



Retailer Agreement

Tax Invoice GST Reg. No. 84-506-636
 7A Pacific Rise, Mt Wellington, Auckland
 PO Box 132122, Sylvia Park, Auckland 1644
 www.epaynz.co.nz

NEW ACCOUNT

Date Required:

CHANGE OF OWNERSHIP

Effective Date:

Account Number:

RE-SIGN

Account Number:

EPY / EZI (office use only)

1 RETAILER DETAILS Add details on a separate page for each terminal supplied.

Full legal name

Trading name if different to above

GST number

Postal address

Postcode

Authorised location for equipment installation, if different from postal address

Contact name

Phone Fax

Mobile Security pin

Contact email weekly invoice will be sent here

2 BUSINESS DETAILS

Type of business Limited Liability (please include copy of Companies Office Register)

Sole Trader Partnership Trust Other

Date established Company #

Accountant

Phone

Solicitor

Phone

3 PRINCIPALS' DETAILS

Please include details of ALL principals, directors, trustees and partners (as applicable)

Full name

Private address

Phone

Email address

Full name

Private address

Phone

Email address

4 INVOICE DELIVERY

Email PDF Post (\$1.50 + GST per week)

5 POS / TERMINAL DETAILS

Plans	Initial Term	New	Resign	Set up fee
1. Terminal with PIN Pad (epay & EFTPOS)	36 mths	<input type="radio"/>	<input type="radio"/>	\$50.00
2. Terminal without PIN Pad (epay & EFTPOS)	36 mths	<input type="radio"/>	<input type="radio"/>	\$50.00
3. Stand-alone Terminal (epay only)	36 mths	<input type="radio"/>	<input type="radio"/>	\$50.00
4. epay Software only:	36 mths	<input type="radio"/>	<input type="radio"/>	\$50.00
<input type="radio"/> Dealer <input type="text"/>				
5. epay Convenience POS:	48 mths	<input type="radio"/>	<input type="radio"/>	\$300.00
6. Web POS	36 mths	<input type="radio"/>	<input type="radio"/>	

6 MERCHANT SET UP

EFTPOS Terminal ID

This can be found on top of EFTPOS receipt

Network Provider Paymark ANZ
 Network Type Dial Up Broadband/IP

7 PERSONAL GUARANTEE

The Guarantor (jointly and severally if more than one) acknowledges that epay has entered into the epay Retailer Agreement with the Retailer of which the epay Terms and Conditions have been read and agreed to, at the request of the Guarantor. The Guarantor unconditionally and irrevocably guarantees to epay the due and punctual payment by the Retailer of all moneys from time to time payable by the Retailer under this epay Retailer Agreement and the due, punctual and proper performance and observance by the Retailer of all its other obligations under this epay Retailer Agreement. The liability of the Guarantor will constitute a principal obligation of the Guarantor. Such liability will not be relieved or in any way affected in any manner prejudicial to epay by any granting of time, waiver or forbearance to sue by epay or by any other act, omission, matter, circumstance or law whereby the Guarantor as a surety only would but for this provision have been released from liability. The Guarantor acknowledges that it has read the terms and conditions of this epay Retailer Agreement and understands that the terms and conditions apply as between epay and the Guarantor as if the Guarantor was a party to the epay Retailer Agreement.

GUARANTOR #1

Title and name
 Address
 Drivers license/Passport DOB
 Guarantor's Signature
 Witnessed by
 Relationship to retailer
 Witness Signature

GUARANTOR #2

Title and name
 Address
 Drivers license/Passport DOB
 Guarantor's Signature
 Witnessed by
 Relationship to retailer
 Witness Signature

8 COMMENCEMENT

Agreement date
 Commencement date

9 AUTHORISATION

Declaration: I declare the information given by me/us here in is true and correct to the best of my knowledge, information and belief. I have read the epay Terms and Conditions and agree that all products supplied by epay to me are supplied on those terms. I authorise epay to enable/modify/program my Terminal to use the epay platform. epay agrees to rent the Equipment (as applicable) to the Retailer, and the Retailer (jointly and severally if more than one) agrees to rent the Equipment (as applicable) from epay on and subject to the epay Terms and Conditions. If the Retailer is a company this agreement must be signed by one director or authorised person who, by signing on behalf of the company, also personally warrants that he or she has the authority to bind the company to this agreement. The Retailer acknowledges that any dealer arranging the entry into this epay Retailer Agreement by the Retailer does so as the Retailer's agent only and not epay's agent, and that any such person is not authorised to make any representations on behalf of epay.

I acknowledge that I have received a copy of the epay Terms and Conditions (version March 2017), which I understand and agree are incorporated into this epay Retailer Agreement as if they were set out in full.

11 EXECUTION

The parties who sign below, enter into, and confirm their agreement to the epay Terms and Conditions (version March 2017) of this epay Retailer Agreement and that the epay Retailer Agreement incorporates the epay Terms and Conditions and the Product Schedule.

Signed by an authorised representative of epay New Zealand Ltd

Name Date
 Signature
 Witness signature Date
 Witness name
 Witness occupation

Sole Trader or Partnership - Signed by the retailer

Name Date
 Signature
 Residential Address
 Drivers license/Passport
 Witness signature Date
 Witness name
 Witness address
 Drivers license/Passport

Registered Company - Signed by the retailer

Company name
 Director's Signature Date
 Director's Name
 Director's Residential Address
 Drivers license/Passport
 Witness signature Date
 Witness name
 Witness address
 Drivers license/Passport

- The Retailer acknowledges and agrees that by signing this epay Retailer Agreement termination charges apply for early termination subject to and in accordance with the epay Terms and Conditions and in particular clauses 1 and 14.
- The Retailer acknowledges and agrees that this Retailer Agreement is exclusive in accordance with clause 2.6 of the epay Terms and Conditions (version March 2017).

OFFICE USE ONLY

Territory Manager: Date:
 Authorised by:
 Signature: Date:



10 PRIVACY ACT (1993)

I/we confirm that I/we agree, acknowledge and confirm, as provided in clause 18.2 of the epay Terms and Conditions (version March 2017), in relation to the personal information about me/us in relation to the epay Retailer Agreement. I/we authorise any person or company to provide epay with such information about me/us as may be required in response to credit assessment, debt collection or direct marketing, research and promotion activities. I/we further authorise epay to: (i) provide to any third party (including any credit reporter) details of any application and any subsequent dealings as a result of any application being actioned by epay, or by way of payment default; and (ii) collect personal information relating to me/us and/or other transaction data and provide such personal information / data to third parties (including for commercial gain) to allow such third parties to engage in marketing, research and or promotional activities targeted at the Retailer. Capitalised terms used in this epay Retailer Agreement shall have the same meanings as in the epay Terms and Conditions.



Product Schedule

Retailer Margins

PREPAID MOBILE

Vodafone Prepay	4.25%
2degrees	5.25%
Spark	4.25%
Skinny	4.25%
Digicel Voucher	6%
Warehouse Mobile	5.25%

OVERSEAS TOP UP

Digicel	6%
Pacific Top Up	6%
Top Up Pacific	5%

GAMING CARDS

Sony	6%
Xbox	7%
Paysafe	2%
Google	4%
Steam	5%
iTunes	5%

GIFT CARDS

Gift Cards*	1% - 7%
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CALLING CARDS

Calling Cards*	14% - 20%
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OTHER

Globug	40c per transaction
Wise	45c per transaction

*Please see Sales Representative for details.

Terminal Fee Structure

1 Terminal Fee Structure

Weekly Sales Per Terminal*	Weekly Service and Compliance Fee (ex GST)**
\$0 - \$249	\$7.95
\$250 - \$599	\$5.50
\$600 +	\$4.50

(ECP) epay Convenience POS System Fee Structure

1 ECP Rental Fee Structure

Rental fee incl EFTPOS \$25 per week (ex GST)

2 ECP Compliance Fee

\$6 per week (ex GST)

Fees

1 Paper Rolls

\$2 per roll (packs of 20)

2 Payment Terms

Once weekly Direct Debit for all standard margins. Sales accrued Monday to Sunday will be direct debited on the following Tuesday. Invoices will be issued weekly.

All fees are per terminal. Weekly rental per terminal will be calculated and invoiced each week.

*epay sales include the invoiced amount of Prepaid Mobile, Calling Cards, Gift Cards and Gaming Cards only. Excludes Paysafe, Prezy Card, prepaid power and cash collection products.

** Weekly rental per terminal will be calculated and invoiced each month based on average weekly epay sales for the month.



