



> Prepaid

> Sign Up Pack

Dear Newsagent,

eziPass and SCX Global are pleased to present you an exciting offer on Visa Prepaid cards! Each year, approximately \$320 Billion is spent worldwide on Visa Prepaid products. With a robust Australian advertising campaign soon to launch, four different Visa Prepaid products to sell, attractive commercial benefits for your business, and nothing to lose - get your share today.

GREAT COMMISSIONS AVAILABLE

	VCARD	JUST4	CANVAS	SCX
Sale Price	\$5.50	\$5.95	\$7.95	\$14.95
Sale and Load Commission	\$2.25	\$2.25	\$5.75	\$7.25
Sale Only Commission	N/A	N/A	\$3.00	4.50
Reload Commission	N/A	N/A	\$2.75	2.75

INCREDIBLE COMMISSIONS, ATTRACTIVE TERMS AND MORE!

Make 30-40% commission on new Visa Prepaid cards sold.

Make \$2.75 commission for every reload - 5X more than you get from bopo.

Pay only for what you sell with no upfront cost to stock.

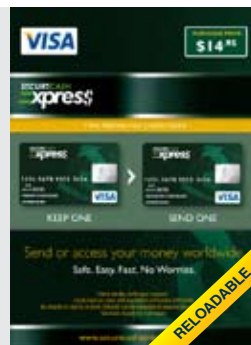
Get recognised as a Visa Prepaid retailer, and get listed on our websites.

Benefit from Visa Prepaid advertising.

Free Point of Sale materials to help you sell.

No lock-in contracts.

MONEY TRANSFER



PERSONAL USE



SHOPPING ONLINE



GIFT CARD



What is Visa Prepaid?

- Cash is loaded onto a Visa card before spending
- Operates like prepaid mobile
- Single load cards AND reloadable cards
- Cards are purchased and loaded in-store
- No bank account - unlike Visa debit cards
- No credit check required - unlike traditional credit cards
- Convenient and safe, putting cardholders in control
- Cards can be used where Visa Prepaid is accepted – including online (some can also be used at ATMs for cash)



Sign up today!

Simply complete the attached forms and fax back to 02 8572 8899, email info@scx-global.com or return to PO Box 614, Pyrmont NSW 2009. Once your forms have been received, you will receive confirmation and that your request to sign up is being processed. Once you're ready to go we'll send you a Visa prepaid starter pack including stands, cards, POS and product information

We look forward to you joining the team!

eziPass

SCX
GLOBAL



> **Prepaid**



SCX Global Retailer Registration Form



SCX Global Pty Ltd – ABN: 91-117-378-953

Please answer ALL questions and write clearly in CAPITAL LETTERS.

FAX THIS FORM TO 02 8572 8899



1. BUSINESS / TRADING NAME:			
2. BUSINESS / TRADING ADDRESS: (Including State & Postcode)			
	P.O. BOX NOT ACCEPTED		
3. COMPANY / LEGAL ENTITY NAME:			
4. COMPANY / LEGAL ENTITY ADDRESS: (Including State & Postcode)			
5. POSTAL ADDRESS: (If different to trading address)			
6. TYPE OF BUSINESS: (Newsagent, Convenience Store, etc.)			
7. CONTACT PERSON:			
8. CONTACT DETAILS: (If possible, please provide phone, fax AND e-mail contact details)			
	CONTACT PHONE NO	CONTACT FAX NO	CONTACT EMAIL ADDRESS
9. HOW WOULD YOU LIKE TO RECEIVE YOUR BILLING ADVICE? (Please Tick One Only)	E-MAIL	Your Billing Advices will be sent to the EMAIL address below. (No fee applies)	
	TICK HERE	E-MAIL ADDRESS	
	FAX	Your Billing Advices will be sent to the FAX number below. (A fee of \$0.33 applies per page (including GST))	
	TICK HERE	FAX NUMBER	
10. DO YOU CURRENTLY HAVE EZIPASS? (Please circle)	YES NO		

I acknowledge I have read and understand the Terms and Conditions outlined in Appendix A

Date: / / **20**

Signature:

OFFICE USE ONLY

Complete	
Confirmation	
Response	
eziPass	
Finalised	

> Retailer Compliance Letter

DATE / / 20

Dear Store Owner / Operator,

Welcome to the exciting new world of Visa Prepaid cards.

