



EPAY AUSTRALIA

Thank you for your interest in becoming an epay retailer.

To make sure we get you up and running as fast as possible, please ensure all required information from the checklist is completed accurately before submitting.

CHECKLIST

Which pages do I need to complete?

All Retailers need to complete the following:

- Retailer Agreement (page 1 and 2)
- Direct Debit Request Agreement (page 5)

Retailers with Multiple Stores or WebPOS need to complete the following additional pages:

- For Retailers with multiple stores only – also complete section J (page 3)
- For WebPOS users only – also complete section L (page 4)

What do I need to send to epay?

All Retailers need to send the following:

- All pages that you have filled out
- A copy of your photo identification (e.g your Drivers License or Passport)

For Trusts, in addition to the above also include:

- A copy of the Trust Deed

Please note that the agreement must be signed by the sole director and a witness, or if there is more than one director, then two directors or one director and the company secretary.

How do I send these documents to epay?

- Scan and send the documents and pages from this checklist to signup@epayaust.com.au or fax **(02) 8117 9869**.
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What happens next?

If additional information is required a member of the epay team will be in contact.

Common questions we might have include:

- Asking you to resend any unclear documentation or correct any errors
- Requesting a refundable security deposit if your business is new or due to information we receive as part of a credit check
- Requesting you to confirm your bank account details if you are a Retailer selling Alternative Payments Services Products prior to beginning payments.

Please be advised general processing time for your agreement is within 3-5 working days and once processed we will provide steps to get you transacting.

Need Help?

epay provides a free 24/7 customer service line to answer any questions that you may have. Please contact epay on **1300 301 408** or by email to epayhelpdesk@epayaust.com.au if you have any questions or need any help with your application.



RETAILER AGREEMENT

This Retailer Agreement constitutes an agreement between epay Australia Pty Limited (“**epay**”) ABN 71 093 566 057 of Level 1, 75 Castlereagh St Sydney, New South Wales and the person identified as the Retailer in section E and/or F below (“**Retailer**”) for the supply of Product Sales and/or Alternative Payment Services as indicated in Section C of this Retailer Agreement (as applicable) (epay and Retailer collectively referred to as the “**Parties**” and individually as a “**Party**”). Capitalised terms used in this Retailer Agreement which are not defined in this document shall have the same meanings as in the General Terms and Conditions.

SECTION A – YOU ARE:

NEW RETAILER

CONTRACT RENEWAL

CHANGE OF OWNERSHIP

CHANGEOVER DATE

EXISTING RETAILER ID

ARE YOU PART OF A BUYING GROUP

NO

YES

(IF SO, WHICH ONE/S)

SECTION B – WHAT TYPE OF SERVICE DO YOU REQUIRE:

EPAY TERMINAL

BANK TERMINAL

COMMBANK/ALBERT

FIRST DATA

WEBPOS (PLEASE
FILL OUT SECTION K)

POS PROVIDERS

SWIFT POS

CLICK POS

INDEPENDENT SOLUTIONS

MERLIN POS/RAPS

FUTURENET

WORLD SMART POS SOLUTIONS

OTHER

NUMBER OF LANES

SECTION C – WHICH PRODUCTS DO YOU REQUIRE: (TICK ALL THAT APPLY)

PRODUCT SALES

ALTERNATIVE PAYMENT SERVICES

SECTION D – DO YOU OPERATE YOUR BUSINESS AS A:

SOLE TRADER

COMPANY

TRUST (PLEASE SUPPLY TRUST DEED)

PARTNERSHIP

OTHER

SECTION E – BUSINESS AND PERSONAL INFORMATION:

RETAILER DETAILS

Company name

Trading
Name

ABN

ACN

STORE INFORMATION (FOR ADDITIONAL STORES, PLEASE FILL OUT SECTION J)

Street

Suburb

State

Postcode

POSTAL ADDRESS (IF DIFFERENT FROM STORE)

Street

Suburb

State

Postcode

CONTACT INFORMATION

Contact Person

Mobile

Store Phone

Fax

Email

RETAILER AGREEMENT



SECTION F – REQUIRED ONLY IF YOU ARE A SOLE TRADER, PARTNERSHIP, OR OTHER NON COMPANY ENTITY:

DETAILS

Name & Surname (owner/proprietor)	<input type="text"/>	Date of Birth	<input type="text"/>
Drivers License No	<input type="text"/>	State of Drivers License	<input type="text"/>

ADDRESS

Street	<input type="text"/>		
Suburb	<input type="text"/>	State	<input type="text"/>
		Postcode	<input type="text"/>

SECTION G – PRIVACY ACT 1988:

PRIVACY ACT 1988: I/we confirm that I/we agree, acknowledge and confirm, as provided in clause 14.2 of the General Terms and Conditions (version [July 2017]), in relation to the personal information about me/us in relation to the 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 Retailer.

SECTION H – 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 General Terms and Conditions, the Prepaid Products Appendix and the Alternative Payments Appendix and agree that all products and services supplied by epay to me are supplied on those terms. I authorise epay to enable/modify/program my Point of Sale System or Terminal (as applicable) 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 General Terms and Conditions. If Retailer is a company this Retailer Agreement must be signed by the sole director or, if there is more than one director by two directors or one director and the company secretary who, by signing on behalf of the company, also personally warrants that he or she has the authority to bind the company to this Retailer Agreement. Retailer acknowledges that any dealer arranging the entry into this Retailer Agreement by Retailer does so as 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 General Terms and Conditions, the Product Sales Appendix and the Alternative Payment Services Appendix (all version [July 2017]), which I understand and agree are incorporated into this Retailer Agreement as if they were set out in full.
- I acknowledge that I have received a copy of the Schedule 1 (version 1.0 [July 2017]) and Schedule 2 (version 1.0 NF [July 2017]) which I understand and agree are incorporated into this Retailer Agreement as if they were set out in full.

SECTION I – EXECUTED AS AN AGREEMENT:

The Parties who sign below, enter into, and confirm their agreement to this Retailer Agreement, including without limitation the General Terms and Conditions, the Product Sales Appendix and the Alternative Payment Services Appendix (all version [July 2017]).

- Retailer acknowledges and agrees that by signing this Retailer Agreement, termination charges apply for early termination subject to and in accordance with the General Terms and Conditions (version [July 2017]) and in particular clause 4.
- Retailer acknowledges and agrees that this Retailer Agreement is exclusive in accordance with clause 3 of the General Terms and Conditions (version [July 2017]).

OWNER/PROPRIETOR OR DIRECTOR TRUSTEE

Name	<input type="text"/>	Position in Company	<input type="text"/>
Signature	<input type="text"/>	Date	<input type="text"/>

SECOND DIRECTOR/COMPANY SECRETARY

Name	<input type="text"/>	Position in Company	<input type="text"/>
Signature	<input type="text"/>	Date	<input type="text"/>

WITNESS (NOT REQUIRED IF SIGNED BY TWO DIRECTORS)

Name	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text"/>
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AND BY EPAY

Name	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text"/>
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WITNESS

Name	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text"/>
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SECTION J – ADDITIONAL TERMINAL/STORE REQUESTS: IF YOU HAVE MORE STORES, PLEASE ATTACH ADDITIONAL SHEETS

ADDITIONAL STORE INFORMATION

Street	<input type="text"/>				
Suburb	<input type="text"/>	State	<input type="text"/>	Postcode	<input type="text"/>
POSTAL ADDRESS (IF DIFFERENT FROM STORE)					
Street	<input type="text"/>				
Suburb	<input type="text"/>	State	<input type="text"/>	Postcode	<input type="text"/>
CONTACT INFORMATION					
Contact Person	<input type="text"/>	Mobile	<input type="text"/>		
Store Phone	<input type="text"/>	Fax	<input type="text"/>		
Email	<input type="text"/>				

ADDITIONAL STORE INFORMATION

Street	<input type="text"/>				
Suburb	<input type="text"/>	State	<input type="text"/>	Postcode	<input type="text"/>
POSTAL ADDRESS (IF DIFFERENT FROM STORE)					
Street	<input type="text"/>				
Suburb	<input type="text"/>	State	<input type="text"/>	Postcode	<input type="text"/>
CONTACT INFORMATION					
Contact Person	<input type="text"/>	Mobile	<input type="text"/>		
Store Phone	<input type="text"/>	Fax	<input type="text"/>		
Email	<input type="text"/>				

ADDITIONAL STORE INFORMATION

Street	<input type="text"/>				
Suburb	<input type="text"/>	State	<input type="text"/>	Postcode	<input type="text"/>
POSTAL ADDRESS (IF DIFFERENT FROM STORE)					
Street	<input type="text"/>				
Suburb	<input type="text"/>	State	<input type="text"/>	Postcode	<input type="text"/>
CONTACT INFORMATION					
Contact Person	<input type="text"/>	Mobile	<input type="text"/>		
Store Phone	<input type="text"/>	Fax	<input type="text"/>		
Email	<input type="text"/>				

AUTHORISED SIGNATORY

Name	<input type="text"/>	Position in Company	<input type="text"/>
Signature	<input type="text"/>	Date	<input type="text"/>

RETAILER AGREEMENT



SECTION K - PLEASE LIST ALL AUTHORISED WEBPOS USERS: IF YOU HAVE MORE USERS, PLEASE ATTACH ADDITIONAL SHEETS

WEBPOS USER

Trading Name	<input type="text"/>	Contact Name	<input type="text"/>
Username	<input type="text"/>		
Email address (print in block letters)	<input type="text"/>		
Confirm email address (print in block letters)	<input type="text"/>		

WEBPOS USER

Trading Name	<input type="text"/>	Contact Name	<input type="text"/>
Username	<input type="text"/>		
Email address (print in block letters)	<input type="text"/>		
Confirm email address (print in block letters)	<input type="text"/>		

WEBPOS USER

Trading Name	<input type="text"/>	Contact Name	<input type="text"/>
Username	<input type="text"/>		
Email address (print in block letters)	<input type="text"/>		
Confirm email address (print in block letters)	<input type="text"/>		

WEBPOS USER

Trading Name	<input type="text"/>	Contact Name	<input type="text"/>
Username	<input type="text"/>		
Email address (print in block letters)	<input type="text"/>		
Confirm email address (print in block letters)	<input type="text"/>		

WEBPOS USER

Trading Name	<input type="text"/>	Contact Name	<input type="text"/>
Username	<input type="text"/>		
Email address (print in block letters)	<input type="text"/>		
Confirm email address (print in block letters)	<input type="text"/>		

SECTION L – DIRECT DEBIT REQUEST AUTHORITY:

I/We request, epay Australia Pty Limited (User ID 443470) to arrange for funds to be debited from my/our nominated account at the financial institution shown below according to schedule 2 of the Retailer Agreement and the provisions of the Retailer Agreement. Please refer to the Customer DDR Service Agreement below.

RETAILER'S ADDRESS

Street			
Suburb	State	Postcode	
Name of Bank Account <i>(eg Smith & Co Pty Ltd)</i>			
Name of Financial Institution <i>(eg ANZ)</i>			
Branch <i>(eg Cnr Market & Clarence)</i>			
Bank Account Name <i>(Name that appears on your statement)</i>			
Account Number <i>(9 digits maximum)</i>		BSB No.	
Name <i>(Of authorised signatory)</i>	Name <i>(Of authorised signatory)</i>		
Signature	Signature		
Date	Date		

ACKNOWLEDGEMENT

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and epay as set out in this Request, the Retailer Agreement and in your Customer DDR Service Agreement.

Note that this account will also be used to credit any amounts due under the Alternative Payment Services terms and conditions.

Customer DDR Service Agreement

OUR COMMITMENT TO YOU

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between epay Australia Pty Limited (ABN 71 093 566 057) and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.

INITIAL TERMS OF THE ARRANGEMENT

In terms of the DDR arrangements made between us and signed by you, we undertake to periodically debit your nominated account for the agreed amount for Product Sales or credit your account for the provision of Alternative Payment Services via the Terminal as prescribed in the Retailer Agreement.

DRAWING ARRANGEMENTS

The first drawing under this DDR arrangement will occur within 14 days of commencement of use of the Terminal. If any drawing falls due on a non-Business Day, it will be debited to your account on the following Business Day of the scheduled drawing date.

We will give you at least 14 days notice in writing when changes to the terms of the arrangement are made. This notice will state [may include the new amount, frequency, next drawing date] and any other changes to the terms.

