

# RETAIL AGENT ELECTRONIC SERVICE AGREEMENT

**INSTRUCTIONS: Complete All Information Requested, Online, or Sign, Date, and Return this Form to Ingenicard US, Inc.**

I (We), the Agent, certify by signing below and returning this signature form to Ingenicard US, Inc., that we (I) have read and agree to abide by the terms and conditions listed in the Retail Agent Electronic Service Agreement, receipt of which is hereby acknowledged; a onetime **setup fee** applies.

## REFERRAL INFORMATION

MEDIA:  Internet  TV  Radio  Newspaper  Friend Promotion Code: \_\_\_\_\_ Premises Visited By: \_\_\_\_\_  Storefront  Online Store

## BUSINESS INFORMATION

\_\_\_\_\_  
Legal Business Name Business Trade Name WWW.  
Web Site  
\_\_\_\_\_  
Principal Business Street Address Suite No. (City) Province/State Country ZIP/Postal Code  
\_\_\_\_\_  
Telephone No. Fax No.: E-Mail Number of Locations  
\_\_\_\_\_  
Type of Ownership:  Corporation  Limited Liability Co.  Sole Proprietor  Non Profit Association  Partnership

Business Operation HOURS:  9 - 5  7 - 11  24 hours  \_\_\_\_\_ DAYS:  Monday - Friday  7 Days  \_\_\_\_\_ Time Zone:  E.  C.  M.  P.

Business Registration No./ Tax ID No. Date Opened

Business Category and Key Business Activity:

Money Services Business / Money Remitter's License No.: \_\_\_\_\_ Estimated Business Net Worth in US\$:  \$50,000  \$100,000  \$250,000  \$500,000  over \$1million

## OWNERSHIP / Information of Principal(s) Owning + 51%

\_\_\_\_\_  
Principal's Full Name Position % of Ownership Date of Birth Social Security Number & Copy of Driver's License  
\_\_\_\_\_  
Principal's Street Address City State/Province Zip/Postal Code Telephone No. E-Mail

## MERCHANT SERVICES & PRODUCT SALES: EXHIBIT A\*

## MARKETING PACKAGE (Custom Marketing Materials available for additional charge)

Store Type:  Retail  Restaurant Sticker:  Cash Register  Glass Door POS Material:  Tent  Buttons  Pens  T-Shirt  Lucite Display  
Semi-custom Carrier:  J-Hook  Tripod  Demographic Semi-custom Poster:  8.5" x 11" (Lucite Display)  12" x 24"  18" x 24"

## POS DEVICE / Terminal Information at Agent Location

POS Device:  Standard PIN Terminal  Wireless/Mobile Terminal  Computer with Virtual POS / Access Type:  High-speed  Wireless

## AGENT BANK ACCOUNT SETTLEMENT - Debit / Credit Authorization

I (We) the Agent, acknowledge and understand that I am the sole person who will manage and control my Settlement Card Account. I will credit and debit my Settlement Card Account electronically from my computer, using the Ingenicard 's Value Exchange System "VEX". When funding, or crediting my Settlement Card Account, actual funds will be ETF/ACH transferred from my Business Bank Account into Ingenicard US, Inc. Bank for further credit to my Settlement Card Account. When debiting, or cashing-out my Settlement Card Account, actual funds will be EFT/ACH transferred from my Business Bank Account into Ingenicard US, Inc. Bank Account for further credit to my Settlement Card Account. When debiting or cashing-out my Settlement Card Account actual funds will be EFT/ACH transferred from Ingenicard US, Inc. Bank Account into my Business Bank Account.

I (We) authorize Ingenicard US, Inc. on a regular basis, to credit or debit my bank checking account indicated below at the depository financial institution named below. I (We) acknowledge that the origination of ETF/ACH transactions to my account must comply with the provisions of law, where applicable. This authorization shall remain in full force and effect until cancel by me, by providing a written notice to Ingenicard US, Inc. instructing to terminate the transactions. **SEND A VOIDED CHEQUE.**

Bank Name: \_\_\_\_\_ Bank Officer: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Account Number: \_\_\_\_\_ Branch Transit (Routing) No.: \_\_\_\_\_

I (We) the Agent will use Ingenicard US, Inc. as my financial institution, in lieu of my bank account, for the settlement of all my transactions.

