DATED   1999

Between:

CARDGATE.NET PTY LTD
(A.C.N.086 679 950)

and:

THE DEALER

EFTLink™ DEALER AGREEMENT

STEPHENS,
Lawyers & Consultants
Upper Level
68-72 York Street
SOUTH MELBOURNE VIC 3205

Tel: (03) 9690 9444
Fax: (03) 9690 9518

Reference: SF-149 Issue 2 -30/04/99

7-5030-149-5

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THIS AGREEMENT is made on the date specified in Schedule Item 1.

BETWEEN:

> **CARDGATE.NET PTY LTD** (A.C.N. 086 679 950) of 16 Nyadale Drive, Scoresby in the State of Victoria, Australia ("CardGate.net")

AND

> The party whose name and address is set forth in Schedule Item 2 ("the

WHEREAS:

A.   The Software Owner named in Schedule Item 12 is the owner of the Software known as "EFTLink EFTPOS Interface Software"and the copyright and other intellectual property rights subsisting in the Software (except for third party libraries).

B   CardGate.net warrants that the Software Owner

(1) is the owner of the Intellectual Property subsisting or which may subsist in the Software and Material (except for third party libraries); and

(2) has licensed Cardgate.netto grant the rights in respect of the Software and Material granted to the Dealer by this Agreement;

(3) is the owner of the Trade Marks listed in C; and

(4) has licensed CardGate.net to grant the rights in respect of the Trade Marks granted to the Dealer by this Agreement..

C   CardGate.net has agreed to appoint the Dealer as its authorised dealer for the Software, upon the terms and conditions set out in this Agreement.

IN CONSIDERATION OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1.   DEFINITIONS

In this Agreement the following words and expressions shall mean the following unless contrary to the sense or context in which they are used herein:

"Access Code" means the password required for the Software to operate which is issued by CardGate.net as provided by the Licence Agreement.

"CardGate.net" shall mean CardGate.net Pty Ltd (A.C.N.086 679 950) of 16 Nyadale Drive, Scoresby in the State of Victoria, its successors and assigns.

"Dealer" shall mean the person or company named in the Schedule Item 2, its successors and permitted assigns.

"Intellectual Property" shall mean all or any of the following:

a.   The trade and service marks and applications for registration for any such marks and any trade or brand names;

b.   Patents and applications for the grant of any such patents;

c.   Copyright subsisting in written material, designs, logos, insignia, computer programs, software, data, firmware, hardware, multi-media products or other works or subject matter;

d.   Designs (whether or not registered or protected by copyright);

e.   EL rights pursuant to the <u>Circuit Layout Act</u> 1989 (Commonwealth);

f.   Rights in circuit layouts, integrated circuits, semi-conductor chips including the right to copy and otherwise commercially exploit;

g.   Trade secrets, know-how, confidential information and all other intellectual and industrial property of all kinds.

"Licence Agreement" shall mean the Merchant Software Licence Agreement between CardGate.net and the Merchant for the use of the Software subject to the terms and conditions specified in the Licence Agreement. A copy of the current Licence Agreement is Annexure "A" to this Agreement.

shall mean the operating manual, user manual and associated documentation for the Software, and marketing and promotional material (whether in printed or electronic form) supplied by CardGate.net from time to time relating to the Software.

"Merchant" shall mean any person or company who acquires the Software from the Dealer subject to a Licence Agreement with CardGate.net.

"Operational documentation" shall mean the operating manual and associated documentation for the Software.

"Software" shall mean EFTLink EFTPOS Interface Software described in the Product Description which is Annexure "B" and is comprised of computer programs and data in machine readable form and includes upgrades, modifications, enhancements, customised versions and new releases of the Software.

"**Software Owner**" means the person whose name is set out in Schedule Item 12.

"Territory" shall mean the geographical area specified in Schedule Item 3 which may be amended by mutual agreement of the parties.

"Trade Marks" shall mean the trade marks, trade and product names and logos listed in Annexure "C" and registrations and applications for the registration of such Trade Marks.

2.   INTERPRETATION

2.1   The headings used in this Agreement are included for convenience and reference only and shall not be construed as affecting the meaning and interpretation of this Agreement.

2.2   A reference in this Agreement to a statute includes all amendments to the statute and any statutes passed in substitution for the statute.

2.3   This Agreement shall extend to and include every renewal, extension, variation or amendment to this Agreement.

2.4   Schedules and Annexures form part of and are incorporated in this Agreement.

2.5   References to the singular include the plural and vice versa.

2.6   It is the intention of each of the parties to this Agreement to co-operate with each other to promote the distribution of the Software and to achieve mutual commercial benefits. The terms and conditions of this Agreement shall be interpreted having regard to this intention.

3.   APPOINTMENT OF AUTHORISED DEALER

3.1   CardGate.net appoints the Dealer as a non-exclusive authorised dealer for the Territory of the Software subject to the terms and conditions set out in this Agreement and the Dealer accepts the appointment.

4.   GRANT OF LICENCE

4.1   Pursuant to the appointment, CardGate.net grants to the Dealer a non-exclusive licence for the Territory to:

(a)   reproduce copies of the Software for distribution solely to Merchants;

(b)   distribute the Software solely to Merchants;

(c)   install and support the Software;

(d)   use the Operational documentation and Material;

(e)   use the Trade Marks in the Territory in relation to the Software and distribution, promotion and marketing of the Software to Merchants in accordance with the Software Owner's directions, instructions, rulings, procedures, policies and standards for the use of the Trade Marks as notified to the Dealer by CardGate.net from time to time;

subject to the terms and conditions contained in this Agreement.

4.2   Except as permitted by this Agreement, the Dealer shall not reproduce, adapt or modify the Software, the Operational documentation, the Material or any parts thereof, or procure, permit or authorise the reproduction, adaptation or modification of the Software, the Operational documentation, the Material or any parts thereof, without the written consent of CardGate.net.

4.3   The Dealer shall not disassemble, reverse engineer, decompile or use the Software or any part thereof:

(a)   for the purpose of developing, producing, marketing or selling a computer program or other product which is substantially similar to the Software;

(b)   for the purpose of developing, producing, marketing or selling a computer program or other product which performs substantially the same function as the Software;

(c)   in a manner which unreasonably prejudices the rights of CardGate.net or the Software Owner or conflicts with the normal commercial exploitation of the Software.

4.4   The Dealer shall label all diskettes or other storage devices containing copies of the Software reproduced by the Dealer pursuant to clause 4.1(a) of this Agreement with notices which clearly state that the Software Owner is the owner of the copyright in the Software and of the Trade Marks.

4.5   The Dealer shall not remove, amend or in any way alter, or procure, permit or authorise to be removed, amended or in any way altered, the copyright, trade mark or other proprietary notices appearing on or contained within the Software, the Operational documentation and Material.

4.6   The Dealer shall keep the Software and Operational documentation in a safe and secure facility and take all reasonable steps to protect it from unauthorised use or copying.

