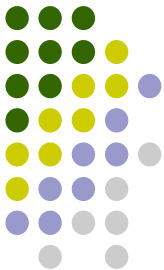


GPOS LTD
66 Mt. Eden Rd.
Mt. Eden
P O BOX 8018, Symonds St
Auckland, New Zealand
www.gpos.co.nz
info@gpos.co.nz

Phone: +64 9 638-8188
DDI: +64 9 623-2176
Fax: +64 9 638-8778



Section A: GPOS Sales Agreement

Company Information

Company Name _____

Trading Name _____

Type of Company _____ GST Registration No _____

Address _____

Postal Address _____

Business Phone _____ Fax _____

Contact _____ E-Mail _____

Section B: GPOS Items and Prices

GPOS Modules	License Prices	Note
GPOS Set up	\$299 + GST	
EPTPOS		Per Month (36 Months)
GPOS Hosting		
GPOS Support		
Total Price(One Pay)		
Total Monthly Price		

I/We the agreement for the GPOS Account hereby declare that the information given in this agreement is true and correct (Section A).

Also I/We authorize GPOS Ltd to use the information for the purposes of supplying hosting and/or services, enforcing debts and other legal obligations owing to GPOS Ltd.

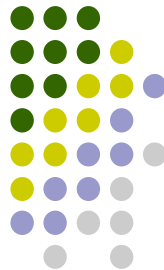
Further, I/We declare, I/We have read and understood the GPOS Prices Lists (Section B) and GPOS Sales Terms and Conditions of Trade set out in Section C.

Name _____ Signature _____ Date _____

GPOS Dealer _____ Signature _____

GPOS LTD
66 Mt. Eden Rd.
Mt. Eden
P O BOX 8018, Symonds St
Auckland, New Zealand
www.gpos.co.nz
info@gpos.co.nz

Phone: **+64 9 638-8188**
DDI: **+64 9 623-2176**
Fax: **+64 9 638-8778**



Section C: GPOS Sales and Hosting Term & Condition

1. Definitions and Interpretations

- 1.1 In this Agreement, the following expressions shall have the following meanings:
"Commencement Date" means the date of this Agreement;
"Data" means that information which is input to, or stored on the System or any part of it and includes Customer's computer records, tables, indices and parameters;
"Dealer" means the GPOS dealer who provides the technical support to customer under this Agreement;
"Licensor" means the party who has licensed and granted the Customer rights to use the Software;

The Supplier and Dealer

- 6.7 The Supplier will satisfy itself that the System is in reasonable working order and condition at the Commencement Date.
6.8 The Dealer will take reasonable steps to identify and confirm the nature of the problem reported by the Customer prior to attending the Client Data.
6.9 We do not be liable to you for:
6.9.1 Any loss or damage in respect of the provision or use of the Services.
6.9.2 Any costs, claims, loss or damage of any kind resulting from your fraudulent, negligent or otherwise unlawful behaviour.
6.9.3 Any costs, claims, loss or damage arising from any information, Client Data, other data or material provided to us by you or on your behalf.
6.9.4 Any costs, claims, loss or damage arising from customer without data backup.

2. Term

This Agreement commences on the Commencement Date and shall remain in force until terminated.

3. Scope of Services

- 3.1 The Supplier agrees to provide Software or Hosting Services at the Data Centre to keep the System in, or restore it to, good working order through the remote Control.
3.2 Support Services will be provided by the GPOS Dealer, GPOS will handle the GPOS setup.
3.3 The Dealer may provide those services at standard time and material rates and conditions then in effect.
3.4 The Debug Services will be delivered in accordance with the bug Levels specified in the GPOS software.
3.5 Support Services do not include service where a defect is caused by:
3.5.1 Improper use;
3.5.2 Failure by the Customer to provide a suitable physical environment;
3.5.3 Alterations, amendments or attachments to the System which have not been approved in writing by the Supplier;
3.5.4 Fire, floods, lightning, earthquake and any other events over which the Supplier has no control;
3.5.5 The Customer internet not working.
3.5.6 Service work not performed by the Supplier.
3.6.7 Hackers or other outside interference.

