

CanPay Software Inc.

Authorized Dealer Application Form

This application form must be filled out in full before it can be processed. Please print legibly. **This information will be held in strict confidence and is for exclusive use in the CanPay Software Inc. Credit Department.**

COMPANY INFORMATION

Company Name:

Full Legal Name

Address (Physical Location):

Street and Number

City

Province

Postal Code

Billing Address (if different than above):

Street and Number

City

Province

Postal Code

Contact Information:

Telephone

Fax

E-mail

BUSINESS INFORMATION

Business Structure (Check One):

Individual

Partnership

Incorporated

Province of Incorporation:

This Business is a Subsidiary of, or Franchised by:

Years Established:

How Long Under Present Management?

How long at above address?

Property Owned?

Property Leased?

If leased, name of landlord:

Telephone:

Type of Business:

Accounts Payable Contact Name:

Telephone:

Fax:

Estimated Annual Purchases \$:

Credit Limit Requested \$:

PROPRIETORS, PARTNERS, OR PRINCIPAL SHAREHOLDERS:

Contact #1:

Name:

Title:

Address

City

Province

Postal Code

Contact #2:

Name:

Title:

Address

City

Province

Postal Code

BANK REFERENCE**Bank #1:**

<i>Name:</i>	<i>Branch #:</i>	<i>Telephone:</i>	<i>Fax:</i>
<i>Address:</i>	<i>City:</i>	<i>Province:</i>	<i>Postal Code:</i>
<i>Account Type:</i>	<i>Account Number:</i>		

Bank #2:

<i>Name:</i>	<i>Branch #:</i>	<i>Telephone:</i>	<i>Fax:</i>
<i>Address:</i>	<i>City:</i>	<i>Province:</i>	<i>Postal Code:</i>
<i>Account Type:</i>	<i>Account Number:</i>		

CREDIT CARD INFORMATION**Card #1:**

<i>Visa/MasterCard Number and Expiry Date:</i>	<i>Name of Authorized Cardholder:</i>
<i>Visa/MasterCard Number and Expiry Date:</i>	<i>Name of Authorized Cardholder:</i>

REFERENCES**Person #1:**

<i>Name:</i>	<i>Telephone:</i>	<i>Fax:</i>	
<i>Address:</i>	<i>City:</i>	<i>Province:</i>	<i>Postal Code:</i>

Person #2:

<i>Name:</i>	<i>Telephone:</i>	<i>Fax:</i>	
<i>Address:</i>	<i>City:</i>	<i>Province:</i>	<i>Postal Code:</i>

Person #3:

<i>Name:</i>	<i>Telephone:</i>	<i>Fax:</i>	
<i>Address:</i>	<i>City:</i>	<i>Province:</i>	<i>Postal Code:</i>

TERMS AND CONDITIONS

This agreement is between you ("the Dealer") and CanPay Software Inc. ("CanPay"). It governs your right to distribute and install the software ("the Software") and related documentation supplied to you by CanPay. By signing this agreement, you agree to be legally bound by its terms and conditions.

CANPAY RESPONSIBILITIES:

CanPay is committed to the highest standards of excellence in business practices and the design, manufacture and sale of quality software solutions. In pursuit of these goals, CanPay will provide to its authorized dealers:

- Special dealer discounts
- A listing of solid payroll leads in your area.
- Collateral materials, documentation, training, telephone support and first-installation field assistance.
- Sales, marketing and design assistance.
- Help in developing sales and promotional materials.
- Co-op advertising funds (subject to prior approval).
- Support for local tradeshow on a best-efforts basis.
- Form a strong working relationship with the Dealer to build both companies' businesses.

DEALER RESPONSIBILITIES:

By means of acceptance of this application and subject to its acceptance and approval, in writing, the Dealer promises to:

- Use his/her best efforts to sell and support CanPay's products.
- Conduct all business associated with CanPay in a manner which enhances CanPay's reputation and market presence.
- Protect and hold as confidential all CanPay intellectual property and trade secrets.
- Pay account in a timely manner in accordance with the specified terms (overdue accounts subject to monthly service charge).
- Specify CanPay products in every quote possible.
- Install CanPay products in accordance with specifications and to the highest degree of industry standards.
- Form a strong working relationship with CanPay to build both companies' businesses.

LICENCE AND RESTRICTIONS:

CanPay grants the Customer the right to distribute and install the software and related documentation onto client computers. The Dealer may not use, copy, modify, sell, transfer or disclose any part of the Software except as provided in this Agreement.

OWNERSHIP AND COPYRIGHT OF MATERIALS:

CanPay retains all rights, title and interests in and to the Software and all copies thereof. The Software is copyrighted and is protected by copyright laws and international treaty provisions. The Dealer may not remove the copyright and other proprietary rights notices from the Software. The Dealer agrees to prevent any unauthorized copying of the Software. Except as expressly provided herein, CanPay does not grant any express or implied right to the Dealer under CanPay copyrights, trademarks, or trade secret information.

LIMITATION OF LIABILITY:

In no event shall CanPay be liable to the Dealer for any damages whatsoever, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use the software even if CanPay has been advised of possibility of such damages, or for any claim by any third party.

TERMINATION:

Upon violation of any of the provisions of this Agreement, The Dealer's right to sell the Software shall automatically terminate and the Dealer shall be obligated to return all related materials to CanPay.

MISCELLANEOUS:

This Agreement is governed by the laws of the Province of Manitoba and the laws of Canada in force therein. If any part of this Agreement is found to be unlawful, void or unenforceable, then that provision shall be deemed severed from this Agreement and will not affect the validity and enforceability of any of the remaining provisions.

CanPay may revise, amend, or modify this Agreement at any time and in any manner. Notice of any revision, amendment, or modification will be posted on CanPay's dealer web site (<http://www.canpay.com>) and/or by e-mail to authorized dealers.

"CanPay", "GrandMaster", CanPay product logos and other CanPay Software product names are trademarks of CanPay. Other trademarks are the property of their respective owners.

I, _____, _____, have read, understand and acknowledge the commitments of both parties hereto and, accordingly do hereby submit this Dealer Application to gain dealer status. In doing so, I authorize CanPay Software Inc. and its assignees the right to obtain personal and/or business credit and/or financial information from financial institutions or entities with which I/we have done business.

Applicant's Signature:

Date: