AGENT AGREEMENT

This Agreement ("Agreement") is between World Payment Services of Canada, Inc., a Toronto, Ontario, Canada Corporation ("Company") and ____________________________________ ("Agent").

WHEREAS, Company has a principal place of business at 2340 Yonge Street, Toronto, Ontario, M4P 2E5 CANADA, is engaged in the business of promoting credit and debit card processing services for merchants directly or indirectly for and on behalf of processors and banks with whom Company may have relationships ("Services").

WHEREAS, Agent is an Independent Contractor representing Company with respect to soliciting purchasers of Services made available through Company.

WHEREAS, it is to the mutual advantage of the Company and the Agent to enter into the Agreement hereinafter set out,

NOW, THEREFORE, in consideration of the promises hereinafter contained, it is agreed as follows:

1. Agent Obligations
   a. Required Training. Prior to representing Company or soliciting any Prospective Merchant, Agent shall attend an agent training program, to be held at Company's corporate offices, online through webinars, or from other means as Company may designate from time to time.

1.2. General Obligations.
   a. Compliance with Law. Agent shall operate its business in a professional manner, in compliance with all applicable local, provincial and federal laws and regulations.

   b. Compliance with Association Rules and Regulations and Company Rules and Regulations. Agent agrees that it shall be bound by all Association Rules and Regulations, all Company Rules and Regulations as they now exist and as each may be amended or supplemented from time to time.

   c. Security. Agent shall, in accordance with Association Rules and Regulations, maintain the security of all its records, including all records it may have relating to Company, Merchants and their customers (including all transaction records).

   d. Promotional Information. Agent shall not use the MasterCard, Visa logos on any business card or stationery. MasterCard and Visa logos shall only be used on Company approved promotional materials.

   e. Advertising. Prior to any public distribution of any Web site, advertising, recruitment and promotional material related to the Company Services, Agent shall submit all such material to Company for approval. Company shall promptly review all such material for the purpose of determining compliance with Company's policies. Publication of advertising without the prior
written approval by Company shall be grounds for termination of this Agreement by Company.

**f. Business Telephones.** Should Agent have telephone dedicated to Merchant Services, Agent's business telephone shall be listed and answered by reference to Agent's approved fictitious business name, which shall include the name "World Payment Services" or with a generic response such as "Merchant Services"; that is acceptable to Company.

**g. Business Cards and Stationery.** Should Agent carry business cards or use stationary dedicated to Merchant Services, Agent shall carry Company's business cards and Company's stationery shall be used for all written correspondence; both with Agent's approved fictitious business name, which shall include the name "World Payment Services".

**h. Merchant Information.** Agent shall cause each Merchant and Prospective Merchant to furnish Company with such financial information as Company may from time to time request including, but not limited to, financial statements and Bank Card statements. Agent shall use its best efforts to inform Company of any information that could reasonably be considered relevant to a determination of any prospective or existing Merchant's creditworthiness.

1.3. **Agent Warranties.**

a. Agent shall not misrepresent the manner in which Company provides its services or the procedures Company follows, including services and procedures related to charge-backs, loss prevention, ATM/Debit and equipment leasing.

b. Agent and its Representatives shall provide a full and fair disclosure to all Merchants, including disclosures related to all charges, minimum fees, limitations, initial and renewal terms of agreements and warranty services.

c. Agent covenants not to directly or indirectly induce or influence Merchants to cancel any existing open Merchant Account with the Company or any Independent Sales Organization (ISO), Processor, Bank, or Acquirer designated by Company; without approval of Company.

d. Agent shall not charge Merchant directly for any service that Company now provides or may provide from time to time.

