

TERMS AND CONDITIONS FOR AMERICAN EXPRESS AND DISCOVER CARD ACCEPTANCE

The Merchant Card Processing Agreement ("Agreement") is defined between the business indicated on the Merchant Application ("Merchant or You"), Credomatic International Corporation ("Credomatic"), with its office's at _____ and The Belize Bank Limited ("Bank"), a company duly incorporated under the Laws of Belize with its registered office at 60 Market Square, Belize City, Belize.

The terms and conditions found below apply to your acceptance of American Express Cards and Discover Network Cards ("Cards"). In this agreement the words "you" and "your" means the Merchant and the words "we", "our" and "us", unless the context clearly requires otherwise, refers to Credomatic International Corporation and The Belize Bank Limited.

"American Express Card" or "Card" means any card or other account device issued by American Express Travel Related Services Company, Inc. or its subsidiaries or affiliates or its or their licensees bearing American Express name or trademark, service mark or logo. "Discover Network Card" or "Discover Card" means a valid payment card bearing a Discover Network Acceptance Mark issued by an entity that is permitted to issue cards. You agree to accept the card under the terms of this Agreement at your establishment in payment for all goods and/or services sold, as specified in the Merchant Application. By accepting Cards for the purchase of goods and/or services, you agree to be bound by this agreement.

TERMS AND CONDITIONS

1. Honoring Cards

- (a) You shall honor all American Express cards and Discover cards, when presented in accordance with these instructions for the purchases of goods and services, by an authorized holder of a card, or a request for credit following such transaction.
- (b) You will not attempt to persuade the card member to use another card, impose any restrictions or conditions on the use of the card that are not imposed equally on the use of other cards.
- (c) You shall display American Express and/or Discover Network acceptance marks including signs, decals or other identification prominently at you Establishments, with at least equal prominence with signs, decals or other identification that are displayed for other cards.
- (d) You will not add any amount to the posted price of goods or services you offer as a condition of paying with a Card, except as permitted by the Rules. You will not impose any surcharge on sales. Any tax, you are required to collect must be included in the transaction total.
- (e) You shall not establish a minimum or maximum amount as a condition for honoring cards.
- (f) You will properly disclose to the Cardholder at the time of the Card transaction and in accordance with the Rules, any limitation you have on accepting returned merchandise.

2. Sale Transactions

- (a) No sale may be completed if cardholder fails to present his or her card to merchant at time of sale except in the case of mail order "MO" or telephone order "TO" where permitted by Credomatic and the Bank.
- (b) For charges made in person, you must:
 - Review Card Security Feature as shown on Appendix A
 - Verify that the Card is not visibly altered or mutilated;
 - Ensure that the Card is being used within the valid dates shown on the face of the Card;
 - Verify that the Card is signed in the same name as the name embossed on the front of the Card, and the signature on the reverse matches the signature on Charge Record;
 - After the Charge Record is printed by imprinter or electronic authorization terminal, verify that the information on the Charge Record (Cardmember name and account number) matches the information of the Card. Merchant must imprint a card, unless successfully read by a magnetic stripe reader terminal with printer;
 - Ensure that the individual saying that he/she is the Cardmember is present throughout the transaction; and
 - Verify that the embossed account number on the face of the card matches the printed account number on the back.
- (c) Other Charges:

For all other Charges, such as Charges made by mail, telephone, via the Internet or at unattended Establishments, you must:

 - Obtain Authorization as described below; and
 - Create a Charge Record as described below, except with the words "Mail Order," "Telephone Order," "Internet" or "Signature on File," as applicable, on the Cardmember signature line.

If the Cardmember denies making or authorizing such a Charge and you have not obtained the Cardmember's signature for the Charge, we will have Full Recourse for such Charge. We will not have Full Recourse for such a Charge based upon a claim that the goods were not received if you have:

 - i. Verified with us that the address to which the goods were shipped is the Cardmember's billing address; and
 - ii. Obtained a receipt signed by an authorized signer verifying the delivery of the goods to such address.