I (We) the Agent under penalty of perjury certifies to Ingenicard US, Inc. that the information contained in this Application and any other information provided to Ingenicard US, Inc. in support of this Application are true, correct and contain no false and/or misleading information. I (We) authorized Ingenicard US, Inc. to obtain information about me/us (i.e. the Agent) from any credit reporting agency, or other information gathering organization. I (We) further consent to examinations by the Office of Financial Regulation, when required.

Signature of Applicant: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

COMPANY OFFICE USE ONLY:  Approved  Rejected Date: \_\_\_\_\_ By: \_\_\_\_\_ Mer. No.: \_\_\_\_/\_\_\_\_/\_\_\_\_ Form 5000/v.1-12

## RETAIL AGENT ELECTRONIC SERVICE AGREEMENT FOR SECURE ELECTRONIC TRANSACTIONS

This Agreement to accept and process /Stored Value and transactions electronically is entered into between you, the Agent identified on the Signature Form of this Agreement, referred to as "Agent", and Ungenicaard US, Inc., referred to as "Ungenicaard". The provisions in this Agreement will apply to each Transaction Agent processes through the Ungenicaard Electronic Service selected on the signature form for this Agreement, and to any downtime or back-up Transactions process. In return for Ungenicaard performing the agent services requested by Agent from time to time, Agent agrees to the following:

### 1. DEFINITIONS

In this Agreement, the following terms will have following meanings:

The phrase **Authorized User**, as used herein, is a Cardholder, whose name and/or signature appears on a Card. The term **Back-up Mode**, as used herein means the term Card, as used herein is a valid and unexpired Ungenicaard Card, or other card that Ungenicaard may designate from time to time as an authorized card for use on the Ungenicaard system bearing the proper logos, trade styles, and security characteristics.

The term **Cardholder**, as used herein, is the person or entity that has been approved by Ungenicaard, and whose name is embossed or printed on the Card, and in the case of Temporary, Interim or Limited Value Cards, the person or entity who possesses a Card.

The term **Customer** as used herein is an Authorized User or Cardholder.

The phrase **DirectPay Card** as used herein, is a valid, unexpired Card issued by any institution participating in the Ungenicaard DirectPay Program.

The phrase **DirectPay Program**, as used herein, refers to the Ungenicaard Program that allows Customers to purchase goods and services from an Ungenicaard Agent. Under the DirectPay Program, use of the DirectPay Card for a sale creates an on-line direct debit to the Cardholder's funded account.

The phrase **Electronic Service**, as used herein, refers to the EC-link Electronic Services selected on the signature form for this Agreement a service that automatically authorizes Transactions through a Point-of-Sale (POS) Device and that may also permit an Agent to capture draft data for Transactions.

The phrase **Instant Pay**, as used herein means:

The phrase **Personal Identification Number (PIN)** is a confidential code containing 4 to 12 characters, known only to the Cardholder, used to authenticate the Cardholder's identity and to activate DirectPay Card Transactions at the point of sale.

The phrase **Point-of-Sale Service Device(s)** and **POS Device(s)** as used herein refers to the electronic device located at an Ungenicaard Agent's point of sale to access the EC-link Electronic Service. According to the special needs of Agent's business, the POS device can be:

- message display device;
- device that reads information from a Card's magnetic stripe;
- for debit service, a key pad (PIN pad) that permits the Customer to enter the PIN during the Transactions; and
- an optional printer.

**Sale** is the selling, leasing, or renting of goods or services by the Agent.

The phrase **EC-link Electronic Service** consists of the following Electronic Transaction processing services that Ungenicaard provides to Agent:

**a.** Automated authorization is a service that permits Agent to use a POS Device to electronically obtain authorizations for Transactions. Transaction data will be captured for Ungenicaard and other Transactions that have been authorized through a POS Device provided that special arrangements have been made by Ungenicaard and Agent with the relevant card issuer. Agent's Ungenicaard Transactions will be credited electronically to Agent's account identified on the Signature Form.

