

Information Summary Box

<p>Date of contract(s)</p>	<p>Effective start date: Length of term:</p>
<p>Acquirer</p>	<p>Peoples Trust Company 888 Dunsmuir Street Vancouver, BC, Canada V6C3K4 1.844.304.2083 http://www.peoplespayments.com/</p> <p>Peoples Trust Company is EpicPay’s sponsor bank for clients operating in the Canada region.</p>
<p>Cancellation of contract(s) and applicable penalties</p>	<p>Merchant’s right to cancel</p> <p>Despite what the contract states on the merchant’s right to cancel, the merchant may cancel the contract without penalty in the event of:</p> <ul style="list-style-type: none"> • a fee increase, except one made in accordance with a pre-determined fee schedule in the contract; • the introduction of a new fee; or • a reduction in applicable interchange rates that is not fully passed on to the merchant. <p>To do so, the merchant must exercise this right within 90 days of the date of receiving notice of:</p> <ul style="list-style-type: none"> • the fee increase; • the introduction of a new fee; or • the reduction on the applicable interchange fees. <p>By sending notice to the acquirer to this effect to the person responsible for such matters under the contract for such matters.</p> <p>Other cancellation rights</p> <p>If the Merchant or EpicPay terminates the Agreement prior to the initial two years (24 months) of this Agreement, an early termination fee may be assessed, as disclosed in the Fee Disclosure page in the Sub-Merchant Processing Agreement. The merchant will be responsible for all fees assessed in the month of closure.</p> <p>Cancellation procedures, including the person to contact for more information, can be found on page 7 of the Merchant Processing Agreement, under the heading Canceling the Contract.</p> <p>Contract renewals</p> <p>In the case of a fixed term contract, the term of the contract can only be extended automatically for a maximum period of six months per extension. This is despite any language in the contract to the contrary on renewals or extensions for longer periods.</p> <p>Notice of non-renewal</p> <p>Should the merchant not wish to renew the contract at the end of its term or any renewal period, he or she must provide the acquirer with notice of no less than ninety days prior to the end of the term or the renewal period.</p>

Sub-Merchant Processing Agreement

<p>Complaint handling procedures</p>	<p>Merchants' complaints should be addressed to customerservice@epicpay.com.</p> <p>EpicPay Customer Service 866-377-3287</p> <p>The complaint handling process can be located at www.epicpay.com</p> <table border="1" data-bbox="402 401 1588 768"> <tr> <td data-bbox="402 401 979 768"> <p>Escalated Complaints: ISO</p> <p>Worldpay from FIS Ops Complaint Management 8500 Governors Hill Drive, Cincinnati, Ohio, 45249 1-800-548-5326 option 3</p> <p>Online https://www.fisglobal.com/en/merchant-solutions-worldpay/complaints</p> </td> <td data-bbox="979 401 1588 768"> <p>Escalated Complaints: Acquirer</p> <p>Peoples Trust Company 95 Wellington St W Suite 1310, Toronto, ON M5J 2N7</p> <p>Online https://www.peoplestrust.com/en/about-us/resolving-your-concerns/</p> <p>Details on how to file a complaint by phone, email or regular mail is detailed at the link above.</p> </td> </tr> </table>	<p>Escalated Complaints: ISO</p> <p>Worldpay from FIS Ops Complaint Management 8500 Governors Hill Drive, Cincinnati, Ohio, 45249 1-800-548-5326 option 3</p> <p>Online https://www.fisglobal.com/en/merchant-solutions-worldpay/complaints</p>	<p>Escalated Complaints: Acquirer</p> <p>Peoples Trust Company 95 Wellington St W Suite 1310, Toronto, ON M5J 2N7</p> <p>Online https://www.peoplestrust.com/en/about-us/resolving-your-concerns/</p> <p>Details on how to file a complaint by phone, email or regular mail is detailed at the link above.</p>
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<p>Information about payment terminal</p>	<p>N/A – EpicPay does not provide terminals to its Canada-based merchants.</p>		
<p>Contactless payments acceptance</p>	<p>N/A – EpicPay does not provide contactless payments acceptance to its Canada-based merchants.</p>		
<p>Transaction return policy</p>	<p>Card acceptance fees will be applied to transaction returns at the same rate as a transaction sale.</p>		
<p>Independent sales organization or referral agent (where applicable)</p>	<p>Independent sales organization or referral agent contact information:</p>		
<p>Information about credit and debit card service providers (if different from the acquirer)</p>	<p>N/A</p>		
<p>Code of Conduct</p>	<p>https://www.canada.ca/en/financial-consumer-agency/services/industry/laws-regulations/credit-debit-code-conduct.html</p>		
<p>Statements</p>	<p>Merchants can view their statements online by logging into their account at www.epicpay.com.</p>		

