

**MCKENNEY
ATTACHMENT
C**

Proffer of Bruce Parker

10-23-07

My name is Bruce Parker I am prepared to testify to the following facts as I know them.

I currently reside near Brisbane, Australia at 47 Sefton Rd, Hendra, Qld, 4011. I am a 48 year old chartered accountant (i.e. CPA), married with three children.

From 1976 through 1999 I worked my way up the ladder in the accounting industry, becoming a Partner in Grant Thornton Chartered Accountants, a firm with 521 locations in 113 countries. My area of expertise at Grant Thornton was corporate finance and new business development.

In 1999 I left Grant Thornton to become the Senior Vice-President and Chief Operating Officer for QSI Payments, Inc, a global provider of e-payment infrastructure software and secure payments solutions. QSI Payments' unique software enables financial institutions, enterprises, and their respective customers to transact e-payments in a secure and authenticated manner. The company developed the first smart card debit system in 1996 and has implemented electronic payment solutions across the globe in the United States, Asia, Australia and the United Kingdom.

In November of 2001 my partners and I founded AusEquity Partners Pty Ltd to provide corporate finance services to Middle Market Businesses including, equity raising, sale of business, strategic planning, mergers and re-financing. We also work with e-commerce companies developing new business opportunities specifically with respect to payment systems and payment risk management.

Until just last month when the company was sold, I was the President of ipayoptions.com which provides payment consulting services for debit card processors and issuers, credit card processors and banks doing high risk transactions. ipayoptions.com is focused on providing credit card and debit card solutions for internet merchants around the world. ipayoptions was sold to a company called Active Tech Pty Ltd; consideration is based on an ongoing consulting fee paid to Ausequity Partners Pty Ltd, my consulting company.

Spear Systems Inc. (Spear) was acquired in Feb. 2005 as a shelf corporation. It was formed with its primary role being to establish pay card programs as a cost efficient alternative to more traditional forms of payment such as western union or bank wires for international client companies. Our clients could then distribute debit cards to pay out commissions and payroll for their members, affiliates, employees or associates. As a secondary role, Spear was to be used as a marketing development company to establish additional product lines which would complement the paycard product and serve as additional revenue options for the card clients.

The officers of the company are Bruce Parker, CEO and Director, and Lisa Kimsey as CFO. Because the corporate Director is a foreign national, it was difficult for the company to obtain US business credit or a merchant account, so the company hired Lisa Kimsey to assist

in establishing corporate credit, and in opening corporate accounts. Her role was non-active and primarily only signatory for credit accounts.

From the time the company was established funds have been received from Multilevel marketing companies and internet based marketing companies and then transferred to the settlement accounts for each card program.

The company has operated under several contracts as a reseller and distributor of debit paycards with different banks, card program managers and companies to establish a stable and viable card product offering and payment option for its client base including:

- Privacash Inc – reseller from October, 2005 to present.
- Card One Plus – IDBILL, VirtuaCash Cards and Ultimate Debit Cards. (All Card One Plus programs failed when it was learned the transaction processor for the card issuing bank became insolvent and wound up its operations.) - Reseller from August, 2005 to January, 2007.
- Ecash4 - reseller from March, 2007 to Present.

In March, 2006, the company undertook a test marketing project creating search engine traffic for a hoodia plant product. Oprah Winfrey had publicized the plant and its potential promise for weight loss on her television show, and CBS 60 minutes had done a story which had also publicized the hoodia product. We had hoped to capitalize on the momentum for this product. A merchant account was set up with GroupISO specifically for the Herbal products. At no time did Spear Systems engage in any bulk email marketing.

The only websites which Spear Systems operated for its test marketing project were www.naturaslim.com and www.naturaslim.net, and both had full contact information for Spear Systems on the site as is required for good business practices for providing customer service, and it was also a requirement of the credit card processor. Furthermore, the Naturaslim label had the following legend in conspicuous print on its label: "Distributed by: Spear Systems, Inc. <http://www.naturaslim.com>, Ph: +1 605 413 4728." With contact information on our web sites, and printed on the product label itself, it is hard to imagine that we are being accused of hiding our identity.

