

MERCHANT AGREEMENT

Payment Source Inc.
365 Evans Avenue, Suite 301,
Toronto, ON M8Z 1K2
Email: sales@nowprepay.ca Customer Support: 1-800-253-2111



New Agreement Change of Ownership Change of Information

Merchant Account Information (Hereafter referred to as the "Merchant")			
Legal Business Name: (Same as void cheque)		Type of Business: <input type="checkbox"/> Sole <input type="checkbox"/> Corporation <input type="checkbox"/> Other (please specify): _____	
Business Registration Date: ____/____/____ (MM/DD/YYYY)		Existing Site ID (if applicable):	
Store Opening Date: ____/____/____ (MM/DD/YYYY)		<input type="checkbox"/> Check if Store Information is same as Business Information	
Business Number, or Corporate Number:		Store Name (operating as):	
GST/HST Number:		Store Address:	
PST Number (if applicable):		Store City:	
Business Address:		Store Province/Territory:	Postal Code:
Business City:		Store Phone:	
Business Province/Territory:		Store Manager Name:	
Business Postal Code:		Store Manager Email:	
Business Owner Name:		Store Manager Phone:	Mobile:
Business Owner Phone:		Billing Contact Name:	
Business Owner Mobile:		Billing Contact Phone:	Mobile:
Business Owner Email:		Billing Contact Email:	
Additional Contact Information - Please list authorized personnel that can request information and make changes to your account if different from signatory.			
Name (1):		Email (1):	Phone # (1): () -
Name (2):		Email (2):	Phone # (2): () -
Existing Merchant: <input type="checkbox"/> No <input type="checkbox"/> Yes; Merchant ID:		Existing Location: <input type="checkbox"/> No <input type="checkbox"/> Yes; Location ID:	
Change of Ownership Date (if applicable): ____/____/____ (MM/DD/YYYY)		Account Initialization: <input type="checkbox"/> \$50.00 one-time fee: WAIVED	
Rate Schedule (refer to Schedule A):		Convenience Fee: \$1.00 will apply on all Wireless Products	
Gift Card Program (GCP) including Long Distance POSA: <input type="checkbox"/> No <input type="checkbox"/> Yes: \$1.50 per week (includes auto-replenishment of all cards)		Rack Type for Gift Card Program: <input type="checkbox"/> Not Required <input type="checkbox"/> Counter - 18 Peg (free) <input type="checkbox"/> Floor - 48 Peg (\$100.00 one-time fee) <input type="checkbox"/> Floor - 60 Peg (\$100.00 one-time fee) <input type="checkbox"/> Other (please specify): _____	
Internal Use Only:			
Key Account:		Salesperson:	
Channel:	Parent Account ID:	Lead Source:	Referred By:
Type: <input type="checkbox"/> Wi-Fi/Android Terminal <input type="checkbox"/> Web App <input type="checkbox"/> IP Terminal <input type="checkbox"/> Dial Terminal		Static IP? <input type="checkbox"/> No <input type="checkbox"/> Yes: IP Address: _____ DNS: _____ Gateway: _____	
Does the Merchant offer Money Remittance? <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify: <input type="checkbox"/> Western Union <input type="checkbox"/> MoneyGram <input type="checkbox"/> RIA <input type="checkbox"/> Other _____			
Shipping Details (special instructions) /Additional Notes:			
Third Party Determination: <input type="checkbox"/> No <input type="checkbox"/> Yes <small>For the purpose of this section, a "Third Party" is a person (individual or company or organization) other than the merchant/business of this Merchant Agreement that receives face value funds and/or commission fee settlement from Payment Source. Example of a Third Party: Payor, Executor, Power of Attorney.</small>		Politically Exposed Person or Head of an International Organization: <input type="checkbox"/> No <input type="checkbox"/> Yes <small>Is the contract signatory a politically exposed person or the head of an international organization? (See reverse "Politically exposed person" or "Head of an International Organization")</small>	
Signature:	X	Date signed: (MM/DD/YYYY)	Home Address: (Please Print)
		Date of Birth (MM/DD/YYYY)	
Name: (Please Print)		Occupation: (Please Tick or Specify) <input type="checkbox"/> Owner <input type="checkbox"/> Manager Other: _____	
By attesting, signing, and submitting this completed Merchant Agreement, ("Agreement") the Merchant hereby grants permission to Payment Source Inc. ("The Company") to acquire a credit report from time to time, exchanging certain personal information with 3rd parties for the purposes of identity verification, and to contact credit references from time to time, including the Merchant's bank. The Company and the Merchant agree to the Terms and Conditions in the overleaf and on the Direct Payment Service Enrollment Authorization Form attached (if applicable). By accepting, and processing the information provided on this Merchant Form, no binding agreement is made between The Company and the perspective Merchant. The Company reserves all rights, in its sole discretion, to approve or deny any person or entity from becoming a Payment Source Merchant. *Unless otherwise specified, Billing Delivery will default to Web Report.			

1.0 Term and Termination

The Agreement shall commence as of the date on the Agreement and shall remain in effect until termination by the Merchant or Company. All Company assets are to be returned in good working order, including, but not limited to racks, cards, and terminal equipment within 30 days of termination. The Company may terminate this Agreement immediately or suspend performance here under upon the occurrence of i) an event of default or in the event any PAD debit "bounces" due to insufficient funds or Merchant intervention ii) in the event The Company determines it is necessary in order to protect The Company's business or good name iii) merchant fails to achieve minimum sales targets as set from time to time by The Company iv) merchant is in breach of any other provision of this Agreement and fails to remedy such breach within seven (7) days after receiving notice from The Company of such breach. Upon termination, Merchant shall cease selling the products and return to The Company all equipment and supplies, return all Point of Presence Materials, and pay all sums due under this Agreement. If Merchant fails to do so within sixty (60) days, The Company shall be entitled to charge the merchant for any equipment or displays not returned or returned in a damaged state.

2.0 Obligations of The Company

During the term of this Agreement, The Company shall:

- (a) give to the Merchant such assistance as is required by the Merchant;
- (b) provide timely delivery of products and services;
- (c) provide business hours support to the Merchant;
- (d) provide best practice information relating to products and services;
- (e) inform Merchant of new and ongoing prepaid fraud scenarios and fraud prevention and best practice guidelines
- (f) provide settlement of payments and associated reporting.

3.0 Obligations of the Merchant

During the term of this Agreement, the Merchant shall:

- (a) use its best efforts to advertise and promote the products, including installation of terminal upon receipt;
- (b) use the forms provided by The Company from time to time to market and sell the products;
- (c) understand that, if applicable, they are enrolled in the Gift Card Program Fee (GCPF) which includes auto replenishment of gift, financial, and long-distance cards. The GCPF of \$1.50 (one dollar and fifty cents) will be charged to the Merchant weekly;
- (d) understand that a weekly non-usage fee of \$2.50 (two dollars and fifty cents) will be charged if weekly sales do not total \$10.00 (ten dollars) or more (excluding Webstore or Web Services Merchants);
- (e) agree that they will only apply the convenience fee to appropriate products as described on the voucher;
- (f) ensure that the Merchant has the appropriate fraud and anti-money laundering training in place;
- (g) refrain from ever providing PIN information over the phone, regardless if the caller says they are employed by The Company or the Product Vendor;
- (h) acknowledges that any product, whether PIN (personal identification number) or POSA (point of sale activation), once activated cannot be refunded;
- (i) be responsible for all transactions printed using The Companies services, including but not limited to transactions obtained fraudulently, or through theft;
- (j) refrain from damaging, altering, modifying, repairing or servicing the Terminal without the previous written consent of The Company;
- (k) remain fully responsible for the repair or replacement costs associated with damage to the Terminal that is due to (but not limited to) neglect or misuse;
- (l) refrain from selling, distributing or promoting products that are in direct competition with The Company products;
- (m) be responsible for any and all taxes, deductions and remittances it is required to make under Canadian law in connection with the sale of products. Merchant agrees to save harmless and indemnify The Company from and against all claims, charges, taxes, penalties or demands which may be made by any government authorities with respect to Merchant's compliance or lack thereof with Canadian law;
- (n) agree to be included any online store locator. You have the right to be removed from the store locator by contacting Customer Service;
- (o) agree that if you have provided The Company with a valid email address, you have given the Company consent to send electronic messages regarding your service, including but not limited to product updates, server maintenance updates, newsletters, fraud warnings, and other notifications. You have the right to be removed or opt-out from non-service oriented electronic messages by contacting Customer Service;
- (p) accepts that all reporting and invoicing is accessible only through The Company's secure web portal and/or via email.

