

CANMOR - MERCHANT PURCHASE & PROCESSING AGREEMENT

ISO Number

ISO / Agent Name

These Instructions MUST be followed to avoid merchants being unduly delayed or denied service by Elavon or Ladco. When submitting an application the following documents must be provided. Please ensure that all fields and requested information is completed. If preparing by hand, please ensure all information is Legible.

REQUIRED DOCUMENTS

- Signed Merchant Agreement** - All pages of this application, completed and signed.
- Void Check or Bank Letter** - Account must be a Business account. Name on voided check or bank letter must match DBA or legal name on Merchant Agreement. Name of business must be preprinted.
- CODE OF CONDUCT FORMS** - Government Mandated Information sheets (pages 7 & 8)
- Proof of Existence - *Business Registration*** and one or more of the following:
- Phone bill or utility bill
 - 3rd party prepared business financials or tax returns
 - Yellow page advertisement
 - Photos of the business site
- IF Merchant is an Incorporated Company**
- Articles of Incorporation
- Mail Order, Telephone Order, Internet** - Last 3 months of current, consecutive statements are required.
- 2 Years Financial Statements** - under the following scenarios:
- Annual volume is over \$5,000,000
 - Merchant process 15% or more of Manual (keyed) transactions.
 - Merchant accepts payment for future delivery of products (eg. carpet purchase)
 - Merchant provides products or services of an extended period (eg. Subscriptions).
- FURNITURE BUSINESSES - ADDITIONAL REQUIREMENTS**
- Two years of financial statements - must be 3RD PARTY PREPARED
 - If no financials, must have Personal Guarantee with FICO of 700 or greater.
 - Must be Retail sales - no mail or telephone order or no Internet merchants.
 - No drop ship furniture merchants will be approved (order from store, ship direct from factory). All merchants must stock their own inventory.

ELAVON MAY REQUEST ADDITIONAL DOCUMENTATION BASED ON THE DEGREE OF RISK THAT IS ASSOCIATED WITH THE MERCHANT.

SALES AGENT MUST COMPLETE THE FOLLOWING - IF NOT COMPLETED APPLICATION WILL NOT BE SUBMITTED

Have you physically been on site?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Merchant Name appears on Signage?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Is this a retail location?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the physical site inspected the same as the DBA address?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Is merchandise consistent with type of business?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is there adequate inventory displayed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Web Site:			
Business located in:	<input type="checkbox"/> Separate Building	<input type="checkbox"/> Private Residence	<input type="checkbox"/> Shopping Center	<input type="checkbox"/> Office Building	<input type="checkbox"/> Kiosk
I certify that the above information is true, complete and accurate:					
Sales Agent Name:	Agent Elavon #:	Date:	Sales Agent Signature		

5. SALES AGREEMENT HST/GST #861810281

DESCRIPTION	CONTACTLESS	QUANTITY	PRICE PER UNIT	TOTAL
	<input type="checkbox"/>			\$
	<input type="checkbox"/>			\$
	<input type="checkbox"/>			\$

CREDIT CARD PAYMENT INFORMATION - Complete if paying by Credit Card			Shipping/Handling	\$
Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Credit Card Number _____ Expiry Date _____ 3 Digit Security Number on Back of Card _____ Name on Card _____ Signature X _____			Sub-Total	\$
			HST/GST/PST	\$
			TOTAL	\$
			Less Deposit	\$
			BALANCE DUE	\$

6. SERVICES and PRICING (RATES and FEES)

(Check each card you wish to accept)

INTERAC Debit VISA Credit MasterCard Credit Discover Union Pay American Express
 VISA Debit MasterCard Debit Activate CONTACTLESS option **X** _____ Merchant's Initial

INTERAC DEBIT Pricing

Debit Transaction Fee \$ _____ Merchant elects to charge a Surcharge Fee of \$ _____
Interac FLASH Transactions: \$0.035 will be added to the Debit Transaction Fee (Merchant receives 34% of the Surcharge amount.)

CREDIT CARD Pricing: * The rates appearing in the following table represents the percentage mark-up that will be added to the Interchange Rates established and regulated by Visa and Mastercard.

