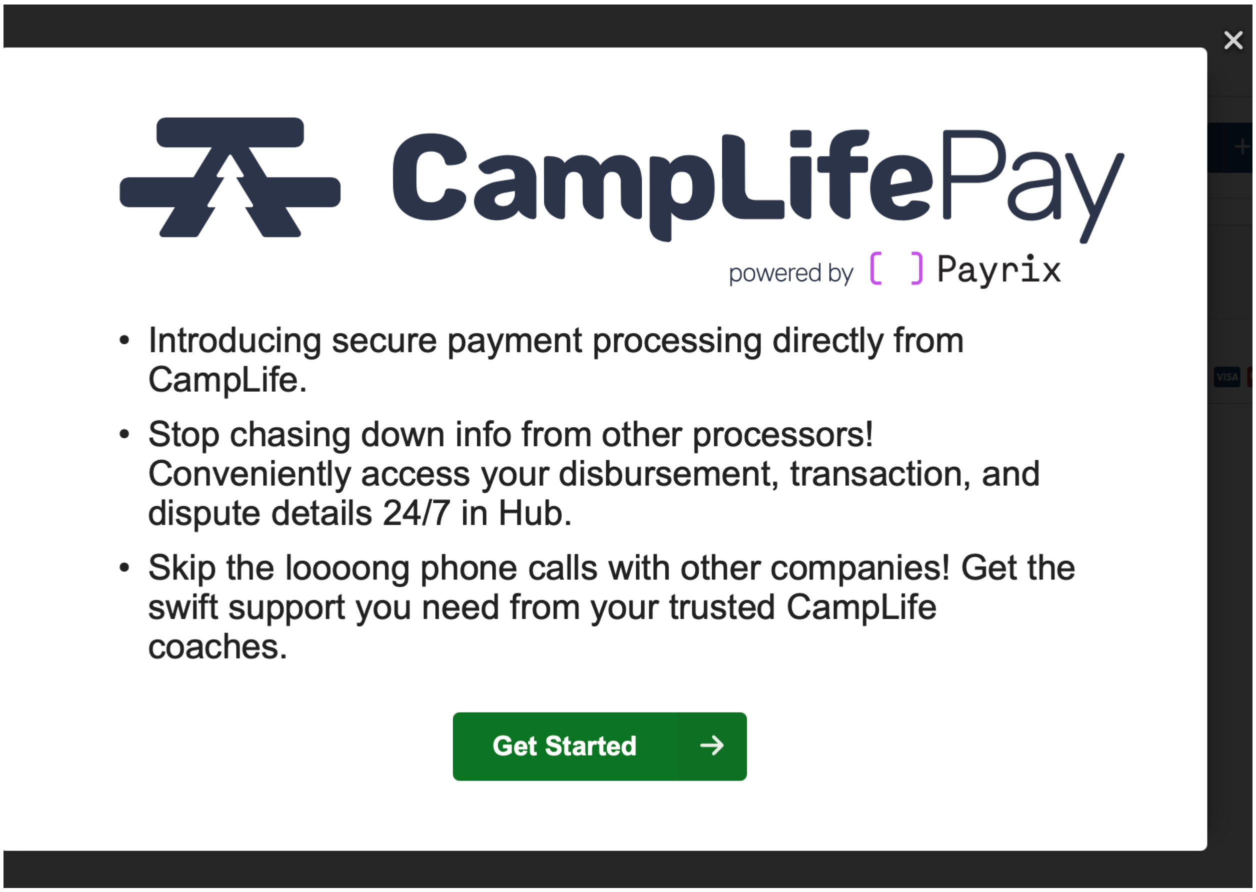
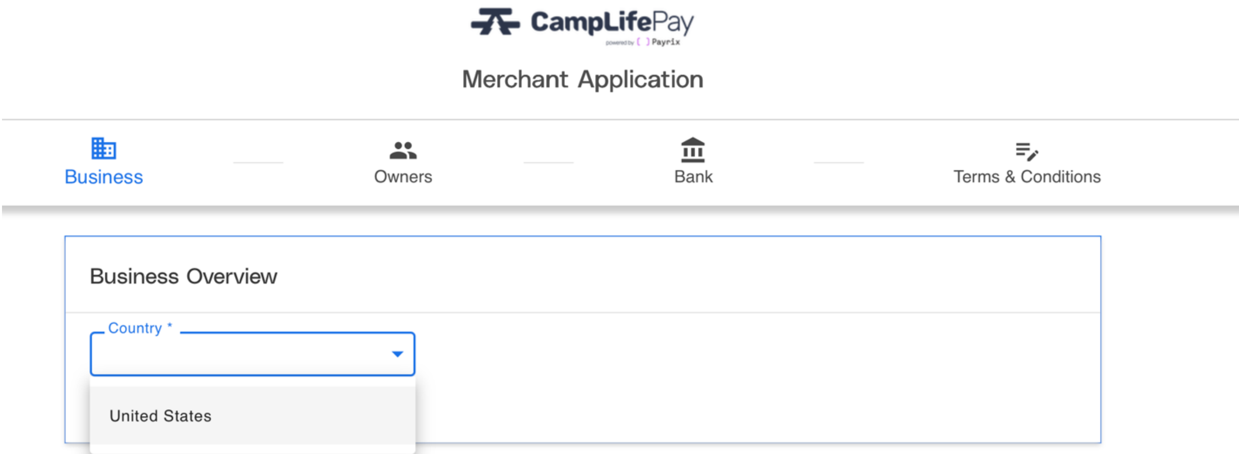
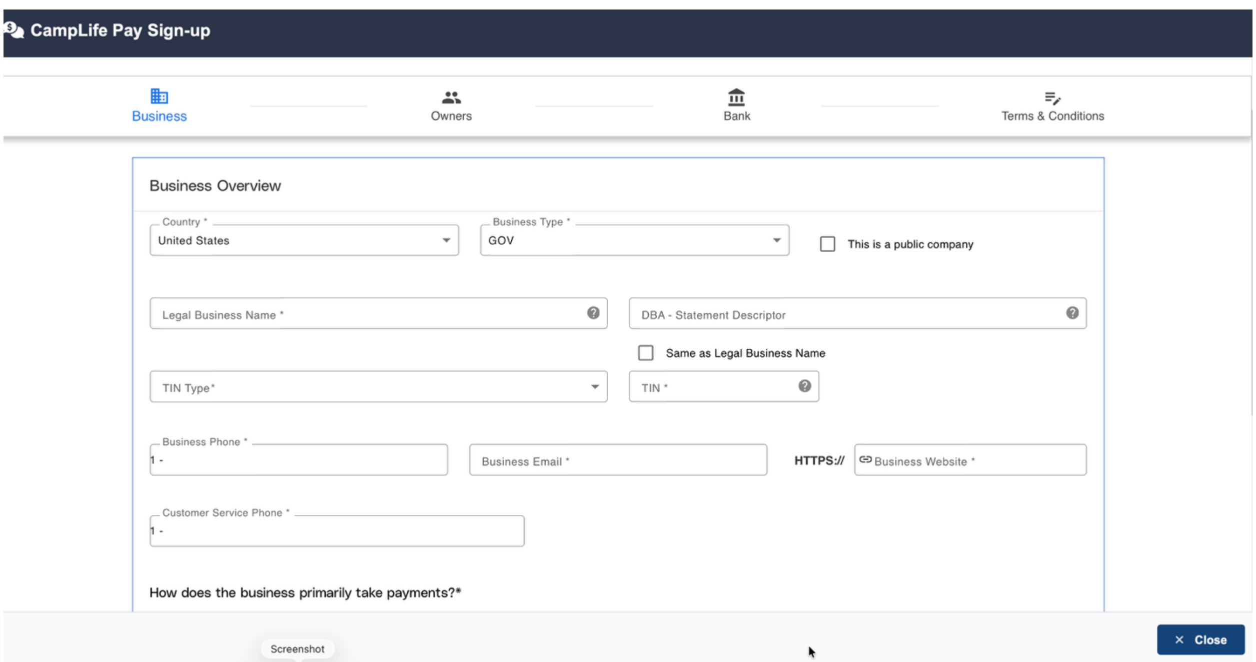
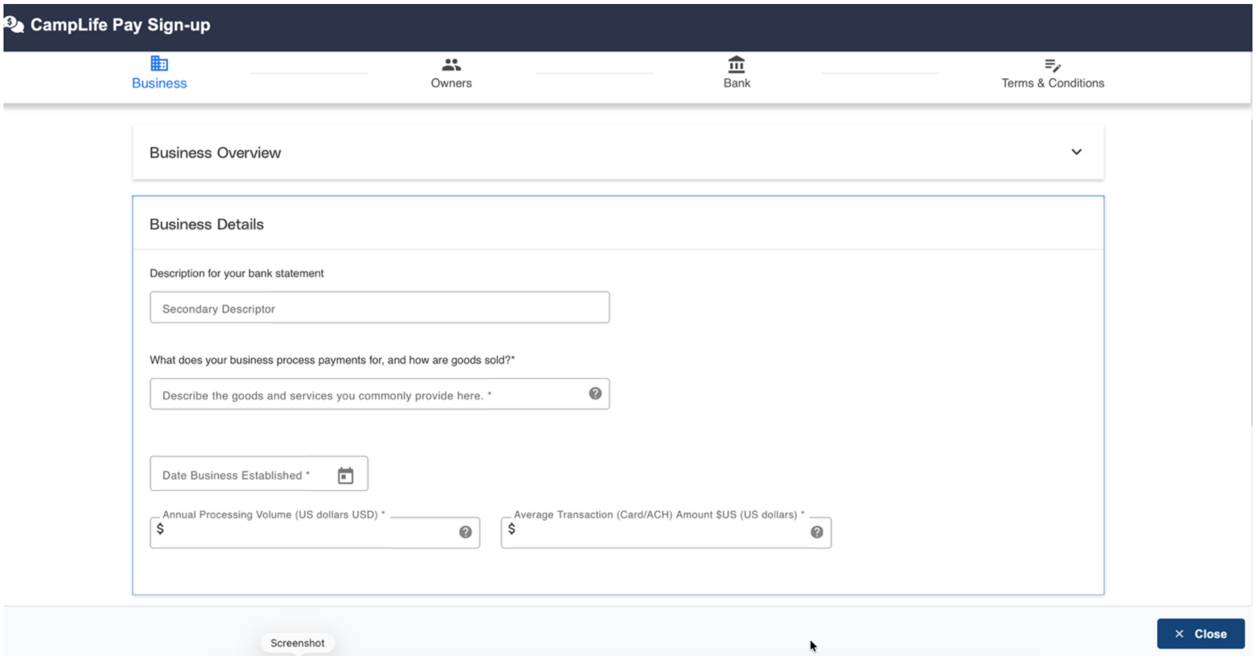
CampLife Pay Application Process—detailed instructions will be emailed to the admin applying for CampLife Pay.

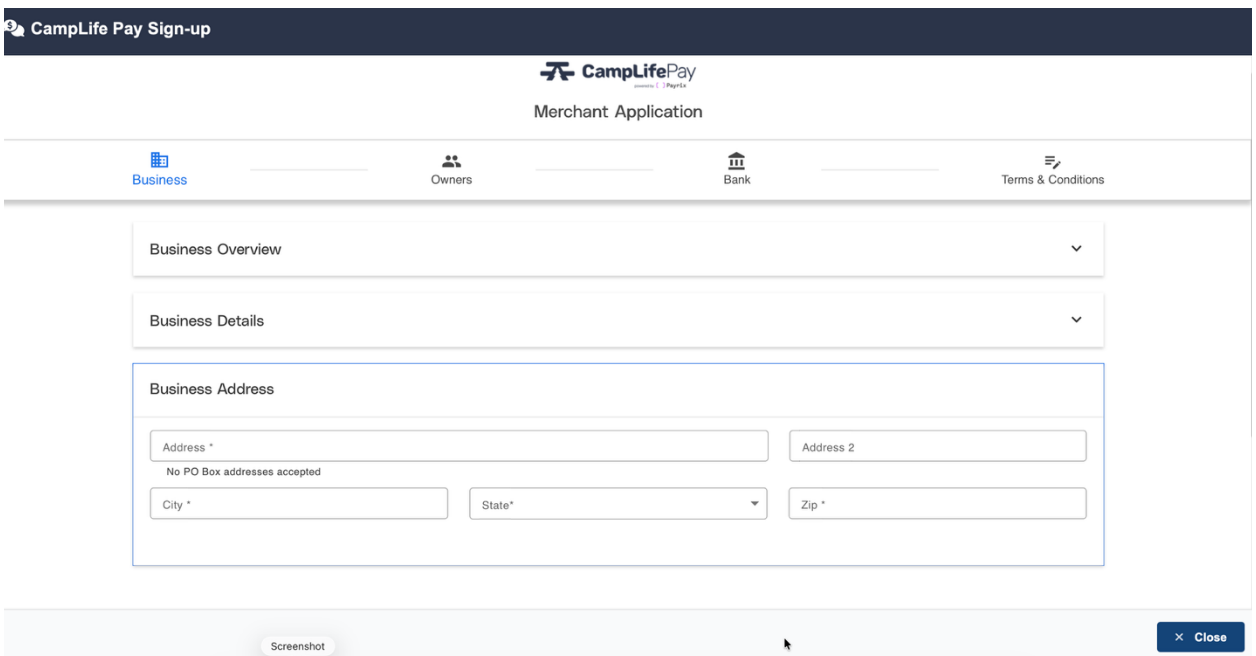
Below is a comprehensive collection of screenshots for the CampLife Pay online application. There are two documents at the end of the application that require a check off. Those are Bank Disclosure and Terms & Conditions. Those are in separate documents.