**b.** DirectPay makes an on-line direct charge or debit to the Cardholder's funded account to pay an Agent for goods or services purchased by a Customer.

The term **Transaction**, as used herein, refers to any sale that is paid for with a Card or any adjustment or return that is credited to a Card.

### 2. TERMS OF OPERATION

**a.** Agent agrees to process Card Transactions and DirectPay Card Transactions electronically with a POS Device(s) and Ungenicaard agrees to process such Card Transactions and DirectPay Card Transactions for Agent in accordance with this Agreement and Ungenicaard policies and procedures.

**b.** When Agent accepts DirectPay Cards, Agent agrees to maintain the confidentiality of a Customer's PIN at all times and never to request the PIN from the Customer. Agent also agrees to situate the PIN pad in a way that minimizes risk of disclosure when the Customer enters the PIN.

**c.** Agent agrees to retain the "Agent copy" or "Merchant Copy" of each completed sales draft and credit voucher and any other records relating to the DirectPay Transaction for a minimum of five years from the date of the Transaction. In addition, Agent understands that failure to retain the records may result in a reversal of the Transaction in instances where a Customer disputes the Transaction.

**d.** Agent agrees that Ungenicaard records reflecting whether any Transaction has been performed and Ungenicaard account data records of the details of any DirectPay Card Transaction or Card Transaction will be deemed correct and binding on Agent in the absence of contrary evidence.

### 3. CARD SECURITY FEATURES

Agent agrees to abide by Ungenicaard procedures and examine all Cards presented by Cardholders to ensure that every Card has the security features Ungenicaard deems necessary to be considered valid. Ungenicaard will notify Agent periodically of these procedures and features.

### 4. FEES AND DEBITS

**a.** Agent agrees to pay Ungenicaard the initial sign-up fee prescribed by Ungenicaard concurrent with the signing of this Agreement. The applicable sign-up and setup fee will be dependent on business category and has been established at up to US\$2,500.

**b.** Agent agrees to pay Ungenicaard fees in accordance with the then-current Ungenicaard Schedule of Rates for the Electronic Service Agent has chosen, for the term indicated on the Signature Form for this Agreement.

**c.** Agent agrees that all fees, charges, credits, or adjustments that Agent may owe constitute a debt that is payable on demand, and authorizes Ungenicaard to debit Agent's account identified on the Signature Form of this Agreement for this debt without any prior notice.

**d.** Should there be insufficient funds in Agent's settlement account; Agent hereby authorizes Ungenicaard to debit any other account Agent has with Ungenicaard.

**e.** The charges listed in the schedule of rates are subject to change and Ungenicaard may, in its sole discretion, amend these charges upon 30 days prior written notice.

### 5. DISCOUNT RATE

The discount rate applicable to transactions shall be determined by Agent's prior calendar year's net annual volume of Ungenicaard Transactions and amounts. The term "prior calendar year's net annual volume of Ungenicaard Transactions and amounts" as used in this Agreement shall mean the aggregate number of Transactions of all Cardholders Accredited by Ungenicaard to Agent during the preceding calendar year pursuant to this Agreement, less any credits and amounts charged back by Ungenicaard pursuant to the recourse provisions hereof. The discount rate shall be adjusted on the first day of the month of the commencement date in which the Agent applied for the service, of each year on the basis of the volume of payments made by Ungenicaard to the Agent during the preceding calendar year. If Agent owns and operates two or more establishments, the discount rate shall be determined on the basis of the cumulative net annual volume of Ungenicaard payments to those establishments in the aggregate. Until the anniversary of Agent's commencement date following the first full calendar year of Agent's participation in the Ungenicaard Electronic Service, the discount rate applicable to Agent's establishment(s) under the Instant Pay settlement plan shall be the rate specified on the signature form of this Agreement.