4. Charges and Payments

- 4.1 The Charges for the Hosting, sales and Support Services shall be as set out in the Agreement. Additional services that fall outside the scope of hosting Services shall be charged to the Customer in accordance with the Supplier's standard rates applicable at that time. GST will be payable by the Customer, at the rate applicable at the time of supply. Any new tax or duty, other than income tax, shall be paid by the Customer.
4.2 The Charges shall be invoiced in advance. Where the Supplier performs additional services, such services shall be invoiced monthly.
4.3 The address for invoices will be as specified in the agreement. The Supplier shall include sufficient details in each invoice to enable the Customer to identify the particular service that is the subject of the invoice.
4.4 The Customer shall pay the Supplier's invoice within 7 days from the date of receipt.
4.5 The Customer pay each bill by the due date for payment set out in it. If you do not we may charge you interest at a rate we specify and which is equivalent to our bank overdraft interest rate plus 2% per annum on the overdue amount from the due date until payment of the relevant amount and we may also recover from you all legal and related collection costs incurred by us arising from the collection of any amount which you owe to us and which you do not pay to us then due.
4.6 No refunds of advance payments will be given under any circumstances

5. Additions and Change Request

- 5.1 The Customer may ask for new functions or changes in the Hosting Services during the term of this Agreement. Any such changes will be advised by the Customer submitting a written request to the Supplier ("Additions Request").
5.2 The Supplier will consider the Additions Functions Request and, within 2 business days of receiving it, the Supplier will either:
5.2.1 Submit a written proposal to the Customer confirming the Supplier's agreement to the New Functions ("Proposal"); or
5.2.2 Give written notice to the Customer advising that the new functions are not agreed and detailing the reasons. The Supplier may not unreasonably withhold agreement to any change request.

6. Responsibilities of the Parties The Customer

- 6.1 The Customer shall give the Supplier reasonable access to and the use of the general facilities and services of the hosting server access in order to enable the supplier to perform its obligations under this Agreement.
6.2 The Customer will keep secure any passwords used to access to the hosting server.
6.3 The Customer accept responsibility for all Client Data, information and material you issue over any Service, and indemnify us and hold us harmless against any liability relation thereto. In particular you undertake that you shall not publish or issue any Client Data or information which is illegal or defamatory. You also acknowledge that we do not vet or approve any Client Data, information or material available through the Service and that we do not accept any liability. You access and use such Client Data, information and material at your own risk.
6.4 The Customer will appoint the appropriate and authorised persons from its staff to liaise with the Supplier as set out and agreed in the Service. The Customer will ensure that such staff are reasonably available to the Supplier as required for consultation and guidance with regard to all information, facilities and services reasonably required by the Supplier for the performance of its obligations under this Agreement.
6.5 The Customer will be provided right information and data to supplier for setup. The customer responsible for the data and software backup, you will conduct such tests and computer virus scanning as may be necessary to ensure that Client Data uploaded by you onto or downloaded by you from the server does not contain any computer virus and will not, in any way, corrupt the data or systems of any person;

7. License (Copy Right)

- This software is protected by copyright laws and remains the sole property of GPOS. The License covers the usage of GPOS software for the purpose of Point of Sales system, Inventory Control, Return Material Management, Tool Management Control and Online Sales and Purchasing. By hosting and using this GPOS Software License, customer agree to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, promptly return the uninstalled media and accompanying items to GPOS at the address indicated below.
7.1 Copyright. The Software is owned by GPOS Corporation, and protected by New Zealand copyright laws and international treaty provisions. Therefore, you must treat this Software like any other copyrighted material. You may not make this Software or copies there of available in any manner or form or use, copy or transfer the Software, in whole or in part, except as provided herein.
7.2 Other Restrictions. You may not rent or lease this Software to any other party. You may not alter, merge, modify, adapt, reverse engineer, decompile or disassemble the software, or disclose the contents of the Software to any other party.
7.3 Term of Agreement. This Agreement and the license granted herein may otherwise be terminated by GPOS Corporation. In the event that you are in breach of any provision of this Agreement. In the event of termination, you agree to immediately return this Software, accompanying items, and any copies thereof to GPOS Corporation.
7.4 DISAGREEMENT TO THIS LICENSE CONDITIONS, PLEASE RETURN THE PRODUCT TO THE FOLLOWING ADDRESS:
66 Mt Eden Mt Eden Auckland
7.5 NEITHER GPOS CORPORATION, NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT OR RELATED TO THIS AGREEMENT EVEN IF GPOS CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL GPOS CORPORATION'S LIABILITY HERE UNDER, IF ANY, EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE SOFTWARE. Governing Law. This agreement and the Limited Warranty described herein shall be governed and construed in accordance with the laws of New Zealand. ALL RIGHTS NOT EXPRESSLY GRANTED IN THIS AGREEMENT ARE RESERVED BY GPOS CORPORATION.

