

E-xact Transactions Ltd

Welcome to E-xact Transactions 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 Customer Service.

Bank or ISO: In addition to having a deposit business account, you will require a merchant account provider. In Canada the primary providers of merchant accounts are Moneris, Chase Paymentech, Global Payments and TD Canada Trust/First Data. 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 Virtualnet (VISAnet), or Chase Paymentech Tandem profile then the account can be supported. In Canada E-xact can support merchant accounts from the providers listed above.

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

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 non-RPM website.

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 properly 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 should be kept confidential because it enables 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. Three (3) E-xact Gateway IDs are included with each account. Additional IDs can be set up for an administrative fee.

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, capabilities for 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 available 24x7 and accessible with a secure username and password. The interface is intuitive, easy to read, and SSL-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 our legal document and we need EVERY PAGE.

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 mail OR fax. Do NOT send this document to Hamilton.

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

Fax: 604-694-1677

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.

This takes between 3 and 5 business days on average.

4. We will FAX your **Gateway and Password credentials** for the Hamilton DAN or HTK and your user ID and password for accessing the Realtime Payment Manager (RPM) website to the number you provide in the registration document.

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: sales@e-xact.com.

Customer Support Hours of Service are: Mon-Fri 8:30am to 5pm PST.

E-xact Merchant Registration
Section 1: Company Information

Company Name: _____

Main Address: _____

City: _____ State/Province: _____

Zip/Postal Code: _____

Country: _____

Telephone: _____

Fax: _____

□ **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 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: _____

Distributor Name (If applicable): _____

Contact Name: _____

In some cases customers work with 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 2a: TSYS Merchant Bank information

E-xact Transactions provides payment processing services only, and **does not issue merchant accounts**. Accounts should be obtained from the appropriate financial institutions. Make sure you have the appropriate type of merchant account.

VisaNet Profile (aka TSYS Profile).

Please have your bank sales representative provide the following information. Your bank can also provide you with a bank-issued VAR-Merchant Profile sheet instead of filling in this table.

PLEASE FILL IN THE FOLLOWING TABLE

Merchant Bank Name:	
Sales Rep Name:	Tel:
Email:	
VISANET (TSYS) PROFILE – (ALL FIELDS REQUIRED)	
Name	Value (TO BE FILLED IN BY YOUR MERCHANT BANK ONLY)
Acquirer BIN (6 Digits)	
Visa Merchant Number (Visa/MC 12 Digits)	
Store Number (4 Digits)	
Terminal Number (4 Digits)	
Merchant Category Code (MCC 4 Digits)	
Zip Code (City Code 7 or 12 Digits)	
Time Zone (3 digit code)	
Agent Number (Bank No. 6 Digits)	
Chain Number (6 Digits)	
Locator Code (5 Digits)	
Terminal ID Number (Vital No. 8 Digits)	
Processor	TSYS
Card Types setup on Merchant Bank Terminal:	
<input type="checkbox"/>  Visa	<input type="checkbox"/>  Diner's En Route
<input type="checkbox"/>  MasterCard	<input type="checkbox"/>  Discover
<input type="checkbox"/>  American Express	<input type="checkbox"/>  JCB
U.S. Business Address - (ALL FIELDS REQUIRED)	
Street:	
City:	State:
Zip Postal Code:	Tel:

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

Section 2b: Alternative Merchant Bank information

Chase Paymentech TANDEM Profile

If your merchant bank is not compatible with TSYS, E-xact Transactions can also process on Chase Paymentech's **Tandem** Platform.

Merchants with compatible bank accounts can have a Paymentech **Tandem** profile configured for them *instead* of using TSYS. 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)

PLEASE FILL IN THE FOLLOWING:

Merchant Bank Name:

Sales Rep Name:







Tel:

Email:

TANDEM PROFILE – (ALL FIELDS REQUIRED)

Name	Value
Currency:	<input type="checkbox"/> USD <input type="checkbox"/> CAD
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"/>  Diner's En Route
<input type="checkbox"/>  MasterCard	<input type="checkbox"/>  Discover
<input type="checkbox"/>  American Express	<input type="checkbox"/>  JCB

U.S. Business Address - (ALL FIELDS REQUIRED)

Street:	
City:	State:
Zip 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\$99.00 USD

I will pay E-xact Transactions \$99.00 USD by either:

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

We **only** 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

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.

- 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 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

(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 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.

(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 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 expresses 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 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 MOTO (mail order/telephone) and CNP (card not present).

Initial Here_____

**SCHEDULE B
CHARGES**

Setup Fee:

Service	Description	One-Time Account Setup Fee
Initial E-xact Payment Gateway ID(s)	Payment Gateway (3 E-xact IDs are included in initial setup)	\$99.00

Transaction Fee Plans:

Monthly Transaction Fees	Monthly Transactions Included	Per Transaction Overage Charge	Select Box HERE
\$0.00	0	\$0.14	<input type="checkbox"/>
\$24.99	400	\$0.060	<input type="checkbox"/>
\$199.99	3500	\$0.045	<input type="checkbox"/>
\$499.99	12000	\$0.030	<input type="checkbox"/>

Please select the monthly level of transactions to be billed per month in the above pricing table. Transaction amounts above the included level will be billed based on the per transaction overage charge as indicated.

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 (In addition to 3 included E-xact IDs)	\$50.00	\$5.00
Card Addition	Addition of a new card type to an existing gateway	\$25.00	-
Plan Change	Change your Transaction Fee Plan	\$49.99	-
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 _____