

Purchase-Service-Contract

Customer

 Special offer valid through December 31, 2010

| | | | |
|----------------|--|--|--|
| Company | <input type="text"/> | Webdesigner, shop-/hosting-partner | |
| Street, no. | <input type="text"/> | Company | <input type="text"/> |
| Postcode/City | <input type="text"/> | Contact person | <input type="checkbox"/> Ms. <input type="checkbox"/> Mr.* |
| Contact person | <input type="checkbox"/> Ms. <input type="checkbox"/> Mr.* | | <input type="text"/> |
| | <input type="text"/> | E-mail | <input type="text"/> |
| E-mail | <input type="text"/> | Phone | <input type="text"/> |
| URL E-Shop | <input type="text"/> | Company URL | <input type="text"/> |
| Phone/Fax | <input type="text"/> | *write first name/last name on the next line | |

Packages

| | | |
|---|-----|--------|
| <input type="checkbox"/> Saferpay Phone-MailOrder | CHF | 470.- |
| <input type="checkbox"/> Saferpay Secure PayGate | CHF | 470.- |
| <input type="checkbox"/> Saferpay E-Commerce | CHF | 850.- |
| <input type="checkbox"/> Saferpay Business *1 | CHF | 1970.- |

Erweiterungen

| | | | |
|---|---|-----|----------------|
| <input type="checkbox"/> Saferpay Merchant Plug-In * | per month (charged for one year in advance) | CHF | 30.- |
| <input type="checkbox"/> Saferpay Card Authorization Interface *2 | | CHF | 1120.- |
| <input type="checkbox"/> Saferpay Secure Card Data *1 *2 | per month (charged for one year in advance) | CHF | 30.- |
| <input type="checkbox"/> Saferpay File Import | | CHF | 180.- |
| <input type="checkbox"/> Saferpay Certificate Hosting | | | free of charge |
| <input type="checkbox"/> Risk Management | | | free of charge |

Transactions packages

valid 12 months

| | | | | | | | | |
|---|-----|-------|--|-----|--------|---|-----|---------|
| <input type="checkbox"/> 100 transactions | CHF | 100.- | <input type="checkbox"/> 1000 transactions | CHF | 500.- | <input type="checkbox"/> 10000 transactions | CHF | 3000.- |
| <input type="checkbox"/> 500 transactions | CHF | 350.- | <input type="checkbox"/> 5000 transactions | CHF | 1750.- | <input type="checkbox"/> 50000 transactions | CHF | 13500.- |

Setup fees

| | | | | | | | | |
|---|-----|--|--|-------|---|---|-------|-------|
| International | | <input type="checkbox"/> DIRECTtebanking.com | CHF | 100.- | <input type="checkbox"/> Jelmoli Bonus Card | CHF | 100.- | |
| <input type="checkbox"/> MasterCard * | CHF | 100.- | <input type="checkbox"/> PayPal | CHF | 100.- | <input type="checkbox"/> Manor myOne card | CHF | 100.- |
| <input type="checkbox"/> Visa * | CHF | 100.- | <input type="checkbox"/> DCC | CHF | 100.- | Germany | | |
| <input type="checkbox"/> Diners Club/Discover | CHF | 100.- | (Dynamic Currency Conversion) | | <input type="checkbox"/> Elektr. Lastschriftverfahren | CHF | 100.- | |
| <input type="checkbox"/> American Express | CHF | 100.- | Switzerland | | <input type="checkbox"/> giropay | CHF | 200.- | |
| <input type="checkbox"/> JCB | CHF | 100.- | <input type="checkbox"/> PostFinance Card | CHF | 200.- | Netherlands | | |
| <input type="checkbox"/> Maestro | CHF | 100.- | <input type="checkbox"/> PostFinance e-finance | CHF | 200.- | <input type="checkbox"/> iDeal | CHF | 200.- |
| Total Saferpay products | | | | | | CHF | | |
| 7.6% VAT | | | | | | CHF | | |
| Total | | | | | | CHF | | |

* The Saferpay Merchant Plug-In for Secure E-Commerce is required for "MasterCard SecureCode" and "Verified by Visa".