4.0 Product Payment

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

5.0 Product Offering

The Company reserves the right from time to time to (i) discontinue or to limit its production or deliveries of any products; (ii) change any product discounts as found on the Schedule A; (iii) alter the design or the construction of any products; (iv) add new and additional products and (v) to replace its hardware, software and service providers with alternative products and services, provided however that The Company shall not so significantly

exercise such right in connection with the products and/or services so as to negatively impact the ability of the Merchant to sell the products. The company maintains ownership of all hardware and software and reserves the right to remove the equipment at any time.

6.0 Representation, Warranties and Covenants

The Parties represent and warrant to each other as follows:

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

7.0 Indemnity

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

8.0 Limitation of Liability

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

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

9.0 Assignment and Notification

The Merchant shall not be permitted to assign its rights in this Agreement to any other person or party without the prior written consent of The Company having been obtained. The Company shall be permitted to assign its rights in this Agreement to any other person or party without prior written notice to The Merchant. No modification or amendment to this Agreement shall be valid or effective unless set forth in writing.

10.0 Severability

If a term, covenant or condition of this agreement is held to be invalid or unenforceable, the remainder of this agreement will remain in force and effect.

11.0 Headings

The headings contained in this agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of the agreement or any provision of it.

12.0 Politically Exposed Person

A politically exposed foreign person is an individual who holds or has ever held one of the following offices or positions in or on behalf of a foreign country:

- a head of state or government; a member of the executive council of government or member of a legislature; a deputy minister (or equivalent); an ambassador or an ambassador's attaché or counsellor; a military general (or higher rank); a president of a state-owned company or bank; a head of a government agency; a judge; or a leader or president of a political party in a legislature.

A politically exposed foreign person also includes the following family members of the individual described above: mother or father; child; spouse or common law-partner; spouse's or common-law partner's mother or father and brother, sister, half-brother or half-sister (that is, any other child of the individual's mother or father).

13.0 Head of an International Organization

The head of an international organization is a person who is either:

- the head of an international organization established by the governments of states; or
- the head of an institution established by an international organization.

14.0 Identity Verification

We have engaged Securefact Transaction Services Inc. (Securefact™) to provide this verification for us. To verify your identity, your personal information will be matched with the information contained in your Credit File Report and other third-party sources. You also consent to your personal information being compared to records maintained by third parties, including telecom and other service providers, and you consent to those third parties providing personal information to us and our third-party suppliers for the purpose of identity verification. By signing and submitting this Merchant Application with your information, you confirm your consent to Securefact collecting, using, disclosing, and storing your personal information for the purpose of this verification. This is a soft inquiry and will not affect your credit score or be visible to other financial institutions.

