



E-xact Transactions Ltd.
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E-xact Transactions Limited

Welcome to E-xact Transactions Ltd., we look forward to the opportunity to provide you with Payment Transaction Processing services. When you sign up for our services, we enable software which is integrated into HAMILTON MANUFACTURING applications to process transactions in Real-time (typically between 3 and 5 seconds).

In addition to providing transaction-processing software, we also give you access to detailed transactional audit information through Member Services, our web based reporting tool. Within Member Services you will find detailed information on each transaction, downloadable account activity reports, a transaction search tool, Point of Sale terminal functions, and Deposit Reports.

Customer Registration Process – HAMILTON MANUFACTURING

The following information provides a step-by-step guide to successfully register for credit card transaction processing services. Note that we will not be able to process your application in a timely manner with incomplete information. If you have any questions please contact E-xact Customer Service.

Bank or ISO: In addition to having a depository business account relationships, you will require a relationship with a Merchant Account Provider. In Canada the primary providers of Merchant Accounts are Moneris, Paymentech, Global Payments and TD Canada Trust/First Data. In the United States Merchant Accounts are available for either Banks or ISOs.

Merchant Account: A merchant Account is required to enable you to accept credit cards as a form of payment. E-xact Transactions can work with many, but not all, Merchant Account providers. In the United States, if your merchant account provider can create a Virtualnet (or VISAnet) profile then the account can be supported on the E-xact Gateway; however, E-xact continues to work on adding support for additional Merchant Account platforms. In Canada E-xact can support Merchant Accounts from all of the providers. If you have any questions please contact E-xact's Customer Service Department at support@e-xact.com, or 1-877-303-9228 and press 1.

There are three primary types of Merchant Accounts. The most common is a Card Present account, which is used in those situations where you will be accepting cards in person, and where you can "swipe" the card so that the magnetic strip on the back of the card can be read. A Mail Order/Telephone (MOTO) account is required when you are taking credit card payments over the phone, such as in a call center. An Internet Merchant account is only required if you are accepting payments through a web-site.

Please note that although the credit card transactions are being routed over the Internet, you do not need an Internet Merchant Account unless you are accepting Credit Card payments through a web site.

PLEASE NOTE: It is recommended that you get your Merchant Account information to E-xact as soon as possible so that we can make sure that we have all of the necessary information to properly set up an Account for you.



Internet Connection: E-xact's credit card software connects to the Authorization networks over the Internet through a secured connection that is created by a sophisticated encryption algorithm within E-xact's software.

SSL Certificate: If you will be accepting credit card payments through a web site you will usually require an SSL certificate. E-xact does not provide SSL certificates

POS System: In order to use E-xact's services, you require either E-xact's stand-a-lone software EPOSLite or E-batch or a Point of Sale application system with E-xact's software integrated. **HAMILTON MANUFACTURING** has integrated our software into their systems for the purposes of accepting payments for credit cards. E-xact's EPOSLite is a Windows Desktop application that emulates the function of a credit card terminal. EBatch is a Windows Desktop application that can be used to automate batch processing of payment transactions. Please contact E-xact if you would like information on these two applications.

E-xact Gateway ID: To connect your point of sale environment to the financial networks that provide authorizations, you will require an E-xact Gateway ID and password. An E-xact Gateway ID and password will be provided once we have set up your account on our Payment Gateway. HAMILTON MANUFACTURING will provide you with instructions on how to enter this information into their system. Your E-xact Gateway should be kept confidential because it enables real-time transaction processing.

Multiple IDs: E-xact can provide multiple E-xact Gateway IDs if you require detailed levels of reporting in addition to by merchant account. A Gateway ID can be assigned to an individual, POS Station, Department, location on other criteria you may require. E-xact includes a limited number of E-xact Gateway IDs with each account. Please contact E-xact Customer Services should you require additional IDs, or if you have any questions.

