


This is Exhibit "A" referred to in
the affidavit of Donald James Young
sworn before me this 23rd day of
July, 2016



A Notary Public in and
for the Province of Manitoba



8. Application Terms

FOR MERCHANTS AND GUARANTORS: As the person signing below on behalf of the business Merchant, you certify that you are an owner, partner, director or officer of the Merchant and have been duly authorized to sign this Card Acceptance and Gateway Application on behalf of the Merchant. Merchant and each guarantor signing below (each a "Guarantor") hereby acknowledge that at the time of application they have each received and read, and hereby agree to be bound by, all of the terms of (1) this Card Acceptance and Gateway Application including the Personal Guarantee, the Pre-Authorized Debit Agreements for Card Fees and Other Service Fees and Schedule "A" (the Fee Schedule) and (2) the Merchant Agreement. The terms set out in this Application take effect when this Application is signed by or on behalf of Merchant. The terms of the Merchant Agreement take effect on the Effective Date set out in the Merchant Agreement.

IF MERCHANT DOES NOT WISH TO ACCEPT ALL OF THE TERMS OF THIS APPLICATION AND THE MERCHANT AGREEMENT, IT MUST NOTIFY US WITHIN TEN (10) DAYS OF THE DATE OF THIS APPLICATION, IMMEDIATELY RETURN ALL MATERIALS PROVIDED TO MERCHANT AND NOT ACCEPT PAYMENT INSTRUMENTS OR SUBMIT TRANSACTION DATA TO US OR USE THE MERCHANT NUMBER ASSIGNED TO IT. UPON RECEIPT OF SUCH MERCHANT NOTIFICATION WITHIN TEN (10) DAYS OF THE DATE OF THIS APPLICATION, THIS APPLICATION AND THE MERCHANT AGREEMENT SHALL BE NULL AND VOID AND WE SHALL HAVE NO OBLIGATION TO MERCHANT WHATSOEVER WITH RESPECT TO ANY TRANSACTION DATA OR OTHERWISE.

Merchant, each Owner of the Merchant Identified above and each Guarantor ("you" or "you") consent to Home Trust and PSiGate or their designees investigating and verifying your credit and financial information, and obtaining credit reports from credit reporting agencies or credit bureaus on each of you (and this is prior written notice for so doing). If this Application is approved, subsequent credit reports may be obtained and used in connection with the maintenance or renewal of the Agreement. PSiGate will provide the name of the credit reporting agency or credit bureau upon request.

You agree that all business references, including banks, may release any and all credit and financial information to Home Trust or PSiGate for the purpose of evaluating the suitability of Merchant for the services you have requested in this Application. You expressly consent to Home Trust's and PSiGate's collection, use and disclosure of this and other personal information Home Trust or PSiGate may collect in connection with our relationship with you to administer, service and enforce your Agreement, and otherwise in accordance with our Privacy Code (Home Trust's Privacy Code is available at hometrust.ca/privacycode.aspx and PSiGate's Privacy Code is available at psigate.com/privacy) and specifically as part of our credit investigation, and acknowledge that your social insurance number (if provided), date of birth and driver's license number will be used for credit matching and identity verification throughout the term hereof. Home Trust and PSiGate may exchange your personal information with financial institutions (including without limitation the parties to this Agreement) and Card Associations for the purpose of providing you with the requested products and services and for security measures in relation to your account. Home Trust and PSiGate may use your personal information to determine your eligibility for, and to offer you, additional products and services unless you ask us not to by calling us at 1-877-903-2133 ext. 5075. A file containing your personal information will be maintained at our offices and will be accessible by our authorized employees and agents. Home Trust and PSiGate use service providers located outside of Canada to provide merchant processing and other services and as such personal information may be processed outside of Canada and be subject to applicable foreign legal requirements including lawful requirements to disclose personal information to governmental authorities in certain circumstances. For more information, or to request access to or correction of personal information, contact our Chief Privacy Officer at privacy@hometrust.ca.

You represent that you are entering into this Agreement in your capacity as a business and not as an individual consumer.

The individual(s) signing below represent and warrant that all information on this Application, and the related information submitted in conjunction with the Application, is true, complete and not misleading. The Application now belongs to the Servicers. Merchant understands that the application fee is non-refundable.

ANY UNILATERAL ALTERATION, STRIKEOVER OR MODIFICATION TO THE PREPRINTED TEXT OR LINE ENTRIES OF THIS CARD ACCEPTANCE AND GATEWAY APPLICATION AND MERCHANT AGREEMENT SHALL BE OF NO EFFECT WHATSOEVER, AND IN THE SERVICERS' DISCRETION, MAY RENDER THIS APPLICATION INVALID.

