

GLOBAL EXCHANGE BILLING, LTD. MERCHANT AGREEMENT

THIS AGREEMENT IS MADE BETWEEN Global Exchange Billing, Ltd., ("GXB") a Nevada limited liability company whose address is 1117 Desert Lane #868, Las Vegas, Nevada 89102, and _____, a _____ corporation whose address is _____, and whose email address is _____.

WHEREAS Global Exchange Billing, Ltd. (hereinafter referred to as "GXB") provides exclusive global internet billing solutions for e-commerce merchants of goods and services. The GXB suite of solutions include Voice Access, Modem Access, GX900, GX900 Canada and SMS passwords.

WHEREAS Merchant wishes to utilize GXB's billing e-commerce billing solution(s).

1. DEFINITIONS

- 1.1 The "Agreement" means this Agreement with Schedules as modified from time to time.
- 1.2 "Carrier" means the independent telephone company or companies responsible for transport, billing and collection of GXB's billing solutions.
- 1.3 "FTC" means the United States of America Federal Trade Commission.
- 1.4 "GXB" is Global Exchange Billing, Ltd., a Nevada limited liability company whose address is 1117 Desert Lane #868, Las Vegas, Nevada 89102, its successors and assigns.
- 1.5 "GX900" means a 900 based voice/PIN billing solution for United States based customers.
- 1.6 "GX900 Canada" means a 900 based voice/PIN billing solution for Canada based customers.
- 1.7 "ICSTIS" means the Independent Committee for the Supervision of Standards of Telephone Information Services.
- 1.8 The "Merchant" means the other party to this contract.

- 1.9 "Modem Access" means a dial up e-commerce billing solution for non-United States based customers.
- 1.10 "SMS Passwords" means the method established by GXB that allows users to pay by mobile telephone upon receipt of a password by a reverse billed premium rate text message
- 1.11 The "Service" means the micro payments clearing service provided by GXB to the Merchant.

1.12 "Software-Products" means everything included in or made available as part of the software package(s) listed on the attached Exhibit A and/or in any invoices, and any supplemental media supplied by GXB. Software-Products includes, but is not limited to: all computer programs, source code, object code, scripts, graphics files, bit-mapped images, graphics, M-PEGs, animations, video, audio, sounds; applets, and behaviors; documentation, including printed Java code/files, data files, drawings, designs and copy; and any updates, enhancements and modification thereto as well as any intellectual property of GXB or its affiliates employed or used to provide the Service.

1.13 "Start Date" means the date upon which GXB evidences its acceptance of this contract by execution and delivery.

1.14 "Transaction" means a completed process of valid payment for the Service made by the Merchant's customer.

1.15 "Voice Access" means a broadband e-commerce billing solution for non-United States based customers.

2. GENERAL

2.1 This Agreement shall not be assigned by the Merchant without the prior consent in writing of GXB which may, in the sole and absolute discretion of GXB, be withheld for any or no reason.

2.2 If any provision of this Agreement shall be found to be unlawful or unenforceable then such unlawful or unenforceable provision shall be struck from the Agreement and the remainder of the Agreement shall continue in full force and effect as far as is possible.

2.3 This Agreement shall be construed under Maryland law, and United States federal law where applicable, and the parties hereby submit themselves only to the jurisdiction of the federal and/or state courts of Maryland to the exclusion of all other courts. If the Merchant is not a resident of Maryland or doing business in Maryland it hereby consents to the entry of a judgment issued by a Maryland court in any jurisdiction, including non-United States, where it conducts business or maintains an office, inventory or assets, and it shall not contest entry or enrollment of such judgment on the basis of jurisdiction, venue or any other reason.

2.4 This Agreement represents the entire agreement between the parties regarding the Service, and no prior representations whether orally or in writing shall be deemed to have any bearing whatsoever on this Agreement.

2.5 Nothing in this Agreement shall be construed by either party as constituting a partnership or joint venture between the parties. Other than the limited purpose of providing e-commerce billing solutions, GXB is in no way affiliated with the Merchants' services, goods, products, affiliates, or the operation or conduct of its business.

