



Austpay Reseller Agreement

This agreement, hereinafter referred to as the "Agreement", is made by and between:

Austpay International LTD, RM 612 ,kowloon centre.45 ashley road.tsimshatusi .Kowloon, Hong kong
China, hereinafter referred to as "IPSP",

And

_____ (company name) represented by _____ (Director name), incorporated in
_____ (country) with registered address _____
_____ hereinafter referred to as "Resellers".

This Agreement states the following:

- ✓ Austpay is responsible for providing merchant account to merchants resellers referred.
- ✓ The Resellers are willing to transmit their customers to Austpay international regarding merchant accounts or other online solutions.

The obligations of Austpay

- ✓ Austpay offer to pay a commission to the resellers for the business passed.
- ✓ The commission will be calculated at the following formula:
Customers' payout X (final processing rate – Reseller rate)
- ✓ Commission payment will start when the customers resellers transmitted have a first transaction and the customers have been processing for 30 days.
- ✓ The commission will be wired to reseller every month. If the commission amount is under 300 usd, it will be forwarded to next circle.
- ✓ The commission will be paid continually as long as the customer's account is in live mode.
- ✓ The reseller's right to claim commission shall not be honored with respect to such business which the customer has not effected any payments; commission fee already received by reseller in these instances will be taken into account upon issuing the next commission statement.

The obligation of Resellers

- ✓ The resellers should transmit the customers to austpay.
- ✓ The resellers cannot represent austpay to sign a contract with customers. The resellers can negotiate with customers and set a certain processing rate, however contracts must be signed by austpay and the merchant directly.
- ✓ The resellers cannot represent austpay to collect any payment from merchants.



Contract Duration:

- ✓ The Agreement shall have a 12 month duration period. At the conclusion of the 12 month period, an additional twelve month period shall be added at the anniversary of each year thereafter if both parties are in agreement to continue the relationship.

- ✓ The Agreement may be terminated at will by either party by giving written notice, at least six months at the end of a calendar year but not before the above duration period. In addition, the Agreement may be terminated immediately without prior notice if the Resellers are in breach of the Agreement.

- ✓ The right of either party to terminate this Agreement in case of a fundamental breach of contract shall not be impaired by the foregoing.

Appendix:

Processing detail:

Payout Schedule : Weekly and 14 days in arrears. For high volume merchant, payout can be adjusted to twice per week or daily.

Required documents:

- Recent (personal or company) Bank Statement
- Recent valid Photo ID of one of the director's / owners
- Incorporation documents, unless applying as a sole proprietor
- Previous Processing History (if applicable) Showing only Chargeback's, Refunds and Net Volume

Signed on Behalf of Reseller

Signed on Behalf of Austpay:

Print Name :

Print Name :

Print Title : Owner

Print Title : Owner

Signature :

Signature :

Date :

Date :