As part of this revolution you will have cards hanging in store and the ability, through eziPass, to sell, load and activate cards. We encourage you to read the training materials we will provide in the starter pack which tell you exactly how to process the sale of a card via eziPass and the features and benefits of each product.

In order to sell SCX Global Prepaid Cards, for legal and compliance purposes we have to obtain from you an agreement in favour of Heritage Building Society Limited, which is the issuer of the cards, as follows:

- You and your staff cannot give any financial product advice concerning the card products.
- This means not giving customers any recommendations or opinions that could influence customers to acquire the cards.
- You and your staff can however give customers factual information concerning the cards, and can give out the customer material provided by SCX Global.
- You and your staff will at all times follow the instructions in the training pack provided, and any supplementary instructions issued by SCX Global as Heritage's authorised representative or by Heritage itself.
- Stock must be securely stored if not being actively sold.
- Misplaced, stolen or damaged cards must be immediately reported on the Card Destruction Log and immediately faxed back to 1300 650 843.
- Heritage, as the issuer of the cards, will usually be legally responsible to customers for you and your staff's conduct in relation to the cards. However you and your staff must observe the conditions noted above.

First Name:

Surname:

Store Name:

ABN Number:

Address:

Signature:

eziPass

SCX
GLOBAL

Direct Debit Request Form - new customers only
Please use BLACK (Preferable) / BLUE BALL POINT PEN. * Compulsory field

EZYPAY™

Principal Name: _____

Section A - CUSTOMER INFORMATION

Your Reference ID for this Customer: _____

Company Name: _____

* First Name: _____

* Surname: _____

* Date of Birth: ____/____/____ Password: _____

* Address Line 1: _____

Address Line 2: _____

* Suburb: _____ * State: ____ * P/C: ____

* Phone (M): 04 _____ Phone: _____

* Email: _____

Section B - PAYMENT INSTRUCTION **IMPORTANT** Fees and charges may apply. Please allow 5 working days for processing after the form is received by Ezypay.

Payment will vary based on SCX Global weekly invoice amount. Payment will be debited on the 1st Business day of each week.

Section C - PAYMENT METHOD (please select Bank Account or Credit Card)

Name of Institution e.g. ("Commonwealth Bank"): _____

Suburb where branch is located: _____

Name of Account Holder(s): _____

BSB Number: ____-____ Account Number: _____

I / we authorise Ezypay Limited APCA User ID Number 064323 to debit my / our accounts at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS)

CREDIT CARD Select your card type: ☐ VISA ☐ MASTERCARD ☐ AMEX ☐ DINERS

Card Number: _____ Expiry Date: ____/____

Name on Card: _____

Section D - AUTHORISATION

This authorisation is to remain in force in accordance with the Terms and Conditions on this page and on the reverse side which I/we have read and understood.

1. _____ 2. _____

Signature of cardholder(s) or account holder(s)

DO NOT MARK THIS BOX
EZYPAY REFERENCE NO. 39486

39486



> Appendix

EZYPAY TERMS AND CONDITIONS



DIRECT DEBIT AUTHORITY

I/we acknowledge and/or authorize:

- Ezypay to make periodic debits from my/our account on behalf of the Company (herein referred to as the Principal) stated on the front of this Direct Debit Request Form.
- If the Principal authorises as such, you will be required to pay Ezypay's load and commission fees.
- That Ezypay is acting as a direct debit agent for the Principal only and does not provide any goods or services to me/us and has no express or implied liability in regard to the goods and services provided by the Principal. As such, Ezypay also has no liability to provide any tax invoices for any fees charged.
- That the periodic debiting of my/our account will be in accordance with the payment arrangement outlined in Section B, with the Terms and Conditions outlined herein and any variations made to them from time to time, as well as the terms and conditions between Ezypay and the Principal.
- Ezypay to communicate with me/us by phone, email or mail to effectively manage my/our account.
- Ezypay to vary these Terms and Conditions from time to time and I acknowledge that it will be sufficient for Ezypay to notify me/us of such changes by posting them on Ezypay's website: www.ezypay.com.au.
- It is my/our responsibility to check Ezypay's website for variations to these Terms and Conditions and I/we will not require Ezypay to inform me of such changes by any other means of communication including but not limited to, written notice, phone or email.
- Any variations made to these Terms and Conditions will be effective 14 days after posting on Ezypay's website.
- Ezypay may terminate this Direct Debit Request and cease to provide its direct debit services to me/us at any time by written notice sent by mail or email, such notice to state the reason for the termination.