Account Administrator: The E-xact Account administrator should be the individual who has authority to enable access to E-xact's web based reporting tool called Member Services. The Account Administrator will have the ability to add and delete individual users and to manage user ids and passwords.

Member Services: Member Services includes detailed transaction data such as, authorization, pre-authorization, settlements, and refund, time, date, name, and authorization numbers. In addition, capabilities for; user defined reference fields, refund restrictions; duplicate transaction detection and fraud prevention tools are provided. Standard activity and deposit summary reports are available, as well as, the ability to dynamically search transaction details and account activity. Reporting on transactions can be configured to reflect Merchants time zone requirements for billing and settlement where this capability is made available by the merchant's processor. The Merchant Administrator can also configure contacts to receive Daily or Monthly deposit reports or Alert notifications by email.

Member Services also includes a Virtual Point of Sale terminal capability allowing a merchant to take action on a transaction through the E-xact system web site from any Web Browser. The Member Services system is available 24x7, and is accessed with a secure username and password. The interface is intuitive, easy to read, and is SSL protected.

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



Steps to registering with E-xact:

1. Complete the **Merchant Registration** form and **Transaction Processing Agreement** including all required bank and contact information. The Merchant Registration document is used to capture your Merchant Account and banking information, billing information, and names of individuals who will require access to your E-xact Account. The Transaction Processing Agreement is our legal document and we need EVERY PAGE of the agreement.

Without completed documents we will be un-able to set up your account in a timely manner.

2. The completed documentation can be sent to E-xact as follows:

Mail: E-xact Transactions
ATTN: Customer Service
228 West 7th Ave
Vancouver, BC, V5Y 1M1
Canada

Fax: 604- 694-1677

3. E-xact's Customer Service team will review the application and contact you within 1 to 2 business days, should the document be incomplete we will ask you to provide additional information as required.
4. Once we have accepted your application, registration takes approx. 2-5 business days. Following are the steps to registration:
 - a) We establish your accounts on our **payment gateway**.
 - b) Once the payment gateway account is set up, we provide gateway identification (E-xact Gateway IDs) codes to access our software.
 - c) We provide Logins and passwords for **E-xact's Member Services**. E-xact's Member Services back-office gives them access to our virtual Point-Of-Sale and account, transactional information. *To add more individuals to E-xact's Member Services the customer can email Contact's details to comments@e-xact.com
5. If you have any questions, please call our Toll-free number 1-877-30E-XACT (1-877-303-9228) or email us at comments@e-xact.com. Customer Support Hours of Service are: Mon-Fri 8:30 AM to 5pm PST.



E-xact Merchant Registration

Section 1: Company Information

Company Name: _____
Main Address: _____
City: _____ State/Province: _____
Zip/Postal Code: _____
Country: _____
Telephone: _____
Fax: _____
Web Site/URL: _____

Billing Address: Please fill in, if different from Primary address.

Attn: _____
Address _____
City _____
State/Province _____
Zip Code _____
Country _____
Tel: _____
Fax: _____

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

Name: _____
Title: _____
Tel: _____
Email: _____

E-xact Merchant Administrator:

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

Name: _____
Title: _____
Tel: _____
Email: _____

Distributor Name (If applicable): _____ **Contact Name:** _____

In some cases customers work Distributors or Integrators to implement systems that include E-xact's technology. Contact information for these organizations can assist E-xact in providing support to your company.










Section 2: Merchant Bank information
FOR DOMESTIC CANADIAN MERCHANT ACCOUNTS ONLY

Please Note: If you have US dollar accounts with American Merchant Service Organization(s), please complete Section 3.

USD Non-bank (Private Label) cards (Non-Visa/MasterCard) require an association with Visa/MasterCard Financial Institutions in the United States in order for E-xact to process them. The Visa/MasterCard institution needs to add the merchant account information for your Private Label cards to the terminal profile that they create for your Visa/MasterCard accounts. The Private Label cards must also be flagged on the Visa/MasterCard profile on E-xact's system.

For further information please contact E-xact and/or refer to Section 3.