1.4. **Sales Obligations.** In soliciting for the purchase of Services on behalf of Company and providing ongoing service and advice to Merchants, Agent shall take such actions as Company may from time to time reasonably require, including: (i) ensuring that each Prospective Merchant has fully completed the Company Merchant application; (ii) taking all necessary action to verify that each Prospective Merchant conducts or intends to conduct a bona fide, lawful business operation, including inspecting the Prospective Merchant's premises to determine whether a Prospective Merchant has the proper facilities, equipment, inventory and license to conduct the business, or gain any information required by Company including financial statements, Bank Card statements and corporate resolutions for each Prospective Merchant; and (iii) being willing and capable of providing ongoing service and advice to Merchants for Agents Open Accounts.

1.5. **Merchant Agreements.**

a. Agent shall only use the Merchant agreement and Merchant application that has been designated by Company and that is current at the time it is presented to a Prospective Merchant.
b. All Merchant applications (whether partially or fully completed), Merchant agreements and Merchant accounts and records are owned by Company and/or the Acquirer and may not be transferred, assigned, sold or exchanged, in whole or in part, by Agent.

c. The discount rate and fees charged to the Merchant pursuant to the Merchant agreement may be recommended by Agent, but in all cases shall be subject to final review and approval by Company and/or the Acquirer in their sole discretion, respectively.

1.6. **Preferred Offering.** Agent shall use its best efforts to solicit prospective Merchants to execute Merchant Agreements with Company and shall promote Company’s Bank Card systems described in Company’s Merchant Agreement (Company’s Program) as its preferred offering. “Preferred Offering” means that Agent will utilize Company’s Program unless (i) Company declines to execute a Merchant Agreement with any prospective merchant, or (ii) Company is unable to provide a prospective merchant with the specific Bank Card processing services required by such merchant. In furtherance of Agent’s solicitation of Merchants, Agent will (i) communicate to Merchants the existence and availability of the Company’s Program, provided that the nature and content of such communication shall be in the reasonable discretion of Company; (ii) distribute promotional materials approved by the Company regarding the Program to its Merchants; and (iii) perform other reasonable services which Agent and Company deem desirable to promote and market the Company’s Program.

2. **Company's Obligations**

2.1. **Grant of Authority.** Company hereby grants to Agent the right, on a non-exclusive basis, to solicit Prospective Merchants for the purchase of Services from Company within the Territory as long as the Merchant does not already have, and has not had in the last 90 days, an open Merchant account with the Company or any Independent Sales Organization (ISO), Processor, Bank, or Acquirer as designated by Company; without approval of Company. Company shall have the right, in its sole discretion, to solicit directly and to retain other agents to solicit Prospective Merchants for Services within the Territory.

2.2. **Processing Services.** Company shall be responsible for all processing and accounting functions relating to the clearing and settlement of Bank Card transactions, including: (a) Merchant processing and settlement; (b) Merchant credit research; (c) Merchant activation and approval; (d) Merchant security and recovery; (e) Merchant customer services; (f) Merchant chargeback and retrieval services; and (g) all other back office services. Company may contract with other persons to perform these functions on behalf of Company.

3. **Term**

3.1. **Effective Date.** This Agreement is effective as of the date appearing on the first page hereof.

3.2. **Term of Agreement.** Subject to Sections 3.3, 3.4, and 3.5, this Agreement shall remain in effect for 1-year ("the "Initial Term") and shall automatically renew for additional 1-year terms (each a "Renewal Term" and collectively, the "Term").

3.3. **Termination.**
a.) Company or Agent may terminate this Agreement for any reason with written notice at any time. The parties expressly agree that certain Sections as applicable to include but not be limited to 1.2(b), 1.2(c), and 1.2(d), 1.3, 9, 10, 11, 12, 13, 14 and 15 shall survive the termination of this Agreement and shall remain enforceable to the extent of any remaining unfulfilled performance obligation notwithstanding such termination.

b.) In addition to any other rights and remedies that it may have, Company may immediately terminate this Agreement in its sole discretion if any evidence is discovered indicating: 1) Agent is in breach of any of the terms and conditions of this Agreement or is in violation of Association Rules and Regulations or Company Rules and Regulations 2) a failure by Agent or Representative to perform any monetary obligation to Company; 3) the violation of any Company confidentiality or intellectual property rights protected by this Agreement; 4) the violation of any applicable law or regulation; 5) the commission of any act of fraud, forgery, dishonesty, or other willful or malicious act; 6) the complete cessation of Agent’s operation and activity as a sales agent for Company coupled with the inability, after making a good faith effort, to locate Agent or make Residual payments to Agent; or 7) Agent, combined with the aggregate of the recruited Agents accepted by Company as being recruited by Agent, are generating less than 25 new Open Accounts or less than $1.2 million in processing volume from new Open Accounts for any historical twelve month period within ten (10) years from the effective date of this agreement.

3.4. Agent Insolvency. If Agent makes any assignment of assets or business for the benefit of creditors, or if a trustee or receiver is appointed to administer or conduct its business or affairs, or if it is adjudged in any legal proceeding to be either a voluntary or involuntary bankruptcy, then the rights granted herein to Agent shall forthwith cease and terminate without prior notice or legal action by Company.

4. Relationship of the Parties
4.1. Independent Contractor. Neither Agent, nor any of its Representatives is an employee of Company for any purpose whatsoever, but an independent contractor. Company is interested only in the results obtained by Agent. Company shall not: have the right to require Agent to (1) conform to any fixed or minimum number of hours devoted to selling effort, (2) follow prescribed itineraries, (3) bind Company or (4) do anything else which would jeopardize the relationship of independent contractor between Company and Agent. All expenses and disbursements, including those for travel and maintenance, entertainment, office, clerical and general selling expenses, that may be incurred by Agent in connection with this Agreement shall be borne wholly and completely by Agent, and Company shall not be in any way responsible or liable therefore.

Neither Agent nor any Representative has, nor shall Agent or any Representative hold itself out as having any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding upon Company, or to pledge Company's credit, or to extend credit in Company's name.

5. Sales Representatives
5.1. Sales Representatives. Agent shall have the right to appoint or otherwise designate suitable and desirable Representatives. Agent shall be solely responsible for Representatives and their acts. Representatives shall be hired at Agent's own risk, expense and supervision, and Representatives shall not have any claim against Company for salaries, residuals, commissions,
items of cost, or any other form of compensation or reimbursement. Agent represents and warrants, and covenants, that Representatives shall be subordinate to Agent and subject to each and all of the terms, provisions and conditions applying to Agent hereunder.

5.2. Initial Sales Representative. Upon execution of this Agreement, Agent shall promptly notify Company as to the name, address and telephone number of each of its Representatives who are currently marketing the Services on behalf of Agent and shall further provide Company with Representative Registration Forms executed by each Representative and such other information concerning Agent's Representatives as Company may require from time to time.

5.3. Subsequent Representatives. Agent shall provide Company with a copy of the Company Representative Registration Form, and all other applicable documentation, for each new Representative added prior to the Representative being permitted to solicit, make or submit any sales of Services. In addition, Agent agrees to notify Company, in writing, of the termination of any Representative within 3 Business Days of their termination.

5.4. Fraudulent Activities. If Agent becomes aware of any actual or alleged fraudulent activities or misrepresentations by its Representatives, whether or not related to Services, Agent shall promptly advise Company and Agent shall take all necessary corrective action the Agent determines in its discretion, to be necessary or appropriate.

5.5. Employment Statement. Agent acknowledges that Representatives shall not be and are not Company employees. Agent shall furnish Company with all copies of contracts that relate to Services that contain the signature of Agent or any Representative.

5.6. Representatives' Right to Use Trademark. Upon Agent's request Company may, in Company's sole discretion, grant to a Representative the right to use the Trademark in the Territory under conditions substantially similar to those contained in this Agreement, including contained in the Licensing Section hereof.