VARIATIONS TO MY/OUR DIRECT DEBIT ARRANGEMENT

I/we acknowledge and/or authorize:

- The Principal to vary the amount, frequency and date of payments from time to time.
- Ezypay to vary the payments upon instructions from the Principal. I/we do not require Ezypay to notify me/us of such variation prior to varying the debit amount.
- All other variations to my/our debit arrangement will need to be directed to the Principal. Ezypay can only process variations to my/our direct debit arrangement upon the Principal's instructions and where those instructions are received, Ezypay will not require a signed agreement or new Direct Debit Request Form from me/us.
- Ezypay will make reasonable attempts to minimize any variance to debit amounts affected by exchange rate fluctuations or factors in connection with the provision of the direct debit service that are within Ezypay's control. However, Ezypay will not be responsible for any variance or shortfall to debit amounts affected by exchange rate fluctuations as a result of external factors beyond the control of Ezypay including but not limited to, the date on which a direct debit is processed by Ezypay's Sponsoring Financial Institution, the timing a debit is requested and processed or where there is a delay in the processing of a direct debit due to any one of the factors (a) to (c) specified right.
- That a delay may occur in the processing of a direct debit if:
 - There is a public or bank holiday on the day or on the day after a payment is due to be made by direct entry;
 - A payment is received either on a day, which is not a banking business day, or after the normal close of business on a business banking day; or
 - Ezypay does not receive the Direct Debit Request Form so that it has sufficient time to process the Direct Debit Request Form prior to the first debit payment being due and payable.

MY RESPONSIBILITY

I/we acknowledge that:

- It is my/our responsibility to inform Ezypay or the Principal of any changes to my account or contact details (by phone, mail or email) to permit and facilitate the direct debit arrangement as per these agreed Terms and Conditions.
- It is my/our responsibility to have sufficient funds available in my/our account falling which I/we will incur a failed payment fee of up to \$16.50 for each unsuccessful debit, in addition to any fees charged by my/our Financial Institution, and any collection fees incurred by Ezypay including but not limited to any legal costs and/or the commission of a collection agent appointed by Ezypay for the purpose of recovering the unsuccessful debit payment. Additionally, Ezypay in conjunction with the principal will implement re-debit measures as necessary to recover any outstanding amount/s.
- For the avoidance of doubt, Ezypay will not be liable for any fees or charges described in the above paragraph.
- Ezypay requires a 7 days written notice should I/we wish to cancel this direct debit arrangement. On receiving such notice, Ezypay will have the authority to direct debit any payments due within the 7 days notice period and thereafter, cancel the direct debit arrangement as requested by me/us. The cancellation will be effective 7 days after the notice has been received.
- Any cancellations made directly with Ezypay do not affect or terminate any contracts, agreements or payment obligations I have with my Principal.
- I may be charged fees if my Principal authorises as such for account setup/maintenance.
- Any disputed debit item/amount should be directed to the Principal.

SERVICING MY ACCOUNT

I/we acknowledge and/or authorize the following:

- Ezypay to verify the details of my/our account with my/our Financial Institution.
- My/our record and account details may be required by my Financial Institution in connection with a claim made on it relating to an alleged incorrect or wrongful debit.
- My/our Financial Institution to release information allowing Ezypay to verify my/our bank account details.
- Ezypay may inform me of products, services or special offers relating to the provision of its direct debit service and other related financial service products.
- Ezypay is not liable for any faults in the direct debit of my/our account caused by, but not limited to, events such as fraudulent activity, security hacking, and environmental disasters. Due to the technology systems used by Ezypay to facilitate the direct debiting, Ezypay is not able to and does not give an express or implied warranty that any direct debit service it provides will be continuous or fault free.

