



MPay Global Limited
Distributor Information Form

MPay Account Number

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Name of Retailer: Date of Birth (optional):

Principal trading address:

Company registration number (if applicable)

Registered office (if different to above address)

VAT number (if applicable)

Distributor's unique number (MID):

Principal contact person within organisation:

Preferred contact time for principal:

Sole Trader partnership private limited company plc LLP Charity

Other (please specify):

Services supplied:

mobile top-up domestic calling cards international utility bills travel

other (please specify)

Type of business of retailer;

news agent restaurant supermarket other (please specify)

Store location:

high street shopping centre neighbourhood country/village

other (please specify)

Ethnicity of customer base:

Muslim Hindu Sikh Jewish Catholic Church of England Christian

Other (please specify)

Existing terminals:

debit/credit card E Top-up Utility Travel Other (please specify)

Supplier to Retailer:

Paypoint Payzone E-Pay Other (please specify)

Anti-money laundering information/document attached:

passport driving licence utility bill tenancy home owner other (please specify)

Commission and Fees Rates:-

Operator Name	Retailer %

Retailer's signature

Dated:

Print name:

DISTRIBUTION AGREEMENT

Incorporating Terms and Conditions of Business of M Pay Global Limited
THIS AGREEMENT is made this _____ day of _____ 2012
BETWEEN MPAYGLOBAL LIMITED whose registered office is at 5 Chigwell Road, London E18 1LR being a Company incorporated and registered in England with Company Number 08232135 ("the Company"); and of (and is a registered company whose registered office is at) ("the Distributor")

GENERALLY

(i) The Company acts as a smart shop for retailers whereby the Company creates access to various businesses from various key platforms so as to help retailers increase footfall, boost revenue and increase profit. The Company offers products and services through various devices such as mobile telephones, electronic tablets, computers and other electronic devices for the purpose of end users purchasing goods or services and in respect of which retailers have the facility to accept by electronic means payments and to facilitate the transfer of funds without geographical limitation under the brand name of "MPAYGLU".

(ii) The Distributor carries on the business of

DEFINITIONS

- "Assigned Territory" means the United Kingdom.
- "Data" means all and any information provided by the Retailer.
- "Database" means the information of any kind stored electronically or otherwise.
- "Initial Term" means the period of 1 year from the date of this Agreement.
- "Leads" means any introduction or any provision of details of prospective end user customers for the use of the Company's products supplied to the Retailer by the Company or otherwise obtained by the Retailer.
- "Restrictive Business" means the business of the Company.

INTERPRETATION

- Reference herein to the masculine includes the feminine and vice versa. Reference herein to the singular includes the plural and vice versa. Reference herein to including shall be construed to mean without limitation.
- Any time period referred to in this Agreement shall refer to a calendar day or calendar days. A business day shall mean any day except Saturdays, Sundays and in the event of any period herein expiring on a Saturday, Sunday or Bank Holiday then such period shall be deemed to continue to the following business day.