5.   TERM OF AGREEMENT

5.1   This Agreement shall commence on the date specified in Schedule Item 4 and shall continue for the initial term specified in Schedule Item 4 of this Agreement, unless this Agreement is terminated earlier as provided by this Agreement.

5.2   This Agreement shall be automatically extended for the additional term specified in Schedule Item 5 provided that:

(a)   not less than sixty (60) days prior to the expiration of the term, the Dealer has given written notice to CardGate.net requesting that this Agreement be automatically extended for a further term; and

(b)   the Dealer has not committed a material breach of the provisions of this Agreement.

6.   RELATIONSHIP OF THE PARTIES

6.1   Except as expressly provided in this Agreement:

(a)   nothing in this Agreement shall constitute or create or be deemed to constitute or create a partnership, agency or trust arrangement between the parties; and

(b)   neither party shall enter into or have authority to enter into either directly or indirectly through its servants or agents any agreement or arrangement which purports to bind the other party or create any liability against the other party in any way or for any purpose.

6.2   The Dealer shall not have nor represent that it has any power or right or authority to bind CardGate.net or to assume or create any obligation or responsibility express or implied on behalf of CardGate.net or in the name of CardGate.net except as expressly permitted by this Agreement.

7.   SUPPLY OF MASTER COPY OF SOFTWARE, OPERATIONAL DOCUMENTATION AND MATERIAL

7.1   CardGate.net shall supply to the Dealer upon signing of this Agreement and payment of the fees specified in CardGate.net's current published Dealer Price List, a master copy of the Software, Operational documentation and Material.

8.   MODIFICATIONS, UPGRADES AND ENHANCEMENTS

8.1   The Dealer acknowledges that modifications, upgrades and enhancements may be required to the Software and Operational documentation in the event that:

(a)   Banks or other financial institutions change protocols which allow access to their computer systems or change their computer systems or terminals;

(b)   changes are made to laws, regulations or rules governing or regulating Banking or other financial institutions or the provision of credit.

8.2   CardGate.net shall notify the Dealer in writing of any modifications, upgrades or enhancements required to the Software or Operational documentation by reason of the matters set out in clauses 8.1(a)-(b) and CardGate.net's fees for the modified, upgraded or enhanced Software and Operational documentation.

8.3   CardGate.net shall use its best endeavours to make the modifications, upgrades or enhancements required to the Software or Operational documentation by reason of the matters set out in clauses 8.1(a)-(b) and shall supply the Dealer with a Master copy of the same upon payment of CardGate.net's fees.

8.4   The Dealer shall be responsible for:

(a)   notifying the Merchant of any modifications, upgrades or enhancements required to the Software by reason of the matters set out in clauses 8.1(a)-(b) and the costs of the modified, upgraded or enhanced Software;

(b)   installing the modified, upgraded or enhanced Software.

8.5   Where a modification, upgrade, enhancement or customisation of the Software or Operational documentation is required to meet the Merchant's requirements, the Dealer shall notify CardGate.net of the Merchant's requirements. CardGate.net shall consult with the Dealer and the Merchant in relation to the required modification, upgrade, enhancement or customisation of the Software or Operational documentation and CardGate.net shall:

(a)   advise as to the technical feasibility of CardGate.net undertaking the work in accordance with the Merchant's requirements;

(b)   provide a written quotation for undertaking the work, where the work requested is technically feasible.

8.6   CardGate.net shall not be liable to the Dealer or Merchant for any direct or indirect loss or damage (including economic loss and special and consequential damage), liability, expense or costs caused or arising out of :

(a)   modifications, upgrades or enhancements required to the Software or Operational documentation by reason of the matters set out in clauses 8.1(a)-(b);

(b)   the Software not being operational by reason of the matters referred to in clauses 8.1(a)-(b).

(c)   CardGate.net not being able to make or make in a timely manner the modifications, upgrades or enhancements required to the Software or Operational documentation by reason of the matters set out in clause 8.1(a)-(b).

9.   FEES

9.1   The Dealer shall pay CardGate.net the fees specified in CardGate.net's then current published Dealer Price List for:

(a)   Software Developer's Kit which includes a master copy of the Software and Documentation;

(b)   each copy of the Software for which an Access Code has been applied for.

9.2   CardGate.net Dealer Price List may be varied by CardGate.net from time to time. CardGate.net shall provide the Dealer with 30 days notice of any changes to the fees specified in the Dealer Price List. Any changes to the fees specified in the Dealer Price List shall become effective within thirty (30) days of the Dealer being given notice of the proposed changes to the fees.

9.3   In addition to the fees specified in the CardGate.net Dealer Price List and any other payments due and payable under this Agreement, the Dealer shall pay all taxes, duties and charges imposed or levied in the Territory in connection with the supply of the Software or any services provided by CardGate.net.

10.   PAYMENT OF FEES

10.1   Payment of the fees referred to in clause 9.1 or any moneys payable to CardGate.net under this Agreement shall be made in the manner and in accordance with the payment terms specified in Schedule Item 6 or such other terms as may be agreed upon by the parties in writing from time to time.

10.2   The Dealer shall pay interest to CardGate.net on all outstanding amounts due and payable under this Agreement for the Software or services supplied by CardGate.net at the rate of three (3)% above the interest rate prescribed by the Commonwealth Bank of Australia indicator lending rate for overdraft less than $100,000.00.

11.   MARKETING AND DISTRIBUTION OF THE SOFTWARE TO MERCHANTS

Marketing

11.1   The Dealer shall use all reasonable commercial efforts to promote, market, distribute and solicit orders for the Software within the Territory by using all commercially available and acceptable means of marketing, all in accordance with the terms and conditions of this Agreement.

11.2   The Dealer shall follow any guidelines which may be issued by CardGate.net from time to time with respect to the promotion, advertising, marketing and distribution of the Software.

11.3   The Dealer shall ensure all advertising, marketing and promotional material relating to the Software produced or used by the Dealer:

(a)   does not contain false, misleading or deceptive statements or statements which are likely to mislead or deceive the public;

(b)   complies with the relevant consumer protection and other relevant governmental laws of the Territory;

(c)   complies with the advertising standards or government laws or regulations relating to advertising in the Territory;

(d)   complies with CardGate.net's directions, instructions, rulings, procedures, policies, statements and standards relating to the Dealer's use of the Trade Marks.

Distribution to Merchants

11.6   The Dealer shall only distribute the Software to Merchants for their use in the Territory.

11.7   The Dealer shall inform the Merchant at the time any inquiry is made for the supply of the Software that:

(a)   the supply is subject to the Merchant entering into a Licence Agreement with CardGate.net;

(b)   an Access Code is required from CardGate.net for the Software to run on the Merchant's computer system.

11.8   CardGate.net will only issue the Access Code to the Merchant once it has received the Licence Agreement correctly completed and signed by the Merchant.

11.9   The Dealer shall provide the Merchant with the Licence Agreement to complete. The Dealer shall ensure that the Licence Agreement is correctly completed by the Merchant and returned to CardGate.net.

