

ENTERPRISE MERCHANT AGREEMENT TRANSACTION RECORDS

Dated : / /

LATITUDE TECHNOLOGIES LIMITED

a company incorporated in Auckland, New Zealand
("Latitude")

_____ a company incorporated in _____
("Enterprise Merchant")

INTERPRETATION

Defined Terms - In this agreement, unless the context otherwise requires:

"Agreement" means this Agreement.

"Business Day" means a day on which banks are open for banking business in Auckland, New Zealand.

"Confidential Information" means the following, whether or not recorded:

- a) All information of the Customer or its business that might reasonably be expected to be confidential;
- b) That part of the records prepared by the Enterprise Merchant (or its agents, advisers, contractors, consultants, directors, employees and executive officers) to the extent that they contain information referred to in sub-clause (a);
- c) And the provisions of this agreement.

"Customer" means any natural or legal person who enters into a business relationship or occasional transaction with the Enterprise Merchant.

"Effective Date" means the date of the execution of this Agreement by both parties.

ENTERPRISE MERCHANT ACKNOWLEDGEMENT

- 1 . Latitude provides a payment services technology (Latipay) to the Enterprise Merchant.
- 2 . The Enterprise Merchant's customers will use Latipay to facilitate online payment.
- 3 . The Enterprise Merchant's use of Latipay will be restricted to payments connected to (tick all that apply) :

☐ Consumer Goods ☐ Accommodation ☐ Software ☐ Insurance ☐ Education ☐ Travel

- 4 . The Enterprise Merchant will not use LatiPay for any other type of business transaction, other than what has been described in paragraph 3 above.
- 5 . For each transaction carried out on the LatiPay platform, the Enterprise Merchant agrees to maintain the following transaction records :
 - a) A detailed description of the goods and services
 - b) Quantity
 - c) Value
 - d) Currency
 - e) Names of parties to the transaction
 - f) Countries that the parties are from

6 . These transaction records must remain readily available for a period of at least five (5) years, commencing from the date that the transaction occurred.

7 . To enable Latipay to meet regulatory compliance obligations, the Enterprise Merchant agrees to provide the above transaction records as set out in paragraph 5, to Latipay within three working days upon written request.

8 . The Enterprise Merchant agrees these records will be provided in complete form, without deletion or alteration.

9 . If such records are not made available within three working days, Latipay reserves the right to cancel or suspend the Enterprise Merchant's trading account without further notice.

◆ **Disclosure**

If Latitude, in its opinion, is required, or it is otherwise necessary or desirable, to disclose information obtained in connection with the Enterprise Merchant's customer to any person (including any governmental agency) in order to comply with the anti-money laundering legislation or any other law, the parties agree that Latitude may disclose that information, such disclosure will not breach any duty of confidentiality owed by the Enterprise Merchant to any other party.

◆ **Indemnity**

The Enterprise Merchant indemnifies Latitude (and its officers, employees and agents) against, any loss arising as a result of or in connection with any failure of the Enterprise Merchant to carry out its obligations under this agreement.

◆ **Term of the Agreement**

This Agreement commences from the date of the execution of this Agreement and continues until the termination of the Latipay account ("Term").

◆ **Written Notice**

The Enterprise Merchant agrees that Latipay holds the right to deliver information requests by written notice as set out in paragraph 7 for a period of up to five years following termination of the Enterprise Merchant's Latipay account.

◆ **Further assurances**

Each party must promptly do everything reasonably required to give full effect to the terms and intentions of this agreement.

Signed by

LATITUDE TECHNOLOGIES LIMITED

Title

Chief Executive Officer / Director

Print Name:

Signed by

Title:

Print Name:
