

Initial

Date

PLEASE COMPLETE IN FULL and RETURN ALL PAGES OF THIS AGREEMENT

This Contract for Products and Services dated _____,

Between:

Atlantic Prepaid Inc. ("Atlantic Prepaid")

- and

(The Operating Name of the Store) (the "Retailer")

-and

(Name of Owner/Director) (the "Guarantor")

Residing at:

Address: _____ City: _____ Prov: _____ Postal Code: _____
(Home Address of Owner/Director)

NOW THEREFORE in consideration of the mutual covenants and agreements set out herein, the parties agree as follows:

Atlantic Prepaid represents and warrants that its head office is located at: 91 Sackville Dr Suite 107 Lower Sackville, NS B4C 2R3 Tel: (888) 479-7779 Fax: (888) 878-6015

Visit Our Website: www.atlanticprepaidcanada.com

The Retailer warrants and represents that the following information is accurate:

General Information

Legal Company Name: _____

Affiliate Company Name(s) (if any): _____

Store Physical Address: _____ City: _____

Prov: _____ Postal Code: _____ Tel: _____ Fax: _____

Cell: _____ E-mail: _____

Accounts Payable Contact: _____ Tel (if different): _____

E-mail address to be used for billing communication: _____

Note: ALL billing is done by e-mail: no billing communication will be done via fax, regular mail or phone.

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Company Owner(s) – Principals**Business Information**

Name: _____

Ownership: ____Sole, ____ Partnership, ____ Corporation

Address: _____

of years in Business: _____

City: _____ Prov: _____

Type of Business: _____

Postal Code: _____

No. of Employees: _____

Tel: _____

Annual Sales \$: _____

SIN: _____

Date of Birth _____ (optional)

Additional Information

Do you require an internet terminal or a Dial Up Terminal?

Dial Up [☐]Internet [☐]**Internet will connect through a router (NOT wireless).****Dial Up will connect through a phone line.**If using dial up, does the phone line to be used for the terminal require "9" to dial out? [☐] YES [☐] NO

In Business since:

PST #

QST#

GST/HST#

Trade References:**Name****City****Phone****Fax**

1.1. TERM AND TERMINATION

1.1.1. This Agreement shall commence on the date written above and shall continue from year to year thereafter unless terminated by one of the parties in accordance with section 1.1.3 hereof

1.1.2. Should the Retailer cease to operate the business as described above, Atlantic Prepaid shall have the right to terminate this Agreement immediately.

1.1.3. This Agreement may be terminated by either party by giving 30 days written notice to the other.

1.2. EXCLUSIVITY.

1.2.1. The Retailer shall purchase the products and services outlined in section 1.9 below, exclusively from Atlantic Prepaid and in accordance with this Agreement.

1.3. PRODUCTS AND SERVICES

1.3.1. Atlantic Prepaid shall sell to the Retailer, in accordance with the terms of this Agreement, and at the prices set out in Section 1.9 hereof, the following:

1.3.1.1 Those products specified in the Pricing Grid in Schedule "A" attached hereto (the "Products"). At the time of this agreement the listing includes:

(A) POSA (Point-of Sale-Activated) long distance pre-paid phone cards;

(B) POSA cellular pre-paid Product Identification Numbers ("PIN" or "PINs"); and

(C) Other prepaid PIN based POSA card products.

1.3.2. All equipment and technological or other service or maintenance which is required for the sale of the Products and the operation of the POSA Terminals, including but not limited to the following, shall be included in the price of the Products and shall be provided by Atlantic Prepaid at no extra charge:





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- 1.3.2.1. Technology with which to deliver PINs electronically and to activate phone cards;
- 1.3.2.2. Electronic devices that facilitate the delivery of PINs and the activation of phone cards ("POSA Terminals");
- 1.3.2.3. Technical support for the operation of the POSA Terminals;
- 1.3.2.4. Store level reports, printed on the terminals, detailing sales by SKU and by employee.