Sub-Merchant Processing Agreement

FEE DISCLOSURE PAGE

DBA Name:

PROCESSING LIMITS: VISA / MASTERCARD / DISCOVER / AMERICAN EXPRESS

Monthly Card Volume:

Average Ticket Size:

High Ticket:

PAYMENT TYPES & CARD FEES

	Credit	Debit
Visa		
Mastercard		
Discover		
American Express		

NOTE: Merchant may not require any Cardholder to pay any part of any discount rate or other charge imposed upon Merchant by the Merchant Agreement, whether through imposition of a price increase not imposed on cash paying customers or through imposition of any charges not imposed on cash paying customers. However, nothing herein shall prevent Merchant from offering (i) discounts to customers for cash purchases or (ii) differential discounts to customers among different Card Associations. Such discounts is required to clearly mark the availability of at the point of sale.

CARD FEES

Payment Method: Card Not Present - Means that the card/device was not electronically read. Generally, the card information is manually key-entered, e.g., mail/telephone order, online, recurring payment)

Payment Card Type	One Rate	Interchange Plus
American Express Cards	+	+
American Express Corporate Purchasing Cards	+	+
American Express Prepaid Cards	+	+
MasterCard Business Cards	+	+
MasterCard Business Premium Cards	+	+
MasterCard Corporate Cards	+	+
MasterCard Corporate Premium Cards	+	+
MasterCard Debit Cards	+	+
MasterCard International Cards	+	+
MasterCard Prepaid Cards	+	+
MasterCard Standard Cards	+	+
MasterCard World Cards	+	+
MasterCard World Elite Cards	+	+
Union Pay Credit Cards	+	+
Visa Business Cards	+	+
Visa Business Premium Cards	+	+
Visa Corporate Cards	+	+
Visa Corporate Premium Cards	+	+
Visa Debit Cards	+	+
Visa Infinite Cards	+	+
Visa Infinite Privilege Cards	+	+
Visa International Cards	+	+
Visa Prepaid Cards	+	+
Visa Standard Credit Cards	+	+

OTHER FEES

One Time Fees		Other Variable Fees	
One-Time Merchant Set Up Fee	\$	Batch Fee	\$
		Retrieval Fees	\$
Monthly Fees		Chargeback Fees	\$
Monthly Statement/Service Fee	\$	Early Termination Fee	\$
Transaction Fees		Gateway Fees (EpicPay)	
Visa Authorization Fee	\$	Monthly Fee	\$
MasterCard Authorization Fee	\$	Per Transaction	\$
American Express Authorization Fee	\$	Account Updater Per Item	\$
AVS	\$		



Canada

Sub-Merchant Processing Agreement

Sales Office Name: _____ Sales Rep Name: _____

Sales Office ID: _____ Sales Rep ID: _____

BUSINESS INFORMATION

Legal Business Name:		Doing Business As:	
Business Address including Unit/Ste/Apt. #. No P.O. Boxes.):		City:	Province: Postal Code:
E-mail Address for Notices (required):		Website Address:	Business Phone Number:
Business Category:		Business Type:	
Products or Services Description (200 characters max):			
Business Number (BN)		Ownership Type:	
Note: Failure to provide accurate information may result in a withholding of sub-merchant funding.			
Processing Method:			
Card Present/Swiped: _____ %		Card Not Present/Keyed: _____ %	eCommerce: _____ % Total: _____ % (Must=100)
Applicant's Current / Previous Processor:		Reasons for Leaving:	

PRIMARY PRINCIPAL / AUTHORIZED SIGNER

First Name:	Middle Initial:	Last Name:	Phone Number:
Home Address including Unit/Ste/Apt. # No P.O. Boxes):		City:	Province: Postal Code:
Date of Birth (mm/dd/yyyy):	Social Insurance Number	Title:	% Ownership:

EQUIPMENT ADDED

SET UP AND TRAINING INFORMATION

Sub-Merchant's Technical Support / PCI Compliance Contact

First Name:	Last Name:	Phone Number:	Email Address:
Set up & Training will be completed by:		Best time to contact for training:	
Special Comments:			

BANK ACCOUNT INFORMATION

Bank account must be a business bank account unless business entity is a sole proprietorship.