### 6. SETTLEMENT ACCOUNT

Agent agrees to maintain a Card account with Ungenicaard for this Agreement, subject to Ungenicaard usual charges and conditions. For transactions made via the Back-up Mode, Agent agrees to deliver to Ungenicaard the properly completed sales drafts, debit vouchers and corresponding complete deposit summary (in a form that Ungenicaard supplies or approves). Ungenicaard will, upon receipt, immediately credit Agent's account for the amount of the sales drafts. On transactions made using a POS Device to obtain authorization and capture transaction data, Ungenicaard will, upon receiving the transaction information from the data processor, credit Merchant's account for the purchase amount and debit Agent's account for the amount of the credit transaction reflected by the data processor, as appropriate. All deposit figures are subject to Ungenicaard final audit. If there are any inaccuracies, Ungenicaard will charge or credit Agent's account, without notice, for any deficiencies or overages, as the case may be.

### 7. DIRECT DEPOSIT OPTION

Agent may elect one of the Direct Deposit options by checking one of the boxes on the signature form of this Agreement or by written notice to Ungenicaard at any time. In the event Agent fails to select a Direct Deposit option, then the Pay Deposit option for crediting Agent's bank account with eight (8) banking business days will be deemed to apply. Credits will be transferred by Ungenicaard to Agent's account (as herein defined) usually within the number of banking business days indicated for the option, following receipt and confirmation as reflected by the data processor, before the close of business on any particular business day (Monday through Friday, except legal holidays). If Agent's account is not with a major bank, it may take longer for the deposit to be credited to Agent's account. Agent may change the Direct Deposit option selected at any time upon written notice to Ungenicaard.

**a. Transfer Fees:** If Agent has selected a Direct Deposit option with a transfer fee, Agent agrees to pay Ungenicaard a transfer fee of \$1.00 for each deposit transferred to Agent's account. The fees will be calculated on all deposits transferred based on the term as selected on the Direct Deposit option and will be debited from Agent's card account at time of transfer. Service fees and their applicability to various options under this service may be changed from time to time by Ungenicaard, at Ungenicaard's sole discretion. A written notice of change will be sent to Agent at least thirty (30) days prior to the effective date of the change.

**b. Maintaining an Account:** Agent's deposit account which Agent designates on the signature form of this Agreement to be the account to which payments will be made ("Account") will be governed by Agent's account agreement with the institution at which Agent has Agent's Account. Agent must notify Ungenicaard of any changes to Agent's Account or if Agent change financial institutions. Notice of such changes must be sent directly to Ungenicaard Establishment Services Department. If Agent changes or cancels its Account without notifying Ungenicaard in writing thirty (30) day in advance, Ungenicaard may, at Ungenicaard option, discontinue Agent's participation in the Direct Deposit services immediately without notice.

**c. Access to the Account:** Agent agrees that Ungenicaard may have direct access to the Account, the location and number of which is listed on the signature form of this Agreement, and Agent expressly authorizes Ungenicaard to credit the Account. This authorization applies to all amounts covered by this Agreement and resulting from Agent's regular conduct of business with ICARD1, even if a Transaction is related to a deposit other than a Direct Deposit under this Agreement.

**d. Waiver of Advance Notification:** Agent waives any requirement for advance notification by Ungenicaard of any credit Ungenicaard may apply to the Account. Ungenicaard will provide Agent with reasonable documentation of such credits within 30 calendar days.

**e. Improperly Applied Credits:** If any credit is improperly made to the Account for any reason during Agent's participation in the Electronic Card Service, Agent authorizes Ungenicaard and Ungenicaard has the right to have a Transaction reversed. Ungenicaard will not be responsible for any errors or mistakes other than to correct such error or mistake. Under no circumstance shall Ungenicaard be liable to Agent for any damages including, without limitation, incidental and consequential damages, other than those arising under the obligations or liabilities under this Agreement.

