







**Section 3: Merchant Bank information
FOR U.S. DOMESTIC MERCHANT ACCOUNTS ONLY**

VirtualNet Profile (aka Vital Systems Profile).

All merchant accounts established in the USA need to connect with E-xact's services through Vital Processing Services (a.k.a. VisaNet). Vital is the network that E-xact, as the gateway provider, connects with to authorize and settle your transactions. Vital's product that connects banks to them is popularly called a VirtualNet Profile. Please have your bank sales representative fill in the following information and return it either to E-xact Transactions (fax: 604-694-1677) or to yourself. Your bank can also provide us with a bank-issued VAR-Merchant Profile sheet instead of filling in this table.

The following table must be completed before an E-xact Account can be set up for US Merchant Accounts

Merchant Bank Name:	
Sales Rep Name:	Tel:
Email:	
VIRTUALNET (VITAL) PROFILE – (ALL FIELDS REQUIRED)	
Name	Value (THIS INFORMATION CAN BE OBTAINED FROM YOUR MERCHANT ACCOUNT PROVIDER)
Acquirer BIN	6-digit Visa assigned Bank Identification No.
Visa Merchant Number (Visa/MC)	12-digit field unique no. identifying the merchant on Vital
Store Number	4-digit
Terminal Number	4-digit field
Merchant Category Code (MCC)	4-digit field identifying merchant industry
Zip Code (City Code)	
Time Zone (3 digit code)	3-digit time zone differential
Agent Number (Bank No.)	6-digit field assigned by merchant bank or processor
Chain Number	6-digit field merchant chain identification
Locator Code	5-digit field additional location information
Terminal ID Number (Vital No.)	Vital Number (bank identification)
Processor	Vital
Card Types setup on Merchant Bank Terminal:	
£  Visa	£  Diner's En Route
£  MasterCard	£  Discover
£  American Express	£  JCB
U.S. Business Address - (ALL FIELDS REQUIRED)	
Street:	
City:	State:
Zip Postal Code:	Tel:

If you or your Merchant Services Representative has any questions, please contact E-xact Customer Service.

Please Note: If you have USD accounts with Canadian bank(s), please complete information in Section 2.

Section 4: Billing Information



Activation Fee Information

Please include your Activation Fee payment with your registration in order for your account to be activated. Payment will be noted on your first E-xact Invoice.

Account Activation Fee\$175.00 (+ 10.50 GST = \$185.50 Total)
Applicable Taxes6% GST is applicable for Canadians

I authorize E-xact Transactions to debit my account by one of the following means:

I will pay E-xact Transactions \$185.50 CAD by either:

£ **Credit Card.** Automatic charge to your credit card. We accept Visa  or MasterCard .

Name on Card: _____

CC no. _____ Expiry Date: (MMYY) _____

Authorized Signature: _____

Printed Name: _____

Date Signed: _____ Company Position: _____

£ **Pre-Authorized Payment.** Automatic withdrawal of funds from your bank deposit account.
Please attach a voided copy of your cheque.

E-xact's billing commences upon Activation date of your Production Account.

Monthly (Recurring) Fee Information



E-xact Transactions Ltd's fees are outlined in Schedule B of *E-xact's Transaction Processing Agreement*. By signing E-xact's Agreement you agree to pay E-xact the fees outlined on a recurring basis.

E-xact's billing commences upon Activation date of your Production Account on E-xact's system.

Method of Payment:

I authorize E-xact Transactions to debit my account by one of the following means:

£ **ACH.** Automatic withdrawal of funds from your bank deposit account.
Please attach a voided copy of your check.

£ **Credit Card.** Automatic charge to your credit card. We accept Visa  & MasterCard .

Name on Card: _____

CC no. _____ Expiry Date: (MMYY) _____

Authorized Signature: _____

Printed Name: _____

Date Signed: _____ Company Position: _____

Section 5: Contacts

E-xact Merchant Administrator:

E-xact will add one Merchant Administrator Contact. This is the contact that the merchant has designated to have access to add, delete, and modify accounts for all other contacts accessing the E-xact Member Services Manager web tools.

Member Services provides access to online reports including Search, Activity, Deposits, etc. There is also a virtual Point-Of-Sale (POS) through which members can manually process transactions.

The Merchant Administrator can also configure contacts to receive Daily or Monthly deposit reports or Alert notifications by email.

For more details visit our Help section within the Member Services Help area.