*1 Special offer Full Business

*2 Special offer Upgrade Full Business

The «General Terms and Conditions for the Saferpay Contract» as set out on the reverse of this contract, a description of the scope of the package and the valid price lists are an integral part of this contract. The customer expressly confirms that he has read, understood and accepted them in full. In order to use Saferpay it is necessary for the customer to sign separate agreements for the acceptance of the means of payment with the individual payment service providers or credit card institutions. Additional charges of the payment service providers or credit card institutions are to be borne directly by the purchaser. The purchaser is responsible for the integration of Saferpay which is not a part of this contract. This present contract is subject to and shall be construed in accordance with Swiss law. The exclusive place of jurisdiction for any disputes arising out of this contract shall be at the domicile of SIX Card Solutions Ltd.

| | |
|-----------------------------------|--|
| Customer (stamp/signature) | SIX Card Solutions Ltd Hardturmstrasse 201 P.O. Box CH-8021 Zurich |
| Place, date | Place, date |

SIX Card Solutions Ltd, Hardturmstrasse 201, P.O. Box, CH-8021 Zurich, www.saferpay.com

General Contract Conditions (GCC) for Saferpay

1. **Subject of the agreement**
 - a) SIX Card Solutions (hereinafter called "SCA") is a development and service company that is specialized in the field of electronic payment transactions, among other things. Under the "Saferpay" brand name, SCA develops and operates a virtual e-payment platform for the secure processing of payments, such as distance payments per telephone or in e-commerce. SCA is the owner and holder of the intellectual property rights (in particular, copyrights and trademark rights) for the "Saferpay" e-payment platform.
 - b) The licensee purchases the access rights from SCA to the contractually agreed Saferpay services in the form of a non-transferrable, non-exclusive license for the licensee's own use, limited to the duration of this contract.
 - c) SCA provides the services necessary for the technical handling of payment transactions, such as the processing of authorization requests or the transmission of transaction data to the contractually agreed institutions.
2. **Requirements**
 - a) The licensee's access to the Saferpay services is obtained over the Internet.
 - b) Required for use of the Saferpay services is that the licensee signs separate contracts for the acceptance of payment means with the respective payment means operators, credit card organizations or credit institutions (hereinafter also called "acquirers"). Additional fees due to the acquirer through such contracts are to be borne directly by the licensee. This contract is signed independently of the signing of the contracts with the respective acquirers.
 - c) The licensee is responsible for their system (particularly in terms of procurement, installation, maintenance and security measures to prevent misuse) as well as for the integration of the Saferpay services in their system. This integration is not a component of this contract.
 - d) SCA can make access components, programs or source codes available to the licensee; however, all copyrights and other right remain with SCA. The licensee may copy the Saferpay access components, programs or source codes for backup and archiving purposes; however the licensee may not alter the access components and programs and may not issue any sublicenses. SCA assumes no liability for the components, programs or source codes provided.
 - e) Use of the Saferpay platform within a company or for branches, branch offices, subsidiaries, operation facilities, etc. requires a prior written, separate agreement with SCA ("branch connection").
3. **Connection and usage**
 - a) SCA provides the licensee with a personal user ID and a password (hereinafter called "login") for use of the Saferpay services. Subject to charge, the licensee can request the setting up, modification or deletion of additional personal logins for their employees or other authorized individuals. They are responsible for the secure retention of the login data and the renewal of the password at regular intervals. The licensee is also to ensure that only authorized individuals use the logins. Anyone who identifies themselves to SCA using the login data is considered to have been authorized by the licensee to use the Saferpay services. Only the login data is verified by SCA; no more extensive legitimization check is made.
 - b) SCA provides various interfaces for the use of the Saferpay services. During integration of the Saferpay services in the licensee's system, depending on the integration option used, an access password or electronic keys are generated for communicating with SCA. The licensee is responsible for ensuring that these access passwords or electronic keys and other data worth protecting (such as credit card numbers) are sufficiently protected according to the respective applicable standards.
 - c) The licensee undertakes to ensure with appropriate and suitable measures that no manipulations, in particular, no improper transactions are possible. The licensee shall train their personnel in the correct handling and use of the Saferpay system at adequate intervals, particularly when introducing the Saferpay platform. They are also to instruct their personnel about measures to be taken to avoid misuse and fraud.
 - d) The licensee is to observe the security requirements and rules agreed to in the contracts signed with their acquirers, such as the PCI DCC (Payment Card Industry Data Security Standard) requirements if credit cards are to be accepted. The licensee is responsible for adhering to the acquirer's rules and security requirements.
 - e) Failure to adhere to the above listed conditions will be considered to be an essential contract infringement. In such a case, SCA is entitled to immediately terminate and discontinue the service for compelling reasons.
 - f) The Saferpay services are available 24 hours a day over the Internet within the scope of operational and technical possibilities. SCA is entitled to interrupt the operation of the system at its own discretion, if this is deemed appropriate for cogent, relevant reasons, such as changes and additions to the system, malfunctions, risk of misuse, etc. SCA shall do everything possible to maintain the availability of the Saferpay services; however, it cannot provide any guarantee.
 - g) SCA reserves the right to change or to supplement the Saferpay system in technical and organizational regards. If adaptations to the licensee's system (hardware and/or software) should become necessary as a result of such changes or supplements, then the licensee is to carry them out.
 - h) SCA functions as technical transmitter of the licensee's data to and from the contractually agreed acquirer. In this regard, SCA assumes no guarantee for the accuracy or appropriateness of an authorization, payment or rejection. Moreover, objections and exceptions regarding transactions with cardholders and/or customers, in particular claims and complaints, are to be regulated immediately by the licensee with the cardholder/customer. In particular, the licensee shall ensure that the transactions processed through the Saferpay platform are neither illegal nor immoral. If the licensee conducts business, which according to applicable laws, requires official permission for all or certain users (e.g. youth), (in particular, sales of tobacco and pharmaceutical products, unauthorized sales of copyright-protected works or certain export services), the licensee is to ensure that they hold valid legal permission to do so.