I/we acknowledge that the Ezypay Pty Limited Privacy Policy can be found at www.ezypay.com.au. EZYPAY PTY LTD - Locked Bag 4003, Chatswood NSW2057

SCX GLOBAL TERMS AND CONDITIONS



This Retailer Agreement is between:

SCX GLOBAL PTY LTD (ABN 91-117-378-953),

Suite 93, Jones Bay Wharf, 26-32 Pirrama Road, Pyrmont, Sydney, NSW 2009 ("SCX Global") and the

RETAILER (being the person who is identified on the

Direct Debit Agreement lodged with SCX Global).

1. COMMENCEMENT & DURATION

- This Agreement will commence on the date on which the Retailer completes the Activation Process and will continue until it is terminated under clause 12, with the first completion of the Activation Process constituting the Retailer's agreement to accept fully the terms set out in this Agreement and to be bound by those terms. This will be the case despite the fact that the Retailer may not have signed a copy of this Agreement.

2. DEFINITIONS & INTERPRETATION:

- In this Agreement the following words have the following meanings, unless the context clearly indicates otherwise:

Agreement means this agreement and includes the Schedule and Ancillary Documents as amended from time to time;

Activation Process means processing of the first sale and activation by the Retailer of an SCX Global Product.

Ancillary Documents means all documents relating to the SCX Global issued by SCX Global to the Retailer from time to time including the Direct Debit Agreement, Retailer Compliance Letter and the Price List;

Approved Outlet means the location(s) at which the Retailer is authorised to sell the Products as agreed between the parties and recorded on SCX Global's register of data relating to the Retailer;

Approved Terminal means a terminal approved by SCX Global which is programmed with the software which enables the sale and/or load of SCX Global Products.

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales;

Customer means any person who purchases or has purchased or requests or has requested to purchase a product or makes an enquiry regarding the purchase of a Product;

Direct Debit Account means the Retailer's bank account set up in accordance with and detailed in the Direct Debit Agreement;

Direct Debit Agreement means the agreement provided to the Retailer together with this Agreement, allowing SCX Global to debit the Payment from the Retailer's Direct Debit Account and includes the form that accompanies the Direct Debit Agreement;

Intellectual Property Rights means any intellectual property rights belonging to SCX Global of whatever nature, including without limitation, patents, trade marks, service marks, registered designs, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, design rights, copyright, inventions, confidential information, know how and business names and any similar rights situated in any country;

Logos means any logos or marks or other intellectual property of SCX Global used in connection with the sale of Products;

Payment means the proceeds of all sales of Products including GST less the Retailer Commission or Retailer Margin (as applicable);

Payment Day means every Monday, or such other day or days during the week advised by SCX Global from time to time on 30 days notice, during the term. The "first Payment Day" refers to the first Monday after the day on which the Retailer completes the Activation Process. If there is a public or bank holiday on a Monday, the Payment Day for that week will be on the next Business Day;

Price List means the document provided to the Retailer which specifies the Products the Retailer is authorised to sell and the Retailer Commission or Retailer Margin (as applicable);

Product means a product or service specified in the Price List, as varied by SCX Global and notified in writing to the Retailer from time to time;

Provider means a provider of Product (SCX Global);

Provider Logos means any logos or marks or other intellectual property owned by a Provider that is used in connection with the sale of Products;

Provider Terms means the terms and conditions of SCX Global as contained in this Agreement and the Retailer Compliance Letter;

Refund Request Procedure means the procedure relating to a request for a Product refund by the Retailer as notified to the Retailer and amended by SCX Global from time to time;

Retailer Commission means the commission received by the Retailer on the sale of certain Products as specified in the Price List, expressed as a flat rate per transaction;

3. DISTRIBUTION OF THE PRODUCTS

- SCX Global authorises the Retailer to sell the Products via the Approved Terminal and in accordance with this Agreement.

- Where the Retailer provides Product(s) for sale via the Approved Terminal(s) at the Approved Outlet(s):

(a) the Provider Terms will apply

- The Retailer must only sell or accept orders for the Products via Approved Terminals and at Approved Outlet(s).

