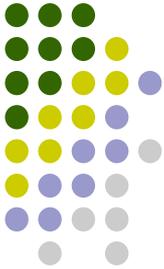




GPOS LTD
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Section A: EFTPOS Software Compliance Fee Agreement

Company Information

Company Name
Trading Name
Address
Email Address
Business Phone Mobil
Contact Name Date
GPOS Invoice NO:

Section B: EFTPOS Detail and Monthly Fee

Table with 3 columns: EFTPOS Model, Serial No, Terminal ID. Rows include Monthly SCF Fee, Total Monthly (inc GST), and Start Payment Date.

I/We the agreement for the GPOS Account hereby declare that the information given in this agreement is true and correct (Section A).

Also I/We authorize GPOS Ltd to use the information for the purposes of supplying hosting and/or services, enforcing debts and other legal obligations owing to GPOS Ltd.

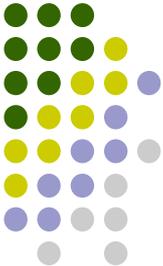
Further, I/We declare, I/We have read and understood the Eftpos Monthly License Prices (Section B) and EFTPOS Term & Condition

Print Name Signature: Date

EFTPOS Software License Term & Condition

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1. INDUSTRY COMPLIANCE OBLIGATIONS AGREEMENT BACKGROUND

In line with changes in the electronic payments industry internationally, the payments industry in New Zealand has introduced new requirements for the participants in the local payments market to safeguard the integrity of the electronic payments system. These include new Vendor and Reseller obligations around the ongoing maintenance of each system deployed in the market, so that its continued compliant status can be better ensured. As a Vendor in the payments market in New Zealand, EFTPOS Vendor is required to ensure that it:

- a) Provides ongoing software enhancements to ensure that its Payment solutions can keep pace with ongoing industry compliance requirements,
- b) Provides an effective mechanism for delivering software updates to devices in the field, and
- c) Obtains a binding commitment from its Reseller partners to keep the payment solutions they make available to the market updated and in a compliant state.

2. PAYMENT SOLUTIONS RESELLER OBLIGATIONS

These new requirements mean that as a Reseller of Eftpos Vendor payment solutions, the Reseller needs to ensure that any such solution is kept in a compliant state, however it might be deployed into the market. This includes making sure that payment solutions have continued access to Vendor's software updates and making sure that any other parties that the Reseller involves in payment solutions matters, such as merchants, finance companies, third party logistics service providers or other Resellers, are made aware of the ongoing responsibilities for compliance maintenance that they may need to help fulfil. The Reseller will also ensure that they continue to maintain any Reseller accreditation required to act as a New Zealand payments industry Reseller. If an End User ceases business, it must either arrange for another suitably new Owner to maintain the equipment, or notify GPOS of the contact details of merchants using its equipment so that GPOS can arrange for signing new owner a software support contract.

3. AUCTION WEBSITES

Although GPOS understands that online auction websites such as Trademe.co.nz are a great way to sell a huge number of items, selling payment terminals via these sites can make it very difficult to continue to locate the merchant in order to maintain compliance of the payment solution. On this basis, the End User agrees not to advertise or otherwise make available Vendor's payment solutions on such online auction websites.

4. THE LICENCE FEE

In order to support Vendor's increased costs of payment terminal software maintenance, certification and remote Terminal Management System operation, the Vendor has reconfigured its payment system pricing to feature a monthly Software licence fee per terminal, known as the Monthly Licence Fee. This Monthly Licence Fee will be charged to End User each calendar month by Direct Debit, for the total number of active devices the End User has deployed into the market. These devices will then have access to Vendor's Terminal Management System which will automatically deliver Vendor's updated payment terminal software as it becomes available. The continued operation of the payment solution will be reliant on the payment of this Monthly Licence Fee. In the event that an End User ceases payment of the Monthly Licence Fee, Vendor will no longer be able to ensure the ongoing compliance of the End User's terminals and these devices will be deactivated.

5. UNDERTAKING

We understand that to continue as a Vendor Technologies Payment Solutions Reseller, we must continue to meet our Payment Solution Reseller Obligations outlined above. We also understand the terms of the Monthly Licence Fee which supports Vendor's ability to provide ongoing development, certification and deployment of software updates for payment solutions well after the original installation or sale date. The End user confirms our understanding that non-payment of the Monthly Licence Fee within the agreed payment terms will affect the continued Operation.