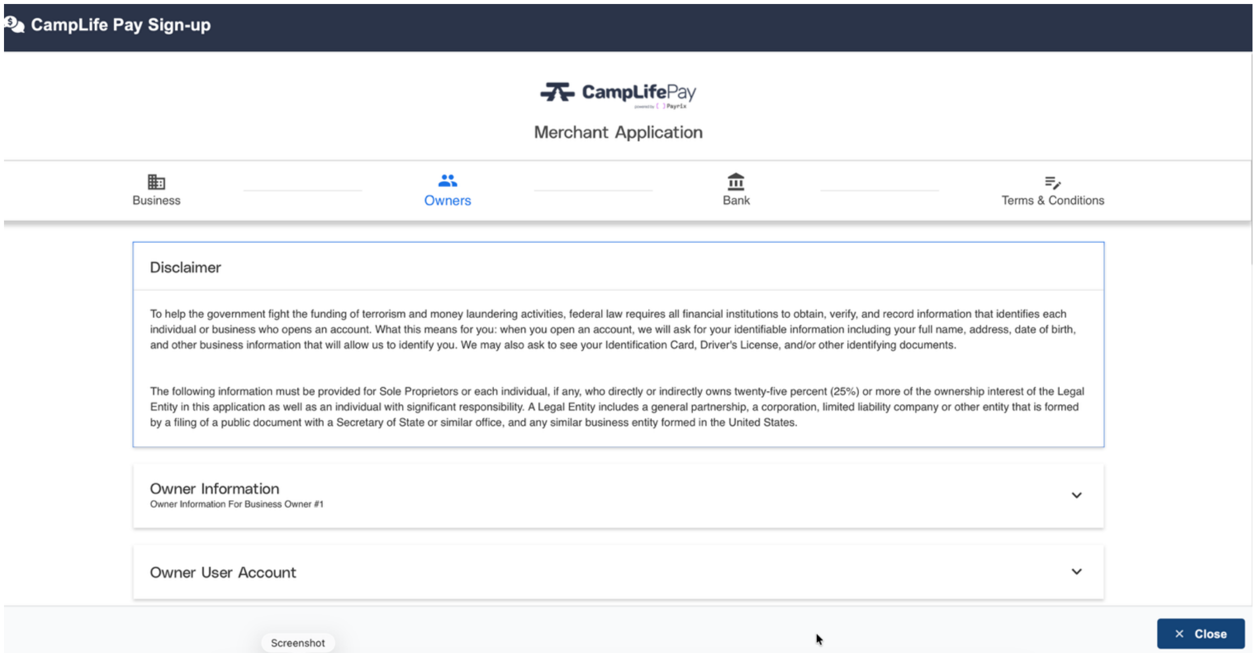


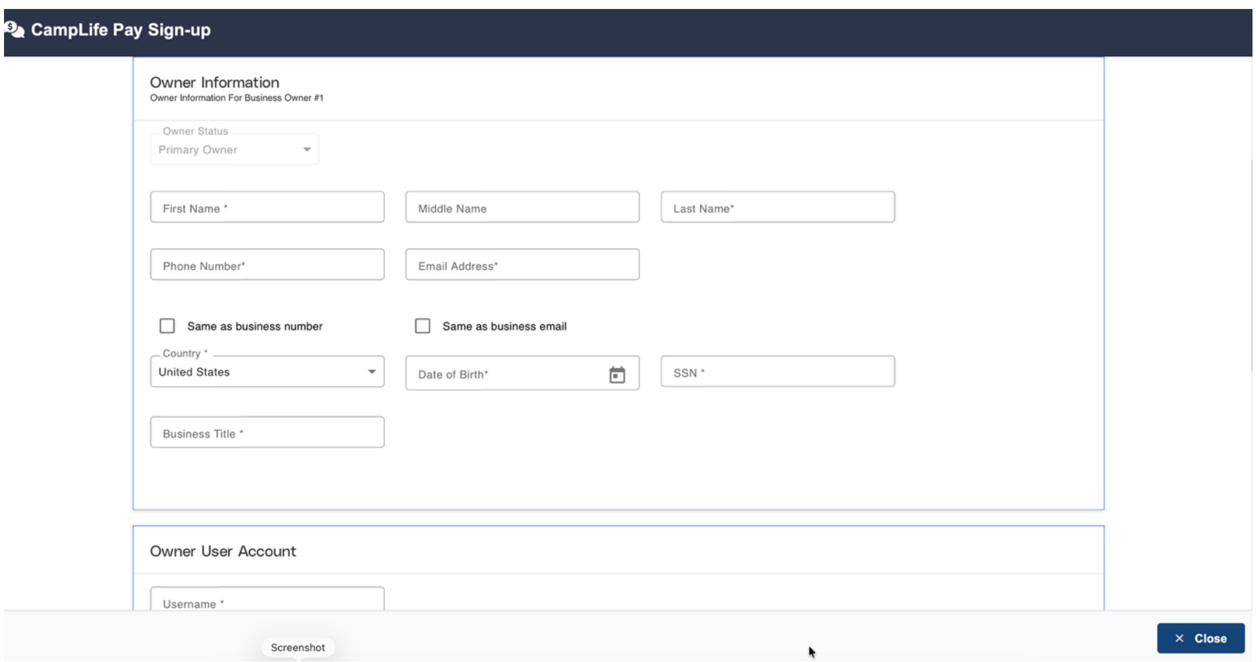

CampLifePay
powered by Payrix
Merchant Application
Business
Owners
Bank
Terms & Conditions
Business Overview
Country *
United States


CampLife Pay Sign-up
Business
Owners
Bank
Terms & Conditions
Business Overview
Country *
United States
Business Type *
GOV
This is a public company
Legal Business Name *
DBA - Statement Descriptor
Same as Legal Business Name
TIN Type*
TIN *
Business Phone *
1 -
Business Email *
HTTPS://
Business Website *
Customer Service Phone *
1 -
How does the business primarily take payments?*
Screenshot
Close


CampLife Pay Sign-up
Business
Owners
Bank
Terms & Conditions
Business Overview
Business Details
Description for your bank statement
Secondary Descriptor
What does your business process payments for, and how are goods sold?*
Describe the goods and services you commonly provide here. *
Date Business Established *
Annual Processing Volume (US dollars USD) *
$
Average Transaction (Card/ACH) Amount $US (US dollars) *
$
Screenshot
Close

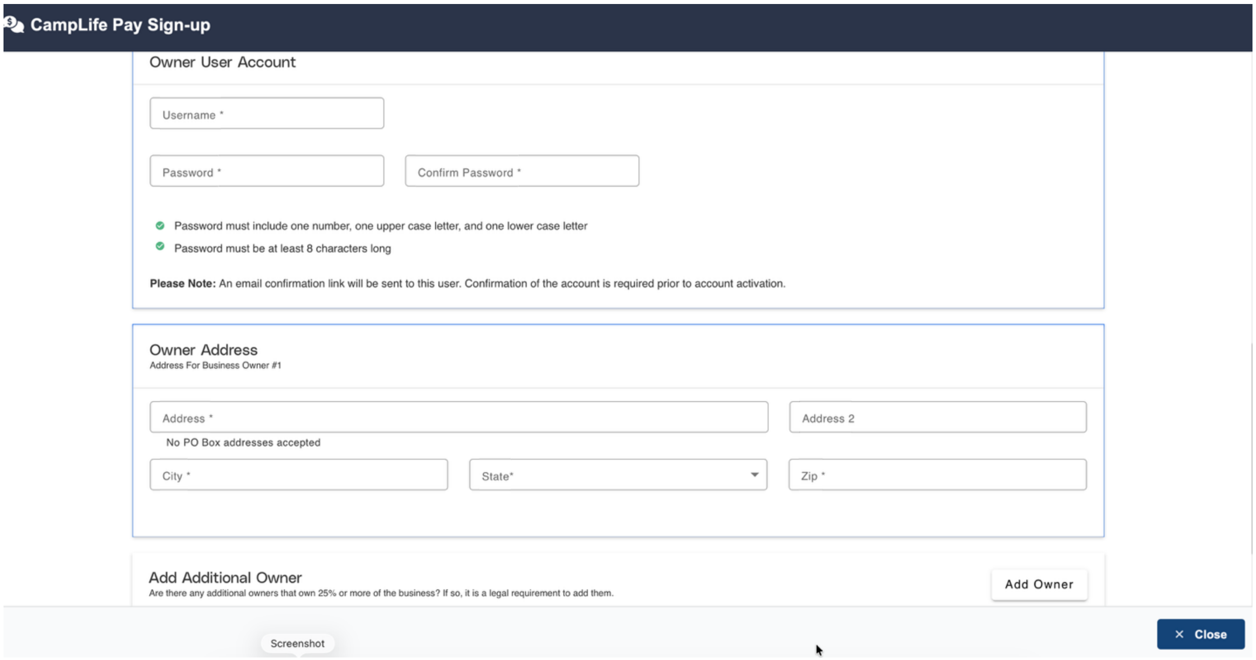

CampLife Pay Sign-up
CampLifePay
Merchant Application
Business
Owners
Bank
Terms & Conditions
Business Overview
Business Details
Business Address
Address *
Address 2
No PO Box addresses accepted
City *
State*
Zip *
Screenshot
Close

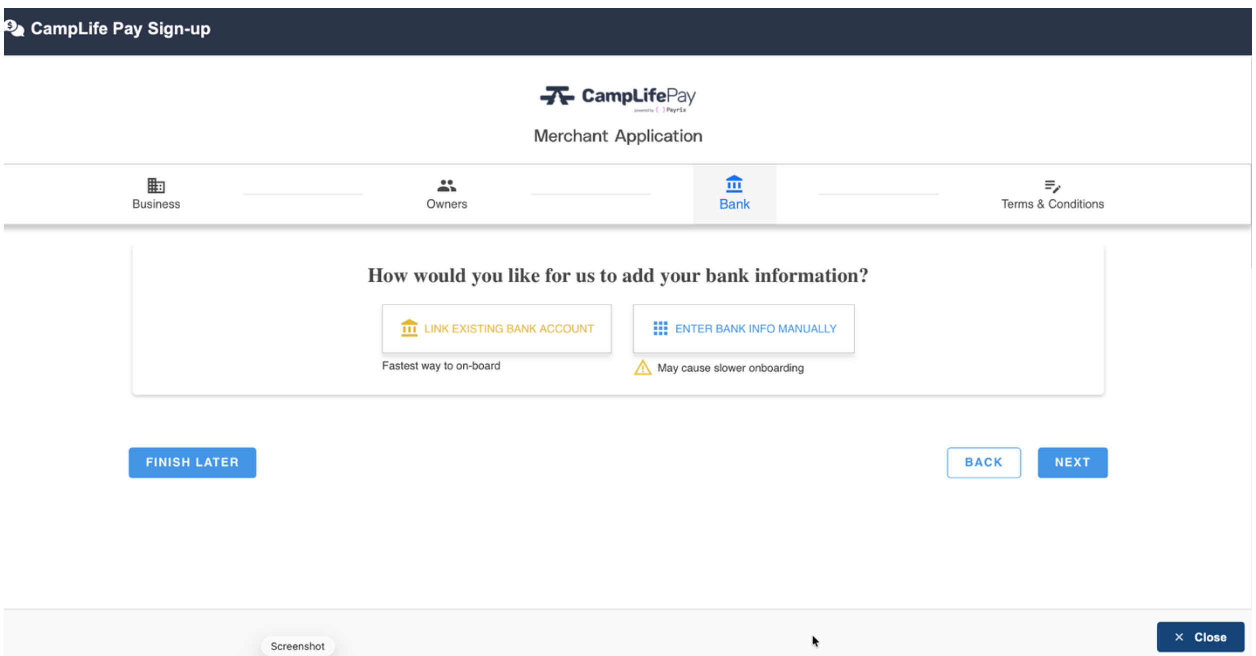


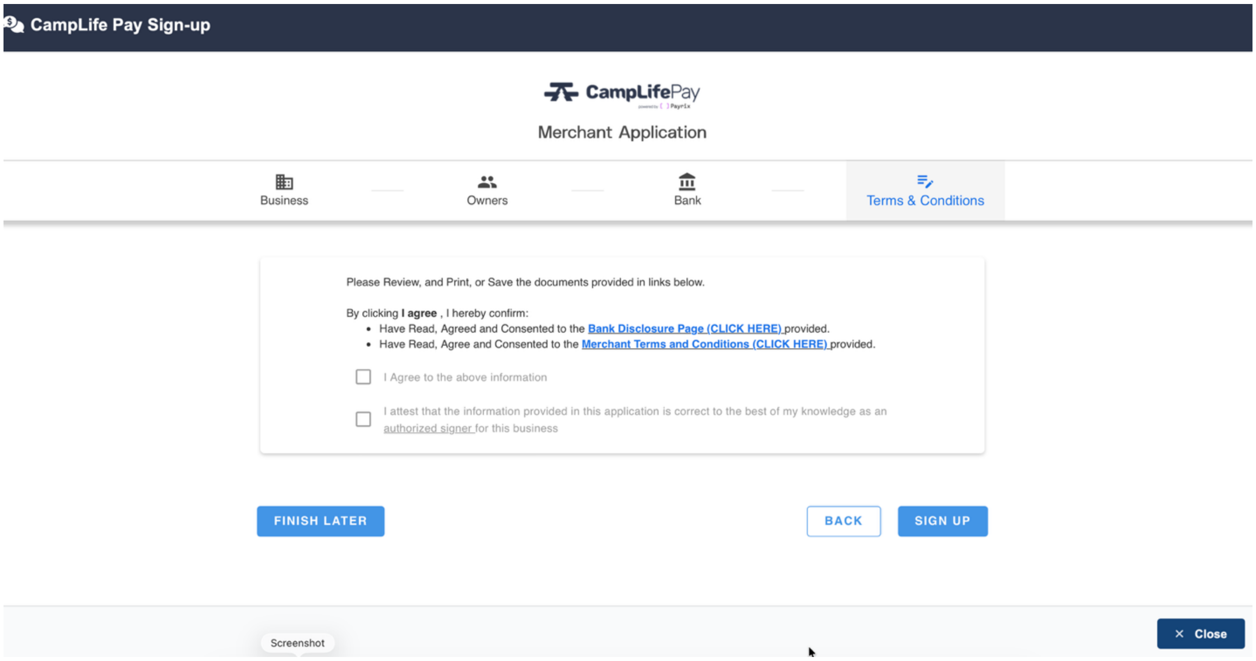


Additional note:

All numbers can be put in as 999-9999. Payrix may request a copy of the drivers license of the person applying just to confirm the identity of the person signing. They typically want to see that name on the website listed as a key individual. They may also request some type of documentation proving that the person has the authority to sign up the entity for credit card processing. This can be a job offer letter or a letter on letterhead from an officer of the entity.


