards. Switched Transactions require Global's prior written approval and are subject to applicable pricing; Global does not purchase the receivables associated with Switched Transactions, and neither Global nor Member has any liability regarding the availability or capabilities of their respective card issuers. On the Merchant Application being completed contemporaneously herewith, Merchant shall select the card types that Merchant elects to accept for payment by cardholders. With respect to Visa and MasterCard products, (a) merchants that accept credit card payments from a particular payment network are not obligated to accept debit cards issued by Canadian issuers belonging to such payment network, and (b) merchants that accept debit card payments from a particular payment network are not obligated to accept credit cards issued by Canadian issuers belonging to such payment network; Merchant shall so indicate its preference on the Merchant Application. After the effective date of this Agreement, in the event that Global notifies Merchant about new products and/or services that may be available to Merchant pursuant to this Agreement, Merchant's express consent is required in order to indicate Merchant's acceptance of such new products and/or services prior to submitting a transaction that engages such new product/service. Furthermore, Merchant is required to provide its express consent to Global prior to accepting any new type of card not previously accepted by Merchant and issued by a Canadian card issuer, even if Merchant's POS equipment has the capability of accepting such card. For greater certainty, Merchant is not permitted to use any such new product or service or accept from a cardholder any such new Canadian-issued card unless Merchant has previously given its express consent to Global indicating acceptance thereof.

3. PROCEDURES. Subject to the terms set forth in Section 26 regarding Push Funds, Merchant will maintain an approved merchant bank account with Member as its designated financial institution for its credit card and debit card receivables, subject to Member's usual charges and conditions. If Merchant has elected to accept credit cards, Merchant will permit holders of valid credit cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services, and the receivables resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of the Agreement. If Merchant has elected to accept debit cards, Merchant will permit holders of valid debit cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to pay for goods or services by debiting money directly from their accounts using a point of sale (POS) terminal with personal identification number ("PIN") verification. The procedures to be followed by Merchant for accepting credit and/or debit cards may be modified from time to time upon written notice. Merchant agrees to cooperate with Member in recovering payment cards that the Member requests Merchant to recover.

Merchant will not accept for imprinting with a card nor present for processing under this Agreement any payment card transaction that relates to merchandise sold or services performed (or alleged to have been sold or performed) by parties other than Merchant.

Merchant will not offer telephone, mail order or Internet services without Global's prior written consent. Furthermore, Merchant will not process transactions relating to goods or services that Merchant does not provide to the customer at the point of sale without Global's prior written consent.

Merchant is permitted to provide its customers a discount for different methods of payment (e.g., cash, debit card, credit card). Merchant is also permitted to provide differential discounts among different payment networks. All such discounts must be clearly marked at the point of sale where the transaction occurs.

If Merchant wishes to offer dynamic currency conversion (DCC) or any other currency conversion services to cardholders, Merchant must notify Global prior to offering DCC services; inform cardholders that DCC is optional; not impose any additional requirements on the cardholder to have the transaction processed in the local currency; not use any language or procedures that cause the cardholder to choose dynamic currency by default; not misrepresent, either explicitly or implicitly, that DCC is a service of the payment networks; comply with all transaction receipt requirements issued by Global and Member from time to time; and comply with any other requirements pertaining to dynamic currency conversion of which Merchant is notified by Global and/or Member.

Merchant agrees to follow the Card Acceptance Guide (located on the website www.globalpaymentsinc.com/canada) and to be bound by the operating regulations and rules of VISA, MasterCard, Interac Association ("Interac"), UnionPay and any other payment network covered by the Agreement, as any of the above-referenced documents may be modified and amended from time to time. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by all applicable rules and regulations of the payment networks related to cardholder and transaction information security including, without limitation, the Payment Card industry (PCI) Data Security Standard, as it may be modified and amended from time to time.

(available at the PCI Security Standards Council web site www.pcisecuritystandards.org). Merchant will indemnify and hold Global and Member harmless from any fines and penalties issued by Visa, MasterCard, Interac, UP or any payment network, and any other fees, costs and related losses arising out of or relating to the processing of transactions by Global and Member at Merchant's location(s) and the failure of Merchant to comply with the foregoing sentence. The payment networks' operating regulations and rules may be reviewed upon appointment at Global's designated premises, and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Agreement. Global may, from time to time, issue written directions (via mail, e-mail or posting to Global's Internet site) regarding procedures to follow and forms to use to carry out the Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Terms & Conditions.

4. OIL AND GAS MERCHANTS. If Merchant is an oil and gas merchant using point-of-sale payment processing equipment identified as automated fuel dispenser devices ("AFDs"), Merchant acknowledges that Interac established a certification program for AFDs requiring that only chip-enabled certified AFDs complying with Interac's testing standards be deployed after June 30, 2005 and that AFDs then-currently available did not meet the security standards required for certification under Interac's program. Interac permitted the deployment of non-certified AFDs between June 30, 2005 and December 31, 2010, subject to the following conditions:

After December 31, 2010, any newly installed AFD equipment must be fully compliant and chip-enabled in accordance with Interac's testing standards. AFDs not covered by the preceding sentence must meet the following deadlines for being fully compliant and chip-enabled in accordance with Interac's testing standards: (i) 25% of AFDs by December 31, 2012; (ii) 50% of AFDs by December 31, 2013; (iii) 75% of AFDs by December 31, 2014; and (iv) 100% of AFDs by December 31, 2015. Non-compliance with the timelines in this section is subject to sanctions.