	VISA	Mastercard	Discover	Union Pay	American Express (JCB)	VISA Debit MasterCard Debit	Assessment Fees
Qualified	%	%	0.45 % *	0.45 % *	0.45 % *	0.45 % *	Visa 0.0904%
Rewards Qual	0.45 % *	0.45 % *	0.45 % *	0.45 % *			Mastercard 0.0870%
Mid Qual	0.45 % *	0.45 % *	0.45 % *	0.45 % *	0.45 % *		Cross Border CDN 0.4520%
Non Qual	0.45 % *	0.45 % *	0.45 % *	0.45 % *	0.45 % *		Cross Border INT'L 0.9040%
Commercial	0.45 % *	0.45 % *	0.45 % *	0.45 % *			

MISCELLANEOUS FEES (Service, one-Time, Per Occurrence)

Application Fee (one time)	\$95.00	Converge Setup (one time)	\$	Chargeback Fee (per occur.)	\$15.00
Monthly Minimum	\$20.00	Converge (monthly)	\$	Returned Item Fee (per occur.)	\$35.00
PCI Security Fee	\$ 8.95	E-Commerce Setup (one time)	\$	Maintenance Fee	\$ 9.95
Wireless Setup (one time)	\$	E-Commerce (monthly)	\$	Statement Fee	\$ 7.50
Wireless Airtime (monthly)	\$	Other	\$	Other	\$

Authorizations Fee Visa - \$0.06 Mastercard - \$0.06 Discover - \$0.10 American Express - \$0.10 Union Pay - \$0.10 ForeignNetwork - \$0.10

7. AUTHORIZATION TO PERMIT CANMOR INC. TO DEBIT / CREDIT MERCHANT ACCOUNT [DEBIT (PAD) PLAN AGREEMENT]

I/we authorize **Canmor Inc.**, and the financial institution designated (or other financial institution I/we may authorize at any time) to begin deductions as per my/our instructions for monthly regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my/our agreement. Regular monthly payments for the full amount of services delivered will be debited to my/our specified account within the first 10 business days of each month. I/we agree debits will be for varying amounts as set out in our agreement and I/we waive the requirement of 10 days written notice of the amount of each regular debit and for any one-time or sporadic debits. This authority is to remain in effect until Canmor Inc. has received written notification from me/us of its change or termination. This notification must be received at least ten (10) business days before the next debit is scheduled at the address of Canmor Inc., 600 Euclid St., Unit 1, Whitby, ON L1N 5C2. Canmor Inc. may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us. I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca.

