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Multi-Currency Pricing Schedule Terms and Conditions

This Schedule to your Moneris Merchant Agreement (the "Agreement") contains the additional terms and conditions that apply if we provide the MCP Program (as defined below) to you. Capitalized terms used and not defined herein will have the respective meanings given to such terms in the Moneris Merchant Agreement. Please ensure that you read carefully this Schedule, as your acceptance of its terms and conditions will occur when you first use the MCP Program. For greater certainty, this Schedule is part of the Agreement and remains subject to all of the other applicable terms and conditions of the Agreement. To the extent of any inconsistency between the terms and conditions of this Schedule and any other provision of the Agreement, the terms and conditions of this Schedule will govern with respect to the MCP Program. We can change this Schedule at any time by giving you notice in accordance with the Agreement. Your continued use of the MCP Program after such notification constitutes acceptance of any amendment, restatement, supplement or any other modification to this Schedule.

1. Definitions

The following is a list of definitions that will assist you in understanding this Schedule.

"Approved Currency" means those currencies, other than Canadian Dollars, for which the MCP Program is available.

"Late Processing Loss Amount" has the meaning given to it in Section 4.1 (b).

"MCP Chargeback" means a Chargeback of a MCP Transaction Amount.

"MCP Exchange Rate" means MCP the currency conversion rate for the Approved Currency as presented to you by Moneris on a purchase Transaction.

"MCP Program" means the multi-currency conversion program offered by Moneris, which enables you to conduct MCP Transactions from your websites under this MCP Agreement.

"MCP Transaction" means a Transaction in which a Card is used at MCP Program-enabled e-commerce website and the purchase is conducted in an Approved Currency at the MCP Exchange Rate displayed.

"MCP Transaction Amount" is the amount charged to the Card denominated in the applicable Approved Currency.

"MCP Transaction Record" means the Electronic Transaction Record you are required to submit in order to process and settle your MCP Transaction(s).

"Merchant Revenue Share" means an amount, payable by us to you (if any), equal to 1% of the Settlement Amount for a MCP Transaction in Canadian Dollars.

"Settlement Amount" is the total price of the good or service, including applicable taxes, denominated in Canadian Dollars, after currency conversion under the MCP Program.

2. MCP Program Terms and Conditions

2.1 *Term.* This MCP Agreement will commence when you first use our services.



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2.2 Termination. Either party may terminate this MCP Agreement upon 90 days prior written notice to the other party. Moneris may terminate or suspend the MCP Agreement with less than 90 days written notice if its foreign exchange transaction service provider terminates or suspends services. Any MCP Program fees paid to us will not be refunded upon termination.

2.3 Approved Currency. We reserve the right to add to, or delete or suspend from the list of Approved Currencies at any time and without notice to you.

2.4 MCP Program Requirements. Without limiting the foregoing, you agree to comply with the following MCP Program requirements:

(a) E-Commerce Websites. In order to receive the MCP Program services, you must use a MCP Program-enabled e-commerce website. We may require certain updates to your e-commerce websites from time to time in connection with the MCP Program services and following a request from us, you agree to make such updates within a reasonable time as agreed to by the parties. The MCP Program is not available for Card Present Transactions.

(b) General Compliance Obligations. In addition to your obligations in the Processing Agreements for complying with Card Brand Rules and Regulations, Data Security Standards and the Operating Manual; you agree to comply with (a) all applicable laws; and (b) the MCP Program requirements, instructions and specifications we may notify you of from time to time.

(c) Specific Merchant Requirements in respect of Approved Currency Amounts.

You agree that you shall display to the Cardholder the amount of the MCP Transaction at the point of sale, including a website buy page, in one or more of the various Approved Currencies that you wish to offer, before requesting the Card information for payment. All MCP Transaction receipts must show the amount of the Transaction in the correct Approved Currency and such amount must be preceded by the appropriate international currency symbol, or currency code for that Approved Currency.

(d) Moneris Gateway. You must use the Moneris Gateway in order to participate in the MCP Program. You must ensure that your Moneris Gateway account is configured to automatically send us the MCP Transaction Records by no later than 11:00 pm EST on a daily basis.

(e) Canadian Dollar Settled Merchants. The MCP Program will only be available to merchants who receive their Transaction proceeds in Canadian Dollars.

(f) Visa and Mastercard Cards Only. The MCP Program will only be available for Transactions consummated on Visa and Mastercard Cards and without limiting the foregoing will not be available for Discover, Amex, UnionPay or Interac Cards.