3. Authorization

- (a) For all sales, regardless of amount, you must obtain an authorization from us for the total amount of the sale and record the positive authorization response number on the sales draft, prior to completing the sale. A transaction may not be "split" for obtaining Authorization (e.g., separate Authorizations obtained for partial transaction amounts). Authorization is not a guarantee that we will accept the Charge without Full Recourse, nor is it a guarantee that the person making the Charge is the Cardmember.
- (b) If you receive a declined authorization response, the sale must not be completed and you may be asked to recover the card if you can do so through reasonable and peaceful means.
- (c) If your electronic authorization terminal is unable to reach our computer authorization system for Authorization, or you do not have such a terminal, you agree to obtain Authorization for all Charges by calling us at our authorization center telephone number.
- (d) In the event that an unsigned card is presented, you must request the cardholder to provide proof of identification and sign the card before completing the sale. Details of identification provided must be placed on the sales draft. When cardholder provides appropriate information, you must ensure that the account number and expiration date appear on sales draft.
- (e) For Charges for goods or services which are shipped or provided more than thirty (30) days after the order is made, you must obtain Authorization for each such Charge at the time the order is made and again immediately before you ship the goods or provide the services to the Cardmember.
- (f) If a transaction appears irregular and you are concerned that it may not be a proper transaction you should call Authorizations and mention "Code 10".

- (g) You may not obtain Authorization on behalf of any other entity.
- (h) When you present Card transactions for authorization electronically, and if your terminal is unable to read the magnetic stripe on the card, you will obtain an imprint of the card and the Cardholder's signature on the imprinted draft before presenting the Sales Draft to Credomatic and Bank for processing. Failure to do so may result in the assessment of a transaction surcharge on non-qualifying transactions.

4. Sales Draft Distribution and Storage Information

- (a) You will use a sales draft (Charge Record) or other form approved by us to document each transaction.
- (b) The charge record must contain:
 - The Card account number and expiration date via an imprinter (imprint must be obtained in all manually-entered transaction) or Card swipe device;
 - The date the Charge was incurred;
 - The amount of the Charge, which must be the total purchase price of the goods or services purchased plus applicable taxes;
 - The Authorization approval code number;
 - An acceptable description of the goods or services purchased;
 - An imprint or other registration of your name, address and the Establishment Number we assigned;
 - The Cardmember's signature; and
 - The words "No Refunds" if you have a No Refund policy.
 - You must create or fill-in the Charge Record yourself and must not use or complete Charge Records provided or partially filled-in by the Cardmember or anyone else. You must not create more than one Charge Record per transaction or otherwise "split" the amount of the transaction.
- (c) You shall deliver to cardholder a true and completed copy of the charge record, or suitable receipt evidencing a sale involving the use of the card, at the time of the sale. If the following information embossed on the Card and the Merchant's name is not legibly imprinted on the Sales Draft, you will legibly reproduce on the Sales Draft before submitting it to Credomatic and Bank: (i) the Cardholder's name; (ii) account number (truncated, if applicable); (iii) expiration date and (iv) the merchant's name and place of business.
- (d) You must retain the original Charge Record or Credit Record and all documents evidencing such transactions or reproducible records thereof, for twenty-four (24) months from the date you submitted the Charge or the Credit to us. You must provide a copy of the Charge Record or Credit Record and other supporting documents to us within ten (10) calendar days of our request.

5. Return Merchandise or Adjustment

- (a) In the event that any merchandise subject of a sale is accepted for return or any services are cancelled or terminated, or any price adjustment is allowed, you shall not make any cash refund to cardholder. A record of credit (Credit Record) must be issued evidencing such refund or adjustment on the same card as the original sale was processed. The refund or adjustment must not exceed the original sale amount.
- (b) You must submit the Credit Record to us within seven (7) calendar days of determining the Credit is due. We will deduct the amount of the Credit, minus the applicable Discount, from your payment. If we are unable to deduct such amount, you must pay us promptly upon receipt of our invoice. Upon our request you will provide us with the Charge Record corresponding to any Credit Record that you have submitted.
- (c) Your refund policy for purchases made with the Card must be at least as favorable as your refund policy for purchases made with other forms of payment. You must disclose your refund policy to Cardmembers at the time of the purchase and in a manner that complies with applicable law.

