

Sub Merchant Agreement



This Agreement ("Agreement") is entered by and between Intabill Inc of 27/20 Park Road Milton, QLD, Australia, ("INTABILL"), Inc. and the Seller as per Appendix A ("Seller"), to be effective as of the date of acceptance of this agreement by INTABILL ("Effective Date")

INTABILL is a seller of the following Services:

Internet payments system with acquiring financial institutions to accept payments through a number of payment types and means including but not limited to credit cards, direct debit and/or ACH; with the following features:

- Online billing and payment solutions and accounting/gateway program
- Automatic recurring billing (if required)

INTABILL shall pay to Seller all monies due to Seller as a consequence of INTABILL providing its services pursuant to this Agreement to the Seller less any deductions INTABILL is authorized to make under or pursuant to this Agreement or other agreement between the parties. The amount to be paid to Seller will be calculated weekly and the first payment shall be made within 14 -21 days of the date of commencement of processing.

Customers: Any and all Customers of Seller who use the INTABILL Services and/or software will automatically become the Customers of INTABILL as well.

Account Cancellation: The account can be cancelled at any time by INTABILL due to, but not limited to, high charge back ratios, fraud, lack of sustained processing or when INTABILL determines that the relationship is no longer mutually beneficial. If the problem is deemed correctable INTABILL will notify Seller in writing, offering detailed steps Seller must take in order to meet compliance. Seller may at any time cancel this contract with written notice and. INTABILL will terminate this Agreement and will no longer offer processing services to Seller. Any payments due to Seller will be held for 6 months after termination to indemnify INTABILL against possible charge backs or fraud.

Gateway and Software: The Seller shall simultaneous with the execution of this Agreement, execute the Gateway Service Agreement between INTABILL and the Seller, a copy of which has been given to the Seller

Taxes: Each party agrees to report and pay federal, state and local taxes imposed on its income. The parties agree that taxes in the nature of an excise, sales or use tax are not currently imposed on the transactions contemplated under this Agreement. Further, the parties agree that if such taxes are imposed, the burden of such taxes shall be Seller's responsibility. INTABILL shall have the right to collect and pay over taxes in the nature of an excise, sales, or use tax on behalf of Seller if reasonably required to do so by a taxing authority of competent jurisdiction and shall further have the right to recover from Seller the amount of any such taxes and related penalties and interest which are paid by INTABILL with its own funds.

Independent Contractors: INTABILL and Seller are independent contractors, and nothing herein shall be construed as creating an employment, agency, franchise, joint venture or partnership relationship between them. Neither party shall have any right, power or authority to enter any agreement for or on behalf of, or incur any obligation or liability, or to otherwise bind, the other party.

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Confidentiality And Non-Disclosure: You acknowledge and agree that the Software provided by INTABILL in connection with your use of the services (the "Software") and any related documentation or other materials provided by INTABILL is the confidential information of INTABILL including but not limited to computer software, customer lists, proprietary ideas, techniques, products, formulas, discoveries, and processes. You agree not to disclose such confidential information to outside parties without our prior written consent. You will not copy, reverse engineer, decompile, disassemble, modify, translate, or make any attempt to discover the source code of the Software, or create derivative works based on the Software, and you will be solely liable for any damages, costs or expenses arising from the foregoing. Your obligations with respect to such confidential information shall survive termination of this Agreement. You will procure that any of your employees or contractors to whom confidential information is disclosed (subject to our prior consent) comply with these confidentiality obligations.

Warranties: The Seller warrants that it conducts its business in compliance with all international laws and regulations and any promotions or marketing conducted either by the Seller or its affiliates is conducted in accordance with the laws and standards applicable to the Seller. The Seller shall comply with any direction given to it by INTABILL in connection with the Services. The Seller shall promptly deliver all products or services that it sells on its website(s) to its customers.

Limitations of Liability: INTABILL assumes no liability for disruptions of the services and/or including, but not limited to, vandalism, theft, phone service outages, Internet disruptions, extreme or severe weather conditions or any other causes in the nature of "ACTS OF GOD" or force majeure. INTABILL shall not be liable for exemplary, special, indirect, incidental, or consequential damages arising out of this agreement or with respect to the use, operation, or support of the services, including, but not limited to, damages arising from breach of contract or warranty, negligence, or strict liability, or damages caused by hackers, code developed with malicious intent, interrupted communications, lost business, lost data, or lost profits, even if INTABILL or Seller has been advised of, or knows or should know of, the possibility of such damages. In no event shall INTABILL aggregate liability for damages for any claim related to or arising out of this agreement, whether in contract, negligence or tort, exceed the total fees and charges paid by Seller for the applicable services INTABILL shall not be responsible for consequential damages or punitive or exemplary damages under any circumstances. In no case shall Seller be entitled to recover damages from the INTABILL that exceed the sum of the service fees retained by INTABILL under this Agreement during the six months prior to the event giving rise to the claim for damages.

Indemnification: The Seller is fully responsible for the contents of its web site and for the contents and accuracy of all the advertising and advertisements appearing on its web site. The Seller is also fully liable for any promotions, whether appearing on Seller's site or otherwise, proffered or offered by Seller in reference to any of Seller's offerings. The Seller hereby certifies to INTABILL that Seller is the owner of or that Seller has the legal right and authority to use, utilize or disseminate all information, data, graphics, text, video, music or intellectual property which either forms a part of Seller's site or is in any way or manner incorporated into Seller's site, which is provided by Seller to its customers, or those accessing Seller's site or, which is otherwise used or utilized by Seller in its advertising or promotion, be same done or provided on Seller's site or otherwise.