Name: _____

Title: _____

Tel: _____

Email: _____

Please Note: E-xact Invoices are only available on-line by the Merchant Administrator

Accounting Contact:

Please provide the contact person for all matters related accounts payable.

Name: _____

Phone: _____ Email: _____

E-XACT MERCHANT PROCESSING AGREEMENT

This Transaction Processing Agreement (the "Agreement") is entered on this _____ day of _____ 200__ between E-xact Transactions Ltd. ("E-xact"), a Delaware Corporation with its principal place of business at Suite 304 – 134 Abbott St., Vancouver, BC, V6B 2K4, Canada, and _____ (the "Customer"), a (type of business) _____ with its principal place of business at (address): _____

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Services

- (a) E-xact hereby agrees to provide to Customer the software (the "Software"), set-up and testing support and Certification required for sending credit card transactions to a host used by financial institutions for authorization and processing (the "Services") and the Customer hereby agrees to retain E-xact to provide the Services on the terms and conditions hereinafter agreed to.
- (b) Upon Customer's successful completion of set-up and testing by E-xact a terminal identification number will be provided to Customer (the "Certification") after which Customer can access the services. Testing required by Customer of the Services is the responsibility of Customer. Prior to Certification, Exact can unilaterally decide not to Certify the Customer and this agreement will forthwith be null and void from the outset.
- (c) Additional services may be required, including but not limited to, processing reruns or any other work due to Customer's input data which is incorrect, incomplete, or improperly formatted (the "Additional Services").
- (d) E-xact will make commercially reasonable efforts to provide access for transactions generated at Customer devices 24 hours per day, 7 days a week, except for Planned Outages on three days advance notification to Customer which if possible will be limited to Sundays or Mondays, 12:00 am to 8:00 am Pacific Standard time.
- (e) Support for a software version will cease six months after the release date of an updated version.

2. Customer Obligations

- (a) Customer will complete registration details and provide the necessary hardware and software to use the Services.
- (b) Customer shall meet all technical specifications set out in protocols issued by E-xact and described in Schedule A, attached hereto. Customer will provide three days advance notice of changes that would affect transaction processing. Customer will comply with all other reasonable requirements that E-xact may impose from time to time, with 5-business days advance notice.
- (c) Customer will treat as confidential any information with respect to E-xact's technology and business procedures, including the terms of this Agreement.

3. Payment

- a) The fees for the Services and Additional Services are set forth in Schedule B, attached hereto.
- b) Invoices are rendered monthly and are due on net 30 days basis. Billing by E-xact commences upon activation date of the Customer's production account on E-xact's system. Account balances outstanding after 30 days from the billing date will be charged at a monthly compound interest rate of 2% (24% nominal per year).
- c) Automated Payment by Customer will be by a valid credit card, electronic funds transfer or a pre-approved payment solution. (See Schedule B). In the event of non-payment E-xact will obtain payment using its payment processing solution and direct relationship with Customer and its merchant account without relieving Customer of its obligation to make payments on time and in accordance with the terms of this Agreement.
- d) If payment is overdue by 5 days, E-xact, without notice, may suspend performance of the Services until payment is made.
- e) Customer agrees to pay E-xact without set off or counterclaim.
- f) E-xact shall be entitled to reasonable attorney's fees and all costs of collection proceedings.

4. Terms and Termination

- a) Unless otherwise terminated pursuant to this Section 4, Section 10 or Schedule B, the initial term of this Agreement is for one year from the date of this Agreement. This Agreement will automatically renew for additional terms of one year each, unless either party notifies the other in writing at least 90 days prior to automatic renewal that it does not wish to renew this Agreement.
- b) In the event that either party is materially in default of the performance of its obligations pursuant to this Agreement (excluding Customer's non-payment for Services and Additional Services) or if Customer is in default of its merchant services or similar agreement with its credit card provider or banking institution, the non-defaulting party may, by giving notice to the other, terminate this Agreement for cause as of the date specified in such notice of termination provided that 15 days notice has been given.