OPERATIONS

- The Company appoints _____ as its Distributor to obtain business for the Company throughout the Assigned Territory.
 - The Distributor shall seek business on behalf of the Company from consumers including other retailers.
 - The Distributor shall only be allowed to use intellectual property associated with and owned by the Company and use the brand name or brand names of the Company after having first obtained written approval from the Company.
 - The Distributor will promote only such products and services, at such prices and use only such promotional material as is authorised by the Company in writing in advance. For the avoidance of doubt the Distributor shall allow the Company to display the Company's advertising material in the front window and also at and within the premises of the Retailer.
 - The Distributor shall where required by the Company liaise with the Company in respect of the preparation of any promotional and/or marketing agenda but the Company's decision shall be final on the same. The Distributor shall be responsible for the marketing costs save for any marketing expenses as shall be shared or contributed to respectively by separate agreement between the Company and the Distributor. Company shall also be entitled to receive direct "load" requisition and payment therefrom from retailers and/or other retailers within the Assigned Territory.
 - The Distributor shall be paid such commission as shall have been agreed between the Parties overleaf or separately in writing.
 - The Distributor shall retain full records etc. [to discuss with Vikram]
 - The Company shall receive "load" requisition and associated payments from retailers and others within the Assigned Territory. The scope of services offered by the Company shall include offering mobile phone users and other users via electronic devices the flexibility and convenience to top up their talk time, pay utility bills, buy air rail and other travel services movie tickets and any other services or products from time to time available any time or anywhere and by any method of payment, including (but not limited to) cash, debit card and store value cards and additionally to purchase services and products conveniently with their mobile telephone or any other electronic device. The Company shall not be liable for any costs incurred by the Retailer other than the costs of the services.
 - The Company shall whenever possible offer assistance and support to the consumers and/or retailers and/or the Distributor.
 - The Distributor, having been provided with details of the Company's services which include mobile telephone phone pre-paid/top-up services, travel services, utility bill payments and other electronic payment services via customers' electronic devices which are offered by the Company, shall use its best endeavours to promote such services and in respect of which the Company shall offer support to the Distributor and any retailer as appropriate.
 - The Company shall not be liable in any manner for any claims whatsoever made against the Distributor by consumers and/or retailers within the Assigned Territory or any other agency providing any service and the Distributor shall fully and effectually indemnify the Company against any such claims.
- THE PARTIES AGREE THAT-
- The Distributor shall be the non-exclusive Distributor of the Company within the Assigned Territory for an initial period of one year from the date of this Agreement. Thereafter this Agreement shall automatically continue on the same terms as herein contained save that each party shall have the right to terminate the contract by giving 2 calendar months written notice of their intention to terminate the contract. For the avoidance of doubt, the earliest date upon which such notice may be given will therefore be the 1st day of the 11th month following the day of this Agreement. In the case of termination, the Distributor shall ensure that any funds as "Load" in its account are utilised as per the terms of this Agreement and the Company shall ensure that satisfactory services are provided to all of the retailers and/or distributors within the Assigned Territory who have paid for services prior to the termination of this Agreement and limited to the extent of the services already paid for.
 - The Distributor agrees to abide by all and any of the Company's standard operation procedures, code of conduct and service standards for various services and any reasonable requirements and obligations to be provided to the Retailer from time to time
14. TERM
- This Agreement takes effect from the date of this Agreement and shall continue in force for the Initial Term and thereafter unless this Agreement is terminated in accordance with the termination provisions of this Agreement.
15. PRICING TERMS
- The Retailer shall pay and be liable to pay for all taxes, duties including without limitation any value added taxes as applicable for transactions covered by this Agreement.
 - Commission shall be paid by the Company to the Distributor at such rate or rates as shall be confirmed by the Company from time to time.
 - All commissions earned by the Distributor during the month shall be added to the Distributor's balance due to the Distributor ("Load"). Commission invoices shall be raised on a monthly basis by the Company at the end of the month during which sales processed as a result of the Distributor's services have occurred. Any discrepancies in the commission invoices submitted by the Company should be notified to the Company by the Distributor in writing within fourteen days of receipt of the commission invoices. Failure to do so will deem the commission invoices correct, binding and uncontested.
 - In the event that the Company accepts the Distributor's contesting of an invoice and items charged in an invoice:
 - 15.3.1. the uncontested portion of such invoice together with all of the value added tax shall be paid by the Company as specified above.
 - 15.3.2. the contested portion of such invoice shall in its first instance be resolved mutually, where the Company and the Distributor use their best endeavours to resolve such dispute. The Parties shall attempt in good faith to resolve the contested or disputed sums. In the event of such attempts at resolving the dispute being unsuccessful the Parties shall first refer the matter to Arbitration or Mediation to resolve the dispute and in the event of a further dispute over the identity of the Arbitrator or Mediator or the matter being incapable of being resolved by Arbitration or Mediation then the matter shall be referred to a Court of Law.
 - 15.3.3. the contested portion of such invoice shall not be deemed overdue until 15 days after such time as the Parties agree the amount due to a Mediator or Arbitrator or court makes their determination. The uncontested portion will be paid as per above.
 - 15.4. All payment queries or notifications of dispute should be sent by fax on the Distributor's headed notepaper to the Company at the Company's registered office aforesaid and simultaneously e-mailed to support@mpay4u.com.

- The Company will make payment of the invoices be electronic transfer to such bank account or via "Load" as shall from time to time be specified by the Retailer.
16. CONFIDENTIALITY
- Each party shall fully preserve the confidentiality of the confidential information of the other party and accordingly, notwithstanding termination or expiry of this Agreement, neither party shall other than for the purposes of communicating with their own professional advisors and without the prior written agreement of the other party either:
 - 16.1.1. communicate or otherwise make available the confidential information of the other party to any third party (other than any of its employees who require such confidential information in connection with their employment and then only if the employee is bound by conditions of secrecy no less strict than those set out in this Agreement, which conditions shall be enforced at the request of the party to whom the confidential information belongs by other party); or
 - 16.1.2. use the confidential information for any purpose other than performing its obligations under or in connection with this Agreement.
 - The obligations set out above shall not apply or shall cease to apply to such of the confidential information as the party concerned may be able to show if the confidential information:
 - 16.2.1. has become public knowledge other than through any fault of the party concerned
 - 16.2.2. was already known to one party prior to disclosure by the other
 - 16.2.3. has been received by one party from a third party who did not acquire it in confidence from the other party or from someone owing a duty of confidence to the other party
 - Either party shall whenever the other party so requests, return on demand all documents and other records containing confidential information in any form and whether or not such document or other record was itself provided by the party owning the confidential information.
 - Upon receipt of a request in writing from the Company the Distributor shall immediately deliver to the Company official written proof of the Distributor's VAT registration, incorporation documentation at Companies House or at such other Companies Registry, audited and management accounts and all business addresses.
17. RESTRICTIONS ON THE PARTIES
- Each party undertakes to the other party that it will not during this Agreement and for a period of twelve months following termination of this Agreement other than with the written consent of either party:
 - 17.1.1. either on its own account or in conjunction with or on behalf of any person solicitor or endeavour to entice away from the other party any person who at the date of this Agreement is (or who within a period of one year prior to the date of this Agreement has been a director, officer, manager, employee or servant of such party whether or not such person would commit a breach of contract by reason of leaving service or office; and
 - 17.1.2. either on its own account or in conjunction with or on behalf of any person deal with or solicit the custom of or endeavour to entice away from the other party any person who at the date of this Agreement (or who would within a period of one (1) year prior to the date of this Agreement has been) a supplier retailer customer or a distributor of that other party business or a business of a party's distributor whether or not such person would commit a breach of contract by reason of transferring business
 - The Distributor undertakes to the Company that save as otherwise agreed between the Parties in writing it will not during the term of this Agreement and for a period of twelve months following termination of this Agreement either on its own account or in conjunction with or on behalf of any person carry on or be engaged concerned (directly or indirectly) and whether as principal, shareholder, director, employee, agent, consultant, partner, retailer or otherwise in carrying on any business which competes with the Company's Restricted Business.
 - For the avoidance of doubt the Distributor hereby agrees not to cause or allow to be caused whether by itself or through any other individual firm company or any other legal entity any soliciting enticing inducing of or dealing with any retailer other distributor supplier client customer or other business contact of the Company for a period of 12 months following termination of this Agreement.
18. TERMINATION