Seller agrees to indemnify and hold harmless INTABILL (INTABILL Services) and/or its employees, officers, agents, directors or successors, from any and all fines, penalties, losses, claims, expenses, or other liabilities, resulting from or in connection with this Agreement. INTABILL assumes no liability of Seller for Seller's failure to follow and adhere to the terms of this Agreement, and any results caused by the acts, omissions or negligence of Seller, its subcontractor(s), agents, employees, or directors, or any of them, including, but not limited to, claims of third parties arising out of or resulting from, or in any manner in connection with, Seller's products or services, messages, programs, caller contracts, promotions, advertising, infringement or any claim for defamation, libel or slander, or for violations of copyrights, patents, trademarks, service marks, or other intellectual property rights.

The Seller acknowledges and agrees to reimburse and make INTABILL whole for any and all legal fees and costs incurred by the INTABILL in reference to or in any manner arising out of Seller's utilization of its site or arising out of Seller's obligations under this Service Agreement, said claim being rightfully or wrongfully asserted against INTABILL. This obligation of Seller shall arise and bind Seller regardless of whether or not litigation against INTABILL is actually instituted by a third party, and shall include all sums paid by INTABILL, its sole judgment and discretion, to any third-party to compromise an asserted claim prior to the commencement of

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litigation, or during litigation, or to satisfy any monetary judgment against INTABILL., or sums advanced by INTABILL to allow it to comply with any injunctive directive of a court order or of a settlement.

Disclaimer of Warranties: All goods and services provided by INTABILL under this agreement are provided as is and as available. INTABILL makes no warranty, express or implied, regarding any goods or services, and specifically disclaims all implied warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, and any warranties arising out of course of dealing, conduct, or industry practice. Except as expressly indicated herein, no representation or other affirmation of fact, oral or written, including, but not limited to, any statement regarding capacity, suitability for use, or performance of any goods or services, whether made by INTABILL employees or otherwise, shall be deemed to be a warranty by INTABILL for any purpose or give rise to any liability of INTABILL.

Choice of Law and Venue: This Agreement shall be construed in accordance with the laws of the Country of Hong Kong, without regard to its conflict of laws provisions. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts located in Hong Kong, for any action, suit or proceeding arising out of or relating to this Agreement.

Term & Termination: The term of this Agreement shall continue until a notice of cancellation by INTABILL or Seller is received in writing or until terminated under other provisions of this Agreement. INTABILL reserves the right to terminate this Agreement without cause upon notification to Seller. INTABILL may further terminate this Agreement immediately without notice at any time Seller breaches any part of this Agreement or if INTABILL Services or any associated services supplied to INTABILL by a third party are disrupted or terminated either directly or indirectly by Seller for any reason.

Amendments and Modifications: Except as hereinafter provided no Amendment or modification of this Service Agreement shall be valid unless the same is in writing and signed by all parties hereto. INTABILL may amend this Agreement to take into account changes in law or regulations or industry mandates and to accommodate changes imposed on INTABILL by its credit card service and/or to make other changes deemed necessary by INTABILL, provided that such changes do not materially alter the ongoing obligations of the parties, by sending Seller a specimen of the changed Agreement. Unless Seller rejects the changed Agreement and terminates this Agreement by notice to INTABILL in writing within fifteen (15) days after INTABILL sends the changed Agreement, the changed Agreement shall replace this Agreement and be in full force and effect.

Notices: Any notices required or permitted by this Agreement shall be sent to the addresses on the cover page by courier or registered or certified mail with return receipt requested. Notices shall be deemed given upon personal delivery to the addressee, or three days after the date of mailing if sent by registered or certified mail. Either party may change its address for purposes of this Agreement by notifying the other party in accordance with the terms of this paragraph.

Entire Agreement: The signature below of Seller or Seller's authorized representative acknowledges that Seller has read, understood, and accepted this Service Agreement, that this Service Agreement contains the entire agreement of the parties and that no other agreements, instruments or writings are in effect, and that Seller assumes all obligations under this Agreement.

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The undersigned warrant and affirm that each has the full legal capacity and lawful authority to execute and deliver this Agreement.

The undersigned parties agree to be bound by the terms and conditions of this Agreement for Use of Services fully and unconditionally as indicated by the following authorized signatures:

Signatories:

By _____
Seller Authorized Agent

Date: ____/____/____

BY **Intabill Inc** _____

Date: ____/____/____

**APPENDIX A
Seller Details**

Date:

Seller Name:

(Certificate of Incorporation or copy of passport of Principal attached)

Principal Name:

D/B/A Name:

Address:

Phone Number:

E-mail:

Site URL:

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Payment schedules: The Seller will be paid weekly each Wednesday with a minimum seven day delay. Week will end on a Saturday night (Daily payments can be considered based on acceptable volume and transaction history).

The Seller is required to supply proof of delivery for any physical goods via either a courier services tracking number or receipt. The tracking number or receipt must be verifiable through the courier or delivery organization.

Holdback Schedules: A 10% rolling reserve holdback for the first six months. This 10% will be charged for the duration of the contract, however the first month holdback will be returned on the beginning of the seventh month and then on the eighth month the second month will be returned, on the ninth the third month will be returned, etc.

Seller Signature: _____