4. **Fees and payment conditions**
 - a) Fees shall be due for the Saferpay services used by the licensee, according to the Saferpay price list or package offer. Recurring fees shall be billed in advance on an annual basis. All fees are due for payment without 30 days as of the date of invoice.
 - b) All prices, unless otherwise listed, are net prices and included the legally stipulated value added tax. Any taxes and duties that become due as a result of the services to be provided by SCA within the scope of this contract, or which shall become due in the future (particularly value added or sales tax), are to be paid by the licensee. The licensee is in any case required to properly apply the conditions applicable in their respective country in association with the value added tax or sales tax (such as reverse charges). Should third parties derive claims from SCA from this, then the licensee shall fully indemnify SCA.
 - c) In the case of payment default, SCA is entitled, after dunning the licensee, to discontinue its services and to terminate this contract with instant effect. Any additional costs incurred in re-establishment of the service provision, such as described in section e), shall be borne by the licensee.
 - d) Furthermore, SCA is entitled to bill the licensee 7% annual default interest as well as all reminder fees and collection costs.
 - e) The licensee has the right to withdraw from the contract within 8 weeks of contract signing, as long as no transactions have been initiated by them. Activation fees and other services already provided shall not be refunded. 50% of the license and services fees not yet used shall be refunded.
 - f) Other services ordered by the licensee, such as evaluations, research, restoration of the service provision or similar services will be provided on a time and materials basis and billed according to the price list.
5. **Transaction and transaction packages**
 - a) Transaction fees will be settled in the form of transaction points. The licensee purchases a transaction package consisting of a specific number of transaction points, unless another agreement has been made.
 - b) One transaction point is used for the processing of an authorization or payment request as well as for a cancellation or credit. Submission of the payment data to the acquirer is included in the transaction point.
 - c) Transaction packages are valid for a period of 12 months. Available transaction points are displayed to the licensee in the Saferpay administration section (named "Backoffice"). No claim for a refund exists for transaction points that are not used. SCA will generally inform the licensee per e-mail about the expiration or use of a transaction point.
 - d) If after the expiration or use of the transaction points the licensee does not purchase a new transaction package, but continues to process transactions, this shall be considered by SCA to be an agreement to activate a new transaction charge for which the licensee shall be billed according to the pricelist. The size of the newly activated transaction package shall be based on the prior year's use.
6. **Data protection**
 - a) SCA guarantees the storage and availability of the payment data for transactions conducted for 3 months on the Saferpay system.
 - b) SCA ensures the licensee that their data shall be handled confidentially. The data will be used exclusively for the provision of the Saferpay services by SCA.
 - c) Transmission of the payment data shall take place over the Internet in an encrypted mode, for which SCA currently uses the 128-bit SSL encryption procedure. SCA is entitled at any time to use another procedure to increase security. Since the Internet, as a public network, is used as the communication medium, SCA assumes no liability, nor grants any guarantees for the security of the transferred data.
 - d) The licensee receives access to transaction data that contains sensitive and confidential payment information, such as the bank reference and credit card data. The licensee undertakes to handle this data securely and with due care.
7. **Alterations and additions to the contract**
 - a) Amendments and supplements to the contract, including the General Contract Conditions (GCC), must be in written form to be effective and are to be signed by the two parties to this clause. The following conditions remain reserved, according to sections b and c of this clause. Conduct that deviates from the provisions of the contract modules, including the General Contract Conditions, does not justify an alteration or addition to the contract.
 - b) SCA reserves the right to alter and supplement the General Business Conditions (GCC) and fees at any time. These alterations or supplements shall be announced to the licensee in writing at least 30 days prior to their becoming effective.
 - c) In the licensee does not agree with the notified alteration or addition, then they have the right to terminate the contract by means of a registered letter within 20 days of receipt of notification of the alteration or supplement, upon the date on which it is to go into effect. The omission of such notice of termination shall be regarded as consent to the modification or addition to the respective General Contract Conditions (GCC). If the licensee objects to the alteration within the stipulated period, the contract will be also automatically terminated without explicit notification.
8. **Changes on the licensee's part**
 - a) The licensee is to notify SCA immediately should changes occur on the licensee's part (e.g., change of address, change of bank reference, changes to the sector, changes at the points of sales, infrastructure modifications or initiation of bankruptcy proceedings).
 - b) Should the business ownership change, such as in the case of sale or leasing, the licensee is obligated to transfer all contract modules, along with these contract conditions, to the legal successor in a manner that ensures that the legal successor receives all contract documents and can adhere to all the duties and obligations arising from said contracts. SCA is entitled to reject the transfer without providing reasons for doing so and to terminate this agreement with immediate effect.
9. **Contract duration and contract termination**
 - a) The contract is concluded for a minimum duration of two years and thereafter is extended each year for a further year. It can be terminated by either party in writing with a three-month period of notice at the end of the contract duration period or extension period.
 - b) When terminating this contract, the licensee agrees to immediately return to SCA, on the date on which the contract ends, all documents, programs and source codes, as well as any copies made thereof, provided by SCA. Electronically stored documents, programs and source code are to be deleted from the licensee's computer, libraries and data storage facilities. This also includes any third parties the licensee has assigned. A contract penalty of CHF 3,000 shall be incurred for non-compliance to the stipulations of section b.
 - c) Both parties are entitled to terminate the contract immediately for compelling reasons. For SCA, a compelling reason would be if the licensee infracts an applicable law or good moral standards; has been in payment default for more than 4 weeks, or if technical or legal fundamental changes exist that make it infeasible for SCA to continue providing its services in part or in full.
10. **Secrecy**