1.4. TERMINAL OWNERSHIP

- 1.4.1. Atlantic Prepaid shall retain exclusive ownership of all POSA terminals installed in the Retailer's outlet.
- 1.4.2. For the purposes of this Agreement, Atlantic Prepaid's POSA terminals shall not be considered to be a fixture, but rather the continuing personal property of Atlantic Prepaid.
- 1.4.3. Atlantic Prepaid shall have the exclusive right to open, adjust, remove, disconnect, repair, replace, update, modify, connect or alter its POSA terminals. However, Atlantic Prepaid shall only have access to the POSA terminals during the regular business hours of the Retailer, and shall provide 24 hours notice to the Retailer prior to exercising the rights set out in this paragraph.

1.5. INVOICING AND PAYMENT

- 1.5.1. Atlantic Prepaid shall invoice the Retailer, and the Retailer shall pay to Atlantic Prepaid, the Invoice Amounts as defined in the Pricing Grid in Schedule "A" attached hereto.
- 1.5.2. Payment terms shall be net 7 days.
- 1.5.3. Each Wednesday, Atlantic Prepaid shall e-mail the Retailer an invoice/ statement of the prior week's sales, provided the customers email address is provided. Invoices will also be available from each of the POSA Terminals.
- 1.5.4. Should the stipulations of sections 1.5.1 through 1.5.2 not be adhered to, Atlantic Prepaid reserves the right to cancel this Agreement immediately.

1.6. REFUNDS AND RETURNS

- 1.6.1. Cellular products are not refundable.
- 1.6.2. Defective long distance phone cards which the Retailer activates and sells to end-users will be refunded provided:
 - a) The balance on the Card is equal to the face value of the Card.
 - b) End-user was unable to make a telephone call due to non-conformance to technical requirements.

1.7. OBLIGATIONS OF THE RETAILER

- The Retailer shall:
 - 1.7.1. Upon receipt of the terminal by mail / courier the retailer shall contact Atlantic Prepaid for installation and training. If the retailer delays installation more than 30 days after receipt of the terminal, Atlantic Prepaid at its discretion has the right to collect the value of the terminal being \$699.00 + tax.
 - 1.7.2. Continuously furnish all electrical and phone lines necessary for operating the POSA terminal(s).
 - 1.7.3. Notify Atlantic Prepaid promptly if an activation terminal needs repair.
 - 1.7.4. Be responsible for the collection and remittance of all applicable federal, provincial and local sales taxes at the point of sale.
 - 1.7.5. Ensure that the terminal remains powered and connected overnight for proper daily Auto-Batching.
 - 1.7.6. Return POSA terminal(s), all plastic cards, POP and merchandisers to Atlantic Prepaid, at retailer's expense, in like new condition within 14 days from cancellation or termination of this agreement. If the POSA terminal(s) are not returned to Atlantic Prepaid in good working condition within 14 days, the Retailer shall pay Atlantic Prepaid repair fees or replacement value up to a maximum of \$699.00 + tax.
 - 1.7.7. The terminal will not be deemed to have been received in good working condition until the retailer receives a written notice of confirmation from Atlantic Prepaid. This notice will be sent to the Retailers' address within 30 days of Atlantic Prepaid having received the terminal. Once this notice has been issued, Atlantic Prepaid will then consider the account closed.
 - 1.7.8. Ensure that Atlantic Prepaid's terminal is protected from power surges. If the terminal is damaged due to a power surge, it is the retailer's responsibility to claim the price of a new terminal through the retailer's insurance.
 - 1.7.9. Be responsible for the cost of replacement parts due to loss or damage (Spindle, Paper Cover etc).