2.6 All notices served under this Agreement shall be sent by the notifying party to the receiving party at an address shown above, or such other address as the receiving party may have previously provided in writing to the notifying party.

2.7 All notices served by one party on the other under this Agreement shall be sent by express mail such as DHL or by electronic means, and shall be deemed to be served three days after delivery to the express mail service, except in the case of electronic mail which shall be deemed served eight hours following transmission.

2.8 Any failure by either party to exercise any of its rights under this Agreement shall not constitute any waiver of any such rights.

2.9 Headings in this Agreement are intended only to enhance readability and do not form part of the Agreement.

3. THE MERCHANT'S OBLIGATIONS

3.1 The Merchant shall comply with all technical specifications issued from time to time by GXB.

3.2 The Merchant shall comply at all times and in all respects with all applicable laws and regulations regarding its use of the Service.

3.3 The Merchant shall keep confidential the contents of this Agreement, the Software-Product and all information communicated to the Merchant by GXB regarding the Service throughout the term of this Agreement and indefinitely followings the termination of this Agreement. The Merchant, nor anyone acting on its behalf, shall not attempt to reverse engineer any Software-Product or make same available to any third party. It shall impose this obligation on any of its employees with access to the Software-Product.

3.4 The Merchant indemnifies and holds GXB harmless from any and all losses, claims, actions, judgments, suits, obligations, damages, liabilities, costs, expenses arising out of any breach of this Agreement by the Customer/Merchant, or arising out of any claim, demand or suit brought against GXB as a result of the Service provided by it to the Merchant.

3.5 The Merchant shall immediately report forthwith to GXB any fraud or suspected fraud involving the Service or any claim asserted against it related to the Service.

3.6 THE MERCHANT REPRESENTS AND WARRANTS TO GXB THAT ITS PRODUCTS AND SERVICES DO NOT VIOLATE ANY STATE, UNITED STATES OR FOREIGN LAWS AND REGULATIONS IN EFFECT WHEREVER THE MERCHANTS' GOODS OR SERVICES ARE OFFERED. IF THE MERCHANT

OFFERS ADULT CONTENT TO CONSUMERS IT HEREBY REPRESENTS AND WARRANTS TO GXB THAT ITS CONTENTS DO NOT VIOLATE ANY STATE, UNITED STATES OR FOREIGN LAWS AND REGULATIONS IN EFFECT WHEREVER THE MERCHANTS' GOODS OR SERVICES ARE OFFERED. THE MERCHANT FURTHER REPRESENTS AND WARRANTS THAT ALL MODELS EMPLOYED IN PROGRAMMING OF AN ADULT NATURE ARE OLDER THAN EIGHTEEN YEARS OF AGE, THAT THE MERCHANTS GOODS AND SERVICES ARE IN COMPLIANCE WITH STATE, UNITED STATES OR FOREIGN LAWS REGARDING THE PROTECTION OF CHILDREN, INCLUDING WITHOUT LIMITATION, 18 U.S.C. 2257 AND 28 C.F.R. PART 75, AND THAT RECORDS VERIFYING THE AGE OF MODELS ARE KEPT IN STRICT ACCORDANCE AND COMPLIANCE WITH THE LAWS OF THE UNITED STATES.

3.7 The Merchant acknowledges that the Software-Product is protected by United States copyright laws, and where applicable, the copyright laws of other nations.

4. GXB'S OBLIGATIONS

4.1 GXB shall employ reasonable business practices to continue the Service in operation without interruption during the term of this Agreement. It does not, however, guaranty that the Service will not be interrupted.

4.2 GXB shall employ reasonable practices so that interruptions as are necessary for the correct maintenance of the Service shall occur so as to minimize disturbances to the Merchant.