PLEASE FILL IN THE FOLLOWING TABLE

Card Type	Merchant Account Institution Name	Merchant Account Number	Transit # for Deposit	Account # for Deposit
 Visa CDN				
 MasterCard CDN				
 AMEX CDN				
 Diner's Club CDN				
 JCB CDN				
 Visa USD				
 MasterCard USD				
Merchant Account Provider Contact:				
Merchant Account Provider:				
Sales Rep Name:				
Phone:			Email:	

The following information needs to be completed for those Merchants with Moneris Merchant Accounts.

PLEASE NOTE: Your Moneris merchant account(s) **MUST** be created on Moneris' Western database to work with E-xact's systems. Please request your Moneris merchant services representative to set up your accounts on their Western database

Moneris Customers Only		
Please provide an ECR/Terminal ID number provided by Moneris for set up of your accounts. ECR is required by E-xact.		
Terminal ID - ECR/Device 66 for CAD account(s)	66 _____	(8 digit length beginning with 66)
Terminal ID - ECR/Device 66 for USD account(s)	66 _____	(8 digit length beginning with 66)
The Moneris ECR/Terminal ID is a set up by Royal Bank/Moneris in association with your Visa account(s). Only provide E-xact with an ECR number if you have a Visa Moneris account. If you plan to use a different bank's Visa account we do not require the ECR number.		
Please confirm with Moneris that all other merchant accounts (ie MasterCard, AMEX) are associated with your Visa terminal. If these card account(s) have not been switched on to your Moneris Visa terminal you will not be able to process that card type via E-xact/Moneris. Please call Moneris at 1-800-268-8644 to confirm your terminal setup and /or request changes.		
Please Provide a Contact Name and Fax Number Where the New Production Gateway Codes Should Be Sent Upon Completion By E-xact		
Fax Contact Name:		
Fax Number:		

Section 3: Billing Information

NOTE: E-xact accepts payment **only** via credit card or Pre-approved Payment (PAP) from your company's bank account. Please complete the following information so that we can properly set up your account.

Activation Fee Information

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

Account Activation Fee\$79.50 CAD (75.00 plus 6% GST)

I will pay E-xact Transactions \$79.50 CAD by either:

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

Name on Card: _____

CC no. _____ Expiry Date: (MMYY) _____

- Check.** Please note: your account registration will commence once we have received and processed your check.



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:

- 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: _____

Or,

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



E-XACT TRANSACTIONS TRANSACTION 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 228 West 7th Ave., Vancouver, BC, V5Y 1M1, Canada, and _____ (the "Customer"), 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

- (b) E-xact hereby agrees to deliver to Customer; transaction processing services to process credit card payments ("Services"). Additional services may be necessary to processing re-runs or any other additional work arising from Customer's input data which is incorrect, incomplete, or improperly formatted (the "Additional Services").
- (c) E-xact will make commercially reasonable efforts to provide:
 - (i) Access for transactions generated at Customer devices 24 hours per day, 7 days a week, except for Planned Outages.
 - (ii) Notification to Customer three business days in advance of any Planned Outages which if possible will be limited to Sundays or Mondays, 12:00 am to 8:00 am Pacific Standard time
 - (iii) Reasonable telephone support services Monday through Friday, 9:00 am to 5:00 pm Pacific Time.
- (d) Six months following the release of an update of the Software, technical support of the prior version will cease

2. Customer Obligations

Customer will:

- (a) Complete registration details attached hereto and provide, all hardware and software required to use the Services.
 - (b) Meet all other technical specifications set out in Schedule A attached hereto. and give 3 days advance notice of Customer changes that would affect transaction processing. . On receipt of five day's advance notice, Customer will comply with all other reasonable additional requirements that E-xact may require. Customer may terminate this Agreement effective the date which is five business days following receipt of the notice of the additional requirements.
3. **Certification:** Upon completion of installation and testing by E-xact, Customer will be issued a terminal identification number authorizing and enabling Customer to use the Services ("Certification"). After Certification, testing is Customer's responsibility. Failure to issue a Certification within five days of this agreement will automatically terminate this agreement.
4. **License:** Customer is hereby granted a non-exclusive, non-transferable license during the term of this Agreement to use the Software to access the Services and for no other purpose. Customer shall not exceed the authorized use of, modify, translate, de-compile or reverse engineer and copy (except for regular back-up) the Software.