If you wish to discuss changes to the terms, please phone the Credit department on 1300 301 408 or email epayhelpdesk@epayaust.com.au

YOUR RIGHTS

CHANGES TO THE ARRANGEMENT

If you want to make changes to the drawing arrangements, please phone the Finance department on 02 8297 2800. These changes may include:

- Deferring the drawing; or
- Altering the schedule; or
- Stopping an individual debit; or
- Suspending the DDR; or
- Cancelling the DDR completely.

ENQUIRIES

Direct all enquiries to us, rather than to your financial institution, and these should be made at least 14 days prior to the next scheduled drawing date. All communication addressed to us should include your Trading Name, Retailer ID and Terminal ID.

All personal customer information held by us will be kept confidential except that information provided to our financial institution to initiate the drawing to your nominated account.

DISPUTES

If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us by contacting us on 1300 301 408.

If you do not receive a satisfactory response from us to your dispute, contact your financial institution who will respond to you with an answer to your claim.

You will receive a refund of the drawing amount if we can not substantiate the reason for the drawing.

Note: Your financial institution will ask you to contact us to resolve your disputed drawing prior to involving them.

YOUR COMMITMENT TO US

It is your responsibility to:

- Check with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions; and
- Ensure your account details which you have provided to us are correct by checking them against a recent account statement; and
- Check with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request; and
- Ensure on the drawing date there is sufficient cleared funds in the nominated account; and
- Advise us if the nominated account is transferred or closed; and
- Ensure the person(s) signing the DDR form is authorised to do so.

If your drawing is returned or dishonoured by your financial institution, epay will take action as contained in the Retailer Agreement.

SCHEDULE 1: PRODUCTS AND SERVICES

PRODUCTS

Provider	Product Group	Product	Distribution Model
Adobe	ADOBE	POSA Cards	Buy-Sell Model
Adobe	ADOBEMAG	POSA Cards	Buy-Sell Model
Adobe	AUADOBESD	PIN	Buy-Sell Model
Aggregato	APPLE	PIN	Buy-Sell Model
Aggregato	AUSSIECARD	PIN	Buy-Sell Model
Aggregato	CCAUST	PIN	Buy-Sell Model
Aggregato	CCBUBBL	PIN	Buy-Sell Model
Aggregato	CCGOBAN	PIN	Buy-Sell Model
Aggregato	CCSAYG	PIN	Buy-Sell Model
Aggregato	CCSHOUT	PIN	Buy-Sell Model
Aggregato	DAYBREAK	PIN	Buy-Sell Model
Aggregato	DAYBRKETU	POSA Cards	Buy-Sell Model
Aggregato	GOTALK	PIN	Buy-Sell Model
Aggregato	HPYCALL	PIN	Buy-Sell Model
Aggregato	OZCALL	PIN	Buy-Sell Model
Aggregato	OZCETU	POSA Cards	Buy-Sell Model
Aggregato	RATESVR	PIN	Buy-Sell Model
Aggregato	SSETU	POSA Cards	Buy-Sell Model
Aggregato	SUPERSAVER	PIN	Buy-Sell Model
Aggregato	TPCCR	PIN	Buy-Sell Model
Aggregato	TPCGPS	PIN	Buy-Sell Model
Aggregato	TPCHELLO	PIN	Buy-Sell Model
Amaysim	AMAYSIM	PIN	Buy-Sell Model
Apple iTunes	ITUNES	PIN	Buy-Sell Model
Apple iTunes	ITUNESDD	PIN	Buy-Sell Model
Apple iTunes	ITUNESETU	POSA Cards	Buy-Sell Model
BHN	AUBHDAVID	POSA Cards	Buy-Sell Model
BHN	AUBHEVENT	POSA Cards	Buy-Sell Model
BHN	AUBHHOYTS	POSA Cards	Buy-Sell Model
BHN	AUBHMYER	POSA Cards	Buy-Sell Model
BHN	AUBHRDBALL	Direct Load	Buy-Sell Model
BHN	AUBHVILLAG	POSA Cards	Buy-Sell Model
BHN	AUBHBET365	Direct Load	Buy-Sell Model
BHN	AUBHWHILL	Direct Load	Buy-Sell Model
BHN Google	AUBHGOOGLE	POSA Cards	Buy-Sell Model
Boost	TELBST	PIN	Agency Model
Commander	AUCOMMAN	POSA Cards	Buy-Sell Model
Commander	AUCOMMESD	PIN	Buy-Sell Model
CommodiTel	AAPT	PIN	Buy-Sell Model
Cubic Telecom	CUBIC	PIN	Buy-Sell Model
Digicel	DIGICEL	PIN	Buy-Sell Model
Dodo	DODOCC	PIN	Buy-Sell Model

Provider	Product Group	Product	Distribution Model
Dodo	DODOMOB	PIN	Buy-Sell Model
Dodo	DODOMWB	PIN	Buy-Sell Model
Dodo	DODONET	PIN	Buy-Sell Model
Flexepin	AUFLEX	PIN	Agency Model
JB HiFi Card	JBAUETU	POSA Cards	Agency Model
Kaspersky	KASPERSKY	PIN	Buy-Sell Model
Kaspersky	KASPETU	POSA Cards	Buy-Sell Model
Kobo	AUKOBO	PIN	Agency Model
Kobo	KOBOETU	POSA Cards	Agency Model
Lebara	LEBARA	PIN	Buy-Sell Model
Lyca	LYCAMOB	PIN	Buy-Sell Model
Microsoft Apps	MSWIN8ESD	PIN	Buy-Sell Model
Microsoft Apps	MSWINESD	PIN	Buy-Sell Model
Microsoft Apps	MSWINETU	POSA Cards	Buy-Sell Model
Microsoft Office	MS	POSA Cards	Buy-Sell Model
Microsoft Office	MSESDO	PIN	Buy-Sell Model
Microsoft Xbox	AUMSCTC	PIN	Buy-Sell Model
Microsoft Xbox	MSESDX	PIN	Buy-Sell Model
Microsoft Xbox	MSXBOX	PIN	Buy-Sell Model
Microsoft Xbox	MSXESD	PIN	Buy-Sell Model
MOL	AUMOLSTEAM	PIN	Buy-Sell Model
MOL	AUMOLWARG	PIN	Buy-Sell Model
MOL	FBGAMES	PIN	Buy-Sell Model
MOL	MOL	PIN	Buy-Sell Model
MYOB	MYOB	PIN	Buy-Sell Model
MYOB	MYOBETU	POSA Cards	Buy-Sell Model
Neosurf	AUNEOSURF	PIN	Buy-Sell Model
Nefflix	AUNFXESD	PIN	Agency Model
Nefflix	AUNFXETU	POSA Cards	Agency Model
Opal	PTTC	Direct Load	Agency Model
Optus	OPTUSE	PIN	Agency Model
Optus	OPTUSNET	PIN	Agency Model
Paysafe	PAYSAFE	PIN	Agency Model
Primus	IPRIMUS	PIN	Buy-Sell Model
QML	QML	PIN	Agency Model
QML	QMLTOPUP	PIN	Agency Model
Reckon	RECKONETU	POSA Cards	Buy-Sell Model
RTA Sydney Pass	RTA	PIN	Service Provider; Indirect
Skype	SKYPETU	POSA Cards	Agency Model
Sony	AUSONYDLC	PIN	Transaction Processing Services
Sony	SONY	PIN	Agency Model
Sony	SONYENETU	POSA Cards	Agency Model
Sony	SONYETU	POSA Cards	Agency Model
Sony	SONYPP	POSA Cards	Agency Model
Spotify	SPOTETU	POSA Cards	Agency Model

Provider	Product Group	Product	Distribution Model
Spotify	SPOTIFY	PIN	Agency Model
Stan	AUSTAN	POSA Cards	Agency Model
Symantec	AUSYMBW	POSA Cards	Transaction Processing Services
Symantec	AUSYMJB	POSA Cards	Transaction Processing Services
Symantec	AUSYMGEN	POSA Cards	Transaction Processing Services
Symantec	AUSYMHN	POSA Cards	Transaction Processing Services
Symantec	AUSYMTGG	POSA Cards	Transaction Processing Services
Symantec	SYMETU	POSA Cards	Transaction Processing Services
TelPacific	GOTALKU	PIN	Buy-Sell Model
TelPacific	GTMETU	POSA Cards	Buy-Sell Model
TelPacific	TPCHM	PIN	Buy-Sell Model
Telstra	TELBIGPMOV	PIN	Agency Model
Telstra	TELMOB	PIN	Agency Model
Trend Micro	TMIS	PIN	Buy-Sell Model
Trend Micro	TMISSETU	POSA Cards	Buy-Sell Model
Virgin Mobile	VIRGIN	PIN	Agency Model
Visa	EPVGIFT	PIN	Distributor; Indirect
Visa	VPAY	PIN	Distributor; Indirect
Vivid Wireless	VIVID	PIN	Buy-Sell Model
Vodafone	VODAFONE	PIN	Agency Model

NOTE: Opal and QML are Collection Products.

ALTERNATIVE PAYMENT SERVICES

Provider	Product Group	Product	Distribution Model
Alipay	ALIPAY	REDEMPTION	ALTERNATIVE PAYMENT

SCHEDULE 2: TERM, FEES, PAYMENT TERMS

TERM Initial Term continued thereafter for the Renewal Term unless either party provides the other party with ninety (90) days' written notice (which may be given at any time but the Retailer Agreement may not expire earlier than the said Initial Term) subject to relevant terms for earlier termination contained herein.

Initial Term	Three (3) years from the Commencement Date.
Renewal Term	Two (2) years

The parties agree that following the expiration of the Renewal Term, the Retailer Agreement shall continue thereafter for successive renewal terms until either party provides the other party with ninety (90) days' written notice subject to relevant terms for earlier termination contained herein.

MINIMUM MONTHLY VALUE

Minimum Monthly Value	\$1500 Face Value sales per site per month
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SERVICE FEES

	EPAY TERMINAL	WEBPOS	BANK TERMINAL/ POS PROVIDER
Set-Up Fee	NIL	NIL	NIL
Service Fee	NIL	NIL	NIL
Terminal Rental Fee	NIL	NIL	NIL
Consumables Fee	NIL	NIL	NIL

OTHER FEES

Early Termination Fee	\$50 (ex GST) per month per store for the remaining term of the agreement. epay may waive the Early Termination Fee if it is satisfied that the Retailer has terminated this Retailer Agreement due to a genuine sale or closure of its business.
Administration Fee	\$2 (ex GST) per invoice per week for printed invoices. This fee is waived if the weekly invoices are delivered electronically. Any re-issue or additional requests for copied of invoices, or statements, whether printed or electronic, will attract an additional Administration Fee per invoice

NOTE: EPAY MAY CHANGE ANY OF THE FEES OR ADD NEW FEES SET OUT IN THIS SCHEDULE 2 OR ELSEWHERE IN THE RETAILER AGREEMENT BY PROVIDING AT LEAST THIRTY (30) DAYS' WRITTEN NOTIFICATION.

PREPAID PRODUCT PAYMENT TERMS

Payment Period and Payment Dates for Products & Fees: epay will invoice the retailer on a twice weekly basis in accordance with the Retailer Agreement. Unless otherwise notified by epay for a specific Product, Product Sales accrued Monday to Wednesday will be debited on Friday the same week. Sales accrued Thursday to Sunday will be direct debited the following Tuesday. Fees (if any), are payable when incurred and will be direct debited by epay as per the payment terms.

ALTERNATIVE PAYMENT SERVICES PAYMENT TERMS

Payment Period and Payment Dates for Products & Fees: epay will provide a Retailer Statement for the previous days sales in accordance with the Retailer Agreement. Unless otherwise notified by epay for a specific Product, Product Sale, or Alternative Payment Service, Funds will be direct credited by epay up to 7 days later. Fees (if any), are payable when incurred and will be direct debited by epay as per the payment terms.

EPAY AUSTRALIA GENERAL TERMS AND CONDITIONS

1. INTERPRETATION

1.1. In this Retailer Agreement, the following terms shall have the following meanings, unless the context clearly indicates otherwise. Other terms used in this Retailer Agreement are defined in the document titled “epay Retailer Agreement”, the Product Sales Appendix and the Alternative Payment Services Appendix.

“Alternative Payment Services” means the provision of alternative payment services as indicated in the Products and Services Schedule subject to these General Terms and Conditions and the Alternative Payment Services Appendix.