The parties are mutually obligated to keep secret all information, documents, data and process techniques marked or recognizable as confidential that become known to them through the execution of this contract, which are neither public nor generally accessible, as well as the conditions agreed upon, and to only make them accessible to third parties with the written approval of the party affected by such disclosure.
11. **Indemnification and liability**
 - a) The licensee indemnifies SCA in full from all potential third-party claims (particularly from acquirers, cardholders, etc.), which are based on fraudulent use of payment data, illegal actions by the licensee or content errors in the information made available.
 - b) The parties are mutually liable for direct losses and damages or those caused by auxiliary persons they have involved only if such losses can be proven to have been intentional or the result of negligence. The parties expressly reject any liability for immediate or subsequent damages, such as lost profits, additional fees, unrealized savings or additional costs within the scope of what is legally permitted.
12. **Miscellaneous**
 - a) All messages to the licensee, including statements, can be transmitted by SCA through electronic channels.
 - b) SCA is entitled to involve third parties to fulfill its contractual duties, without being required to notify the licensee thereof. Such third parties are authorized to undertake legal acts for SCA arising from the contract and to appear towards this end in the name of SCA.
 - c) SCA is entitled to transfer the contractual relationship to another group company. In such case, the licensee is to be suitably informed.
 - d) Should individual conditions of this agreement be or become ineffective, then the effectiveness of the agreement as a whole is not affected. The ineffective conditions shall be replaced by a new regulation in the form of a supplement contract amendment that comes as close as possible to the commercial and technical purposes recognized and intended by both parties. This also applies to the filling of any occurring contractual gaps.
 - e) This contract is subject to Swiss law. The exclusive court of jurisdiction for all disputes arising from this contract is the respective headquarters of SCA.

GCCs applicable as of February 1, 2010

SIX Card Solutions Ltd, Zurich