

CORPORATE SECRETARY'S CERTIFICATE

I, _____, Filipino, of legal age, being the Corporate Secretary of _____ (the "Corporation"), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at _____, do hereby certify that at the special meeting of the Board of Directors of the said Corporation held on _____ at its principal office, at which a quorum was present, the following resolutions were unanimously adopted and approved, and remains in full force and effect, to wit:

"RESOLVE, AS IT IS HEREBY RESOLVED, that the Corporation appoints and designates the following officers:

NAME	TITLE	SPECIMEN SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

to represent the Corporation and any and all of its existing branches or sales outlets, as well as those branches or sales outlets that may be established/opened/accredited in the future in its transaction with **Metrobank Card Corporation (A Finance Company)** ("MCC") particularly in connection with the following:

- (i) to enter into the merchant program of **MCC** and any and all transactions as maybe required and necessary to be concluded to carry the objectives and operations of the program including but not limited to the use and/or availment of certain facilities and resources of MCC; and
- (ii) to sign, execute and deliver any and all applications, contracts, documents, forms, instruments and/or other similar writing with the SOLE signature of any of them, for and in behalf of the Corporation;

RESOLVE FINALLY, as it is hereby resolved, That the Corporation ratify and confirm, as it hereby ratifies and confirms, the acts aforementioned officers relative to the authorities and powers herein granted them."

That the foregoing resolutions have not, in any way, be amended, rescinded, or revoked, and are in full force and effect as of date hereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____ day of _____ 20__ at _____.

CORPORATE SECRETARY

SUBSCRIBED AND SWORN to before me this ____ day of _____ 20__ at _____ exhibited to me this residence certificate No. _____ issued on _____ at _____.

Doc No. _____
Page No. _____
Book No. _____
Series of 20__ _____

WEEPOS Terminal Agreement

This Terminal Agreement is a contract between the merchant and WEEPAY. This agreement applies to the duration of your use of the WEEPOS terminal and it is in relation to the Merchant Agreement given to you. This agreement focuses on the proper use of the POS terminal and defining the parties held liable for the WEEPOS terminal.

- I. Merchant is expected to safe keep all materials supplied by WEEPAY during the period of the service. POS terminal/s in MERCHANT's possession is for MERCHANT's exclusive use only unless indicated otherwise under the Agreement between the MERCHANT and WEEPAY. The POS terminal/s can only be used by the business of the merchant that was inspected by WEEPAY Merchant Consultants and is accredited by WEEPAY.
- II. It is the sole responsibility of the MERCHANT to keep the POS terminal/s safe. It is expected that the MERCHANT will use the POS terminal properly and maintain it in good condition. WEEPAY will not be held liable for any damages or loss of the POS terminal/s when it is in MERCHANT's possession.
- III. MERCHANT is responsible for the use of the POS terminal/s. Only WEEPAY authorized and trained personnel/s of the MERCHANT can use the POS terminal/s. All persons using the POS terminal/s shall be deemed to be employees of the MERCHANT and underwent the training by WEEPAY. WEEPAY is not responsible for any dispute between MERCHANT and its employees in the use of the POS terminal/s.
- IV. All use of the POS terminal/s shall be deemed to be authorized by the MERCHANT. WEEPAY is not held liable for disputes on the authority of the transaction while the POS terminal is in the possession of the merchant.
- V. MERCHANT will cooperate with WEEPAY in cases of misuse of the POS terminal/s and in the prevention and detection of fraud.
- VI. The MERCHANT shall indemnify WEEPAY and will be held liable for the claims, losses, demands or expenses incurred by WEEPAY as a result of the use or misuse of the POS terminal/s.
- VII. The MERCHANT will not sell or lease any dealings with the POS terminal/s. MERCHANT will not remove or alter any tags attached to the POS terminal/s or part of the POS terminal/s which indicate WEEPAY's ownership of the terminal.
- VIII. Any POS terminal/s and other peripherals given to the MERCHANT shall remain the property of WEEPAY and shall be surrendered to WEEPAY on demand and at the end of the use of the service.
- IX. All POS terminal/s shall be returned to WEEPAY upon termination of this Agreement or when the MERCHANT ceases to do business. All POS terminal/s may also be pulled-out from the MERCHANT in special cases, such as renovation or transfer of location as advised by WEEPAY Management.
- X. WEEPAY may terminate the service upon deliberation of the performance of a MERCHANT. All POS terminal/s in possession of the MERCHANT shall be surrendered to WEEPAY as advised by WEEPAY Management.
- XI. WEEPAY may charge the MERCHANT the costs of the POS terminal/s and/or costs of repairing the POS terminal/s if it were a result of theft or improper handling by the MERCHANT or its employees.
- XII. In the event that the POS terminal/s or any of the peripherals given to the MERCHANT is/are lost while in the possession of the MERCHANT due to its fault and negligence, the MERCHANT shall pay WEEPAY for the cost of loss. Rates are as follows:

Description	Unit Cost in PHP
Dial-Up POS terminal and all peripherals	30,000.00 (Ex-Vat)
GPRS-enabled POS terminal and all peripherals	40,000.00 (EX-Vat)

- XIII. MERCHANT will not deny WEEPAY's right to access, repossession or disposition of the POS terminal/s pursuant to this Agreement or otherwise be jeopardized by any person or situation within the control of the MERCHANT.
- XIV. WEEPAY will be responsible for any servicing, repairs or replacements in case of damages, except when damage is due to the MERCHANT'S negligence. MERCHANT will allow WEEPAY authorized personnel to access the POS terminal/s.
- XV. The MERCHANT will not permit any third party to maintain or replace the POS terminal/s without prior written consent of WEEPAY.

I hereby swear that I have read and understood the contents of this agreement stating the conditions in the use of the WEEPOS terminal and the liabilities herewith.

IN WITNESS WHEREOF, the parties have herein affixed their signatures, this _____.

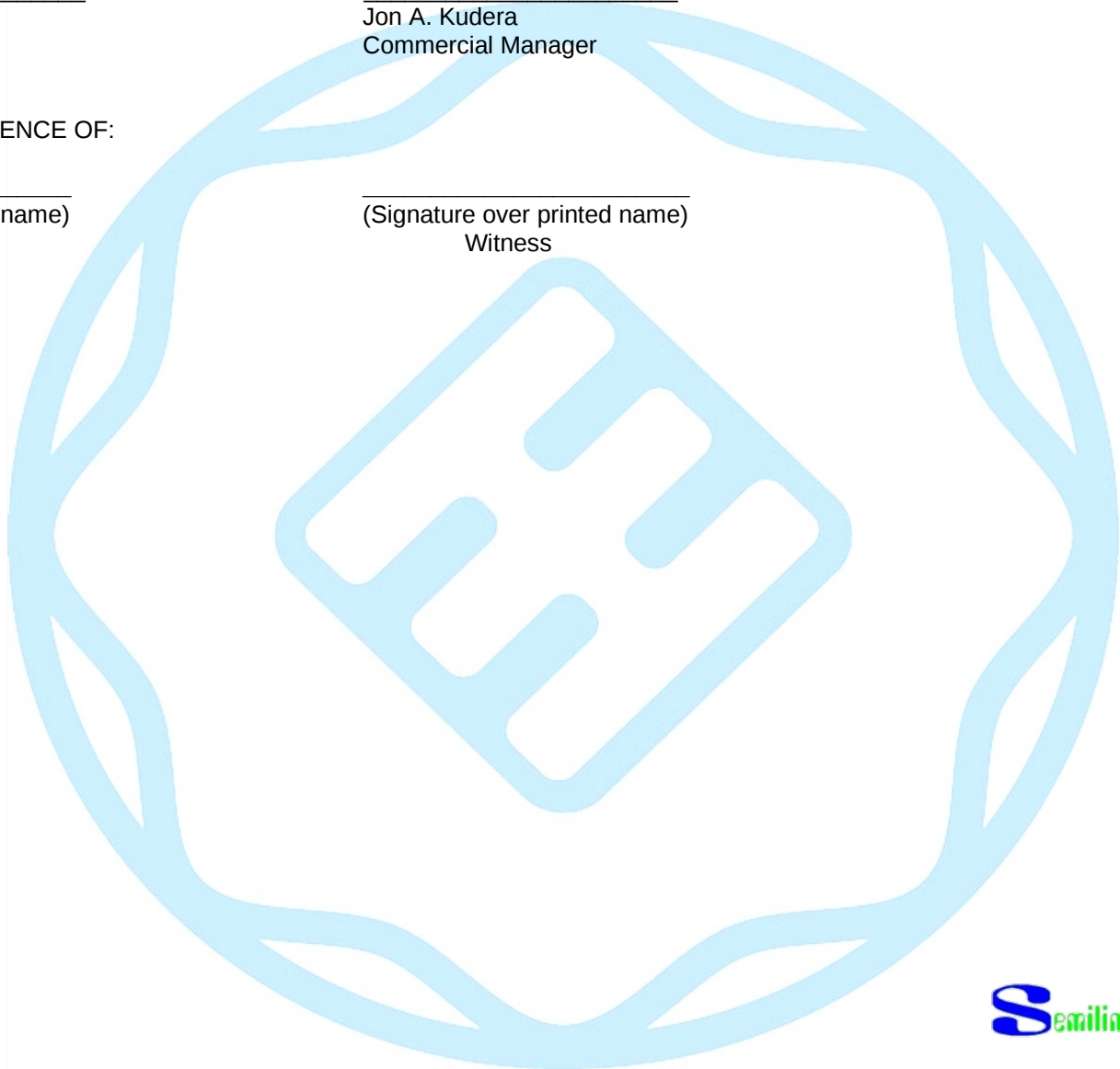
By: _____
 Name
 Authorized Signatory

WEEPAY Payment Processing Corp.
 By: _____
 Jon A. Kudera
 Commercial Manager

SIGNED IN THE PRESENCE OF:

 (Signature over printed name)
 Witness

 (Signature over printed name)
 Witness



WEEPOS WISE AND MSF AGREEMENT

This Agreement is a contract between the merchant and WEEPAY. This agreement applies to the duration of your use of the WEEPOS terminal and it is in relation to the Merchant Agreement given to you.

Services Offered	Integration Fee (WISE)	Monthly Service Fee	Lock-in Period	Monthly Sales Target	Merchant Discount Rate (MDR)
Credit, Debit, ATM, E-loading, Bills Payment and Remittance* <small>*to be announced</small>	Php1,680	Dial-up Php 1500** GPRS Php 2,000 **	12 months	None	Credit Card Rate: 3.5% + 0.5 Vat Debit/ATM Rate: 2.0%