Direct Debit

epay New Zealand Ltd
PO Box 132122, Sylvia Park,
Auckland 1060

NAME OF ACCOUNT

AUTHORITY TO ACCEPT DIRECT DEBITS
(Not to operate as an assignment or agreement)

ACCOUNT NUMBER

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank	Branch Number			Account Number								Suffix											

AUTHORISATION CODE

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
1	2	1	3	4	2	2	

(User Number)

TO: THE MANAGER

BANK BRANCH

ADDRESS (PO BOX)

TOWN/CITY

DATE

AUTHORISATION

I / We authorise you until further notice in writing to debit my / our account with you all amounts which:
epay New Zealand Ltd
(hereinafter referred to as the initiator)

The registered Initiator of the Authorisation Code may initiate by Direct Debit.
I / We acknowledge and accept that the bank accepts this authority only upon the conditions listed on the reverse of this form.

INFORMATION TO APPEAR ON MY / OUR BANK STATEMENT (TO BE COMPLETED BY THE INITIATOR):

Payee Particulars	Payee Code	Payee Reference
e p a y N Z L t d	<input type="text"/>	<input type="text"/>

AUTHORISED SIGNATURE(S) Customer to complete

ACCOUNT NAME

AUTHORISED SIGNATURE(S)

<p>APPROVED</p> <p>1003</p> <hr/> <p>07/11</p>	<p>FOR BANK USE ONLY:</p> <table border="1"> <tr> <td>Date Received:</td> <td>Recorded By:</td> <td>Checked By:</td> </tr> <tr> <td><input type="text"/></td> <td><input type="text"/></td> <td><input type="text"/></td> </tr> </table> <p>ORIGINAL - Retain at Branch COPY - Forward to initiator if requested</p>	Date Received:	Recorded By:	Checked By:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<p>BANK STAMP</p> <input type="text"/>
Date Received:	Recorded By:	Checked By:						
<input type="text"/>	<input type="text"/>	<input type="text"/>						

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1. The Initiator

a) Has agreed to give advance notice of the net amount of each Direct Debit and the due date of the debiting at least business days before the date when the Direct Debit will be initiated.

This advance notice must be provided either:

- i) in writing; or
- ii) by electronic mail where the Customer has provided prior written consent to the Initiator.

The advance notice will include the following message: "The amount of \$..... will be direct debited to your Bank Account on (initiating date*).

*Minimum of 2 business days.

b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2. The Customer may:

a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.

b) Stop payment of any Direct Debit to be initiated under this authority by the Initiator by giving written notice to the Bank PRIOR to the Direct Debit being paid by the Bank.

c) Where a variation to the amount between the Initiator and the Customer from time to time be direct debited has been made with notice being given in terms of 1a. (above), request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiator through the Initiator's Bank, PROVIDED such a request is made no more than 120 days from the date when the Direct Debit was debited to my / our account.

3. The Customer acknowledges that:

a) This authority will remain in force and effect in respect of all Direct Debits passed to my / our account in good faith notwithstanding my / our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.

b) In any event this authority is subject to any arrangement now or hereafter existing between me / us and the Bank in relation to my / our account.

c) Any dispute as to the correctness or validity of an amount debited to my / our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other disputes lie between me / us and the Initiator.

d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:

- i) The accuracy of information about Direct Debits on Bank statements.
- ii) Any variation between notices given by the Initiator and the amounts of Direct Debits.

e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt notice by me / us for any reason whatsoever. In any such situation the dispute lies between me / us and the Initiator.

4. The Bank may:

a) In it's absolute discretion conclusively determine the order of priority payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me / us and given to or drawn on the Bank.

b) At any time terminate this authority as to future payments by notice in writing to me / us.

c) Charge it's current fees for this service in force from time-to-time.



Web POS Agreement

epay New Zealand Ltd SUPPLEMENTAL AGREEMENT TO THE RETAILER AGREEMENT WebPOS

RECITALS

- a) epay wishes to enable the sale of epay products via the WebPOS Application as described herein.
- b) The Parties wish to agree terms on which the WebPOS Application will enable the Retailer to purchase epay products utilising the system and software operated by epay.
- c) epay and the Retailer have agreed to enter into this Supplemental Agreement in order to vary and supplement the terms in the epay Retailer Agreement in the manner set out below.

1 NOW THEREFORE the Parties agree as follows:

1.1. DEFINITIONS

"Effective Date" means the date that the Supplemental Agreement is signed by both parties.

"Term" means the term specified in clause 2.1 unless terminated earlier in accordance with the relevant terms of the epay Agreement.

"WebPOS" web based application that enables the purchase of epay's prepaid products utilising the systems and software operated by epay.

2 COMMENCEMENT AND TERM

2.1. The Parties agree that this Supplemental Agreement commences on the Effective Date and will continue in full force and effect for three (3) years ("Term"). This Supplemental Agreement shall continue thereafter until terminated by either Party giving the other not less than 90 days notice in writing (which may be given at any time but may not expire earlier than the Term), subject to any provisions for earlier termination contained in the Retailer Agreement and in this Supplemental Agreement.

2.2. The provisions of the Retailer Agreement and the Supplemental Agreement shall continue in full force and effect during the notice period specified in clauses 2.1 above.

3 PRODUCTS

Details of available products can be found in the Retailer Agreement of this document. The Provider reserves the right to make changes to or update this Schedule at their discretion.

4 VOIDS AND REFUNDS

Please refer to the epay Agreement clause 4 - Cancellation of products. Retailers will be required to comply with the epay refund policy as amended from time to time.

5 PARTIES' OBLIGATIONS

5.1. epay Obligations

The responsibility for the WebPOS Application includes the following:

- (i) Establish purchase limits
- (ii) Invoicing and fund collection
- (iii) Phone-based technical assistance / troubleshooting
- (iv) Provide a list of recommended peripheral hardware to use in conjunction with the WebPOS Application (as detailed in Schedule 1)

5.2. Retailer Obligations

The Retailer:

- (i) Must keep assigned User Names and Passwords provided by epay to access the WebPOS Application secure at all times
- (ii) Acknowledges that it is financially responsible for any and all sales made via the WebPOS Application
- (iii) Must purchase at it's own expense the necessary peripheral hardware to allow the sale of an epay product to an end customer
- (iv) Must purchase and maintain at it's own expense an internet connection in order to connect to the WebPOS Application
- (v) Complete Schedule 2 of this Supplemental Agreement
- (vi) Acknowledge that epay shall have no liability to the Retailer in contract, tort or otherwise (including negligence) for any loss, damage, liability or expense suffered by the Retailer by reason of the malfunction or breakdown of the WebPOS Application

5.3. Host System Malfunction or Breakdown

epay shall fully maintain its Host System and WebPOS Application and shall use reasonable endeavours to rectify any system fault that has a material impact on a Retailer's ability to Sell Products but epay shall have no liability to the Retailer in contract, tort or otherwise (including negligence) for any loss, damage, liability or expense suffered by the Retailer by reason of any interruption to sales of Products due to as failure of the Host System or of the communication links, irrespective of whether the failure is caused in whole or in part by any act or omission of epay.

6 BREACH AND TERMINATION

6.1. If the Retailer commits a breach of any term of this Supplemental Agreement and (if such a breach is remediable), fails to remedy that breach within a period of 3 days after being notified to do so, epay may (in its absolute discretion) do one or more of the following:

- (i) Terminate immediately this Supplemental Agreement by giving notice to the Retailer
- (ii) Without prejudice, rely upon any remedy or right contained in the Retailer Agreement

Schedule 1

LIST OF RECOMMENDED PERIPHERAL HARDWARE AND MINIMUM PLATFORM REQUIREMENTS TO OPERATE WebPOS APPLICATION

Minimum System Requirements: Windows XP and above

Browser: Microsoft Internet Explorer Version 7 and above

Internet Bandwidth: 64K and above

Supported Peripheral Hardware:

Card Readers: MagTek Mini, MagTek Dynamag

Thermal Printers: Epson TM-T88V, Citizen CT-S851, Samsung SRP350

NOTE: Other additional hardware may be supported. Please enquire with brand/model number details. A compatibility test may be required.