By signing below, you declare that you are not acting on behalf of a third party and that the account referred to herein does not have any beneficial owners. Facsimile and electronic versions of executed copies of this Agreement shall be binding and enforceable against the parties and have the same force and effect as if they were original signatures.

APPLICABLE TO THE PROVINCE OF QUEBEC ONLY: It is the express wish of the parties that this Application and any related documents be drawn up and executed in English. Les parties conviennent que la présente autorisation et tous les documents s'y rattachant soient rédigés et signés en anglais.

9. Personal Guarantee

In exchange for the Servicers' acceptance of the Agreement, the undersigned Guarantor(s) unconditionally and irrevocably guarantee, jointly and severally, (and for Quebec purposes, solidarily), performance of the Merchant's obligations under the Agreement and prompt payment of all sums due from Merchant under this Agreement. In the event of default by Merchant hereunder the Guarantor(s) waive all rights to notice of default, to the benefit of division and discussion and agrees to indemnify and save the Servicers harmless from and against any and all amounts due from Merchant under the Agreement. Guarantor confirms that this is a guarantee of payment and not of collection and that the Servicers are relying upon this guarantee in entering into the Agreement. The Guarantor's obligations under this guarantee are continuing, unconditional and absolute and without limiting the generality of the foregoing shall not be released, discharged, limited or otherwise affected by and the Guarantor hereby waives to the greatest extent permitted by law, any act or omission of any person or any other circumstance whatsoever which might constitute a legal or equitable discharge, limitation or reduction of the Guarantor's obligations hereunder. The Servicers may proceed against Guarantor(s) without pursuing Merchant.

10. Acceptance

MERCHANT SIGNATURE 	MERCHANT SIGNATURE
PRINT NAME, TITLE, DATE (DD/MM/YY) REDDY CFO 02/06/16	PRINT NAME, TITLE, DATE (DD/MM/YY)
GUARANTOR SIGNATURE	GUARANTOR SIGNATURE
PRINT NAME, TITLE, DATE (DD/MM/YY)	PRINT NAME, TITLE, DATE (DD/MM/YY)
HOME TRUST / COMMUNITY (O.B.E.U) SIGNATURE	ADDITIONAL SERVICES (INTERACTIVE GATEWAY MIC (O.B.E.U)) SIGNATURE
PRINT NAME, TITLE, DATE (DD/MM/YY)	PRINT NAME, TITLE, DATE (DD/MM/YY)



which a Card is used that involves a sale, refund or adjustment in the amount of a sale or refund.

- jj. "Transaction Records" include sales slips and credit slips, which may be paper-based or electronic records that you give the Cardholder showing the amount of the Transaction and whether the Transaction was approved or declined by the Card issuer;
- kk. "User Documentation" means the welcome letter you received regarding the set-up of your Merchant account with additional details regarding the provision of the Services, including instructions on integration with the Software, and any other information Servicers may provide you regarding your Merchant account.

Article B -- Card Acceptance Services

The following provisions apply to both Card Present Transactions and Card Not Present Transactions, unless otherwise specified.

2. Authorization.

- a. Merchant shall comply with any authorization procedures, including pre- and post-authorization procedures, set out in this Agreement, in the User Documentation and the Card Association Rules, and as the Servicers may otherwise direct from time to time.
 - b. Merchant acknowledges that Authorization: (i) indicates only the availability of credit at the time of Authorization; (ii) does not warrant that the person presenting the Card is the rightful Cardholder; and (iii) is not an unconditional promise or guarantee by Servicers that any Transaction will not be subject to Chargeback.
 - c. Servicers shall have no obligation to process any Transactions initiated with a Card type not selected by Merchant in the Application and Servicers shall be entitled to decline such Transactions without first attempting to obtain an Authorization. In the event any such Transaction is inadvertently not declined by Servicers and is authorized by a Card issuer or Card Association, Merchant shall be fully liable for each Transaction, as if the Card type was selected by Merchant in the Application.
3. Merchant agrees to accept all valid and unexpired Cards presented by Merchant's customers for payment, and to honour any Card presented regardless of type of Card or Card Association.
4. Merchant shall process all of its Transactions exclusively through the Servicers hereunder and shall not, directly or indirectly, process any Transactions through any third party.
5. Merchant is permitted to provide discounts to Cardholders for paying by different payment methods (credit or debit) and is permitted to provide differential discounts among different Card Associations.
6. If in your Application you have elected to accept credit Cards from a particular Card Association, you are not required to accept debit Cards from that same Card Association, and vice-versa. For Card Present Transactions this applies to mobile-based payments as well as card-based payments.
7. In respect of Card Present Transactions, if in your Application you consented to accept Contactless Transactions (whether card-based or mobile-based), you may cancel that acceptance at any time without penalty by giving us written notice. Cancellation will take effect once we confirm receipt of that notice. If Fees in respect of mobile-based Contactless Transactions increase relative to Fees in respect of card-based Contactless Transactions, you may cancel your acceptance of mobile-based Contactless Transactions without penalty by giving the Servicers 30 days' written notice while maintaining all other terms of this Agreement, including without disabling your acceptance of card-based Contactless Transactions. Cancellation of your mobile-based Contactless Transactions will take effect once we confirm receipt of your cancellation notice.
8. Merchant is not permitted to do any of the following:
- a. charge Cardholders a fee or surcharge for accepting Cards;
 - b. require a Transaction minimum value for accepting Cards;
 - c. mislead any Cardholder into believing that his or her Transaction is being processed on one Card when it is actually being processed on another Card;
 - d. use the Services for illegal purposes, or to interfere with or disrupt other users of the Services; or
 - e. use any Card other than for the sole purpose of completing a bona fide Transaction.