****Would vary depending on mode of payment selected by the merchant**

Type of Terminal:

- Dial-Up
 GPRS

No. of Terminals:

_____ (specify quantity per type)

Remarks:

Approved by: _____

- XVI. As a matter of policy, all WEEPAY merchants will pay Monthly Service Fee (MSF) and WISE.
 XVII. Merchant agrees to pay Integration Fee (WISE) upon installation of terminal.
 XVIII. Merchant agrees to pay recurring Monthly Service Fee (MSF) to WEEPAY every 21st of the next month.

Merchants have the following options to pay the MSF (Please check selected mode of payment):

_____ **Post-Dated Checks (PDC)**

- Merchant will issue 12 post-dated checks (21st of every month) to Weepay Payment Processing Corporation as payment for the duration of 1 year WEEPOS Service.
- **Merchants who issue PDC will only be charged a discounted Monthly Service Fee of only Php 1,500.00 (Dial Up)/ Php2,000.00 (GPRS)**

_____ **Monthly Deposits to Weepay Account**

- Merchants who are not able to issue PDC will pay a Monthly Service Fee of **1,500.00 (Dial Up)/ Php2,000.00 (GPRS)**

Merchants will directly deposit to Weepay account every cutoff.

Bank: Metrobank (Magdalena Branch) Account Type: Savings Account
 Bank Account No.: 073-3-07370200-4

Bank: BDO (Valero Branch) Account Type: Savings Account
 Bank Account No.: 001380327685

Bank: Eastwest Bank Account Type: Savings Account
 Bank Account No.: 4902-02905-8

- XIX. A 5% late payment fee will be applied for every month not paid. Non-payment of MSF for two (2) months will result to automatic pull-out of terminal.

Sincerely,

Weepay

Conforme:

 Merchant Name & Signature