Schedule 2

TO BE COMPLETED BY THE RETAILER:

USER NAME	<input type="text"/>
EMAIL ADDRESS	<input type="text"/>
CONFIRM EMAIL ADDRESS	<input type="text"/>
PASSWORD	<input type="text"/> Password will be emailed to merchant by epay



Terms and Conditions

1 DEFINITIONS AND INTERPRETATION

1.1. In this Retailer Agreement, the following words shall have the following meanings, unless the context clearly indicates otherwise:

"Acceptance Criteria" means the criteria as amended from time to time at epay's discretion applied by epay prior to approving any Retailer to sell Prepaid Products offered from time to time by epay;

"Activate" means the activation by epay of a Prepaid Product which allows the Customer to access the credit or the link to the relevant Prepaid Product or other Provider Goods and/or Services and "Activated" and "Activation" shall have corresponding meanings;

"Accounting Period" means (i) the period beginning Monday and ending on the immediately following Sunday if the Retailer pays by weekly direct debit; or (ii) the period beginning Tuesday and ending on the immediately following Thursday and the period beginning Friday and ending on the immediately following Monday if the Retailer pays twice weekly direct debits (as indicated in the Retailer Agreement and always as stated in the Invoices);

"Ancillary Documents" means the operations manuals distributed to Retailers specifying epay's operational requirements including any Provider marketing and promotion requirements as amended by epay from time to time and any additional written instructions or guidance issued by epay from time to time;

"Authorised Location(s)" means the location(s) (including website addresses) at which the Retailer is authorised by epay to sell Prepaid Products;

"Business Day" means any day other than a Saturday, Sunday or public holiday in Auckland or the centre where the Authorised Location(s) are situated;

"Cause of Action" means a cause of action arising for breach of contract, in tort (including negligence), under any statute or under any other legal rule or concept;

"Commencement Date" means the earliest date on which this Retailer Agreement is signed by both parties;

"Customer" means any person who purchases or has purchased or requests or has requested to purchase any Prepaid Products or makes any inquiry concerning Prepaid Products;

"Daytime Credit Limit" means the credit limit applied by epay to the Retailer's sale of Prepaid Products as notified by epay to the Retailer and as amended by epay from time to time on notice to the Retailer;

"Direct Debit Account" means the Retailer's bank account set up in accordance with and detailed in the Direct Debit Form;

"Direct Debit Form" means the form provided by epay which the Retailer shall complete and sign prior to the Retailer being authorised and appointed to process Transactions under this Retailer Agreement;

"Direct Debit Service Agreement" means the terms and conditions for the Direct Debit Account provided by epay which the Retailer shall sign;

"Early Termination Fee" means: (i) where the Retailer rents a Terminal or Terminals from epay, the weekly rental for the Equipment and the weekly Service Charge as set-out in the Retailer Agreement multiplied by the number of weeks or part thereof remaining in the Initial Term; (ii) where the Retailer does not rent a Terminal or Terminals from epay, \$600 plus GST (if any), as varied from time to time by epay by notice to the Retailer; or (iii) for epay Convenience POS: (a) if the Retailer Agreement is terminated within the first eighteen (18) months, the Weekly Rental as set out in the Retailer Agreement multiplied by the number of full weeks remaining in the Initial Term; or (b) if the Retailer Agreement is terminated after the first eighteen (18) months, half the Weekly Rental as set out in the Retailer Agreement multiplied by the number of full weeks remaining in the Initial Term;

"epay" means epay New Zealand Limited, PO Box 132122, Sylvia Park, Mt Wellington, Auckland 1644;

"epay Convenience POS" means a point of sale system epay may provide as indicated in the Retailer Agreement via which the Retailer shall process all transactions at the Authorisation (epay and third party) and which has a Customer-facing media advertising screen and a scanner or barcode reader;

"Equipment" means all Terminals, POS Material, Paper Stock, any card swipe machine supplied with WebPOS and any other equipment epay supplies to the Retailer from time to time;

"Face Value" means: (i) the price at which the Retailer shall sell Agency Products as displayed on a Prepaid Product and/or displayed on the Terminal menu; or (ii) the Retailer Purchase Price for Buy-Sell Products;

"Fees" means the fees (including any Transaction Fees and/or Service Fees if applicable) and/or rentals payable by the Retailer as set-out in the Product Schedule;

"GST" means and Goods and Services Tax payable under the Goods & Services Tax Act 1985 and/or any other value added tax on goods and/or services;

"Host System" means the computer hardware system and associated software used by epay to process Transactions;

"IPR" means any intellectual property rights belonging to epay or a Provider (as the case may be) of whatever nature including, without limitation, patents, names, logos, trademarks, service marks, registered designs, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, design rights, copyright, inventions, confidential information, know-how and business names and any similar rights situated in any country;

"Initial Term" means 3 years from the Commencement Date;

"Initiate" means the printing of a PIN on a Receipt and "Initiated" and "Initiation" shall have corresponding meanings;

"Invoice" means an invoice setting-out for the relevant Accounting Period: (i) the Face Value of all Transactions processed; GST payable on the Face Value, the Retailer Margin and/or the Retailer Purchase Price (if any); (ii) any other Fees payable by the Retailer as amended from time to time by epay by notice to the Retailer; and/or (iii) the value of Redemption Product Transactions and the applicable Redemption Fees;

"Paper Stock" means rolls or packs of paper supplied by epay to the Retailer to be used solely for printing Receipts and invoiced to the Retailer in accordance with and as described in the Retailer Agreement;

"PIN" means an electronic code issued by a Terminal to allow a Customer to Activate a Prepaid Product;

"POS Material" means the material provided to the Retailer by epay or the Provider from time to time for the purposes of advertising and promoting the sale of Prepaid Products at Authorised Locations and may include such copies (for inspection or delivery to Customers on request) of the terms and conditions of issue of any Prepaid Products as may be imposed by any of the Providers;

"Prepaid Product" means a pre-paid product or service specified in a Product Schedule (including for the avoidance of doubt an e-top-up) which allows a Customer to access the Provider Goods and/or Services (and any reference to "Product" shall be to a Prepaid Product);

"Product Schedule" means the "Product Schedule" to this Retailer Agreement which sets-out (amongst other things) the Providers and the Prepaid Products as amended from time to time by epay by providing notice to the Retailer;

"Provider" means a provider of Prepaid Products as specified in a Product Schedule;

"Provider Agreements" means the agreements between epay and each Provider;

"Provider Goods and/or Services" means the goods and/or services offered by a relevant Provider which the Customer may access through the purchase of a Prepaid Product;

"Rebate" means a rebate that may be payable by epay to the Retailer as set-out in the Retailer Agreement;

"Receipt" means a receipt for a Transaction printed by a Terminal;

"Redemption Fee" means 4% or another margin as agreed between the Parties, payable by the Retailer for the redemption of a Redemption Product;

"Redemption Product" means a product which a Customer can use to pay for products or services in an Authorised Location instead of a cash payment as set out in the Product Schedule. Redemption Products when sold by the Retailer shall be considered Prepared Products. The terms and conditions applicable to redemption of Redemption Products are set out in Clause [insert finance clause];

"Retailer" means the person or persons who signed the Retailer Agreement as the retailer;

“Retailer Agreement” means the “epay Retailer Agreement” signed by the Parties, these epay Terms and Conditions, the schedules and/or annexes to these epay Terms and Conditions, the Product Schedule, the Ancillary Documents and any documents referred to herein (all of which are deemed for all purposes incorporated in this the Retailer Agreement as if they were set out in full);

“Retailer Margin” means the margin on the sale of Prepaid Products purchased pursuant to an Agency Model as set-out in the Product Schedule and payable by epay to the Retailer, expressed as a margin of the Face Value;

“Retailer Purchase Price” means the purchase price the Retailer shall pay for each Prepaid Product purchased pursuant to a Buy-Sell Model as set-out in the Product Schedule (if any);

“Security Information” means any information in any form supplied by epay or its nominees to the Retailer and used with the WebPOS and/or the Equipment and/or to access the Service;

“Service” means the provision of Prepaid Products to Customers via a Terminal or integrated POS;

“Service Fees” means the service fees if any charged by epay to the Retailer for the Service, including the Host System, as amended by epay from time to time by notice to the Retailer plus GST (if any) and as indicated on the Retailer Agreement and/or the Product Schedule;

“Software” means any software from time to time installed on the Equipment by epay or its nominees including all upgrades and additional development;

“Sold” a Product shall be treated as sold: (a) when a Receipt is printed by the Terminal confirming: the relevant PIN has been converted and a Receipt is printed and/or the Product has been Activated (as applicable); or (b) or as indicated in epay’s Transaction records (whether contained in the Host System or otherwise);

“Terminal” means a device supplied by epay or its authorised sub-contractors, or a third party, which allows Receipts to be printed and Prepaid Products to be Initiated and/or Activated and which may provide related marketing and data services;

“Terminal Replacement Fee” means \$300 plus GST or as amended by epay on written notice to the Retailer;

“Transaction” means: (a) the application to or purchase of credit in respect of a Prepaid Product by an electronic instruction by the Retailer to epay or the Terminal to: (i) arrange for a PIN to be issued and printed on a Receipt (“e-top-up”); or (ii) Activate a code linked to a Prepaid Product and the printing of a Receipt; or (b) the processing of a Redemption Product via the Terminal or via WebPOS;

“Transaction Fees” means the fees specified in a Product Schedule (if any) as updated from time to time by epay on notice to the Retailer; and

“WebPOS” means a web-based point of sale system accessed by the Retailer which meets the minimum hardware and connectivity requirements as determined by epay.