9. Merchant shall submit Transaction Records to Servicers no later than the next business day immediately following the day that Transactions are originated, in the manner indicated in the User Documentation or as otherwise directed by Servicers.

10. Merchant is not permitted to submit a Transaction:

- a. prior to the term or following termination of this Agreement;
- b. while Merchant is in breach of this Agreement;
- c. while the Merchant or any of its affiliates or directors, officers, employees, agents or representatives are listed on the Member Alert To Control High-Risk merchants list of MasterCard (the Match List) in Canada or the United States;
- d. if Merchant has previously sent the same Transaction to another acquiring bank and that acquiring bank has declined to process the Transaction;
- e. that has failed address verification;
- f. that is already subject to a partial refund under this Agreement or otherwise;
- g. that is known or suspected to be fraudulent or unacceptable by the Servicers regardless of whether Merchant has been given notice of such Transactions by the Servicers;
- h. for the purchase of products or services that are illegal in Canada or the United States;
- i. for a customer who is a shareholder, director, officer, employee, agent or representative of Merchant or any of its affiliates;
- j. that was made in connection with an e-wallet, virtual cash or other payment aggregation service;
- k. for a good or service that is being sold for a price other than the posted price; or
- l. for a good or service that has been returned to Merchant.

11. In respect of each Transaction, Merchant represents and warrants to the Servicers that:

- a. it represents a legitimate sale of goods or services by Merchant to a Cardholder in the ordinary course of Merchant's business;
- b. it was not previously submitted under this Agreement;
- c. it represents an obligation of the cardholder for the amount of the Transaction;
- d. the amount of the Transaction is only for the goods or services sold including applicable taxes;
- e. the amount charged for the Transaction is not subject to any dispute, offset or counterclaim;
- f. Merchant has no reason to believe that the Transaction is fraudulent or not authorized by the Cardholder, or that the enforceability or collectability of the Cardholder's obligation is or could be impaired in any way; and
- g. it was made in accordance with, and complies with the terms of, this Agreement, the User Documentation, the Rules and applicable law.

12. Settlement.

- a. The Servicers will settle with you by crediting your Settlement Account with an amount equal to the total of your sales Transactions less your refund Transactions. The Servicers' standard funding schedule is weekly, one week in arrears, following settlement batch close of the Merchant's terminal. An alternative funding schedule may be imposed at Servicers' discretion, based on a number of credit and risk considerations. Servicers will give Merchant reasonable advanced notice of any such change in funding schedule. All credits to the Settlement Account or other payments to Merchant are subject to final audit by the Servicers and the Servicers have a right to debit or credit the Settlement Account to correct any errors.
- b. The transfer of settlement funds is normally conducted by electronic funds transfer (EFT) to your Settlement Account. Due to the nature of EFT, the electronic networks utilized for the movement of funds, and the fact that not all financial institutions belong to the EFT network, payment to Merchant may be delayed. Servicers will not be liable for any delays in transfer of settlement funds or errors in debit and credit entries caused by third parties.
- c. Servicers reserve the right to divert and hold all settlement funds when Servicers are investigating any breach of this Agreement by Merchant or have reasonable cause to believe that Merchant may have violated a provision of this Agreement, the User Documentation or the Rules, or is engaged in illegal or fraudulent activity.

For ease of reference – copy to be compared to Agreement

12. Settlement

- a. The Services will settle with you by crediting your Settlement Account with an amount equal to the total of your sales Transactions less your refund Transactions. The Services standard funding schedule is weekly, one week in arrears, following settlement batch close for the Merchant's terminal. An alternative funding schedule may be imposed at Servicers' discretion, based on a number of credit and risk considerations. Servicers will give Merchant reasonable advanced notice of any such change in funding schedule. All credits to the Settlement Account or other payments to the Merchant are subject to final audit by the Servicers and the Servicers have a right to debit or credit the Settlement Account.

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