11.10   Except as provided by clauses 11.6-11.9 of this Agreement, the Dealer shall not otherwise distribute, supply, licence, sub-licence, sub-distribute, let, hire, loan, rent, lease or commercially exploit the Software or authorise the doing of the same, without first obtaining written approval of CardGate.net.

11.11   The Dealer shall not appoint sub-distributors, sub-dealers, sub-licensees, agents or other contractors to carry out its obligations under this Agreement without first obtaining the written approval of CardGate.net.

Pricing of Software

11.12   The Dealer shall be free to determine its own fees or prices for the supply of the Software to Merchants. CardGate.net may from time to time make recommendations with respect to fees or prices. CardGate.net's recommended fees or prices are recommendations only and the Dealer may charge different fees or prices without reference to CardGate.net.

12.   TITLE AND RISK

12.1   CardGate.net retains title at all times to the tangible property in the Software, Operational documentation and the Material supplied to the Dealer by CardGate.net and copies of the Software supplied to the Merchant. The Software Owner retains title at all times to the Intellectual Property in Software, Operational documentation and the Material supplied to the Dealer by CardGate.net and copies of the Software and the Material supplied to the Merchant.

12.2   Risk of loss or damage to the Software, Operational documentation and Material supplied to the Dealer by CardGate.net passes to the Dealer at the time that the Software, Operational documentation and Material is handed to a representative of the Dealer or the carrier nominated by the Dealer.

13.   OBLIGATIONS OF THE DEALER

Conduct of the Business

13.1   In performing its obligations under this Agreement, the Dealer shall:

(a)   conduct its business in a professional manner;

(b)   not by itself or by its employees, servants or agents, nor with others, participate or engage in any illegal, deceptive, misleading, unethical or improper practices, including but not limited to the disparagement of CardGate.net, the Software Owner, the Software or the Trade Marks or other practices that are detrimental to CardGate.net or the Software Owner; and

(c)   not make any false representations with respect to the Software;

(d)   comply with all applicable laws, regulations or codes of conduct.

13.2   The Dealer shall at all times use its best endeavours to promote and extend the market and increase the custom for the Software in the Territory only.

Technical Training

13.3 The Dealer shall undertake training with respect to the operation, configuration, installation and support of the Software, as requested by CardGate.net from time to time.

Quality Control

13.4 The Dealer shall comply with quality control systems or standards issued by CardGate.net with respect to the configuration, installation and support of the Software and training of Merchants.

Updating of Operational documentation

13.5 The Dealer shall ensure that the Operational documentation is kept up to date and current with updates and releases issued by CardGate.net.

Installation, Merchant Training and Support

13.6 The Dealer shall be responsible for:

(a) the installation of the Software on the Merchant's computer system;

(b) providing Merchants with adequate training to enable them to operate the Software effectively on their computer system;

(c) providing the Merchant with technical support services and advice with respect to the use, operation and maintenance of the Software.

13.7 The Dealer shall kept accurate written records of technical support and advice given to Merchants including enquiries and complaints received from Merchants in relation to the Software in the form required by CardGate.net.

Liaison Officer

13.8 The Dealer shall nominate in schedule item 11 the name of the employee to act as a liaison officer between CardGate.net and the Dealer.

Records

13.9 The Dealer shall maintain and keep accurate accounting and business records in accordance with the requirements of the law and accepted accounting principles and standards within the Territory. The accounting and business records shall include all transactions relating to the Software with CardGate.net, the Merchant and any other party.

Reporting

13.10 The Dealer shall provide CardGate.net with the reports specified in Schedule Item 7 and any other information that CardGate.net may require relating to the marketing, distribution, supply and support of the Software to the Merchants.

Review Meetings

13.11 The Dealer shall attend review meetings with CardGate.net to discuss the Dealer's performance under this Agreement and technical and other issues

affecting the marketability of the Software in the Territory, as required by CardGate.net.

Insurance

13.12   The Dealer shall at all times have in effect a policy or policies of insurance with respect to public and product liability.

Restraint

13.13   During the term of this Agreement including any extensions or renewals, the Dealer shall not directly or indirectly engage in the conduct set out in Schedule Item 8.

14.   OBLIGATIONS OF CARDGATE.NET

Marketing

14.1   CardGate.net may provide the Dealer with marketing, promotional and advertising material for the Software and other information which CardGate.net considers may assist the Dealer with the marketing and distribution of the Software.

14.2   CardGate.net shall notify the Dealer of any matters which may affect or assist the Dealer in the marketing and distribution of the Software.

Technical Training and Support

14.3   CardGate.net shall provide the Dealer with training in the configuration, installation, support and operation of the Software which CardGate.net considers necessary in order for the Dealer to configure, install, support and operate the Software.

14.4   CardGate.net shall provide the Dealer with technical support and advice by telephone during business hours 9.00 - 5.00 Monday to Friday excluding public holidays. CardGate.net may also provide the Dealer with diagnostic tools to assist it to identify and rectify problems with the Software and its operation on the Merchant's computer system.

15.   TRADE MARKS

15.1   The Dealer shall at all times comply with the Software Owner's directions, instructions, rulings, procedures, policies and standards relating to the Dealer's use of the Trade Marks as notified by CardGate.net to the Dealer from time to time.   Any such direction, instruction, ruling, procedure, policy or standards may be changed from time to time, and CardGate.net shall give the Dealer thirty (30) days written notice of any such changes.

15.2   The Dealer shall not:

(a)   use the Trade Marks or any trade marks or trade names or logos confusingly similar to the Trade Marks in the Dealer's corporate name, trade name, trade marks, service marks or logos;

(b)   identify its business primarily under the Trade Marks or use the Trade Marks in a manner likely to convey to the public that the Dealer's business is an outlet or branch office or agent of the Software Owner or CardGate.net.

15.3   The Dealer acknowledges that the Software Owner is the sole and exclusive owner of the Trade Marks and all goodwill associated with the Trade Marks. The Dealer waives any and all rights it may have to challenge the validity of or the Software Owner's ownership of the Trade Marks.

16.   CONFIDENTIAL INFORMATION AND NON-DISCLOSURE

16.1   The parties have imparted and may from time to time impart to each other confidential information relating to their business and matters relating to this Agreement. The parties shall use such confidential information solely for the purposes of carrying out their obligations under this Agreement and they shall not disclose either directly or indirectly to any third party such information other than as is required to carry out the purposes of this Agreement. In the event of such disclosure as required, the party making the disclosure will obtain from such third party duly binding confidentiality agreements prior to making the disclosure and provide CardGate.net with a copy of the confidentiality agreement.

16.2   The parties agree and acknowledge that confidential information shall exclude any information:

(a)   that is in or enters the public domain other than by breach of this Agreement or the unauthorised disclosure of the confidential information by a third party;

(b)   that the party disclosing the information can establish was already known to it prior to the disclosure of the information to it by the other party;

(c)   the unrestricted release and use of which was approved by the parties in writing.