5. E-xact's Property and Specifications

- a) All specifications, hardware, technical documentation, and data collected as a result of providing the Services, which is not personally identifiable and software utilized or developed by E-xact in connection with the Services (the "Property") are and remain the sole property of E-xact.
- b) E-xact may provide technical documentation manuals, documents and other material, which remain the property of E-xact and are proprietary and may not be disclosed to any party outside of this Agreement.
- c) Customer is hereby granted a non-exclusive, non-transferable license during the term of this Agreement to use the Software necessary to implement the Services for the exclusive purpose of accessing the Services and for no other purpose. Customer shall not exceed the authorized use of, modify, alter, translate, de-compile or reverse engineer and copy (except for regular back-up) the Software or remove proprietary notices, labels or marks.
- d) Upon termination of this Agreement, Customer shall return all Property to E-xact, destroy all copies of the Software, and cease any and all access to or use of the Services. At the request of E-xact, Customer will provide a sworn declaration that it has complied with the requirements of this Section 5.
- e) If a modification of the Software is requested by Customer and agreed to by E-xact, all charges associated with such modification shall be paid by Customer at E-xact's then prevailing rates. Payment of such charges does not alter E-xact's ownership of the original or modified Software, which remains with E-xact.

6. Privacy and Confidentiality

- a) Customer's and Clients' Information ("Personal Information") will be used solely for providing the Services and be maintained in confidence in compliance with the privacy laws of the jurisdictions in which E-xact conducts business. Each party shall update the other in advance, of any changes to their protection of Personal Information to ensure full compliance by each party with the privacy laws.
- b) The Customer, upon reasonable notice, can visit E-xact's offices to examine the measures taken and the safeguards used by E-xact to protect the Personal Information.
- c) The parties will treat as confidential, information about each other's proprietary information and this agreement. This clause does not apply to any information which a party can show (i) is or becomes generally available to the public other than as a result of the improper or unauthorized disclosure by a party (ii) was lawfully available by a party prior to its receipt from a party, (iii) was or is made available to a party by a third party source unless the party knows or ought to know that such third party does not have the right to disclose such information, or (iv) is independently acquired or developed by a party without violation of this Section 6.

7. Limitation of Liability

The service is provided "as is." E-xact makes no representations or warranties of any nature whatsoever, either express or implied, with respect to the services or the performance of its obligations under this agreement, including without limitation, any representation or warranty of merchantability, non-infringement or that the service will perform any function or have any capability. E-xact specifically disclaims the fitness of the service for the customer's particular purpose.

Without limiting the generality of the foregoing, E-xact and its affiliates and suppliers and their directors, officers and employees are not responsible or liable to the Customer, Customer's clients or third parties for any damages, whether in contract or tort, including but not limited to incidental or consequential damages, indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, or loss of business information arising out of the use of or inability to use the services, even if E-xact has been advised of the possibility of such damages. Customer and its clients agree that damages awarded by a court of competent authority for whatever reasons shall be limited to cumulative liquidated damages of CDN \$100 and no more. This remedy is exclusive.

8. Force Majeure

Neither party is liable for any delay, interruption or failure in the performance of its obligations if caused by acts of God, war, declared or undeclared, fire, flood, storm, slide, earthquake, power failure, inability to obtain equipment, supplies or other facilities not caused by a failure to pay, labor disputes, or other similar event beyond the control of the party affected which may prevent or delay such performance. If any such act or event occurs or is likely to occur, the party affected shall promptly notify the other, giving particulars of the event. The party so affected shall use reasonable efforts to eliminate or remedy the event and resume performance.

9. Continuation of Obligations

The provisions of sections 3, 5, 6 and 7 shall survive the termination of this Agreement and shall thereafter remain in full force and effect.

10. Changes to Agreement

E-xact may modify this Agreement provided that at least 30 days written notice of each change to this Agreement is given to Customer. In the event of a modification by E-xact, Customer may terminate this Agreement upon 30 days written notice. Customer terminating this Agreement, for the above or any other reason(s), may do so upon 30 days written notice sent by facsimile, electronic mail or regular mail. The effective cancellation date will be 30 days from the time notice is received by E-xact - date stamped per electronic mail or fax header line, or post marked date - unless a future cancellation date is requested by the Customer (of no less than 30 days).

11. Notice

Any notice or other communication (in this section "Notice") required or permitted to be given or made hereunder shall be in writing and shall be well and sufficiently given or made if:

- a) delivered in person during normal business hours on a business day and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below;
- b) sent by any electronic means of sending messages, including facsimile transmission, which produces a paper record (an "Electronic Transmission") and deemed received on the date of transmission,
- c) sent by certified or first class mail and deemed received on the fourth business day thereafter, unless any general interruption of postal services due to strike, lockout or other cause exists or is threatened in which event only (a) or (b) shall be used.

12. Independent Contractors

The parties are independent of each other and this Agreement does not create the relationship of partnership, principal-agent or joint venture between E-xact and Customer.