1.2. In this Retailer Agreement, unless the context clearly indicates otherwise:

a) a reference to : (i) a person includes a reference to any individual, body corporate, unincorporated association or partnership and to that person’s legal personal representatives or successors; (ii) a party, is a reference to a party to this Retailer Agreement and its executors, administrators and permitted assigns and any person to whom this Retailer Agreement is novated; (iii) a schedule, unless the contrary is indicated, is a reference to a clause or schedule of this Retailer Agreement; (iv) any statute or statutory provision includes any modification or re-enactment of those statutes or statutory provisions or any legislative provisions substituted for those statutes or statutory provisions, and all ordinances, by-laws, regulations and other statutory instruments issued for those statutes or statutory provisions; (v) a monetary amount is a reference to New Zealand currency;

b) if the Retailer consists of two or more persons, the liability of those persons under or in connection with this Retailer Agreement is joint and several;

c) references to headings are for reference only and shall not be deemed to form part of the content, or to affect the interpretation, of this Retailer Agreement;

d) if there is a conflict between the terms set-out in these “epay Terms and Conditions” and any other document which forms part of this Retailer Agreement the terms and conditions set-out herein shall prevail; all timeframes for compliance with the Retailer’s obligations in these epay Terms and Conditions shall be deemed to incorporate time being of the essence; and

e) words importing the singular number shall include the plural and vice versa.

2 AUTHORISATION AND SCOPE OF THIS RETAILER AGREEMENT

2.1. epay appoints the Retailer to sell Prepaid Products to Customers and process Redemption Product Transactions. The Retailer has agreed to accept this appointment on the terms and conditions set out in this Retailer Agreement. In consideration for the Retailer to market and sell Prepaid Products and processing Transactions epay shall pay the Retailer the Retailer Margin and if applicable the Rebate or the Retailer shall pay to epay the Retailer Purchase Price (depending on the type of Prepaid Product Sold).

2.2. From time to time epay may offer the Retailer the opportunity to sell products that have not been specified in a Product Schedule (“Offer”). If epay provides the Retailer with an Offer, the offer will, if not expressly accepted by the Retailer beforehand, be considered as accepted upon sale of those products by the Retailer and such products shall be deemed Prepaid Products and shall be subject to this Retailer Agreement.

2.3. Depending on the Provider and/or the Prepaid Product, in relation to each Prepaid Product the Retailer is either appointed as a:

a) non-exclusive, limited scope agent of the relevant Provider acting as principal whereby the Retailer concludes the sale of Prepaid Products on behalf of the relevant Provider (“Agency Products” sold under an “Agency Model”); and/or

b) non-exclusive sub-distributor of epay distributing Products (“Buy-Sell Products”) on a buy-sell basis whereby the Retailer buys Prepaid Products from epay and sells such Prepaid Products to Customers (“Buy-Sell Model”).

2.4. For Prepaid Products sold under an Agency Model the following shall apply: (i) title in the Prepaid Products shall pass directly from the Provider to the Customer upon completion of the Transaction and shall at no time pass to the Retailer; and (ii) the Retailer shall sell the Prepaid Products at the price determined by the relevant Provider (which may be Face Value) unless the Provider has agreed otherwise in writing.

2.5. For Prepaid Products sold under a Buy-Sell Model the following shall apply: (i) title in the Prepaid Products shall pass from the relevant Provider to epay, from epay to the Retailer and finally from the Retailer to the Customer on completion of the transaction; (ii) the Retailer is not an agent of the relevant Provider; and (iii) Providers may recommend a retail sale price for the relevant Prepaid Products however the Retailer’s sale price shall be solely determined by the Retailer.

2.6. The Retailer acknowledges and agrees that during the term this Retailer Agreement or for five (5) years from the Commencement Date, whichever is shorter, the Retailer shall distribute and sell the Prepaid Products through the Terminal and/or WebPOS (as applicable) at Authorised Locations, exclusively via epay. Accordingly, during such period, the Retailer shall not, and shall procure that its subsidiaries and agents, its parent company, and its parent company’s subsidiaries shall not, distribute or offer to sell Prepaid Products (whether supplied by a Provider or any third party) via the Terminal and/or WebPOS (as applicable) at Authorised Locations, other than via epay. Nothing contained in this Clause 2.6 shall affect or limit the Retailer’s rights to terminate this Retailer Agreement as provided hereinafter.

2.7. If the Retailer wishes to distribute new products capable of being electronically distributed via the Terminal and/or WebPOS (as applicable) at Authorised Locations, the Retailer shall provide epay three (3) months’ written notice to make such products available via epay. If at the expiry of such three (3) month period epay is not able to offer such products to the Retailer, the Retailer may distribute and sell such products via a third party.

2.8. Nothing in this Retailer Agreement shall be construed to: (a) prohibit epay from distributing and selling Prepaid Products to Customers directly or indirectly through other retailers or distributors; or (b) authorise the Retailer to sub-distribute or resell any Products other than to Customers without epay’s prior written consent.

3 COMMENCEMENT AND DURATION

3.1. The Retailer must not sell Prepaid Products until: (i) epay is satisfied that the relevant Authorised Location(s) meets the Acceptance Criteria; (ii) credit checks on the Retailer being completed and providing results to epay’s reasonable satisfaction; (iii) epay has notified the Retailer of its Daytime Credit Limit; (iv) the Retailer’s ability to process Transactions in respect of each Prepaid Product being demonstrated to epay’s reasonable satisfaction and (v) the Retailer has provided to epay the completed Direct Debit Form.

3.2. This Retailer Agreement will commence on the Commencement Date and shall continue for the Initial Term and on the expiry of the Initial Term this Retailer Agreement shall automatically renew for successive periods of twelve

(12) months (each a "Renewal Term") unless terminated by either party on 1 month's written notice (not to expire prior to the end of the Initial Term or the current Renewal Term), unless validly terminated in accordance with clause 12.

4 SALE OF E-TOP-UPS

4.1. Subject to clause 4.5, the Retailer must only process Transactions and sell and offer Prepaid Products for sale at Authorised Location(s) and must not accept orders for Prepaid Products and/or process Transactions at any other location.

4.2. The Retailer authorises epay to: (i) advertise that the Retailer operates the Service and Prepaid Products for sale; and (ii) use the Retailer's name and details of the Authorised Location(s) in any promotional materials relating to the Service.

4.3. The Retailer shall:

a) use reasonable efforts to notify epay in writing at least 20 days (and, in any event, not less than 60 days) before any proposed change of Authorised Location(s) and must not sell or offer Prepaid Products for sale or process Transactions at any changed location without obtaining epay's prior written approval;

b) not sell Prepaid Products in any manner, or at any place, other than that instructed by or agreed with epay;

c) make no amendment, modification, deletion or replacement of any or all of the terms and conditions as set by the Provider from time to time;

d) not initiate a Transaction unless the Prepaid Product has been paid for in full by a Customer. The Retailer shall be liable to make payment for all Prepaid Products Sold in accordance with this Retailer Agreement regardless of whether the Retailer takes payment from the Customer and, for the avoidance of doubt, if the Retailer accepts payment for any Prepaid Product by way of charge card, credit card, debit card or cheque, the risk of any loss arising by way of dishonoured payment or otherwise will be borne solely by the Retailer;

e) not make any representations in relation epay, any Provider or anything contemplated under this Retailer Agreement which are false or misleading;

f) not sell Prepaid Products to any third party other than a Customer;

g) actively offer for sale, display, sell and promote the sale of all Prepaid Products which the Retailer is authorised to sell;

h) not make the sale of any Prepaid Product conditional upon the sale of any other goods or services nor impose or seek to impose any terms or conditions in relation to such sale other than those set out in the terms and conditions of the applicable Provider (issued by the relevant Provider or epay);

i) advertise and market Prepaid Products only in accordance: (i) with the prior written consent of epay; and (ii) the Ancillary Documents. Without prejudice to the foregoing, and in particular, but without limitation, the Retailer must ensure that all statements in any advertisement for Prepaid Products or in any other material designed to encourage the purchase of Prepaid Products are true and capable of independent verification, and that its trading activities are in compliance at all times with the Consumer Guarantees Act 1993 and the Fair Trading Act 1986;

j) not act (or fail to act) in a way which adversely affects, or is reasonably likely to adversely affect, the reputation of epay or any Provider;

k) obtain epay's prior written approval before using epay's or any Provider's IPRs in any advertising or sales promotions;

l) continue to ensure that a sufficient number of the Retailer's employees are properly trained to sell Prepaid Products using the Equipment and/or WebPOS provided to the Retailer and ensure such training covers such aspects of Retailer performance under this Retailer Agreement as epay may reasonably require; and/or

m) instruct its employees as to the qualities, properties and functionality of the epay electronic system, the sale of Prepaid Products and the processing of Transactions.