### 8. DIRECTPAY CARD TRANSACTION PROCESSING

**a.** By Agent accepting DirectPay Cards, Agent agrees to the following:

- To sell merchandise to or perform services for the Customer at prices that do not exceed Agent's ticketed or posted prices for such merchandise or services;
  - Not to impose any fees or other charges for the use of a DirectPay as payment;
  - Not to set a minimum dollar limit on DirectPay Card Transactions; and
  - Not to disclose data which is not visible on a Card and which is encoded on Track 2 of a Card's magnetic stripe for purposes other than completing a DirectPay Transaction.
- b.** Agent agrees that Agent will give one copy of the printed receipt to the Customer.
- c.** If the printer is not operational and the POS Device has successfully processed the Transaction, Agent agrees to the following:
- either to provide the Customer with an alternate record, such as a sales slip showing the account number embossed on the DirectPay Card, to indicate that payment was made with the Card, or to reverse the Transaction if the Customer requests that Agent to do so; and
  - to give one copy of the completed sales slip to the Customer.

### 9. DIRECTPAY CARD TRANSACTION BACK-UP MODE

**a.** If, for any reason, the Electronic Service is unavailable, Agent has the option of processing DirectPay Card Transactions in the "back-up" mode. **b.** Agent agrees to use the back-up mode only if a Customer wants to purchase goods or services from Agent with a DirectPay Card and Agent Electronic Service is not available. Do not use back-up-mode to initiate or complete pre-authorized purchase Transactions, merchandise returns, credits, or Transaction reversals, or to conduct a funds availability inquiry. **c.** In particular, Agent agree not to use the back-up mode when:

- the POS Device is unable to automatically print a Transaction record;
  - the POS Device is unable to electronically read a Card's magnetic stripe;
  - Agent has disconnected any part of the POS Device even though the POS Device is still capable of conducting Transactions; or
  - Transaction amount, including applicable taxes, exceeds an amount Ungenicaard has specified without prior authorization.
- d.** To perform a back-up-mode Transaction, Agent agrees to properly complete a debit voucher in a form that Ungenicaard has supplied or approved. The Customer must verify and sign the voucher, and then Agent agrees to give the "Customer copy" to the Customer.
- e.** On completing the Transaction, Agent agrees to deliver the debit voucher to Ungenicaard. Agent shall accept all liability for the voucher until ICARD1 accepts and approves it.
- f.** If Ungenicaard returns the debit voucher, Agent agrees that Ungenicaard shall charge the total amount of the Transaction back to Agent. Recovering the value of the Transaction from the Cardholder shall be Agent's sole responsibility.

### 10. RELATIONS WITH CUSTOMERS

- Agent agrees to settle all Customer claims and disputes relating to a DirectPay Card Transaction directly with the Customer.
- Agent agrees that Ungenicaard is not responsible for attending to and servicing any Customer queries, complaints, and requests regarding goods and services purchased with a Card or DirectPay Card.
- If a Customer inadvertently leaves a DirectPay Card at Agent's premises, Agent agrees to promptly return the Card to the Customer. If the Customer does not claim the Card within 24 hours, Agent agrees to destroy the Card (e.g. cut the Card in half) and deliver it to Ungenicaard as soon as possible.

### 11. POINT OF SALE EQUIPMENT

**a.** ICARD1 agrees to provide Agent with the Virtual POS/KIOSK System "V-POS", to be installed at the Agent's Computer, or POS Device(s) Merchant requests on the Signature Form of this Agreement to process Transactions electronically. If Agent needs additional or different POS Device(s) to efficiently process Transactions, Ungenicaard agrees to modify Agent POS Device(s) accordingly, and will price the different options for Agent at the time of the request.

**b.** Ungenicaard agrees to maintain, at Ungenicaard expense, the V-POS or Device(s) Agent uses to process Transactions at Agent's business in good working order for the term of this Agreement.

**c.** Agent agrees that Ungenicaard and its Agent(s) Ungenicaard agents will have full and free access to the POS Device(s) and other system or equipment Agent obtains from Ungenicaard, during reasonable business hours for maintenance purposes.

**d.** Agent agrees that Agent will not permit persons other than Ungenicaard authorized agents to adjust, repair, or otherwise maintain the POS Device(s). There are no conditions or warranties of Agentable quality or fitness for purpose.

**e.** If a Customer assumes all responsibility for loss of a POS Device(s) or other equipment delivered to Agent. At that time, Agent agrees to assume responsibility for loss or theft of the equipment. If a POS Device is lost or stolen, Agent agrees to purchase such equipment for the residual value that Ungenicaard will determine at that time.