CampLife Pay Sign-up
Owner User Account
Username *
Password *
Confirm Password *
Password must include one number, one upper case letter, and one lower case letter
Password must be at least 8 characters long
Please Note: An email confirmation link will be sent to this user. Confirmation of the account is required prior to account activation.
Owner Address
Address For Business Owner #1
Address *
Address 2
No PO Box addresses accepted
City *
State*
Zip *
Add Additional Owner
Are there any additional owners that own 25% or more of the business? If so, it is a legal requirement to add them.
Add Owner
Screenshot
Close


CampLife Pay Sign-up
CampLifePay
Merchant Application
Business
Owners
Bank
Terms & Conditions
How would you like for us to add your bank information?
LINK EXISTING BANK ACCOUNT
ENTER BANK INFO MANUALLY
Fastest way to on-board
May cause slower onboarding
FINISH LATER
BACK
NEXT
Screenshot
Close


CampLife Pay Sign-up
CampLifePay
Merchant Application
Business
Owners
Bank
Terms & Conditions
Please Review, and Print, or Save the documents provided in links below.
By clicking I agree , I hereby confirm:
Have Read, Agreed and Consented to the Bank Disclosure Page (CLICK HERE) provided.
Have Read, Agree and Consented to the Merchant Terms and Conditions (CLICK HERE) provided.
I Agree to the above information
I attest that the information provided in this application is correct to the best of my knowledge as an authorized signer for this business
FINISH LATER
BACK
SIGN UP
Screenshot
Close

Disclosures:

Terms And Conditions

PAYRIX SUB-MERCHANT AGREEMENT

Version: 3302026 Last Modified: 03-30-2026
PAYRIX SUB-MERCHANT AGREEMENT
TERMS AND CONDITIONS
These terms and conditions are part of the binding Agreement between Payrix and Sub-Merchant. Capitalized terms used in this Agreement not otherwise defined herein are defined in the Gl
ossary set
forth below in these terms and conditions. Payrix and Sub-Merchant hereby agree as follows:
1. 1. Payrix
Services. The Payrix Services are a cloud-based payment system by which Payrix, Bank and Processor serve as a processing channel with respect to Card Transactions for Sub-Merchant to receive payments on its behalf, and Payrix serves as a Third Party Sender with respect to ACH Transactions originated by a Sub-Merchant, pursuant to the terms hereof and the selections of the Sub-Merchant made through its Account. Payrix shall facilitate the processing of Sub-Merchant's Card Transactions that are originated in accordance with the Payment Network Rules, as provided herein and otherwise as Payrix, in its sole discretion, deems appropriate. As a Third Party Sender, Payrix shall transmit Sub-Merchant's ACH Transaction debit and credit entries that are originated by Sub-Merchant in accordance with the NACHA Rules by such means as Payrix, in its sole discretion, deems appropriate. The Payrix Services additionally include the services set forth in Addendum A – General Services Addendum.
1. 2.
Account. So long as Sub-Merchant is not in breach of this Agreement, Sub-Merchant shall be granted an Account accessible through the Payrix Services. The Account shall include a record of Sub-Merchant Transactions and Fees. Payrix shall provide Sub-Merchant with credentials for access to the Account. Sub-Merchant may not disclose such codes or permit any third party to use them other than Third Party Servicers pursuant to a binding written agreement with Sub-Merchant. Sub-Merchant assumes full responsibility for the use of its Account and the access credentials thereto and shall indemnify Payrix for any and all claims, losses or other liabilities arising therefrom. Except as required to deliver or receive the Payrix Services or as otherwise required by law, Payrix shall not grant any third party access to the Account. Payrix may debit or credit the Sub-Merchant's bank account(s) associated with its Account in connection with its activities under this Agreement and may perform such debits and/or credits through a third party designated by Payrix who is a licensed money transmitter.

1. 3. Prohibited Merchants. All of the following Persons are prohibited from using the Payrix Services: (i) Persons who appear on the U.S. Department of the Treasury, Office of Foreign Assets Control, Specially Designated Nationals List; (ii) Persons who are less than 18 years of age; (iii) Persons, or their Affiliates who have been previously terminated for cause by Payrix or any of its Affiliates; and (iv) Persons who are not both domiciled and resident in the United States.
1. 4. Prohibited Activities. It is forbidden for a Sub-Merchant to use Payrix Services to assist in any illegal activity or any Prohibited Activity. Likewise, Sub-Merchant may not use Payrix Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control. Without any limitations on any other Prohibited Activity, Sub-Merchant hereby affirms that no payments whatsoever for firearms or ammunition or any parts or accessories that could modify the performance or action of any actual firearms (e.g., bump stocks) will be made through the Account. Payments for these items will be taken via alternate means only. Sub-Merchant may not itself or through any other Person: (i) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the Payrix Services and/or content made accessible by Payrix including any information, pictures, videos, text, graphics, software programs used by Payrix in connection with the Payrix Services and Content, or publicly display, reproduce, create derivative works from, perform, distribute, or otherwise use such Content, other than as permitted by Payrix in writing; (ii) make any use of the Content and/or Payrix Services on any other website or networked computer environment for any purpose, or replicate or copy the Content without Payrix's prior written consent; (iii) interfere with or violate any other services or user's right to privacy or other rights, or harvest or collect personally identifiable information about users of the Payrix Services without their express consent, including using any robot, spider, site

search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (iv) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (v) transmit or otherwise make available in connection with the Payrix Services any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (vi) interfere with or disrupt the operation of the Payrix Services, or the servers or networks that host the Payrix Services or make them available, or violate any requirements, procedures, policies, or regulations of such servers or networks; (vii) sell, license, or exploit for any commercial purposes any use of or access to the Payrix Services other than permitted by Payrix; (viii) forward any data generated from the Payrix Services without the prior written consent of Payrix; (ix) sub-license any or all of the Payrix Services to any third party; or (x) transfer or assign the Account password, even temporarily, to a third party.

1. 5.

Application. On sign-up and throughout the term of this Agreement, Sub-Merchant shall supply, through the Application and by such other means as Payrix may require, information concerning the Sub-Merchant, its Guarantor (if required by Payrix) and principals. Sub-Merchant shall notify Payrix of any changes in such information. Federal Regulations enacted pursuant to the USA Patriot Act and other applicable laws require financial institutions to verify the identity of every person who seeks to open an account with a financial institution. Sub-Merchant shall provide documentary verification as requested from time to time by Payrix in a manner acceptable to Payrix. Payrix, Processor, and Bank reserve the right to verify Sub-Merchant's identity through other non-documentary methods as deemed appropriate in their sole discretion. Payrix, Processor, and Bank may retain a copy of any document it obtains to verify Sub-Merchant's identity. Sub-

Merchant will elect on the Application to accept (full acceptance) or not accept (limited acceptance) Cards for payment. A full acceptance Sub-Merchant will accept all valid Cards unless Sub-Merchant provides thirty (30) days written notice to Payrix requesting limited acceptance and stating Sub-Merchant's election of Card types. Limited acceptance is not applicable to non-US issued Cards and is in all instances subject to the Rules. Sub-Merchant will prominently display Card signage provided by Payrix in its place(s) of business and the type of signage displayed will be in accordance with the Payment Networks accepted by Sub-Merchant and if Sub-Merchant participates in full or limited acceptance.

1. 6. Customers. Payrix is not party to any Sub-Merchant relationship with its Customer that necessitates the Transaction and Payrix shall have no obligations thereunder or in respect thereof. Sub-Merchant is solely responsible for its Product and all customer service issues related thereto including pricing, order fulfillment, order cancellation by Sub-Merchant or the Customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with Sub-Merchant personnel, policies or processes. Sub-Merchant shall post its customer service telephone number on its website. Sub-Merchant shall indemnify and hold harmless Payrix, Processor, Bank and their respective shareholders, directors, officers and employees harmless from any and all claims, losses or other liabilities arising from or in relation to Sub-Merchant's relationship with its Customer or any Product, including any and all costs associated with the legal defense related to such claims. Each Transaction submitted or processed hereunder shall represent a payment by a Customer to Sub-Merchant. Payrix and Bank make no representation or guarantee with respect to Customer funds availability, that a Transaction will be authorized or processed, or that a Transaction will not later result in a chargeback, reversal Return or Reversal. If Sub-Merchant is a non-profit organization, it shall retain sole and exclusive responsibility for classifying itself and its Transactions, issuing any required reports and receipts, and making any required tax or other filings.

1. 7

. Payrix Regulatory Status. Payrix is not a bank, money transmitter or other money services business. Payrix Services relate solely to the facilitation of Transactions between Customers and the Sub-Merchant pursuant to this Agreement. Settlement funds are not insured by Payrix, Processor, Bank or any third party. Payrix reserves the right to monitor use of the Payrix Services by Sub-Merchant and its Customers to ensure compliance with this Agreement, the Rules and applicable laws. If Payrix determines that Sub-Merchant is not in compliance with this Agreement, the Rules or applicable law, Payrix reserves the right to take appropriate action including, but not limited to suspending or terminating this Agreement or access to the Account. Bank, not Payrix, settles Card Transaction funds to Sub-Merchant, and Payrix does not settle ACH Transaction funds to Sub-Merchant. Payrix does not at any point hold, own or control funds in connection with the Payrix Services, nor does Payrix transmit money or anything of monetary value. In connection with the Payrix Services, Payrix does not actually or constructively receive, take possession of, or hold any money or anything of monetary value for transmission, and does not advertise, solicit or hold itself out as receiving money for transmission. The Bank is the party with sole responsibility for conducting the settlement of funds between Customers and Sub-Merchants.

1. 8. Platform Services and Third Party Servicers. Payrix assists in enabling Platforms to help Sub-

Merchant administer its Account with Payrix and provides services directly to Sub-Merchant or its Customers. When Sub-Merchant opens an Account through a Platform, Sub-Merchant authorizes Payrix to permit the Platform to (i) access Sub-Merchant's Account with Payrix and any data

contained in such Account; (ii) assist Sub-Merchant in creating and managing Transactions with Customers; and (iii) deduct Platform fees from funds payable to Sub-Merchant. Sub-Merchant agrees to pay all Platform fees in addition to the Fees as set forth in this Agreement. Sub-Merchant acknowledges and agrees that, with respect to any provision of this Agreement that expressly applies to the Platform (including this Section 8), the Platform shall be deemed an intended third-party beneficiary of such provision and shall have the right to enforce such provision directly against Sub-Merchant as though it were a party to this Agreement. Except as expressly set forth herein, no other rights, remedies, or obligations are conferred upon or imposed on the Platform under this Agreement. Payrix does not assume any responsibility with regard to the connectivity between Sub-Merchant and any Platform or Third Party Servicer. It is ultimately Sub-Merchant's responsibility to ensure that Sub-Merchant Transactions reach Payrix, Processor and the Bank in order to receive Payrix Services. Sub-Merchant shall not use any Third Party Servicer unless it has all necessary Payment Network registrations and is fully compliant with applicable law and the Rules, as determined by Payrix. Payrix is not liable for Third Party Servicers or their services even if the Site contains links to them or the Payrix Services are integrated with them. The inclusion of any link or integration to a Third Party Servicer does not imply an approval, endorsement, or recommendation by Payrix. Sub-Merchant agrees that Sub-Merchant accesses any such website at Sub-Merchant's own risk.

1. 9. Equipment/Third Party Services.

The following provisions apply if Sub-Merchant elects to
purchase supplies or purchase, rent, or otherwise use equipment from Payrix at any time:

1. (i) Equipment Terms of Use and Sale. As requested by Sub-Merchant and upon Payrix's approval, Payrix may lease, rent, sell or otherwise provide Equipment to Sub-Merchant in connection with this Agreement. Sub-Merchant agrees that Payrix may substitute a comparably valued device making up the Equipment in the event the device Sub-Merchant selected is out of stock or otherwise not currently available to Payrix and/or if Payrix reasonably believes that the requested Equipment is not compatible with Sub-Merchant's POS software or other equipment. Except as otherwise set forth in (ii) of this Section below, Sub-Merchant acknowledges that Payrix provides the Equipment to Sub-Merchant on an 'as is' basis, with no representations or warranties. Sub-Merchant agrees to release and hold Payrix harmless from any claims relating to any breach of manufacturer's or third party's warranties and that Payrix is not liable to Sub-Merchant for any loss, delay, error, interruptions or damage of any kind or character, whether direct, indirect or consequential, resulting from inoperable, defective or otherwise non-working Equipment. Sub-Merchant is solely responsible for complying with the Payment Network Rules and applicable laws regarding Sub-Merchant's use of the Equipment.