6. Merchant Relationship
6.1. Merchant Survivability. If this Agreement terminates for any reason, Company shall not be required to terminate any Merchant agreement with any Merchant.

6.2. Right to Complete Business in Process. If Agent is terminated or if Agent abandons a Prospective Merchant, Company has the right, but not the obligation, to complete the processing of such Prospective Merchant's submitted application and to assist such Merchant with the installation of any equipment.

6.3. Right of Company or Acquirer to Change Merchant Pricing. Company or Acquirer shall have the right to change Merchant Pricing at its sole discretion, from time to time, without prior notice to Agent.

7. Licensing
7.1. Company Trademark. Agent acknowledges that Company is the proprietor of the Trademark for the use of the term "World Payment Services" and variations thereof as more fully set forth in such registration.

7.2. License. Company grants to the Agent, during the Term of this Agreement, the nonexclusive
right to use, and the Agent hereby undertakes to use, the Trademark and its distinctive labels and packages, in the Territory, but only in connection with the marketing to Prospective Merchants of Company's Services and only in compliance with the terms and conditions of this Agreement.

7.3. Marketing Restrictions: The permitted use by Agent of the Trademark shall be subject to the instructions and restrictions of Company, in Company's sole discretion. The Agent shall use the Trademark only with respect to marketing Company's Services in accordance with the specifications and directions furnished to the Agent by Company from time to time, in Company's sole discretion. Agent shall refrain from any act or acts that may prejudice the enforceability or validity of the title of Company to the Trademark.

8. Equipment Purchases
8.1. Merchant Equipment Purchase. Agent may, as an independent reseller, sell Merchants services such as card processing equipment or Internet gateway services and software so long as such card processing equipment, Internet gateway services or software has been approved by Company. Company shall approve card processing equipment, gateway services and software that it determines, in its sole discretion, to be compatible with its operational systems. Agent must identify to Company each item of Bank Card processing equipment or Service that every Prospective Merchant whose application is submitted to Company intends to use in conjunction with Company's Services.

9. Payments
9.1. Right to Payment. Company shall pay Residuals to Agent for Open Accounts in accordance with this Section 8 and Section 9.

9.2 Duration of Payments. Unless modified by Company pursuant to Section 3.3 and subject to the conditions of Section 8 and Section 9, Residuals shall continue so long as a Merchant continues to maintain an Open Account with Company. i, ii, iii, iv, v, vi, vii, and viii

9.3 Conditions for Payment. Company's obligation to pay Residuals shall cease if i) Agent fails to remain in compliance with Section 1.6 Preferred Offering.; ii) Agent induces any Company merchant, whether or not solicited by Agent, to discontinue their business relationship with Company; iii) Agent fails to remain current on all obligations to Company and Company's acquiring bank(s); iv) Agent fails to remain in compliance with all terms and conditions of this Agreement or is in violation of Association Rules and Regulations or Company Rules and Regulations which survive termination of this Agreement; v) Agent is in violation of any applicable law or regulation vi) Agent violates any Company confidentiality or intellectual property rights protected by this Agreement vii) Agent is not willing or able to provide reasonable service for their Open Accounts as determined by Company viii) the Company, after making a good faith effort, cannot locate Agent to make Residual payments; viii) or Agent, (or the aggregate of recruited Agents accepted by Company as being recruited by Agent ), is both generating less than 25 new Open Accounts and less than $1.2 million in processing volume growth from Open Accounts for any historical twelve month period within ten (10) years from the effective date of this agreement.

9.4 Agent Retirement. Notwithstanding anything herein to the contrary, Agent may retire providing the conditions for payment in Section 9.3 were met the entire ten (10) years from the effective date of this agreement and still receive Residuals provided Agent continues to meet the conditions with the exception of 9.3 viii.
9.5. **Time of Payments.** Company shall pay all Fees and Residuals due to Agent on or about the 30th day following the last day of the month during which the Fees or Residuals are received by Company. In the event that Agent disputes any Fee or Residual payment received hereunder, Agent agrees to notify Company within ninety (90) days of the date of the disputed Fee or Residual due date, or Agent waives the right to contest the Fee or Residual payment in question.