- The Retailer must notify SCX Global in writing at least 30 days before any proposed change of Approved Outlet and must not sell the Products at any changed location without obtaining SCX Global's prior written approval.

- The Retailer must not process a sale of the Products unless the Products have been paid for in full by a Customer, and the risk of any loss arising by way of dishonoured payment or otherwise will be borne by the Retailer.

- The Retailer acknowledges that, subject to the extent permitted by law, payments for Products are not refundable.

4. RETAILER OBLIGATIONS

- The Retailer must actively offer for sale, display, sell and promote the sale of the Products, and must make the Products readily available to the public during the Retailer's normal business hours.

- The Retailer must not make any warranty, representation or statement with respect to any product or service of a Provider, its suitability for any particular use, compatibility with any equipment, its characteristics, performance or otherwise, that is inconsistent with, differs from or is misleading or deceptive as to, the express terms of any specification, warranty or guarantee given by the Provider.

- The Retailer must not give any financial product advice concerning SCX Global's products, including not giving customers any recommendations or opinions that could influence customers to acquire the Products.

- The Retailer must not make the sale of any Product conditional upon the sale of any other goods or services nor impose or seek to impose any terms or conditions in relation to such sale other than those set out in the terms and conditions issued by the applicable Provider.

- The Retailer must ensure at all times that a sufficient number of the Retailer's employees are properly trained to sell the Products using training materials provided to the Retailer and must in such training cover such aspects of Retailer performance and obligations under this Agreement as SCX Global may reasonably require and direct.

- The Retailer must comply with all applicable laws and regulations in force from time to time.

- The Retailer must notify SCX Global immediately upon becoming aware of any proposed changes of ownership of the Retailer or the Retailer's business.

5. ADVERTISING, MARKETING & POINT OF SALE

- SCX Global may use the Retailer's name and details of the Approved Outlets in any promotional material relating to the Products or the SCX Global. This will include a directory listing of retailers.

- If requested to do so by SCX Global, the Retailer will display point of sale material or use merchandising material delivered by a Provider and/or SCX Global.

- The Retailer must not produce, distribute, display or change any point of sale material or use merchandising material without SCX Global's prior written consent.

- Title to all point of sale or merchandising material remains with SCX Global

6. PAYMENT & FEES

- The Retailer must make Payment to SCX Global for all Products sold by it. Products are deemed to be sold as soon as the electronic transaction for that Product is complete, which is conclusively determined by SCX Global by reference to its records.

- SCX Global may directly debit the Retailer's Direct Debit Account on every Payment Day (or such other time as it considers appropriate), for all amounts owing to it under this Agreement. In relation to amounts owing for the sale of Products, SCX Global may directly debit the Retailer for all the proceeds of the sale:

- less the Retailer Commission or Retailer Margin (as the case may be) and any GST; or
- at SCX Global's discretion, in full, reimbursing the Retailer Commission or Retailer Margin (as the case may be) and any GST within 14 days.

- The Retailer acknowledges that SCX Global, may at any time alter the Retailer Commission or Retailer Margin. If that occurs, SCX Global must use its reasonable endeavours to give the Retailer notice of the change as soon as reasonably practicable. Whether actual notice of the change is given by SCX Global or otherwise, the Retailer acknowledges that the Retailer Commission or Retailer Margin applicable for the sale of a Product, from the date of the change notified by SCX Global, will be the Retailer Commission or Retailer Margin (as changed).



6.4 The Retailer must ensure that there are sufficient clear funds in the Direct Debit Account by midday on the first Payment Day or midday on every other Payment Day to enable SCX Global to make direct debits under clause 6.1.

6.5 The Retailer must not alter or close the Direct Debit Account during the term of this Agreement, without the prior written consent of SCX Global.

6.6 If SCX Global is unable to directly debit the Payment due to insufficient funds in the Retailer's Direct Debit Account or any other reason, SCX Global may charge the Retailer in addition to the Payment):

- a) \$50 for the first instance and \$100 for each subsequent instance on which SCX Global is unable to debit payment due to insufficient funds; or
- b) Interest on the overdue Payment at the rate of 4% over Heritage Building Society's base rate from the due date of payment until the date of payment in full, whichever is the greatest.