**f.** The title to the equipment is, and at all times shall remain, with Ungenicaard or Ungenicaard supplier.

**g.** Agent agrees to install Internet or telephone equipment or to make any modifications to existing telephone equipment that may be necessary to install and operate the V-POS Device(s). Agent agrees to pay the cost of the Internet and telephone line installation/maintenance, which is or may be necessary to support the Electronic Service. Agent will also provide the required suitable electrical current to operate, and a suitable place to install, the POS Device(s).

**h.** Agent agrees not to remove or relocate the POS Device(s) or other equipment Ungenicaard provides from the location named in the Signature Form, unless Agent has obtained Ungenicaard prior written consent to such removal or relocation. Agent is responsible for all expenses of relocation. Agent also agrees not to sublet or otherwise give up possession of the POS Device(s) unless Agent has obtained Ungenicaard prior written consent.

### 12. MERCHANT RESPONSIBILITIES

**a.** Agent agrees to prominently display standard decals and signs that Ungenicaard provides to Agent to show that Agent accepts DirectPay Cards. Agent agrees to prominently display prior written approval before Agent uses any advertising for Agent business that includes the Ungenicaard name or logo; or the Ungenicaard DirectPay name; or any representation of these. When Agent does include these names or logos, Agent may use them only to show that Agent accepts DirectPay Cards, and not that Ungenicaard endorses any of Agent's goods or services.

**b.** Agent agrees not to alter the Ungenicaard trademarks, trade names, design marks, or logos in any manner.

**c.** Agent shall not imprint, deposit, electronically transmit, or otherwise process the Transactions resulting from merchandise sold or services performed (or alleged to have been sold or performed) by parties other than Agent.

**d.** Agent agrees not to disclose or remit to any third party Card account information or forms evidencing such information.

**e.** Agent agrees to comply with the operating guidelines Ungenicaard will issue to Agent from time to time.

**f.** Agent agrees that Ungenicaard may obtain whatever commercial and credit information Ungenicaard deems appropriate with respect to Agent. Agent will also permit Ungenicaard to provide information about Agent to third parties such as financial institutions.

**g.** Agent agrees to furnish Ungenicaard with true and complete financial statements and information concerning Agent, Agent's business, or Agent's affiliates as Ungenicaard may occasionally request.

### 13. INDEMNIFICATION

**a.** Agent agrees to be solely responsible for the accuracy and completeness of information Agent furnishes to Ungenicaard, including the information provided in the signature form of this Agreement. Agent will indemnify and hold ICARD1 harmless from all loss or liability to which Ungenicaard may be subject in connection with any claim arising out of the inaccuracy or incompleteness of such information.

**b.** Agent agrees to indemnify Ungenicaard and hold Ungenicaard harmless from any claims by any Customer arising out of a DirectPay Card Transactions arising from any error, negligence or wrongful act of Agent, or its employees or agents.

**c.** Ungenicaard shall not be liable for any direct, indirect, or consequential damages incurred by Agent that result from termination of this Agreement.

**d.** Ungenicaard shall not be liable for any direct, indirect, or consequential damages incurred by Agent which may arise if Ungenicaard is ever, for any reason, unable to perform any part of the Electronic Service, or if there are any errors in the performance of the Electronic Service outside of Ungenicaard's reasonable control or that arise if the POS Device(s) fails to function or functions improperly.

**e.** Ungenicaard will, in no event, be responsible for Agent's acts or omissions or those of any third party.

**f.** Ungenicaard does not represent or warrant that the Electronic Service will be available to process Transactions during specified times.

**g.** Ungenicaard reserves the right to suspend or completely cancel any portion of the Electronic Service, at any time, without prior notice to Merchant.

### 14. ASSIGNMENT

This Agreement shall be binding upon the parties, their heirs, successors, and assigns, provided, however, that Agent shall not assign this Agreement without Ungenicaard prior written consent.