The Interac Association and its members must be fully indemnified for any and all losses confirmed to have been caused by an AFD's failure to meet Interac's security standards required for certification if such AFD was deployed after June 30, 2005. Accordingly, in consideration for Global's processing of debit transactions originating from such non-certified AFDs and the associated risk of loss, Merchant assumes such risk and acknowledges Global's right to recover from Merchant all penalties and sanctions arising from Merchant's failure to comply with the timelines set forth above in this section, and all losses caused by an AFD's failure to meet Interac's security standards required for certification if such AFD was deployed after June 30, 2005. The foregoing remedies are in addition to any and all other rights and remedies available to Global under this Agreement.

5. DATA SECURITY. Merchant is responsible for the security of all equipment utilized by Merchant and is liable for any unauthorized use of such equipment, regardless of whether such unauthorized use was made by Merchant, Merchant's employees, agents, customers or other third parties. Interac mandates that all merchants must convert their non-AFD point of sale equipment connected to the *Interac* Direct Payment network to be chip-enabled in accordance with the following schedule: (i) 35% by December 31, 2010, (ii) 60% by December 31, 2012, and (iii) 100% by December 31, 2015. Non-compliance with the foregoing timeline is subject to sanctions.

Merchant is responsible for reviewing the user documentation for all equipment and knowing the equipment's capabilities, including but not limited to the "returns" function. Upon receipt of point of sale equipment, Merchant must immediately replace any pre-programmed or default password with a personal and confidential password of Merchant's choosing and subsequently change the password on a regular basis. Any losses incurred in connection with misuse of Merchant's password will remain Merchant's responsibility. Global assumes that all debit transactions initiated at a point of sale station were authorized by Merchant. Merchant will ensure that all point of sale stations are monitored during business hours to prevent unauthorized use or device tampering and closed/turned off and unavailable for use after business hours. Merchant agrees to advise Global immediately if any point of sale terminal or PIN pad has been lost or stolen or if there is a suspicion that any point of sale station or PIN pad may have been tampered with. Merchant agrees to maintain accurate logs of employee shifts, keep such logs for a minimum of one (1) year and provide these logs to Global (with or without employee names) within 24 hours of a request to do so as part of an investigation of a payment card fraud incident.

Merchant is responsible for keeping confidential all information relating to Merchant's customers. Except as specifically required by law, Merchant may not use, disclose or remit to any third party the names or account numbers or other transaction information appearing on a card or contained on its magnetic stripe or chip (or recorded on any document or form evidencing such information) for purposes other than for the sole purpose of completing a credit or debit transaction, as applicable. Merchant agrees to store all tangible records of transaction information, including but not limited to sales drafts and transaction receipts, in a secure area limited to selected personnel, and, prior to discarding, to destroy the information in a manner rendering it unreadable. Merchant agrees that representatives of Global, Member, and/or the payment networks may inspect Merchant's premises, point of sale terminals, PIN pads and computers for the purpose of verifying that cardholder names, account numbers and other transaction information is securely stored and processed, and Merchant furthermore agrees to cooperate with them in any investigation of suspected or confirmed loss or theft of cardholder names, account numbers or other transaction information.

Merchant acknowledges and agrees that Global or its designated agents perform a due diligence review to determine that Merchant is able to comply with all applicable requirements for the debit services, including but not limited to security and technical standards specified by Global, Interac and/or additional debit networks. Merchant acknowledges that additional due diligence may be conducted by Global or its designated agents in the event of a change in control of Merchant's business. Global shall not be required to provide the debit services to Merchant if Global determines that to do so would pose a material risk to the security or integrity of the debit services.

Merchant agrees to comply with, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Agreement to comply with and be bound by, the rules and regulations of the payment networks related to cardholder and transaction information security including, without limitation, all rules and regulations imposed by the Payment Card industry (PCI) Security Standards Council, including the PCI Data Security Standard as it may be modified and amended from time to time (available at the PCI Security Standards Council web site www.pcisecuritystandards.org), VISA's Account Information Security Standards and MasterCard's Site Data Protection Program, as well as all other payment network requirements related to cardholder and transaction information security. VISA and MasterCard web sites provide merchants with detailed information, which may be modified from time to time, regarding compliance with data privacy and security obligations.

Merchant is also responsible for security measures to protect customers' PINs and Member's cryptographic keys loaded on Merchant's point of sale terminals. Merchant is responsible for installing all equipment in such a way that customers can enter their PINs in a confidential manner. Merchant agrees never to ask a cardholder for his or her PIN, nor to use any other means of capturing his or her PIN. Merchant agrees to follow security procedures as advised by Global and to ensure that Merchant's employees are familiar with them.