Authorized Signature: **X** _____ Name: _____

Authorized Signature: **X** _____ Name: _____

ADDITIONAL TERMS AND CONDITIONS

- Canmor Inc. and its related companies support the Canadian Federal government's Code of Conduct (CG10) initiative and have constructed this agreement to be in compliance with the Code of Conduct rules.
8. **Sale:** Pursuant to the terms of this agreement, Merchant agrees to purchase the Point of Sale (POS) equipment ("equipment") listed in section 5. Unless otherwise expressly indicated, when the term "equipment" is used in this contract it also refers to any optional equipment that Merchant has purchased under this contract. In the event Merchant has entered into an equipment lease and fails to provide the prescribed Delivery and Acceptance Verification form within five (5) days of receipt of equipment, breach any warranty, representation or covenant therein, fail to make the required Lease payments, or fail to return equipment as prescribed, Merchant shall pay Canmor a purchase fee equal to any Lease balance due plus the cost of replacement.
 9. **Equipment Title:** Merchant agrees that title to POS equipment and other products purchased by way of the Agreement shall remain with Canmor until full payment of cleared funds, authorized credit card payment or in the case of a lease, the acceptance of the lease by leasing company and funding received by Canmor.
 10. **Installation and Use of Equipment:** Canmor or Elavon Canada shall assist the Merchant in installing the equipment and provide instruction to the Merchant in its operation.
 11. **Compensation:** Merchant acknowledges and agrees to pay: (a) fees as indicated in 6 above, (b) Change fee of \$50.00 whenever a change is made to Merchant's business profile (changes consist of but not limited to banking, address, ownership changes), (c) Interest in the amount of 24% per annum for any outstanding payment owing to Canmor, and, (d) Service fee of \$35.00 per item whenever any monthly electronic debit or merchant cheque is not honored by the Merchant's bank for any reason whatsoever. Merchant agrees that the above fees and charges are subject to change.
 12. **Denial of Credit Card Account:** Merchant acknowledges and agrees that Canmor cannot guarantee merchant acceptance for Credit Card (Visa, Mastercard, American Express) and that acceptance is based on Merchant's credit rating, the type of business and any previous experience with a credit provider. Merchant agrees to pay a one hundred and fifty dollar (\$150) setup/account removal fee in the event that merchant decides to discontinue service due to Credit being denied to Merchant.
 13. **Automatic Payment:** Merchant, by signing Authorization to Permit Canmor Inc. to Debit/Credit Merchant Account in 7 above authorizes Canmor to electronically debit Merchants bank account with any fees owing to Canmor and credit Merchant's bank account with Merchant's portion of surcharge fees collected. Credits and debits applied to Merchant's bank account will be identified as "Canmor." Merchant agrees to notify Canmor within five (5) days of changing merchant's bank account or banking relationship.
 14. **Equipment Purchase Terms and Conditions:** Purchase price for equipment shall include the equipment, pre-configured with Merchant's profile. Merchant agrees to pay setup fees and any shipping and handling charges. All charges associated with the installation of telephone line, Ethernet line, modem installation and configuration, electrical outlet and any special wiring that may be required shall be the sole responsibility on the Merchant. The purchase price of each equipment and/or item of optional equipment is non refundable under any circumstances. There are no verbal or written agreements between the parties other than the terms contained in this agreement, and no sales agent has any authority to change, alter or add to this agreement in any manner. If for any reason Canmor is unable to deliver equipment to the Merchant then Canmor shall be entitled to terminate this agreement without penalty. Canmor shall have the right to remove all equipment at any time if any payment due hereunder is not received by Canmor when due. The Merchant shall be liable for all costs of collection, equipment removal and any other charges incurred as a result of default in payment or other default hereunder including 24. Below.
 15. **Contactless Processing:** Merchant understands and agrees that if contactless processing is selected, a contactless processing fee may be charged. Contactless processing refers to credit and debit cards or smartphones and payment terminals that use radio-frequency identification (RFID) or near field communications (NFC) to make secure payments.
 16. **Service Relationships:** Interac Debit services may be provided by Canmor through its Merchant Services Provider (MSP) agreement with Everlink Payment Services Inc.; Credit Card and Interac Debit Card services may be provided by Canmor's MSP agreement with Elavon Inc.; Equipment Leases may be provided by Canmor's MSP relationship with Ladco Global Leasing Solutions (LADCO).
 17. **Leasing Equipment:** Merchant agrees that in the event a lease is requested by the merchant, the merchant shall select the term (length) of the lease and agrees to the monthly lease payment amount. Merchant understands and agrees that the lease is a separate contract from Canmor's merchant agreement and the lease agreement is a contractual obligation to purchase equipment between Merchant and leasing company. Merchant acknowledges the lease is NON CANCELLABLE and any disputes, late payment, requests to cancel or payout of the remaining lease, disposition of equipment is subject to the Terms and Conditions of the lease agreement. Commencing on the effective date of the lease, merchant shall communicate with leasing company on all lease matters.
 18. **Regulatory:** Canmor may from time to time provide the Merchant with instructions governing the provision of services under this Agreement, or instructions and specifications necessary for compliance with Interac network rules and regulations. Compliance with all relevant procedures, rules, and regulations is the sole responsibility of the Merchant. Merchant agrees to comply with all instructions, procedures, rules, and regulations as may be in effect from time to time. Further, Merchant expressly agrees that the responsibility to comply with the specifications and all federal, provincial, and local laws and regulations is the sole responsibility of the Merchant and hereby waives any claim against Canmor in respect of such non compliance of any of the matters contained in this paragraph.