13. Government Matters

Customer agrees that it will not export or re-export the Software without obtaining the prior written consent of E-xact and all applicable export licenses and governmental permits.

14. General Provisions

This Agreement is governed by the laws of the province of British Columbia without regard to that province's conflict of laws rules. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound. Neither this Agreement nor any rights under it may be assigned, transferred, shared or delegated by the Customer without the prior written consent of E-xact. All amendments to this Agreement, other than those provided for in Section 12, must be in writing and signed by both parties by an authorized signatory of the respective party. This Agreement sets forth the entire understanding between the parties and supersedes any prior discussions or representations of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

E-xact Transactions Limited

By (signature): _____

Signature Name (please print): _____

Its (Position): _____

Company Name (insert name): _____

By (signature): _____

Signature Name (please print): _____

Its (Position): _____

SCHEDULE A

CUSTOMER OBLIGATIONS

Valid Merchant Accounts

Customers transmitting web-based financial transactions must have in place, at all times, all valid merchant accounts necessary for the Services, including those merchant accounts commonly known as MOTO (mail order/telephone) and CNP (card not present).

Secure Sockets Layer (“SSL”) Certificates

Customers accepting credit transactions from a website must have and maintain such SSL certificates, as E-xact requires from time to time. All information transmitted by Customer must be transmitted using measures satisfactory to E-xact that protect information from being intercepted.

Initial Here_____

**SCHEDULE B
CHARGES**

All amounts are in Canadian dollars. GST is applicable.

For merchants with Moneris and Paymentech Accounts:

Monthly Transactions Included	One-Time Account Setup Fee	Monthly Transaction Fees	Per Transaction Overage Charge	Check Box Here
100	\$175.00	\$45.00	25 cents	<input type="checkbox"/>
400	\$175.00	\$75.00	15 cents	<input type="checkbox"/>
1000	\$175.00	\$125.00	12 cents	<input type="checkbox"/>
1500	\$175.00	\$175.00	11 cents	<input type="checkbox"/>
5000	\$175.00	\$550.00	9 cents	<input type="checkbox"/>
10000	\$175.00	\$650.00	6 cents	<input type="checkbox"/>
20000	\$175.00	\$1,100.00	5 cents	<input type="checkbox"/>
30000	\$175.00	\$1,350.00	4.5 cents	<input type="checkbox"/>
45000	\$175.00	\$1,900.00	4 cents	<input type="checkbox"/>

For merchants with account provider other than Moneris or Paymentech:

Alternate Pricing				
Monthly Transactions Included	One-Time Account Setup Fee	Monthly Transaction Fees	Per Transaction Overage Charge	Check Box Here
100	\$175.00	\$45.00	35 cents	<input type="checkbox"/>
400	\$175.00	\$75.00	18 cents	<input type="checkbox"/>
1000	\$175.00	\$150.00	13 cents	<input type="checkbox"/>
1500	\$175.00	\$200.00	12 cents	<input type="checkbox"/>
5000	\$175.00	\$650.00	11 cents	<input type="checkbox"/>

Please select the minimum level of transactions to be billed per month in the above pricing table by checking the appropriate box. Transaction amounts above the minimum committed level will be billed based on the per transaction overage charge as indicated.

Customer may increase the minimum monthly transaction commitment at any time. The change in commitment will be effective the following month from the date notice is received. Notice to may be provided via email to support@e-xact.com or by FAX to Customer Support at E-xact (604) 694-1677.

Customer may decrease the minimum monthly transaction commitment once during the contract term, and maximum of one tier. The change in commitment will be effective the following month from the date notice is received. Notice to may be provided via email to support@e-xact.com or by FAX to Customer Support at E-xact (604) 694-1677.

Service	Description	One Time Fees	Monthly Fees
Payment Gateway Addition	Addition of a new gateway to an existing E-xact Account	\$75.00	-
Card Addition	Addition of a new card type to an existing gateway	\$50.00	-
Invoice Mail-out (Optional)	Monthly mail-out of E-xact invoices	-	\$5.00
NSF Charge	For checks returned "Non-Sufficient Funds"	\$25.00	-
False Alarm Calls	Applies to <i>Non-Emergency Calls</i> made to After Hours Support Pager	\$50.00	-

Note:

E-xact reserves the right to increase the fees and other charges upon 30 days written notice. In the event of notice of a fee increase, Customer may terminate this Agreement by providing 30 days notice to E-xact from the date the Customer receives notice of a fee increase.

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