4.4. epay will provide initial training in the use of the Equipment and/or WebPOS as necessary at epay's cost and will provide a Retailer help line to assist with any training issues. epay will meet all costs and charges relating to the use of the Retailer help line except for any local connection charges, which will be borne by the Retailer.

4.5. Subject to clause 4.6, if as a result of: (i) malfunction of any Equipment and/or WebPOS a Transaction is improperly processed such that the Prepaid Product is incapable of being used to access a Provider Goods and/or Services; or (ii) operator error a Transaction is processed which is not in accordance with the specified requirements of a Customer and the Customer is unwilling to

accept the Prepaid Product; then epay shall, subject to such further procedures as epay may from time to time reasonably require in order to satisfy itself as to the validity and genuineness of such cancellation and the bona fides of the Retailer and its employees and of the claim, accept cancellation and refund the Retailer the price of the cancelled Transaction.

4.6. Any cancellation and/or issue of a refund pursuant to clause 4.5 is always subject to: (i) the credit linked to the Prepaid Product or the underlying Provider Products and/or Services remaining unused and/or un-accessed; and/or (ii) such cancellation and/or refund being allowed by the business rules of the relevant Provider and the relevant Provider issuing a corresponding refund to epay. If any refund is issued by epay for which the credit or the underlying Provider Products and/or Services has been used and/or accessed and/or the relevant Provider subsequently requires epay to repay to that Provider the value of the relevant refund then epay may recover the value of any such credit via the Direct Debit in place with the Retailer.

4.7. The following additional terms and clauses 4.9 and 4.10 shall apply if the Retailer is supplied epay Convenience POS: (i) the epay Convenience POS unit and customer facing media screen must be plugged into power and turned on during opening times; (ii) the epay Convenience customer facing media screen must be in clear view to Customers at all times and must not be hidden or covered; (iii) the Retailer must have a broadband connection and two mains power sockets within 3 meters of each epay Convenience POS unit; (iv) all sales made by the Retailer must be recorded and sold through the epay Convenience POS systems; (v) all Products must be scanned using the product barcode or product look up via epay Convenience POS to correctly identify the Product sold; (vi) the Retailer acknowledges if the Retailer does not comply with (i) to (v) above the maximum Weekly Rental for epay Convenience POS will be charged.

4.8. Depending on the total sales of Products and third party products sold via epay Convenience POS, and subject to clause 4.9 below, epay may charge the Retailer the epay Convenience POS Service Fee.

4.9. If epay reasonably suspects 5% or more of sales are recorded as miscellaneous as opposed to the actual product type, the maximum Weekly Rental will be charged.

4.10. Any change of ownership of the business causing the relicense of the epay Convenience POS will incur a charge of \$250 exclusive of GST.

5 TITLE AND RISK

5.1. Title to all Equipment remains with epay (or its third party supplier as applicable) at all times and the Retailer is not entitled to possession of any Equipment until a financing statement has been registered on the Personal Property Securities Register by epay or the third party supplier of the Equipment to perfect any security interest over the Equipment and then unless and until epay or the relevant third party supplier of the Equipment passes title to the Retailer, the Retailer shall hold the Equipment as fiduciary bailee and agent for epay. The Retailer irrevocably authorises epay or its nominee to enter the Retailer's premises to remove any Equipment which is the property of epay.

5.2. Risk in the Equipment passes to the Retailer once the Equipment has been installed at or delivered to the Retailer's premises.

5.3. Retailer acknowledges the retention of title provisions of this clause 5 and the arrangements concerning the Equipment generally under this Retailer Agreement constitute a security interest or interests (as that term is defined in the Personal Property Securities Act 1999 ("the Act") in favour of epay (or another third party) over Equipment presently or in the future supplied or delivered by epay to the Retailer. Where a purchase price is payable the security interest will subsist until the purchase price of the Equipment is paid in full without deduction or set-off or where such of the Equipment is held as fiduciary bailee and agent of epay such bailment ceases. On epay's request, the Retailer must properly execute any documents and do anything else required by epay to ensure that the security interest constitutes a perfected security interest (as that term is defined by the Act) over the Equipment including:

a) executing any new, replacement or additional security document(s); and

b) providing any information to epay to enable epay to complete and register a financing statement or a financing change statement. The Retailer or third party supplier waives the right to be given a copy of any verification statement in relation to any financing statement or financing change statement registered by epay.

5.4. The Retailer shall ensure that no security interest is lawfully claimed over any Equipment by a party other than epay or the third party supplier of the Equipment. The Retailer must notify epay immediately the Retailer becomes aware of any security interest over the Equipment other than epay's or the relevant third party supplier's security interest.

5.5. Depending on which of epay's products or services the Retailer is authorised to use, epay may provide Security Information to the Retailer, and epay may also require the Retailer to provide Security Information to epay which will enable the Retailer to access and use the relevant product or service. The Retailer must treat all Security Information as strictly confidential, and not disclose it to anyone. epay is entitled to rely on the provision of the Retailer's Security Information without further enquiry, as evidence of the Retailer's identity and authority to use the relevant product or service. As a result, the Retailer will be liable for the costs and charges in relation to all such use. Any Security Information which is generated by epay and supplied to the Retailer remains the property of epay at all times.

5.6. The Retailer agrees to notify epay immediately of any actual or suspected unauthorised use of the Security Information relating to the Retailer. Such notice will not release the Retailer from any liability the Retailer may have to epay in relation to the relevant product or service, but epay will use reasonable endeavours to mitigate the effects of that unauthorised use from the Retailer's perspective.

5.7. Subject to the terms and conditions of this Retailer Agreement, and for the term of this Retailer Agreement, epay hereby grants to the Retailer, and the Retailer accepts, a personal, non-exclusive, non-transferable, revocable right and licence to use the Software, for the duration of this Retailer Agreement. The licence provided in this clause 5.7 is subject to the Retailer installing any updates, upgrades or new versions of the Software within the timeframe provided by epay to the Retailer, at the time the update, upgrade or new version is released by the Retailer. The Retailer may only use the Software for the purposes of using the Equipment in accordance with its intended use under this Retailer Agreement. Any use of the Software not expressly permitted by this Retailer Agreement is prohibited. In particular, and without limiting this obligation, the Retailer shall not, and will procure that no third party shall: (a) site, locate, install or otherwise configure the Software other than in accordance with epay's instructions; (b) reverse assemble, reverse compile, or otherwise reverse engineer or attempt to derive the source code of the Software; and/or (c) modify, alter, enhance or create derivative works of the Software without epay's prior written consent. Except for the license rights expressly granted in this clause, epay shall retain all right, title and interest in and to the Software. This Retailer Agreement grants no express or implied license, right or interest in or to any copyright, patent, trade secret, invention or other IPR of epay, other than the express licenses and rights set out in this clause. Upon termination of this Retailer Agreement for any reason the Retailer shall immediately return or destroy, as requested by epay at its sole discretion, all copies of the Software, and all associated documentation, in its possession. The Retailer agrees to certify its compliance with these requirements within five (5) Business Days of epay's request.

6 OPERATION AND MAINTENANCE OF TERMINALS AND EQUIPMENT

6.1. Depending on the type of Terminal agreed between epay and the Retailer (or if the Retailer will use WebPOS) epay or its nominees shall: (i) install and/or initiate Terminal(s) and/or WebPOS (and/or other Equipment if applicable) at the Authorised Location at a date and time reasonably determined by epay.