6.7 Upon any insufficient funds default by the Retailer, SCX Global may, without limitation:

- a) Suspend or cancel all access to the SCX Global until all outstanding payments by the Retailer are made to SCX Global;
- b) Commence proceedings for recovery of outstanding amounts due by the Retailer to SCX Global; or
- c) Immediately terminate this Agreement.

7. OPERATOR ERROR OR MALFUNCTION OF APPROVED TERMINAL

The Retailer must pay for Products which are sold due to operator error or malfunction of the Approved Terminal, unless the Retailer complies with the Refund Request Procedure and SCX Global is satisfied that the error was beyond the Retailer's control.

8. GST

8.1 Words or expressions used in this clause 9 which are defined in the A New Tax System (Goods and Services Tax) Act 1999 ("Cth") ("the GST Act") (as amended or re-enacted from time to time) have the same meaning in this clause.

8.2 The parties agree the following in respect of GST:

- a) If any supply under this Agreement is a taxable supply under the GST Act (or any similar Act which may be introduced in future), the party making the supply may recover from the recipient an additional amount on account of GST (or other similar tax), calculated in accordance with the GST Act. This paragraph does not apply if the amount payable for the taxable supply is specifically described as already including an amount of GST.
- b) If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by a reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.
- c) If any amount under this Agreement is calculated as a specific percentage of a fee, revenue stream or otherwise arises from a revenue sharing agreement, that amount shall be calculated by reference to the relevant revenue net of GST, unless otherwise specified.
- d) The recipient of a supply under this Agreement is not obliged to pay any amount in respect of GST to the party making the supply unless and until the party making the supply under this Agreement issues a tax invoice (or, if an adjustment has occurred, an adjustment note) to the recipient in respect of that supply.
- e) Any amount payable pursuant to clause 9.2(a) is payable by the recipient of the supply at the same time as consideration for the supply is payable or within 14 days of the recipient receiving a tax invoice, or if an adjustment has occurred, an adjustment note (whichever event is later).
- f) The Retailer accepts any amendments that SCX Global, acting reasonably, proposes to make to the

Agreement in response to any relevant changes to the GST Act, any relevant change to the way the Commissioner of Taxation interprets or administers the GST Act, or any other occurrence that means that the terms of this Agreement do not make appropriate provision for the GST implications for, and the GST treatment of, the products or any other things supplied under this Agreement.

8.3 The recipient created tax invoice ("RCTI") agreement set out in this clause 8.3 applies to any taxable supply by the Retailer to SCX Global under this Agreement for which commission is payable. The Retailer and SCX Global agree, in relation to those taxable supplies, that:

- a) SCX Global will issue tax invoices for the Retailer;
- b) the Retailer will not issue tax invoices for those taxable supplies, and any requirement on the Retailer to do so under any other clause of this Agreement is waived for so long as this clause 8.3 continues in effect;
- c) The Retailer acknowledges that it is currently registered for GST and that it will immediately notify SCX Global if it ceases to be registered;

d) SCX Global acknowledges that it is currently registered for GST and that it will immediately notify the Retailer if it ceases to be registered; and

e) SCX Global must not issue a document that would otherwise be an RCTI, on or after the date when SCX Global or the Retailer has failed to comply with any of the requirements of the Determination made by the Commissioner of Taxation under section 29-70(3) of the GST Act that covers any RCTIs issued by SCX Global under this Agreement.

9. INTELLECTUAL PROPERTY & LOGOS

9.1 The Retailer must not:

- a) Claim any right in or to the Logos or Provider Logos in any manner;
- b) Claim any right in or to SCX Global's Intellectual Property Rights which shall remain with SCX Global, or make any use of SCX Global's Intellectual Property Rights except as approved by SCX Global;
- c) Attempt to register or reserve for registration any trade marks similar to trade marks registered, reserved for registration or owned by SCX Global, including trade marks of SCX Global contained in any promotional material provided to Retailers in accordance with this agreement or which the Retailer is otherwise permitted to use ("Trade Marks");
- d) dispute SCX Global's ownership of its Trade Marks;
- e) Reduce the value of the goodwill attached to any Trade Marks;
- f) Incorporate part of the Trade Marks into a Retailer's trade mark;
- g) Use or display a Trade Mark of SCX Global with goods or services which are not associated with SCX Global;
- h) Use Trade Marks in any way not specified in this

Agreement or in written notices from SCX Global; or

- (i) Assist or permit another person to do any of (a)-(h).

10. WARRANTIES & LIABILITY

10.1 Except as required by any law, all conditions, warranties, terms, undertakings, duties and obligations expressed or implied by law, custom, trade usage or otherwise in any way relating to the Products, the

SCX Global or the performance of SCX Global's obligations under this Agreement, are wholly excluded.

10.2 The liability of SCX Global for breach of a term implied by law into this Agreement, is limited, at the option of SCX Global, to the repair or replacement of the goods, the cost of repairing or replacing the goods, the re-supply of the services or the payment of the cost of re-supplying the services, as the case may be.

10.3 Except where to do so would contravene any law or make any part of this Agreement void or unenforceable, SCX Global excludes any and all liability to the Retailer for any:

- a) Loss or damage suffered by the Retailer or any other person arising from inability to access the SCX Global for reasons including technical failures or malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, or software or any other reason beyond SCX Global's control; and/or
- b) Special, indirect or consequential loss or damage (including loss of profits, commission or revenue) suffered or incurred by the Retailer in connection with this Agreement regardless of the cause of action under which the liability arises.

10.4 SCX Global limits its liability to the Retailer in respect of any and all claims made against it arising out of, or in connection with, this Agreement, regardless of the basis on which the Retailer is entitled to claim damages (including breach, negligence, misrepresentation, or other contract or tort claim, or under an indemnity statute or otherwise) in aggregate to \$3000.

10.5 The Retailer warrants to SCX Global that:

- a) It has the power to enter into, exercise its rights, perform and comply with its obligations under this Agreement;
- b) Its entry and exercise of rights under this Agreement does not and will not violate: a) any law to which it is subject; or b) being a company, its memorandum or articles of association or as the case may be, certificate of incorporation or by-laws or c) any agreement to which it is a party.

10.6 The Retailer warrants and undertakes to SCX Global that the representations contained in this Agreement shall remain true for the duration of this Agreement and undertakes to notify SCX Global immediately of:

- a) Any changes in the nature of the Retailer's business, or
- b) Any matter or event which constitutes or might give rise to a breach of any of the representations, warranties and undertakings in this Agreement and shall promptly provide SCX Global with all details of such matters as

SCX Global may reasonably require.

10.7 The Retailer warrants and undertakes to SCX Global that it will comply with any instructions issued to the Retailer by a Provider from time to time in accordance with applicable Provider Terms.

11. SUSPENSION & TERMINATION

11.1 SCX Global may discontinue or suspend the Retailer's right to sell the Product, immediately upon:

- a) The Retailer breaching, or SCX Global suspecting the Retailer is in breach of, any of the terms in this Agreement;
- b) The Direct Debit Agreement ceasing (for any reason) to be in force;
- c) Change of ownership and/or operating address of the Retailer; or
- d) The appointment of an administrator or a receiver, or order of bankruptcy in relation to the Retailer.

11.2 Either party may terminate this Agreement by providing 14 days written notice to the other party.

12. SALES LIMITS

12.1 SCX Global may impose daily sales limits or specified operating hours for the sale of certain Products.

13. AVAILABILITY & COST OF SERVICE

13.1 SCX Global will endeavour to provide maximum notice to the Retailer of any changes in relation to the Products 13.2 The Retailer acknowledges and agrees that SCX Global may change or vary the Products or the cost, discount or commission applicable to individual Products supplied by SCX Global to the Retailer from time to time.

13.3 SCX Global may offer new Products to the Retailer from time to time.

13.4 SCX Global may remove the availability of any Products from the Retailer at any time.

13.5 SCX Global will make reasonable attempts to ensure all price variations and changes of available Products are communicated to the Retailer as soon as possible, in writing, and/or by fax.

13.6 Use of any new or changed Product after any such addition of, or change to, any Product is deemed to be acceptance by the Retailer of the new charges for that Product.