10. **Fees and Residuals**

a.) Company shall pay Fees and Residuals to Agent in accordance with Schedule “A” hereto, so long as: (i) Agent is in compliance with the terms hereof; (ii) Company is receiving its own compensation from the Processor and/or Bank in respect to Merchants referred to Company hereunder; and (iii) such Merchants are continuing to process transactions through the Processor and/or Bank in conformity with their respective Merchant Agreements.

b.) Company reserves the right to offset from Fees or Residuals: (i) any amounts owed by Agent to Company, Processor and/or Bank; (ii) any revenue paid to Agent but that is uncollected from the Merchant, Processor and/or Bank; or (iii) any losses incurred by Company, Processor and/or Bank, due to the wrongful or negligent acts by Agent or any Sub-Agent.

11. **Merchant Losses.**

a.) Company shall bear the risk for Merchant Losses (other than those caused by Agent's willful misconduct). Company shall be under no obligation to enter into any Merchant Agreement with any Merchant solicited by Agent that does not, in the sole discretion of Company, meet the Company standards. Furthermore, in the event Company enters into a prospective Merchant Agreement with a Merchant, Company may terminate such Merchant Agreement(s) in accordance with the terms thereof.

b.) Company will assume the risks associated with the Bank Card processing relationship for those Merchants with a valid Merchant Agreement signed by Company, except as otherwise provided herein. Agent shall be liable to Company for all losses associated with Merchant relationships with Company where the Form submitted by Agent contains significant inaccuracies or omissions (including signature by an unauthorized individual), and provided that Agent had actual or constructive knowledge of the inaccuracies or omissions at the time the Form was submitted to Company.

12. **Trade Secrets and Confidentiality**

12.1. **Restriction on Use or Disclosure of Trade Secrets.** During the term of this Agreement, Agent will be given access to certain of Company's trade secrets, including information, inventions and processes, all of confidential nature that are Company's property and are or may be valuable to, or used in the course of, Company's business. Agent shall not disclose to anyone, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such trade secrets, or use them other than in the course of its business relationship with Company. All documents that Company prepares, or confidential information that might be given in the normal course of business, shall remain in Agent's possession and control. Under no circumstances shall any such information or documents be copied without Company's prior written consent.

12.2. **Confidentiality.** The terms, conditions and existence of this Agreement are strictly confidential. Agent shall indemnify, defend and hold Company harmless from any and all loss,
cost, injury, damage or claim that may result, directly or indirectly, from the failure of the Agent to maintain the confidentiality of the information provided pursuant to this Agreement. Any violation of this confidentiality clause shall be grounds for terminating this Agreement and any and all payments otherwise payable under this Agreement. Any termination of payments by Company shall not limit Company's right to recover damages arising from Agent's failure to perform under this Agreement, including under this Section, to seek equitable remedies and to pursue all of its other rights and remedies pursuant to this Agreement.

12.3. Non-Solicitation. Notwithstanding anything herein to the contrary, during the period of this Agreement and for a period of three (3) years after the termination of this Agreement or any extension thereof Agent, or Agent’s employees, affiliates, subsidiaries, or independent contractors, shall not directly or indirectly, solicit business from, attempt to convert to any competitor, or in any way sign up for Services, any merchant that is already provided Services by Company. If Agent violates this Section relating to the solicitation and marketing of services to Company’s Merchants following termination of this Agreement, Company shall have no further obligations for payment of compensation to Agent and Agent shall, upon demand by Company, be required to pay damages to Company in an amount equal to the revenue that Company would have received from Merchants solicited in violation of this Agreement.

12.4 Association Exception. Notwithstanding anything herein to the contrary, Agent's confidential information may be made available by or on behalf of Company to Visa, MasterCard or any other Association or to any other supervisory or regulatory authority to which Company may be subject, upon their written request.

13. Indemnity and Limitation of Liability
13.1. Indemnification. Agent shall indemnify, defend and hold harmless Company and its officers, directors, shareholders, employees, agents and representatives against any and all liability, demands, claims, costs, losses, damages, recoveries, settlements and expenses, including without limitation claims based in tort or for personal injury (including interest, penalties, attorneys' fees, accounting fees, expert witness fees, costs and expenses) incurred by Company, directly or indirectly arising from or related to (i) any debts incurred by Agent including debts incurred with telephone, utility, and express mail companies, (ii) any claim of any officer, director, shareholder, employee or Representative of the Agent made against Company for any compensation, benefit or other payment to such person, (iii) any activity or representation by Agent in marketing, advertising, promoting or otherwise engaging in any activity arising from or related to this Agreement, (iv) any actions concerning alleged Agent improprieties in the solicitation, sale or leasing of Services or equipment; and (v) any breach of any term or condition of this Agreement, any Association Rules or Regulations, or Company Rules and Regulations, or of any representation or warrant of Agent made in or in connection with this Agreement being false or misleading.

13.2. Exclusion of Damages. Notwithstanding anything in this Agreement to the contrary or otherwise, in no event shall either party, its parents, affiliates or any of its or their directors, officers, employees, agents or sub-contractors be liable under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties regardless of whether such damages were foreseeable or whether either party or any entity has been advised of the possibility of such damages.
14.1 Entire Agreement. This Agreement, including the Exhibits hereto, constitutes the sole and exclusive terms and conditions and agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous discussions, writings, negotiations, understandings and agreements.

14.2 Assignment. Agent may not assign this Agreement without the prior written consent of the Company and any unauthorized attempted assignment will be null and void. Company may assign its rights and obligations hereunder to a third party. If Agent enters into an asset sale, purchase or stock sale or exchange agreement with a third party which would effectuate a sale or merger of Agent’s business or rights hereunder without Company’s written consent, Company will have the right to terminate this Agreement immediately. Except as set forth above, this Agreement shall inure to the successors and permitted assigns of the parties hereto. The individual signing this Agreement for Agent guarantees the performance of the Agent under this Agreement.

14.3. Written Notice. 
   a. Communications Regarding Agreement. All communications regarding or arising from this Agreement shall be sent to the Agent at the address set forth below the signature line of this Agreement as the Agent's place of business and to Company at the address set forth above. Any notice(s) required or permitted to be given under this Agreement shall be deemed sufficiently given by facsimile transmission with the original mailed by registered or certified mail, postage prepaid, and addressed to the party to be notified at its address shown at the beginning or below the signature line of this Agreement, or at such other address as may be furnished in writing to the notifying party.

14.4. Severability. If any portion of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

14.5. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws applicable therein. Each party agrees (i) that any action or proceeding relating to this Agreement may (but need not) be brought in any court of competent jurisdiction in the Province of Ontario, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of such Ontario court; (ii) that it irrevocably waives any right to, and will not, oppose any such Ontario action or proceeding on any jurisdictional basis, including forum non conveniens; and (iii) not to oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from an Ontario court as contemplated by this Section. Company and Agent irrevocably waive any and all rights they may have to a trial by jury in any judicial proceeding involving any claim relating to this Agreement. Agent additionally waives personal service of process and consents that service of process upon it may be made by certified or registered mail, return receipt requested, at the address provided below the signature line of this Agreement.

14.6. No Breach. Agent warrants that entering into this Agreement will not constitute a breach of any other agreement to which Agent is or may have been a party. In particular, Agent warrants that it has not agreed to any covenant not to compete. Agent further warrants that it is not party to any confidentiality agreement, which would become at issue upon entry into force of this Agreement.
14.7. **Word Usage.** Unless the context clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

14.8. **Authority.** The person executing this document on behalf of Agent warrants that they have the full right, capacity and authority to cause such party to enter into this Agreement and that such party has all necessary authority to perform this Agreement.