Merchant is solely responsible and bears all liability for any losses arising from its relationship with third parties that provide products and/or services related to payment processing or that facilitate Merchant's ability to accept credit or debit cards. Without limiting the foregoing, if Merchant makes arrangements with a third party for the purpose of collecting, processing or storing cardholder names, account numbers or other transaction information, including but not limited to third party processors, equipment providers and/or value added resellers (VARs), Merchant is responsible for ensuring such third party's compliance with payment network requirements related to cardholder and transaction information, confidentiality and security, including but not limited to the PCI Data Security Standard. Merchant must execute with such third party a written contract that includes obligations substantially similar to the ones in this Agreement relating to cardholder and transaction information confidentiality and security, PCI

compliance and the right to inspect the third party's premises, point of sale terminals, PIN pads, computers and any other applicable equipment to validate compliance.

Merchants and their third party service providers and data storage entities that use wireless LAN technology to connect networks or servers that process or store transactions, cardholder or account data must comply with all of the following requirements: (i) Wi-Fi protected access (WPA) technology must be implemented for encryption and authentication when the wireless LAN technology is WPA-capable, using the latest available version of the WPA security protocol. Use of a virtual private network (VPN) is also recommended. (ii) When the wireless LAN is not WPA-capable, a VPN must be implemented. (iii) Wireless Equivalent Privacy (WEP) must not be the sole method used to protect confidentiality and access to a wireless LAN.

6. MARKETING. Merchant shall prominently display the card issuer service marks and promotional materials supplied by Global. Merchant shall cease to use or display such service marks immediately upon notice from Global or upon termination of the Agreement.

Merchant acknowledges that it is familiar with the names, logos, symbols, trademarks and payment cards of VISA Inc., MasterCard Worldwide and Interac Association and any other payment network applicable to the Services selected by Merchant. Merchant agrees to submit to Global for its prior approval any advertising by Merchant that uses payment network names, logos, symbols, trademarks or any representation of them.

7. PAYMENT, CHARGES AND FEES. Fees and charges payable by Merchant are as set forth in the Merchant Application, which may be modified from time to time by mutual agreement of the parties or as otherwise set forth herein. Merchant will be paid for receivables purchased under the Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the receivables purchased less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any receivables that arise out of a transaction not processed in accordance with the terms of this Agreement or the rules and regulations of a payment network. Availability of any such funds shall be subject to the procedures of Merchant's financial institution. All deposit figures are subject to final review and, in case of any type of overpayment to Merchant or other inaccuracies, Merchant's account will be debited or credited without notice for any deficiencies or overages, as the case may be. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant will be charged a fee, called a discount rate, and/or a per-item charge on all transactions from Merchant's location(s). Quoted fees apply to transactions that clear as priced. Transactions that do not clear as priced will be subject to Interchange Downgrade Fees ("IDF") that will be billed back to the Merchant and reflected on the Merchant's monthly statement. See the section of this Agreement entitled "Interchange Downgrades & Cross-Border Fees" for more information. Merchant agrees to pay and Merchant's account(s) will be debited for (a) the discount, fees, chargebacks, and other fees and charges described in the Agreement; (b) all fees, fines, penalties, etc. charged or assessed by the payment networks on account of or related to Merchant's processing hereunder, including, without limitation, with regard to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Agreement; and (c) any charges related to deposit errors, including but not limited to batch error fees. All fees and charges for the Services are subject to change and may be amended by Global upon ninety (90) days' prior written notice. However, notwithstanding any provision to the contrary set forth herein, but without limiting Merchant's right to terminate for a price increase as described in Section 15 below, Global may increase any fees upon shorter notice if a payment network or a government entity increases the fees payable by Member and/or Global in connection with the processing of Merchant's transactions, and Global did not receive sufficient prior notice of such increase to reasonably permit Global to comply with the foregoing time frames; in such event, the amount of prior notice to Merchant shall be reasonable under the circumstances, and the increase shall become effective as to Merchant no later than such increase becomes effective as to Member and/or Global. Furthermore, Global has the right to modify Merchant's pricing at any time pursuant to a pre-determined fee schedule, provided that the applicable fee schedule for such modified pricing has been included as part of this Agreement; in the event of a pricing change pursuant to such pre-determined fee schedule, Merchant's right to terminate for a price increase as described in Section 15 of this Agreement does not apply.

Global shall have the option of imposing an administrative fee for each month in which Merchant does not process any transactions. Furthermore, cancellation fees as described in Section 15 below will be charged if Merchant terminates the Agreement, either expressly or as evidenced by Merchant's actions, and such termination does not comply with the terms set forth herein. Merchant is responsible for reviewing monthly billing statements, invoices and other billing-related information provided by Global. In the event of discrepancies or billing errors, Merchant must notify Global within 60 days of the date of the applicable statement, invoice or billing-related document; otherwise, Merchant is deemed to have accepted the fees and charges set out therein.