“Alternative Payment Services Appendix” means Appendix B to these General Terms and Conditions applicable to Alternative Payment Services.

“Ancillary Documents” means any manuals distributed to Retailer specifying epay’s operational requirements including any Provider marketing and promotion, any Receipt requirements and any additional terms and conditions provided by epay in respect of particular Providers and/or Products, as amended by epay from time to time, and any additional written instructions or guidance issued by epay from time to time.

“Approved Point of Sale Device” means either a Terminal or other Point of Sale System approved by epay in writing to process Transactions.

“Business Day” means any day which is not a Saturday, Sunday or public holiday in New South Wales.

“Card Stock” means the stock of Provider cards (as supplied by epay to Retailer) for Product Sales.

“Cause of Action” means a cause of action arising out of breach of contract, in tort (including negligence), under any statute or under any other legal rule or concept.

“Commencement Date” means the date that epay signs this

Retailer Agreement following signature by Retailer.

“Confidential Information” means, in relation to a person (“**Disclosing Party**”), non-public information (whether in oral, written, electronic or machine-readable form) of the Disclosing Party or any of its Related Bodies Corporate which: (a) the Disclosing Party designates as being confidential; (b) given the nature of the information, disclosure or circumstances surrounding disclosure, the recipient should treat as confidential; or (c) relates to the commercial, financial, legal business, operational or other affairs of the Disclosing Party or any of its Related Bodies Corporate.

“Corporations Act” means Corporations Act 2001 (Cth).

“Credit Limit” means the credit limit, daily or for any other period determined by epay, offered by epay to Retailer in its sole discretion.

“Customer” means any person who purchases or has purchased, or requests or has requested to purchase, a Product or makes any enquiry concerning Products or makes a payment using Alternative Payment Services.

“Direct Debit Authority” means the direct debit authority given by Retailer to epay in the Retailer Agreement.

“Early Termination Fee” means the amount described as the ‘Early Termination Fee’ in Schedule 2 of this Retailer Agreement (if any).

“epay API Software” means software provided by epay and installed by Retailer on its own systems to facilitate the communication between a Point of Sale System and the Host System, as updated by epay from time to time.

“epay Logos” mean any logos or marks used in connection with the processing of Transactions owned by epay.

“Equipment” means all Terminals, Materials, Ancillary Documents, Paper Stock, Card Stock and any other equipment, including

accessories such as power cords, telephone cords and splitters, supplied by epay to Retailer from time to time.

“General Terms and Conditions” mean the terms and conditions set out herein applicable to Product Sales and Alternative Payment Services.

“Host System” means the computer hardware system and associated software used by epay for processing Transactions.

“Initial Term” is as defined in Schedule 2.

“Insolvent” means, in relation to a Party: (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act); (b) it has had a controller appointed, or is in liquidation, in provisional liquidation, under administration or wound-up or has had a receiver or receiver and manager appointed to any part of its property; (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other Party (acting reasonably)); (d) in the case of an individual, the individual enters or is subject to an assignment for the benefit of creditors, an arrangement or composition with creditors, bankruptcy, incapacity to deal with one’s affairs, imprisonment, death or analogous occurrence; (e) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within seven days), resolution passed, meeting convened, or any other action taken, in each case in connection with that Party, which is preparatory to or could result in any of (a), (b), (c) or (d) above; (f) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand; (g) it is the subject of an event described in section 459C(2)

or section 585 of the Corporations Act (or it makes a statement from which the other Party reasonably deduces it is so subject); (h) it is otherwise unable to pay its debts when they fall due; or (i) something having a substantially similar effect to (a) to (h) happens in connection with that Party under the law of any jurisdiction.

“Intellectual Property Rights” means all rights, titles and interests wherever subsisting throughout the world, and whether registered or not, in and to: (a) copyright, author’s rights, neighbouring rights, rights for the protection of database contents and circuit layouts, and rights of topography and design; (b) inventions, patents and utility models; (c) trade marks, service marks, designs, trade or business names, trading styles and get-up, confidential information, know-how, logos, brand names, slogans, domain names and URLs; and (d) any right contemplated by a treaty, convention or instrument administered by or under the auspices of the World Intellectual Property Organization, including the right to apply for the registration, grant or other insurance of such rights, titles and interests.

“Loss” means: (a) any claim, demand, remedy, requisition, objection, suit, injury, damage, loss, liability, action, proceeding, right of action or claim for compensation; (b) a valid request, direction, notice, demand, requirement, condition (including condition of an approval) or order from an authority that requires anything to be done or not be done; or (c) any reasonable cost (including legal costs on a solicitor and client basis), charge, expense, outgoing, payment or other expenditure of any nature.

“Materials” means any signage, posters, advertising or similar materials provided by epay to Retailer during the Term.

“Nominated Stores” means the address or addresses of the location(s) at which Retailer is authorised by epay to offer Product Sales and/or provide Alternative Payment Services, as

set out in this Retailer Agreement, and such other location(s) as epay may from time to time approve in writing for the sale of Products and/or provision of Alternative Payment Services.

“Normal Business Hours” means the usual business hours of Retailer.

“Paper Stock” means rolls of paper (as supplied by epay to Retailer) to be used in a Terminal.

“Point of Sale System” means Retailer’s own point of sale system, or a point of sale system supplied by a third party, through which Transactions are processed.

“Point of Sale System Provider” means the vendor providing and maintaining the Point of Sale System.

“Product” means a product or service (including Physical Products (as defined in the Product Sales Appendix) and Vouchers (as defined in the Alternative Payment Services Appendix), save where the context requires otherwise) specified in the Products and Services Schedule, as updated from time to time on notice by epay to Retailer.

“Product Sale” means offering for sale and selling a Product as indicated in the Products and Services Schedule, subject to these General Terms and Conditions and those terms and conditions set out in the Product Sales Appendix.

“Product Sales Appendix” means Appendix A to these General Terms and Conditions applicable to Product Sales.

“Products and Services Schedule” means a schedule in the form of Schedule 1 which specifies the Products that Retailer is authorised to offer for sale and sell and the Alternative Payment Services that Retailer is authorised to offer and provide, as updated by epay from time to time on notice to Retailer.

“Provider” means a provider of Products and/or Alternative Payment Services as specified in the Products and Services Schedule.

“Provider Logos” means any logos or marks owned by a Provider and used by it in connection with its business.

“Receipt” means a receipt for a Product confirming Product has been sold to a Customer, including Vouchers, or a receipt for Alternative Payment Services.

“Related Body Corporate” has the meaning given in the Corporations Act.

“Related Parties” means a Party’s Related Bodies Corporate and the respective officers, directors, shareholders, employees, agents, successors and assigns of such Party and such Party’s Related Bodies Corporate.

“Renewal Term” is as defined in Schedule 2.

“Representative” means any officer, employee, agent, supplier or subcontractor of a Party but, in the case of Retailer, does not include epay or a subcontractor of epay.

“Retailer Agreement” means: (a) the **“epay Retailer Agreement”** signed by the Parties; (b) these General Terms and Conditions; (c) the Product Sales Appendix and/or the Alternative Payment Services Appendix; (d) the Products and Services Schedule; (e) any attachments, schedules and/or annexures to any of the foregoing; (f) the Ancillary Documents; and (g) any documents referred to herein (all of which are deemed to be incorporated into this Retailer Agreement as if set out in full herein).

“Security” means any security epay requires to be provided to authorise Retailer to sell Products and/or offer Alternative Payment Services.

“Software Licence” has the meaning given in clause 8.3.

“Supported Communication Method” means a telecommunication method supported by epay for an Approved Point of Sale Device to communicate with the Host System.

“Term” means the Initial Term and any Renewal Term.

“Terminal” means a device supplied by epay to allow Product Sales and/or provide Alternative Payment Services, the WebPOS or integrated point of sale systems.

“Transaction” means the sale or processing of Product Sales or the provision of Alternative Payment Services.

“WebPOS” means a web based application that enables the purchase of Products using epay’s systems and software.

1.2. Unless expressed to the contrary, in this Retailer Agreement: (a) words in the singular include the plural and vice versa; (b) any gender includes the other genders; (c) if a word or phrase is defined, its other grammatical forms have corresponding meanings; (d) **“includes”** or **“including”** means includes or including (as applicable) without limitation; (e) no rule of construction will apply to a clause to the disadvantage of a Party merely because that Party put forward the clause or would otherwise benefit from it; (f) a reference to: (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority; (ii) a person includes the person’s legal personal representatives, successors, assigns, and persons substituted by novation; (iii) any legislation includes subordinate legislation and includes that legislation and subordinate legislation as modified or replaced; and (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation; (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and (h) a reference to A\$, \$A, \$ or dollar is to Australian currency.

1.3. Headings do not affect the interpretation of this Retailer Agreement.

2. COMMENCEMENT AND TERM

Subject to clause 3.2, this Retailer Agreement commences on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Retailer

Agreement, shall continue in full force and effect for the Initial Term. Thereafter, this Retailer Agreement shall automatically extend for the Renewal Term and shall automatically renew for successive Renewal Terms unless either Party notifies the other Party in writing of its intent to terminate this Retailer Agreement at least ninety (90) days prior to such termination or otherwise terminates this Retailer Agreement in accordance with the provisions of this Retailer Agreement.

3. APPOINTMENT

3.1. Subject to clause 3.2, as indicated in the Products and Services Schedule, and subject to these General Terms and Conditions, the Product Sales Appendix and/or the Alternative Payment Services Appendix, Retailer is appointed to offer and conclude Product Sales and/or offer and provide Alternative Payment Services.

3.2. Retailer shall only be authorised to offer and conclude Product Sales and/or offer and provide Alternative Payment Services once epay authorises Retailer to conclude Transactions.

3.3. Retailer acknowledges and agrees that during the Term, Retailer shall offer and conclude Product Sales and/or offer and provide Alternative Payment Services, exclusively via epay. Retailer acknowledges that it is being supplied Products in accordance with the provisions of this Retailer Agreement on the condition that, during the Term, Retailer shall not, and shall procure that its Related Bodies Corporate shall not, offer and conclude Product Sales and/or offer and provide Alternative Payment Services, other than via epay. Nothing contained in this clause 3.3 shall affect or limit a Party’s rights to terminate this Retailer Agreement as provided herein.

4. MINIMUM MONTHLY VALUE AND EARLY TERMINATION FEE

4.1. The monthly minimum Transaction value for each Nominated Store is stated in

Schedule 2 and shall apply during the Term (the **“Minimum Monthly Value”**). If the Minimum Monthly Value is not met, epay may at its absolute discretion do any one or more of the following: (a) indefinitely remove a Terminal or Terminals from Retailer’s premises or any Nominated Store; (b) suspend Retailer’s authority to offer for sale and sell Products and/or offer and provide Alternative Payment Services at the applicable Nominated Store; (c) charge a **“Terminal Rental Fee”** as set out in Schedule 2 if Retailer has the Terminal(s) for the remainder of the Term; and/or (d) terminate this Retailer Agreement with immediate effect.

4.2. If (a) Retailer terminates this Retailer Agreement prior to the end of the Initial Term other than in accordance with clause 14.2; or (b) epay terminates this Retailer Agreement pursuant to the provisions of this Retailer Agreement, then Retailer shall be obliged to pay to epay the Early Termination Fee for each month remaining in the Initial Term. The Parties agree that the payment by Retailer to epay under this clause 4.2 is a genuine pre-estimate of the loss suffered by epay as a result of early termination of this Retailer Agreement.

5. EPAY OBLIGATIONS

5.1. epay shall:

(a) provide all initial and ongoing phone-based training in the use of the Equipment to Retailer as deemed necessary by epay;

(b) maintain a customer service centre and helpline to assist with any training, customer service and other issues related to this Retailer Agreement;

(c) not be responsible for any costs associated with any local telephone connection charges and/or related costs, which shall be borne by Retailer; and

(d) following installation of the Approved Point of Sale Device at a Nominated Store, enable the Approved Point of Sale Device to process Transactions. During the Term epay shall update the

Approved Point of Sale Device from time to time, as applicable.

6. ADVERTISING AND POINT OF SALE MATERIAL & GENERAL RETAILER OBLIGATIONS

6.1. Retailer shall:

(a) display at each Nominated Store Materials (including terms and conditions and sale price information) in accordance with the Ancillary Documents and as epay may from time to time reasonably require;

(b) at its own cost and expense, obtain and maintain in full force and effect all planning permission and such other consents, authorisations, permissions, licences, waivers, registrations or approvals ("**Approvals**") as may be necessary to perform its obligations under this Retailer Agreement, including in respect of any point of sale display or signage erected or displayed at each Nominated Store, and Retailer shall indemnify and keep indemnified epay against failure to obtain any such Approvals;

(c) not use any promotional Materials for any purpose other than for the purposes of this Retailer Agreement without epay's prior written consent; and

(d) not move any promotional stand supplied by epay to a different location without epay's prior written consent.

6.2. epay and Providers may advertise that Retailer sells Products and/or offers Alternative Payment Services and use Retailer's name and details of the Nominated Stores in promotional materials.

6.3. Retailer shall:

(a) offer and conclude Product Sales and/or offer and provide Alternative Payment Services at Nominated Stores only;

(b) actively advertise, market and offer and conclude Product Sales and/or offer and provide Alternative Payment Services, and process Transactions, in each case in accordance with this Retailer Agreement and all applicable laws (including the Competition and Consumer Act 2010 (Cth)), statutes, regulations,

proclamations, rules, ordinances, standards, by-laws and orders of any government or governmental agency;

(c) not engage in any deceptive, misleading or otherwise unethical marketing or advertising of Products or Alternative Payment Services;

(d) maintain its facilities (including the Nominated Stores) in such condition as is appropriate for a business involving the conduct of Product Sales and/or Provision of Alternative Payment Services;

(e) ensure that a sufficient number of its employees are properly trained to carry out the Retailer's obligations hereunder;

(f) not modify any Products or any Provider's Intellectual Property Rights, and/or any legal notices supplied with Products (if any); and

(g) 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 of the Providers and shall use reasonable endeavours to market, distribute and promote Products in a way that will preserve the professional image and reputation of the Providers at all times.

7. EQUIPMENT

7.1. Title to all Equipment remains with epay (or any third party supplier engaged by epay, as applicable) at all times except as provided otherwise herein.

7.2. Except as provided otherwise herein, risk in Equipment passes to Retailer once the Equipment has been delivered to a Nominated Store.

7.3. If any Equipment is damaged, lost or stolen, Retailer shall be liable for the cost of replacement of any such Equipment, together with, in the case of an Approved Point of Sale Device, the cost of any Credit Limit remaining on such Approved Point of Sale Device (if applicable) at the time it is lost or stolen which is fraudulently used to initiate Transactions, and epay may recover the cost of such Equipment via direct debit pursuant to the Direct Debit Authority.

7.4. Retailer shall: (a) not part with possession of any of the Equipment; (b) take proper care of the Equipment and keep the same in good condition; (c) keep the Approved Point of Sale Device connected at all times to a telecommunication service as required for the Supported Communication Method for the Approved Point of Sale Device; (d) where the Supported Communication Method is an analogue phone line, be responsible for providing the analogue line to which the Approved Point of Sale Device is connected at its own cost; (e) where the Supported Communication Method is an internet connection, unless otherwise agreed by epay in writing, be responsible for providing the internet connection and the in-store equipment required to connect the Approved Point of Sale Device to the Nominated Store's internet connection at its own cost; (f) be liable for the full replacement cost for any Equipment damaged by reason of Retailer's failure to take proper care of the same; (g) if Retailer becomes aware of any fault or defect in the Equipment (or any part or parts thereof), notify epay; (h) if faulty Equipment has been swapped out, or is no longer required by Retailer for any reason or is not communicating daily with the Host System, return the Equipment to epay within 10 Business Days of written notice by epay to Retailer in accordance with epay's delivery instructions or epay will deem the Equipment lost and reserve the right to charge Retailer for the full replacement cost for new Equipment (and Retailer shall be responsible for any delivery or freight charges that are not approved by epay for the return of the faulty Equipment); and (i) if Retailer uses WebPOS, (i) keep assigned usernames and passwords provided by epay to access the WebPOS application ("**Security Information**") secure and confidential at all times and Retailer shall be responsible for all Transactions processed and

Products sold via WebPOS using the Security Information regardless of whether Retailer initiated the Transactions; and (ii) purchase and maintain in good repair, at its own expense, the necessary peripheral hardware and the Supported Communication Method, to allow the sale of Products or Alternative Payment Services via WebPOS.

7.5. Retailer shall provide prominent and sufficient space at Nominated Stores for the Equipment. epay will send the Equipment to Retailer at each Nominated Store by courier service selected by epay. Retailer will be responsible for physical installation of the Equipment at its own cost and expense at each Nominated Store unless advised otherwise by epay. epay will make available to Retailer a Customer Service telephone number to provide Retailer with instructions for installing the Equipment over the phone.

7.6. All Paper Stock shall remain the property of epay until printed onto a Receipt. All Card Stock shall remain the property of the applicable Provider until sold. The risk of loss, theft or destruction of Paper Stock and Card Stock shall pass to Retailer upon the delivery of such Paper Stock and Card Stock to Retailer. Retailer shall be fully liable to epay for the replacement cost (including any additional delivery cost) of any loss or damage to any Paper Stock and/or Card Stock and epay may recover the cost of such Paper Stock and/or Card Stock via set off or via direct debit pursuant to the Direct Debit Authority, except in such circumstances and/or in accordance with such policies as epay may, in its absolute discretion, determine from time to time.

7.7. The following terms shall apply to Paper Stock and Card Stock: (a) delivery of Paper Stock and Card Stock to Retailer shall be deemed to have taken place on physical delivery by such agent or contractor as epay may use for the purpose; (b) Retailer is expected to maintain a sufficient

amount of Paper Stock, Card Stock and any other forms or other items as required by a particular Provider as part of that Provider's Product programme, to meet the demands of Customers; (c) Retailer shall not print or attempt to print Receipts via the Terminal on paper or any other substance other than Paper Stock supplied by epay; (d) Paper Stock and Card Stock are provided by epay solely for the use by Retailer to process Transactions via the Terminal unless otherwise agreed by epay in writing; (e) epay at its sole discretion may refuse an order for additional Paper Stock and Card Stock, or may charge additional fees for Paper Stock and Card Stock, where epay reasonably believes that Retailer is ordering Paper Stock and Card Stock above the usual and necessary requirements to print Receipts.

7.8. If any Equipment malfunctions or breaks down, Retailer must, as soon as practicable after becoming aware of the malfunction or breakdown, inform epay Customer Service and not attempt to process any further Transactions until the faulty Equipment is returned to a functional state or replaced.

7.9. epay shall only replace faulty or defective Equipment and shall not perform repair services in respect of such faulty or defective Equipment. If Retailer is a consumer" as defined in the Australian Consumer Law, then further details in relation to this replacement warranty are set out in clause 13.8.

7.10. Retailer must allow epay's authorised agents or Representatives access during Normal Business Hours to any Nominated Store or any other premises epay deems necessary, in order to inspect, service or test any Equipment (other than faulty Equipment) at a time pre-arranged by the Parties to suit Retailer's trading conditions.

7.11. If a problem is reported to epay Customer Service and replacement Equipment is required, such Equipment will be dispatched by epay once it has

determined that the Equipment will assist in resolving the problem.

7.12. Retailer shall be liable for reasonable administration costs for any swapped-out Equipment where the alleged faulty Equipment is determined to be fully functional by epay upon the return of such Equipment to epay. Retailer's liability shall be limited to situations where Retailer did not take reasonable steps to participate in troubleshooting or if Retailer's telephone line(s), internet connection or power source was at fault.

8. SALES OF PRODUCT VIA THE POINT OF SALE SYSTEM

8.1. Retailer shall:

(a) only process Transactions via a Point of Sale System, subject to epay or the Point of Sale System Provider, certifying and maintaining certification of the Point of Sale System with epay in accordance with epay's certification requirements and technical specifications, which include, but are not limited to, validating the technical integrity of the point of sale integrated solution and compliance with any Provider's and epay's brand guidelines at Retailer's own cost and expense;

(b) if epay makes new Products or Alternative Payment Services available or removes Products or Alternative Payment Services in accordance with clause 10, promptly update, at its own cost, the Point of Sale System to ensure that the relevant Products or Alternative Payment Services are available for sale at the Nominated Stores;

(c) if epay notifies Retailer of changes in Receipt format or content, at its own cost, update the Point of Sale System to issue Receipts in accordance with the Receipt format requirements provided by epay;

(d) at its own cost and expense, maintain the Point of Sale System and shall ensure that the Point of Sale System is regularly serviced throughout the Term by appropriately qualified service engineers in accordance with the

manufacturer's or Point of Sale System Provider's instructions; and (e) if Retailer becomes aware of any malfunction of the Point of Sale System that affects the processing of Transactions, immediately notify epay by telephone via epay's Customer Service helpline and not attempt to process any further Transactions via the Point of Sale System until the fault has been rectified by Retailer and the Point of Sale System has been thoroughly tested to ensure correct operation.

8.2. epay shall fully maintain the Host System and shall use reasonable endeavours to rectify any system fault that has a material impact on Retailer's ability to process Transactions.

8.3. The Parties acknowledge that Retailer may require the epay API Software in order to process Transactions. epay hereby grants to Retailer a non-exclusive, non-transferrable, non-sublicensable, limited licence solely to use the epay API Software to fulfil its obligations under this Retailer Agreement during the Term ("**Software Licence**"). Retailer shall not modify, copy, duplicate, reproduce, license or sub-license the epay API Software, or transfer or convey the epay API Software or any right in the epay API Software, to anyone else without epay's prior written consent. For a period of 90 days following delivery of the epay API Software to Retailer, epay warrants that the epay API Software shall perform in all material respects according to epay's specifications concerning the epay API Software when used with appropriate computer equipment and/or the Point of Sale System. In the event of any breach or alleged breach of this warranty, Retailer shall promptly notify epay. To the fullest extent permitted by law: (a) Retailer's sole remedy shall be for epay to correct the epay API Software so that it operates according to the warranty; and (b) this warranty shall not apply to the epay API Software if modified by anyone or if used improperly or on an operating environment not

approved by epay. If Retailer is a consumer" as defined in the Australian Consumer Law, then further details in relation to this warranty are set out in clause 13.8.

9. PAYMENT AND TRANSACTIONS

9.1. Invoicing and payment obligations are set out in the Product Sales Appendix and/or the Alternative Payment Services Appendix (as applicable).

9.2. A Transaction shall be treated as processed: (a) for Products sold, or Alternative Payment Services processed, via a Terminal, as soon as the Receipt has been printed, which shall be conclusively determined by epay by reference to its records (whether contained in its central computer systems or otherwise); and (b) for Products sold, or Alternative Payment Services processed, via an Approved Point of Sale Device or otherwise than via a Terminal, as soon as the Host System records the Transaction.

9.3. Notwithstanding the payment terms set out in the Product Sales Appendix and/or the Alternative Payment Services Appendix (as applicable), if Retailer is in default in respect of any payment obligation under this Retailer Agreement ("**Overdue Amount**"), epay may deduct the Overdue Amount from any amount payable by epay to Retailer.

9.4. epay may charge Retailer a rental fee for each Terminal as prescribed in this Retailer Agreement.

9.5. epay may charge Retailer a set-up fee as prescribed in this Retailer Agreement.

9.6. Both Parties will make reasonable efforts to resolve any disputed invoices within 14 days.

9.7. If Retailer defaults on payment, epay may in its absolute discretion do one or more of the following: (a) withdraw Retailer's authority to process Transactions; (b) require Retailer to disconnect and/or remove any and all Equipment; (c) enforce its rights under clause 14.6; (d) commence proceedings for recovery of outstanding amounts due by Retailer to epay; (e) terminate this

Retailer Agreement with immediate effect; (f) revise the Credit Limit; and/or (g) apply any applicable Security provided by or on behalf of Retailer to any outstanding payment.

9.8. All expenses, costs or disbursements incurred by epay in recovering any outstanding monies, including but not limited to debt collection agency fees, shall be paid by Retailer.

9.9. epay will establish and maintain a Credit Limit for Retailer in accordance with epay's internal credit policy. epay may amend the Credit Limit at any time and at its sole discretion.