 19. **Liabilities:** Under no circumstances will Canmor or its directors, officers, employees or agents be liable for any incidental, direct or indirect, special or consequential damages (including with limitation, damages for personal injury, loss of profits of sales, business interruption, unavailability of Interac services, loss of business information, or any other pecuniary loss) in connection with or arising out of this agreement, no matter how caused, in any situation relating to the performance of any equipment, the Interac network, credit card networks or any agent providing services.
 20. **Indemnification:** Merchant agrees that it is solely responsible for the accuracy and completeness of information furnished to Canmor and will indemnify and hold Canmor harmless from all loss or liability to which Canmor may be subjected in connection with any claim arising out of the inaccuracy or incompleteness of such information. Merchant agrees to indemnify and hold Canmor harmless from any claim by any Cardholder and to reimburse Canmor for and in respect of any and all losses, claims, damages or injuries arising out of or as a result of any fraudulent, improper or illegal act or omission committed or occurring by or on behalf of the Merchant, its employees, agents, officers, directors or customers or any person making use of any PIN pad located on the premises of the Merchant and for which Canmor may become liable.
 21. **Warranty:** Canmor warrants that equipment shall be free from defect in material and workmanship for a period of one (1) year from the date purchase. During the warranty period, repairs shall be made without charge to the Merchant provided that the equipment was not abused or not used, installed or operated in accordance with Canmor or the manufacturer's specifications. This warranty is expressly made in lieu of any other warranty of any kind, expressed, or implied. Canmor's sole liability for defective work or material shall be confined solely to replacement or repair of parts or the making of necessary adjustments, at its discretion. Canmor's liability for any and all losses and damages from any use whatsoever, including Canmor's negligence, shall in no event exceed the purchase price of the repair unit, accessory, parts thereof with respect which losses or damages are claimed. In no event shall Canmor be liable to Merchant, its successors in interest or any beneficiary or assignee for any consequential, incidental, indirect, special or other damages whatsoever arising out of this agreement or any defect in, failure or malfunction of the equipment, whether based upon lost goodwill, profits or revenue, interest, impairment or other equipment, loss by reason of non-operation, claims of Merchant or its customers for service interruption whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.
 22. **Term of Agreement:** The initial term of this Agreement shall commence on the date of Canmor's acceptance of this Agreement. **This Agreement will automatically be renewed for further successive one (1) year periods ("Renewal(s)")** unless Merchant gives written notice to the expiry of the initial or renewal term of its intent to not renew this Agreement. If the aforementioned notice is not received as stipulated above, Merchant agrees the agreement has been successfully renewed with all terms and conditions. During the term of this agreement the Merchant shall use Canmor exclusively for all matters relating to the debit and credit transaction processing services.
 23. **Contract Termination:** This Agreement may be terminated by Merchant by providing Canmor with written notice of termination. This Agreement will be deemed terminated in the event that any of the following occur without Canmor having been notified and acceptance granted: (a). No purchase transactions affected on the equipment for thirty (30) consecutive days, (b) Primary communications is out of service. (c) Refusal of delivery and/or installation.
 24. **Early Termination:** In the event of early termination, Merchant hereby agrees to: (a) reimburse Canmor in full for unrecovered costs relating to setup, installation, de-installation, registration, licensing, commissions, other fees relating to Canmor's execution of this Agreement and any outstanding fees incurred by Merchant and owing to Canmor, and (b) pay an early termination fee of \$350. ***In the event merchant receives a price quote from a competitor of Canmor claiming to lower merchant's total costs, merchant agrees to provide Canmor with a copy of the quote. Canmor agrees to waive the early termination fee if Canmor declines to match or revise its pricing lower than that quoted.***
 25. **Taxes:** Merchant shall pay all federal and provincial taxes on all taxable items provided by Canmor to Merchant. If any tax exemption certificate previously accepted by Canmor is not recognized or is no longer acceptable to the applicable governmental authority, Merchant agrees to promptly reimburse Canmor for any taxes covered by such certificates, which Canmor is required to pay.
 26. **Assignment:** Merchant shall not assign or transfer this agreement without prior written consent of Canmor Inc, which will not be unreasonably withheld.
 27. **Disclosure of Information:** Merchant consents to Canmor receiving information with respect to all transactions from all parties who receive information regarding the transactions made through equipment.
 28. **Personal Guaranty:** To induce Canmor to enter into this Agreement, the undersigned (if more than one, each of them joint and severally, or for the purpose of the Province of Quebec, solitarily) hereby personally, irrevocably and unconditionally guarantee full, prompt, and complete payment and performance of all obligations herein. This guarantee shall not be discharged or otherwise affected by any waiver, settlement, extension of credit, or variation of terms of this Agreement
 29. **Miscellaneous:**
 - a. The parties hereby acknowledge that they have requested this Agreement and all related documents to be drawn up in the English language. Les parties reconnaissent avoir demandé que les présents contrats ainsi que les documents qui s'y rattachent soient rédigés en langue anglaise.
 - b. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect and shall not be affected, impaired or invalidated thereby.
 - c. This Agreement shall be deemed to have been made in, and shall be governed In accordance with the laws of the Province of Ontario.