Merchant agrees that all amounts owed hereunder constitute a debt that is payable on demand and that Merchant's account(s) and/or other accounts maintained by you at Member or at any other financial institution may be debited by Member or Global for this debt without prior notice. Global's services are contingent upon the foregoing, and any attempt by Merchant to revoke this consent shall be considered a default by Merchant hereunder. Merchant agrees not to directly or indirectly prevent, block or otherwise preclude any debit by Global that is permitted under this Agreement. Merchant agrees that any withdrawals by Member or Global under the Agreement from Merchant's account(s) at Member or at any other financial institution are pre-authorized debits ("PADs") for business purposes, as defined under Rule H1 of the Canadian Payments Association Rules. **Merchant hereby waives the right to receive advance notice from Member and/or from Global of any and all debits by Member and/or by Global from any such account. Additional mandatory provisions pertaining to PADs are set forth in the Merchant Application, and such provisions are incorporated herein by reference.** If there are insufficient funds in Merchant's account, Merchant will immediately pay Global the amount owed upon demand. If any such debit results in an overdraft in the Merchant's account, Merchant will, on demand, pay the amount of such overdraft to Member or to such other applicable financial institution. Merchant represents, warrants and covenants that no one other than Merchant has any claim against such receivables except as authorized in writing by Member and Global. Merchant hereby assigns to Member and Global all of its right, title, and interest in and to all receivables submitted hereunder. Merchant agrees that, except with respect to receivables pertaining to transactions that are returned or charged back to the Merchant, Member and Global have the sole right to receive payment on any receivables purchased hereunder.

8. EQUIPMENT AND THIRD PARTY SERVICES. If Merchant uses point of sale equipment to process card transactions, Merchant agrees to maintain in working order an imprinter in case of a power outage or terminal failure. Pursuant to a separate written agreement, Merchant may rent or purchase equipment from Global Payments Canada GP ("Global Canada") for all credit card authorization, draft deposit, and debit card transactions. Merchant must notify Global if Merchant elects to use any other provider's equipment/terminals (called "third party equipment"). Note: Global Canada equipment that Merchant leases through a leasing company referred by Global Canada is not considered to be "third party equipment" for purposes of this paragraph. If Merchant uses any third party equipment, such third party becomes Merchant's agent for the delivery of transactions to Global via the applicable processing network. Merchant assumes full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable payment network, including any violation that results in a chargeback to Merchant. Merchant agrees to ensure that such third party equipment conforms to the PCI Data Security Standard and is installed in accordance with Global's standards, and Merchant agrees to comply with the other rules and regulations imposed by Global and by the applicable associations and networks from time to time in connection with such equipment. Merchant remains liable to Global and Member to process and submit sales drafts according to the Agreement. Global and Member are not liable for any losses arising out of the use of third party equipment.

Interac, VISA and MasterCard have mandated that all POS PIN Pad devices deployed by merchants after December 31, 2007 must be PCI-compliant and, in the case of Interac, such equipment must also be certified in accordance with Interac-specific technical specifications and testing requirements (TSTR). Merchant agrees to comply with the foregoing mandate.

Merchant acknowledges that after the date mandated by each respective payment network (the network's "Liability Shift Date"), liability arising from transactions made with fraudulent cards (counterfeit, lost and stolen, NRI (not received as issued), or other) will be the merchant's responsibility if such merchant has not converted its point of sale equipment to be chip-enabled. The Liability Shift Dates for the payment networks are as follows: Visa and MasterCard have implemented a domestic Liability Shift Date of March 31, 2011. Interac does not have a Liability Shift Date; however, Interac has mandated that all Interac debit acceptance devices be chip-compliant and chip-enabled as detailed in Sections 4 and 5 of this Agreement. American Express has announced a Liability Shift Date of October 31, 2012 in Canada.

Merchant is responsible for the layout costs of Merchant's place of business as well as the service charges for the installation and rental of the communication lines payable to the supplier of such services. In the event that Merchant requests Global to install the communication lines, Merchant agrees to pay the installation fees and service charges billed by Global in connection therewith.

Merchant acknowledges that some of the services to be provided by Global and Member hereunder may be provided by third parties. Merchant agrees that, except for its right to use such services in connection with this Agreement, Merchant acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing services under this Agreement and that Merchant is not a third party beneficiary of any agreement between such third party and Global or Member, as applicable. Merchant may not resell to any other entity the services of any third party providing services under this Agreement.