10. NEW PRODUCTS

10.1. From time to time epay may offer Retailer the opportunity to offer for sale and sell Products, and/or offer and provide Alternative Payment Services, that have not been specified in the Products and Services Schedule ("**Offer**"). If epay provides Retailer with an Offer, the Offer will be considered as accepted upon processing of an applicable Transaction by Retailer and this Retailer Agreement shall be deemed updated accordingly.

10.2. Where Retailer is authorised by epay to offer for sale and sell other epay products or services ("**New Products or Services**"), Retailer shall comply with all reasonable instructions and directions issued by epay from time to time governing the sale of such New Products or Services.

11. SECURITY FOR PAYMENT TO EPAY

Words or expressions used in this clause 11 which are defined in the Personal Property Securities Act 2009 (Cth) ("**PPSA**") have the same meaning in this clause unless a contrary intention is clear.

11.1. Retailer:

(a) acknowledges that relevant Providers and/or epay have a security interest in all Products of Providers and their proceeds supplied through the Agency Model (as defined in the Product Sales Appendix);

(b) acknowledges that epay has a security interest in all Products and their proceeds supplied under the Buy-Sell Model (as defined in the Product Sales Appendix) whether as consignor to Retailer, or as seller to Retailer under a conditional sale agreement or on some other basis;

(c) acknowledges that epay may have a PPS lease security interest in Equipment or other goods bailed, leased or hired by epay to Retailer pursuant to this Agreement.

11.2. To any extent that epay does not have a security interest by virtue of the matters referred to in clause 11.1, then as security for all amounts owing by Retailer to epay under this Agreement now or in the future and whether actually or contingently, Retailer hereby grants to epay a security interest in the proceeds arising from the Retailer's dealing in any way with Products supplied and Sold or otherwise dealt with as contemplated in this Agreement. This includes the proceeds arising from Retailer's supply of goods as well as services and information and any intellectual property. It applies whether the thing supplied is supplied to Retailer under the Agency Model or the Buy-Sell Model (as those terms are defined in the Product Sales Appendix).

11.3. Retailer agrees that epay may maintain a registration on the register under the PPSA in such terms as epay considers necessary to protect or perfect its interest. Retailer shall not take steps to remove or purport to require epay to remove any such registration.

11.4. Retailer agrees not to purport to vary the order of application under section 14(6) of the PPSA of money paid to epay without epay's express written consent.

11.5. Retailer waives its right to notice of any registration event. To the extent that any provision in Chapter 4 of the PPSA requires epay to give a notice, account or opportunity to remedy, Retailer also agrees to waive its right to be given that, and that epay and Retailer hereby contract out of that obligation by agreement with

Retailer to the extent permitted by the PPSA.

11.6. Retailer and epay agree not to disclose information of the kind that is requested under section 275(1) of the PPSA. Retailer must do everything necessary on its part to ensure that section 275(6)(a) of the PPSA continues to apply.

12. GST

12.1. Each Party acknowledges and warrants that at the time of entering into this Retailer Agreement, it is registered for GST.

12.2. Arrangements for GST are set out in the Product Sales Appendix and/or the Alternative Payment Services Appendix (as applicable).

13. WARRANTIES AND LIABILITY

13.1. Retailer represents and warrants that:

(a) it has the power to enter into, and exercise its rights, and perform and comply with its obligations under, this Retailer Agreement;

(b) 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 Retailer lawfully to enter into, and exercise its rights and perform and comply with its obligations under, this Retailer Agreement and that such obligations are valid, legally binding and enforceable;

(c) its entry into, and exercise of its rights and/or performance of or compliance with its obligations under, this Retailer Agreement do not and will not violate any restriction imposed by (i) any law to which it is subject; or (ii) being a company, its constitution, memorandum or articles of association or, as the case may be, its certificate of incorporation or by-laws;

(d) its entry into, and exercise of its 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;

(e) this Retailer Agreement constitutes legal, valid and binding obligations, enforceable against it in accordance with its terms;

(f) it is not Insolvent;

(g) it is not entering into this agreement as trustee of any trust or settlement, or, if it is entering into this agreement as trustee of a trust ("Trust"), that Trust has been disclosed to epay in writing and: (i) it has power to enter into this agreement in its capacity as trustee of the Trust; (ii) the Trust has been validly created and is in existence at the date of this agreement; (iii) it has been validly appointed as trustee of the Trust and is the sole trustee of the Trust; (iv) no vesting or termination date of the Trust has been declared; (v) it has a right to be fully indemnified from the assets of the Trust which right has not been restricted; and (vi) it is to the commercial benefit of the Trust that Retailer enters into this agreement as trustee of the Trust; and

(h) as a continuing obligation that the representations contained in this clause 13.1 shall remain true for the duration of this Retailer Agreement, it will notify epay immediately of: (i) any changes or proposed changes in the ownership or nature of Retailer's business; or (ii) 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.

13.2. epay represents and warrants to Retailer that: (a) the Equipment shall be fit for the purpose intended and comply with all applicable regulatory standards and laws; and (b) it has full capacity, and all necessary licences, permits and consents, to enter into and comply with its obligations under this Retailer Agreement.

13.3. Subject to clause 13.7 and to the fullest extent permitted by law: (a) epay excludes any and all liability to Retailer for any special, indirect or consequential loss or damage (including loss of profits, commission, revenue, business, contracts, time, opportunity, goodwill and/or anticipated

savings) suffered or incurred by Retailer in connection with this Retailer Agreement, regardless of the Cause of Action under which the liability arises; and (b) epay's 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, shall be limited in aggregate to AUD\$3,000. The exclusions and limitation set out in this clause 13.3 shall not apply to liability for personal injury or death caused by epay or to deliberate breaches or fraudulent or dishonest acts or omissions of epay.

13.4. epay shall fully maintain the Host System and shall use reasonable endeavours to rectify any system fault that has a material impact on Retailer's ability to process Transactions, but subject to clause 13.7 and to the fullest extent permitted by law epay shall have no liability to Retailer in contract, tort or otherwise (including negligence) for any loss, damage, liability or expense suffered by Retailer due to a 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.

13.5. Subject to clause 13.7 and to the fullest extent permitted by law, epay shall have no liability to Retailer in contract, tort or otherwise (including negligence) for any loss, damage, liability or expense suffered by Retailer by reason of the malfunction or breakdown of the Point of Sale System.

13.6. Subject to clause 13.7 and to the fullest extent permitted by law, except for the express warranty contained in clause 8.3, epay disclaims and excludes all other warranties, conditions and stipulations, whether expressed or implied, statutory, customary or otherwise, and the above warranty is in lieu of all obligations and liabilities on the part of epay for damages arising out of or in connection with the epay API Software supplied to Retailer. In particular, Retailer warrants that it

has assessed for itself the suitability of the epay API Software for its requirements, and accepts and agrees that epay (to the fullest extent permitted by law) does not make any representations or warranties that the epay API Software will be fit for any particular purpose (whether or not made known to epay) or that the use of the epay API Software will be uninterrupted or error free. Retailer acknowledges that the existence of errors in the epay API Software will not constitute a breach of the Software Licence.

13.7. As between epay and Retailer, epay does not exclude, restrict or modify any liability that cannot be excluded, restricted or modified, or which cannot be excluded, restricted or modified except to a limited extent, by law, including liability under the Competition and Consumer Act 2010 (Cth). However, where such statutory provisions apply, to the extent to which epay is entitled to do so, epay's liability will be limited at its option to:

(a) in the case of a supply of goods, the replacement or repair of the goods or the supply of equivalent goods (or the cost of that replacement, repair or re-supply); and

(b) in the case of services, the re-supply of the services or the cost of that re-supply.

13.8. This clause 13.8 only applies if Retailer is a "**consumer**" as defined in the Australian Consumer Law contained within the Competition and Consumer Act 2010 (Cth).

(a) Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

(b) In relation to clause 7, and subject to the terms and conditions in that clause: (i) epay will replace faulty or defective

Equipment where the fault or defect becomes apparent during the Term, but shall not perform repair services in respect of such faulty or defective Equipment; (ii) Retailer may seek replacement of faulty or defective Equipment in accordance with clause 7; (iii) subject to clause 7.4(h), epay will bear the expense of replacing faulty or defective Equipment. If Retailer incurs expenses in making a claim to epay in relation to faulty or defective Equipment, Retailer may claim such expenses by notifying epay of such expenses in writing together with supporting documentation evidencing such expenses to epay's reasonable satisfaction.

(c) In relation to clause 8.3, and subject to the terms and conditions in that clause: (i) epay will correct epay API Software so that it operates according to the warranty in that clause for a period of 90 days following delivery of the epay API Software to Retailer; (ii) to claim the warranty in that clause, Retailer must promptly notify epay in writing of the claim; and (iii) [epay will bear the expense of correcting epay API Software that is required to be corrected under clause 8.3. If Retailer incurs expenses in making a claim to epay under the warranty in clause 8.3, Retailer may claim such expenses by notifying epay of such expenses in writing together with supporting documentation evidencing such expenses to epay's reasonable satisfaction.

(d) The benefits to Retailer given by the warranties in clauses 7 and 8.3 are in addition to other rights and remedies of Retailer under a law in relation to the goods or services to which those warranties relate.

(e) Claims in respect of faulty or defective Equipment under clause 7 or under the warranty in clause 8.3 should be sent in writing by post to:

epay Australia Pty Ltd
Level 1, 75 Castlereagh Street,
Sydney NSW 2000

Telephone: 1300 301 408

(f) Retailer acknowledges and agrees that: (i) epay does not itself

provide, and is not responsible for providing, Products except for the physical aspects of Physical Products and/or Alternative Payment Services; and (ii) the goods or services provided by epay to Retailer under this Retailer Agreement, and which are the subject of any warranties under this Retailer Agreement, (including, for example, Equipment, physical Provider cards and associated active codes), do not include the Products except for the physical aspects of Physical Products and/or Alternative Payment Services themselves. Subject to clause 13.7 and to the fullest extent permitted by law, epay makes no warranties or representations in relation to Products except for the physical aspects of Physical Products or Alternative Payment Services.

14. TERMINATION AND EXPIRATION

14.1. epay may suspend and/or terminate this Retailer Agreement in respect of any or all of the Products, any or all of the Alternative Payment Services and/or any or all Nominated Stores with immediate effect by notice in writing to Retailer on or at any time after the occurrence of any of the following events:

- (a) Retailer breaching any provision of this Retailer Agreement, and that breach not being rectified by Retailer within 30 days of a notice from epay to do so;
- (b) such suspension and/or termination being required by any Provider in respect of all or any of such Provider's Products;
- (c) the Point of Sale System being deemed to be non-compliant with epay's or Provider's certification requirements and/or such suspension and or termination being required to protect the technical integrity of the Host System;
- (d) epay determining that Retailer has done or is about to do anything that epay considers will damage epay's goodwill or reputation and/or that of any Provider;

- (e) Retailer becoming Insolvent;
- (f) Retailer failing to make payment for any Product sold; and/or

(g) Retailer committing an act of fraud, misrepresentation or deceit, including without limitation tampering with Products, Paper Stock, Card Stock and/or Equipment; and/or

14.2. Retailer may terminate this Retailer Agreement with immediate effect by notice in writing to epay on or at any time after the occurrence of any of the following events:

- (a) epay breaching any provision of this Retailer Agreement, and that breach not being rectified by epay within 30 days of a notice from Retailer to do so;
- (b) the Equipment breaking down or malfunctioning and epay failing to dispatch a replacement Terminal, in accordance with this Retailer Agreement and the agreed service levels, on three or more occasions or failing to replace a faulty Terminal for a continuous period of 10 Business Days; and/or
- (c) epay becoming Insolvent.

14.3. This Retailer Agreement shall cease to apply with respect to sales of Products and/or Alternative Payment Services on termination or expiry of epay's corresponding agreement with the relevant Provider ("**Provider Agreement**") and neither Party shall have any liability to the other in respect of such termination. On expiry or termination of all of the Provider Agreements, this Retailer Agreement shall immediately and automatically terminate.

14.4. Notwithstanding the expiry or termination of a Provider Agreement with a particular Provider, this Retailer Agreement shall continue in full force and effect with respect to the sale of Products and/or Alternative Payment Services in respect of which another Provider Agreement remains in force.