- Without prejudice to any other rights to which the parties are entitled, upon expiry of the initial Term this Agreement may be terminated by either party upon the giving of 2 months written notice to the other and any sums due or payable under this Agreement shall be paid on the termination date.
 - Each party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by notice to the other if the other:
 - 18.2.1. is in material or persistent breach of any of its obligations under this Agreement and either that breach is incapable of remedy or it has failed to remedy that breach within 30 days after receiving a written notice requiring it to do so; or
 - 18.2.2. is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986); or becomes insolvent or is subject to an order of a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction); or has an administrative or other receiver; trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; or enters into or proposes any composition or arrangement with its creditors generally; or is subject to any analogous event or proceeding in any applicable jurisdiction.
 - On expiry or termination of this Agreement:
 - 18.3.1. the Distributor's right to receive the services shall cease automatically and it shall return all equipment documents advertising material and other items of the Company held by the Retailer and which includes the intellectual property of the Company;
 - 18.3.2. the confidentiality and restriction provisions contained within the foregoing paragraphs shall survive the termination or expiration of this Agreement; and
 - 18.3.3. all amounts due from the Distributor under the Agreement shall be paid immediately by the Distributor to the Company.
 - A termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this agreement which is expressly or by implication intended to come into force or continue in force on or after that termination.
19. LIMITATION OF LIABILITY
- Nothing in this Agreement shall limit either party's liability in respect of death, personal injury or fraudulent misrepresentation.
 - The Company's liability to the Distributor for any proven direct losses, damages, costs, claims and expenses arising under this Agreement shall not exceed in aggregate the amount paid to the Distributor under this Agreement.
 - Neither party shall be liable for any indirect, incidental or consequential loss, however arising, including loss of profits, goodwill, date and anticipated savings other than otherwise provided for in this Agreement.
20. REGULATORY
- The Regulations shall be strictly adhered to by the Distributor insofar as they relate to its obligations under this Agreement.
 - The Distributor hereby undertakes to notify and fully inform the Company of any notification that it receives from a regulatory body in relation to an actual or suspected breach of Regulations, such notification to be given within twenty-four (24) hours of receipt by the Retailer.
21. DATA PROTECTION
- For the purposes of this clause, the following terms shall have the following meaning:
 - 21.1.1. "Personal Data" means any information within the Database relating to an identified or identifiable natural person; and
 - 21.1.2. "Processing" means any operation or set of operations which is or are performed on personal data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment, combination, blocking, erasure, merging or destruction.
 - Each party agrees to abide by and procure that its employees, representatives and agents abide by the provisions of the Data Protection Act 1998.
 - The Distributor warrants that it is recognised under the Data Protection Act 1998 and, where required, has provided notice that it exports Personal Data and/or has received any licence or consent necessary to do so lawfully in the country in which it is established.
 - The Distributor warrants that any Personal Data to be exported outside the European Economic Area has been supplied to the Company in accordance with the notice, consent or other requirements of the Regulations.
- 21.5. The Distributor shall notify to the Company, prior to transferring any Personal Data to the Company for export, the purposes for the use of such data, to the extent that such purposes are not otherwise stated in this Agreement.
- 21.6. The Distributor hereby fully and effectually indemnifies the Company and holds the Company harmless from any costs, charges, expense or loss resulting from