6.2. The Retailer shall as applicable: (i) provide suitable access to its premises to allow installation of Equipment and/or the Terminal to take place; (ii) provide all necessary services and amenities to enable epay and/or its nominees to undertake the installation; (iii) provide epay and/or its nominees with all such assistance and support as they may reasonably require to enable them to complete the installation of the Equipment and/or Terminals; (iv) shall supply at its premises and at its own expense suitable power point(s), telephone connection point(s) and/or internet connection (all as notified by epay) necessary to operate the Terminal, WebPOS and/or other Equipment to epay's satisfaction; (v) download to each Terminal a file containing a batch of PINs enabling the Initiation of Prepaid Products in such denominations and of such total value as shall be determined by epay; (vi) activate WebPOS; (vii) Activate Prepaid Products; and (viii) from time to time as notified by epay, download replacement files of PINs and/or updates to Terminal software.

6.3. epay makes no promises or warranties or representations about the description, quality, suitability, safety, merchantability, completeness or fitness for any purpose of the Prepaid Products, the Service, any Equipment, WebPOS and/or the Software provided hereunder (except as expressly set out in this Retailer Agreement) or as to any other matter all of which promises and warranties are hereby excluded and disclaimed and epay shall not be liable in any circumstances for any damage, injury or loss to any person or property arising from the possession, operation or use of the Equipment.

6.4. The Retailer acknowledges that prior to installation of any equipment, the Retailer examined the Equipment and that the Retailer is satisfied that the Equipment is in good working order and condition and is suitable for the purpose for which the Retailer intends to use such Equipment.

6.5. Both Parties agree that they are in trade, that the supplies made under this Retailer Agreement are made in trade, that it is fair and reasonable that the parties are bound by this clause and, to the extent lawful, that the provisions of the Consumer Guarantees Act 1993 (the CGA) and the Fair Trading Act 1986 (the FTA) do not apply to the arrangements under this Retailer Agreement. If by operation of law either or both the CGA and/or the FTA does apply the Parties agree that this clause 6.5 applies to the maximum extent allowed at law and in particular the CGA and the FTA.

6.6. For Equipment provided to the Retailer under this Retailer Agreement by epay (including any card swipe machine supplied with WebPOS) the Retailer shall:

a) provide sufficient space at the Retailer's premises for the Terminal(s) and must provide epay with reasonable access and assistance to install and repair or replace the Terminals, in accordance with this Retailer Agreement;

b) not part with possession of any of the Equipment without epay's prior written consent nor attempt to sell, dispose of, hire-out, distress and/or encumber, or grant any security interest over, the Equipment in any way;

c) take proper care of the Equipment and keep the same in good condition, and shall be liable for the replacement (or cost of repair, as the case may be) of any Equipment damaged by reason of the Retailer's failure to take proper care of the same, above and beyond fair wear and tear;

d) if the Equipment is stolen or damaged, be liable to pay, within 5 Business Days of receiving an invoice, the Terminal Replacement Fee for the cost of replacement of any stolen or damaged Equipment, together with the cost of any Daytime Credit Limit remaining on any Terminal at the time it is stolen which is fraudulently used to Initiate Prepaid Products and/or until the Terminal is collected by epay or its nominees following termination of this Retailer Agreement;

e) keep the Equipment free from any charge, security interest, lien or other encumbrance or third party right or interest;

f) allow epay and/or its nominees to inspect the Equipment at any reasonable time on reasonable notice and carry out any necessary repair and maintenance work;

g) not add to, combine, and/or alter any identifying markings on the Equipment or any part of it with anything else, including without limitation, any computer hardware or software or do any act or thing which may result in the Equipment or any part of it becoming a fixture or an accession (as defined in the Personal Property Securities Act 1999);

h) hold the Equipment in such way that it is clearly identifiable as the property of epay or the relevant third party supplier and protect the Equipment from any form of seizure by a third party;

i) refrain (and ensure that its employees, agents and representatives and persons visiting the premises refrain) from any act or omission which damages or impairs or may damage or impair the Equipment or any part or parts thereof;

j) immediately notify epay if the Retailer becomes aware of any fault or defect in the Equipment (or any part or parts thereof); and/or

k) not use the Equipment or any part of it for any purpose other than processing Transactions, printing Receipts and for such other purposes as are expressly set out herein or approved in writing by epay from time to time.

6.7. If a Terminal malfunctions or breaks down the Retailer shall: (i) immediately inform epay (who will repair or replace the Terminal, at its option); (ii) not attempt to process any further Transactions until the Terminal has been repaired or replaced by epay; and (iii) from time to time and without notice from epay allow access to epay's authorised agents or representatives during the Retailer's normal business hours to inspect, service, repair or test any Terminal.

6.8. epay shall use reasonable endeavours to ensure that any Terminal malfunction is corrected within 24 hours of receiving notification of a failure.

7 INSURANCE, LOSS AND DAMAGE

7.1. The Retailer shall: (i) insure and keep the Equipment insured for its full insurable value (replacement value) against loss, fire, accident, theft and damage (including malicious damage), storm and tempest, earthquake and water damage, with a reputable insurer; and (ii) ensure that epay's interest is noted on each insurance policy, or that a generic interest clause has been included.

7.2. If any Terminal is lost, or stolen or is destroyed, broken or damaged beyond economic repair the Retailer shall immediately notify epay (providing all relevant details), or if epay or its nominees discover the same, epay shall

notify the Retailer and unless otherwise agreed by epay in writing the Retailer shall immediately pay to epay the Terminal Replacement Fee via the direct debit facility in place in respect of each Terminal.

8 FEES AND PAYMENT

8.1. The Retailer shall complete and sign the Direct Debit Form and the Direct Debit Agreement and return both to epay with this Retailer Agreement. The Retailer must not alter, change or close the Direct Debit Account, during the term of this Retailer Agreement, without the prior written consent of epay. The Retailer's obligation to pay the face value for Prepaid Products and all fees under this Retailer Agreement is absolute and unconditional and no withholding, deduction or set off for any reason (including because of any counterclaim or otherwise) is permitted, and the Retailer's payment obligations will continue notwithstanding, for any reason, any partial or total failure to operate by loss, theft or destruction of, or accident or damage to the Equipment and/or any Terminal.

8.2. epay shall issue Invoices for all Transactions (apart from Redemption Products) for the relevant Accounting Period the day before epay collects the relevant direct debit payment or otherwise as indicated in the Retailer Agreement. epay may amend the Invoice date and/or the direct debit date from time to time by providing notice to the Retailer. epay will direct debit the Retailer's Direct Debit Account for the Invoice value on the day after the end of the relevant Accounting Period. epay shall if requested by the Retailer provide a tax invoice to the Retailer.

8.3. For Redemption Products, epay shall issue an Invoice and shall pay to the Retailer the Transaction value of the redemption less the Redemption Fee. The timings for such payments and issuance of Invoices shall be agreed between the Parties prior to launch of the Redemption Products.

8.4. If the Invoice value to be direct debited is not available in the Retailers' Direct Debit Account by the relevant payment date the Retailer will be deemed to be in default due to non-sufficient funds ("NSF") and: (i) for the first default, the Retailer shall pay an NSF charge of \$150, or interest on the overdue balance at the rate of 4% over Westpac New Zealand Limited's base rate, from the due date for payment until the date of actual payment in full, whichever is the greater; and (ii) for a second and any subsequent default within a 6 month period from the first default, the provisions of (i) above apply except that the Retailer shall pay a minimum NSF charge of \$300 per default.

8.5. epay may require an alternative payment method and terms thereof from the Retailer if the Retailer's account with epay falls into arrears.

8.6. Any expenses, disbursements and legal costs incurred by epay in the enforcement of any rights contained in or recovery of any amounts under this Retailer Agreement shall be paid by the Retailer, including any reasonable solicitor's fees or debt collection agency fees and epay may collect any such payment by direct debit on notice to the Retailer.

8.7. If the Retailer defaults on any payment epay may: (i) withdraw the Retailer's authority to process any Transactions via epay; (ii) arrange for any Equipment to be disconnected and removed and the Retailer shall make all Equipment available for disconnection and removal; (iii) commence proceedings for recovery of outstanding amounts due by the Retailer to epay; and/or (iv) terminate this Retailer Agreement with immediate effect.