9. FINANCIAL INFORMATION. Merchant agrees that Global or Member may obtain whatever commercial and credit information it deems appropriate with respect to Merchant. Merchant agrees to furnish Global and Member such financial statements and information concerning Merchant, its owners, principals, partners, proprietors or its affiliates as Global may from time to time request. In the event that Global requests financial statements and information concerning Merchant's owners, principals, partners, proprietors and affiliates to meet Global's criteria for such risk management evaluation, it shall be Merchant's responsibility to provide such information to Global, as well as all necessary legal consents from such persons and entities in a form provided by Global. In the event that such information and/or consents are not provided, Global may elect, without liability or penalty, to cease or refuse to commence providing Services, and Merchant agrees that Global and/or Member may seek injunctive relief in connection therewith. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global. Merchant authorizes Global to order a credit report on Merchant or any owner, officer, shareholder, partner, proprietor or managing agent of Merchant, and Merchant agrees to obtain all necessary legal consents from such persons and entities in a form provided by Global. Subsequent credit reports may be ordered in connection with updating, renewing or continuing the Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global will provide the name and address of the consumer credit reporting agency furnishing such report, if any.

Global, Member or their duly authorized representatives may examine the books and records of Merchant, including records of all receivables previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales drafts and credit vouchers submitted to Global for a period of one year from submission, or for such longer period of time as may be required by the operating rules or regulations of the payment networks, by applicable law, or by Global as specifically requested in writing in individual cases.

10. CHANGE IN BUSINESS. Merchant agrees to provide Global sixty (60) days prior written notice of its intent to (a) transfer or sell a substantial portion (10% or more) of the Merchant's stock or assets; or (b) change the basic nature of its business or the way it is conducted; or (c) convert all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not physically present and swiped through Merchant's terminal, unless Merchant has indicated on the Merchant Application that Merchant accepts such transactions; or (d) liquidate its business. Upon the occurrence of any such event, the terms of the Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable payment networks. If Merchant wishes to change its designated merchant bank account, Merchant shall provide written notice of the new bank and/or account number in accordance with the procedures set forth in Section 26 of this Agreement.

11. TRANSFERABILITY. This Agreement is binding upon the parties, their heirs, successors, and assigns. The Agreement is not transferable by Merchant without the written consent of Global. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global hereunder may be transferred by Global without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other payment network member without notice to Merchant. For greater certainty, Global may so transfer its rights and obligations in its role as the Visa Member hereunder without transferring or otherwise affecting any other rights and obligations of Global under this Agreement. Notice of any such assignment will be delivered to Merchant by Global within a reasonable time thereafter.

12. WARRANTIES AND REPRESENTATIONS. Merchant warrants, represents and covenants to Global and Member that: (a) each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales draft as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defence, setoff or other adverse claim whatsoever; (b) each sales draft or other evidence of indebtedness will accurately describe the goods and services that have been sold and delivered to the cardholder or in accordance with his/her instructions; (c) Merchant will comply fully with all federal, provincial and local laws, rules and regulations applicable to its business; (d) Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) the signature on the sales draft will be genuine and authorized by cardholder and not forged or unauthorized; (f) the sales transaction shall have been consummated and the sales draft prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable payment network, as amended from time to time; (g) transaction information, including cardholder names and account numbers, shall be used solely to complete the transaction or to re-present a chargeback with respect to such transaction, and the handling, retention and storage of transaction information will comply with the provisions of the Card Acceptance Guide, applicable laws and the operating regulations and rules of the payment networks, including without limitation the PCI Data Security Standard, as any of which may be modified from time to time; (h) none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized on the Merchant Application to submit such sales drafts for purchase; (i) Merchant will not submit a transaction to Global and Member for processing until the goods are shipped or services performed, as applicable, unless otherwise permitted by the payment networks; (j) none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, proprietor, or owner of Merchant; (k) all of the information contained in the Merchant Application is true and correct; and (l) Merchant is not a resident of the U.S. and is not subject to U.S. taxes. In the event that any foregoing warranty, representation or covenant is breached, the affected transaction may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a transaction that is not the result of a sale of Merchant's goods or services offered to the general public, or if Merchant submits any transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such

sales transaction may be refused or charged back, and Merchant hereby agrees to pay, and Merchant's account(s) will be debited for, an additional fee (currently, \$100) for each such transaction.

NEITHER MEMBER, NOR GLOBAL, NOR ANY SUPPLIER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SERVICES FURNISHED HEREUNDER.

13. INDEMNITY. Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder or any other person or entity. Merchant agrees to indemnify and hold Global and Member harmless from and against any and all liabilities, losses damages, and disputes, offsets, claims or counterclaims made by a cardholder or any other person or entity, including any fines and penalties issued by Visa, MasterCard, Interac, UP or any payment network, and any other fees, costs and related losses arising out of or relating to the processing of transactions by Global and Member at Merchant's location(s), any unauthorized use of a Service or a piece of equipment, and/or Merchant's recovery or attempted recovery of payment cards that the Member requests Merchant to recover.

14. LIMITATION OF LIABILITY. Neither Member nor Global shall be liable for failure to provide the Services if such failure is due to any cause or condition beyond such party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labour or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, the errors or failures of third party systems, or other similar causes beyond such party's control.

