

E-xact Transactions (Canada) Ltd.

Welcome to E-xact Transactions (Canada) Ltd. We enable software integrated into HAMILTON machines to process transactions in real-time (between 3 and 5 seconds).

In addition to providing transaction-processing software, we also give you access to detailed transactional information through RPM, our web based reporting tool.

We look forward to providing you with transaction processing services.

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 Support.

Bank or ISO: In addition to having a deposit business account, you will require a merchant account provider. In the United States merchant accounts are available from Banks and ISOs.

Merchant Account: A merchant account is required for you to be able to accept credit cards. 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 TSYS, First Data (Compass), or Chase Paymentech Tandem profile then the account can be supported.

The most common type of merchant account is a Card-Present (Retail) account, which is what the Hamilton equipment will use. In this case the card is "swiped" to read the magnetic strip on the back of the card.

If you intend to use Hamilton's RFID or Wash Club solution, a second E-commerce merchant account will be required. Please include both merchant profiles with this document.

PLEASE NOTE: It is recommended that you get your merchant account information to E-xact as soon as possible so that we have all of the necessary information to set up an account for you.

Internet Connection: E-xact connects to the authorization networks over the Internet via a secure connection created by an encryption algorithm within the software.

E-xact Gateway ID: To connect one location (using either one DAN or multiple HTK machines) to the financial networks that provide authorizations, you will require only one (1) E-xact Gateway ID and password. These will be provided once we have set up your account. HAMILTON MANUFACTURING will provide instructions on how to enter this into the DAN or HTK. Your E-xact Gateway credentials should be kept confidential because they enable real-time transaction processing.

Multiple IDs E-xact can provide multiple Gateway IDs if you are operating MULTIPLE DAN or HTK machines or car wash locations. You will require an E-commerce merchant account if you plan to use Hamilton's RFID, or Wash Club solutions.

Merchant Admin: The E-xact Merchant Administrator should be designated as the individual who has authority to enable access to E-xact's website, RPM. The Merchant Administrator has the ability to add and delete individual users and manage user ids and passwords.

RPM: RPM includes detailed transaction data such as authorization date and time, cardholder name, refund restrictions, duplicate transaction detection, and fraud prevention. Activity and deposit summary reports are also provided as well as dynamic search tools. Reporting can be set up to reflect merchant time zone requirements for billing and settlement. The Merchant Administrator can also configure users to receive Daily or Monthly deposit reports and/or Alert notifications by email.

RPM also includes a Virtual Point of Sale for merchants to process transactions from any browser. The RPM system is always available and accessible with a secure username and password. The interface is intuitive, easy to read, and TLS-protected.

For more details visit the Help section within RPM.

The 4-Step Registration Process:

1. Complete the **Merchant Registration** document. This document contains forms for your merchant account and banking information, billing details, and name of the individual you will designate to be the administrator of your E-xact Account. This is a legal document; every page must be completed and returned.

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

2. The completed document can be sent to E-xact by e-mail, fax or by mail. Do NOT send this document to Hamilton.

E-mail: support@e-xact.com

Fax: 604-694-1677

Mail: E-xact Transactions (Canada) Ltd.
ATTN: Customer Service
200 - 128 West 6th Ave
Vancouver, BC, V5Y 1K6
Canada

We will not accept partial documents.

3. We will confirm your bank information and set up your account. We will contact you within 1 to 2 business days should the document be incomplete.

The account set up takes between 3 and 5 business days on average.

4. Once complete, E-xact will contact the Merchant Administrator on the account with the new **Gateway credentials** for use with the Hamilton DAN or HTK. They will also receive their user ID and password for accessing the Realtime Payment Manager (RPM) website.

If you have any questions about completing this form, please contact us:

Ph: (604) 691-1670, option 1

Toll Free: 1-877-303-9228

Email: support@e-xact.com.

Customer Support Hours of Service are: Mon-Fri 7:30am to 5:30pm PST.

E-xact Merchant Registration
Section 1: Company Information

Company Name: _____
Main Address: _____
City: _____ State/Province: _____
Postal Code: _____
Country: _____
Telephone: _____
Fax: _____

Billing Address: Please fill in, if different from Primary address. Attn: _____ Address _____ City _____ Province _____ Postal Code _____ Country _____ Tel: _____ Fax: _____
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Accounting Contact: Please provide the contact person for all accounts payable matters.

Name: _____
Title: _____
Telephone: _____
Email: _____

Merchant Administrator Login:

E-xact will add one Merchant Administrator Contact. This is the contact that will have the ability to add, delete, and modify login credentials for all other contacts on the E-xact RPM web interface.

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

Please indicate if you intend to use Hamilton's RFID or Wash Club Solutions:

RFID Wash Club Neither

Section 2: Merchant Bank information
Please complete the appropriate section (2a, 2b, or 2c)

Section 2a: Moneris or Global Payments

Card Type	Merchant Account Institution Name	Merchant Account Number	Transit # for Deposit	Account # for Deposit
Visa CDN				
MasterCard CDN				
AMEX CDN				

Merchant Account Provider Contact:

Business Address - (ALL FIELDS REQUIRED)

Street:

City:

Province:

Postal Code:

Tel:

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 Exact 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.**

Section 2b: Chase Paymentech

Chase Paymentech TANDEM Profile

Please have your bank representative fill in the following information or provide a bank-issued Merchant Profile sheet.