4.3 GXB reserves the right to suspend the Service wholly or partly without compensation and without notice in its sole and absolute discretion if (i) it learns of fraudulent activity or suspected fraudulent activity concerning the use of the Service; (ii) directed to do so by the FTC, or by any Court of competent jurisdiction, or by any U.S. Federal Agency, or by any other competent authority; or (iii) if the Merchant violates any term of this Agreement.

5. PAYMENT

5.1 All payments to the Merchant are quoted and shall be paid in United States Dollars unless otherwise indicated and are net of Value Added Tax or any other tax (except GXB's income taxes), which may be levied from time to time.

5.2 For merchants providing Modem Access to their customers, the scale of payments due to the Merchant for purchases by their customers using the Service is updated monthly on the GXB website. As updated, these rates are made a part of this Agreement.

5.3 For merchants providing Voice Access to their customers, the scale of payments due to the Merchant for purchases by their customers using the Service is updated monthly on the GXB website. As updated, these rates are made a part of this Agreement.

5.4 For merchants providing SMS Passwords to their customers, the scale of payments due to the Merchant for purchases by their customers using the Service is updated monthly on the GXB website. As updated, these rates are made a part of this Agreement.

5.5 For merchants providing GX900 Canada to their customers, the scale of payments due to the Merchant for purchases by their customers using the Service is updated monthly on the GXB website. As updated, these rates are made a part of this Agreement.

5.6 For merchants providing GX900 to their customers, payment from GXB to the Merchant shall be made sixty (60) days after the last day of the month in which the GX900 transaction takes place. GXB shall remit to the Merchant eighty-percent (80%) of gross receipts actually received from the Carrier. In most cases the Carrier will retain a portion of gross billed monies from the customer as a "reserve". Within thirty (30) days of release to GXB of any monies held in "reserve" by the Carrier, GXB will pay to the Merchant eighty-percent (80%) of gross receipts received from the Carrier's "reserve" fund.

5.7 GXB reserves the right to change the GX900 payments at any time upon not less than three (3) days' notice in writing to the Merchant.

5.8 Other than payments provided for under Section 5.5 and 5.6, GXB will make payments by check or wire transfer to the Merchant as follows: GXB's collection cycle for monies earned ends on the last day of each calendar month (Billing periods 1st thru last calendar day of each month).

Payments for these transactions are made on a monthly basis about 30 days in arrears. For example, revenue generated during the one-month period ending June 30th will be paid to Merchant on or about August 1st.

5.8 GXB reserves the right to withhold some of or all of the payment to the Merchant indefinitely in the following cases:

- i. if the amount of the payment is smaller than Fifty Dollars such sum being held over for payment in the following calendar month;
- ii. if a dispute has arisen regarding claims of fraudulent activity concerning the use of the Service until the investigation concludes in favor of the Merchant;
- iii. if an investigation by the FTC or ICSTIS, or by any court of competent jurisdiction, any state, federal governmental or international entity, or by any other competent authority concludes that there has been fraudulent activity concerning the use of the Service;
- iv. if GXB's designated Carrier fails to pass sufficient monies onto GXB for calls accumulated by the Merchant; or
- v. When the Merchant's GX900 gross revenue collected by GXB for any one calendar month declines by 25 percent or more from the average of the three immediately preceding (3) prior calendar months, GXB may require the Merchant to increase the Carrier "reserve" if GXB determines that doing so will protect it

from chargebacks by the Carrier, which reserves shall be paid to the Merchant as soon as GXB determines that revenues have increased to a level where retention is not necessary.

6. TERM AND TERMINATION

6.1 This Agreement shall become effective on the Start Date and continue until terminated in accordance with the provisions of this Section 6.

6.2 This Agreement may be terminated by either party giving not less than three (3) days' notice to the other party.

6.3 This Agreement may be terminated by GXB without notice upon the breach by the Merchant of any material obligations under this Agreement; provided, that if GXB, in its sole and absolute discretion determines that the breach is capable of being remedied the breaching party shall have ten (10) days from receipt of notice of breach to remedy such breach, and further provided that no more than one (1) remedy in any twelve (12) month period shall be permitted.