The liability, if any, of Global and Member for any loss arising out of or relating in any way to this Agreement shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed one (1) month's average charge paid by Merchant hereunder (exclusive of interchange fees, assessments and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for Services during the previous twelve (12) months or such lesser number of months as shall have elapsed subsequent to the effective date of the Agreement. This shall be the extent of Global's and Member's liability arising out of or relating in any way to this Agreement, including alleged acts of negligence, breach of contract, or otherwise, and regardless of the form in which any legal or equitable action may be brought against Global or Member, whether contract, tort or otherwise, and the foregoing shall constitute Merchant's exclusive remedy. Under no circumstances shall Global or Member be liable for any lost profits, lost interest, other economic loss due to the Agreement or for indirect, special, consequential, punitive or exemplary damages arising out of or relating in any way to this Agreement, including but not limited to, damages arising out of placement of Merchant's name on any terminated merchant list for any reason, even if Global or Member has been advised of the possibility of such damages. Under no circumstances shall Global or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's sole recourse therefor shall be to the applicable card issuer.

It is agreed that in no event will Global or Member be liable for any claim, loss, billing error, damage, or expense caused by Global's or Member's performance or failure to perform hereunder which is not reported in writing to Global by Merchant within thirty (30) days of such failure to perform or, in the event of a billing error, within 60 days of the date of the invoice or applicable statement, and Merchant expressly waives any such claim that is not brought within the time periods stated herein.

15. TERM AND TERMINATION. This Agreement shall remain in full force and effect for the initial term set forth in the Merchant Application that is part of this Agreement and shall be automatically extended for successive renewal periods, the length thereof also set forth in the Merchant Application, on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination at least ninety (90) days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Agreement will terminate at the end of the then-current term.

Notwithstanding the foregoing, Global may terminate the Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global may terminate the Agreement at any time without notice upon Merchant's default in performing under any provision of the Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a payment network, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against Merchant, upon a material change in Merchant's average ticket or volume as stated in the Merchant Application, or in the event Global reasonably deems itself insecure in continuing the Agreement. In the event that Global required Merchant to provide a guarantor of Merchant's obligations under the Agreement, Global may terminate the Agreement with immediate effectiveness if such guarantor terminates the guarantee or if Merchant attempts to substitute a different guarantor without Global's prior written consent.

During the initial or any renewal term of this Agreement, in the event of an increase in Global's fees or charges for the Services, Merchant may, by giving written notice to Global at any time within ninety (90) days after receipt of Global's notice of such price increase, terminate this Agreement without penalty, either as of the effective date of the change or as of a later specified date. Failing such notice from Merchant, this Agreement shall remain in full force and effect. In any event, the increased charges shall apply to services performed by Global after the effective date of the change. The foregoing termination right for price increases is not applicable with respect to an increase made in accordance with a pre-determined fee schedule, provided that such fee schedule is included as part of this Agreement.

In the event that Global/Member breach the terms and conditions hereof, Merchant may, at its option, give written notice to Global and Member of its intention to terminate the Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make the Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales drafts or credit vouchers that is accepted by Global and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to its account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of the Agreement shall not affect the parties' rights and obligations which have accrued prior to termination or which relate to any receivables purchased hereunder prior to termination, including but not limited to chargebacks, even if such chargebacks are initiated or come in after termination. Without limiting the foregoing, the provisions of Sections 4, 5, 7, 9, 11-18, 20-24 and 26-29 shall survive termination of the Agreement. In the event of termination, all supplies and/or advertising materials provided by Member or Global, Card Acceptance Guides and operating instructions must be returned immediately to Global at Merchant's expense, and Merchant shall not represent thereafter that it honours payment cards except to the extent Merchant subsequently enters into a separate agreement or agreements with another bank or banks, as applicable, for the processing of such payment cards.

16. RETURNED ITEMS/CHARGEBACKS. If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global or Member has any reason to believe a receivable previously purchased is questionable, not genuine, or is otherwise unacceptable under payment network regulations, the amount of such receivable may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the payment networks with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not

provide to Global and Member in connection with a chargeback or for any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide, however such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or deducting it from the Reserve Account, Merchant shall, upon demand by Global, pay Global the full amount of the chargeback. If Merchant exceeds the thresholds for fraudulent transactions or chargebacks as established from time to time by MasterCard or VISA, Merchant will be subject to the appropriate MasterCard or VISA charges levied for non-compliance. **Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales drafts can be returned or charged back to Merchant like any other item hereunder.** Merchant acknowledges that all sales processed where the card is not physically present (telephone order, mail order and Internet sales) are subject to an increased risk of chargeback, for which the merchant is held responsible.