16.3   Upon the expiry or termination of this Agreement neither party shall itself, through any agent or otherwise, use the confidential information supplied to it by the other party or acquired by it in any way pursuant to this Agreement, unless authorised by the other party in writing.

16.4   The benefit of the covenants by the Dealer contained in this clause is held on trust by CardGate.net for the Software Owner to the extent that those covenants concern confidential information of the Software Owner.

16.5   The provisions of clause 16.1 - 16.4 herein shall survive the termination or expiry of this Agreement.

17.   WARRANTIES AND DISCLAIMERS

17.1   CardGate.net warrants that the Software Owner is the owner of the Intellectual Property subsisting or which may subsist in the Software and Material (except for third party libraries) and has granted CardGate.net the right to grant the licence to the Dealer as provided in clause 4.1.

17.2   Subject to clauses 17.3 and 17.4, CardGate.net warrants that the Software will operate on computer systems having the configuration set out in the Operational documentation and will perform on such computer systems in accordance with the functional and technical specifications set out in the Operational documentation .

17.3   CardGate.net does not warrant that the Software is completely error or bug free or that the Material is completely error free.

17.4   The warranty referred to in clause 17.2 does not apply where the Software does not operate or perform in accordance with the functional and technical specifications in the Operational documentation due to:

   (a)   changes made by Banks or other financial institutions to their computer systems or protocols which allow access to their computer systems or terminals; or

   (b)   defects or failures in the Banks' or other financial institutions' computer systems or terminals; or

   (c)   the Banks not allowing external interfacing of software with the Bank's computer systems or terminals; or

   (d)   operator error or data error; or

   (e)   changes to the Merchant's computer system, including the configurations and the operating and application software.

17.5   CardGate.net gives no express warranties other than those set out in this Section.

17.6   Except where:

   (a)   conditions or warranties are implied into this Agreement for the supply of the Software, goods or services by CardGate.net to the Dealer by the

Trade Practices Act 1974 (Cth), other similar laws of the States and Territories of the Commonwealth of Australia or any other applicable laws; and

(b)   such implied conditions or warranties cannot lawfully be excluded;

CardGate.net excludes all implied conditions and warranties, including, but not limited to, implied conditions or warranties with respect to merchantability or fitness for particular purpose.

17.7   Where the Software does not conform with the warranties referred to in clauses 17.1 and 17.2 or any warranty implied into this Agreement by the Trade Practices Act 1974 (Cth), other similar laws of the States and Territories of the Commonwealth of Australia or any other applicable laws, CardGate.net shall at its sole discretion either rectify the defect in the Software or Material or refund the fees paid for the Software or Material.

18.   LIMITATION OF LIABILITY

18.1   Subject to the provisions of clause 18.2 and where such limitation of liability is not prohibited or avoided by the laws of the Commonwealth of Australia and its States and Territories, the liability of CardGate.net for:

(a)   any breach of any implied or express conditions and warranties (other than implied conditions and warranties as to title, encumbrance and quiet enjoyment of the Software or Material supplied under this Agreement); and

(b)   any loss or damage (including economic loss and special and consequential damages)

arising out of or in relation to the supply of the Software, Material or any goods or services provided pursuant to this Agreement by CardGate.net shall be limited, at CardGate.net's option to any one or more of the following:

(i)   in the case of the Software, Material or any goods provided under this Agreement, to the lesser of:

(A)   the cost of the Software or Material or any goods; or
(B)   the costs of making modifications to the Software, Material or any goods;

(ii)   in the case of any services provided under this Agreement, to the lesser of:

(A)   the re-performance of such services; or
(B)   the payment by CardGate.net of the costs of re-performance of such services.

18.2   The Dealer agrees that to the extent that such liability may be limited under the laws of the Commonwealth of Australia, its States and Territories, CardGate.net shall not be liable for any special, direct or indirect incidental and/or consequential damages, including but not limited to economic loss, loss of use of the Software, loss of use of data or information of any kind however caused, failure of the Software to operate at any time for any reason, or any liability to Merchants or third parties except as set out in clause 18.1.

19.   NON-EXCLUDABLE STATUTORY RIGHTS TO BE RETAINED

Nothing in this Agreement is intended or shall be construed as excluding or modifying any warranties or conditions implied or any rights or remedies conferred on the Dealer or any liability imposed on CardGate.net by the Trade Practices Act 1974 (C'th) and similar laws of the States and Territories of the Commonwealth of Australia and any other laws applicable to this Agreement with respect to the supply of the Software, goods or services, if the law in question may not lawfully be modified or excluded.

20.   TERMINATION

20.1   Either party may terminate this Agreement without cause by giving the other party ninety (90) days notice in writing.

20.2   Without prejudice to any rights or remedies which the parties may have under this Agreement, CardGate.net may terminate this Agreement by giving written notice to the Dealer in the event that:

(a)   the Dealer goes into liquidation or is wound up (other than for the purpose of reconstruction or amalgamation) or commits any act of bankruptcy;

(b)   the Dealer is prevented from performing its obligations under this Agreement for a period of thirty (30) days;

(c)   The Dealer breaches the provisions of clauses 4.2, 4.3, 6.2, 11.9, 11.10, 11.11, 13.3 and 16.1;

(d)   the Dealer commits a breach of the provisions of this Agreement and fails to rectify the breach within fourteen (14) days of written notice being given by CardGate.net requiring rectification thereof;

(e)   the Dealer or officers of the Dealer are engaged in, prosecuted for or convicted of unlawful activities or criminal offences.

21.   CONSEQUENCES OF TERMINATION

21.1   The expiry or termination of this Agreement shall be without prejudice to the rights, remedies and liabilities which have accrued to the parties prior to the termination.

21.2   Upon the termination of this Agreement, whether by expiry of term or otherwise:

(a)   the rights conferred by clause 4.1 shall absolutely terminate;

(b)   the Dealer shall return to CardGate.net all copies of the Software (including master copies), the Material and other material provided to the Dealer by CardGate.net pursuant to this Agreement;

(c)   the Dealer shall provide to CardGate.net the following:

(i)   a current list of prospective users of the Software;
(ii)   leads relating to prospective users of the Software;
(iii)   copies of quotations and/or tenders submitted to prospective users of the Software;
(iv)   any other general marketing information relating to the Software.

21.3   If at the time of the termination the Dealer has obligations to fulfil under existing contracts and agreements with respect to the supply, installation and support of the Software, the Dealer shall have a right to fulfil its obligations under those contracts and agreements where:

(a)   it is not legally possible to transfer those contracts, agreements and obligations thereto to CardGate.net or a party nominated by CardGate.net; or

(b)   CardGate.net requests that the Dealer fulfil its obligations under those contracts or agreements.

21.4   To the extent permitted by law, the Dealer agrees that for the period set out in Schedule Item 9 following the termination or expiry of this Agreement the Dealer shall not engage in the conduct set out in Schedule Item 9.

