

Moneris Card Acceptance Form



Date: Jun 19, 2018	Reference #: 0030209335522
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Order ID:	Officer Code: OA77
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Information we require from you, the merchant:
[Please complete & sign the attached application]

BUSINESS INFORMATION

Company Legal Name:		
Operating As Name:		
Site Address:		
City:	Province:	Postal Code:
	ON	
Telephone Number:	Fax Number:	
[]	[]	
Customer Service Telephone # [] x [for mail order, telephone order and recurring payment transactions]		
[] - If different Same as above		
Chargeback Fax Number:		
<input type="checkbox"/> Fax to: Same As Above <input checked="" type="checkbox"/> Via Regular Mail		
Web Address:		
Email Address:		
Alternate Addresses:		
Billing Address:		
Equipment Delivery:		

Method Of Selling [Percentage Of Total Sales For Each]	
Type	Percentage [%]
Mail Order / Telephone Order	0
Direct Selling	100
e-Commerce	0
Web site is for Advertising purposes only [i.e. you are not taking credit card numbers via your Internet site or via email]	
Description Of Products Or Services Sold	
RESTAURANT	
Length of Current Ownership	Length at Current Location
Years 1 Months 1	Years 1 Months 1
Open Date	
Legal Type of Business	
Private Corporation	
Type Of Business Location	
Other	

OWNER/S, PARTNER/S AND OR DIRECTOR/S INFORMATION

Owner, Partner, Officer or Director Signing The Contract:		
Name:		
Country of Residence: <input checked="" type="checkbox"/> Canada <input type="checkbox"/> Other		
Home Address:		
City:	Province:	Postal Code:
Home Telephone Number:		
[]		
Position:		
OWNER		
Date Of Birth [yyyy-mm-dd]:	Percentage Of Ownership:	
	100	%
Have You Ever Filed For Bankruptcy? Yes No		

Other Owner, Partner, Officer or Director Signing The Contract:		
Name:		
Country of Residence: Canada Other		
Home Address:		
City:	Province:	Postal Code:
Home Telephone Number:		
[]		
Position:		
Date Of Birth [yyyy-mm-dd]:	Percentage Of Ownership:	
		%
Have You Ever Filed For Bankruptcy? Yes No		

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MONERIS PRODUCTS AND SERVICE INFORMATION

Moneris Services You Are Applying For:		
Visa	MasterCard	Discover
Visa Debit	Debit MasterCard	Interac
UnionPay	American Express/JCB	Interac eCommerce

Floor Limits	
M/C Downtime Floor Limit	\$0.00
Visa Downtime Floor Limit	\$0.00
Debit MasterCard Downtime Floor Limit	\$0.00
Visa Debit Downtime Floor Limit	\$0.00
Discover Downtime Floor Limit	\$0.00
UnionPay Downtime Floor Limit	\$0.00
American Express Downtime Floor Limit	\$0.00

Non-Refundable Administration Fee	
Amount	\$ 0.00
NOTE: Merchants accepting INTERAC Online will be subject to an additional \$50 INTERAC registration fee.	

Imprinter Rental [Fee Per Imprinter (Excluding Taxes)]		
Regular – Annual Rental	Plate	\$
Portable – Purchase	Plate	\$

Equipment Information and Fees [Excluding Taxes]			
Quantity	Model of Each Component		Monthly Rental Fee Per Terminal/Combo
			\$
			\$
			\$

PIN pad Fees [If Applicable]		
Quantity	Model	Monthly Rental Fee Per PIN pad
		\$
		\$

Other Solution [If Applicable]		
Quantity	Model	Monthly Rental Fee Per Device
		\$
		\$
		\$

Stationery [If Applicable]		
Quantity	Item	Fee
		\$
		\$
		\$

Other Pricing	
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Miscellaneous Device Fees	
POS Upgrade Fee (One-Time Fee)	\$
POSPAD Monthly Usage Fee (Per Device)	\$

POS Wireless				
Terminal Type				
Plan Type				
Quantity				
Unit Price	\$			
Activation Fee	\$			
iWL220 Package A	Quantity	1	Price	\$ 49.00
iWL220 Package B	Quantity		Price	\$
iWL220 Additional Com. Base	Quantity		Price	\$
iWL220 Additional Charge Base	Quantity		Price	\$
iWL255	Quantity		Price	\$
iWL255 + Charge Base	Quantity		Price	\$
Total Monthly Rental Fee	\$ 49			
Mobile iWL255 - Package A [POS rental includes unlimited airtime]				

Terminal Installation	
No -Charge Telephone-Assisted Installation	
On -Site Installation [Fee Applicable - Excluding 3201 Line Installation]	

Dynamic Currency Conversion (DCC)	
Package Type:	
Setup Fee	\$

Gateway Or Wireless Activation Setup Fee	
Fee Explanation	Amount
	\$
Cloud Services Monthly Access Fee	\$
Fraud Tool Fees	
VBV (Verified-By-Visa)/Secure Code (One-Time Fee)	\$
Fraud Tools Monthly Fee	\$
AVS/CVV2/CID Yes No	
Automated Billing Updater	
Monthly Fee	\$
Visa Fee Per Submission/Fee Per Match	\$
MasterCard Fee Per Submission/Fee Per Match	\$
Vault Fees	
Vault Service One Time Setup Fee	\$
Vault Service Monthly Fee	\$
Monthly Fee for each Record stored by Vault Service	\$
Token Sharing Setup Fee	\$

PCI Security Fee		
Type	Billing Frequency	\$

Interac Surcharge	
Setup Fee	\$
Monthly Fee [Per Terminal] \$	Number of Terminals
Total Monthly Fee (Monthly Fee * Number of Terminals)	\$

Reporting – Merchant Direct	
Monthly Fee [Per Location] \$	Number Of Locations

Monthly Deposit Fee	
Type	Monthly Fee [Per Location]
Account Service Package	\$ 8.00

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MONERIS PRODUCTS AND SERVICE INFORMATION Continued

Moneris Gift Card Services:	
New Program	Existing Program
Card Design Details	
Design Code	Quantity
Total Quantity of Cards	
Card Details	
Merchant Logo will Appear on Card	
Merchant Printed Name will Appear on Card	
Merchant Logo and Name will Appear on Card	
Line 1:	
Line 2:	
Line 3:	
Line 4:	
Number of Additional Locations	
Gift Card Pricing (Monthly)	
Gift Card Program Fee	\$
Gift Card Reload Fee	\$
Gift Enhanced Web Reporting Fee	\$
Total Monthly Fee/Location	\$
Total Monthly Fee	\$
Gift Card Pricing (One-Time)	
Program Setup Fee	\$
New Artwork Fee	\$
Total Card Fee	\$
Additional Location Fee	\$
Reload Setup Fee	\$
Total Order Fee	\$
*If we are providing a Gift Card Service to you, please refer to the Gift Card Schedule for definitions of the fees listed above.	

Promotional Gift Card Program	
Promo Gift Setup Fee (Per Promotion)	\$
Artwork Fee	\$
Design Code	Quantity
Total Card Fee	\$
Promo Gift Card Total Order Fee	\$

Moneris Loyalty Services:		
Net New Order	Add Additional Locations	Program Change Request
Re-Order	Package Switching	
Package Plan Details		
Basic Plan 200 – Standard Card	Basic Plan 200 – Custom Card	
Basic Plan 350 – Standard Card	Basic Plan 350 – Custom Card	
Basic Plan 700 – Standard Card	Basic Plan 700 – Custom Card	
Enhanced Plan 500 – Custom	Enhanced Plan 900 – Custom	
Card Design Code		
Card Design Details	Design Code	Quantity
Total Quantity of Cards		
Card Details		
Merchant Logo will Appear on Card		\$
Merchant Printed Name will Appear on Card		
Line 1:		
Line 2:		
Line 3:		
Line 4:		
Basic Loyalty Program Information		
Reward Threshold Level		
Reward Coupon Value		
Loyalty Card Pricing		
Total Card Fee	\$	
Program Setup Fee	\$	
Loyalty Monthly Fee	\$	
Rush Fee	\$	
Loyalty Transaction Overage Fee	\$	
Custom Artwork Fee	\$	
Loyalty Program Change/Plan Switch Fee	\$	
Additional Locations		
Number of Locations		
Additional Location Setup Fee	\$	
Total Additional Setup Fee	\$	
Total Order Fee	\$	
If you have a Loyalty Program, please refer to the Loyalty Program Schedule for a list and definitions of charges applicable to your Loyalty Program. *Text case on Reward Coupon will match text case used above. Accents will not be shown in French messages.		