GST AND BUSINESS TYPE

GST TAX ID:

SOLE PROPRIETOR
 PUBLIC CORP
 C CORP/PRIVATE/CLOSELY HELD CORP
 SUB S CORP
 LIMITED LIABILITY COMPANY
 GOVERNMENT
 GENERAL PARTNERSHIP
 LIMITED PARTNERSHIP
 TAX EXEMPT ORGANIZATION (INCLUDE DOCUMENTS THAT SUPPORT EXEMPT STATUS)
 OTHER (ASSN/ESTATE/TRUST)

4 MERCHANT REPRESENTATIONS AND CERTIFICATIONS

Company Representations and Certifications. By signing below, the applicant company ("Company") and its representative(s) represent and warrant to Elavon Canada Company, doing business as Elavon Canada ("Elavon"), U. S. Bank National Association Canada branch ("VISA Member"), if we provide VISA services to you, Elavon Canada Company ("MasterCard Member"), if we provide MasterCard services to you, Elavon Canada Company ("Discover Member"), if we provide Discover services to you, and Elavon Canada Company ("Union Pay Member"), if we provide Union Pay services to you. (VISA Member, MasterCard Member, Discover Member, and Union Pay Member shall each be referred to as a "Member", collectively the "Members", and Elavon and the Members shall be collectively referred to as "we", "our" or "us") that (i) all information provided in this merchant application ("Company Application") is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Company; and (ii) the persons signing this Company Application are duly authorized to bind Company to all provisions of this Company Application and the Agreement. Further, by signing below, if leasing equipment, Company and its representative(s) agree that the Leased Equipment is subject to the terms and conditions set forth in the Terms of Service ("TOS") and have had an opportunity to review such terms. The signature by an authorized representative of Company on the Company Application, or the transmission of Transaction Receipt or other evidence of a Transaction to us, shall be the Company's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Company Application, the TOS and the Operating Guide each of which is incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf, respectively. If Company does not have access to view the TOS or Operating Guide at our website please contact our Company customer service centre at 1-866-310-3345. Company agrees to comply with the Agreement and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Company Application, have the same meaning ascribed to them in the TOS and Operating Guide

All companies must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 merchants (determined based on Transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any company that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$20.00 until Elavon is provided with validation of PCI DSS of compliance. Company may be eligible for Data Breach Finance Assistance Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for assistance details and conditions.

Company, its representative(s) and each person whose information is on this Company Application authorizes us prior to our acceptance of this Company Application and from time to time thereafter, for the purposes of facilitating the provision of our services to Company, to (i) investigate the individual and business history and background of Company, each such representative, each such person and any other officers, partners, proprietors, and/or owners of Company (collectively, the "Company Parties"); (ii) obtain credit reports, financial information or other background investigation reports on each of the Company Parties from our affiliates, credit agencies, other financial institutions and references provided by the Company Parties that we consider necessary to review the acceptance and continuation of this Company Application; (iii) use any personal information provided by the Company Parties in this Company Application or otherwise obtained by us under any other provision of this paragraph to respond to any further application for our services; (iv) facilitate the provision of our services by sharing such personal information and the results of our enquiries or investigations with our third party service providers, credit and debit card issuers, credit and debit card associations, credit agencies, governmental taxation authorities and similar parties; (v) use such personal information to investigate potentially fraudulent or questionable activities regarding the Company's account(s) or the use of our services; (vi) use such personal information for reporting purposes under credit or debit card association rules or regulations and to debit and credit card issuers, financial institutions or other credit of debit card related entities; (vii) use such personal information to offer products and services to the Company Parties that might be beneficial; (viii) use or disclose such personal information in the course of any actual or potential sale, reorganization, amalgamation or other change to our business; and (ix) collect, use and disclose such personal information when required or permitted by law.

Company agrees to establish and maintain sufficient funds in a designated bank account to accommodate all transactions including, but not limited to, Chargebacks, returns, adjustments, fees, fines, penalties and any other payments due under the Agreement. In addition to the fees set forth in the Company Application, you will pay fees to Elavon at the then current rates for account maintenance (e.g., dda/dba changes), special processing, retraining, equipment swaps and research including, but not limited to, research required to respond to any third party or government subpoena, levy or garnishment on your account. Company authorizes us to credit/debit such account as necessary to effect all such payments, agrees that all such debits are pre-authorized debits for business purposes as defined under Rule H1 of the Canadian Payments Association Rules and agrees to hereby waive the right to receive advance notice from us of any and all debits made by us from such account or any other account maintained by Company at any financial institution.

This Company Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Company Application. Delivery of executed counterparts of this Company Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Company Application shall constitute a signed original.

Company understands that we may take any or all of the following actions if considered necessary by us to protect ourselves from financial loss: establish, or require Company to establish, a reserve account; impose a processing limit or cap on the dollar amount of sales transactions that we will process for Company, which may be changed from time to time with or without notice to Company; establish holdback periods on payments to be made to Company; and/or suspend the processing of sales drafts for as long as necessary to investigate suspicious, unusual or excessive deposit or transaction activity.

The parties hereby acknowledge that they have required the Agreement and all related documents to be drawn up in the English language. Les parties reconnaissent avoir demandé que les présents contrats ainsi que les documents qui s'y rattachent soient rédigés en langue anglaise.

By signing below, Company represents and warrants that it has obtained and read in full the TOS and the Operating Guide available at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf or available from our customer service centre at 1-866-310-3345 prior to signing this Company Application and that it agrees with the terms thereof.

The Company's Parties also authorize any person or credit reporting agency to compile information to answer credit inquiries made by us and to furnish that information to us.

SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:
SIGNATURE: X	PRINTED NAME:	TITLE:	DATE:

5 PERSONAL GUARANTY

As a primary inducement to us to accept this Company Application, the undersigned Guarantor(s), by signing the Merchant Application, jointly and severally, and in Quebec solidarily, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Company of each of Company's duties, debts, liabilities and obligations to us (including, without limitation, in respect of Chargebacks and obligations in connection with Leased Equipment, if applicable) pursuant to the Company Application and Agreement, as may be amended from time to time, with or without notice (collectively, the "Obligations"). Guarantor(s) agrees that this is a continuing guarantee and that Guarantor(s)'s liability will not be discharged, affected or released by (a) any event which results in iCompany not being under a legal obligation to make any payment or perform any Obligation, or (b) any event which results in Guarantor(s) not being under a legal obligation to make any payment or perform any obligation hereunder including by the Guarantor(s)'s death or legal incapacity. Guarantor(s) understand further that we may proceed directly against Guarantor(s) without first exhausting our remedies against any other person or entity responsible therefore to them or any security held by us or Company. Guarantor(s) renounces the benefit of discussion and division. This guarantee will bind all heirs, administrators, estate trustees, representatives, permitted successors and assigns of Guarantor(s) and may be enforced by or for the benefit of any of our successors. Guarantor(s) understand that the inducement to us to accept this Company Application is consideration for the guarantee and that this guarantee remains in full force and effect even if the Guarantor(s) receive no additional benefit from the guarantee. Each of this guarantee, the Company Application and the Agreement is a business agreement and any limitation period is expressly excluded and waived entirely. Guarantor(s) acknowledges that this guarantee is a summary of the guarantee provisions in the TOS (defined above), agrees that this guarantee is subject to the terms and conditions set forth in the TOS and, by signing below, represents and warrants that it has obtained and read in full the TOS available at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf or available from our customer service centre at 1-866-310-3345 prior to signing below and that it agrees with the terms thereof.