21.5   The provisions of clauses 21.1 to 21.4 shall survive the expiry or termination of this Agreement.

22.   ASSIGNMENT

22.1   This Agreement and the obligations contained herein cannot be assigned or transferred by the Dealer without the prior written approval of CardGate.net.

23.   ENTIRE AGREEMENT

23.1   This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof.

24.   VARIATION OF AGREEMENT

24.1   This Agreement may only be varied or amended by an instrument in writing signed by duly authorised representatives of the parties hereto.

25.   SEVERABILITY

25.1   In the event that any, or any part of the terms, conditions or provisions contained in this Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

26.   WAIVER

26.1   No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict its rights, nor shall any waiver of its rights in relation to one breach operate as a waiver of any subsequent breach or in any way affect the validity of the whole or any part of this Agreement nor prejudice either party's rights to take subsequent action.

27.   FORCE MAJEURE

27.1   Neither party shall be liable for delay in performing obligations or for failure to perform obligations under this Agreement if the delay or failure results from any of the following (whether happening in Australia or elsewhere) force majeure, act of God, earthquake, fire, explosion, industrial dispute, governmental action or anything beyond the control of either party.

28.   GOVERNING LAW

28.1   This Agreement shall be governed by the laws of the State of Victoria, Commonwealth of Australia.

29.   SETTLEMENT OF DISPUTES

29.1   Subject to clauses 29.2 and 29.3, all disputes, differences or claims ("disputes") between CardGate.net and the Dealer arising out of or relating to this Agreement or the breach, termination or validity thereof shall be dealt with in the following manner:

(a)   the matter shall be first discussed by management of CardGate.net and management of the Dealer;

(b)   if the matter cannot be resolved, it shall be submitted by the parties to an agreed mediator for mediation;

(c)   the parties may agree to submit the dispute to arbitration in accordance with the Commercial Arbitration Act (Vic) 1984;

(d)   the arbitration shall be conducted by a single arbitrator. If the dispute involves technical issues the arbitrator shall be qualified in computer software development;

(e)   if the parties cannot agree on an arbitrator within seven (7) days of a notice of dispute being given by one party to the other party, the President of the Australian Institute of Arbitrators shall nominate the arbitrator;

(f)   the arbitration shall be held in Melbourne, Victoria, Australia. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof, as a Judgment of the Court;

The parties shall co-operate to ensure that the above procedures are carried out expeditiously.

29.2   The Dealer agrees that CardGate.net shall have the right to seek all equitable relief and legal remedies (including injunctive relief) which may be available for the breach or threatened breach of this Agreement and shall in exercising such right, have the specific right to bring an action in a Court of competent jurisdiction in the Territory if the dispute requires immediate equitable relief to be obtained.

29.3   The Dealer agrees that CardGate.net shall have the right to take proceedings against the Dealer in a Court of competent jurisdiction in the Territory if the dispute relates to:

(a)   the payment of moneys claimed by CardGate.net to be due and payable pursuant to this Agreement by the Dealer to CardGate.net;

(b)   unauthorised use or disclosure of trade secrets and/or confidential information;

served upon or given or communicated to one party hereto by the other shall be in writing and shall either be delivered in person, or sent by security post or facsimile transmission to the party's address or facsimile number specified in Schedule Item 10.

30.2   A notice shall have effect for the purposes of this Agreement and shall be deemed to have been received by the party to whom it was made:

(a)   if delivered by hand, upon receipt by the party to whom the communication is addressed or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorised to receive post or other message on behalf of the relevant party;

(b)   if sent by facsimile transmission, upon the transmission of the communication to the relevant facsimile number and the receipt by the transmitted facsimile machine of an answerback code showing that the facsimile message has been received properly by the facsimile machine to which it was transmitted;

(c)   if sent by security post, five (5) days after the date upon the registration receipt provided by the relevant postal authority.

30.3   Each party shall be obliged to sent a notice to the other party in accordance with this clause of any changes in its address or facsimile number.

31.   AUTHORITY TO EXECUTE

31.1   Each of the parties warrants its power to enter into this Agreement.

31.2   Any individual executing this Agreement on behalf of the parties represents and warrants that he or she has been fully empowered to execute this Agreement and that all necessary action to authorise the execution of this Agreement has been taken.

SCHEDULE

Item	**Clause**	**Details**
1		Date of Agreement:
2		The Dealer: Name: Address: Telephone Number: Facsimile Number: E-Mail:
3	1	Territory: Australia
4	5.1	Commencment Date: Initial Term: 3 years
5	5.2	Additional Term: 3 years
6	10.1	Payment Terms: Cash Before Delivery unless a trading account application form has been accepted.
7	13.10	Reports and other information to be provided by Dealer to CardGate.net:
8	13.13	Restraint: The Dealer shall not directly or indirectly: (a) develop, manufacture, market, distribute or sell any products which are: (i) competitive with the Software; (ii) substantially similar to the Software; (iii) perform substantially the same function as the Software; (b) solicit any person in the employment of CardGate.net or any subsidiary or associated company to leave their employment with CardGate.net or any subsidiary or associated company.

Item	Clause	Details
9	21.4	Period: Three (3) years If clause 21.4 is held to be unenforceable because the period of three (3) years is too long, then that clause shall take effect as if the words "for a period of one (1) year" were substituted for the words "for a period of three (3) years". Conduct: The Dealer shall not: (a) develop, manufacture, market, distribute or sell, either directly or indirectly software which performs substantially the same function as the Software; (b) solicit any person, firm or company who is a: (i) customer of CardGate.net; or (ii) a dealer of the Software; with a view to obtaining their custom; (c) solicit any person in the employment of CardGate.net to leave the employment of CardGate.net.
10	29.1	Notices: CardGate.net Pty Ltd A.C.N. 086 679 950 PO Box 9250 Scoresby VIC 3179 Australia Tel: (03) 9764-8166 Fax: (03) 9764 8177 **The Dealer:**
11	13.8	Liason Officer:
12		**Software Owner**: UMD IP Pty Ltd (A.C.N. 006 132 065)

IN WITNESS WHEREOF the parties have entered into this Agreement on the date specified in Schedule Item 1.

THE COMMON SEAL of **CARDGATE.NET**   )
PTY LTD A.C.N. 086 679 950 was   )
hereunto affixed in accordance with its Articles   )
of Association in the presence of:)

_____ Director

_____ Secretary

DEALER

THE COMMON SEAL of   )
                                  was   )
hereunto affixed in accordance with its Articles   )
of Association in the presence of:)

_____ Director

_____ Secretary

OR

SIGNED FOR AND ON BEHALF OF _____

by _____

_____ Signature

_____ Title

ANNEXURE "A"

This is the Licence Agreement referred to in the Dealer Agreement made between
CardGate.net and _____

dated _____.