the Distributor's breach of the provisions of this clause in relation to the Processing of Personal Data in accordance with the terms of this Agreement and shall notify the Company immediately upon becoming aware of any such breach.

DAMAGES

Without prejudice to any other rights or remedies either may have under this Agreement, both Parties acknowledge and agree that damages alone would not be an adequate remedy for any breach of the provisions of this Agreement and accordingly either party shall be entitled without proof of special damages to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Agreement and shall be entitled to pursue enforcement of any such equitable relief through the Courts of England.

INDEMNITY

The Distributor hereby fully and effectually indemnifies the Company and holds the Company harmless from any costs, charges, expense or loss resulting from the Distributor's breach of this Agreement and the Distributor shall defend and hold the Company harmless from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses which may at any time be suffered or incurred by, or to be asserted against, the Company, directly or indirectly, on account of or in connection with any claim, cause of action, judgment, liability or expense relating to or arising out of the negligent acts or omissions of the Distributor relating to this Agreement.

FORCE MAJEURE

24.1. Subject to due compliance with the following clauses, neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or cause beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil disorder.

24.2. In the event of either party being so delayed or prevented from performing its obligations such party shall:

- 24.2.1. give notice in writing of such delay or prevention to the other party as soon as reasonably possible stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
- 24.2.2. use all reasonable endeavours to mitigate the effects of such delay or prevention upon the performance of its obligations under this Agreement; and
- 24.2.3. resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

24.3. In the event that such delay or prevention continues for more than eight (8) weeks the party whose performance is not delayed or prevented may terminate this Agreement on thirty (30) days written notice to the other party.

ASSIGNMENT, SUB-CONTRACTING, MODIFICATION AND WAIVERS

25.1. The Distributor may not assign, sub-lease, sub-contract, mortgage or otherwise transfer any data item material or equipment belonging to the company and shall not assign, sub-lease, sub-contract, mortgage or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Company (such consent not to be unreasonably withheld or delayed).

Modification

No prior course of dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of or acquiescence in a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified in writing and when signed by all of the Parties or their duly authorised agents.

Waivers and Extensions

No one-time waiver of any agreement or provisions herein contained shall be deemed as a waiver of any proceeding or succeeding breach thereof or of any other agreement or provisions herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of time for the performance of any other obligations or acts. No failure or delay of any party in the exercise of any right given to such party hereunder shall constitute a waiver thereof unless the time specified therein for exercise of such right has expired, nor shall any single or partial exercise or any right preclude the exercise of any further exercise thereof or of any other right.

SEVERABILITY

In the event that any one or more clause within this Agreement shall be found to be void, but would be valid if some part or parts thereof were deleted or amended (including, without limitation, provisions as to the period or area of application) such covenant or covenants shall apply with such minimum modification thereto as may be necessary to make it or them valid and effective.

AMENDMENTS

Any amendment, waiver or variation of this Agreement shall not be binding upon the Parties unless set out in writing, and specifically expressed to amend this Agreement and signed by or on behalf of each of the Parties.

NO AUTHORITY

Nothing in this Agreement shall give the Distributor authority to act on behalf of or hold themselves out as a representative of the Company except for the purposes of implementing this Agreement and in the provision of the services referred to in this Agreement.

NOTICES

29.1. Any notice or other documents required or permitted to be given under this Agreement will, save as expressed elsewhere within this Agreement, be given in writing and delivered to the following addresses:

29.1.1. If the Company 5 Chigwell Road, London E18 1LR

29.1.2. If to the Distributor, then sent to the address of the Retailer stated above.

ENTIRE AGREEMENT

This Agreement and all documents referred to herein, together with any written acknowledgment given by the Company accepting variations in the Terms and Conditions hereof shall constitute the entire Agreement between the Parties in respect of the services to be performed hereunder and will supersede all other such written or verbal communications between them relating to this Agreement.

THIRD PARTY RIGHTS

No term of this Agreement is intended to confer a benefit on, or to be enforceable, by any person who is not a party to this Agreement.

GENERAL

32.1. In this Agreement (except where the context otherwise requires):

- 32.1.1. any reference to the introduction, a clause or a schedule is to the relevant introduction or relevant clause or schedule of or to this Agreement;
- 32.1.2. any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having a separate legal personality);
- 32.1.3. any reference to a statute, statutory provision or subordinate legislation ("Legislation") shall (except where the context otherwise requires) be construed as referring to:
 - 32.1.3.1. such Legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates, or enacts in rewritten form any such legislation; and
 - 32.1.3.2. any former legislation which it re-enacts, consolidates or enacts in rewritten form; and
- 32.1.4. any phrase introduced by the terms "including", "include", "in particular", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

32.2. The appendices and the introduction form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the appendices and the introduction.

LAW AND JURISDICTION

This Agreement shall be subject to English Law and the Parties hereby agree to submit to the exclusive jurisdiction of the English Courts.

We agree to the above terms this _____ day of _____ 2012

SIGNED by _____

For on behalf of the Company _____

SIGNED by _____

For and on behalf of _____