

MERCHANT SERVICE AGREEMENT - 3.5% COMMISSION

MERCHANT INFORMATION

Date: _____

Registered Name: _____

Business Type: _____

Merchant Domain Name: _____

Programming Language/Platform: _____

Business Registration No: _____

Paid Up Capital: _____

Registered Business Address:

Mailing Address:

Telephone Number: _____

Fax Number: _____

CONTACT INFORMATION

1. Business Contact Person: _____

Position: _____

Mobile Number: _____

E-Mail: _____

2. Technical Contact Person: _____

Position: _____

Mobile Number: _____

E-Mail: _____

3. Accounting Contact Person: _____

Position: _____

Mobile Number: _____

E-Mail: _____

Contact person to receive the production account information:

First / Last Name: _____

E-Mail: _____

SERVICES

Payment Gateway: Parallel Solutions Inc.

BANK ACCOUNT INFORMATION

Account Name: _____

Account Number: _____

Bank Name / Branch: _____

Account Type: _____

APPLICANT SIGNATURE

Signature: _____

Signature: _____

First / Last Name: _____

First / Last Name: _____

Position: _____

Position: _____

Date: _____ / _____ / _____

Date: _____ / _____ / _____

FOR PARALLEL SOLUTIONS INC. OFFICER ONLY

CURRENCY: USD

MERCHANT SERVICE AGREEMENT

AGREEMENT NUMBER: _____

This agreement is entered into by and between Parallel Solutions Inc. having its office at 50 Rue Berlioz, Number 1404 Verdun QC H3E 1M2 (hereinafter referred to as "the Company"); and the applicant listed in "Merchant Information"

THE PARTIES AGREE ON TERMS AND CONDITIONS AS FOLLOWS:

1. PURPOSE

The Applicant desires to use the payment gateway service for receiving payment of goods and/or services from customers and for its convenience making payment through available channels including but not limited to banking payment, counter service, and ATM payment provided by the Company ("Services").

2. COMMENCEMENT OF SERVICES

The Applicant agrees to submit an application form correctly and completely filled in together with supporting documents required by the Company on the date hereof for the Company's

consideration. The Applicant shall be entitled to use the Services for receiving the payments for goods and/or services of the Applicant only upon obtaining the Company's permission.

3. ACKNOWLEDGEMENT OF RISKS IN ELECTRONIC TRANSACTIONS

The Applicant has carefully considered and realizes that electronic transactions are of risk and accepts any consequent damages incurred from such electronic transactions. The Applicant agrees to strictly comply with the following:

3.1 In case of receipt of the payments for goods and/or services, the Applicant must keep, not less than eighteen (18) months, sales record or proof of trade, delivery of goods/services and receipt of payments such as tax invoice, shipping slip, receipt, etc. as proof in any disputes happen thereafter. If the Company desires to verify the Applicant's transactions, the Applicant agrees to provide the Company with all relevant information and documents immediately or within a specified period. The Applicant also agrees to assist the Company in order to acquire such information and documents and shall not, in any circumstances, obstruct, weaken, destroy or hinder the Company from acquiring such information and documents.

3.2 In case of refusal and/or non-receivable payment, card cancellation or hold, or having a reasonable suspicion cause regarding the dishonest use of credit card or any other reasons causing the Company's money to be deducted or compensated or claimed as damages by any banks, financial institutes or other persons, the Applicant agrees to reimburse the Company in full amount which and that the Company is entitled to immediately set-off such amount with the amount of payment for goods and/or services payable to the Applicant without any objection or attempt to decline the said responsibility in all respects.

4. SERVICE FEE

The Company is entitled to the service fee for performance of obligations hereunder according to the rate and payment method specified below:

3.5% commission on all transactions. The payment processor will split the payment at the time of the transaction, ensuring that the Company receives its commission immediately.

5. PARALLEL SOLUTIONS INC. SERVICE

5.1 The Company shall gather all the payments for goods and/or services on behalf of the Applicant and, after deducting the service fee according to Clause 4, remit the remaining amount to the Applicant's account within the specified period and according to the payment method as per the attachment. The Applicant agrees to be responsible for all fees incurred by such remittance.