8.8. epay has obtained written permission from the Inland Revenue Department ("IRD") to issue Buyer Created Tax Invoices ("BCTI"). epay shall provide the Retailer with an IRD approved BCTI in respect of a taxable supply of goods and/or services made to epay by the Retailer, specifically in relation to the Retailer Margin on Agency Products. The Retailer agrees that epay shall issue a BCTI for the Retailer Margin on Agency Products and the Retailer shall not issue any invoice for Retailer Margin on Agency Products covered by a BCTI..

9.2. epay warrants (and will provide evidence upon request) that in each case it has the authority, directly or indirectly, of the Provider of goods or services redeemable for No GST Products to enter into this Retailer Agreement regarding the Retailer of the No GST Products and that it will immediately notify the Retailer if this authority is revoked or the GST treatment of any No GST Product is changed.

9.3. The Retailer acknowledges that there is (directly or indirectly) an agency agreement between epay and each Provider of goods or services redeemable for No GST Products which allows epay to agree with the Retailer on the Provider's behalf under section 5(11G) of the GST Act. The Retailer accepts the benefit conferred by that agency agreement.

9.4. The Retailer hereby authorises epay to provide a copy of this Retailer Agreement to a relevant Provider of No GST Products if requested by them or their agents.

9.5. Whenever a sum of money is payable by either Party to the other under this Retailer Agreement, unless agreed otherwise in this Retailer Agreement, each Party shall pay GST in accordance with the GST Act at the rate current when the sum of money is payable where the parties are obligated to charge GST on that sum, at the same time that the money is due to be paid under this Retailer Agreement.

10 LOGOS AND INTELLECTUAL PROPERTY RIGHTS

10.1. The Retailer shall not: (i) claim any right in or to epay's or any Provider's IPRs, except as directed or approved by epay or the relevant Provider (as applicable) all of which shall remain the property of epay or the relevant Provider (as applicable); and/or (ii) use any epay and/or Provider IPRs without epay's prior written consent.

10.2. The Retailer shall indemnify epay against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by epay arising out of or in connection with any claim made against epay for actual or alleged infringement by the Retailer of a third party's IPRs arising out of, or in connection with, the Retailer's use and/or sale of the Prepaid Products in breach of this Retailer Agreement.

11 WARRANTIES AND LIABILITY

11.1. Except where to do so would contravene any law or make any part of this Retailer Agreement void or unenforceable, epay: (i) excludes any and all liability to the Retailer for any special, indirect, economic or consequential loss or damage (including loss of profits, commission or revenue) suffered or incurred by the Retailer in connection with this Retailer Agreement, regardless of the Cause of Action under which the liability arises; and (ii) limits its liability for all claims and proceedings in connection with this Retailer Agreement, regardless of the Cause of Action under which they are made or brought, in aggregate to \$3,000. Where any Service has a fault or outage (including to the Host System) epay will use reasonable endeavours to remedy that fault or outage within a reasonable time period however epay shall have no liability of any kind to the Retailer resulting from or linked to any such outage.

11.2. The Retailer represents and warrants to epay as a continuing obligation that: (i) it has the power to enter into, exercise its rights, perform and comply with its obligations under this Retailer Agreement; (ii) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of all necessary consents) have been taken, fulfilled and done in order to enable the Retailer lawfully to enter into and exercise its rights and perform and comply with his obligations under this Retailer Agreement and that such obligations are valid, legally binding and enforceable; (iii) its entry into, exercise of rights and/or performance of or compliance with its obligations under this Retailer Agreement do not and will not violate any restriction imposed by (a) any law to which he is subject or (b) being a company, its constitution and the Companies Act 1993; and (iv) its entry into, exercise of his rights and/or performance of or compliance with its obligations under this Retailer Agreement do not and will not violate any agreement to which it is a party.

9 GST

9.1. For certain Prepaid Products as indicated in the Product Schedule and the Invoice ("No GST Products"), the parties agree that the supply of goods and services takes place on redemption (and not the sale) of the No GST Products in accordance with section 5(11G) of the Goods and Services Tax Act 1985 ("GST Act").

11.3. The Retailer shall notify epay immediately of any changes or proposed changes in the ownership or the nature of the Retailer's business; or the Retailer becoming aware of any matter or event which constitutes or might give rise to a breach of any of the above representations warranties and undertakings and shall promptly provide epay with all details of such matters as epay shall reasonably require.

11.4. The Retailer shall indemnify epay against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by epay arising out of or in connection with any claim made against epay for the Retailer's breach, negligent performance or failure or delay in performance of any obligations under this Retailer Agreement (including by any of the Retailer's employees, agents or subcontractors and anyone who operates the Terminal).

11.5. Neither party shall be deemed to be in breach of this Retailer Agreement or otherwise liable to the other party for any delay in or non-performance of its obligations under this Retailer Agreement if and to the extent that the delay or non-performance is due to circumstances beyond the reasonable control of that party including but not limited to a failure of or interruption in the provision of essential services such as electricity supply, bank payment systems or postal deliveries or the delivery of Paper Stock or other consumables.

12 TERMINATION AND TERMINATION CHARGES

12.1. epay may terminate or suspend this Retailer Agreement (entirely or in respect of a particular Provider and/or Prepaid Product) with immediate effect by notice in writing to the Retailer on or at any time after the occurrence of any of the following events:

- a)** by providing the Retailer thirty (30) days' written termination notice;
- b)** the Retailer breaching any term of this Retailer Agreement, such breach not being rectified by the Retailer to epay's satisfaction within 7 days of a notice from epay to do so;
- c)** if so required by one or more Provider;
- d)** if the Retailer fails to make any payment due to epay under this Retailer Agreement, such non-payment not being rectified by the Retailer to epay's satisfaction within 1 Business Day of a notice from epay to do so;
- e)** if the Retailer does or fails to do anything that epay considers in its absolute discretion may damage or be detrimental to epay's and/or any Provider's reputation;
- f)** if the Retailer, being a company, is unable to pay its debts as they become due, goes into liquidation, is wound up or if a meeting is called for the purpose of considering the appointment of a liquidator, has a receiver or statutory manager appointed over all or any of its property;
- g)** the Retailer making an arrangement or composition with its creditors; and/or
- h)** a bankruptcy order is made against the Retailer.

12.2. In respect of a particular Prepaid Product, the Retailer's authorisation to sell such Prepaid Product shall terminate concurrently with the termination of the relevant Provider Agreement.

12.3. The Retailer may terminate this Retailer Agreement if epay is in material breach of this Retailer Agreement and such material breach is not remedied by epay within 30 days of a notice from the Retailer to do so.

13 CONSEQUENCES OF TERMINATION

13.1. Immediately upon termination of this Retailer Agreement, epay may remove the Equipment and Ancillary Documents located at the Retailer's premises and any Authorised Location and the Retailer must:

- a)** cease offering for sale, selling or supplying Prepaid Products and/or processing Transactions and must not hold itself out as being authorised to offer for sale, sell or supply any Prepaid Products;

- b)** permit epay and its authorised representatives to enter the premises at which the Equipment is located and to remove the Equipment, ensuring that the Equipment is in good condition and good working order and where the termination of this Retailer Agreement was by reason of a breach by the Retailer of its obligations under the Retailer Agreement the Retailer shall pay epay's reasonable costs of removing the Equipment;

- c)** cease to make any use of, or do anything which infringes or is likely to infringe, epay's and any Provider's IPRs (unless use of any such Provider IPRs has been independently authorised by the relevant Provider), and shall not use any name, logo, trade mark or service mark which may deceive or to cause confusion with epay's and/or any Provider's IPRs and/or the name 'epay' or the Provider's name; and

- d)** cease any use any and all of epay's IPRs and shall not do anything which infringes or is likely to infringe any of the IPRs.

14 TERMINATION CHARGES

14.1. The Retailer agrees to pay to epay, in full and without set off or deduction or withholding the following termination charges (if applicable):

- a)** all monies owed as at the time of termination;
- b)** if this Retailer Agreement is terminated by the Retailer prior to the Initial Term, the Retailer shall within 14 days pay to epay the Early Termination Fee (save where the Retailer validly terminates this Retailer Agreement pursuant to clause 12.3);
- c)** if epay validly terminates pursuant to clauses 12.1.b) to 12.1.h) (inclusive), the Retailer shall within 14 days pay to epay the Early Termination Fee; and/or
- d)** if the Retailer: (i) fails to maintain the Terminal in accordance with this Retailer Agreement; (ii) refuses to allow epay or its nominees access to the Retailer's premises to inspect the Terminal; and/or (ii) on termination fails to offer-up and allow epay access to the Retailer's premises to collect the Terminal in accordance with this Retailer Agreement; then the Retailer shall within 14 days pay to epay the Early Termination Fee.