14.5. Upon termination or expiration of this Retailer Agreement, (a) all rights and obligations of epay and Retailer shall cease to have effect

immediately except that termination or expiration shall not affect: (i) the rights and obligations of the Parties accrued at the date of termination or expiration; and (ii) without limiting clause 14.7, the continued existence and validity of the rights and obligations of the Parties under those provisions of this Retailer Agreement which are expressed, or by their nature are intended, to survive termination or expiration and any provisions of this Retailer Agreement necessary for the interpretation or enforcement of this Retailer Agreement; and (b) the Software Licence shall be revoked.

14.6. Immediately upon termination or expiration of this Retailer Agreement, or immediately upon termination or expiration of Retailer's authorisation to offer and conclude any Product Sales and/or offer and provide Alternative Payment Services, Retailer must: (a) cease offering for sale, selling or supplying the terminated/expired Products and/or offering the terminated/expired Alternative Payment Services (as applicable) and must not hold itself out as being authorised to do the same; (b) at epay's absolute discretion: (i) permit epay and its authorised Representatives to enter the premises at which the Equipment relating to the terminated/expired Products and/or Alternative Payment Services (as applicable) is located and to remove the Equipment; or (ii) return the Equipment to epay within 14 days of the termination/expiration date in accordance with epay's instructions; (c) cease to make any use of the epay Logos and the Provider Logos (unless use of any such Provider Logo has been independently authorised by the relevant Provider), and shall not use any name, logo, trade mark or service mark as so nearly resembles it as to be likely to mislead or deceive or to cause confusion with the epay Logos or the name "**epay**" or the Provider logos or the name of Provider; (d) cease to make any use of epay's

or each Provider's Intellectual Property Rights and shall not do anything which infringes or is likely to infringe any of epay's or each Provider's Intellectual Property Rights; (e) pay to epay (or as epay may direct in writing) all sums owing to epay under or in connection with this Retailer Agreement as at the date of termination/expiration; and (f) take all such further action as may be reasonably specified by epay in connection with the termination/expiration of the authority of Retailer to offer for sale and sell Products, Alternative Payment Services and/or process Transactions, or hold or process any Paper Stock. If epay has terminated this Retailer Agreement in accordance with clause 14.1 then Retailer shall either pay epay's reasonable costs of removing the Equipment or pay for the cost of returning the Equipment. If any Equipment is not returned or made available to epay, or is damaged beyond reasonable wear and tear, Retailer shall be liable for the cost of the relevant Equipment and epay may recover the cost of such Equipment via set off or via direct debit pursuant to the Direct Debit Authority.

14.7. Notwithstanding the termination of this Retailer Agreement in whole or in part (howsoever arising) the provisions contained in clauses 1, 9, 11, 12, 13.3, 13.5, 13.6, 13.7, 14, 15, 16, 17, 19.1, 19.5, 19.7, 19.8, 19.9 and 19.10 shall survive in full force and effect.

14.8. Upon suspension of Retailer's authority to process Transactions at any Nominated Store, epay may remove the Terminal(s) and other items of Equipment, as well as all Paper Stock and Card Stock located at such Nominated Store.

14.9. Where Retailer is authorised to process Transactions at more than one Nominated Store, epay may in lieu of terminating this Retailer Agreement at its discretion terminate or suspend Retailer's authorisation to offer for sale and sell Products at the Nominated Store (or Nominated Stores) at

which the event giving rise to the ground for termination occurred.

15. CREDIT REPORTING AGENCY ACKNOWLEDGEMENT AND CONSENT; PRIVACY

15.1. Retailer acknowledges that: (a) epay may, and gives its consent for epay to, obtain from and provide to any credit reporting agency a credit report containing personal and/or commercial information relating to Retailer's personal and/or commercial credit activities; (b) information Retailer provides to epay may be disclosed by epay to a licensed credit reference agency for purposes of evaluating Retailer's creditworthiness; and (c) such credit agencies will retain a record of their credit search, and the information about Retailer retained by such credit agencies may be used by other lenders in assessing credit applications, as well as for occasional debt tracing and fraud prevention. For the purposes of clause 15.2, "**Privacy Act**" means Privacy Act 1988 (Cth), "**Privacy Laws**" means the Privacy Act and any other legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Information and "**Personal Information**" has the meaning given to that term in the Privacy Act.

15.2. As applicable to this Retailer Agreement, each Party shall:

- (a) comply with all Privacy Laws in relation to Personal Information;
- (b) use or disclose Personal Information only for the purpose of performing their obligations under this Retailer Agreement; and
- (c) notify the other if it becomes aware of any material breach of its obligations under this clause 15.2.
- (d) take reasonable steps to ensure that the Personal Information is protected against any misuse, interference and loss, and from unauthorised access, modification or disclosure including undertaking any staff training as may be required; and
- (e) reasonably assist the other to comply with its obligations under

any Privacy Laws as they relate to Personal Information, including cooperating fully with any investigation by the Office of the Australian Information Commissioner or any other relevant complaint handling body.

16. CONFIDENTIALITY

16.1. Subject to clauses 16.2 to 16.4, for the Term and for 2 years after termination of this Retailer Agreement, each Party will keep confidential and shall not use for any purpose (save for the performance of its obligations and exercise of its rights under this Retailer Agreement) any and all Confidential Information of the other Party. Additionally, Retailer shall keep confidential any Confidential Information of Providers disclosed by epay on the same terms of set out in this clause 16.

16.2. Notwithstanding the foregoing, the receiving Party will not be liable for disclosure of Confidential Information of the other Party which:

- (a) it already knew without an obligation to maintain it as confidential;
- (b) it received from a third party without breach of an obligation of confidentiality owed to that third party;
- (c) it independently developed; or
- (d) becomes known to the receiving Party through no wrongful act of that Party.

16.3. Either Party may disclose Confidential Information of the other Party as required by a judicial or other governmental order or request, provided that the receiving Party immediately notifies the other Party in writing upon its receipt of such order or request and provides reasonable assistance if the disclosing Party seeks a protective order or its equivalent to limit disclosure of any such Confidential Information.

16.4. Notwithstanding clause 16.1, Retailer consents to epay disclosing to any Provider such information from Retailer that is reasonably required by the Provider including Retailer's

business and address details, the location(s) of Nominated Store(s) and Retailer's Transaction data.

16.5. Each Party (the "Indemnitor") shall reimburse, defend, indemnify and hold harmless the other Party (the "Indemnitee") for, from and against, any Loss actually imposed on or incurred by the Indemnitee as a result of: (a) any fraud committed by the Indemnitor and/or its Related Parties; (b) wilful misconduct of the Indemnitor and/or its Related Parties in the performance of its or their obligations hereunder; and (c) any breach by the Indemnitor and/or its Related Parties of clauses 15.2 and 16.1.

17. LOGOS AND INTELLECTUAL PROPERTY

17.1. Retailer must not: (a) claim any right in or to the ePay Logos or Provider Logos, except as directed or approved in writing by ePay or, in relation to a Provider, by the Provider; (b) claim any right in or to ePay's or any Provider's Intellectual Property Rights, which shall remain with ePay or the relevant Provider, as applicable, or make any use of ePay's or Provider's Intellectual Property Rights except as approved in writing by ePay or permitted under this Retailer Agreement and in respect of a Provider's Intellectual Property Rights, as separately authorised by the Provider, or; (c) use the ePay name, trade mark or logo in connection with the sale of Products and/or Alternative Payment Services which has not been approved by ePay; or (d) use any Provider's name, trade mark, or logo in connection with the sale of Products which has not been approved by ePay on behalf of, or directly in its own right by, the Provider.

17.2. Retailer acknowledges and agrees that nothing in this Retailer Agreement operates to give Retailer any right, title or interest in or to ePay's or any Provider's Intellectual Property Rights.

17.3. Retailer must notify ePay in writing of any infringements or any improper or wrongful use of ePay's or any Provider's Intellectual

Property Rights (whether by Retailer or any other person), as soon as practicable after becoming aware of the relevant conduct.

17.4. Retailer shall indemnify ePay for, from and against any Provider claims made against ePay attributable to Retailer's use of Provider's Intellectual Property Rights other than as expressly set forth in this Retailer Agreement, including all costs and expenses (including legal costs and solicitors' fees) on an indemnity basis.

18. FORCE MAJEURE

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 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.

19. MISCELLANEOUS

19.1. Nothing in this Retailer Agreement shall be construed as creating a partnership, joint venture or relationship of employment or trust between the Parties. Except as expressly provided for in this Retailer Agreement, Retailer shall not have, and shall not hold itself out as having, any authority or power to bind ePay or the Providers or to contract in the name of or create liability against ePay or the Providers in any way or for any purpose. For the avoidance of doubt, ePay shall act as an agent on behalf of the Providers only as set out in the Product Sales Appendix.

19.2. Retailer shall not act (or fail to act) in any way which adversely affects, or is reasonably likely to adversely affect, the reputation or goodwill of ePay and/or any of the Providers.

19.3. Notices may be served either by delivery to a Party personally, by posting to the Party's last known address by pre-paid ordinary mail, email or facsimile or, if the address is outside Australia, by pre-paid air mail, email or facsimile to the Party's last known address for service. If a communication is given by: (a) post, it is taken as received if posted within Australia to an Australian address three Business Days (in place of receipt) after posting; (b) facsimile, at the time of transmission and the sender's facsimile machine report will be prima facie evidence that the facsimile was received by the addressee in legible form at the time indicated on that report; or (c) email, when received by the recipient's email server (whether or not classified as spam) unless the sender receives an automated message that delivery of the email has failed.

19.4. ePay does not presently intend to amend the terms of this Retailer Agreement but reserves the right to do so giving not less than 30 days' written notice to Retailer, save as set out otherwise herein.

19.5. If any provision hereof is adjudged to be unlawful or invalid, that provision shall be deemed severed from this Retailer Agreement and shall not affect the enforceability of the remaining provisions hereof.

19.6. This Retailer Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Retailer Agreement, or the executed signature page of a counterpart of this Retailer Agreement, by fax or e-mail (in pdf, jpeg or other agreed format) shall take effect as delivery of an executed counterpart of this Retailer Agreement.

19.7. The failure or delay by ePay at any time to enforce any provision of this Retailer Agreement or exercise any of the

rights or remedies under this Retailer Agreement shall not constitute a waiver by epay of any provision hereof or any of its rights or remedies, and no single or partial exercise by epay of its rights or remedies (or the exercise by epay of a particular right or remedy) shall limit the exercise of any other right or remedy.

19.8. 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 provided by law.

19.9. This Retailer Agreement is governed by and is to be construed in accordance with the laws in force in New South Wales. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts, and waives any right to object to any proceedings being brought in those courts.

19.10. This Retailer Agreement embodies the entire agreement between the Parties as to its subject matter. All previous negotiations, explanations, understandings, representations, warranties, memoranda, commitments and information provided in relation to, or in any way affecting, the subject matter of this Retailer Agreement are incorporated into and superseded by this Retailer Agreement and shall be of no force or effect whatsoever, and no Party shall be liable to any other Party in respect of any matters thereunder.

APPENDIX A – PRODUCT SALES APPENDIX

1. INTERPRETATION

1.1. The General Terms and Conditions shall apply to this Product Sales Appendix. Unless stated otherwise in this Product Sales Appendix, terms defined elsewhere in this Retailer Agreement (including in the General Terms and Conditions) shall have the same meanings when used in this Product Sale Appendix.

1.2. In this Product Sales Appendix, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

“Agency Product” means a Product sold or distributed under an Agency Model (as defined in clause 2.2).

“Collection Product” means an Agency Product for which there is no 153-B arrangement for GST purposes and which is specified as a **“Collection Product”** in the Products and Services Schedule (if any).

“Face Value” means, in respect of an Agency Product, the price at which Retailer shall offer that Agency Product for sale as printed or displayed on the Product or another price as agreed by the Provider.

“Payment Date” means for Product Sales in the: first 3 days of each calendar week, the 5th Business Day of that calendar week; the last 4 days of each calendar week, the 2nd Business Day of the following calendar week.

“Physical Product” means a tangible Product subject to those additional terms and conditions of sale set out in clause 5.5.

“Retailer Commission” means, in respect of an Agency Product, the rate of commission payable to Retailer on sales of that Agency Product, expressed as a percentage of the Face Value of that Agency Product, or a fixed fee amount per Transaction involving that Agency Product, or as otherwise indicated in the Products and Services Schedule.