### 15. PROCEDURES

**a.** Ungenicaard may, from time to time, use written directions regarding operational procedures that Agent should follow and prescribed forms that Agent should use to carry out this Agreement. These directions and the term of these forms are binding as soon as Agent receives them, unless Agent elects to immediately notify Ungenicaard that Agent is terminating the Agreement.

**b.** Ungenicaard may, from time to time, at Ungenicaard sole discretion, amend this Agreement or any schedule or addendum forming part of this Agreement by giving 30 calendar days' notice in writing to Agent. Agent's continued transmittal of sales drafts and/or electronic Transaction records to Ungenicaard after an amendment's effective date shall constitute Agent's acceptance of the amendment.

**c.** Agent agrees to abide by all Ungenicaard policies and procedures related to anti-money laundering and counter terrorist financing, to participate in any BSA/AML, training required, and to abide by all applicable State and Federal laws and regulations related to anti-money laundering and counter terrorist financing, including without limitation, the Bank Secrecy Act and the USA PATRIOT Act, as amended.

### 16. TERMINATION

**a.** This Agreement shall come into effect on the date stated on the Signature Form and shall remain in full force and effect unless either party terminates it by giving 30 calendar day's written notice of termination to the other party Ungenicaard may service.

**b.** The obligations of both parties for any particular Transaction completed on or prior to the date of termination shall survive termination.

**c.** Ungenicaard may terminate this Agreement and put a hold on Merchant's settlement account, without notice to Agent, if Agent becomes insolvent or bankrupt or if Agent breaches any term of the Agreement.

**d.** In the event of termination of this Agreement for any reason, Agent will return all equipment, forms, and other material bearing ICARD1 trade mark, the Ungenicaard name or logo or the Ungenicaard DirectPay name or logo, or any representation of these to Ungenicaard without delay.

**e.** Following termination, Agent agrees that Agent will not represent that Merchant honor DirectPay Cards through Ungenicaard and/or TransLink Electronic Service.

### 17. NOTICES

ICARD1 shall personally deliver, electronically transmit, or mail any notices to Agent at the address noted on the Signature Form. Agent will be deemed to have received any notices sent by mail on the third business day following the mailing date. Agent has received any electronically transmitted notices on the transmission date.

### 18. GOVERNING LAW

This Agreement shall be governed by, interpreted under, and construed in accordance with the internal laws of the State of Florida and the Country of United States of America, applicable to agreements made and to be performed within the Country of United States of America without regard to the principles of conflicts-of-law thereof.

**\*EXHIBIT A: MERCHANT SERVICES & PRODUCT SALES**

**CARD ACCEPTANCE**

- Purchase / DirectPay
- Micro Payment Processing
- Online Card Processing
- Store's Own e/Gift Card\*
- Universal Occ-Gift Cards
- Refund Card / Voucher\*

Discount / Interchange

5.00%
5.00%

**CARD SALES**

- Prepaid MasterCard/VISA
- Travelers Cash Card\*
- General Spend Cash Card\*
- Universal Gift Cards\*
- E-Mall e/Gift Cards\*
- PINless & Kiosk Products\*

Commission Buy / Sell

Cost=\$3.00 / \$9.95 SRP
Cost=\$3.00 / \$9.95 SRP
Cost=\$3.00 / \$9.95 SRP
Cost=\$2.50 / \$5.95 SRP
Variable Commission
Variable Commission

**CARD TRANSACTIONS**

- Load/Activate Cust.Card\*
- Card Balance Inquiry
- Card to Card Transfer
- Cash Back (\$100 max)
- Redeem Value/Payout\*
- D-Bill Payment/Collection\*

Commission % / Sell

30% / \$3.95
30% / \$0.95
30% / \$3.95
30% / \$3.95
30% / \$2.95
.99¢ / \$1.99+

(100 cards per lot / call for volume discount)

\* AGENT MUST HAVE SUFFICIENT FUNDS IN ITS OPERATING/FUNDING ACCOUNT TO COVER TRANSACTION AMOUNT.

Cash availability to Redeem Value/Payout/ATM transaction:     <\$100     <\$300     <\$500    Operating Currency Type: USD