The Retailer agrees and acknowledges that the Early Termination Fee is fair and equitable.

14.2. If epay agrees to an assignment by the Retailer of this Retailer Agreement pursuant to clause 20.1, then the Retailer shall pay to epay an assignment charge of \$85.00. The Retailer acknowledges that this assignment charge reflects a pass-through of the assignment charge epay is required to pay to its third party Terminal supplier for each assignment.

14.3. Any payments due shall be collected by epay by direct debit.

15 ACCESS FOR AUDIT PURPOSES

epay and or the relevant Provider may: (i) at any time on giving reasonable notice to the Retailer access each Authorised Location, the staff at each Authorised Location and the Retailer's records relating to the Service and the sale of Prepaid Products for audit purposes, the review of security arrangements and to investigate the operation of the Service at the Authorised Location. The Retailer shall also allow epay such other access to the Authorised Locations as is reasonable in order to enable epay to fulfil its obligations under this Retailer Agreement; and/or (ii) inspect and copy all records kept by the Retailer relating to sale of Prepaid Products, the processing of Transactions, the Paper Stock and the Equipment.

16 CONFIDENTIALITY AND PRIVACY

16.1. Each party will keep confidential and shall not use for any purpose (save for the proper performance of its obligations and exercise of its rights under the Retailer Agreement, or where disclosure is required by law) any and all information of a confidential nature concerning the business of the other party or (in the case of the Retailer) a Provider.

16.2. The Retailer shall keep all data or information obtained by them, which is not publicly available, relating to epay, any Provider, any Prepaid Product the Service and the terms of this Retailer Agreement strictly confidential and shall not use such data or information for any purpose other than performing its obligations under this Retailer Agreement. The Retailer shall not use any data or information relating to the Provider or the customers of a Provider for any purpose whatsoever and shall not permit disclosure of such data or information to any third party. The Retailer shall ensure that all of its staff will comply with these obligations of confidentiality.

17 NOTICES

17.1. Save as otherwise provided in this Retailer Agreement, any notice or other communication under or in connection with this Retailer Agreement shall be in writing addressed to: (i) the Retailer at the address specified on the execution page of this Retailer Agreement or such other address as may hereafter be notified by the Retailer to epay; or (ii) epay at: epay New Zealand Limited, PO Box 132122, Sylvia Park, Mt Wellington, Auckland 1644 for the attention of the Managing Director (or to another address or person as notified by epay from time to time).

17.2. Any notice or other communication delivered or sent in accordance with clause 17.1 above shall be deemed to have been duly given: (i) if delivered personally or by courier, on delivery; (ii) if sent by recorded delivery post, on the third Business Day after posting it; (iii) if sent by facsimile transmission, on the first Business Day after completion of its transmission; or (iv) if communicated by e-mail, on the first Business Day after the message is received by a computer under the control of the person to whom the notice or communication is being sent.

18 PRIVACY AND CREDIT REPORTING AGENCY ACKNOWLEDGEMENT AND CONSENT

18.1. The Retailer acknowledges and authorises epay to: (i) obtain from and provide to any credit reporting agency a credit report containing personal and/or commercial information relating to the Retailer's commercial credit activities; and (ii) collect from the Retailer personal information and other transactional data about the Retailer which epay may combine with other such information and data and supply to third parties to allow such third parties to use the data for the purposes of marketing, research and promotional activities including concerning the transactional and retailing activities at any particular Authorised Location.

18.2. epay will, if the Retailer provides personal information (as defined in the Privacy Act 1993) collect that personal information. If it does, it will use the personal information for assessing the Retailer's application and, if the application is granted, conducting the relationship between the Retailer and epay, and also for conducting marketing and research and promotional activities and initiatives with the Retailer or as described in clause 18.1(ii). epay may also provide the personal information to debt recovery contractors, credit reporting agencies and provide such data to marketing, research and promotion companies and data agencies ("Agencies"), including for commercial gain. The Retailer acknowledges that epay will, and authorises epay to, provide credit information to credit reporter(s) (if appropriate) to enable the credit reporters to provide their services (which may involve the credit reporter(s) disclosing that credit information to other parties), and information to Agencies (epay will inform the Retailer of the identities of these Agencies if the Retailer so requests). The Retailer authorises epay or and/or Agencies to use the information and data for the purposes of sending the Retailer marketing, research and promotional material for any products and services offered and any other information that epay considers necessary to maintain and develop its relationship with the Retailer, including product offerings and promotions. The Retailer acknowledges that any personal information provided to epay will be held by epay at its offices at 7A Pacific Rise, Sylvia Park, Mt Wellington Auckland, and any personal information provided by epay to credit providers and/or Agencies will be held by them. If the Retailer does not provide any personal information requested by epay in accordance with this Retailer Agreement, the Retailer may be in breach of this Retailer Agreement. The Privacy Act 1993 gives the Retailer rights of access to and correction of the personal information provided to epay (for which a charge may apply).

19 CREDIT CONTRACTS AND CONSUMER FINANCE ACT 2003

The Retailer acknowledges that the Credit Contracts and Consumer Finance Act 2003 does not apply to this Retailer Agreement.

20 MISCELLANEOUS AND GENERAL TERMS

20.1. This Retailer Agreement is personal to the Retailer and the rights and obligations granted shall not be assigned, transferred, subcontracted, charged or otherwise disposed of in any manner by the Retailer, nor shall the Retailer attempt to do any of the same without epay's prior written consent. epay may at any time assign or transfer any or all of its rights, interests, benefits and obligations under this Retailer Agreement, to any party, without the consent of the Retailer. If it does, the assignee or transferee will have all of the rights and remedies under this Retailer Agreement and any related document as if it was epay. The Retailer agrees that it will not assert any right of set-off or enter a claim which it has or acquires against epay or any assignee or transferee, and will pay all amounts owing under this Retailer Agreement and any related document to the assignee or transferee. Reference to epay includes epay's successors, assignees or transferees of epay. The Retailer authorises epay to collect, use and disclose information about it for any purpose related to their relationship with epay including in relation to any assignment or transfer of any or all of epay's rights, interests, benefits and obligations under this Retailer Agreement and any related documents.

20.2. The failure by epay to exercise or delay in exercising any of the rights or remedies under this Retailer Agreement shall not constitute a waiver by epay of its rights or remedies.

20.3. Except as expressly provided in this Retailer Agreement, the rights and remedies of epay contained in this Retailer Agreement are cumulative and not exclusive of any other rights or remedies of epay under this Retailer Agreement or provided by law.

20.4. Nothing in this Retailer Agreement shall be construed as creating a relationship of employment, agency (save for the limited purpose of concluding the sale of Prepaid Products on behalf of the Provider) or partnership between the parties.

20.5. The Retailer shall be fully responsible for the acts and omissions of the Retailer's directors, officers, employees, contractors, consultants, representatives and agents and for their compliance with this Retailer Agreement and acknowledges that the Retailer is responsible for any use of the Service by any third party (whether authorised by the Retailer or not) at an Authorised Location or on the Retailer's premises. epay may sub-contract all and any of its rights and/or obligations under this Retailer Agreement.

20.6. The Retailer will be fully liable under this Retailer Agreement for all acts and omissions of the Retailer's employees, contractors and agents as if the same were acts and omissions of the Retailer.

20.7. The Retailer agrees with epay fully to comply with, observe and be bound by all applicable laws and regulations in force from time to time.

20.8. This Retailer Agreement may be amended by epay by providing 30 days' written notice to the Retailer save that epay may amend the Retailer Margin immediately on notice to the Retailer in respect of: (i) amendments to the Retailer Margin for any Prepaid Products; (ii) amendments to the payment terms set-out herein; and/or (iii) addition and/or removal of Prepaid Products from this Retailer Agreement and/or any changes to denominations of Prepaid Products.

20.9. If any provision of this Retailer Agreement is held to be invalid or unenforceable for whatever reason, the remaining valid and enforceable provisions shall remain in full force and effect.

20.10. The Retailer enters into this Retailer Agreement solely in reliance on its own judgment and acknowledges that it has not received any warranty, representation or guarantee, express or implied, of any nature or kind whatsoever as to the potential volume of sales or Prepaid Product.

20.11. This Retailer Agreement is governed by the laws applicable in New Zealand and each party irrevocably and unconditionally submits to the jurisdiction of the courts in New Zealand.