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MONERIS PRODUCTS AND SERVICE INFORMATION Continued

	Volume Based**	Transaction**	Authorization	Settlement	Foreign Assessment Inbound or Services Fee ²	Assessment Program Participation or Service Fee ¹
MasterCard ⁵	%	\$	\$	\$	%	%
Debit MasterCard ⁵	%	\$	\$	\$	%	%
Visa	%	\$	\$	\$	%	%
Visa Debit	%	\$	\$	\$	%	%
Discover ⁴	%	\$	\$	\$	%	%
UnionPay	%	\$	\$	\$	%	%
UnionPay ecommerce	%	\$	\$	\$	%	%
Interac ⁶	N/A	\$	\$	\$	N/A	\$
Interac Online	%	\$	N/A	N/A	N/A	%
Interac eCommerce	%	\$	\$	\$	N/A	\$
American Express/JCB ³	%	\$	\$	\$	%	%
Diners/Enroute	N/A	\$	\$	\$	N/A	N/A
Private Label	N/A	\$	\$	\$	N/A	N/A
Gateway Transaction Fee	N/A	\$	N/A	N/A	N/A	N/A
VAR Transaction Fee	N/A	\$	N/A	N/A	N/A	N/A
IVR Transaction Fee	N/A	\$	N/A	N/A	N/A	N/A
eVAR Transaction Fee	N/A	\$	N/A	N/A	N/A	N/A
Dial Communication Fee	N/A	\$ 0.08	N/A	N/A	N/A	N/A

Simplified Pricing: In addition to the fees listed above, you agree to pay all Card Brand interchange fees, wholesale discount rates, assessment fees and any other fees and charges that the Card Brand applies to Transactions from time to time (the "Card Brand Fees"). You agree that you are responsible for the full amount of any increase imposed by the Card Brand on any of the Card Brand Fees from time to time or changes as a result of your eligibility or ineligibility for special interchange fee, wholesale discount rate, assessment fee, service fee or program participation fee programs offered by the Card Brands.

** Applies to purchases and refunds

¹ The Visa Assessment Fees, the MasterCard Assessment Fees, the Discover Assessment Fees, American Express/JCB Program Participation Fees and the UnionPay Service Fees will apply to all gross sales dollar volumes processed by you for Visa & Visa Debit, MasterCard & Debit Master Card, Discover, American Express and UnionPay, respectively. Card Brands may charge special Assessment Fees. Service Fees or Program Participation Fees not reflected above based on your merchant category code, the type of Card issued and the manner in which your Transaction was processed. Please refer to the Fee Disclosure Boxes for more information. ² The MasterCard - Foreign Assessment Fee, the Visa - Foreign Assessment Fee, the Discover - Foreign Assessment Fee, American Express Inbound Fee and the UnionPay - Foreign Service Fee (for either Card present or mail order/telephone order Transactions) will apply to all foreign transaction volume processed. If you process a UnionPay foreign E-commerce Transaction, a Foreign Service Fee of 0.20% of the transaction volume will be assessed unless your business is eligible for an exemption based on your merchant category code. Card Brands (may charge special Foreign Assessment Inbound Fees, Service Fees or Program Participation Fees not reflected above based on your merchant category code, the type of Card issued and the manner in which your Transaction was processed. Please refer to the Fee Disclosure Boxes for more information.

³ If you have a direct agreement with Amex Bank of Canada for American Express / JCB Card Acceptance, then, Moneris transaction fees for American Express / JCB are separate and apart from fees applied by Amex Bank of Canada for American Express / JCB Card Acceptance.

⁴ The fees described in footnotes 1 and 2 above apply to Discover transactions (including Discover cards and other cards processed through the Discover network) where you have requested and are receiving acquiring and other related services for Discover Cards from us. If you are not receiving acquiring and other related services for Discover Cards from us, Moneris transaction fees for Discover (including Discover cards and other cards processed through the Discover network) will be separate and apart from fees applied by Discover Financial Services (Canada), Inc. for Discover cards (and other cards processed through the Discover network).

⁵ A Digital Commerce Development Fee of 0.02% will be assessed on all of your Mastercard e-commerce Transaction volume.

⁶ The Interac assessment fee will be updated to \$0.008 effective August 7th, 2018.

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MONERIS PRODUCTS AND SERVICE INFORMATION Continued

Service Fees	
Minimum Monthly MDR	\$ 20
Dispute Fee	\$ 25.00
Compliance Fee [Applied To Certain MasterCard Chargebacks]	\$ 80.00
Handling Fee	\$ 5.00
Aged Close Batch Fee	\$ 2.50
Paper Statement Fee	\$ 2.00
Consolidation Fee	\$

Terminal Restocking Fee	
Number of Terminals Rented	Restocking Fee per Terminal
1 – 5	\$50
6 - 10	\$40
>10	\$25
<p>* A Terminal restocking fee is only applicable during the initial Term for Card-present devices only. The standard deactivation fee of \$300 set out in the Moneris Merchant Agreement(s) will not apply to Merchants processing under the pricing model set out in this CAF.</p>	

MasterCard Processing Integrity Fee for Final Authorizations*

The greater of \$ 0.04 (USD) or 0.25% of Transaction amount

MasterCard Processing Integrity Fee for Undefined Authorizations**	\$ 0.045 (USD)
MasterCard Processing Integrity Fee for Pre Authorizations***	\$ 0.045 (USD)

* applies to a MasterCard purchase Transaction where:

- (1) you have not sent us your clearing and settlement files for the Transaction within seven calendar days after receiving the Authorization Code for the Transaction.
- (2) the clearing amount in your clearing and settlement files for the Transaction differs from the Authorization Code amount for the Transaction.
- (3) the clearing currency code in your clearing and settlement files for the Transaction differs from the currency of the Authorization Code for the Transaction.
- (4) the MasterCard Transaction data was not provided or was invalid in the clearing and settlement files for the Transaction.

** applies to MasterCard Transactions where you have received an Authorization Code but you have not either submitted the Transaction in the clearing and settlement files or reversed the Transaction within 7 calendar days of the authorization date for any Transaction with an undefined financial amount.

*** applies to MasterCard Transactions that are not sent to us for clearing and settlement within 30 calendar days of the date the Transaction was pre-authorized.

*We will convert the amounts from United States dollars into Canadian dollars at an exchange rate set by MasterCard on the date of the conversion.

BANKING AND DEPOSIT INFORMATION

Credit Card Deposit Account [If Applicable]		
Transit Number	Institution Code	Account Number
Bank Of Montreal	Royal Bank	
Other [Please Specify]		

Interac Card Deposit Account [If Applicable]		
Transit Number	Institution Code	Account Number
Bank Of Montreal	Royal Bank	
Other [Please Specify]		

Transaction Details:	
Average Transaction Amount (ATS):	\$ 52.00
Maximum Transaction Size (MTS):	\$ 500
Visa – Total Monthly Transaction Volume:	\$ 6500
Visa Debit – Total Monthly Transaction Volume:	\$ 42
MasterCard - Total Monthly Transaction Volume:	\$ 3100
Debit MasterCard - Total Monthly Transaction Volume:	\$ 0
American Express/JCB Total Monthly Transaction Volume:	\$ 500
UnionPay - Total Monthly Transaction Volume:	\$ 500
Discover - Total Monthly Transaction Volume:	\$ 500
Interac - Total Monthly Transaction Volume:	\$ 1000

Order ID:

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MERCHANT ACKNOWLEDGMENT AND AUTHORIZATION

You agree and acknowledge that:

- You are an authorized representative of the business (the “**Merchant**”) identified on page 1 of this Moneris Card Acceptance Form (“**CAF**”) under Company Legal Name and you have authority to enter into the Agreement on behalf of the Merchant and to bind the Merchant.
- Unless you promptly advise us otherwise by calling our Merchant Customer Service Centre, you represent that the information contained in this CAF is true and correct.
- This CAF reflects the Merchant’s application for the requested services from Moneris Solutions Corporation (“**Moneris**”). Moneris is not obligated to accept this application or provide any of the requested services until Moneris has completed its credit and other reviews of the Merchant and has determined in its sole discretion to approve the Merchant’s application and to provide the requested services. You will be notified whether or not your application has been approved.
- The services requested by the Merchant from Moneris are governed by and subject to the Moneris Merchant Agreement Terms and Conditions (the “**Terms and Conditions**”) which are available for your review on our website at www.moneris.com/CAFTC.
- If the Merchant has requested from Moneris any of the services listed below, the Merchant acknowledges and agrees that each such service is governed by and subject to additional terms and conditions (“**Schedules**”) which are available for your review on our website at www.moneris.com/CAFTC:
 - Automated Billing Updater (ABU) Schedule
 - Dynamic Currency Conversion Schedule
 - Fraud Tools Schedule
 - Gift Card Schedule
 - INTERAC Online Schedule
 - INTERAC eCommerce Schedule
 - Loyalty Program Schedule
 - Multi-Currency Pricing Schedule
 - Vault Service Schedule
 - Wireless Schedule
- The Moneris Merchant Agreement (the “**Agreement**”) includes and incorporates by reference (i) the Information Summary Box, if applicable to you, (ii) the Fee Disclosure Boxes, if applicable to you, (iii) the CAF, (iv) the Terms and Conditions, (v) the Operating Manual and Procedures, the Card Brand Rules and Regulations and the Data Security Standards, and (vi) the Schedules applicable to your services, as each may be amended, restated, supplemented or otherwise modified from time to time.
- **Your acceptance of the Agreement will occur when you first use our services. Your acceptance of any amendment, restatement, supplement or any other modification to the Agreement will occur when you first use our services following notice of any such amendment, restatement, supplement or modification.**
- **Please ensure that you read your Agreement carefully, including the Terms and Conditions, the Schedules, the Operating Manual and Procedures, the Card Brand Rules and Regulations and the Data Security Standards. If you are not able to access and review any part of your Agreement, please contact our Merchant Customer Service Centre at 1.866.319.7450 to request a copy.**
- The Merchant agrees that Visa Debit, and/or Debit MasterCard transaction are subject to all of the provisions of the Agreement, including the Card Brand Rules and Regulations, that apply to a credit card, including without limitation the rules and regulations relating to Chargebacks.
- If the Merchant receives a promotional offer (which may include waived fees, rebates and/or other promotional benefits) (“**Promotional Offer**”) and the Agreement is terminated prior to the expiry of its term, the Merchant will pay us the amount (or value) of the Promotional Offer(s).
- If the Merchant is an existing Moneris merchant ordering new services or making changes to existing services provided by Moneris, this CAF amends and supplements any prior Moneris Card Acceptance Forms which Moneris has provided to Merchant. Except as specifically amended by this CAF, any prior Moneris Card Acceptance Forms provided to the Merchant by Moneris will remain in full force and effect and are hereby ratified and confirmed. To the extent of any inconsistency between any prior Moneris Card Acceptance Forms and this CAF, this CAF (including the Terms and Conditions, the Schedules, the Operating Manual and Procedures, the Card Brand Rules and Regulations and the Data Security Standards referenced herein) will govern and supersede the prior Moneris Card Acceptance Form(s).
- Each person whose information appears on this CAF (an “**Applicant**”), authorizes Moneris to collect, store, use (including to create or otherwise derive data from), handle, reproduce, transfer, exchange, transmit or disclose to third parties (including to Royal Bank of Canada, Bank of Montreal, our Affiliates, strategic partners, agents and service providers, Card Issuers, Card Brands, credit and debt recovery agencies and similar parties connected to Card services, some of which may be located outside of Canada) (“**Process**”) any financial, credit, transactions, sales, experience, commercial and other information about the Merchant and/or the Applicant obtained in connection with the Agreement for the following purposes:
 - to respond to your application and evaluate your eligibility for our services and to provide you with and administer the services contemplated in the Agreement;
 - to determine the Merchant’s and/or the Applicant’s identity including matching records or credit information;
 - to perform screenings against applicable sanctions and industry watch lists, including the MATCH System;
 - to determine the Merchant’s and/or the Applicant’s financial situation by collecting credit and related financial information from our Affiliates, strategic partners, credit agencies, other financial institutions and from references provided by the Applicant;
 - to detect, investigate, prevent, reduce or otherwise address fraud, security or technical issues;
 - for reporting purposes under Card Brand Rules and Regulations, including reporting the Merchant and the Applicant on the MATCH System when required;
 - to enhance or improve our or our Affiliates’ products or services generally;
 - for marketing purposes, including so that we and/or our Affiliates may determine your eligibility for and offer you products, services or business opportunities that may be of interest to you;
 - to perform statistical analysis, research and development activities and/or for evaluating our merchant portfolio;
 - to meet legal, regulatory, audit, processing and security requirements;
 - in connection with an actual or potential sale, reorganization, consolidation, merger or amalgamation of our business; and
 - for any other purpose if required or permitted by applicable law, or if the information has been rendered unidentifiable with respect to the Applicant, the Merchant or any other person.

Moneris Card Acceptance Form



BE PAYMENT READY


Order ID:

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MERCHANT ACKNOWLEDGMENT AND AUTHORIZATION Continued

- The Merchant and the Applicant acknowledge that certain information obtained and Processed by Moneris in accordance with the Agreement may constitute personal information and agree that any such personal information is also subject to our privacy policy, as it may be amended from time to time, which can be found at the following link: <https://www.moneris.com/en/Privacy-Policy>. The Merchant acknowledges and agrees that any personal information about any person (including, without limitation, Merchant's customers), that is provided by the Merchant in connection with the Agreement ("Personal Information") shall be received by Moneris in its capacity as a service provider for the Merchant. The Merchant represents and warrants to Moneris that such Personal Information shall be collected, used and disclosed by Merchant in compliance with all applicable laws, rules and regulations, Merchant's applicable stated privacy policies, terms of purchase and sale or other policies and notices made available to Merchant's customers or any other persons and that Merchant shall obtain and have all necessary consents, rights and authority to disclose such Personal Information to Moneris as its service provider to be used by Moneris to provide the services in accordance with the Agreement (including to provide electronic transaction receipts by email or SMS text message, if such services are available).
- If you have requested to process American Express Cards, you consent to receive commercial marketing messages from American Express, including important information about American Express products, services, and resources available to its business. These messages may be sent to the mailing address, phone numbers, email addresses or fax numbers you provided in this CAF. You consent to be contacted at your telephone number and the communications sent may include autodialed short message service (SMS or "text") messages or automated or prerecorded calls. If you provided a fax number, you agree that you may be sent fax communications. American Express may otherwise use and share your information for business purposes and as permitted by applicable law. You can

withdraw your consent at any time. If you withdraw your consent, you may continue to receive important transactional or relationship communications from American Express and may continue to receive marketing communications from American Express while American Express updates its records to reflect your choice. Moneris is collecting your consent on behalf of American Express. Moneris Solutions Corporation 3300 Bloor Street West, 10th Floor West Tower, Toronto, ON M8X 2X2 www.moneris.com.

Merchant's Authorized Signature	Date [yyyy-mm-dd]
Print Name :	
Print Title :	
Other Principal Of The Business	Date [yyyy-mm-dd]
Print Name:	
Print Title:	
Moneris Authorized signature **	Date [yyyy-mm-dd]
	Jun 19, 2018

** On behalf of ourselves and Royal Bank of Canada and Bank of Montreal where applicable

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BE PAYMENT READY

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GUARANTEE

To induce Moneris Solutions Corporation ("Moneris"), Bank of Montreal ("BMO") and/or Royal Bank of Canada ("RBC") to enter into the Moneris Merchant Agreement (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), I, the undersigned (the "Guarantor") guarantee to each of Moneris, RBC and BMO the due and punctual payment and performance of any and all of the present or future, direct or indirect, absolute or contingent indebtedness, obligations and liabilities of the merchant named on this Card Acceptance Form (and its successors and assigns, the "Merchant") which arise pursuant to or in connection with the Agreement as they become due from time to time (collectively the "Liabilities") regardless of the place or manner in which the Liabilities arise or are evidenced, in any currency, whether incurred by the Merchant alone or with another or others and whether as principal or guarantor.

If this Guarantee is executed by more than one party, the obligations of all parties executing this Guarantee will be joint and several and each such party will, therefore, be severally liable for all of the obligations guaranteed hereby, notwithstanding any discharge or unenforceability of the obligations with respect to any other party executing this Guarantee.

The Guarantor will pay or perform the Liabilities immediately on demand without any requirement that payment or performance of any of the Liabilities has been demanded from the Merchant. The Guarantor will pay and perform the Liabilities without regard to (i) any equities between the Guarantor and the Merchant or the Guarantor and Moneris, RBC or BMO; or (ii) any defence or right of set-off, combination of accounts or appropriation or any cross-claim which the Merchant or the Guarantor may have. The amount of the Liabilities at any time will be deemed to be as stated by Moneris based on its records, absent manifest error.

The Guarantor waives all defences to any action or proceeding to enforce this Guarantee.

This Guarantee will not be limited, lessened, released or discharged by the recovery of any judgment against the Merchant or any other person, by any voluntary or involuntary liquidation, dissolution, winding-up, merger or amalgamation of the Merchant or any other person, by any sale or other disposition of all or substantially all of the assets of the Merchant, or by any judicial or extra-judicial receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, moratorium, arrangement, composition with creditors or other proceedings affecting the Guarantor, the Merchant or any other person.

The Guarantor will reimburse or indemnify Moneris and RBC or BMO on demand for all costs and expenses (including legal fees and disbursements on a solicitor-and-his-own-client basis) paid or incurred in enforcing the Liabilities.

This Guarantee will ensure to the benefit of the successors and assigns of each of Moneris, RBC and BMO. This Guarantee is binding upon the Guarantor, and any heirs, executors, legal representatives, successors and assigns of the Guarantor and is effective until the obligations of the Guarantor hereunder have been permanently paid or performed in full.

This Guarantee will be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of Ontario. The Guarantor irrevocably submits to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any matter arising hereunder or related hereto.

This Guarantee may only be amended or supplemented by a written agreement signed by the Guarantor and Moneris.

I HAVE RECEIVED A COPY OF THE AGREEMENT AND OF THIS GUARANTEE AND AGREE TO ALL OF THEIR TERMS.

TO WITNESS this Guarantee, the Guarantor has caused it to be duly signed.

Guarantor's Signature	Date [yyyy-mm-dd]
Print Name :	
Print Title :	
Witnessed by:	Date [yyyy-mm-dd]
Print Name:	
Print Title:	

Guarantor's Signature	Date [yyyy-mm-dd]
Print Name:	
Print Title:	
Witnessed by:	Date [yyyy-mm-dd]
Print Name:	
Print Title:	

Guarantees Acknowledgment Act Certificate [Required for Alberta only]

I HEREBY CERTIFY THAT:

1. _____, the guarantor in the guarantee dated _____ made between _____ and Moneris Solutions Corporation, Royal Bank of Canada, Bank of Montreal, which this certificate is attached to or noted on, appeared in person before me and acknowledged that he/she had executed the guarantee.
2. I satisfied myself by examination of the guarantor that he/she is aware of the contents of the guarantee and understands it.

CERTIFIED by _____, Lawyer at the _____ of _____, at _____ this _____ day of _____, 20__.

Signature

STATEMENT OF GUARANTOR

I am the person named in this certificate.

Signature of Guarantor