1. (ii) Equipment Support. Payrix agrees to provide limited technical support for installation and operation of the Equipment and to deliver to Sub-Merchant any available product warranties provided by the manufacturer of the Equipment or other third party. Payrix has no liability or responsibility for fulfilling the terms of the manufacturer or other third-party warranties, if any. Sub-Merchant's sole recourse relating to the manufacturer or other third-party warranty shall be through the manufacturer or, as applicable, the third party. Payrix or the Platform may assist Sub-Merchant in the repair or replacement of the Equipment, if necessary, as determined by Payrix or Platform, and subject to additional charges and/or required documentation. If Payrix or the Platform replaces the Equipment pursuant to the

above sentence, Sub-Merchant agrees to return the original Equipment, at Sub-Merchant's sole cost and expense, within ten (10) calendar days of Sub-Merchant's receipt of the replacement Equipment.

1. (iii) Use of the Equipment. The operating instructions will instruct Sub-Merchant in the proper use of the Equipment, and Sub-Merchant shall use and operate the Equipment only in such manner. Sub-Merchant agrees that Sub-Merchant will not acquire any title or proprietary right to any Equipment leased, rented, or otherwise provided free of charge by Payrix or Platform. Sub-Merchant will protect all such Equipment from loss, theft, damage or any legal encumbrance and will allow Payrix or Platform or other Payrix's designated representatives reasonable access to Sub-Merchant's premises for repair, removal, modification, installation and relocation of the Equipment. Payrix's suppliers, including where applicable, Platform, are intended third-party beneficiaries of this Agreement to the extent any terms pertain to Payrix's suppliers' ownership rights. Payrix's suppliers have the right to rely on and directly enforce the applicable terms of this Agreement against Sub-Merchant. Except for Equipment Sub-Merchant purchases, Sub-Merchant shall not permit the Equipment to be used by any other person or entity or at any address other than Sub-Merchant's address set forth in the Sub-Merchant Application without Payrix's express

written consent. With respect to any item of Equipment Payrix or Platform provides to Sub-Merchant, Sub-Merchant will not be liable for normal wear and tear, provided, however, that Sub-Merchant will be liable to Payrix in the event that an item of Equipment is lost, destroyed, stolen or rendered inoperative. Sub-Merchant agrees that Sub-Merchant's indemnification obligations under this Agreement apply to Sub-Merchant's use of the Equipment. Any unused equipment in its original packaging purchased from Payrix hereunder may be returned to Payrix at Sub-Merchant's expense within sixty (60) calendar days of receipt. Sub-Merchant shall receive a refund of any money paid, exclusive of shipping charges, in connection therewith subject to a re-stocking fee of an amount equal to twenty percent (20%) of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after sixty (60) calendar days.

1. (iv) Software. Sub-Merchant acknowledges that any Equipment provided under this Agreement is embedded with proprietary technology ("Software"). Sub-Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all times, Payrix or Payrix's suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Sub-Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, and/or create any derivative work based on such Software. Sub-Merchant's use of such Software shall be limited to that expressly authorized by Payrix. In the event the Equipment requires additional Software, Sub-Merchant is obligated to cooperate with Payrix and Platform for the receipt and installation of such Software and/or to participate in a dial in or other down-load procedure.

1. (v) Fees and Discontinued Use of Equipment. Sub-Merchant agrees to pay the lease, rental, and other fees and costs set forth in the Application or any order form or amendment or addendum to the Agreement, from the date on which the Equipment is provided to Sub-Merchant and continuing thereafter as provided in this Agreement. Furthermore, for any Equipment provided to Sub-Merchant not included in the Application, order form,

amendment, or addendum, Sub-Merchant agrees to pay the suggested retail price or Payrix's standard list price for the Equipment as invoiced to Sub-Merchant by Payrix or Platform. If Payrix or Platform provides Sub-Merchant Equipment at no cost, or Sub-Merchant rents or leases Equipment from Payrix, within fourteen (14) calendar days from the earlier of: (i) the end of the lease or rental term; (ii) upon such time that Sub-Merchant discontinues transmitting Customer Transactions through the Equipment to Payrix for a period of thirty (30) calendar days; or (iii) Sub-Merchant not submitting a transaction to Payrix within thirty (30) calendar days of the date Payrix provides Sub-Merchant the Equipment, Sub-Merchant agrees to, either: (a) return the Equipment to Payrix or Platform at Sub-Merchant's sole cost and expense, if so instructed by Payrix; or (b) otherwise pay the equipment non-return/non-use fee of up to $999.00 per device unless expressly otherwise agreed in writing. In the event Sub-Merchant discontinues transmitting customer transactions through the Equipment to Payrix for a period of thirty (30) calendar days within the initial term of the lease or rental, Sub-Merchant agrees that the monthly lease or rental fee set forth in the Application shall apply for the remainder of such initial term which monthly lease or rental fee will be accelerated and immediately charged to Sub-Merchant.

1. 10. Credit Check Consent; Financial Information. In connection with Sub-Merchant procuring Payrix Services from Payrix, Sub-Merchant understands that one or more consumer reports as defined in the FCRA may be obtained by Payrix from consumer reporting agencies and Sub-Merchant consents to Payrix obtaining such reports and agrees to provide Payrix with any information necessary to obtain such reports. Sub-Merchant (which term shall include its shareholders, officers and Guarantors in this consent) understands that this report may include information with respect to public record information, criminal records, motor vehicle operation history, education records, names and dates of previous employers, reason for termination of employment and work experience, and/or credit worthiness, capacity and standing, character, general reputation, personal characteristics, or mode of living, such information may be used to evaluate whether Sub-Merchant is an appropriate candidate for transacting with Payrix and this determination may be adverse to Sub-Merchant. Upon written or verbal notice at any time, Sub-Merchant agrees to furnish to Payrix its recent and/or historical financial statements and other financial information. From time to time, Payrix may request credit and other financial information concerning Sub-Merchant, its owners, Guarantors (if any) and principals, and Sub-Merchant agrees to furnish the information in a timely manner. Further, Sub-Merchant agrees to provide Payrix with prompt written notice of any adverse change in Sub-Merchant's financial condition that includes but is not limited to: any planned or anticipated liquidation; any significant change in the nature of Sub-Merchant's business; and any material judgment, writ, warrant of attachment, levy or adverse decision against Sub-Merchant affecting its financial condition. The information obtained will not be provided to any parties other than to designated authorized representatives of Payrix. Sub-Merchant further understands that a consumer reporting

agency may not give out information about Sub-Merchant to Payrix without Sub-Merchants' written consent. Sub-Merchant hereby authorizes Payrix now, or at any time while it is party to an agreement with Payrix or otherwise engaged by Payrix, to obtain, either directly or through an Affiliate or other third party, a consumer report on Sub-Merchant. This authorization does not include the release of Sub-Merchant's medical information. A copy, fax or scan of this consent shall be considered as effective and valid as the original. Sub-Merchant understands that in the event any adverse action is taken against Sub-Merchant based in whole or in part on the consumer report, Payrix shall (i) provide notice to Sub-

Merchant of the adverse action; (ii) disclose Sub-Merchant's credit score; (iii) provide Sub-Merchant with the name, address and telephone number of the consumer reporting agency; and (iv) provide notice of Sub-Merchant's rights under the FCRA. On request, California, Minnesota and Oklahoma residents, can obtain a copy of any consumer credit report requested by Payrix. On request, New York residents can be informed if a consumer credit report has been requested on them by Payrix as well as the name of the agency providing the report. Sub-Merchant and its Guarantors have read and understand the above and authorize Payrix to perform the above investigations. Sub-Merchant must provide accurate and complete information. If Payrix cannot verify that this information is complete and accurate, Payrix may deny Sub-Merchant use of Payrix Services, or close the Sub-Merchant Account.

1. 11. Fees. Sub-Merchant shall pay Fees for the Payrix Services. Fees shall be paid to Payrix by offsets from Transaction fund settlements to the Sub-Merchant's bank account(s), daily ACH Transaction billing against Sub-Merchant's bank account(s), monthly ACH Transaction billing against Sub-Merchant's bank account(s), or any other billing method chosen by Payrix. If there are insufficient Card Transaction funds to cover Fees, or if any ACH Transaction billing is rejected due to insufficient funds in the Sub-Merchant's bank account(s), then Sub-Merchant shall pay the Fees immediately. Platform may also have provided disclosure to Sub-Merchant concerning Fees. In the event of any inconsistency between Fees disclosed to Sub-Merchant by Platform and those disclosed by Payrix, the higher of the two shall apply. If any fees are blank or identified as not applicable on the Application, then Payrix will assess Sub-Merchant Payrix's standard fees for such transaction(s) or item(s). Payrix may change or add fees and/or charges upon notice to Sub-Merchant via Payrix's Service Delivery Process, and such changes and/or additions to fees and charge shall be effective on no less than ninety (90) days' notice. Payrix has the right to round, assess, and calculate interchange and other fees and amounts and on return, chargeback and certain other transactions retain such amounts, in accordance with Payrix's standard operating procedures. The Payrix Service used by Payrix to provide Sub-Merchant monthly statements summarizing the transaction processing of Sub-Merchant and fees may be via Payrix's online Sub-Merchant portal.

1. 12. Transaction Authorizations. Sub-Merchant shall not submit Transactions hereunder unless they are submitted in the correct manner, including the Sub-Merchant being in possession of Transaction receipts and not submitting Transactions until they are complete, (i.e. the goods or services are shipped/provided) and the Transaction is in the correct currency and within the correct time limit, as applicable. Sub-Merchant may set a minimum Card Transaction amount to accept that provides access to a credit account, under the following conditions: (i) the minimum Card Transaction amount does not differentiate between card issuers; (ii) the minimum Card Transaction amount does not differentiate between Payment Networks; and (iii) the minimum Card Transaction amount does not exceed $10.00 (or any higher amount established by the Federal Reserve by regulation). Sub-Merchant may set a maximum Card Transaction amount to accept that provides access to a credit account, under the following conditions: (a) the Customer (i) is a department, agency, or instrumentality of the U.S. Government; or (ii) is a corporation owned or controlled by the U.S. Government; or (iii) is a Customer whose primary business is reflected by one of the following MCCs: (x) MCC 8220 – Colleges, Universities, Professional Schools, Junior Colleges; (y) MCC8244 – Schools, Business and Secretarial; or (z) MCC 8249 – Schools,

Trade and Vocational; and (b) the maximum Card Transaction amount does not differentiate between card issuers; and (c) the maximum Card Transaction amount does not differentiate between Payment Networks. Bank shall hold, receive, disburse and settle Transaction funds on Sub-Merchant's behalf. Subject to this Agreement, Sub-Merchant also authorizes Bank to debit or credit any payment card or other payment method Payrix accepts. Sub-Merchant authorizes Payrix Bank to initiate electronic ACH debit and credit entries to Sub-Merchant's bank account(s) and to initiate adjustments for any Transactions credited or debited in error. Sub-Merchant agrees to be bound by the Rules, and Sub-Merchant agrees that all ACH Transactions that Sub-Merchant initiates will comply with the NACHA Rules and all applicable law. In the event of any inconsistency or conflict between any provision of this Agreement and the Rules, the Rules shall govern. Sub-Merchant's authorization will remain in full force and effect until Sub-Merchant notifies Payrix that Sub-Merchant revokes such authorization by contacting Payrix through the Account. Sub-Merchant understands that Payrix requires a reasonable time to act on Sub-Merchant revocation.

1. 13. Settlement. Each Account must be linked to at least one verified Sub-Merchant bank account; meaning, the Sub-Merchant bank account(s) must match the routing number and account number provided by Sub-Merchant as well as Sub-Merchant’s legal entity name or registered DBA name. The Bank will transfer funds to the Sub-Merchant's bank account(s) according to this Agreement. If Bank cannot transfer the funds to the Sub-Merchant's bank account(s) (due to inaccurate or obsolete bank account information entered by the Sub-Merchant, or for any other reason), Payrix may refund the funds to the Customer or escheat them as provided below. None of Bank, Payrix or the Customer will have any liability to Sub-Merchant for funds so refunded. Settlements to a bank account shall be limited or delayed based on Sub-Merchant’s perceived risk and history with Payrix as determined by the sole and absolute discretion of Payrix or Bank and Payrix may debit any Sub-Merchant bank account(s) for any reason permitted in this Agreement. Unless otherwise agreed in writing by Payrix, Transaction settlement shall be by ACH to the Sub-Merchant’s bank account(s).

1. 14. Sub-Merchant Transaction Disclosure and Privacy Policy. Sub-Merchant must not: (i) require a Customer to complete a postcard or similar device that includes the Customer’s account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions, unless applicable law expressly requires that Sub-Merchant be permitted to impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) asses a surcharge to Transactions, except as expressly permitted by, and in full compliance with the Rules; (iv) request or use a card account number for any purpose other than as payment for its goods or services; (v) disburse funds in the form of travelers cheques, if the sole purpose is to allow the Customer to make a cash purchase of Products from Sub-Merchant; (vi) disburse funds in the form of cash, unless the Sub-Merchant is dispensing funds in the form of travelers cheque, TravelMoney cards, or foreign currency (in this case, the Transaction amount is limited to the value of the travelers cheques, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-Merchant); (vii) disburse funds of cash unless Sub-Merchant is participating in full compliance with a program supported by a Payment Network for such cash disbursement; (viii) enter into interchange or otherwise originate any Transaction for a Transaction that was previously charged back to the Bank and subsequently returned to the Sub-Merchant, irrespective of Customer approval; provided, that Sub-Merchant may re-originate an ACH Transaction up to two times within 180 days if

the initial ACH Transaction was returned for insufficient or uncollected funds (Sub-Merchant may pursue payment from the Customer outside the Payrix Services); (ix) accept a Visa Consumer Credit Card or Commercial Visa Product, issued by a U.S. issuer, to collect or refinance an existing debt; (x) accept a card to collect or refinance an existing debt that has been deemed uncollectable by the merchant providing the associated goods or services; (x) enter into interchange a Transaction that represents collection of a dishonored check; (xi) originate an ACH Transaction for a Customer if an ACH Transaction for that Customer has been returned as unauthorized, until a new Authorization is obtained from that Customer; (xii) change any aspect of what goods or services it sells or how they are sold without prior written consent of Payrix and Bank; (xiii) request a Card Verification Value2 (“CVV2”) for a card present transaction nor retain or store any portion of the magnetic stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Rules; or (xiv) submit a transaction that does not result from an act between the Customer and the Sub-Merchant. Sub-Merchant shall post a privacy policy that complies with the Rules and applicable law to its website and shall honor the terms thereof.