_____Signature

_____Signature

Electronic Funds Transfer Software

This Software is password protected against unauthorised use. The Software will not operate without an access key issued by CardGate.net. CardGate.net will only issue access keys for the Software to licensed users. To become a licensed user, the Merchant is required to correctly complete and return to CardGate.net, the Merchant Software Licence Agreement.

MERCHANT SOFTWARE LICENCE AGREEMENT

This Licence Agreement is made on the date specified in Schedule Item 1 between **CardGate.net Pty Ltd** (A.C.N. 086 679 950) of 16 Nyadale Drive, Scoresby in the State of Victoria, Australia and the Merchant named in Schedule Item 2 for the licence of the Software upon and subject to the terms and conditions set out below:

THE PARTIES IN CONSIDERATION OF THE MUTUAL PROMISES MADE HEREIN AND INTENDING TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

1.   DEFINITIONS

In this Licence Agreement, unless the contrary intention appears:

"**Access key**" shall mean the password required for the Software to operate which is issued by CardGate.net to the Merchant as provided by this Licence Agreement.

"**CardGate.net**" shall mean CardGate.net Pty Ltd (A.C.N. 086 679 950) of 16 Nyadale Drive, Scoresby in the State of Victoria, its successors and assigns.

"**Certificate**" shall mean the "CardGate.net EFTLink Certificate" which CardGate.net issues to the Merchant for the Software licensed under this Agreement. The Certificate shall include the Merchant Name, Location, Dealer, Date, Merchant ID, Serial Number and Access Key.

"**Dealer**" shall mean the person or company named in Schedule Item 3 who is authorised by CardGate.net to supply the Software to the Merchant.

"**Documentation**" shall mean the user manual and associated documentation for the Software and includes upgrades, modifications and customised versions and new releases of the Documentation licensed to the Merchant.

"**Intellectual Property**" shall mean all or any of the following:

(a)   Trade and service marks and applications for registration for any such marks and any trade or brand names;

(b)   Patents and applications for the grant of any such patents;

(c)   Copyright subsisting in written material, designs, logos, insignia, computer programs, software, data, firmware, hardware, multi-media products or other works;

(d)   Designs (whether or not registered or protected by copyright);

(e)   EL rights pursuant to the Circuit Layout Act 1989 (Commonwealth);

(f)   Rights in circuit layouts, integrated circuits, semi-conductor chips including the right to copy and otherwise commercially exploit;

(g)   Trade secrets, know-how, confidential information and all other intellectual and industrial property of all kinds.

"**Licence Agreement**" shall mean this Merchant Software Licence Agreement and extends to and includes every renewal, extension, variation or amendment to this Licence Agreement.

"**Licence Fee**" shall mean the fees payable by the Merchant for the licence of the Software.

"**Location**" shall mean the geographical location(s) designated in the Certificate for the licensed use of the Software and includes any substituted and additional sites as agreed upon by the parties in writing.

"**Merchant**" shall mean the person or company named in Schedule Item 2 who is licensed to use the Software in accordance with the terms of this Licence Agreement and includes the Merchant's successors, administrators and permitted assigns.

"**Merchant Application**" shall mean the computer program detailed in Schedule Item 5 which interfaces with the Software, and includes point of sale and billing applications.

"**Merchant's Computer System**" shall mean the computer hardware peripherals, the point of sale electronic fund transfer terminals and operating and application software designated in Schedule Item 6 upon which the Software is to operate and includes any substituted computer system.

"**Software**" shall mean the described software in Schedule Item 7 which is licensed to the Merchant by CardGate.net and has the Merchant ID, Serial Number and Access key set out the Certificate and includes any upgrades, modifications, enhancements, customised versions and new releases of the Software which may be supplied to the Merchant by CardGate.net for a fee as provided by this Licence Agreement.

"**Software Owner**" means the person whose name is set out in Schedule Item 5.

"**Terminal ID**" shall mean the unique terminal number that identifies the pin pad to the bank or financial institution and which is specified in the Certificate.

2.   SOFTWARE LICENCE

Licence

2.1   CardGate.net grants to the Merchant and the Merchant accepts a non-exclusive non-transferable (subject to Clause 2.6) licence to use the Software and Documentation at the Site upon and subject to the terms and conditions set out below ("the Licence").

2.2   The terms and conditions of this Licence Agreement will apply to all additional copies of the Software and Documentation which may be supplied to the Merchant after the date of this Licence Agreement unless the parties agree otherwise in writing.

2.3   The Licence shall commence upon the date that CardGate.net issues the Merchant the Certificate for the Software and shall continue into perpetuity, unless terminated in accordance with the provisions of clause 9. CardGate.net will only issue the Certificate to the Merchant if CardGate.net has received this Licence Agreement correctly completed and signed by the Merchant and payment for the Software. In the case of payment by cheque, payment will not be deemed to be made until the cheque has been cleared.

2.4   CardGate.net may issue multiple Certificates under the Licence Agreement where:

(a)   the Software is licensed to be used on more than one terminal. Each terminal requires its own Access Key;

(b)   the Software is to be used at different Locations by the Merchant;

(c)   the installation of the Software on multiple terminals is to take place over a period of time.

2.5   The Merchant agrees and acknowledges that this Licence is not a sale of the Software and Documentation. The Software Owner, which has licenced CardGate.net to grant this licence to the Merchant, retains legal title to the Software and Documentation and the Intellectual Property subsisting or which may subsist in the Software and Documentation. Risk of loss or damage to the copy or copies of the Software and Documentation provided pursuant to this Licence Agreement to the Merchant passes to the Merchant when the software is installed on the Merchant's computer system.

2.6   The Licence is personal to the Merchant who shall not be entitled to assign, transfer, sub-license or otherwise deal with any of the rights granted hereunder without the prior written consent of CardGate.net.

Merchant's Rights Under the Licence

2.7   The Licence entitles the Merchant to:

(a)   use the Software only on the Merchant's computer system and at the Site, solely for the Merchant's own use. The Software may be used on a computer network or multi-user computing environment if the Merchant has paid the Licence fees applicable to computer networks or multi-user computing environments;

(b)   reproduce or make an adaptation of the Software where the new copy or adaptation is created as an essential step in the utilisation of the Software in conjunction with the Merchant's computer system and is not used in any other manner;

(c)   make and keep one back-up copy of the Software in machine readable form on diskettes solely for the purpose of being used in the event that the original Software supplied pursuant to this Licence Agreement is lost, destroyed or rendered unusable. The Merchant shall label the back-up copy of the Software with the name of the computer program, the serial and version number and the copyright and trade mark notices appearing on the original copy of the Software supplied to the Merchant.

Restrictions on Use

2.8   The Merchant shall not:

(a)   use the Software on a computer network or multi-user computer environment unless the Merchant has paid the Licence fees applicable to computer networks or multi-user environments;

(b)   transmit the Software on the Internet or supply the Software to others as a part of a bureau service or similar service or for resupply alone or as a component of any other product;

(c)   subject to clauses 2.6 and 2.9, sell, hire, loan, licence, distribute or grant any other rights or otherwise transfer or deal with or dispose of the Software;

(d)   do any acts which circumvent the copy protection code which forms part of the Software;

(e)   except as permitted by clause 2.7(b), reproduce, adapt, modify, disassemble, decompile, translate, reverse engineer the Software or any part thereof or create a derivative work based on the Software or any part thereof;

(f)   reproduce, copy, adapt, modify or otherwise reproduce Documentation or part thereof;

(g)   remove, conceal, deface, amend or in any way alter the copyright, trade mark and other proprietary notices appearing on or contained within the Software or Documentation;

(h)   procure, permit or authorise the doing of the acts referred to in sub-paragraphs (a) - (f) of this clause.

2.9   The Merchant shall not finance the acquisition of the Software and Licence by lease or hire purchase arrangement with a third party without first obtaining

CardGate.net's consent in writing. CardGate.net may withhold its consent if the third party does not agree to be bound by this Licence Agreement.

3.   MODIFICATIONS, UPGRADES AND ENHANCEMENTS

3.1   The Merchant acknowledges and agrees that modifications, upgrades and enhancements may be required to the Software and Documentation in the event that:

(a)   banks or other financial institutions change protocols which allow access to their computer systems or change their computer systems or terminals;

(b)   changes are made to laws, regulations or rules governing or regulating banking or other financial institutions or the provision of credit;

and the Merchant shall be required to pay an additional fee for the modified, upgraded or enhanced Software and Documentation if (and only if) the Merchant elects (by giving written notice to CardGate.net) to accept and use the modified, upgraded or enhanced Software.

3.2   CardGate.net shall not be liable to the Merchant for any direct or indirect loss or damage (including economic loss and special and consequential damage), liability, expense or costs caused or arising out of :

(a)   modifications, upgrades or enhancements required to the Software or Documentation by reason of the matters set out in clause 3.1(a)-(b);

(b)   the Software not being operational by reason of the matters referred to in clauses 3.1(a)-(b).

(c)   CardGate.net not being able to make or make in a timely manner the modifications, upgrades or enhancements required to the Software or Documentation by reason of the matters set out in clause 3.1(a)-(b).

4.   SUPPORT FOR THE SOFTWARE

4.1   Technical support services and advice with respect to the use, operation and maintenance of the Software can be obtained from the Dealer.

4.2   In the event that the Dealer is unable to provide the technical support services and advice for the Software required by the Merchant, CardGate.net shall provide such services upon written request from the Merchant at CardGate.net's then current fee schedule for support services.

4.3   CardGate.net's technical support and advice services are only available during business hours 9.00 am - 5.00 pm, Monday to Friday, excluding public holidays.

5.   SECURITY

5.1   The Merchant shall be responsible for the use, supervision, management and control of the Software. The Merchant shall ensure that the Software is protected at all times from unauthorised access, use or misuse and loss, damage or destruction.

Back-up copies of Merchant's Data and Files

5.2   The Merchant shall back-up copies of its data and files on a regular basis and keep the said copies in a safe and secure place.

6.   WARRANTIES AND DISCLAIMERS

6.1   CardGate.net warrants that the Software Owner is the owner of the Intellectual Property subsisting or which may subsist in the Software and Documentation except for third party libraries.

6.2   CardGate.net warrants that it is licenced by the Software Owner to grant the Licence.

6.3   Subject to clauses 6.4 and 6.5, CardGate.net warrants that the Software will operate on computer systems having the configuration set out in the Documentation and will perform on such computer systems in accordance with the functional and technical specifications set out in the Documentation.

6.4   CardGate.net does not warrant that the Software is completely error or bug free or that the Documentation is completely error free.

6.5   The warranties referred to in clause 6.3 and 6.4 do not apply where the Software does not operate or perform in accordance with the functional and technical specifications in the Documentation due to:
        (a)   changes made by banks or other financial institutions to their computer systems or terminals, or protocols which allow access to their computer systems; or
        (b)   defects or failures Banks' or other financial institutions' computer systems or terminals; or
        (c)   banks not allowing external interfacing of software with their computer systems or terminals; or
        (d)   operator error or data error; or
        (e)   changes to the Merchant's computer system, including the configurations and the operating and application software.

6.6   CardGate.net gives no express warranties other than those set out in this Section.

6.7   Except where:

(a)   conditions or warranties are implied into this Licence Agreement for the supply of the Software, goods or services by CardGate.net to the Merchant by the Trade Practices Act 1974 (Cth), other similar laws of the States and Territories of the Commonwealth of Australia or any other applicable laws; and

(b)   such implied conditions or warranties cannot lawfully be excluded,

CardGate.net excludes all implied conditions and warranties, including, but not limited to, implied conditions or warranties with respect to merchantability or fitness for particular purpose.

6.8   Where the Software does not conform with the warranties referred to in clauses 6.1 and 6.2 or any warranty implied into this Licence Agreement by the Trade Practices Act 1974 (Cth), other similar laws of the States and Territories of the Commonwealth of Australia or any other applicable laws, CardGate.net shall at its sole discretion either rectify the defect in the Software or Documentation or refund the fees paid for the Software or Material.

7.   LIMITATION OF LIABILITY

7.1   Subject to the provisions of clause 7.2 and where such limitation of liability is not prohibited or avoided by the laws of the Commonwealth of Australia and its States and Territories, the liability of CardGate.net, for:

(a)   any breach of any implied or express conditions and warranties (other than implied conditions and warranties as to title, encumbrance and quiet enjoyment of the Software or Documentation supplied under this Licence Agreement); and

(b)   any loss or damage (including economic loss and special and consequential damages)

arising out of or in relation to the supply of the Software, Documentation or any goods or services provided by CardGate.net shall be limited, at CardGate.net's option to any one or more of the following:

(i)   in the case of the Software, Documentation or any goods supplied by CardGate.net, to the lesser of:

(A)   the cost of the Software or Documentation or any goods; or
(B)   the costs of making modifications to the Software, Documentation or any goods;

(ii)   in the case of any services supplied by CardGate.net, to the lesser of:

(A)   the re-performance of such services; or

(B)   the payment by CardGate.net of the costs of re-performance of such services.

7.2   The Merchant agrees that to the extent that such liability may be limited under the laws of the Commonwealth of Australia, its States and Territories, CardGate.net shall not be liable for any special, direct or indirect incidental and/or consequential damages, including but not limited to economic loss, loss of use of the Software, loss of use of data or information of any kind however caused or failure of the Software to operate at any time for any reason except as set out in clause 7.1.

8.   NON-EXCLUDABLE STATUTORY RIGHTS TO BE RETAINED

8.1   Nothing in this Licence Agreement is intended or shall be construed as excluding or modifying any warranties or conditions implied or any rights or remedies conferred on the Merchant or any liability imposed on CardGate.net by the Trade Practices Act 1974 (C'th) and similar laws of the States and Territories of the Commonwealth of Australia and any other laws applicable to this Licence Agreement with respect to the supply of the Software, goods or services, if the law in question may not lawfully be modified or excluded.