***IMPORTANT:** Please ensure your merchant bank (or Chase Paymentech representative) has configured your profile to the following specifications:

Profile Type: **Tandem**
 Terminal Type: **Host Capture**
 Setup Type: **NetConnect**
 NetConnect User ID: **EXACTPROD**
 NetConnect Password: Not Applicable (Password is sent by E-xact's systems)

Merchant Account Provider:
Sales Rep Name:
Tel:
Email:

TANDEM PROFILE – (ALL FIELDS REQUIRED)

Name	Value
PNS Merchant Number (12-digits):	
PNS Client Number (4-digits):	
Visa Merchant Number (Visa/MC 12-digits)	
Terminal Number (3-digits)	
Time Zone (Pacific, Mountain, etc.)	

Card Types setup on Merchant Bank Terminal:	
<input type="checkbox"/>  Visa	<input type="checkbox"/>  American Express
<input type="checkbox"/>  MasterCard	<input type="checkbox"/>  Discover
Business Address - (ALL FIELDS REQUIRED)	
Street:	
City:	Province:
Postal Code:	Tel:

If you or your bank sales representative have any questions please contact E-xact Customer Service.

Section 2c: First Data (Compass)

First Data COMPASS Profile

If your merchant bank is not compatible with Moneris, Chase Paymentech, or Global Payments, E-xact Transactions can also process on First Data's **Compass** Platform (North back-end).

Please have your bank representative fill in, or provide you with the following information; alternatively, you may provide a bank-issued Merchant Profile sheet, instead.

PLEASE FILL IN THE FOLLOWING:

Merchant Account Provider:





Sales Rep Name:

Tel:

Email:

FIRST DATA COMPASS PROFILE – (ALL FIELDS REQUIRED)

Required Field	Value
Merchant DBA Name:	
Merchant Number (12-digits):	
Compass Division ID:	
BIN Number:	
SIC/MCC Code:	
Postal Code:	
Time Zone (Pacific, Mountain, etc.)	

Card Types setup on Merchant Bank Terminal:	
<input type="checkbox"/>  Visa	<input type="checkbox"/>  American Express
<input type="checkbox"/>  MasterCard	<input type="checkbox"/>  Discover
Business Address - (ALL FIELDS REQUIRED)	
Street:	
City:	Province:
Postal Code:	Tel:

If you or your bank sales representative have any questions please contact E-xact Customer Service.

Section 3: Billing Information

Activation Fee Information

Please include your Activation Fee payment with your registration. Payment will be noted on your first E-xact Invoice.

Account Activation Fee\$75.00 CAD (+ \$3.75 GST = \$78.75 CAD Total)
Applicable Taxes.....5% GST is applicable

I will pay E-xact Transactions \$78.75 CAD by either:

- Credit Card.** Automatic charge to your credit card.

We **only** accept Visa  & MasterCard 

Name on Card: _____

CC no. _____ Expiry Date: (MMYY) _____

- ACH.** Activation fee will be debited from the supplied bank account.

Monthly Recurring Fee Information

Monthly fees are outlined in Schedule B of this Registration Document. By signing this Document you agree to pay E-xact the fees outlined on a recurring basis.

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

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, or complete the section below:

- Bank Name _____
- Bank Account Number _____
- Routing Number _____

- Credit Card.** Automatic charge to your credit card.

We **only** accept Visa  & MasterCard 

Name on Card: _____

CC no. _____ Expiry Date: (MMYY) _____

Authorized Signature: _____

Printed Name: _____

Date Signed: _____ Company Position: _____

E-XACT TRANSACTIONS TRANSACTION PROCESSING AGREEMENT

This Transaction Processing Agreement (the "Agreement") is entered on this _____ day of _____ 201_ between E-xact Transactions (Canada) Ltd. ("E-xact") with its principal place of business at 200-128 West 6th Ave., Vancouver, BC, V5Y 1K6, 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

(a) E-xact hereby agrees to deliver to Customer; transaction processing services to process credit card payments ("Services"). Additional services may be necessary to processing reruns or any other additional work arising from Customer's input data which is incorrect, incomplete, or improperly formatted (the "Additional Services").

(b) 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

(iii) Reasonable telephone support services Monday through Friday, 9:00 am to 5:00 pm Pacific Time.

(c) 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 CAD \$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 state's conflict of law 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 RETAIL (card present), MOTO (mail order/telephone), and CNP (card not present).

Initial Here_____

**SCHEDULE B
CHARGES**

All amounts are in Canadian dollars. GST is applicable.

For merchants with Moneris or 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	Per Transaction Overage Charge
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	Per Transaction Overage Charge
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
NSF Charge	For cheques 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 _____