14.9. **No Presumption Against Drafter.** Company and Agent have jointly participated in the negotiation and drafting of this Agreement. The Agreement shall be construed as if drafted jointly by Company and Agent, and no presumptions arise favoring any party by virtue of the authorship of any provision of this Agreement.

15. **Definitions**

Whenever used in this Agreement, the following terms shall have the following meaning:

15.1. Acquirer means a member as defined by Association Rules and Regulations that acquires the data relating to a Bank Card, credit, debit and other transaction between a merchant and a card holder and directly or indirectly exchanges such transaction records with other members of an Association, including Visa and MasterCard.

15.2. Association means an entity formed to administer and promote credit, debit and other cards, including Visa and MasterCard and any other entity whose cards are accepted by merchants for payment for goods or services.

15.3. Association Rules and Regulations means the rules and regulations now existing, as they may be modified in the future, and any rules and regulations hereafter promulgated by an Association, including the rules and regulations contained in the Visa U.S.A. Inc. ("Visa") Operating Regulations and MasterCard International Incorporated ("MasterCard") Operations Manual and the rules and regulations of any other Association, as applicable.

15.4. Bank Card means a credit card or debit card issued by a member of an Association, including Visa and MasterCard, and bearing its respective trade name, trademark, and/or trade symbol.

15.5. Business Day means any calendar day other than Saturdays, Sundays, or California or federal holidays.

15.6. Company Rules and Regulations means the guidelines, as they now exist and as they may be modified or supplemented in the future, that are posted on World Payment Services Agent Office or distributed through Agent memoranda, which provide the standards and conditions for the Agent's conduct in soliciting and servicing, as applicable, Merchants for Company Services.

15.7. Competing Activity means, whether directly or indirectly, the ownership, management, operation, control, participation in, performance of services for, the solicitation of Merchants for, or otherwise carrying on, a business similar to or competitive with the electronic transaction
processing business of Company, including the Services, (whether as a principal, agent, independent contractor, partner, employer, proprietor, stockholder, director or otherwise), anywhere in the Territory.

15.8. Gross MasterCard and Visa Sales Volume means all MasterCard and Visa Bank Card payments accepted by Merchant which are processed and settled through Company, are not fraudulent and do not result in a chargeback.

15.9. Internet Merchant means a Merchant who accepts orders over the Internet and whose percentage of face-to-face transactions, as defined in the Association Rules and Regulations, are less than 70% of its total transactions during any rolling 12-month period. During a Merchant's initial 12 months of processing, the percentage shall be calculated on the basis of a rolling 2-month period.

15.10. Merchant means an entity who has submitted an application to Company, which application indicates Merchant has been solicited by Agent, and based on that application, then contracts with Company and Company's Acquirer to originate and process electronic transactions.

15.11. Merchant Account Type means one of four classifications currently assigned by Company to each Merchant account. Each classification is based on the primary source of transaction origination and the percentage of card present transactions. The four different classifications are: Internet Merchants, MOTO Merchants (also referred to herein as Mail Order Telephone Order Merchants), Retail Keyed Merchants and Swiped Merchants. Company may, from time to time, in its sole discretion, add to, subtract from or otherwise modify these classifications.

15.12. Merchant Losses means all losses experienced by Company attributable to (i) chargebacks in excess of a Merchant's reserve account and (ii) uncollected Merchant fees or uncollected Merchant processing revenue.


15.14. MOTO Merchant or Mail Order Telephone Order Merchant means a Merchant who accepts mail and telephone orders and whose percentage of face-to-face transactions, as defined in the Association Rules and Regulations, is less than 70% of its total transactions during any rolling 12-month period. During a Merchant's initial 12 month's of processing, the percentage shall be calculated on the basis of a rolling 2-month period.