Name on Check:	Branch Transit # (5 digits) & Financial Institution #:	Account Number (7-12 digits):
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DBA Name: _____

Client certifies that all information set forth in this completed Sub-Merchant Processing Application is true and correct and that Client has access to the Terms and Conditions, which is part of this Sub-Merchant Processing Application, and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Sub-Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Sub-Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party. Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

You further acknowledge and agree that you will not use your Sub-merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

You agree that your electronic signature has the same effect as your manual, physical signature. Your electronic signature (via "click-through" or other method) has the same effect as if you signed them in ink.

Signature X _____ Print Name _____ Title _____ Date _____

CONFIRMATION PAGE

Name: Epic International Inc. dba EpicPay
Address: 9300 Wade Blvd, Suite 220, Frisco, TX 75035
URL: www.epicpay.com

Customer Service #: 1-866-377-3287

Please read the Terms and Conditions in its entirety. It describes the terms under which we will provide Sub-merchant processing Services to you. From time to time you may have questions regarding the contents of your Agreement with EpicPay.

1. We may debit your bank account (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.

2. There are many reasons why a Chargeback may occur. When they occur, we will debit your bank account or withdraw the chargeback amount from your settlement that we will deposit.

3. The Agreement limits our liability to you. For a detailed description of the limitation of liability refer to the Terms and Conditions.

4. We have assumed certain risks by agreeing to provide you with Card processing services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you.

5. By executing this Agreement with us you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affilliates are satisfied.

6. Important Sub-Merchant Responsibilities.

- a) Ensure compliance with Cardholder data security and storage requirements.
b) Maintain fraud and Chargebacks below Card Organization thresholds.
c) Review and understand the terms of the Sub-Merchant Agreement.
d) Comply with Card Organization Rules and applicable law and regulations.
e) You may download "Visa Regulations" from Visa website at: http://usa.visa.com/merchants/operations/op_regulations.html
f) You may download "MasterCard Regulations" from MasterCard's website at: http://www.mastercard.com/us/merchant/support/rules.html
g) You may download "American Express Sub-Merchant Operating Guide" from American Express website at: www.americanexpress.com/merchantopguide

i) Sub-Merchant understands that the Bank and/or Associations may require a direct agreement with you. You acknowledge that, if you have (1) greater than \$1,000,000 in American Express charge volume annually, you will be converted to a direct card acceptance relationship with American Express and, upon conversion, you will be bound by the current American Express Card acceptance agreement and American Express will set the discount and other fees payable by you for American Express Card acceptance. You also acknowledge that, if you have (2) \$1,000,000 or greater in Visa charge volume annually or (3)\$1,000,000 or greater in MasterCard charge volume annually, you agree to be bound by the Sub-Merchant Services Agreement set forth in Exhibit A to this Agreement, if it applies to you. By agreement to this Agreement (by "click through" or otherwise), you also agree to the terms and conditions of the Sub-Merchant Services Agreement, which constitutes a legal binding contract between you and VANTIV, LLC and its designated Member Bank. For more information, refer to the Terms and Conditions, Section 18 - Direct Relationship with Bank. You may access these Operating Regulations at http://www.epicpay.com/?q=legal.

Print Client's Business Legal Name: _____

Client acknowledges that it has received the Sub-Merchant Processing Application. The Terms and Conditions were accepted online. Client further acknowledges reading and agreeing to all terms in the Terms and Conditions.

NO ALTERATIONS OR STRIKE-OUTS TO THE TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal Signature (Please sign below)

X _____

Date

Please Print Name of Signer

Beneficial Ownership Form

As the signer of the application, you are certifying to the best of your knowledge that the Beneficial Ownership information is complete and accurate. You are also authorizing EpicPay to verify this information using a consumer reporting agency in which a soft inquiry will be obtained. A soft credit inquiry will not impact an individual's credit score.

Please fill out the following information for the individual with primary control for the business listed above:

Ex. Executive Officer, Senior Manager, Managing Member, General Partner, etc.

Primary Control Name/Title	Date of Birth	Address (Residential)	Social Insurance Number

Are there any individuals who own 25% or more of the business?

Yes No N/A

If yes, please fill out the following information for **each** individual who **owns 25% or more** equity interests of the Legal Entity.

	Name/Title	Date of Birth	Address (Residential)	Social Insurance Number	% of Ownership
1					
2					
3					
4					

I hereby certify, to the best of my knowledge, that the information above is complete and accurate. You agree that your electronic signature on this document has the same effect as your manual, physical signature.

Signature X Print Name Title Date