1.8. COSTS OF PRODUCTS AND SERVICES

- 1.8.1. Products shall be deemed sold at the time of their activation by Atlantic Prepaid terminal.
- 1.8.2. The Retailer shall pay Atlantic Prepaid the following:
 - 1.8.2.1. For products sold: the prices specified as Invoice Amounts in Schedule "A", attached.
 - 1.8.2.2. Pre-Authorized Payment Processing Fee: Waived.
 - 1.8.2.3. Monthly Terminal Rental: Free.
 - 1.8.2.4. Zero Sales Fee: \$7.50 per week (First 3 mos. Waived)
 - 1.8.2.5. Low Sales Fee (Under \$150 per week): \$3 per week (First 3 mos. Waived)
 - 1.8.2.6. Each retail location will receive one free product reorder per calendar month. Any additional orders may be subject to a \$5.99 S&H fee. This fee may be waived at the discretion of Atlantic Prepaid.
 - 1.8.2.7. NSF Fee of \$50 for any payments returned because of insufficient funds, account closure, PAD revocation.
- 1.8.3. All prices are exclusive of provincial and federal sales taxes. These are the responsibility of the Retailer.
- 1.8.4. Product pricing listed in Schedule 'A' are those in effect as of the signing of this agreement; please note that prices are subject to change.
- 1.8.5. The Retailer shall pay Atlantic Prepaid for products sold, the prices specified as Invoice Amounts in Schedule "A" attached hereto.

1.9. THE GUARANTOR

- 1.9.1. Where Atlantic Prepaid entered into a contract for products and services with the Retailer, the Guarantor has agreed to execute and deliver this agreement in favor of Atlantic Prepaid. Therefore, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Guarantor), the Guarantor hereby agrees with Atlantic Prepaid as follows:



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- 1.9.1.1

The Guarantor shall be jointly and severally bound with the Retailer to perform the obligations of the Retailer under this agreement. Its liability shall be that of a direct and primary obligor and not merely that of a surety.
- 1.9.1.2

The Guarantor shall indemnify and save harmless Atlantic Prepaid from all damages and costs incurred by Atlantic Prepaid if the Retailer defaults in the payment of any amount payable under the Agreement and the Guarantor shall going forward upon demand by Atlantic Prepaid pay to Atlantic Prepaid any amounts so payable.
- 1.9.1.3

If the Retailer defaults under the Agreement, Atlantic Prepaid may proceed against the Guarantor as if it were the Retailer without waiving any of its rights against the Retailer and without any requirement that Atlantic Prepaid shall first have to proceed against the Retailer.
- 1.9.1.4

The Guarantor shall not be released or affected or the rights of Atlantic Prepaid hereunder in any way impaired until such time as all the obligations of the Retailer under the Agreement have been fully performed and satisfied.
- 1.9.1.5

The obligations of the Guarantor shall not be altered by the bankruptcy of the Retailer or by the Retailer ceasing to exist.
- 1.9.1.6

The obligations of the Guarantor may be assigned by Atlantic Prepaid, will benefit and be enforceable by the successors and assigns of Atlantic Prepaid and they shall bind the heirs, executors and legal representative, successors and assigns of the Guarantor.
- 1.9.1.7.

The Guarantor acknowledges receipt of a copy of the Agreement.
The Guarantor hereby executes this agreement.

2.0.MISCELLANEOUS

- 2.0.1.

Assignment - This Agreement may not be assigned by either party without the consent of the other, such consent not to be unreasonably withheld.
- 2.0.2

Notices - All notices shall be made in writing and delivered by mail at the address of the other party, which stands at the head of this Agreement unless written notice of change of address has been made. Waiver - No waiver shall be inferred or implied by anything done or omitted by the parties save only an express waiver in writing.
- 2.0.3

Enduring effect - This agreement shall endure to the benefit of and be binding upon the parties' respective heirs, executors, administrators, successors and permitted assigns.
- 2.0.4

Entire agreement - This agreement, and the schedules attached hereto, constitute the entire agreement of the parties in relation to clinical education placements in the health professions, and except as herein provided, no subsequent amendments, additions or changes to this agreement shall be binding upon the parties unless reduced to writing and signed by them.
- 2.0.5