5. **Payment:**

- a) Schedule B sets out the fees for the Services, Additional Services and Software Modification requested by Customer.
- b) Automated Customer payment shall be by valid credit card, an electronic funds transfer or the pre-approved payment solution described in Schedule B. E-xact can obtain payment using its payment processing solution and direct relationship with Customer without relieving Customer of its obligation to make payments on time and in accordance with the terms of this Agreement.
- c) If any amount owing under this Agreement becomes more than three days overdue, E-xact may without notice suspend performance of the Services until payment is made proceedings.
- d) 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).
- e) Customer shall reimburse E-xact for all collection proceedings including reasonable legal fees to obtain payment.

6. **Terms and Termination**

- a) Unless otherwise terminated pursuant to Sections 3, 6 and ten and clause 2(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 30 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 non-payment by Customer) 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 to correct such default has been given.
- c) Customer terminating this Agreement, for any reason(s) other than the above, may do so upon 30 days written notice sent by facsimile, electronic mail or regular mail.
- d) Except in the case of a breach of the Agreement by E-xact, an administrative fee will be charged to terminate an account. Twenty-five dollars Canadian will apply to notices received from the 1st to the 15th of the month. Fifty dollars Canadian will apply to notices received from the 16th to the end of the month.

7. **Confidentiality**

Customer's 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.

8. **Liability**

E-xact makes no representations or warranties of any nature whatsoever, either express or implied, with respect to the Services or its obligations and is not responsible for any damages, whether in contract or tort, arising out of this Agreement for any reason. Customer agrees the maximum liability of E-xact to the Customer and Third Parties for whatever reason arising from an order of a court of competent jurisdiction, is limited to liquidated damages of US \$100 and no more. This remedy is exclusive.

9. **Continuation of Obligations**

The provisions of paragraphs 5, 7 and 8 survive the termination of this Agreement and will thereafter remain in full force and effect.



10. Changes to Agreement

E-xact may modify this Agreement and its pricing schedules provided that at least 30 days prior written notice of each modification is given to Customer. Customer may then terminate this Agreement upon 15 days written notice.

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. 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 either party without the prior written consent of the other party. All amendments to this Agreement, other than those provided for in Section 10, 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 Ltd

By (signature): _____

Signature Name (please print): _____

(Position): _____

Company Name (insert name): _____

By (signature): _____

Signature Name (please print): _____

(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 Web Site 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:

Service	Description	One-Time Account Setup Fee	Monthly Transaction Fees
Initial E-xact Payment Gateway ID(s)	Payment Gateway (5 E-xact IDs are included in initial setup)	\$75.00	\$25.00

Transaction Fees:

Transactions per month	Description	Fees
0-200	Included with each Payment Gateway	No Charge
201 plus	Additional transactions per month	6 cents per transaction

For merchants with account providers other than Moneris or Paymentech:

Service	Description	One-Time Account Setup Fee	Monthly Transaction Fees
Initial E-xact Payment Gateway ID(s)	Payment Gateway (5 E-xact IDs are included in initial setup)	\$75.00	\$25.00

Transaction Fees:

Transactions per month	Description	Fees
0-100	Included with each Payment Gateway	No Charge
101 plus	Additional transactions per month	15 cents per transaction

Account Administration Fee Schedule:

Service	Description	One Time Fees	Monthly Fees
Payment Gateway Addition	Addition of a new gateway to an existing E-xact Account	\$50.00	-
Card Addition	Addition of a new card type to an existing gateway	\$25.00	-
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	-

Initial Here _____