1. 15. Reserves. Where deemed necessary or appropriate by Bank or Payrix, Bank shall create a Reserve in order to protect Bank or Payrix from actual or potential liabilities hereunder. The Reserve will be in an amount determined by Payrix in its sole and absolute discretion to cover anticipated chargebacks, returns, unshipped Product and/or unfulfilled services, Reversals, Returns, or other amounts owing by Sub-Merchant hereunder, or credit risk based on Sub-Merchant processing history. The Reserve may be raised, reduced or removed at any time by Bank or Payrix. Where the Reserve is not adequately funded, Sub-Merchant shall pay all amounts requested by Payrix for the Reserve within one (1) business day of a request for such amounts and Bank and Payrix may build the Reserve by off-sets from Transaction settlements or by debiting any bank account of the Sub-Merchant by ACH. Sub-Merchant grants Payrix a security interest in and lien on any and all funds held in any Reserve, and also authorizes Payrix to make any withdrawals or debits from the Reserve, without prior notice to Sub-Merchant, to collect amounts that Sub-Merchant owes Payrix under this Agreement, including without limitation, for any Reversals or other reversals of deposits or transfers. Sub-Merchant will execute any additional documentation required for Payrix to perfect Payrix's security interest in any funds in the Reserve. This security interest survives

for as long as Payrix holds funds in Reserve; however, it does not apply to any funds for which the grant of a security interest would be prohibited by law. Sub-Merchant irrevocably assigns to Payrix all rights and legal interests to any interest or other earnings that accrue or are attributable to the Reserve.

1. 16. Customer Data Security and Compliance. If Sub-Merchant collects, stores, uses or discloses any Customer Data, Sub-Merchant shall, and shall cause its Third Party Servicers to, comply with PCI DSS and all other applicable laws and the Rules relating thereto, and shall certify such compliance when requested by Payrix. Without limiting the foregoing, Sub-Merchant shall comply to the extent applicable with NACHA Rules requiring certain large ACH Transaction originators to render account numbers unreadable when stored at rest electronically. Sub-Merchant shall use only PCI DSS compliant Third Party Servicers in connection with the storage, processing, or transmission of Customer Data and shall be exclusively liable for any security breaches of its systems or any other PCI DSS violations or violations of other applicable laws or the Rules. Sub-Merchant has exclusive responsibility for

security of Customer Data and other information on Sub-Merchant systems or those under its control. Sub-Merchant is aware of and shall comply with all applicable laws, Rules, and regulations in connection with Sub-Merchant collection, security and dissemination of any personal, financial, or transaction information. Without limitation, Sub-Merchant shall maintain policies and procedures to reduce the risk of loss from transactions that may pose significant fraud, regulatory, or legal risk, or may cause reputational damage to Payrix or any third party. Sub-Merchant shall maintain adequate security so as to prevent a breach of Customer Data. In the event of any actual or suspected breach of data in possession or control of Sub-Merchant or one of its Third Party Servicers, Sub-Merchant shall immediately notify Payrix thereof and also comply with all applicable laws and Rules concerning the breach. Sub-Merchant shall obtain from each Customer all consents required under the Rules and applicable law for the collection, use, storage and disclosure of any and all information provided by Customers or obtained by Sub-Merchant or its agents or Third Party Servicers under Sub-Merchant's relationship with its Customer or otherwise for use by Payrix, Processor, Bank and all third parties as set forth in this Agreement and that assist in the delivery of the Payrix Services. Sub-Merchant shall indemnify and hold Payrix and Bank harmless from and against any liability arising on account of or in relation to the failure by Sub-Merchant to obtain consents from Customers related to their information or cards. Sub-Merchant expressly consents for Payrix, Processor, Bank and all third parties that assist in the delivery of the Payrix Services to collect, use, store and disclose Payrix information, including that provided in the Application, information concerning Customers, Transactions, and the business of the Sub-Merchant in order to supply the Payrix Services, generate reports, to reduce fraud, provide customer support, create and share aggregated and/or anonymized data concerning Sub-Merchant Customers and Customer Data, and the Payrix Services and assessing the risk associated with the Sub-Merchant. Payment Networks shall have the right to use Sub-Merchant name, address, and internet addresses and Sub-Merchant authorizes Payrix to provide any such Payment Networks with any of Sub-Merchant's information requested by the Payment Network. Payrix reserves the right, at its sole but reasonable discretion, without prior consent of Sub-Merchant, to make reasonable changes to the Payrix Services or implement other risk management controls deemed necessary by Payrix or its suppliers to manage risk. Sub-Merchant shall comply with all such changes.

1. 17. Taxes. Sub-Merchant has the exclusive responsibility to calculate, charge, collect and remit state and other taxes applicable to Product sales. Payrix may have tax reporting responsibilities in connection with the Payrix Services such as an Internal Revenue Service report on Form 1099-K.

1. 18. Refunds and Returns. Sub-Merchant agrees to process returns of and provide refunds and adjustments for Products in accordance with this Agreement and the Rules. The Rules require that Sub-Merchant will: (i) maintain a fair return, cancellation or adjustment policy; (ii) disclose Sub-Merchant return or cancellation policy to Customers at the time of purchase; (iii) not give cash refunds to a Customer in connection with a payment card sale, unless required by law; and (iv) not accept cash or any other item of value for preparing a payment card sale refund. Sub-Merchant's refund policies must be the same for all payment methods and should specifically include a requirement for prompt payment of refunds in order to limit chargeback risk.

1. 19. Chargeback Liability. The amount of a Card Transaction may be charged back to Sub-Merchant for a variety of reasons under the Payment Network Rules. The amount of an ACH Transaction may be subject to Reversal for wrong dollar amount, wrong account number, duplicate transaction or other reasons under the NACHA Rules. Sub-Merchant is responsible for all chargebacks and Reversals, whether or not the chargeback or Reversal complies with the Rules. Sub-Merchant shall immediately pay Payrix the amount of all chargeback and related Fees, fines, or penalties assessed by the Bank, Processor, the Payment Networks or

any other third party. If Sub-Merchant does not have sufficient funds in its bank account(s) to pay such amounts, Payrix can offset the amounts thereof from other Transaction amounts owing to Sub-Merchant hereunder, debit the amount by ACH Transaction from the Sub-Merchant's bank account(s) or oblige Sub-Merchant to make immediate payment thereof. If Payrix determines that Sub-Merchant is incurring an excessive amount of chargebacks, Returns or Reversals, Payrix or the Bank may establish controls or conditions governing Sub-Merchant's Account, including without limitation, by: (i) assessing additional Fees; (ii) creating a Reserve in an amount reasonably determined by Payrix; (iii) delaying payment; and (iv) terminating or suspending the Payrix Services or closing the Account. Sub-Merchant shall assist in the investigation of any and all chargebacks, Returns, Reversals and other actual or potential Transaction disputes and shall timely provide such information to Payrix as Payrix may request.

1. 20. Recoupment of Funds
Owing to Payrix. Where amounts are owing from Sub-Merchant
to Payrix hereunder, Payrix shall have the right to immediately, without prior consent or notice, offset or debit such amounts from funds: (i) deposited by Sub-Merchant; (ii) due to Sub-Merchant under this Agreement; (iii) held in the Reserve; or (iv) available in Sub-Merchant bank account(s), or other payment instrument registered with the Bank. Sub-Merchant's failure to pay in full amounts that Sub-Merchant owes Payrix on demand will be a breach of this Agreement. Sub-Merchant will be liable for Payrix costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by applicable law. In its discretion, Payrix may make appropriate reports to credit reporting agencies and law enforcement authorities and cooperate with them in any resulting investigation or prosecution. Sub-Merchant hereby expressly agrees that all communication in relation to delinquent Accounts will be made as permitted under this Agreement. Such communication may be made by Payrix or by anyone on its behalf, including but not limited to a third party collection agent.

1. 21. Escheatment. If there is no activity in an Account for the period of time set forth in the applicable unclaimed property laws, and Sub-Merchant has a credit, Payrix may notify Sub-Merchant by sending an email to Sub-Merchant's registered email address. Payrix may also notify Sub-Merchant by U.S. mail. Payrix will give Sub-Merchant the option of keeping the Account open, withdrawing the funds, or requesting a check. If Sub-Merchant does not respond to Payrix notice within the time period specified in the notice, Payrix may close the Account and Sub-Merchant funds may escheat in accordance with applicable law.

1. 22. Recordkeeping. Sub-Merchant shall have exclusive responsibility for: (i) compiling and retaining permanent records of all Transactions and other data, and (ii) reconciling all

Transaction information that is associated with Sub-Merchant's Account. If Sub-Merchant believes that there is an error associated with Sub-Merchant's Account, Sub-Merchant must notify Payrix in writing within 60 days after the suspected error occurred. Sub-Merchant's failure to notify Payrix within such time period will result in Payrix not being responsible for investigating or effecting any requested adjustments as a result of any error. Upon five (5) business days' notice or immediately upon the direction of a Payment Network, a Payment Network, or Payrix at the direction of a Payment Network, may conduct an on-site audit of Sub-Merchant, and Sub-Merchant agrees to cooperate with such audit.

1. 23. Term and Termination. The Agreement shall become effective when it is accepted by both parties hereto and shall terminate as set forth herein. Payrix and Bank have the right to terminate this Agreement at any time for any reason or for no reason. On any termination hereof, Sub-Merchant shall immediately cease using the Payrix Services and the Account. Payrix shall have the right to delete all Account information on any termination hereof, but it also has the right to retain copies thereof for up to five (5) years. Payrix and Bank shall not have any liability to Sub-Merchant resulting from a termination hereof. This Agreement shall terminate immediately if a Payment Network requires Payrix to terminate this Agreement. Sub-Merchant may terminate this Agreement by closing Sub-Merchant's Account at any time. When Sub-Merchant closes the Account, any pending Transactions will be cancelled. Any funds that the Bank is holding in custody for Sub-Merchant at the time of closure, less any applicable Fees and other liabilities of Sub-Merchant, will be paid out to Sub-Merchant according to Sub-Merchant's payment schedule. Bank may also withhold such funds pending investigation of Sub-Merchant Transactions or potential liabilities hereunder. On any termination hereof, Sub-Merchant shall remain liable hereunder for any and all Fees or costs accrued prior to or following termination and any other amounts owed by Sub-Merchant to Payrix, Bank or a Payment Network.

1. 24. Marks/IP. Sub-Merchant may use the trademarks and service marks of Payrix, and the Payment Networks (the "Marks") as provided by the Rules and subject to the sole discretion and approval of Payrix. Upon termination of this Agreement, Sub-Merchant agrees that it shall no longer use the Marks or anything similar thereto. Payrix reserves all rights not

expressly granted to Sub-Merchant in this Agreement. Payrix owns the title, copyright and other worldwide intellectual property rights in the Payrix Services and all copies of the Payrix Services. This Agreement does not grant Sub-Merchant any rights to Payrix's trademarks or service marks, nor may Sub-Merchant remove, obscure, or alter any of Payrix's trademarks or service marks included in the Payrix Services. All comments and suggestions concerning the Payrix Services provided to Payrix shall be the property of Payrix and Sub-Merchant shall not have any rights therein.

1. 25. Indemnification. Sub-Merchant shall indemnify, defend and hold Payrix, its Processor, Bank, Payment Networks and all third parties that assist in providing the Payrix Services, as well as Customers and their respective employees, directors, and agents harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to: (i) any actual or alleged breach of Sub-Merchant representations, warranties, or obligations set forth in this Agreement, including

without limitation any violation of Payrix policies or the Rules; (ii) Sub-Merchant's wrongful or improper use of the Payrix Services; (iii) any Transaction submitted by Sub-Merchant through the Payrix Services (including without limitation the accuracy of any Product information that Sub-Merchant provides or any claim or dispute arising out of Products offered or sold by Sub-Merchant); (iv) Sub-Merchant's violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (v) Sub-Merchant's violation of any applicable law; or (vi) any other party's access and/or use of the Payrix Services with Sub-Merchant's access credentials provided by Sub-Merchant directly or indirectly by and through its Third Party Servicers. Any indemnification obligation of Sub-Merchant arising in connection with this Agreement shall apply to the maximum extent permitted by applicable law.

1. 26. Sub-Merchant Representations. Sub-Merchant represents to Payrix and Bank that: (i) Sub-Merchant is eligible to register and use the Payrix Services and has the authority and capacity to enter into and perform under this Agreement; (ii) the name identified by Sub-Merchant when Sub-Merchant registered is Sub-Merchant name or business name under which Sub-Merchant sells goods and services; (iii) each Transaction submitted or originated by Sub-Merchant shall represent a bona fide sale by Sub-Merchant; (iv) any Transactions submitted by Sub-Merchant will accurately describe the Product sold and delivered to a Customer; (v) each ACH Transaction originated by Sub-Merchant is in accordance with a valid Authorization that complies with all applicable NACHA Rules and that has not been revoked or terminated, the original or a copy of which is held by Sub-Merchant and can be produced upon request; (vi) Sub-Merchant shall fulfill all of Sub-Merchant's obligations to each Customer for which Sub-Merchant submits a Transaction and will resolve any consumer dispute or complaint directly with the Customer; (vi) Sub-Merchant and all Transactions initiated by Sub-Merchant shall comply with all applicable laws and the Rules; (vii) except in the ordinary course of business, no Transaction submitted by Sub-Merchant through the Payrix Services will represent a sale to any principal, partner, proprietor, or owner of Sub-Merchant entity; and (viii) Sub-Merchant will not use the Payrix Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Payrix Services.