6.4 This Agreement shall terminate if the Merchant is declared bankrupt, or declared insolvent, or an administrator or receiver is appointed therefor, or makes arrangements with its creditors other than for the purposes of a bona fide restructuring of the capital of the Merchant.

6.5 Termination of this Agreement by a party shall not release the parties from their obligations under this Agreement which remain outstanding as at the date of such termination.

6.6 The Merchant represents and warrants to GXB that it will not engage in any of the following activities any of which shall be grounds for immediate termination by GXB without opportunity to remedy:

- i. SPAM, including but not limited to E-mail, Instant Messages, Chatrooms, Newsgroups, ICQ and IRC;

- ii. Promote or contain content of any software that enables the rights of third parties to be invaded or infringed, including but not limited to: Warez, Passwords, MP3;
- iii. Promote or contain content of bestiality, rape, child pornography or depiction of an image of a nude person whether real or fictional under the age of eighteen (18), any acts of violence, or any illegal activity. This includes meta tags, text, links, graphic(s) or any HTML;
- iv. Attempt to mislead or defraud GXB or the Carrier;
- v. Provide incorrect or incomplete account information;
- vi. Hits or signups generated as a requirement to enter or obtain access to goods or services on your or a third party's website;
- vii. If any individual found to be in violation of 3rd party copyright, trademark, patent or any other intellectual property right violation or infringement;
- viii. If any webmaster found to have cheated or defrauded any other sponsor;
- ix. Sites hosted on non-adult free hosts that do not permit adult content; or
- x. Any misrepresentation of any site(s) GX900, GX900 Canada, modem access, voice access or SMS passwords is utilized on, including but not limited to, misrepresenting the costs per minute, terms, or content contained within said site(s).

If the Merchant engages in any one or more of the above activities, ALL of the Merchant's accounts shall be terminated without further payment and all monies accrued but unpaid shall be forfeited; provided, however, this shall not be GXB's sole recourse against the Merchant, all other rights and remedies being hereby reserved.

7. LIMITATION OF LIABILITY

7.1 GXB'S ENTIRE LIABILITY AND THE MERCHANT'S SOLE AND EXCLUSIVE REMEDY AS TO DEFECTIVE SOFTWARE PRODUCTS SHALL BE THE REPLACEMENT OF THE DEFECTIVE SOFTWARE PRODUCTS.

7.2 GXB SHALL HAVE NO LIABILITY OR OBLIGATION FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE, PERFORMANCE OR NON-PERFORMANCE OF THE SOFTWARE AND SHALL NOT BE LIABLE TO THE MERCHANT FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR DATA LOSS OR DESTRUCTION, EVEN IF GXB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 IF THE DISCLAIMER OF LIABILITY SET FORTH IN SECTION 7.2 IS FOUND NOT ENFORCEABLE BY ANY COURT OF COMPETENT JURISDICTION, THEN, IN SUCH EVENT, THE MAXIMUM DAMAGES RECOVERABLE BY THE MERCHANT FROM GXB SHALL BE A SUM OF MONEY EQUAL TO THE FEES PAID BY THE MERCHANT TO GXB FOR THE SERVICES DURING THE THREE (3) MONTHS PRECEDING THE OCCURRENCE OF THE CLAIM GIVING RISE TO THE LOSS, AND IF NO SUCH FEES WERE PAID DURING THOSE THREE MONTHS, THAN THE FEES PAID BY THE MERCHANT TO GXB DURING THE LAST THREE (3) MONTHS WHEN IT SO PAID FEES TO GXB.

IN WITNESS WHEREOF THE PARTIES HAVE THIS DAY SET THEIR HAND

Name: _____

Witness Name: _____

Position: _____

Position: _____

Signature: _____

Signature: _____

A duly authorized signatory for and on behalf of Global Exchange Billing, Ltd.

Last signed at Towson, Maryland, this ____ day of _____, 2005.

EXHIBIT A
SOFTWARE-PRODUCTS

[LIST]