17. RISK MANAGEMENT. At any time, Global and/or Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations to such party under the Agreement ("Reserve Account"). The Reserve Account may be funded, at Global's sole discretion, through any or all of the following: (a) Direct payment by Merchant - At the request of Global or Member, Merchant will deposit funds to be held as a Reserve Account; (b) The proceeds of receivables presented for purchase; or (c) The transfer by Global and Member of funds withdrawn from any of the accounts referred to in Section 7 or any other accounts, including certificates of deposit, maintained by Merchant or, if applicable, Merchant's guarantor (subject to the terms of the relevant guarantee document) with any designated depository or other financial institution. Merchant's obligations under the Agreement may be satisfied from any such account. Merchant authorizes Global or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. This Agreement may be terminated immediately by Global or Member without notice if Merchant revokes such authorization. Merchant hereby agrees that Global and Member may deduct from the Reserve Account any amount owed to such party in accordance with the Agreement. Any Reserve Account will be non-interest bearing and its funds may be held until the expiration of any potentially applicable chargeback rights in respect of purchased receivables under the rules and regulations of the payment networks, which holding period may extend beyond termination of the Agreement. Without limiting the generality of the foregoing, Merchant shall, upon termination of the Agreement, maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held as a Reserve Account in accordance with the terms of the Agreement.

Merchant hereby irrevocably authorizes Global and Member to instruct any financial institution holding any of the accounts described in the preceding paragraph to transfer funds to Member from any of Merchant's accounts at such financial institution, and Merchant agrees that such financial institution shall be unconditionally authorized to act upon such instruction without any further confirmation or authorization from Merchant. Merchant will hold harmless Global, Member and the financial institutions and indemnify them for any claims or losses they may suffer as a result of honouring withdrawal requests from Global or, when applicable, Member under the terms of this Agreement.

Upon Global's request, Merchant agrees to give Global and Member a security interest in (and, in Quebec, an hypothecation on) all said accounts. When requested by Global, Merchant agrees to execute and deliver any security agreement or other documents reasonably required to document or perfect Global's security interest in (and/or hypothecation on) such accounts, all at Merchant's sole cost and expense. It is understood and agreed that the rights of Global under such security interest or hypothecation shall be in addition to the rights and/or remedies otherwise available to Member and Global under the terms of the Agreement, and not in limitation thereof.

18. DEFAULT. Upon failure by Merchant to meet any of its obligations under the Agreement (including funding the Reserve Account), any of the accounts referred to in Section 7 or any other accounts belonging to Merchant held by any designated depository (or by any other financial institution) may be debited without notice to Merchant.

Merchant agrees that, in the event of a default by Merchant under the terms of the Agreement, Member has a right of set off and compensation, and may apply any of Merchant's deposit balances with Member, or any other amounts owing to Merchant hereunder, towards the payment of any amounts owing by Merchant under the terms of the Agreement. Merchant agrees that Member's right of set off and compensation is in addition to any other rights Global and Member may have under applicable laws.

19. AMENDMENTS. The Agreement may be amended only in writing signed by Global, Member, and Merchant, except that (a) any and all fees, charges, and/or discounts (including without limitation IDFs) may be changed by Global in accordance with the terms of Section 7, (b) the Card Acceptance Guide may be changed immediately by Global and (c) Global may mail Merchant either a notice describing amendments to the Agreement or an entirely new agreement, which amendments or new agreement will be binding upon Merchant if Merchant deposits sales drafts or credit vouchers after the effective date of such amendment or new agreement set forth in Global's notice.

20. WAIVER. No provision of the Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

21. EXCHANGE OF INFORMATION. Merchant hereby authorizes Global and/or Member to exchange information about Merchant (and about its partners, owners, principals, proprietors, officers, shareholders and managing agents that have provided their written consent pursuant to the Agreement) with other financial institutions, payment networks, and any other persons for the purpose of providing the services contemplated in the Agreement. Global and/or Member may disclose information concerning Merchant's business to any payment network or any other entity for any purpose relating to the provision of the services contemplated in the Agreement. Merchant authorizes Global to use such information for data collection and aggregation for statistical analysis, marketing purposes and any other purposes relating thereto. From time to time, Global may make information about Merchant's business available to entities that have products or services that may be of interest to Merchant. It is understood, however, that personal information regarding Merchant's customers ("Personal Data") shall not be used in any way by Global or Member contrary to any applicable laws. Global shall take all reasonable means and precautions to keep Personal Data confidential, and after the Personal Data is no longer needed to fulfil the purposes of this Agreement, such Personal Data shall be deleted or destroyed, as applicable, according to Global's regular established data retention schedule. Global agrees to promptly respond to all inquiries from Merchant relating to the processing of Personal Data.

22. MISCELLANEOUS – CHOICE OF LAW / LEGAL ACTION. The Agreement will be governed by and construed solely in accordance with the laws of Ontario and the laws of Canada applicable therein, without regard to any conflicts of law provisions. Notwithstanding the foregoing, Global may conduct such information searches or reviews as may be required by the laws of Canada or the U.S. Should it be necessary for Global or Member to defend or enforce any of its rights under this Agreement in any collection or legal action, Merchant agrees to reimburse Global and/or Member, as applicable, for all costs and expenses, including reasonable attorneys' fees, as a result of such collection or legal action. Merchant waives trial by jury and the right to interpose setoffs of any kind in any litigation arising out of or relating to this Agreement. If any provision of the Agreement is declared to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision, as to that jurisdiction, shall be ineffective to the extent of such invalidity, illegality or unenforceability and shall be severed from the balance of the Agreement, all without affecting the remaining provisions of the

Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Paragraph headings are included for convenience only and are not to be used in interpreting the Agreement.