1. 27. No Warranties. THE PAYRIX SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. USE OF THE PAYRIX SERVICES IS AT SUB-MERCHANT'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PAYRIX SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

1. 28. Limitation of Liability. PAYRIX, ITS PROCESSOR and Bank SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES. PAYRIX'S, ITS PROCESSOR'S and Bank's LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED $10,000. PAYRIX, ITS PROCESSOR and Bank SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (I) AN ACT OR OMISSION OF SUB-MERCHANT OR ITS AFFILIATES OR ANY CUSTOMER; (II) SUB-MERCHANT USE OF OR SUB-MERCHANT INABILITY TO USE THE PAYRIX SERVICES; (III)

DELAYS OR DISRUPTIONS IN THE PAYRIX SERVICES, (IV) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE PAYRIX SERVICES; (V) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE PAYRIX SERVICES; (VI) ACT OR OMISSIONS OF THIRD PARTIES; (VII) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT WITH RESPECT TO SUB-MERCHANT ACCOUNTS; (VIII) PAYRIX'S NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR SUB-MERCHANT'S

DIMINISHED ABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THIS AGREEMENT OR PAYRIX'S POLICIES OR PAYRIX SERVICES MADE IN ACCORDANCE WITH THIS AGREEMENT OR APPLICABLE LAW; (IX) BREACHES BY SUB-MERCHANT OF THIS AGREEMENT; (X) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; (XI) ACTS OR OMISSIONS OF THIRD PARTY SERVICERS, INCLUDING BUT NOT LIMITED TO THE PLATFORM; OR (XII) Bank, PAYRIX OR ONE OF Payrix's SUPPLIERS ELECTING TO SUSPEND PROVIDING PAYRIX SERVICES IN RESPECT OF SUB-MERCHANT OR A CUSTOMER ON THE BASIS OF ITS LEGAL, COMPLIANCE, OR RISK POLICIES.

1. 29. Direct Merchant Status. Certain Payment Networks may require that Sub-Merchant enter into a direct contractual relationship with the Bank if certain criteria are met. These criteria are met if the Sub-Merchant processes more than $1,000,000 in payment transactions through Visa or MasterCard in a twelve-month period. If this happens, Sub-Merchant will immediately become bound by Processor's then current direct merchant agreement, the current version of which is set forth at https://portal.payrix.com/terms, (the "Direct Merchant Agreement") whereby in such Direct Merchant Agreement, Sub-Merchant may be referred to as Merchant and be party to the Direct Merchant Agreement along with the Processor and the Member Bank(s) listed in the Direct Merchant Agreement. If Sub-Merchant becomes bound by the Direct Merchant Agreement, the Member Bank providing Transaction settlement funds into Sub-Merchant's bank account(s) will be the acquirer with regard to those Transactions. Full contact information for each Member Bank is set out in the Direct Merchant Agreement. Additionally, in the event Sub-Merchant is participating in certain business categories and has Charge Volume in excess of (1) $1,000,000 in a rolling twelve month period, or (2) $100,000 in any three consecutive months ("High CV Merchant"), American Express may convert Sub-Merchant to a direct Card acceptance relationship. Upon conversion, Sub-Merchant will be bound by American Express' then-current Card Acceptance Agreement and corresponding pricing and fees. Sub-Merchant shall comply with the Rules, including those posted at the following sites and are incorporated herein by reference: usa.visa.com, www.mastercard.com, www.americanexpress.com and www.discover.com. In the event of any inconsistency or conflict between any provision of this Agreement and the Rules, the Rules shall govern. Sub-Merchant agrees to comply with the specific requirements set forth in the American Express Program requirements set forth below in these terms and conditions, regardless of the amount of American Express charge volume.

1. 30. Sub-Merchant Obligations with Respect to ACH Transactions. Sub-Merchant shall be primarily liable to Payrix for any credit entries originated and for any debit entries returned or reversed. In addition to its other obligations hereunder with respect to Transactions, Sub-Merchant agrees as follows with respect to ACH Transactions:

1. (i) Sub-Merchant shall prepare and submit all electronic entries to Payrix in accordance with the terms, conditions and specifications set forth herein and as Payrix may specify from time to time. Sub-Merchant shall not cancel or amend any entry after its submission to Payrix other than as permitted by Payrix in Payrix's sole discretion.
2. (ii) Sub-Merchant shall comply at all times with all data security rules promulgated by NACHA. Without limiting the foregoing, Sub-Merchant shall transmit all entries via a secured electronic network or via a commercially reasonable security technology acceptable to Payrix and compliant with the NACHA Rules. Sub-Merchant shall (a) establish, maintain and update commercially reasonable security measures to maintain the confidentiality of Customers' account numbers, routing numbers, non-public personally identifiable information, and sales information and (b) maintain processes and procedures to protect against unauthorized transactions and network infections and to verify the identity of routing numbers and receivers.
3. (iii) Sub-Merchant shall ensure the correctness, both as to content and form, of all entries and information submitted to Payrix. If any information is not readable, out of balance, or un-processable, Sub-Merchant shall correct and resubmit the information to Payrix. Payrix is not responsible for detecting any errors in the transmission or content of any entries, including duplicate entries. Payrix may reject any entry submitted by Sub-Merchant. In the event that an entry is rejected for any reason, Sub-Merchant shall remake such entry.
4. (iv) Sub-Merchant shall not originate an ACH Transaction with respect to any Customer until Sub-Merchant has obtained from such Customer an authorization (an "Authorization"), as required by the NACHA Rules and reasonably acceptable to Payrix, to make prearranged debits from the Customer's bank account(s). Such Authorization may be in the form of either (a) a signed written agreement from the Customer, with a copy thereof given to the Customer, or (b) an electronic record compliant with the requirements of the Electronic Signatures in Global and National Commerce Act (E-Sign) and legally binding in the same manner as are hard copy documents executed by hand signatures, with the electronic record capable of retention by print or otherwise. Sub-Merchant shall retain the original or a copy of the Authorization as prescribed in the NACHA Rules and, upon Payrix's request, shall

promptly furnish to Payrix an original or a copy of the Authorization. Should Sub-Merchant wish to change the amount or date of billing of an ACH Transaction in respect of any Customer, it shall first obtain a new Authorization.

5. (v) Sub-Merchant shall at all times comply with the NACHA Rules with respect to each ACH Transaction and agrees to assume the responsibilities, of an “Originator” under the NACHA Rules. Without limiting the foregoing, Sub-Merchant shall comply with NACHA Rules that require all merchants who accept ACH to have “commercially reasonable” processes in place that validate routing numbers and verify that its Customer’s bank account is in good standing. In the event that the operating rules of a local or regional clearing house, or the arrangements between Payrix and a depository institution, are more restrictive than the NACHA Rules, Sub-Merchant shall comply with such rules.

6. (vi) Sub-Merchant shall not originate any entries that violate the laws of the United States. Without limiting the foregoing, Sub-Merchant shall confirm, with respect to each Customer, that U.S. companies are not restricted from doing business with such Customer under rules and regulations of OFAC; and Sub-Merchant shall not originate any Transactions for Customers with respect to which U.S. companies are so restricted.

1. 31. C

onfidentiality. Unless otherwise required by law, Sub-Merchant shall, and shall cause its Affiliates to, hold in strict confidence at all times following the date hereof all Payrix, Bank

and Processor Confidential Information, and neither Sub-Merchant nor any of its Affiliates shall use such Confidential Information for any purpose other than for the performance of Sub-Merchant’s duties and obligations hereunder. If Sub-Merchant breaches, or threatens to breach, any of the provisions of this Section, in addition to any other rights Payrix may have, including a claim for damages, Payrix shall have the right to have the provisions of this Section specifically enforced, and Sub-Merchant’s breach or threatened breach enjoined, by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by Sub-Merchant), it being agreed that any breach or threatened breach of this Section would cause irreparable harm to Payrix in that money damages would not provide an adequate remedy.

1. 32. Governing Law Jury Waiver and Class Action Waiver

. This Section applies to Sub-Merchant, any Guarantor, or any other party who claims an interest in this Agreement.

1. (i) The Agreement and any dispute, difference, controversy, or claim directly or indirectly arising out of, relating to, or otherwise in connection with it or its subject matter or formation (including non-contractual disputes, differences, controversies or claims) shall be governed by and shall be construed, resolved, and enforced in accordance with the Laws of the State of Ohio without regard to that state’s choice-of-law provisions or principles. The parties hereby consent to service of process, personal jurisdiction, and venue in the state and federal courts located in Cincinnati, Ohio or Hamilton County, Ohio, and select such courts as the exclusive forum with respect to any action or proceeding brought to enforce any liability or obligation under this Agreement. EACH PARTY WAIVES ANY DEFENSE OF INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING SO BROUGHT AND WAIVES THE RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING. Where Sub-Merchant or Payrix are not able to resolve a dispute with American Express, or a claim against Payrix or any other entity that American Express has a right to join, the American Express Program requirements set forth below in these terms and conditions will apply.

1. (ii) THE PARTIES EXPRESSLY AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR TO CONSOLIDATE INDIVIDUAL CLAIMS INTO A SINGLE PROCEEDING. THIS WAIVER APPLIES TO ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS UNDER CONSUMER PROTECTION LAWS, ANTITRUST LAWS, OR ANY OTHER APPLICABLE LAWS.

1. 33. Limitation on Time to Initiate a Dispute

. Unless otherwise required by law, an action or

proceeding by Sub-Merchant relating to any dispute or claim by Sub-Merchant hereunder must commence within one year after the cause of action accrues failing which Sub-Merchant foregoes any rights in respect thereof.

1. 34. Amendment of Agreement. Payrix reserves the right to modify the Payrix Services or change or add to the terms of this Agreement or any exhibit, attachment or document linked hereto at any time with electronic notice to Sub-Merchant through the Account, or by such

other means as it may select, in a manner and at such time as Payrix deems reasonable. Such changes and additions may be to any of the terms hereof, including but not limited to Fees. If Sub-Merchant continues to process Transactions after actual or constructive notice of change(s) and/or addition(s) by Payrix, Sub-Merchant will be deemed to have accepted the change(s) and/or addition(s). This Agreement may also be amended by written agreement between the parties hereto.

1. 35. Independent Contractors. The relationships of the parties to this Agreement shall be solely that of independent contractors, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors. Sub-Merchant is responsible for ensuring compliance of its employees and agents with the terms of this Agreement. Further, Sub-Merchant is responsible for the actions of its employees and agents.

1. 36. Guaranty. If an individual executes this Agreement on behalf of Sub-Merchant as a guarantor following a request by Payrix, then such individual personally guarantees performance by the Sub-Merchant hereunder, shall be deemed to be a Guarantor for all purposes, and shall be joint and severally liable with Sub-Merchant for all liabilities of the Sub-Merchant hereunder.

1. 37.Assignment. The Sub-Merchant may not assign or otherwise transfer any or all of its rights or obligations under this Agreement without Payrix's prior written consent, and any assignment without such prior written consent will be null and void. Payrix and Bank may assign any of its rights or obligations hereunder to a third party on electronic notice to Sub-Merchant through the Account.

1. 38. Electronic Signatures,

Notices and Electronic Communication. When provided to Sub-Merchant for execution in electronic form, this Agreement and all related electronic

documents, shall be governed by the provisions of the Electronic Signatures in Global and National Commerce Act. By pressing Submit, Accept or I Agree, Sub-Merchant agrees: (i) that the Agreement and related documents shall be effective by electronic means; (ii) to be bound by the terms and conditions of this Agreement and related documents; (iii) that Sub-Merchant has the ability to print or otherwise store the Agreement and related documents; and (iv) to authorize Payrix to conduct an investigation of Sub-Merchant's credit history and that of its principals with various credit reporting and credit bureau agencies for the sole purpose of determining acceptance of this Agreement and ongoing performance hereunder as described in Sections 5 and 10 of these terms and conditions to the Agreement. Sub-Merchant agrees to receive all communication under this Agreement by electronic means (which may also be by phone and may be made by Payrix or by anyone on its behalf), including but not limited to communications regarding agreements and policies, such as this Agreement and Payrix's privacy policy. Sub-Merchant shall make sure that its primary email address is up to date in the Account and it shall check that email periodically and not less than once per week. In the event that any email from Payrix or other communication is blocked by a spam filter or other issue outside of the control of Payrix, Sub-Merchant shall be deemed to have received the communication all the same. All notices and other

communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be sent by electronic mail to the following addresses, if to Payrix, support@payrix.com, and if to Sub-Merchant, to the e-mail address indicated on the Account. Any notice sent in accordance with this Section shall be effective upon transmission and electronic confirmation of receipt, or if transmitted and received on a non-business day, on the first business day following transmission and electronic confirmation of receipt. Any notice of default of Payrix sent to Payrix shall also be sent by courier to the address of Payrix appearing on the Site with proof of delivery.

1. 39. Whole Agreement; No Waiveever; Srability. No failure, delay of forbearance of either party in exercising any power or right hereunder will in any way restrict or diminish such party's rights and powers under this Agreement or operate as a waiver of any breach or nonperformance by either party of any terms of conditions hereof. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and the unenforceable provision shall be enforced to the maximum extent permissible under law. Furthermore, if Sub-Merchant is a governmental entity, its obligations under this Agreement are subject to the limits or restrictions that may be provided in applicable state and local rules or laws. Except as otherwise expressly set forth in the contrary, nothing in this Agreement shall be construed or be deemed to create any rights or remedies in or for the benefit of any third party.