On March 8, 2006 Spear was shipped its only batch of hoodia product from NHS labs who we found through their web site, <http://www.nutritionmanufacturer.com>. This site is still active, and a visit there will provide insight into our belief that the hoodia product was legal to sell in the United States. The site talks about the GMP abilities of NHS, and gives product information on the hoodia products. When we spoke to NHS, part of their sales pitch was that they would create our label to ensure we were compliant with all disclosures and statements required by the FDA.

In March of 2006, Spear purchased 1,000 bottles of Naturaslim from NHS labs. A number of web sites were created, a merchant account was obtained, and a firm in the Philippines was engaged to provide search engine optimisation for Spear Systems. Four months later we had only sold 145 bottles for a total sales price of \$6,549.25. Of that total, only 90 bottles were shipped to the United States, for a total sales price of \$4,054.54.

Naturaslim.com and Naturaslim.net were closed approximately 4 months after launch due to lack of successful sales in its test marketing. At no time did Spear Systems own, advertise, or distribute any product called Hoodialife, HoodiaPlus, HGHLife, or HGHPlus.

In April, 2006, the company was approached by Xavier Ratelle, [xav@simm.qc.ca] who had been known to me from previous processing with a number of banks, to provide merchant account services for their Herbal products (principally Hoodia) in the USA.

On April 3, 2006 Spear and Ratelle's company, Q WEB Inc., entered into a written agreement (exhibit 1) for Spear to process Ratelle's sales charges for ehoodialife.com. Besides the warranty in the contract, I was given personal assurances by Ratelle that all sales and marketing would be restricted to search engine traffic and other sales traffic. Spear Systems made it totally clear that we would not and could not be involved in any sales associated with bulk email or any other type of marketing not approved in the USA. Mr Xavier's web site was ehoodialife.com. At no time while we were dealing with Mr Ratelle or his companies were we aware of any illegal activity and Spear never received any complaints of abuse. Spear's only role in Ratelle's business was the payment processing, and we had no reason to suspect sales were being generated by unsolicited commercial email.

www.ehoodialife.com was not owned or operated by Spear, but was added to the merchant account as a product site for processing. At no time has Spear been associated with any marketing or traffic generation for eherballife.com, or ehoodialife.com, and Spears did not have any financial interest, joint venture or receive any financial benefits from sales from eHerballife.com other than our processing fee. The order processing relationship with Xavier Ratelle and Spear Systems Inc was terminated in January, 2007.

I then referred Xavier to my contacts in St Kitts to establish a new merchant account with the SKNANB in St Kitts. As is the custom with all accounts I refer to SKNANB, I was charged with the responsibility to implement credit card support for people who want to question unauthorised charges. To that end, Spear had a domain registered by our associates in St Kitts: www.ip-ehealthylife.com. This allowed my support people to monitor card holders who require an explanation of the charge on their credit card statement. In no way does this imply that we had any financial or management control of the ehealthylife.com web site.

The only connection between Xavier Ratelle's eherballife.com website and the domain name ip-ehealthylife.com is that Spear was the credit card merchant on the sale, and stated that fact in the credit-card-descriptor for each credit card transactions processed through the SKNANB. Similarly, in 2006, we worked with the FTC to bill the residual sales for Cleverlink trading (see below) and used the credit-card-descriptor "www.pay-support.com." It is baffling to me how the FTC can understand credit-card-descriptors when we are working together, but can now confuse us with the marketer in this case, especially once they found out who we were. It is incredible to me that we went from trusted ally and vendor to named defendant without even a phone call to request information.

Further, the fact that Spear proudly displayed the customer service contact domain on Xavier Ratelle's ehoodialife.com site from June 2006 to Jan 2007 without receiving a single complaint should demonstrate Spear's lack of knowledge of any illegal activity.

Payment detail for Hoodia sales to Xavier can be provided, but all payments were made via SWIFT funds transfer to one of two companies, Q Web, 8552 St-Denis Montreal Qc H2P 2H2, and 91511154 QC INC also c/- :8552 St Denis, Montreal QC H2P2H2. At no time has Spear Systems engaged in any deceptive conduct to hide the payments made to Q WEB Inc or any associated companies. No one has even asked us to provide the details.