3. Purchase, Refund and Chargeback Settlement Amounts under the MCP Program

3.1 Purchase Settlement Amount. For each MCP Transaction, your bank account will be credited with an amount equal to the Settlement Amount after currency conversion of the transaction you present to us in an Approved Currency. For clarity, such settlement amount(s) will be in Canadian Dollars. The Merchant Revenue Share, if payable, will be credited to you separately in accordance with Section 4 of this MCP Agreement.

3.2 Refund Settlement Amount. You must process refunds and/or partial refunds of MCP Transactions in the original Approved Currency. In the event of a refund (full or partial) by you to a Cardholder of an amount originally processed as a MCP Transaction, we will debit your bank account or adjust the Settlement Amount by the full or



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partial original Refund Amount in the Approved Currency converted in Canadian Dollars, using the currency conversion rate(s) in effect on the date of the refund. The currency conversion rate(s) may differ from the MCP Exchange Rate(s) originally applied to the MCP Transaction

3.3 MCP Chargeback Settlement Amount.

(a) We do not decide which Transactions are charged back and we do not control the outcome of a MCP Chargeback by the Issuer.

(b) In the event of a MCP Chargeback, the Cardholder is credited the entire MCP Transaction Amount. For certainty, this is in the applicable Approved Currency.

(c) MCP Chargebacks will be debited from you in an amount equal to the MCP Transaction Amount converted into Canadian Dollars using the currency conversion rate(s) in effect at the time that the MCP Chargeback is processed. The currency conversion rate(s) may differ from the MCP Exchange Rate(s) originally applied to the MCP Transaction

(d) For clarity, the Card Brand processing of a MCP Chargeback may result in you being debited a Chargeback amount that is greater than the original Settlement Amount settled to you. Pursuant to the Processing Agreements, you agree to pay us the amount of any Chargeback.

4. Merchant Revenue Share

4.1 Merchant Revenue Share

(a) **Merchant Revenue Share payable on same-day delivery before 11pm.** If you deliver your MCP Transaction Record to us before 11 pm (EST / EDT) on the same day the MCP Transaction was completed, then we will credit you with the Merchant Revenue Share amount for such MCP Transaction.

(b) **Merchant Revenue Share payable on delivery or re-processing on or later than 11pm.** You are solely responsible for the timely delivery of your MCP Transaction Record to us. If you deliver your MCP Transaction Record to us, or the MCP Transaction is re-processed, at any time on or after 11 pm (EST / EDT) on the day the MCP Transaction was completed and the MCP exchange rate(s) for settling the MCP Transaction in Canadian Dollars (as described above in Section 3.1) in effect on the late delivery or reprocessing day is lower than the rate that would have been applicable before 11pm for settlement processing, then you will be responsible for the difference between:

(A) the settlement amount that would have been received by Moneris from the Card Brand upon same-day delivery before 11pm

minus

(B) the settlement amount received by Moneris from the Card Brand on the day of late delivery or reprocessing¹

¹ Example of Late Processing Loss Amount= [A-B]:

Assume: MCP Transaction Amount: €64.30

Purchase Amount settled to Merchant: C\$100

[(A) settlement amount that would have been received by Moneris from Card Brand before 11pm= C\$103.52 (€1=C\$1.61) minus

(B) settlement amount received by Moneris from Card Brand on day of late delivery= C\$93.87 (€1=C\$1.46)]

= C\$9.65 Late Processing Loss Amount



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(the "Late Processing Loss Amount")

4.2 Payment of Merchant Revenue Share. We will credit your bank account with any Merchant Revenue Share payable to you under this MCP Agreement, in respect of the previous month's or day's MCP Transactions, based on your payment set-up (monthly or daily). The Merchant Revenue Share will be payable in Canadian Dollars.

4.3 Your MCP Program Statements. Statements provided by us will detail the amount of MCP Transactions processed by you and the Merchant Revenue Share credited and/or debited in accordance with this MCP Agreement. You agree to review your statements, and to tell us in writing within 30 days of receipt in the case of paper statements, or within 30 days of the MCP Transaction date for electronic statements, about any problems, discrepancies, errors or concerns. If you fail to notify us of any problems, discrepancies, errors or concerns within this 30 day period, you agree that all items listed on the statements, including for clarity Merchant Revenue Share amounts, are correct and you release us from any claim relating to any item listed and/or any item missing or suspected to be missing from your statements. If you do not receive a statement or if you are unable to view your MCP Transaction activity electronically you agree to tell us immediately.

5. Effect of MCP Exchange Rate

You acknowledge and agree that, in some cases, you may incur increased payment processing fees or costs attributable to the MCP Exchange Rate, as compared to your fees or costs for a non-MCP foreign transaction where the currency conversion is performed by the Card Brands. You are solely responsible for the payment of such fees or costs, if applicable.