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

2. AUTHORISATION, AGENCY AND SCOPE OF THIS AGREEMENT

2.1. Subject to the provision of any Security, epay appoints Retailer to sell Products to Customers. Retailer has agreed to accept this appointment on the terms and conditions set out in this Retailer Agreement. In consideration for Retailer marketing and selling Products and processing Transactions, epay shall pay Retailer the Retailer Commission or offer Retailer a discount on the Retailer Purchase Price.

2.2. Depending on the Provider and/or the Product, in relation to each Product Retailer is either appointed as a: (a) non-exclusive, disclosed sub-agent of the relevant Provider acting as principal, whereby Retailer concludes Product Sales on behalf of the relevant Provider (**“Agency Model”**); and/or (b) non-exclusive sub-distributor of epay distributing Products on a buy-sell basis, whereby Retailer buys Products from epay and sells such Products to Customers (**“Buy-Sell Model”**).

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

2.4. For Products sold under a Buy-Sell Model the following shall apply: (a) title in a Product shall pass from epay to Retailer when epay has been paid in full for the Product or at any earlier time when the Product is sold to the Customer in the ordinary course of Retailer's business; (b) Retailer is not an

agent of epay or the relevant Provider; and (c) although Providers may recommend a retail sale price for the relevant Products, Retailer's sale price shall be solely determined by Retailer.

3. PRODUCT SALES

3.1. Nominated Stores: Retailer shall: (a) only offer for sale and sell Products at Nominated Stores; (b) not offer for sale or sell Products at a Nominated Store via an Approved Point of Sale System until the Nominated Store has a fully operational power line to which the Approved Point of Sale System is connected and the Approved Point of Sale System is able to communicate to the Host System via a Supported Communication Method; and (c) use reasonable endeavours to notify epay in writing at least 30 days (and, in any event, not less than 10 Business Days) before making any additions to or deletions from the list of Nominated Stores specified at the beginning of this Retailer Agreement.

3.2. Product Sales: The sale of all Products by Retailer shall be subject to and in accordance with the terms and conditions of this Retailer Agreement. If Retailer accepts payment for any Products 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 by Retailer.

3.3. Retailer Obligations: Retailer shall: (a) actively offer for sale, display, sell and promote the sale of all Products which Retailer is authorised to sell in accordance with epay's and/or any Provider's instructions; (b) not make the sale of any Products 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; (c) make Products conveniently and readily available to the public during Retailer's

Normal Business Hours and shall operate the Equipment and the Point of Sale System throughout its Normal Business Hours except where the Equipment and the Point of Sale System are not operational beyond the control of Retailer; (d) not offer for sale or sell "commercial quantities" (as determined by epay in its sole discretion) of Products or otherwise sell Products to any person other than a Customer; and (e) provide a Receipt to a Customer following the sale of any Products.

4. RETAILER COMMISSION AND PAYMENT TERMS

4.1. For any Agency Product, Retailer shall be entitled to receive the Retailer Commission for that Agency Product except in respect of those Agency Products which are cancelled pursuant to clause 5, subject always to Retailer making payment of the Face Value of such Agency Products. For any Product sold under a Buy-Sell Model (if any), Retailer shall pay to epay the Retailer Purchase Price.

4.2. Where the total commission and/or or payment terms for a Product are changed by the Provider, epay may amend the Retailer Commission and/or payment terms applicable to that Product to the same extent that those terms are amended by that Provider, by providing written notice to Retailer, to take effect at a time determined by the Provider.

4.3. Where the Retailer Commission for an Agency Product is determined by epay, epay may amend the Retailer Commission or payment terms by providing 14 days' written notice to Retailer.

5. CANCELLATION OF PRODUCTS

5.1. Refunds: Subject to clause 5.4, if as a result of the malfunction of any Approved Point of Sale Device a Transaction is improperly processed such that it is incapable of being used to access a 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 bonafides of Retailer and its employees and of the claim, accept cancellation and immediately refund to Retailer the price of the cancelled Product.

5.2. Error: Subject to clauses 5.1 and 5.4, if as a result of operator error a Transaction is processed which is not in accordance with the specified requirements of a Customer, or if a Customer changes his or her mind about the Product originally requested, and the Customer is unwilling to accept the Product, epay shall accept cancellation of the Transaction in question in accordance with the process set out in clause 5.1.

5.3. Reversal and Credit: If epay accepts a Transaction cancellation request and refunds a Product pursuant to clauses 5.1 and 5.2 and epay is then advised by the relevant Provider that it has been used to credit a Product, epay shall immediately be entitled to reverse any credit raised in connection with such Transaction and re-invoice Retailer in respect of such Transaction.

5.4. Provider Reciprocation: Notwithstanding anything else in this Retailer Agreement, epay will only accept a cancellation or refund if the business rules of the relevant Provider permit it, and if such Provider provides a reciprocal cancellation or refund to epay.

5.5. Special Provisions regarding Physical Goods: The following provisions relate to the supply of Physical Products by epay:

5.5.1. each order ("**Order**") is to be submitted using the order form provided to Retailer by epay ("**Order Form**"). Retailer shall email each Order Form to epaysupport@epayaust.com.au;

5.5.2. epay will ship the Physical Products to the locations identified in the Order. The Physical Products are packed in pre-determined pack sizes as indicated on the Order Form. epay is only able to ship whole packs to any location;

5.5.3. any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. epay shall not be liable

for any loss, damage or expense arising out of any delay in delivery of the Physical Products;

5.5.4. if Retailer fails to accept delivery of the Physical Products, delivery of the Physical Products shall be deemed to have been completed on the date of attempted delivery;

5.5.5. Retailer may not alter the Physical Products or their packaging or labelling, including any disclosures or wording displayed on the Physical Products;

5.5.6. the price of the Physical Products shall be the price set out in the Order or, if no price is quoted, the price set out in epay's published price list in force as at the date of the Order. The price of the Physical Products is exclusive of the costs and charges of packaging and transport of the Physical Products and is exclusive of GST;

5.5.7. charges for Physical Products will be included within the invoice issued to Retailer for other Products in the week following epay receiving the Order. The charges will appear as a single line item on the invoice referencing Retailer's purchase order number and amount due for the Order;

5.5.8. title to the Physical Products shall not pass to Retailer until epay receives payment in full (in cash or cleared funds) for the Physical Products;

5.5.9. risk in the Physical Products shall pass to Retailer once the Physical Products have left epay's warehouse;

5.5.10. except as required by law, epay will not accept returns of Physical Products;

5.5.11. to the fullest extent permitted by law and subject to clause 13.7 of the General Terms and Conditions: (a) epay's warranty in respect of Physical Products shall be limited, at its option, to the repair or replacement of defective units returned prepaid (or the cost of doing so). The warranty is conditional upon proper use of the Physical Products in the application for which they are intended; and (b) no warranty

shall apply to: (i) any Physical Product modification, installation, service or repair made without the written approval of epay; or (ii) damage caused by accident, neglect or incorrect installation, save for fair wear or tear or any cause other than ordinary use; and 5.5.12. if there is any conflict between the terms of this clause and any other clause in the General Terms and Conditions (other than clause 13.7 of the General Terms and Conditions) in respect of the sale of Physical Products only, this clause 5.5 shall take precedence.

6. FEES

6.1. Payment for Products: Retailer must pay to epay: (a) the Face Value of any Product sold by Retailer under an Agency Model; and (b) the Retailer Purchase Price of any Product sold by Retailer under a Buy-Sell Model, less the Retailer Commission applicable to that Product (if any) and any other deductions or set-off epay is entitled to make as set out herein.

6.2. Service Fee: epay may charge a service fee for each Terminal as set out in Schedule 2.

7. PAYMENT

7.1. Invoicing and Payment: (a) epay shall invoice Retailer on a twice-weekly basis for Product Sales each week; (b) subject to clause 6 and clause 7.2, Retailer shall pay epay's correctly rendered invoices as referenced in this Retailer Agreement on the Payment Date; and (c) payment shall be by direct debit. epay may amend the payment terms set forth in this Retailer Agreement by giving Retailer 14 days' written notice of such change.

7.2. Non-Sufficient Funds: If the appropriate payment amount is not available in Retailer's direct debit account by midday on the Payment Date then Retailer shall be deemed to be in default due to non-sufficient funds ("**NSF**") and shall pay an NSF charge of \$AUD150 plus GST.

7.3. epay may elect to waive an NSF charge if Retailer can demonstrate to epay's satisfaction

that the failed payment was not the fault of Retailer.

8. GST

8.1. Words or expressions used in this clause 8 which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this clause ("**GST Act**").

8.2. Any consideration to be paid or provided by a party ("**Receiving Party**") to the other party ("**Supplying Party**") for a supply made by the Supplying Party under or in connection with this Retailer Agreement, unless specifically described in this Retailer Agreement as "**GST Inclusive**", does not include an amount on account of GST.

8.3. Notwithstanding any other provision in this Retailer Agreement, if the Supplying Party makes a supply under or in connection with this Retailer Agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this Retailer Agreement as "**GST Inclusive**"): (a) the consideration payable or to be provided for that supply under this Retailer Agreement but for the application of this clause ("**GST Exclusive Consideration**") is increased by, and the Receiving Party must also pay to the Supplying Party, an amount equal to the GST payable by the Supplying Party on that supply; and (b) the amount by which the GST Exclusive Consideration is increased must be paid to the Supplying Party by the Receiving Party without set off, deduction or requirement for demand, at the same time as the GST Exclusive Consideration is payable or to be provided.

8.4. If a payment to a party under this Retailer Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

8.5. If any amount under this Retailer Agreement is calculated as a specified percentage of a fee or revenue stream, or otherwise arises from a revenue sharing arrangement, that amount shall be calculated by reference to the relevant revenue net of GST (if applicable).

8.6. epay will issue a tax invoice for each taxable supply it makes to Retailer without request. Without limiting any other provision of this Retailer Agreement, Retailer must pay the amount referred to as GST on the tax invoice.

8.7. The parties agree that no tax invoice will be issued by Retailer in respect of the supply of services to epay in connection with the Collection Products listed in the Products and Services Schedule. epay will instead generate and forward a Recipient Created Tax Invoice ("**RCTI**").

8.8. Each party must notify the other party if it ceases to be registered for GST or it ceases to comply with any of the requirements under any taxation ruling issued by a relevant authority relating to the creation of RCTIs.

8.9. If one party, being either a sub-agent or agent (for the purposes of this clause, a "**GST Agent**"), makes supplies or acquisitions under this Retailer Agreement on behalf of a head agent or principal (for the purposes of this clause, a "**GST Principal**") to third parties: (a) the GST Agent acknowledges that it will be treated, for the purposes of the GST Law, as making the supplies to, or acquisitions from, the third parties and the GST Principal will be treated as making corresponding supplies to and acquisitions from the GST Agent; (b) the GST Agent will issue a tax invoice and adjustment note (if required) to the third party using the GST Agent's name, ABN and business letterhead and the GST Principal will not issue any tax invoice or adjustment note relating to these supplies; (c) if the GST Agent sells through a sub-agent, the GST Agent will procure that the sub-agent issues a tax invoice and adjustment note (if required) using

its own name, its ABN and its business letterhead; and (d) if the GST Agent or the GST Principal ceases to be registered for GST, this sub-clause will cease to have effect.

8.10. Notwithstanding anything to the contrary in this Retailer Agreement, if one party, being either a sub-agent or agent (for the purposes of this clause, a **"GST Agent"**), makes supplies of a Product makes supplies of a Product being a voucher as defined by Division 100 of the GST Law (**"Voucher"**) under this Retailer Agreement to a third party as an agent of the head agent or principal (for the purposes of this clause, a **"GST Principal"**): (a) the GST Agent and GST Principal agree that any amount payable by the GST Principal to the GST Agent as a commission or similar payment for making the supply of Vouchers to third parties is to be treated as if it were not for a taxable supply made by the GST Agent; and (b) for the avoidance of doubt, the GST Agent must not issue a tax invoice to the GST Principal for the supply of commission services made in respect of supplies of Vouchers to a third party under this Retailer Agreement.

APPENDIX B - ALTERNATIVE PAYMENT SERVICES APPENDIX

1. INTERPRETATION

1.1. The General Terms and Conditions shall apply to this Alternative Payment Services Appendix. Unless stated otherwise in this Alternative Payment Services Appendix, terms defined elsewhere in this Retailer Agreement (including in the General Terms and Conditions) shall have the same meanings when used in this Alternative Payment Services Appendix.