An explanation is required for the payments to and from Tesla Worldwide Services in Hong Kong. Tesla provides a service to Spear Systems that is related to our payment card business. There is simply no relationship between sales made from the hoodia sales project, and the funds deposited to our payment cards. While the two companies may have some clients in common, these are two very separate business entities and their activities have no relationship to one another.

Tesla provides Spear Systems a service that allows card clients to deposit funds directly to their cardholder accounts through a central receiving account at Tesla in HK. Tesla is owned 50% by me and 50% by a multilevel marketing operator. Tesla only generates minimal fees to pay local expenses. Tesla then directs the funds to Spear's US Bank account which is used as the funding account for the card programs managed by Spear for its clients. In order to save fees and conversion costs during the period Spear was collecting USD's from the Hoodia Sales, an agreement was reached to use these funds to load on the US debit cards, and then offset these payments against the funds paid to Q WEB and 91511154 QC INC. Surplus funds were sent to Tesla as required by Tesla. Any settlement of funds for order processing services were made independently through accounting agreements regarding transfer and use of funds, between the parties - Tesla, Spear and Ratelle.

Over the years there have been many payments to and from Tesla. The following payments have been made recently:

- June 9, 2006 - \$40,000
- October 17, 2006 - \$40,000
- Oct 27, 2006 - \$80,000
- Jan 4, 2007 - \$100,000

Finally, Spear has a reseller and card loading relationship with a company called privacash in the USA. Not only has the cash in the settlement account been frozen but all the active cards we have sold have also been frozen. The card holders are MLM customers of a totally non related party and all the funds seized belong to this MLM. All we can lay claim to is the income from the card loads and our share of card fees; approximately \$1,000. I am getting enormous pressure to make good on these funds or loose the client, and I have no other source of funds. I have to have this matter settled quickly to limit the damage to

this business. If it is not settled by the end of October I can assume that this entire business will fail.

Business Model Explanation:

As you know, Bruce Parker is involved with multiple businesses, many of which do business with each other. As this can become confusing, I offer the following explanation of my business model:

Business was operated under a company Structure, GBZ Group Pty Ltd, which employs the staff in Australia and provides services to a number of businesses around the world.

In Australia GBZ resells the eMerchant debit card and has set up a number of card loading facilities with Aust Post, News Express and can provide BPAY and locked box collection. The eMerchants card can be distributed around the world and GBZ can facilitate the use of these cards for online internet purchases. The current merchants interested in using this card are primarily MLM operators and PAYDAY loan operators (see www.myipayotions.com.) GBZ has now been broken up with the credit card support being spun out to a company called Active Tech run by a previous GBZ employee; and debit card loading spun out to a company called unicash pty ltd; and the Australian debit card business being spun out to BT Projects Pty Ltd.

In 2005 and 2006 GBZ did have an agreement with CNP International (a company based in Manila) to facilitate and manage a number of clients which used the RPC BANKARD bank in Manila for merchant processing. As we are able to monitor the accounts for fraud and merchant abuse we have been successful in limiting any loss to the banks from processing for these merchants. We have been approved by another group in Manila to help them with their high-risk processing and we will be putting procedures in place over the next month to help this new bank start to accept high risk merchants.

Since 2003, GBZ has had a similar agreement with the SKNANB in St Kitts and a processing company there, Fidelity Enterprises. Fidelity Enterprises and InterSphere are St Kitts based companies owned and managed in St Kitts. The service we provide is similar to what we do with the bank in Manila, except we also accepted applications on behalf of Intersphere for processing. All applications are approved or rejected by Intersphere based on our initial investigations.

Our responsibility to InterSphere includes the following.

- Monitor charge backs for each merchant and report on anomalies.
- Monitor for sale of unacceptable products in accordance with bank policy.
- Monitor transaction approvals and rejections looking for patterns indicating fraudulent merchant or affiliate activity.
- Determine weekly payouts in accordance with processing activity.
- Ensure clients were operating within VISA and MC bylaws.
- Investigate unusual transaction patterns.

Since Jan 2006 we have been developing systems to resell debit cards issued by NYCU in Canada and sold under license from cardoneplus. To facilitate this we have developed a number of systems to load payments onto the cards and to use the cards to purchase products on the internet. Our main customers for this product are MLM companies with international clients who need a system to make cost effective payments to a geographically dispersed customer base. We have entered into an arrangement with two entities based in ASIA who use the ATM cards for payouts (see www.ipaylive.com and www.ecashtrust.com.)

