



## Product & Service Agreement ("Agreement")

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020

BETWEEN:

\_\_\_\_\_ ("Dealer")

\_\_\_\_\_

\_\_\_\_\_

AND:

POS-n-go Solutions Inc. ("POS-n-go")  
369 Spokane Street  
Kimberley, BC, V1A 2E7, Canada

WHEREAS:

- A. The Dealer wishes to engage POS-n-go to provide POS hardware product and POS-n-go service to the Dealer and,
- B. POS-n-go is willing to provide POS hardware product and POS-n-go service to the Dealer for such a period and on the terms as set out below.

NOW, THEREFORE, IN CONSIDERATION of the mutual promise set forth below, the Dealer and POS-n-go agree as follows:

1. The Dealer will retain all areas of revenue that the Dealer is entitled to from payment processing solutions provided to a merchant.
2. POS-n-go will retain all areas of revenue that POS-n-go is entitled to from point of sale and payment processing solutions provided to a merchant.
3. The Dealer will not, directly or indirectly, solicit or induce a POS-n-go merchant to select or otherwise switch to another payment processor.
4. POS-n-go will not, directly or indirectly, solicit or induce a Dealer merchant to select or otherwise switch to another payment processor.
5. POS-n-go is solely a provider of POS hardware product and POS-n-go service.
6. POS hardware product costs to the Dealer are set forth at:  
[https://posngo.com/posngo\\_pricing.py](https://posngo.com/posngo_pricing.py)

7. POS-n-go will invoice and collect the monthly POS-n-go service fee from the merchant.
8. POS-n-go will pay \$10.00/month/device to the Dealer for each active and paid POS-n-go service installed by the Dealer and will pay that fee quarterly.
9. POS-n-go will provide import of merchant product data at no charge if the data is provided in a compatible format.
10. POS-n-go will provide merchant set up of incompatible product data or other data at a cost of \$50/hour. POS-n-go will invoice the merchant directly for this service.
11. POS-n-go will provide standard merchant support from Monday to Friday (7:00 AM to 7:00 PM Mountain time) through support tickets in the merchant web portal.
12. POS-n-go will provide after hours merchant support at a cost of \$49.99 per incident. POS-n-go will invoice the merchant directly for this service.
13. In the event this Agreement is terminated, POS-n-go shall retain the right to continue collecting the POS-n-go service fee from the merchant and continue to pay the Dealer as per the terms outlined in this agreement.
14. The Dealer will obtain merchant photos for a promotional news story when the Dealer is local to the merchant and where possible.
15. The Dealer agrees to the Terms of Service and Limitation of Liability set forth at: <https://posngo.com/dealer/terms.py>

THIS AGREEMENT will remain in effect until either party provides thirty (30) days written or email notice of termination.

THIS AGREEMENT is signed by the duly authorized representatives of the parties as of the date or dates set out below.

On Behalf of **Dealer**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Per: \_\_\_\_\_

Authorized Signatory

On Behalf of **POS-n-go**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Per: \_\_\_\_\_

Authorized Signatory