6. Submission and Acceptance of Charges and Credits

- (a) You shall submit all Charges to us within seven (7) days of the date they are incurred; provided, however, that you shall not submit any Charge until the goods or services purchased have been delivered to the Cardmember. You must submit Credits as described above in section 5 "Return Merchandise or Adjustment".
- (b) You warrant that all indebtedness arising from Charges that you submit is genuine and free of any liens, claims or encumbrances. You acknowledge that you have no right to bill and/or collect from any Cardmember for any purchase made with the Card.
- (c) When you submit Charges and Credits electronically (Charge Data), you must do so over communications lines. Even if you transmit Charge Data electronically, you must still complete and retain Charge Records and Credit Records.
- (d) In the event you submit Charges and Credits on paper, you must submit Charge Records and Credit Records approved by us in accordance with the instructions we provide. We reserve the right to increase your Discount Rate or charge you a transaction fee in the event you do not submit at least 95% of Charge Data electronically.
- (e) You may not submit Charges on behalf of any other entity and the Establishment number on the submission must be the same as the Establishment number under which Authorizations were received.
- (f) You will not present for processing or credit, directly or indirectly, any transaction not originated as a result of a card transaction directly between you and a cardholder, or any transaction you know or should know to be fraudulent or not authorized by the cardholder.

7. Other Types of Transactions

- (a) Recurring Billing:

If you offer automatic/recurring billing for a series of separate purchases, Cardmembers must sign a consent form (Consent Form) authorizing you to charge their Card accounts for specific amounts at specific times (Recurrent Billing Charges). You must obtain a Consent Form before submitting the first Recurrent Billing Charge. The Consent Form must include the Cardmember's name, Card account number and signature; the amount of each Recurrent Billing Charge (or, alternatively, a statement that the amount will be variable); the frequency of such Recurrent Billing Charges; the dates the Recurrent Billing Charges will begin and end (or, where there is not an end date, a statement that the Recurrent Billing Charges will remain effective until cancelled); and a statement that the Cardmember may cancel the Consent Form at any time. You must retain Consent Forms for twenty-four (24) months from the date you submit the last Recurrent Billing Charge. Before submitting each Recurrent Billing Charge, you must obtain Authorization and create a Charge Record except with the words "Signature on File" on the Cardmember signature line. You must print legibly on the Sales Draft the words "Recurring Transaction".
- (b) Mail Order and Telephone Order Merchants:
 - You may not accept mail order (MO) or telephone order (TO) sales unless AGREEMENT specifically refers to MO/TO in the description of business. If this is not the case, and you would like to accept MO/TO sales, you should contact us and provide descriptions of product types and marketing methods. We reserve the right to refuse merchant permission to accept MO/TO sales.
 - In the event merchant is specifically authorized to accept MO/TO sales by us, no sale shall be permitted for processing prior to shipping of the product purchased to the cardholder, unless specifically authorized in the AGREEMENT.
 - MO/TO sales do not require that the cardholder's signature be on the sales draft. You are required to obtain the valid dates for each card used for a sale. The expiration date must be submitted as part of the authorization inquiry.

- In the event that you supply goods and/or services under a pre-authorization order, you shall not charge a cardholder for goods after receiving notice from a cardholder that the authorization is cancelled.
 - The receipt of a valid authorization does not protect merchant from chargebacks on sales for the unauthorized purchaser reason code. The supply of shipping documents indicating the address the goods were shipped to and a signature of individual (even cardholder) will normally not be sufficient to reverse an unauthorized purchaser reason code.
 - Mail Order and Telephone Order Merchants:
- (c) Multiple Sales Draft:
- You will include a description and total amount of goods and services purchased in a single transaction on a single Sales Draft or transaction record, unless (i) partial payment is entered on the Sales Draft or transaction record and the balance of the transaction amount is paid by cash or by check at the time of transaction, or (ii) a Sales Draft represents an advance deposit in a Card transaction completed in accordance with this Agreement and the Rules.

8. Prohibited Transactions

You may not accept the Card for:

- (a) Penalties or fines of any kind, damages, losses or any other costs or fees that are beyond the normal basic fee for the goods or services provided, or amounts for which the Cardmember has not specifically authorized payment by the Card;
- (b) Gambling services, gambling chips or gambling credits;
- (c) Cash;
- (d) Sales made under a different trade name or business affiliation than indicated in this Agreement or otherwise approved by us;
- (e) Sales by third parties; or
- (f) Amounts which do not represent a bona fide sale of goods or services at your Establishment.
- (g) You will not present any Sales Draft or other memorandum to Bank for processing (whether by electronic means or otherwise) which relates to the sale of goods or services for future delivery without Credomatic or Bank's prior written authorization. Such consent will be subject to Bank's final approval. If Credomatic or Bank have given such consent, you represent and warrant to Credomatic and Bank that you will not rely on any proceeds or credit resulting from such transactions to purchase or furnish goods or services. You will maintain sufficient working capital to provide for the delivery of goods or services at the agreed upon future date, independent of any credit or proceeds resulting from sales draft or other memoranda taken in connection with future delivery transactions.
- (h) You will not deposit any transaction for purpose of obtaining or providing a cash advance. You agree that such deposit shall be grounds for immediate termination.

9. Equipment

At your request and subject to availability we will install a terminal and corresponding imprinter ("Terminal"). Terminals will remain our property and you must return them to us upon termination of this Agreement. You shall not transfer any Terminal from the physical location at which it is installed (not even to another location that you own) nor shall you alter cords, cables, pluggers or other elements of the Terminal's installation, unless you have received our prior authorization. You shall be responsible for the safekeeping and maintenance of Terminals and shall be liable to us for any damage to, or loss of, Terminals and for any damage to a Terminal or the network for any unauthorized alteration to the Terminal or its installation.

10. Discount Fee

The amount we charge you for accepting the Card is a percentage of the face amount of charges you submit (Discount Rate). The initial Discount Rate or Fee is indicated in this Agreement or otherwise provided to you in writing by us. We have the right to adjust the Discount Rate at any time.

11. Deposit of Sales Draft and Funds Due Merchant

- (a) Bank will deposit to the Designated Account (defined in section 16 below) funds evidenced by Sales Drafts (whether evidenced in writing or by electronic means) complying with the terms of this Agreement and the Rules and will provide you provisional credit for such funds (less recoupment of any credit(s), adjustments, fines, chargeback or fees). You understand and agree that we may withhold deposit and payment to you without notice until the expiration of any chargeback period:
 - If we determine, in our sole and reasonable discretion, that a transaction or batch of transactions poses a risk of loss to us. We are not responsible for any losses you may incur, including but not limited to NSF fees, due to such delayed deposit of funds. You acknowledge that your obligation to Credomatic and Bank for all amounts owed under this Agreement arise out of the same transactions as Credomatic and Bank's obligation to deposit funds to Designated Account.
 - Notwithstanding the previous sentences, under no circumstances will Credomatic or Bank be responsible for processing credits or adjustments related to Sales Drafts not originally processed by Credomatic and Bank. All Sales Drafts and deposits are subject to audit and final checking Credomatic and Bank and may be adjusted for inaccuracies. You acknowledge that all credits provided to you are provisional and subject to chargebacks and adjustments: (a) in accordance with the Rules; (b) for any of your obligations to Credomatic and Bank; and (c) in any other situation constituting suspected fraud or breach of this Agreement, whether or not a transaction is charged back by the Card issuer. Credomatic and Bank may elect to grant conditional credit for individual or groups of any funds evidenced by Sales Drafts. Final credit for those conditional funds will be granted within Credomatic and Bank's sole discretion.
 - Credomatic and Bank may impose a cap on the volume and ticket amount of Sales Drafts that they will process for you, as indicated to you by Credomatic and Bank. This limit may be changed by Credomatic and Bank upon written notice to you.
- (b) Bank will pay you in the currency specified in this agreement for the face amount of Charges you submit, minus:
 - The amount calculated using the Discount Rate (Discount);
 - Any amounts you owe us;
 - Any amounts for which we have Full Recourse; and
 - Any Credits you submit.
- (c) All credits to the bank account(s) you designate for us to debit and credit for Card transactions and related amounts (the "Settlement Account"), as well as any other payments to you, are provisional and are subject to our final audit and checking. Bank may debit or credit your Settlement Account for any deficiencies and overages or may deduct such amounts from settlement funds due to you.
- (d) The deposit to your Bank account will be initiated within 3 business days following receipt of the sales draft.
- (e) You hereby authorize the Bank to effect all such debits and credits to your account.

- (f) Your presentation to Credomatic and Bank of Excessive Activity will be a breach of this Agreement and cause for immediate termination of this Agreement. "Excessive Activity " means, during any monthly period: (i) the dollar amount of chargebacks and/or retrieval requests in excess of 1% of the average monthly dollar amount of your Card transactions; (ii) sales activity that exceeds by 25% of the dollar volume indicated on the Application; or (iii) the dollar amount of returns equals 20% of the average monthly dollar amount of your Card transactions. You authorize, upon the occurrence of Excessive Activity, Credomatic and Bank to take any action they deem necessary including but not limited to, suspension or termination of processing privileges or creation or maintenance of a Reserve Account in accordance with this Agreement.

12. Full Recourse

Full Recourse means our right to payment from you for the full-face amount of each Charge subject to such right. We may deduct, recoup and offset such amount from payments to you or you shall pay us promptly upon receipt of our invoice. In the event we have not received payment in full of any such Charge within the number of days specified, we reserve the right to charge interest at the rate set by us. We shall have Full Recourse with respect to a Charge if you do not comply with the terms of this Agreement, even if we had notice when we paid you for that Charge that you did not so comply and even if you obtained Authorization for the Charge in question. We will also have Full Recourse as provided elsewhere in this Agreement.

13. Chargebacks

- (a) You are fully liable for all transactions returned for whatever reason, otherwise known as "chargebacks". You will pay on demand the value of all chargebacks. Authorization is granted to offset from incoming transactions and to debit Designated Account, the Reserve Account (defined in section 17 below) or any other account held at Bank or at any other financial institution the amount of all chargebacks. You will fully cooperate in complying with the Rules regarding chargebacks.
- (b) If a Cardmember raises a claim, complaint or question about any Charge (Disputed Charge), we may request further information from you. We will enumerate the information you must provide to us and you must respond within 10 days. We reserve the right to exercise Full Recourse immediately, in which case we will advise you of the reason, transaction details and, where we deem appropriate, provide you with copies of Cardmember documentation (the "Information"). If you continue to believe the Cardmember to have been incorrect in his/her claim, complaint or question, you must provide us with documentation necessary to support your position within 20 days from the date of the Information. If you do not submit documentation, or documentation submitted by you is deemed inadequate or the Cardmember continues to dispute the Charge, Full Recourse will be exercised (or if exercised previously, will remain in force). We reserve the right to make a charge to you (in which case we will advise you of the amount to be charged) in the event we determine that a Disputed Charge arose due to your having submitted duplicate Charges for the same transaction.
- (c) Chargeback Reasons:
The summary of reasons for chargebacks includes, but is not limited to any one of the following:
- i. The card account number submitted by merchant is invalid
 - ii. The cardholder complains that:
 - Neither the cardholder or authorized persons by cardholder received the goods/services requested; or
 - He/she received the goods/services but disputes the quality.
 - He/she never received credit for a returned item or a cancelled order.
 - He/she was incorrectly charged.
 - iii. No authorization was requested and obtained, or was denied.
 - iv. The sale was authorized but not for the correct amount.
 - v. The authorization code provided is invalid.
 - vi. The card was expired at the time of the sale, or had not reached its effective date.
 - vii. The sales draft was not signed. An exception will be made for mail order and telephone order sales where authorized.
 - viii. The card issuer has information that a merchant fraud has occurred.
 - ix. The account number and the amount of sale are missing from sales draft or are illegible.
 - x. The card information was manually entered on the Point of Sale Terminal and no card imprint was obtained.
- (d) We may require you to pay any applicable chargeback handling fee or fines imposed due to your excessive chargeback volume and any other fees or fines imposed for your acts or omissions.

14. Merchant Statements

You will receive statements reflecting activity on your Merchant Account. You agree to examine and reconcile the Merchant Statement and notify us of any error or discrepancy. Unless you provide us with written notice of any error or discrepancy within 30 days of the statement date, the statement shall be deemed as correct for all purposes and we shall not be liable for any error or discrepancy reflected thereon. No legal proceedings or action may thereafter be brought against us to recover for any error or discrepancy.

15. Fee

You will immediately pay any amount incurred by us attributable to the Agreement including but not limited to chargebacks, fines imposed by American Express and/or Discover Network and non-sufficient fund fees. You authorize the Bank to debit Designated Account, Merchant Account, or any other account you have at Bank for any amount you owe us under this Agreement.