23. NOTICES. All notices required by the Agreement shall be in writing and shall be sent by overnight courier or by regular or registered mail. In addition, notices from Global may be sent to Merchant by facsimile or e-mail. All notices sent to Global or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc., 10 Glenlake Parkway, North Tower, Atlanta, Georgia 30328. Merchant shall refer all disputes regarding the Services directly to Global. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or five (5) business days after sending such notice to the address provided by Merchant in the Merchant Application or to any other physical address, fax number or e-mail address to which notices, statements and/or other communications are sent to the Merchant hereunder. A party hereto may at any time, by giving written notice to the other party, change the name and address of the person to whom notices or other documents required under the Agreement must be sent.

24. MERGER. This Agreement, including these Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global and Member with respect to the subject matter hereof, and supersedes all prior memoranda or agreements relating thereto, whether oral or written, express or implied.

25. EFFECTIVE DATE. The Agreement shall become effective only upon acceptance by Global and Member, or upon delivery of receivables at such locations as designated by Global for purchase, whichever event shall first occur.

26. DESIGNATION OF DEPOSITORY. The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution for debits and credits hereunder. Merchant agrees that it must maintain an account with such depository at all times during the term of the Agreement and thereafter until all obligations of Merchant are paid in full hereunder. Merchant authorizes payment for receivables purchased hereunder to be made by paying such depository therefor with instructions to credit Merchant's account. Depository, Member, and/or Global may charge any of Merchant's accounts at such depository for any amount due under the Agreement. Global must approve in writing any proposed changes to the account numbers or to the designated depository institution. If Merchant wishes to change its designated merchant bank account, Merchant shall provide written notice of the new bank and/or account number by registered mail to: Global Payments Direct, Inc., 10705 Red Run Blvd., Owings Mills, Maryland, 21117-5134 USA, Attention: Canadian Account Changes, or to such other address as provided by Global. Such account change shall be effective on a date to be scheduled by Global within thirty (30) days after Global's receipt of such notice. In the event that Merchant wishes to have payment for receivables purchased hereunder to be transferred at the end of each banking day to an account specified at a different financial institution specified by Merchant ("Push Funds"), Merchant will execute and deliver to Global a Push Funds amendment, in the form specified by Global, which will include a Push Funds Authorization and Direction document to be provided by Global or Member to the newly designated financial institution.

27. FINANCIAL ACCOMMODATION. The acquisition and processing of sales drafts hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy or becomes subject to restructuring or insolvency proceedings, the Agreement cannot be assumed or enforced, and Global and Member shall be excused from performance hereunder.

28. INTERCHANGE DOWNGRADES & CROSS-BORDER FEES. Merchant pricing appears in the fee schedule of the Merchant Application. Transactions that do not clear as priced will be subject to Interchange Downgrade Fees ("IDF") that will be billed back to Merchant and reflected on Merchant's monthly statement. IDF can be minimized by using a product that supports the authorization and market data requirements established by the payment networks, which are subject to change from time to time. (An example of such a requirement is to process a transaction fully electronically rather than manually keying the transaction.) Some IDF may also occur on specific types of cards (including without limitation Visa and/or MasterCard commercial cards (i.e.; Business Cards, Corporate Cards, Fleet Cards, Purchase Cards), Visa Rewards Cards, Visa Signature Cards, Visa Signature Preferred Cards, Visa Infinite Cards, MasterCard Rewards Cards, MasterCard World Cards, MasterCard World Elite Cards and some "foreign" cards issued outside Canada). For more information concerning IDF, Merchant may wish to check the Global Payments Inc. website (www.globalpaymentsinc.com/canada) for best practices information and to license Global Access @dvantage (GA@) for transaction detail review.

The items listed in this Section 28 are not, nor are they intended to be, a comprehensive list of all instances in which IDF may apply. Interchange Downgrade Fees may apply in additional situations. All IDF include additional fees assessed by Global and the applicable payment network.

Merchant will also be assessed Cross-Border fees for international MasterCard transactions. Any transactions between Merchant and a MasterCard cardholder outside Canada will be assessed an additional fee. Such assessments are reflected on Merchant's monthly statement.

29. LANGUAGE. The parties hereby acknowledge that they have required these agreements and all related documents to be drawn up in the English language. Les parties reconnaissent avoir demandé que le présent contrat ainsi que les documents qui s'y rattachent soient rédigés en langue anglaise.

VISA - Registered Trade-mark of VISA Inc.; Global Payments, licensee of mark.

MasterCard - Registered Trade-mark of MasterCard International Incorporated; NBC, Licensee of mark.

Interac - Registered Trade-mark of Interac Association; Global Payments, licensee of mark.

UnionPay - registered trademark of China UnionPay Co., Ltd.; Global Payments, licensee of mark.

American Express - Registered Trade-mark of American Express Company and Amex Bank of Canada is an authorized licensee.