9.   TERMINATION

9.1   CardGate.net shall be entitled to terminate this Licence Agreement by giving notice in writing to the Merchant whereupon this Licence Agreement shall absolutely terminate and cease to have effect if:

(a)   the Merchant breaches clause 2.8 and 2.9 of this Licence Agreement;

(b)   the Merchant breaches any other term of this Agreement and fails to rectify the breach within 30 days of written notice being given by CardGate.net, requiring rectification thereof;

(c)   the Merchant defaults in payment of any moneys due and payable to CardGate.net;

(d)   the Merchant (if a natural person) commits any act of bankruptcy or becomes a bankrupt;

(e)   the Merchant (if a corporation) goes into liquidation or is wound up (other than for the purposes of reconstruction or amalgamation);

(f)   the Merchant has a receiver or receiver manager appointed over any of its assets or proposes to enter into any scheme of arrangement or composition with its creditors;

(g)   the Merchant (if a partnership) is dissolved or terminated or the members are changed without prior written notice to CardGate.net or any member of the partnership commits an act of bankruptcy or becomes bankrupt or is in jeopardy of becoming subject to any form of insolvency administration;

(h)   CardGate.net is unable to for any reason whatsoever to make the modifications, upgrades or enhancements required to the Software or Documentation by reason of the matters set out in clause 3.1(a)-(b);

(i)   (unless CardGate.net and the Merchant have agreed as contemplated by clause 3.1 that CardGate.net will modify, upgrade or enhance the Software to enable it to operate) the Software does not operate or cannot be used because:

(i)   the bank or other financial institution has changed the protocols which allow access to their computer systems or terminals or have changed their computer systems or terminals;

(ii)   changes have been made to laws, regulations or rules governing or regulating banking or other financial institutions or the provision of credit;

(iii)   the bank or other financial institution no longer allows interfacing with the bank's computer systems and/or terminals.

9.2   Any lawful termination of this Licence Agreement shall be without prejudice to the rights and liabilities of the parties arising prior to termination.

9.3   Upon the termination of this Licence Agreement, the Merchant shall:
   (a)   immediately cease the use of the Software;
   (b)   within seven (7) days of the termination of this Licence Agreement:

        (i)   return to CardGate.net or the Dealer the Software and Documentation and certify in writing to CardGate.net that it has not retained any copies of the Software and Documentation or parts thereof;
        (ii)   erase from all storage devices the Software.

9.4   The provisions of clauses 9.2 and 9.3 shall survive the termination of this Licence Agreement.

10.   ASSIGNMENT

This Licence Agreement and the rights granted pursuant to this Licence Agreement cannot be assigned without the prior written approval of CardGate.net.

11.   GOVERNING LAW

11.1   This Licence Agreement shall be construed and governed by the laws of the State of Victoria, Australia.

12.   FORCE MAJEURE

12.1   CardGate.net shall not be liable for delays in the performance of any of its obligations under this Licence Agreement due directly or indirectly to causes beyond its control, including but not limited to acts of God, strikes or inability to obtain labour or materials on time.

13.   SEVERABILITY

13.1   In the event that any, or any part of the terms, conditions or provision contained in this Licence Agreement shall be determined invalid, unlawful or unenforceable to any extent then such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

14.   WAIVER

14.1   No forbearance, delay or indulgence by CardGate.net in enforcing the provisions of this Licence Agreement shall prejudice or restrict its rights, not shall any waiver of its rights operate as a waiver of any subsequent breach or in any way affect the validity of the whole or any part of the Licence Agreement nor prejudice CardGate.net's rights to take subsequent action.

15.   NOTICES

15.1   All notices and any permission, consent, approval or authorisation required to be given to this Licence Agreement by CardGate.net or the Merchant shall be in writing and delivered either in person or sent by post or facsimile transmission to the addresses or to the facsimile numbers specified in Schedule Item 8.

16.   ENTIRE LICENCE AGREEMENT

16.1   This Licence Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to, or variation of, any provision of this agreement shall be binding upon the parties unless made by written instrument signed by a duly authorised representative of each of the parties hereto.

17.   ACKNOWLEDGMENT

17.1   The Merchant acknowledges that it has carefully read the provisions of the Licence Agreement and has understood them.

18.   AUTHORITY TO EXECUTE

18.1   Each of the parties warrants its power to enter into this Licence Agreement.
18.2   Any individual executing this Licence Agreement on behalf of the parties represents and warrants that he or she has been fully empowered to execute this Licence Agreement and that all necessary action to authorise the execution of this Licence Agreement has been taken.

SCHEDULE

IMPORTANT: PLEASE FILL IN THIS SCHEDULE!

Item	
1	**Date of Licence Agreement**
2	**Merchant:** Name: Address: Telephone: Facsimile: E-mail: Contact Person:
3	**Dealer:** Name:
4	**Merchant type: e.g. grocery store/hardware store/milk bar**
5	**Software Owner**: UMD IP Pty Ltd (A.C.N. 006 132 065)
6	**Merchant POS Computer System: e.g. Pentium 100PC, MSDOS 6.22**
7	**Software:** **Name:** EFTLink EFTPOS Interface Software
8	**Notices:** CardGate.net Pty Ltd PO Box 9250 Scoresby, Vic 3179 **Merchant** Name: Address: Telephone: Facsimile: Contact Person:

IN WITNESS WHEREOF the parties have entered into this Agreement on the date specified in Schedule Item 1.

THE COMMON SEAL of **CARDGATE.NET PTY LTD**)

A.C.N. 086 679 950 was   )

hereunto affixed in accordance with its Articles   )

of Association in the presence of:)

_____ Director

_____ Secretary

MERCHANT

THE COMMON SEAL of   )

                                     was   )

hereunto affixed in accordance with its Articles   )

of Association in the presence of:)

_____ Director

_____ Secretary

OR

SIGNED FOR AND ON BEHALF OF _____

by _____

_____ Signature

_____ Title

ANNEXURE "B"

Trade Marks

1.   "CardGate.net"

   A.   "CardGate.net" is the registered trade mark of CardGate.net Pty Ltd, a
           copy of the Certificate of Registration is attached.

   B.   "CardGate.net" is an unregistered trade mark in *.
           CardGate.net Pty Ltd has applied to register "CardGate.net" in the
           Territory. A copy of the Application for Registration of trade mark is
           attached.

2.   Logo/Device (attached)

   A.   Logo/Device is the registered trade mark of CardGate.net Pty Ltd., a
           copy of the Certificate of Registration is attached.

   B.   Logo/Device is an unregistered trade mark in *.
           CardGate.net Pty Ltd has applied to register the logo/device. A copy of
           the Application for Registration of trade mark is attached.

This is the annexure referred to in the Dealer Agreement made between **CardGate.net**

and _____

dated _____.

_____ Signature

_____ Signature

1305 Sf149 EFTLink Dealer Agreement