8. Staffing

- 8.1 Prior to the commencement of any duties, the Supplier upon request will make available to the Customer details of its personnel who will undertake the Maintenance Services. Further details may be sought from the Supplier of any person proposed to the Customer.
8.2 The Customer will advise if any personnel of the Supplier are not acceptable and the reasons shall be discussed with the Supplier. Acceptance by the Customer of any personnel shall not be unreasonably withheld.
8.3 The Customer, acting reasonably, may at any time advise the Supplier that acceptance of any of the Supplier's personnel is withdrawn. The reasons shall be discussed and agreed with the Supplier. In the event that this includes any breach of security or confidentiality, the person must be immediately withdrawn from all duties relating to the maintenance of the Customer's System.
8.4 The Supplier's staff shall:
8.4.1 Comply with all reasonable requests and instructions of the Customer's staff; and
8.4.2 Comply with the Customer's health, safety and security procedures at all times when on the Customer's premises.

9. Disputes and Remedies

- 9.1 The parties agree to use their best efforts to resolve any dispute that may arise under the Agreement through good faith negotiations.
9.2 Any dispute arising under this Agreement which cannot be settled by negotiation between the parties or their respective representatives shall be submitted to mediation before commencing any litigation. Either party may initiate mediation by giving written notice to the other party.
9.3 If the parties can not agree a mediator within 2 working days of the notice, then the mediator will be selected by the President for the time being of LEADR (Lawyers Engaged in Alternative Dispute Resolution) or its successor.
9.4 The parties shall continue to perform their obligations under the Agreement as far as possible as if no dispute had arisen pending the final settlement of any matter referred to mediation.
9.5 Nothing in this clause shall preclude either party from taking immediate steps to seek urgent equitable relief before a New Zealand Court.

10. Confidentiality

Both parties agree that, unless they have the prior written consent of the other, they will not use or disclose to any third party (other than for the purpose of performing this Agreement) the terms and conditions of this Agreement or any information confidential to the other party. The obligations of this clause 9 shall survive termination or cancellation of this Agreement.

11. Intellectual Property Rights Indemnity

- 11.1 The Supplier will indemnify the Customer against and will at its cost defend or settle any claim, suit, action or proceeding (collectively called "Action") brought against the Customer to the extent that the Action is based on a claim that the Customer's use of Maintenance Services supplied by the Supplier constitutes a breach of any patent, copyright, trade secret or other proprietary right of a third party, provided that:
11.1.1 The Customer fully co-operates with the Supplier in defending or settling the Action and makes its employees available to give statements, advice and evidence as the Supplier may reasonably request;
11.1.2 The Supplier is notified promptly in writing of any Action and is given complete authority and information required for the conduct of the defence or settlement of the Action; and
11.1.3 The Supplier shall have the sole control of the conduct of any Action and all negotiations for its settlement or compromise.

12. Force Majeure

- 12.1 Neither party will be liable for any act, omission, or failure to fulfil its obligations under this Agreement if such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters (called "Force Majeure").
12.2 The party unable to fulfil its obligations due to Force Majeure will immediately:
12.2.1 notify the other in writing of the reasons for its failure to fulfil its obligations and the effect of such failure; and
12.2.2 use all reasonable endeavours to avoid or remove the cause and perform its obligations.

13. Waiver

No delay, neglect or forbearance by either party in enforcing against the other any provision of this Agreement will be a waiver, or in any way prejudice any right, of that party.

14. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be severed and the remainder of the Agreement will remain in full force and effect.

15. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other party.

16. Assignment

Neither party may assign, contract, or transfer its rights or obligations under this Agreement without the prior written consent of the other parties, which shall not be unreasonably withheld.

17. Amendments

Any modification to or variation of this Agreement must be in writing and signed by authorised representatives of the Supplier and the Customer.

18. Entire Agreement

The parties acknowledge that this Agreement contains the whole of the contract and understanding between them. There are no conditions, warranties or other understandings affecting the arrangements between the parties other than those set out herein and this Agreement replaces all prior Agreements and understandings (if any) with respect to the subject matter of this Agreement.

ACKNOWLEDGMENT

BY INSTALLATION OF THIS SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FORE GOING AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSED OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE LICENSE DESCRIBED HEREIN

Initials_____