1. 40. Survival. Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement. For greater certainty but without limitation, the indemnification, limitation of liability and confidentiality clauses shall survive termination hereof.

1. 41. Special Association Considerations.

There are a few special rules regarding your
participation in the Discover and American Express Card programs.
1. A. Discover.
Payrix has no liability for not processing or settling a retained Discover merchant's Discover Cards (as defined by Discover).
2. B. American Express.
The following terms apply only to Sub-Merchant's American Express Program (see the American Express Merchant Operating Guide, which can be located at http://www.americanexpress.com/merchantopguide for capitalized terms).
1.
2.
3.
i. Exchange of Information. Sub-Merchant authorizes Payrix to exchange transaction and settlement information with American Express on Sub-Merchant's behalf.
ii.
American Express Program Terms. Sub-Merchant agrees to comply with the American Express Program terms provided in the Rules Summary, and the American Express Merchant Operating Guide, which can be located at http://www.americanexpress.com/merchantopguide.
iii. Disclosure and Use of Information. Payrix may disclose Transaction Data, Sub-Merchant Data, and other information about Sub-Merchant to American Express. American Express may use the disclosed information for any lawful business purpose.

4.
iv. Direct Card Acceptance. In the event Sub-Merchant Charge Volume exceeds (1) $1,000,000 in a rolling twelve month period, or (2) $100,000 in any three consecutive months ("High CV Merchant"), American Express may convert Sub-Merchant to a direct Card acceptance relationship. Upon conversion, Sub-Merchant will be bound by American Express' then-current Card Acceptance Agreement and corresponding pricing and fees.
5.
v.
Bona Fide Sales, Encumbrances, Assignment. Sub-Merchant shall only sell b ona f i d e goods and services at its establishment(s). Sub-Merchant Card transactions shall be free of liens, claims, and encumbrances, other than ordinary Card tax. Additionally, Sub-Merchant shall not assign any payments it is due under the Agreement to a third party. However, Sub-Merchant may sell and assign future transaction receivables to Payrix or Payrix's affiliated entities and/or any other cash advance funding source Payrix (or its affiliates) partner with.
6.
vi. Third Party Beneficiary. This Agreement confers third party beneficiary rights in American Express for enforcing terms against Sub-Merchant. It imposes no obligations on American Express.
7.
vii.
Opting Out. Sub-Merchant may opt out of accepting American Express Cards in writing without affecting Sub-Merchant's rights to accept other payment products.
8.
viii. Termination. Payrix may terminate Sub-Merchant's right to accept American Express Cards if: (i) Sub-Merchant breaches the Agreement; (ii) American Express instructs Payrix to do so; or (iii) Sub-Merchant engages in fraudulent or any other activity justifying termination.
9.
ix. Right to ill and Collect Chargebacks. Sub-Merchant may not bill or collect from any American Express cardholder for any purchase or payment on the Card unless chargeback has been exercised, Sub-Merchant has fully paid for the charge, and Sub-Merchant otherwise has the right to do so.
10.
x. Removal
of Licensed Marks. Sub-Merchant agrees to remove any American Express Licensed Marks from its website or any other location when its participation in the Program ends.
11.

xi. Refund Policies. Sub-Merchant agrees that its refund policies for purchases on the Card must be at least as favorable as its refund policy for purchase on any other payment product and the refund policy be disclosed to Card Members at the time of purchase and in compliance with applicable laws.
12.
xii. Participation under
American Express Program or EA Program. If Sub-
Merchant does not participate in the American Express Program or EA Program, Payrix will have no liability for not processing or settling Sub-Merchant's American Express transactions. Further, American Express cards will not be included in the definition of Cards.
1. 42. Glossary.
"ACH" means the Automated Clearing House.
CH Transaction" means any ACH transaction originated by or on behalf of Sub-Merchant, conducted pursuant to the NACHA Rules and utilizing Payrix Services.
"Account" means a unique and private account (sometimes generally known as a merchant account or MID) provided by Payrix to Sub-Merchant accessible through the Payrix Services and in all instances subject to the terms and conditions of the Agreement.

"Affiliate" means, with respect to any party, any corporation, company, partnership or other entity which is directly or indirectly controlled by such party or is directly or indirectly controlled by a person or entity that is the same as that which controls the party. For the purposes of this definition, control shall mean ownership of half or more of the voting interests in an entity.
"Agreement" means this Payrix Sub-Merchant Agreement between Payrix and Sub-Merchant, as the same may hereafter be amended, concerning the delivery and receipt of Payrix Services.
"American Express" means American Express Travel Related Services Company Inc.
"Application" or "Sign-Up Form" means an electronic or paper form completed with input from the Sub-Merchant in relation to entering into the Agreement and procuring the Payrix Services and which includes a Fee Schedule setting forth the Fees, which shall form a part of the Agreement and constitutes representations by the Sub-Merchant hereunder.
"Bank" means a member of a Payment Network that has sponsored Payrix as a payment services provider, payment facilitator or otherwise to supply the Payrix Services and that acquires Transaction funds through Payment Networks."
Card Transaction" means any transaction, other than an ACH Transaction, originated by or on behalf of Sub-Merchant, that is processed through a Payment Network and conducted utilizing Payrix Services.
"Confidential Information" means all non-public, proprietary data or information of any party hereto which is valuable to the operation of such party's business and is treated by such party as confidential. Confidential Information of a party MAY NOT include the identity of any vendor, client, customer, supplier or business contact of the other party, the fact that the other party has, or is trying to enter into, a business relationship with such third party, or the nature of the business relationship with such third party.
"Content" means any material and/or data obtained by Sub-Merchant from or through the Payrix Services."Customer" means a client, customer or donor of Sub-Merchant.
"Customer Data" means information associated with a payment card, such as account number, expiration date, track-2 data, and CVV2; information associated with a Customer's bank account(s), including, without limitation, account numbers and bank routing numbers; and other information associated with a Customer's Transactions.
"Discover" means Discover Financial Services, Inc.
"Equipment" means equipment provided to Sub-Merchant by Payrix or its suppliers, including Platform, and includes imprinters, authorization terminals and other similar devices, printers, software, and credit card authenticators.
"FCRA" means the Federal Fair Credit Reporting Act as amended (FCRA), 15 U.S.C. 1681 and following.
"Fees" means the fees of Payrix for which Sub-Merchant is liable in exchange for the Payrix Services, including, but not limited to, any rental, purchase, or license of terminals, equipment, software, supplies, or other services or products provided by Payrix. Fees are set out in the Application. Fees may be amended in accordance with this Agreement. Fees may also change, in accordance with this Agreement, if Payment Networks or other third parties impose additional fees on Payrix for the supply of the Payrix Services or on amendments to applicable law that require Payrix to amend the Fees.
"Guarantor" means any Person guaranteeing the Payrix obligations, either as indicated on the Application or otherwise.
"Mastercard" means Mastercard International Incorporated.\
"NACHA" means the National Automated Clearinghouse Association.
"NACHA Rules" means operating rules and guidelines promulgated by NACHA and governing ACH Transactions or the related activities of parties involved in ACH Transactions, as amended or modified from time to time.
"Payment Network" means Visa, Mastercard, Discover, American Express, NACHA and such other

payment networks as Payrix indicates are compatible with the Payrix Services.

“Payment Network Rules” means, collectively, the by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the PCI DSS, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by any Payment Network or other private or public association or organization, applicable to the Payrix Services and Card Transactions or the related activities of parties involved in Card Transactions, as amended or modified from time to time. Payment Network Rules do not include the NACHA Rules.
“Payrix” means Payrix Solutions, LLC and its successors and assigns.
"Payrix Services" means the payment processing services of Payrix and its processor and acquiring bank, the Site, any software, programs, services, documentation, tools, hardware, internet-based services, and components thereto provided directly or indirectly to Sub-Merchant by Payrix.
“PCI DSS” means the Payment Card Industry Data Security Standards, as they may be amended or modified from time to time.
"Penalties" means any and all fines, charges, penalties, assessments, late submission charges and all other costs, expenses and indebtedness levied by a Payment Network, card issuer, NACHA, other regulatory authority or other third party that are assessed against, likely to be assessed against, charged to, likely to be charged to, incurred by (directly or indirectly) or otherwise paid by, Payrix to the extent attributable to, arising out of, or related to Sub-Merchant’s (i) Transactions or business, or (ii) breach or alleged breach of any provision in this Agreement.
"Person" is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the executors, administrators or other legal representatives of an individual in such capacity.
“Platform” means any third-party utilized by Payrix to administer and service the Account of Sub-Merchant.
“Platform Fees” are those fees occurring in connection with Sub-Merchant’s use of a Platform.
"Processor" means a payment processor that has contracted with Payrix to assist Payrix in delivering the Payrix Services. The Payrix current Processor is Worldpay, LLC with an address of 8500 Governors Hill Drive, Mail Drop 1GH1Y1, Symmes Township, OH 45249.
"Product" means any product or service offered for sale or sold by Sub-Merchant.
"Prohibited Activity" means any activity deemed to be prohibited by Payrix, the Processor or the Bank, as communicated to Sub-Merchant from time to time. For the current list of Prohibited Activities, see attached Prohibited Activity Schedule.
“Reserve” means a reserve account established and maintained to protect by Bank or Payrix from actual or potential liabilities under the Agreement.
“Return” means the return of an ACH Transaction entry, unpaid, for various reasons including non-sufficient funds, uncollected funds, stop payment, account closed, or unauthorized.
“Reversal” means the reversal of an erroneous ACH Transaction entry for various reasons including incorrect account number or type, incorrect amount, or duplicate transaction.
"Rules" means the Payment Network Rules and the NACHA Rules.“Service Delivery Process” means Payrix’s then standard methods of communication, service and
support, including but not limited to communication via an online Sub-Merchant portal, email communication, statement notices, other written communications, etc.
"Site" means www.payrix.com.
“Sub-Merchant” means the Person accepting the Agreement and receiving Payrix Services thereunder.
“Third Party Sender” has the meaning assigned to such term in the NACHA Rules and includes a third party service provider that acts as an intermediary in transmitting ACH Transaction entries between an originator (in this case, Sub-Merchant) and a financial institution, acting on behalf of the originator.

"Third Party Servicer" means a third party that provides a product or service that Sub-Merchant wishes to procure which product or service may or may not be compatible or integrated with the Payrix Services.
"Transaction" means an ACH Transaction or a Card Transaction originated by or on behalf of Sub-Merchant conducted utilizing any of the Payrix Services.
"Visa" means Visa U.S.A., Inc., Visa International.
Prohibited Activity Schedule
“Prohibited Activity” means: any adult content; airlines, including charter airlines; alimony, child support, or other court-ordered payments; bidding fee auctions, including penny auctions; brand or reputation damaging, potential or otherwise, including bestiality, child pornography, escort services, mail order brides, and occult; buyers’ clubs, discount clubs or membership clubs; check cashing, or payment for a dishonored check or for an item deemed uncollectible by another merchant; commodity trading or security trading; cruise lines; credit counseling or credit repair agencies; counterfeit or possibly counterfeit goods, or products that infringe on the intellectual property rights of others; debt collection, consolidation, or reduction services; deceptive, unfair, predatory products, services or activities, or prohibited by the card payment networks; digital currency; discount medical or dental plans including discount insurance; distressed property sales and marketing; door to door sales; drugs, alcohol, or drug paraphernalia,

pseudo-pharmaceuticals, substances designed to mimic illegal drugs, or items that may represent them; factoring, liquidators, bailiffs, bail bondsmen; financial services or instruments, such as cash advances, bill payment, loans or loan payments, money orders, money transfers, prepaid cards, wire transfers, or sales of money orders or foreign currency; gambling or betting, including lottery tickets, casino gaming chips, off-track betting, sports forecasting or odds making, fantasy football, memberships on gambling-related internet sites and wagers at races, contests, sweepstakes, and offering prizes as an inducement to purchase goods or services; hate, violence, racial intolerance, or the financial exploitation of a crime; high interest rate non-bank consumer lending including payday lending and title loans; infomercial merchants; internet pharmacies or pharmacy referral sites; investment or “get rich quick” merchants, businesses or programs; l marijuana dispensaries and related products or services; marketing activities involving “pay only for shipping” and/or “free trial” periods; medical equipment; multi-level marketing businesses, pyramid or Ponzi schemes; merchants using negative options, , or similar continuity subscription practices; obscene or pornographic items; pawn shops; pharmaceuticals, including medical marijuana; prostitution, escort services, massage parlors, and other potentially sexually related services; real estate or motor vehicle sales; scrip-dispensing terminal; selling of mobile minutes; selling or sales of social media activity; stored value or quasi-cash; timeshares, timeshare resales and related marketing; tobacco, cigarettes, or e-cigarettes; unlawful activities or items, or activities or items that encourage, promote, facilitate or instruct others regarding the same; violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same; virtual currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exist in the virtual world; weapons, including replicas and collectible items, or ammunition or other accessories; weight loss programs; goods or services to be delivered more than two (2) months in the future, with an intention of gaining return on investment; and internet auctions. In addition and included as a Prohibited Activity, merchant may not use the Payrix Services for; impersonating any person or entity or falsely claiming an affiliation with any person or entity; collecting, or attempting to collect, personal information about merchants or third parties without their consent, or using such information except as necessary to use the service; sending unsolicited offers, advertisements, proposals, or junk mail or spam to others, this includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation materials, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signature; accepting payments for goods or services provided by someone other than merchant; providing merchant itself or others with a cash advance from a credit card; any illegal purpose,

or violating any local, state, national, or international law, statute, or regulation, including, without limitation, laws governing intellectual property, taxation, and data collection and privacy; defaming, harassing, abusing, threatening, or defrauding others; posting, transmitting, or distributing content that is false, misleading, unlawful, obscene, indecent, lewd, pornographic, hateful, abusive, inflammatory, or that violates the rights of others (including rights of publicity or privacy); damaging, disabling, overburdening, or impairing Payrix, including without limitation, using the service in an automated manner; interfering with another merchant's enjoyment of the service, by any means, including by uploading or otherwise disseminating viruses, adware, spyware, worms or other malicious code; competing with Payrix or Payrix’s business partners; sending or receiving what Payrix considers to be funds for something that may have resulted from fraud or other illegal behavior; abusing the payment card system or violating the rules, in the reasonable opinion of the card payment networks or Payrix; operating outside the united states; acting as a money services business or money transmitter; transferring funds between bank accounts held in the same name; creating an account that is linked to another account that has engaged in any of the foregoing activities. Payrix may use evidence other than merchant account information to determine whether merchant controls an account in someone else's name, including but not limited to internet protocol addresses, common business names, phone numbers, and mailing addresses; or any activity deemed by Payrix to be unauthorized, illegal, or criminal.