16. Designated Account

- (a) Merchant will establish and maintain an account at Bank. Merchant will maintain sufficient funds in the Designated Account to satisfy all obligations, including fees, contemplated by this Agreement. Merchant irrevocably authorizes Bank to debit the Designated Account for chargebacks, fees and any other penalties for amounts owed under this agreement. This authority will remain in effect for at least 2 years after termination of this agreement whether or not you have notified Credomatic and Bank of a change to the Designated Account. Merchant must obtain prior written consent from Bank or Credomatic to change the Designated Account. If Merchant does not get that consent, Credomatic and Bank may immediately terminate the Agreement and may take other action necessary, as determined by them within their sole discretion.
- (b) You must promptly examine all statements relating to the Designated Account, and immediately notify Credomatic and Bank in writing of any errors. Your written notice must include: (i) Merchant Name and Account Number; (ii) the dollar amount of the asserted error; (iii) a description of the asserted error, and (iv) an explanation of why you believe an error exists and the cause of it, if known. The written notice must be received by Credomatic and Bank within 30 calendar days after you received the periodic statement containing the asserted error. You may not make any claim against Credomatic or Bank for any loss or expense relating to asserted error for 60 calendar days immediately following receipt of your written notice. During that 60 day period, Credomatic and Bank will be entitled to investigate the asserted error.

17. Reserves

- (a) We may withhold payment from you if, in our reasonable business judgment, it is necessary to create a non-interest bearing Deposit Account ("Reserve Account") as security for your obligations to us under this Agreement. We have the right to deduct from and recoup and offset against the Reserve Account, amounts you owe us under this Agreement or any other agreement between you and us. We will notify you if we withhold payments. We may take other reasonable actions to protect our rights including, but not limited to, changing your speed or method of pay, exercising Full Recourse immediately for all Disputed Charges, and/or charging you a fee for each Disputed Charge.
- (b) Bank may deposit into the Reserve Account funds it would otherwise be obligated to pay you, for the purpose of establishing, maintaining or increasing the Reserve Account in accordance with this Section, if it determines such action is reasonably necessary to protect its interests.

18. Confidentiality

- (a) You shall keep confidential any information you receive from us that is not publicly available and the terms and conditions of this Agreement, including without limitation your Discount Rate or Fee, speed of pay and fees and charges.
- (b) You agree that the names, addresses and account numbers of Cardmembers are our sole and exclusive property. You must not use, sell, disclose or permit to be disclosed a Cardmember's name, address or account number to any third party without our prior written consent. You must limit access to, and must render unreadable prior to discarding all records containing cardholder account number and card imprints.
- (c) You agree that you will not maintain or retain information from the Magnetic stripe of Cards (track 1, 2, or 3) on your computers, electronic devices or otherwise.
- (d) We reserve the right to conduct an audit, during normal business hours and upon reasonable notice to you, of your compliance with the foregoing and your procedures for ensuring such compliance on an ongoing basis.

19. Indemnification

You agree to indemnify and hold us harmless from and against all losses, liabilities, damages and expenses (including attorneys' and collection fees and expenses) resulting from any breach of any covenant or agreement or any misrepresentation by you under this Agreement, or arising out of you or your employees' gross negligence or willful misconduct in connection with your Card transactions, or otherwise arising from your provision of goods and services to Cardholders.

The individual who signs this Agreement as a Guarantor acknowledges that he or she will benefit from the services and financial accommodation we provide to your business. In order to induce us to enter into this Agreement, any individual signing as a Guarantor hereby personally guarantees the obligations (including all payment and indemnity obligations) contained in this Agreement and any other agreement with us or any of our affiliates for any related equipment or related services (including any check guarantee or check verification service). If there is more than one Guarantor, each such Guarantor will be jointly and severally liable. We may proceed against any Guarantor with or without joining you or a Cardholder and without first or contemporaneously proceeding against or seeking to collect from any other such persons.

We agree to indemnify and hold you harmless from and against all losses, liabilities, damages and expenses (including reasonable attorneys' fees and expenses) resulting from any breach of any covenant or agreement or any misrepresentation by us under this Agreement or arising out of our employees' gross negligence or willful misconduct in connection with this Agreement.

20. Application

You represent and warrant to us that all information in the Application is correct and complete. You must notify us in writing of any changes to the information in the Application, including but not limited to: any additional location or new business, (the identity of principals and/or owners, the form of business organization (i.e., sole, proprietorship partnership, etc.), type of goods and services provided and how sales, are completed (i.e. by telephone, mail, or in person at your place of business). The notice must be received by us within 10 business days of the change. You will provide updated information to us within a reasonable time upon request. You are liable to us for all losses and expenses incurred by us arising out of your failure to report changes. We may immediately terminate this Agreement upon notification by you of a change to the information in the Application.