The undersigned hereby authorizes any credit reporting agency or bureau to furnish us upon our request with a credit bureau report that relates to the undersigned.

SIGNATURE: X	PRINTED NAME:	DATE:
SIGNATURE: X	PRINTED NAME:	DATE:

SUBMITTED BY (SALES USE ONLY)

To the best of my knowledge, I certify that the information provided in this Company Application was provided by the Company and is true, complete and accurate. I further certify that the signatures were provided by the Company's owner(s) or officer(s), as appropriate.

SALES REP SIGNATURE: X	PRINTED NAME:	REP ID #:	DATE :
REP PHONE #: 905-668-6140	REP EMAIL: msnyder@canmor.com		

FOR INTERNAL USE ONLY

ACCEPTED BY ELAVON, INC.:	DATE:	ELAVON CAN-MSP-ELV-0716
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X _____ Initials

CAN-MSP-ELV-0716

IMPORTANT NOTICE TO ALL MERCHANTS

NEW CREDIT CARD SECURITY REQUIREMENTS

All Merchants in Canada Must Be Certified Under the *Payment Card Data Security Standards*

BACKGROUND - The increase in criminal activities over the past few years has resulted in the theft of over 2 Billion cardholder records. The largest theft was identified in July 2014 of 1.2 billion records stolen by European criminal organizations. Major businesses such as Target stores, Global Payments and JYSK (a large retailer) had their computer systems hacked by criminals *stealing hundreds of million cardholder records*. But it is not only large businesses that are targeted by criminals, small retailers are also attacked. Criminals send small applications, called bots, out into the internet for the purpose of finding any business that has security weaknesses. Once found, these small businesses computers are hacked and cardholder data, contact lists, bank account information is stolen.

SOLUTION - The Payment Industry (Visa, Mastercard, American Express, Discover and many other international cards) have established security regulations designed to reduce the number and impact of criminals hacking into businesses computers and networks. **All Canadian business that accept credit or debit cards must undergo a certification process and PASS the certification.** *New merchants to Elavon are given a 3 month period to undergo the certification process*, make any adjustments that are identified and receive a pass grade. PCI Certification is not a one-time event, it must be performed annually because security requirements change as criminal activity changes; merchants change their business methods (adding eCommerce) and merchant's internal security processes change from time to time.

FINANCIAL - In addition to the dramatic increase in criminal activity, the costs to defend against criminal attacks are also dramatically increasing. Merchants will now be charged a monthly PCI Security fee of \$8.95 per month, this fee will assist in covering the cost of monitoring criminal activity and their changing methods of attack. Included in the \$8.95 is an insurance policy of up to \$100,000 per attack to offset liability costs if your system is hacked. If you are not successfully certified after 3 months, you will be assessed a \$20.00 "Non PCI Compliance Fee" each month until you are certified.

COMPLIANCE PROGRAM - Elavon recognizes that the process of successful certification can be complicated for merchant's especially small merchants who do not have highly trained IT specialists. To assist all merchants (small to large), Elavon has partnered with Sysnet Global Solutions to guide merchants in identifying the degree of certification activity that is required for each merchant. Tools are available to merchants to scan their computers and networks that will identify weaknesses and provide instructions on correcting weaknesses and vulnerabilities.

TO BEGIN YOUR CERTIFICATION
simply log into www.pcicompliancemanager.com
and follow the instructions.

NOTE: When you begin your certification, you will be asked to enter your computer's IP Address. If you do not know the IP Address, log into www.whatismyipaddress.com your IP Address will be displayed on the screen.

**HACKERS DO NOT ONLY TARGET LARGE BUSINESSES,
SMALL BUSINESSES ARE ATTACKED AS WELL.**