Over the last two years we have also worked with a number of aggregators who use our API and fraud management back office system. One group works with a bank in Israel and the other a bank in India. We have integrated our payment engine with egold, ebullion and virtualgold and will look to provide this method to effect payment for merchants on the internet as well.

We have been contracted by Intersphere Payments in St Kitts to develop a virtual debit card product with the bank in St Kitts and then market this in competition with epassport. We expect this and the integration of the HOMEATM pin pad to be our main focus.

Services to Government and Law Enforcement Agencies

All of my business entities are run in an ethical, moral and legal way; incorporating "Best Practices" wherever possible. Because my companies are an integral part of many web based business clients, over the year I have been contacted by multiple Governmental departments and Law Enforcement Agencies around the world requesting information regarding the actions of a client. In each and every instance we have cooperated quickly and fully to provide information and services to the investigating body. This includes but is not limited to:

1. Cooperating fully with the FTC in the Cleverlink case and providing full payment information as requested
2. Subsequent processing arrangements for the FTC and Cleverlink principals to recover recurring billings. – Billing descriptor used was www.pay-support.com.
3. Investigation and reporting of child pornography operators and subscribers to sites leading to a major coordinated investigation and subsequent arrests in Australia and in France.
4. Full cooperation with investigators of counterfeit drugs and providing payment details and identity information of suspects.
5. Full cooperation and investigation of merchants selling controlled substances and termination of these merchants for bank.
6. Identification and termination of Indian copyright infringement with respect to sport broadcasting.
7. Identification and investigation of a major theft of funds using e-wallets and debit cards.
8. Identification and investigation of domain and registry scammers.
9. Identification and investigation of debt repair scammers.
10. Termination and reporting of ponsi scheme (PIPs) in Asia and the USA.

Conclusion

It is our hope that with our total cooperation you can conclude your investigation into Spear quickly, and that Spear will be fully exonerated.

Respectfully Submitted,

Bruce Parker

Exhibit 1

Spear Systems Inc Affiliate Merchant Agreement

This Agreement ("Agreement") is entered by and between Spear Systems Inc ("SPEAR SYSTEMS INC"), Inc. and the Seller as per Appendix A ("Seller"), to be effective as of the date of acceptance of this agreement by SPEAR SYSTEMS INC ("Effective Date")

SPEAR SYSTEMS INC is a seller of the following **Services**: Sales and payment processing of various herbal products including Hoodia. The seller is an expert in internet marketing and agrees to refer sales to Spear Systems Inc.

Definitions:

Customers: Any and all Customers of Seller who use the SPEAR SYSTEMS INC Services and/or software will automatically become the Customers of SPEAR SYSTEMS INC as well.

Account Cancellation: The account can be cancelled at any time by SPEAR SYSTEMS INC due to, but not limited to, high charge back ratios, fraud, lack of sustained processing or when SPEAR SYSTEMS INC determines that the relationship is no longer mutually beneficial. If the problem is deemed correctable SPEAR SYSTEMS INC will notify Seller in writing, offering detailed steps Seller must take in order to meet compliance. Seller may at any time cancel this contract with written notice and. SPEAR SYSTEMS INC will terminate this Agreement and will no longer offer processing services to Seller. Any payments due to Seller will be held for 6 months after termination to indemnify SPEAR SYSTEMS INC against possible charge backs or fraud.

Taxes: Each party agrees to report and pay federal, state and local taxes imposed on its income. The parties agree that taxes in the nature of an excise, sales or use tax are not currently imposed on the transactions contemplated under this Agreement. Further, the parties agree that if such taxes are imposed, the burden of such taxes shall be Seller's responsibility. SPEAR SYSTEMS INC shall have the right to collect and pay over taxes in the nature of an excise, sales, or use tax on behalf of Seller if reasonably required to do so by a taxing authority of competent jurisdiction and shall further have the right to recover from Seller the amount of any such taxes and related penalties and interest which are paid by SPEAR SYSTEMS INC with its own funds.

Independent Contractors: SPEAR SYSTEMS INC and Seller are independent contractors, and nothing herein shall be construed as creating an employment, agency, franchise, joint venture or partnership relationship between them. Neither party shall have any right, power or authority to enter any agreement for or on behalf of, or incur any obligation or liability, or to otherwise bind, the other party.

Confidentiality And Non-Disclosure: You acknowledge and agree that the Software provided by SPEAR SYSTEMS INC in connection with your use of the services (the "Software") and any related documentation or other materials provided by SPEAR SYSTEMS INC is the confidential information of SPEAR SYSTEMS INC including but not limited to computer software, customer lists, proprietary ideas, techniques, products, formulas, discoveries, and processes. You agree not to disclose such confidential information to outside parties without our prior written consent. You will not copy, reverse engineer, decompile, disassemble, modify, translate, or make any attempt to discover the source code of the Software, or create derivative works based on the Software, and you will be solely liable for any damages, costs or expenses arising from the foregoing. Your obligations with respect to such confidential information shall survive termination of this Agreement. You will procure that any of your employees or contractors to whom confidential information is disclosed (subject to our prior consent) comply with these confidentiality obligations.

Warranties: The seller warrants that it conducts its business in compliance with all international laws and regulations and any promotions or marketing conducted either by the seller or its affiliates is conducted in accordance with internationally accepted email marketing laws and standards.

Limitations of Liability: SPEAR SYSTEMS INC assumes no liability for disruptions of the services and/or including, but not limited to, vandalism, theft, phone service outages, Internet disruptions, extreme or severe weather conditions or any other causes in the nature of "ACTS OF GOD" or force majeure. SPEAR SYSTEMS INC shall not be liable for exemplary, special, indirect, incidental, or consequential damages arising out of this agreement or with respect to the use, operation, or support of the services, including, but not limited to, damages arising from breach of contract or warranty, negligence, or strict liability, or damages caused by hackers, code developed with malicious intent, interrupted communications, lost business, lost data, or lost profits, even if SPEAR SYSTEMS INC or Seller has been advised of, or knows or should know of, the possibility of such damages. In no event shall SPEAR SYSTEMS INC aggregate liability for damages for any claim related to or arising out of this agreement, whether in contract, negligence or tort, exceed the total fees and charges paid by Seller for the applicable services SPEAR SYSTEMS INC shall not be responsible for consequential damages or punitive or exemplary damages under any circumstances. In no case shall Seller be entitled to recover damages from the SPEAR SYSTEMS INC that exceed the sum of the service fees retained by SPEAR SYSTEMS INC under this Agreement during the six months prior to the event giving rise to the claim for damages

Spear Systems Inc Affiliate Merchant Agreement

Indemnification: The Seller is fully responsible for the contents of its web site and for the contents and accuracy of all the advertising and advertisements appearing on its web site. The Seller is also fully liable for any promotions, whether appearing on Seller's site or otherwise, proffered or offered by Seller in reference to any of Seller's offerings. The Seller hereby certifies to SPEAR SYSTEMS INC that Seller is the owner of or that Seller has the legal right and authority to use, utilize or disseminate all information, data, graphics, text, video, music or intellectual property which either forms a part of Seller's site or is in any way or manner incorporated into Seller's site, which is provided by Seller to its customers, or those accessing Seller's site or, which is otherwise used or utilized by Seller in its advertising or promotion, be same done or provided on Seller's site or otherwise.

Seller agrees to indemnify and hold harmless SPEAR SYSTEMS INC (SPEAR SYSTEMS INC Services) and/or its employees, officers, agents, directors or successors, from any and all fines, penalties, losses, claims, expenses, or other liabilities, resulting from or in connection with this Agreement. SPEAR SYSTEMS INC assumes no liability of Seller for Seller's failure to follow and adhere to the terms of this Agreement, and any results caused by the acts, omissions or negligence of Seller, its subcontractor(s), agents, employees, or directors, or any of them, including, but not limited to, claims of third parties arising out of or resulting from, or in any manner in connection with, Seller's products or services, messages, programs, caller contracts, promotions, advertising, infringement or any claim for defamation, libel or slander, or for violations of copyrights, patents, trademarks, service marks, or other intellectual property rights.

The Seller acknowledges and agrees to reimburse and make SPEAR SYSTEMS INC whole for any and all legal fees and costs incurred by the SPEAR SYSTEMS INC in reference to or in any manner arising out of Seller's utilization of its site or arising out of Seller's obligations under this Service Agreement, said claim being rightfully or wrongfully asserted against SPEAR SYSTEMS INC. This obligation of Seller shall arise and bind Seller regardless of whether or not litigation against SPEAR SYSTEMS INC is actually instituted by a third party, and shall include all sums paid by SPEAR SYSTEMS INC, its sole judgment and discretion, to any third-party to compromise an asserted claim prior to the commencement of litigation, or during litigation, or to satisfy any monetary judgment against SPEAR SYSTEMS INC, or sums advanced by SPEAR SYSTEMS INC to allow it to comply with any injunctive directive of a court order or of a settlement.

Disclaimer of Warranties: All goods and services provided by SPEAR SYSTEMS INC under this agreement are provided as is and as available. SPEAR SYSTEMS INC makes no warranty, express or implied, regarding any goods or services, and specifically disclaims all implied warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, and any warranties arising out of course of dealing, conduct, or industry practice. Except as expressly indicated herein, no representation or other affirmation of fact, oral or written, including, but not limited to, any statement regarding capacity, suitability for use, or performance of any goods or services, whether made by SPEAR SYSTEMS INC employees or otherwise, shall be deemed to be a warranty by SPEAR SYSTEMS INC for any purpose or give rise to any liability of SPEAR SYSTEMS INC.

Choice of Law and Venue: This Agreement shall be construed in accordance with the laws of the Country of St. Kitts, without regard to its conflict of laws provisions. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts located in St. Kitts, for any action, suit or proceeding arising out of or relating to this Agreement.

Term & Termination: The term of this Agreement shall continue until a notice of cancellation by SPEAR SYSTEMS INC or Seller is received in writing or until terminated under other provisions of this Agreement. SPEAR SYSTEMS INC reserves the right to terminate this Agreement without cause upon notification to Seller. SPEAR SYSTEMS INC may further terminate this Agreement immediately without notice at any time Seller breaches any part of this Agreement or if SPEAR SYSTEMS INC Services or any associated services supplied to SPEAR SYSTEMS INC by a third party are disrupted or terminated either directly or indirectly by Seller for any reason.

Amendments and Modifications: Except as hereinafter provided no Amendment or modification of this Service Agreement shall be valid unless the same is in writing and signed by all parties hereto. SPEAR SYSTEMS INC may amend this Agreement to take into account changes in law or regulations or industry mandates and to accommodate changes imposed on SPEAR SYSTEMS INC by its credit card service and/or to make other changes deemed necessary by SPEAR SYSTEMS INC, provided that such changes do not materially alter the ongoing obligations of the parties, by sending Seller a specimen of the changed Agreement. Unless Seller rejects the changed Agreement and terminates this Agreement by notice to SPEAR SYSTEMS INC in writing within fifteen (15) days after SPEAR SYSTEMS INC sends the changed Agreement, the changed Agreement shall replace this Agreement and be in full force and effect.

Spear Systems Inc Affiliate Merchant Agreement

Notices: Any notices required or permitted by this Agreement shall be sent to the addresses on the cover page by courier or registered or certified mail with return receipt requested. Notices shall be deemed given upon personal delivery to the addressee, or three days after the date of mailing if sent by registered or certified mail. Either party may change its address for purposes of this Agreement by notifying the other party in accordance with the terms of this paragraph.

Entire Agreement: The signature below of Seller or Seller's authorized representative acknowledges that Seller has read, understood, and accepted this Service Agreement, that this Service Agreement contains the entire agreement of the parties and that no other agreements, instruments or writings are in effect, and that Seller assumes all obligations under this Agreement.

The undersigned warrant and affirm that each has the full legal capacity and lawful authority to execute and deliver this Agreement.

The undersigned parties agree to be bound by the terms and conditions of this Agreement for Use of Services fully and unconditionally as indicated by the following authorized signatures:

Signatories:

By XAVIER RATELLE FOR Q WEB INC

Seller Authorized Agent


Date: 03/04/2006

BY BRUCE PARKER

Agent for Spear Systems Inc

Date: 03/04/2006

Spear Systems Inc
4000 Eagle Point Corp Dr
Birmingham, AL 35242

Spear Systems Inc Affiliate Merchant Agreement

APPENDIX A - Seller Details

Date: 3rd April 2004
Seller Name: Q WEB Inc
Principal Name: Xavier Ratelle
D/B/A Name:
Address: 8552 St-Denis Montreal Qc H2P 2H2

Principal's Contact Details

Name: Xavier Ratelle
E-mail: xav@simmm.qc.ca
ICQ/Skype: showvdo

Banking Details:

SWIFT: TBA
Beneficiary Bank (name and address)
Intermediary Bank (name and address)
Beneficiary Account name:
Beneficiary Account No:
Beneficiary Address:

Site URL(s): ehoodialife.com
Site Support email : support@ehoodialife.com
Site Support URL: www.ehoodialife.com
Site Support Ph (if any):

Seller Shall Pay SPEAR SYSTEMS INC the Following Commissions:

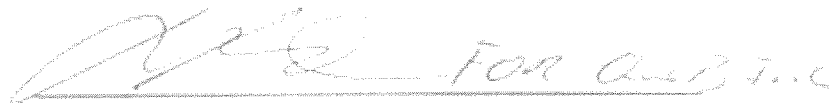
VISA & MC Credit card:
6.5% of the gross sale
\$0.20 per authorization.
\$0.20 per settlement.
\$0.20 per decline.
\$35per charge back
\$0.20 per credit issued

Payment schedules: The Seller will be paid weekly each Wednesday with a minimum ten day delay. Week will end on a Friday night

Holdback Schedules: Nil subject to merchant account processor establishing new limits. Please note if chargeback's exceed 2% in any month an additional \$100 reserve per chargeback will be set aside.

1. Physical products. If no delivery has taken place within the first 3 weeks of the sale date and you don't have proof of deliver eg. EMS tracking number and the customer is getting concerned we reserve the right to refund the transaction and notify you.
2. All client support queries have to be answered with in 24 hrs. If we receive numerous complaints that a merchant hasn't responded to client's queries or a refund request we reserve the right to refund these transactions and notify you.
3. Any transactions that have no cart/product description and don't have a valid email address and/or phone number so they can be verified upon request by the bank we reserve the right to refund these transactions and notify you
- 4 The individual making this application must provide one form of ID passport or drivers license scanned and sent along with this application

Seller Signature:



Xavier Ratelle

Spear Systems Inc Affiliate Merchant Agreement

Notices: Any notices required or permitted by this Agreement shall be sent to the addresses on the cover page by courier or registered or certified mail with return receipt requested. Notices shall be deemed given upon personal delivery to the addressee, or three days after the date of mailing if sent by registered or certified mail. Either party may change its address for purposes of this Agreement by notifying the other party in accordance with the terms of this paragraph.

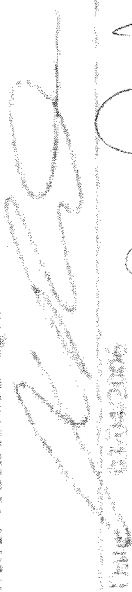
Entire Agreement: The signature below of Seller or Seller's authorized representative acknowledges that Seller has read, understood, and accepted this Service Agreement, that this Service Agreement contains the entire agreement of the parties and that no other agreements, instruments or writings are in effect, and that Seller assumes all obligations under this Agreement.

The undersigned warrant and affirm that each has the full legal capacity and lawful authority to execute and deliver this Agreement.

The undersigned parties agree to be bound by the terms and conditions of this Agreement for Use of Services fully and unconditionally as indicated by the following authorized signatures:

Signatories:

By: (Signed) XAVIER RAYLETT FOR Q WEB INC
Seller Authorized Agent



Chire 61042006



BY: BRETT PARKER

Agent for Spear Systems Inc.
Date: 01/04/2008

Spear Systems Inc.
4001 Log's Point Loop Dr.
Nirmingham, AL 35242

**MCKENNEY
ATTACHMENT
D**



• Print • Close

XXXX-XXXX-XX

Sale Date	Post Date	Reference Number
4/25/07	4/26/07	74025987116011503373039

Description
1 IP-EHEALTHYLIFE.COM

This is NOT your final statement

New Transactions	Amount
800-9758851 KN	\$65.94

FTC0000103

McKenney Att. D