21. Financial Information

- (a) Authorizations – you authorize Credomatic or Bank to make any business or personal credit inquiries they consider necessary to review the acceptance and continuation of this Agreement. You also authorize any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to Credomatic and Bank.
- (b) Documents – you will provide Credomatic or Bank personal and business financial statements and other financial information as requested from time to time. If requested, you will furnish within 120 calendar days after the end of each fiscal year to Credomatic and Bank a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

22. Force Majeure

In the event we are unable to timely perform our obligations hereunder due to causes beyond our control, including without limitation, earthquake, volcanic eruption, hurricane, tornado, cloudburst, flooding, fire, lightning explosion, labor disturbances, riots, civil strife, war or any other form of hostilities, or any other fortuitous event rendering pertinent data processing or transmission facilities wholly or partially inoperable, we shall not be liable for any loss or damage resulting to you or any other party. We, however, shall exercise due diligence to re-establish service as soon as possible after the occurrence of any of the aforesaid events.

23. Modifications

- (a) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, oral or written. No modification to this Agreement shall be effective or bind either party unless set forth in writing and signed by duly authorized representatives of both parties.
- (b) Notwithstanding subsection (a) above, we reserve the right to modify this Agreement, without prior notice to you, to reflect changes directed by American Express Travel Related Service or Discover Network.

24. Term and Termination

- (a) This Agreement shall remain in force for an original term of two years from the date of execution, and unless terminated, shall be automatically renewed for successive one year terms thereafter.
- (b) This Agreement may be terminated as follows:
 - i. By either party upon giving written notice to the other party of at least 60 days prior to the end of the original term or any renewal term;
 - ii. By us, upon the transfer of 49% or more of the voting control of the Merchant or any parent of the Merchant, upon the merger or consolidation of the Merchant, or upon the sale of all or a substantial portion of the Merchant's assets;

- iii. By us, immediately upon the occurrence of any circumstances which, in our opinion, involves elements of fraud or presents a financial or security risk to us;
 - iv. If either party materially defaults in the performance of its obligations hereunder and fails or refuses to remedy such default within 30 days after written notice, the other party may terminate this Agreement by giving 7 days written notice. However, upon reasonable belief that such default involves elements of fraud, we may terminate immediately and without notice; or
 - v. At any time after the filing of any petition for bankruptcy (voluntary or involuntary), reorganization, debt consolidation, or upon a party's application for the appointment of a receiver or trustee of its assets, or upon the initiation by government of any receivership or assisted acquisition transaction, the other party or parties may terminate this Agreement immediately.
- (c) If this Agreement is terminated for any reason, we shall continue to process chargebacks and adjustments for 270 days after the date of termination, and you agree to promptly pay us for any such chargebacks processed.
- (d) No termination hereunder shall affect the rights or obligations of any party which may have arisen or accrued prior to such termination.
- (e) Upon termination (and also, upon suspension, if we so request), you must:
- i. Remove all American Express and/or Discover Network identification and return our materials and equipment immediately;
 - ii. Submit any Charges incurred prior to the termination in accordance with this Agreement; and
 - iii. Submit any Credits relating to these Charges in accordance with this Agreement. Our rights under the sections entitled "FULL RECOURSE," "CHARGEBACK," "RESERVE," "CONFIDENTIALITY" and "INDEMNIFICATION" shall survive termination of this Agreement.

25. Assignability: Successors and Assigns

You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. For the purposes of this Agreement, any change in majority ownership of your business or any parent of the Merchant shall be considered an assignment or transfer hereof. We may assign or transfer this Agreement and its rights and obligations hereunder, in whole or in part, to any third party, whether in connection with such change in sponsorship or otherwise, without the necessity of obtaining your consent. Subject to the foregoing, all of the terms and provisions hereof shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

26. Governing Law

This Agreement and the rights and duties of the parties hereto, shall be governed by and construed in accordance with the Laws of Belize.

27. Trade Mark and Service Mark

American Express

Your use of American Express Trade Mark must fully comply with the Rules. Where you mention the Card as a payment method, you must use our Marks. You agree that we may list the name and address of you and your establishment in materials containing lists of establishments, which accept the Card, which we may publish from time to time.