6. RESPONSIBILITIES OF THE APPLICANT

6.1 The Applicant has a duty to issue receipts/tax invoices or any evidence of receipt to customers and/or clients as prescribed by law.

6.2 If the Applicant intends to modify its payment type and/or amend the method or conditions for selling of goods, engaging of services or performing of works, affecting the Company's performance of Services hereunder, the Applicant agrees to notify the Company of such in writing thirty (30) days in advance.

6.3 The Applicant agrees that the Company is entitled to set-off all amounts which the Applicant is obligated to pay or refund to the Company against the sum to be payable by the Company to the Applicant under this Agreement without any disputes.

7. REPRESENTATIONS AND WARRANTIES

The Applicant represents and warrants that (a) any information delivered to the Company under this Agreement is correct; (b) the Applicant is engaged in a lawful business that includes the sale of Goods and/or Services and is duly licensed to conduct such business under laws of all jurisdictions in which Applicant conducts business. Applicant shall comply with all laws, policies, guidelines, regulations, ordinances, or rules applicable to Applicant's business and this Agreement; (c) all goods and/or services, which the Company receives payments for hereunder are not goods and/or services prohibited by law and good morals or that would expose the Company's image to risk; and (d) the Applicant shall comply with all Cardholder Information Security Program (CISP), Site Data Protection (SDP), and Payment Card Industry Standard (PCI) requirements, as amended from time to time. The Applicant must comply with the Rules, including without limitation, those relating to Cardholder information security issues, non-disclosure of Cardholder information and Transaction documents, retention, and storage of Cardholder and Transaction information, and other security procedures adopted by the Card Organizations.

8. MARKETING ACTIVITIES

8.1 The Company may advertise and publicize in connection with the Services provided to the Applicant and the Applicant shall provide cooperation with the Company in the advertisement and publication through various media or other networks from time to time as mutually agreed by both parties.

8.2 The Applicant agrees to advertise and publicize its goods or services as well as its use of the Company's Services for receipt of payments for goods and/or services of the Applicant.

9. EXCLUSION

The Applicant acknowledges and agrees that in case the Services hereunder have any error or delay or have been temporarily suspended, arising from service connection system or computer system or any relevant system or virus attack or electronic equipment problems and/or force majeure or any causes beyond the Company's control, the Applicant shall not definitely raise such error to claim any damages against the Company and shall notify the Company immediately of such error. However, the Company will use its best efforts to solve the problem hastily, and the Applicant agrees to fully assist and cooperate with the Company to solve such problem.

10. TERM AND TERMINATION

10.1 This Agreement shall be effective from the date hereof. Any party who intends to terminate the Agreement shall give advance written notice to the other party not less than ninety (90) days prior to the termination of this Agreement.

10.2 This Agreement shall be terminated and the Company is entitled to cease the Services forthwith by closing the Applicant's user account in any one of the following circumstances:

(a) the Applicant uses and/or declares false information; or

(b) the Applicant is in breach of any provision of the Agreement, and the Applicant does not remedy said breach within fifteen (15) days upon receipt of the relevant notice from the other party, then the Company may immediately terminate the Agreement or, at its option, suspend the performance of its obligations under this Agreement until the breach is remedied; or

(c) either party is adjudged bankrupt or dies or ceases to exist as a juristic entity or having any other legitimate ground which makes either party unable to comply with this Agreement, it shall be deemed that this Agreement is immediately terminated.

Upon termination of this Agreement in any case, the Applicant shall announce the termination in a conspicuous place that can be seen obviously by its customers and/or clients. The announcement shall commence from the date the Services are ceased and shall describe the contents that are harmless to and promote both parties' image. This clause will not deprive the Company's right of any compensation and damages due to the termination hereof by the Applicant's acts.

10.3 Termination of this Agreement shall not prejudice nor affect the accrued rights or claims and liabilities of the parties under this Agreement.

11. TAX

Each party agrees that either party shall deduct applicable withholding tax and/or pay value-added tax ("VAT") and/or Goods and Services Tax ("GST") or any other relevant tax according to the applicable law. The Applicant shall be responsible for all taxes, duties, and charges of any kind imposed by