Severability - If a term, covenant or condition of this agreement is held to be invalid or unenforceable, the remainder of this agreement will remain in force and effect.
- 2.0.6

Headings - The headings contained in this agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of the agreement or any provision of it.
- 2.0.7

Changes in context - This agreement shall be read with all changes of number and gender required by context.
- 2.0.8

Governing law - This agreement shall be construed and governed by the laws of Nova Scotia and the laws of Canada applicable therein.
- 2.1

Indemnification
- 2.1.1

The Retailer and Atlantic Prepaid shall indemnify and save harmless the other party from and against any and all manners of actions, causes of actions, suits, claims, demands and costs whatsoever arising from any action done by the party or by its agents or employees acting in the course of their employment in contravention of the terms of this Agreement.

Application must be completed in its entirety to facilitate processing

We/I make this application for a charge account and give **Atlantic Prepaid** authorization to obtain and report Business information and Personal credit information on the principals of this company including detailed bank reports through the services of Credit Bureau Canada Inc. for the purpose of opening this account and monitoring it for this business relationship. We/I authorize the exchange of business and personal information on an ongoing basis with credit bureaus and other trade suppliers in order to protect and ensure the completeness of the information and to maintain the integrity of the credit granting system.

Terms - Net 7 Days - Interest 2% 1 month (24%/year)

IN WITNESS WHEREOF, the parties enter into this Agreement as of the Effective Date first written above. All of the foregoing, as well as Schedule "A" (attached), is hereby agreed and consented to by the following signatories:

Authorized Signature:Print Name:

Guarantor Signature:Print Name:

Atlantic Prepaid Signature:Print Name:

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Pre Authorized Debit Agreement Plan (PAD)

I/We authorize Atlantic Prepaid Inc. Atlantic Prepaid, and the financial institution designated (or any other financial institutions I/we may authorize at anytime) to begin deductions as per my/our instructions for weekly regular variable payments and/or one time payments from time to time, for payment of all charges arising under my/our Atlantic Prepaid account as per our retailer agreement. Regular Weekly payments for the full amount of products and services rendered will be debit to my/our specified account on Wednesday of every week or the next business day. Atlantic Prepaid will provide a weekly invoice for the amount of each Debit.

I/we warrant and guarantee that all persons whose signatures are required to authorize payments from the below-mentioned account have signed this document and that all persons signing this document are authorized signing officers and are empowered to enter into this Agreement.

This authority is to remain in effect until Atlantic Prepaid has received written notification from me/us of its change or termination. This notification must be received (10) business days before the next debit is scheduled at the address provided below. I/we may obtain a sample cancellation form, or more information on my/our right to cancel a PAD Agreement at my/our financial institution or by visiting www.cdnpay.ca

Revocation of the PAD Authorization does not terminate any contract for products or services that exists between the me/us and Atlantic Prepaid. This PAD Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for products or services exchanged.

Atlantic Prepaid may not assign this authorization, whether directly or indirectly, by operation of Law, change of control or otherwise, without at least providing 10 days written notice to me/us.

I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this agreement. To obtain a for a reimbursement claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca

PLEASE PRINT AND COMPLETE IN FULL AND **ATTACH VOID CHEQUE**

**** If e-signing the agreement please fax or email a copy of the void cheque to:**

1 (888) 878-6015 or sales@atlanticprepaidcanada.com

Name/Business Name(s): _____ Type of Service: **Business**

Address: _____ City: _____

Province: _____ Postal Code: _____ Phone (Bus): _____

Name of Financial Institution: _____

Bank Account #: _____ Transit #: _____ -- _____

Branch(5digits) -- Institution # (3digits)

Bank Address: _____ City: _____

Province: _____ Postal Code: _____

Authorized Signature: _____ Date: _____

Atlantic Prepaid Inc.
91 Sackville Drive, Suite 107
Lwr Sackville, NS B4C 2R3