Discover

Merchant is prohibited from using the Program Marks, as defined below, other than as expressly authorized in writing by Acquirer. Program Marks mean the brands, emblems, trademarks, and/or logos that identify Discover Network Cards. Additionally, Merchant shall not use the Program Marks other than to display decals, signage, advertising, and other forms depicting the Program Marks that are provided to Merchant by Acquirer pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the Program Marks only to promote the services covered by the Program Marks by using them on decals, indoor and outdoor signs, websites, advertising materials and marketing materials; provided that all such uses by Merchants must be approved in advance by Acquirer in writing. Merchant shall not use the Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Program Marks. Merchant recognizes that it has no ownership rights in the Program Marks. Merchant shall not assign to any third party any of the rights to use the Program Marks.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed and delivered this Agreement

Currency _____

American Express Discount Fee Rate _____

Discover Discount Fee Rate _____

Name of Merchant (DBA if any) _____

Print Name of Principal or Corporate Officer	Title	Signature	Date
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Print Name of Principal or Corporate Officer	Title	Signature	Date
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CREDOMATIC

THE BELIZE BANK LIMITED

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

CARD SECURITY FEATURES

Discover® Network Card Identification Features

The words "DISCOVER NETWORK" will appear under an ultraviolet light.

All Discover Network account numbers start with 6. The embossing should be uniform in size and spacing, and extend into the hologram.

"Valid Thru" indicates the last month in which the card is valid.

A Business Name may be embossed below the account name.

An embossed Security Character appears as a stylized "D."

The three-dimensional hologram should reflect light and appear to move.

The magnetic stripe should appear smooth, with no signs of tampering.

The words "DISCOVER NETWORK" appear on the signature panel, and an underprint reading "VOID."

The last four digits of the account number appear on the signature panel in reverse indent printing.

The three-digit Card Identification Data (CID) appears to the right of the signature panel.

The Discover® Network Acceptance Mark appears on both sides of the card.

American Express® Card Identification Features

The letters "AMEX" and a phosphorescence in the Centurion portrait are visible under an ultraviolet light.

Pre-printed (non-embossed) Card Identification Number (CID) should always appear above the account number.

Do not accept a Card after the expiration date.

Only the person whose name is embossed on an American Express Card is entitled to use it.

All American Express account numbers start with 3. Embossing should be clear and uniform in size and spacing. The number on the front and back of the Card, plus the one printed on the sales receipt should all match.

With this statement on the Card, American Express reserves the right to "pick up" the Card at any time.

Some Cards have a hologram of the American Express image embedded into the magnetic stripe.

The signature on the back of the Card should match the customer's signature on the receipt. The signature panel is tamper-evident.

MasterCard® Card Identification Features

All MasterCard account numbers start with 5. The embossing should be uniform in size and spacing, and extend into the hologram.

The pre-printed Bank Identification Number (BIN) must match the first four digits of the embossed account number.

The valid date lists the last month in which the card is valid.

Issuers have the option of placing a holographic magnetic stripe on the card back, replacing the Globe hologram or the Debit hologram.

The three-dimensional hologram, which may appear on the front OR the back should reflect light and appear to move.

All new and re-issued consumer Debit cards must display the Debit hologram.

The magnetic stripe should appear smooth, with no signs of tampering.

The last four digits of the account number appear on the signature panel in reverse indent printing.

The three-digit CVC2 appears to the right of the signature panel.

The word "MasterCard" is printed repeatedly in multicolors at an angle on a tamper-evident signature panel.

Are you suspicious about a card? Call for a Code 10 Authorization.

Visa® Card Identification Features

The Dove Hologram appears on most cards, however its location on the card may vary. It can be in its traditional location on the front of the card, or a smaller hologram may be on the card back.

All Visa account numbers start with 4. The embossed account number must match the account number printed on the sales receipt.

The pre-printed Bank Identification Number (BIN) must match the first four digits of the embossed account number.

The Visa Brand Mark appears in the lower right corner. Visa debit cards have the word "DEBIT" printed above the Visa Brand Mark.

A full or partial account number is indent-printed on the tamper-evident signature panel.

A three-digit code (CVV2) must appear in the white box to the right of the signature panel or on the signature panel.

Some cards have a holographic magnetic stripe featuring doves in flight on the back of the card. These cards do not have any other hologram or magnetic stripe.

If you are ever suspicious about a card or a transaction, call your authorization center and request a Code 10 authorization.