14. GENERAL

14.1 This Agreement in no way constitutes any relationship of employment or partnership between the Retailer and SCX Global.

14.2 A provision of this Agreement or a right created under it, may not be waived or varied except in writing, signed by the parties to be bound;

14.3 If the whole of any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction.

The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

15. AMENDMENTS

15.1 Subject to clause 14, the terms of this Agreement may be amended by SCX Global from time to time by giving the Retailer not less than 30 days prior written notice of the amendments.

16. AUDIT

16.1 SCX Global shall be entitled upon giving reasonable notice to the Retailer to have access to each Approved Outlet, the staff at each Approved Outlet and the Retailer's records relating to the Products for audit purposes, the review of security arrangements and to investigate the operation of the Products at the Approved Outlet. The Retailer shall also allow SCX Global such other access as is reasonable in order to enable SCX Global to fulfill its obligations under this Agreement.

16.2 SCX Global shall be entitled to inspect and copy all records kept by the Retailer relating to the Products.

17. NON-TRANSFERABILITY OF THIS AGREEMENT

17.1 The rights and obligations granted in this Agreement must not be assigned, transferred, subcontracted, charged or otherwise disposed of in any manner by the Retailer, without the prior written consent of SCX Global.

18. CONFIDENTIALITY

18.1 The Retailer shall keep all data or information obtained by it which is not publicly available relating to SCX Global, the Products and the terms of this Agreement strictly confidential and shall not use such data or information for any purpose other than performing its obligations under this Agreement. The Retailer shall not use any data or information relating to the customers of SCX Global for any purpose whatsoever and shall not permit disclosure of such data or information to any third party. The Retailer shall ensure that all of its staff will comply with these obligations of confidentiality.

18.2 SCX Global may use or disclose all sales information and data relating to the sale of Products.

19. NOTICES

19.1 Any notices or other communications under this

Agreement shall be in writing addressed to:

- a) The Retailer at either the postal address or the email address notified to SCX Global;
 - b) SCX Global at the address specified on page 1 of this Agreement or such other address as notified by SCX Global to the Retailer in writing from time to time.
- 19.2** Any notices or other communications delivered or sent in accordance with this clause shall be deemed to have been duly given:
- a) if delivered personally or by courier, on delivery; or
 - b) if sent by recorded delivery post, on the third Business Day of posting it; or
 - c) if sent by facsimile transmission, on the first Business Day after completion of its transmission; or
 - d) if communicated by e-mail, on the first Business Day after the message is received by a computer under the control of the person to whom the notice or communication is being sent.

20. RETAILER'S EMPLOYEES

20.1 The Retailer is liable for all acts and omissions of the Retailer's employees, contractors, and agents as if the same were acts and omissions of the Retailer.

21. FORCE MAJEURE

21.1 Neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other party for any failure to perform, or for delay in the performance of its obligations under this Agreement due to causes beyond its control, including without limitation, failure of or interruptions of power or telecommunications services, failure or delay of bank payment systems, or postal services, failure of SCX Global's suppliers or service providers or subcontractors, acts of nature, governmental actions, fire, flood, natural disaster or labour disputes.

22. GOVERNING LAW & JURISDICTION

22.1 This Agreement is governed by the laws applicable in the State of New South Wales and each party irrevocably and unconditionally submits to the jurisdiction of the courts in this state.

23. SCX GLOBAL RIGHTS

23.1

- a) SCX Global may appoint an agent to perform some of its obligations under this Agreement (such as collection of payments from the Retailer).
- b) If SCX Global appoints an agent to perform any of its obligations under this Agreement then performance by such agent will be deemed performance by SCX Global.
- c) In addition SCX Global may assign to other parties certain rights and obligations under this Agreement.

23.2 Reference to:

- a) The singular includes the plural and the plural includes the singular;
- b) A person includes a body corporate;
- c) A party includes the party's executors, administrators, successors and permitted assigns; and
- d) Money is to Australian dollars, unless otherwise stated.
- e) "Including" and similar expressions are not words of limitation.
- f) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- g) A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

23.3 If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

23.4 Parties:

- a) If a party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.
- b) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- c) A party which is a trustee is bound both personally and in its capacity as a trustee.