15.15. Open Account means any Company Merchant account solicited by Agent that has been accepted by Company, has been classified as "open" on an Acquirer settlement platform and has not been cancelled or terminated.

15.16. Prospective Merchant means any entity solicited by Agent for Services to be provided by Company.

15.17. Residuals means monthly recurring payment obligations owed by Company to Agent pursuant to Section 9., 10., 11. of this Agreement. The term Residuals shall not include any payment obligations owed by Company that do not recur on a monthly basis.
15.18. Retail Keyed Merchant means a Merchant whose percentage of manual imprint terminal transactions, as defined by Visa Operating Regulations, equals or exceeds 70% of its total transactions during any rolling 12-month period. During a Merchant's initial 12 month's of processing, the percentage shall be calculated on the basis of a rolling 2-month period.

15.19. Services means the business of promoting credit and debit card processing services for merchants directly or indirectly for and on behalf of processors and banks with whom Company may have relationships.

15.20. Swiped Merchant means a Merchant whose percentage of cardholder-activated terminal transactions, as defined by Visa Operating Regulations, and whose percentage of card read transactions, as defined by MasterCard Operations Manual, as the case may be, equals or exceeds 70% of its total transactions during any rolling 12 month period. During a Merchant's initial 12 months of processing, the percentage shall be calculated on the basis of a rolling 2-month period.

15.21. Territory means Canada, as currently defined by Visa.

15.22. Trademark means U.S. Trademark Registration and other registrations issued from time to time by the United States Patent & Trademark Office for the use of the term "World Payment Services".

IN WITNESS WHEREOF, this Agreement is executed by the parties and shall be effective as of the date appearing on the first page hereof.

Company: World Payment Services of Canada, Inc.

Agent: ______________________________

Name: ________________________
Title: _________________________
Address: 2340 Yonge Street
Toronto, Ontario, M4P 2E5 CANADA
Phone: +1 919-782-8889
Email: _________________________
Date: _________________________
Schedule A

1.) Agent Compensation: Company shall pay all Residuals due to Agent on or about the 30th day following the last day of the month during which the Residuals are received by Company. Company shall make a good faith effort to pay all Fees due to Agent on or about the week following the week during which the Fees are received by Company and in no event later than the 30th day following the last day of the month during which the Fees are received by Company. In the event that Agent disputes any Residual or Fee payment received hereunder, Agent agrees to notify Company within ninety (90) days of the date of the disputed Residual or Fee due date, or Agent waives the right to contest the Residual or Fee payment in question.

a.) Residuals: Agent shall be paid a **fifty percent (50%) share of Residuals** received by Company for Open Accounts referred by Agent to Company. One-hundred percent (100%) of Agent’s Signing bonuses shall be reimbursed to Company from Agent’s share of residuals.

b.) Fees: Agent shall be credited with a **one-hundred percent (100%) share of fees for setup fees, application fees, or equipment/software profit** above true invoice value; however:

   i.) Advanced sums by company including the cost of free equipment at invoice cost or reimbursement of termination fees to acquire Agent’s accounts shall be debited from Fees due Agent and debited to Agent’s share of residuals.

   ii.) Agent shall be credited for termination fees later collected from Merchants up to the amount previously debited Agent for that specific Merchant’s termination fee reimbursement.

c.) Agent Recruiting Residuals: Agent shall be paid a **ten percent (10%) over ride share** of Residuals received by Company for Open Accounts referred by Agents who are recruited by Agent and accepted by Company as being recruited by Agent.

2.) Agent Expenses: All expenses and disbursements, including those for travel and maintenance, entertainment, office, clerical and general selling expenses, that may be incurred by Agent in connection with this Agreement shall be borne wholly and completely by Agent.

Company Initials ___________     Agent Initials_________