Initial: _____ Date (MM/DD/YYYY): _____



DIRECT PAYMENT SERVICE - AUTHORIZATION FORM

- Instructions:
1. Fill in all applicable fields
 2. Sign where necessary
 3. Attach a void cheque and email to sales@nowprepay.ca

Legal Business Name (Must be same as on Merchant Agreement):		Store Name (operating as):	
Address:			
City:	Province/Territory:	Postal Code:	
Owner Name:	Owner Phone Number:	Owner Mobile:	
Existing Merchant: <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify Merchant ID:			
Effective date of bank change: ____ / ____ / ____ (MM/DD/YYYY)			

I/WE AUTHORIZE Payment Source Inc. (PSI) (THE COMPANY) *

Address: 365 Evans Ave, Suite 301	City: Toronto	Province: Ontario	Postal Code: M8Z 1K2
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* To Debit My/Our Account **

Bank Number:	Transit Number:	Account Number:
<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank/Branch Name:		
Branch Address:		
<ul style="list-style-type: none"> • YOU MUST ATTACH A COPY OF YOUR VOID CHEQUE OR PAD FORM. • IF VOID CHEQUE OR PAD IS IN A DIFFERENT BUSINESS NAME, ADDITIONAL AUTHORIZATION WILL BE REQUIRED. • PREPRINTED BUSINESS CHEQUES OR BANK LETTER (ON BANK LETTERHEAD, SIGNED AND STAMPED BY BRANCH MANAGER/EMPLOYEE) ONLY. 		

** For all funds owing for products and services purchased from The Company that have been invoiced for, but not yet collected to a maximum of once daily.

DIRECT PAYMENT SERVICE TERMS AND CONDITIONS

1. I/WE will notify The Company in writing of any changes in the account information or termination of this authorization at least thirty (30) days in advance of the change.
2. I/WE agree that termination of this authorization does not affect my/our obligation to pay for goods or services contracted for/with The Company.
3. I/WE agree to pay all amounts due to The Company as invoiced according to the products/services provided by The Company as per the obligations of Merchant under this Agreement.
4. I/WE agree to pay a \$35 fee to be charged at The Company's sole discretion in each event that an attempt to collect funds in accordance with this authorization is unsuccessful due to insufficient funds (NSF) or an action by the retailer or retailer's financial institution to prevent such collection.
5. My/Our financial institution will treat each debit as if I/WE had personally issued a written direction authorizing The Company to debit the amount(s) specified to my/our account and need not verify that payments are drawn in accordance with this authorization.
6. I/We understand the following billing periods include but are not limited to:
 - (a) Twice a week:
 - i. Monday to Wednesday, invoiced and billed Thursdays; and
 - ii. Thursday to Sunday, invoiced and billed Monday; or
 - (b) Daily: invoiced daily and billed next business day
7. I/WE understand that any debits charged to my/our account will be reimbursed if:
 - (a) the debit was not drawn in accordance with this authorization;
 - (b) this authorization has been terminated; or
 - (c) the debit was posted to the wrong account due to invalid/incorrect account information supplied by The Company by giving notice in writing to my/our branch of account within ninety (90) days of the debit to my/our account.
8. I/WE acknowledge that delivery of this authorization to The Company constitutes delivery to my financial institution.
9. I/WE warrant that all persons whose signatures are required to sign on this account have signed this authorization.
10. I/WE have read and understood the terms of this authorization and acknowledge receipt of a copy thereof.
11. I/WE have certain recourse rights if any debit does not comply with this agreement. For example, I/WE have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. For more information on my/our recourse rights, I/WE may contact my/our financial institution or visit www.cdnpay.ca.
12. I/WE agree that with respect to PAD payments and their frequency, it is sporadic.
13. I/WE agree to waive the pre-notification requirement set out in Section 11 of Appendix II of rule H1 of the Canadian Payments Association. A signed authorization form will be used to constitute valid Authorization for any changes to debit the account.

Name of Account holder: (Please Print)	Signature	Date
	X	____ / ____ / ____ (MM/DD/YYYY)
Name of Joint Account holder: (Please Print)	Signature	Date
	X	____ / ____ / ____ (MM/DD/YYYY)

* For joint accounts, all depositors must sign if more than one signature is required on cheques issued against account.