1.2. In this Alternative Payment Services Appendix, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

“Alternative Payment Provider” means an alternative payment provider of a digital wallet (as set out in the Products and Services Schedule) enabled by epay to allow Retailer to accept Alternative Payment Services. The list of Alternative Payment Providers may be updated by epay providing written notice to Retailer.

“Alternative Payment Provider Host” means the host system of the applicable Alternative Payment Provider which communicates with the Host System to allow Payment Requests and to determine Payment Approvals and Payment Denials.

“Alternative Payment Services” means, for the purposes of this Alternative Payment Services Appendix only, electronic authorisation services that epay enables on an approved Point of Sale System to facilitate the acceptance by Retailer of payments from Alternative Payment Providers as described in clause 3.

“Approved Payment Media” means media approved by epay and capable of being read by a scanner connected to the Point of Sale System to initiate a Payment Request or recharge.

“Australian Financial Services Licence” means Australian Financial Services Licence Number 448066 issued to the Australian

Financial Services Licence Holder under Section 913B of the Corporations Act.

“Australian Financial Services Licence Holder” means Flexewallet Pty Limited (ACN 164 657 032) or any other licensed entity notified by epay to Retailer from time to time.

“Authorised Representative” means ‘authorised representative’ as defined in section 761A of the Corporations Act.

“Bank Account” means the bank account nominated by Retailer for receiving payments due from Alternative Payment Services.

“Business Day” means, for the purposes of this Alternative Payment Services Appendix only, any day which is not a Saturday, Sunday or public holiday in New South Wales or the country where the Alternative Payment Provider’s settlement bank is located.

“Chargeback” is when a Customer disputes a transaction and requests the funds to be charged back to Retailer.

“Customer Account” means an account held by a Customer with an Alternative Payment Provider which the Customer may use to pay for goods and services via Alternative Payment Services.

“epay Fee” means the fee payable by Retailer to epay for each Payment Approval as set out in Schedule 2.

“Payment Approval” means the confirmation by the Alternative Payment Provider Host that the Customer making a Payment Request has sufficient funds in the Customer Account to meet the value of the Payment Request.

“Payment Denial” means the rejection by the Alternative Payment Provider Host due to the Customer making a Payment Request having insufficient funds in the Customer Account to meet the value of the Payment Request, due to the Customer not completing the transaction using their Approved Payment Media or otherwise at the sole discretion of the Alternative Payment Provider.

“Payment Request” means the submission by a Customer to Retailer of an Approved Payment Media as payment for the goods or services the Customer wishes to purchase using funds in the Customer Account.

“Prohibited Transactions” are as set out at www.epayworldwide.com.au/prohibited. The lists of Prohibited Transactions are specific to each Alternative Payment Provider, may be updated by epay from time to time on notice to Retailer and always include any content of a sexual or pornographic nature or the sale of alcohol or tobacco to minors.

“Refund” means the request for a reversal of a Payment Request by a Retailer, subject to acceptance by the Alternative Payment Provider.

“Statement” means a statement of Alternative Payment Services transactions which sets out the epay Fees, the settlement amount due to Retailer from Payment Approvals, Voids, Refunds and the value of any Chargebacks.

“Void” is where the system initiates an automatic Refund due to technical issues, for example, a timeout.

2. APPOINTMENT AND SCOPE OF THIS AGREEMENT

2.1. epay is an Authorised Representative (AFS Representative Number 001246988) of the Australian Financial Services Licence Holder, which is the holder of the Australian Financial Services Licence. Retailer acknowledges that it is aware of epay’s status as an Authorised Representative for the purpose of sending and receiving money under this Retailer Agreement for the provision of Alternative Payment Services and all other aspects of this Retailer Agreement that constitute regulated financial services.

2.2. Subject to the provision of any Security, epay as an Authorised

Representative of the Australian Financial Services Licence Holder appoints Retailer to offer Alternative Payment Services. Retailer has agreed to accept this appointment on the terms and conditions set out in this Retailer Agreement. In consideration for epay making the Alternative Payment Services available to Retailer, Retailer shall pay to epay the epay Fee for each Payment Approval.

3. PROVISION OF ALTERNATIVE PAYMENT SERVICES

3.1. The following describes how the Alternative Payment Services shall operate:

3.1.1.a Customer makes a Payment Request by presenting Approved Payment Media which can be read by a scanner connected to the Point of Sale System;

3.1.2. the Point of Sale System communicates the Payment Request to the Host System and the Host System communicates the Payment Request to the Alternative Payment Provider Host;

3.1.3. depending on the response sent by the Alternative Payment Provider Host to the Host System, the Host System will communicate a Payment Approval or a Payment Denial to the Point of Sale System; and

3.1.4. if the response is a Payment Approval, Retailer shall issue the applicable purchase to the Customer and the Receipt. If the response is a Payment Denial, Retailer shall not issue the requested purchase to the Customer. If Retailer issues the applicable purchase to the Customer following a Payment Denial, Retailer shall be solely responsible for the value of such purchase without any form of recourse to epay.

3.2. Retailer shall be liable for all Chargebacks, Refunds and Voids.

3.3. If Retailer charges all or part of the epay Fee to the Customer, Retailer must notify the Customer prior to the purchase being completed via Alternative Payment Services. Any charge or fee Retailer applies must solely be

for the purpose of covering its reasonable costs associated with the Alternative Payment Services.

3.4. Retailer shall not do or refrain from doing anything that would adversely affect the Australian Financial Services Licence, the Australian Financial Services Licence Holder and/or epay's status as an Authorised Representative of the Australian Financial Services Licence Holder.

3.5. Retailer acknowledges and agrees that it is authorised to offer and provide Alternative Payment Services under this agreement on the condition that, during the Term, Retailer shall not, and shall procure that its Related Bodies Corporate shall not, offer services similar to or the same as the Alternative Payment Services, directly or indirectly, in cooperation with any other party without the prior written consent of epay.

3.6. For the avoidance of doubt, this Retailer Agreement is an exclusive contract for the provision of the Alternative Payment Services detailed herein and Retailer acknowledges and agrees that it is authorised to offer and provide Alternative Payment Services under this agreement on the condition that, during the Term, Retailer must not, and must procure that its Related Bodies Corporate do not, enter into any agreement with any other party for the provision of services similar to or the same as the Alternative Payment Services.

4. PROHIBITED TRANSACTIONS

The Retailer shall not process any Prohibited Transactions. If Retailer uses Alternative Payment Services for Prohibited Transactions, Retailer will be liable to pay all liabilities of any nature incurred by epay in connection with the transaction, together with associated legal fees and court costs, on a full indemnity basis.

5. EPAY OBLIGATIONS

epay shall provide Retailer with access to (a) an online self-care portal located at www.selfcareportal.com.au or

another address as notified by epay to Retailer from time to time; and/or (b) ongoing support and a customer service helpline telephone number connected to the customer service centre for the use by Retailer in connection with this Retailer Agreement.

6. PAYMENT TERMS

6.1. Retailer must provide epay with a single bank account authority that allows epay to process direct credits and direct debits in accordance with the Direct Debit Authority.

6.2. epay shall issue a Statement and an invoice on each Business Day. Within five Business Days from the date of issue of the applicable Statement and invoice, if:

6.2.1. the Statement shows that Retailer owes epay money, epay shall debit the Bank Account by the amount contained in the Statement, the amount of the applicable invoice, and the amount of any Chargebacks, Refunds and/or Void; or

6.2.2. the Statement shows that epay owes Retailer money, epay shall credit the Bank Account the amount contained in the Statement less the value of the applicable invoice and any Chargebacks, Refunds and/or Voids.

Payments shall be made as set out in Schedule 2. Note that there may be delays in debit or credit due to the operations of the financial institution with which Retailer and/or epay holds its Bank Account. epay shall in no circumstances have any liability whatsoever for any such delays.

6.3. Two periods where Retailer will experience a delay in settlement and payment of monies owed to their account are the Chinese New Year and Christmas. Specific date ranges can be found at <https://portal.epayworldwide.com>.

7. RULES FOR UNAUTHORISED PAYMENTS

The rules for unauthorised payments in respect of each Alternative Payment Provider are set out in Annex A of this

Alternative Payments Appendix. Retailer shall take all precautionary measures, and shall provide all cooperation reasonably requested by epay, in respect of the Alternative Payment Services.

8. GST

8.1. Words or expressions used in this clause 8 which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this clause (“**GST Law**”).

8.2. Any consideration to be paid or provided by a party (“**Receiving Party**”) to the other party (“**Supplying Party**”) for a supply made by the Supplying Party under or in connection with this Retailer Agreement, unless specifically described in this Retailer Agreement as “**GST Inclusive**”, does not include an amount on account of GST.

8.3. Notwithstanding any other provision in this Retailer Agreement, if the Supplying Party makes a supply under or in connection with this Retailer Agreement on which GST is imposed (not being a supply the consideration for which is specifically described in this Retailer Agreement as “**GST Inclusive**”): (a) the consideration payable or to be provided for that supply under this Retailer Agreement but for the application of this clause (“**GST Exclusive Consideration**”) is increased by, and the Receiving Party must also pay to the Supplying Party, an amount equal to the GST payable by the Supplying Party on that supply; and (b) the amount by which the GST Exclusive Consideration is increased must be paid to the Supplying Party by the Receiving Party without set off, deduction or requirement for demand, at the same time as the GST Exclusive Consideration is payable or to be provided.

8.4. If a payment to a party under this Retailer Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any

input tax credit to which that party is entitled for that loss, cost or expense.

8.5. If any amount under this Retailer Agreement is calculated as a specified percentage of a fee or revenue stream, or otherwise arises from a revenue sharing arrangement, that amount shall be calculated by reference to the relevant revenue net of GST (if applicable).

8.6. epay will issue a tax invoice for each taxable supply it makes to Retailer without request. Without limiting any other provision of this Retailer Agreement, Retailer must pay the amount referred to as GST on the tax invoice.

8.7. Each party must notify the other party if it ceases to be registered for GST or it ceases to comply with any of the requirements of any taxation ruling issued by a relevant authority relating to the creation of RCTIs.

8.8. If one party, being either a sub-agent or agent (for the purposes of this clause, a “**GST Agent**”), makes supplies or acquisitions under this Retailer Agreement on behalf of a head agent or principal (for the purposes of this clause, a “**GST Principal**”) to third parties: (a) the GST Agent acknowledges that it will be treated, for the purposes of the GST Law, as making the supplies to, or acquisitions from, the third parties and the GST Principal will be treated as making corresponding supplies to and acquisitions from the GST Agent; (b) the GST Agent will issue a tax invoice and adjustment note (if required) to the third party using the GST Agent's name, ABN and business letterhead and the GST Principal will not issue any tax invoice or adjustment note relating to these supplies; (c) if the GST Agent sells through a sub-agent, the GST Agent will procure that the sub-agent issues a tax invoice and adjustment note (if required) using its own name, its ABN and its business letterhead; and (d) if the GST Agent or the GST Principal ceases to be registered for GST, this sub-clause will cease to have effect.

8.9. Notwithstanding anything to the contrary in this Retailer Agreement, if one party, being either a sub-agent or agent (for the purposes of this clause, a “**GST Agent**”), makes supplies of a Product being a voucher as defined by Division 100 of the GST Law (“**Voucher**”) under this Retailer Agreement to a third party as an agent of the head agent or principal (for the purposes of this clause, a “**GST Principal**”): (a) the GST Agent and GST Principal agree that any amount payable by the GST Principal to the GST Agent as a commission or similar payment for making the supply of Vouchers to third parties is to be treated as if it were not for a taxable supply made by the GST Agent; and (b) for the avoidance of doubt, the GST Agent must not issue a tax invoice to the GST Principal for the supply of commission services made in respect of supplies of Vouchers to a third party under this Retailer Agreement.

ANNEX A – RULES FOR UNAUTHORISED PAYMENTS

1. Alipay

If an Alipay Customer claims that a payment authorised via Retailer using the Alternative Payment Services was not requested by the Customer, or a fraudulent transaction is made via Alipay's platform (“**Unauthorised Payment**”), Retailer will, following notification by epay, comply with the following rules:

(a) Retailer will provide the transaction evidence reasonably requested by epay; and
(b) if epay does not receive the requested transaction evidence within 60 days, or the Unauthorised Payment is due to Retailer's wilful default or negligence, then Retailer will reimburse epay the full value of the funds epay paid to Retailer for the relevant transaction.