PAYRIX SUB-MERCHANT AGREEMENT ADDENDUM A

Version: 072023 Last Modified: 09-01-2023

This General Services Addendum including all exhibits, schedules, and supplemental addenda hereto and all documents and materials referenced herein ("Addendum A") will be an addendum to the Payrix Sub-Merchant Agreement (the "Agreement") between Payrix and Sub-Merchant in accordance with the provisions as set forth in the Agreement. As used in this Addendum A, the term Processor may be used for Payrix where Processor has contracted with Payrix to assist Payrix in delivering the Payrix Services. If there is a conflict in the terms or pricing provided in this Addendum A and the pricing or terms in any Application and/or Fee Schedule or amendment otherwise contained in the Agreement, the pricing or terms contained in the Agreement, without reference to this Addendum A, will control.

1. Security Services

A. Terms and Conditions

(i) SaferPayments Basic – is a bundle of security services offered by or through Payrix that are intended to address the risks associated with accepting, transporting and storing cardholder data within and throughout the Sub-Merchant's environment in accordance with Payrix's standards, which Payrix may change from time to time in its sole discretion. PCI Level 4 as well as certain PCI Level 3 Sub-Merchants must validate adherence to PCI DSS which, in part, can be achieved through participation in one of the following bundles: SaferPayments Basic or SaferPayments Managed. Notwithstanding anything to the contrary in this Agreement, Payrix may enroll Sub-Merchant in SaferPayments Basic at any time in Payrix's sole discretion. Sub-Merchants may elect to enroll into SaferPayments Managed at their own discretion. Additionally, Card Not Present PCI Level 4 Sub-Merchants may also select and buy separately:

• Tokenization Management Solutions (TMS)
• OmniToken
• eProtect
• Legacy Tokenization Solutions

(ii) Safe
rPayments Managed – is a subscription service whereby a third party will assist with the management of Sub-Merchant's PCI compliance and provide access to certain Cyber Security Tools under a separate agreement. As part of Sub-Merchant's PCI compliance subscription Sub-Merchant will be eligible to receive telephone and email support in relation to:

a. the completion of the PCI self-assessment questionnaire;
b. Sub-Merchant attestation of compliance with PCI DSS; and
c. ASV scans (where there is a PCI DSS compliance scan requirement). If required, this includes quarterly scan scheduling report and management.

If at any time Sub-Merchant elects to opt out of the SaferPayments Managed bundle, Sub-Merchant will be enrolled into SaferPayments Basic to help validate adherence to PCI DSS. If Sub-Merchant has already become PCI DSS compliant through the managed compliance support offered in SaferPayments Managed, Sub-Merchant is subject to a one-time cancellation fee up to $99.00. If Sub-Merchant has downloaded cybersecurity tools offered through the program, these tools will be disabled.

(iii) Non-Validation Fee
(NVF) / Non-C
ompliance Fee
(NCF) – In alignment with Section 16 of the
Agreement Terms and Conditions, Sub-Merchant is responsible for demonstrating compliance with PCI DSS programs. Failure to report compliance validation status or reporting a failed status to Payrix will result in a NVF/NCF being assessed. Active Sub-Merchants will have a 60-day grace period to validate and report compliance validation status. Sub-Merchant's compliance validation and reporting status will be evaluated monthly. This fee will only be assessed if the Sub-Merchant has failed to report the status or has reported a failed status and will not be assessed once Sub-Merchant meets compliance requirements.

(iv) Security Services – Sub-Merchant may utilize the services and products in this Section 1 of the Addendum ((individually and collectively, the "Security Services") in conjunction with services provided wholly or partially by a third party with the support and agreement of Processor. Sub-Merchant bears all risk and responsibility for conducting Sub-Merchant's own due diligence regarding the fitness of Security Services for a particular purpose and for determining compliance with the Bank rules, the Payment Network Rules, and the Laws. Accordingly, Sub-Merchant's use of Security Services is at Sub-Merchant's own risk. Processor's decision to offer Security Services will not limit Sub-Merchant's duties and obligations contained in this provision or the Agreement. Neither Payrix nor Processor warrants or guaranties that use of the Security Services , in itself, will: (i) result in Sub-Merchant's compliance with Bank rules, Payment Network Rules, and/or Laws; (ii) prevent any and all unauthorized breaches of Sub-Merchant's terminals, systems or facilities; or, (iii) be uninterrupted or error-free. Sub-Merchant agrees that it will not acquire any interest in (ownership, intellectual property or otherwise) in any of the third party provider software used to provide the Security Services. Sub-Merchant will not, and will have no

right to, own, copy, distribute, sub-lease, sub-license, assign or otherwise transfer any portion of such third-party provider software used to provide the Security Services or any materials provided by Processor or to modify, decompile, or reverse engineer any such software, materials, or the Services.
(v) EMV Support – Europay, MasterCard, and Visa ("EMV") is a set of global standards for credit, debit and contactless card payments. EMV chip cards help prevent in-store fraud and are nearly impossible to counterfeit. Starting October 1, 2015 Sub-Merchants who have not made the investment in chip-enabled technology may be held liable for card-present fraud. EMV acceptance requires an EMV enabled standalone terminal or POS system. Payrix is enabled to process in-store EMV transactions to help reduce fraud liability.
(vi) EMV Non-Enabed Fee
- The EMV Non-Enabled Fee is applicable if Sub-Merchant does not have EMV
enabled equipment and/or software. The EMV Non-Enabled Fee is determined based on the chargeback liability risk of Sub-Merchant's MCC as determined by Payrix. Transactions will be evaluated monthly at the MID level and assessed at the chain level when applicable. This fee is based on the gross sales amount of each card present transaction.

(vii) Breach Assistance
– In the event Sub-Merchant is enrolled in the Breach Assistance Program ("BAP")
offered by Payrix through SaferPayments or otherwise, the indemnification required by Sub-Merchant under this Agreement will only be reduced by amounts up to the limits set by the service provider that are actually recovered by Payrix in connection with the BAP and only to the extent that such amounts are specifically related to a data breach involving solely Sub-Merchant. The limited indemnity waiver provided by the BAP will not cover all the costs associated with a data breach. The specific terms and conditions of the BAP are available for Sub-Merchant to review at www.RoyalGr
oup Services.com/breach-assist/ or by contacting a customer service representative at 1-800-393-1345.
(viii) Encryption – Encryption is a two-part service offering designed to: (i) encrypt (make unreadable) PCI sensitive payment data at the origin of the payment transaction and, (ii) decrypt payment data information at the destination of the transaction. Payrix's service offering availability requires alignment between the encryption technology deployed within the Sub-Merchant's terminals and the decryption technology hosted by the service provider, which may require the use or upgrading of certain terminals and/or equipment or new message specifications (which will be at Sub-Merchant's sole expense) and may not be supported on all terminals/equipment.
Sub-Merchant acknowledges and agrees that encryption functionality is required and may require Sub-Merchant to license encryption technology from appropriate third party provider or authorized reseller and that said licensed functionality may incur fees in addition to those set forth herein. Sub-Merchant also acknowledges that provision of Payrix's service offering to Sub-Merchant may require a corresponding decryption technology license and that Payrix's service offering is subject to availability of required decryption license from applicable third party provider. Upon reasonable notice, Payrix maintains the right to cease, modify or enhance providing the service offering without penalty and will use commercially reasonable efforts to offer a substitute service if applicable.
The value proposition associated with encrypting and decryption payment data (i.e., affects to Sub-Merchant's risk and compliance requirements) is affected by where the payment data is encrypted, the terminal type used for encryption, and the location where the payment data is decrypted. Payrix has identified three different Encryption service offerings:
• Card Data Encryption – risk reduction, no scope reduction
• Point to Point Encryption – risk transference and scope reduction in alignment with PCI QSA evaluation
• Validated Point to Point Encryption – risk transference and scope reduction in alignment with PCI guidelines for PCI listed P2PE solutions
Point to Point Encryption assumes: (i) Payment data is encrypted within a PCI-PTS certified Secure Cryptographic Device (SCD), using a NIST defined strong encryption algorithm, with encryption keys that were generated and handled in alignment with X9 standards and (ii) Encrypted payment data is only decrypted by Payrix within Payrix's and/or Processor's data systems.
Payment data information protected by the encryption service offering may include Track 1 or Track 2 data, obtained through a magnetic card swipe read, or PAN Data, obtained through manual entry directly into the SCD. The encryption service offering applies only to transactions that were encrypted and sent by the SCD to Payrix's or its Processor's authorization and settlement systems pursuant to the Agreement. Supported transactions include, but may not be limited to, those associated with credit (signature), debit (signature) and debit (PIN).
(ix) Tokenization – Tokenization is a service in which cardholder PAN data, once received by the Processor, is replaced with a surrogate ("Token", also known as a TokenID or payment account identifier ("PAI") value). Using the Token, Sub-Merchant can bill a card on file and/or schedule automatic payments, enabling the Sub-Merchant to securely process transactions from payment account records.
Deliverables of the tokenization service include; (1) the creation of tokens and (2) the recognition and use

of a Processor issued pre-existing token to support all post authorization transactions with the Processor, which includes initiating a new authorization with a token value. Data necessary to convert tokens back to PAN data for certain of the token services will be maintained in Processor's systems.

Card data can include Card number and expiration date however is dependent on what the Sub-Merchant software passed to the Processor when creating the token. For Sub-Merchants using detokenization services, those services will re-introduce card data into Sub-Merchant’s processing environment and may change the scope of Sub-Merchant’s PCI DSS scope. As such, the Sub-Merchant should conduct a complete assessment with a qualified PCI accessor to determine the impacts of using a detokenization service process. Sub-Merchant access to the tokenization service requires integrating and certifying systems to token services using Processor’s appropriate message specification. Message specifications are limited to those that exist in Payrix’s and Processor’s current Service offering. The Parties agree that the scope of the tokenization service does not include the certification or systematic configuration of third parties or firmware licensing as selected by the Sub-Merchant to support tokenization services. Payrix or Processor may terminate provision of the tokenization services on 30 days prior written notice to Sub-Merchant for any or no reason; or immediately (a) if Sub-Merchant is in material breach of its obligations under the Agreement, including these tokenization service terms, (b) in order to comply with applicable law or requests of governmental, administrative or judicial authorities, or (c) if Processor reasonably believes that continuing to provide the tokenization service to Sub-Merchant could create a substantial economic or technical burden or material security risk for Processor. Payrix and Processor have identified the following types of tokenization services that may be included in the Security Services.

- Token Management Solutions (TMS) comprised of TMS - Delegate, TMS -Network Payment Token (NPT) which may include Revenue Boost (a managed solutions using NPT), and TMS – Security Token. TMS - Delegate is a Token with a feature for conversion of the Token back into card data for use with third party processors so that Sub-Merchant may use one token vault for Processor and one or more other processors (Processor acts as a token exchange service for Sub-Merchant with third parties, such as a payment processor). TMS – NPT is a Payment Network Token issued in accordance with the EMV payment tokenization specification technical framework of a participating Payment Network and which may include the managed solution, Revenue Boost, where offered to Sub-Merchant upon separate terms and pricing. TMS – Security Token is a Token issued by Processor in accordance with its specifications and requirements.
- OmniTokens are tokens generated in such a way as to retain some of the digits of the original card value, be format preserving (i.e., length preserving and character set preserving), and be consistent across numerous requests (i.e., the same card value will result in the same token value in the context of a given merchant). OmniTokens are not limited to a specific platform and can be used interchangeably between processor’s different platforms.
- eProtect is a two-part service designed to (i) capture payment data information from a given webpage using embedded Card Not Present eCommerce Data Security technology and, (ii) submitting the card data to a Processor hosted Card Not Present eCommerce Data Security server to exchange the card data for a Registration ID / Low Value Token before the data is transmitted back to the Sub-Merchant’s eCommerce website. Sub-Merchant acknowledges and agrees that it will acquire said Card Not Present eCommerce Data Security functionality from the Processor and is responsible for all development effort necessary to embed said technology as appropriate within one or more Sub-Merchant web pages. Information protected by the Card Not Present eCommerce Data Security Service includes Primary Account Number (PAN) Data manually entered into any webpage that includes embedded Card Not Present eCommerce Data Security technology. The resulting Registration ID / Low Value Token must

subsequently be submitted to the Processor’s processing systems within a configurable timeframe to facilitate the exchange of the Registration ID / Low Value Token for a High Value, Multi-Use Tokenization (see tokenization service below). Sub-Merchant acknowledges that provision of the Card Not Present eCommerce Data Security services to Sub-Merchant is subject to Sub-Merchant completing integration and certification efforts with Processor. Sub-Merchant acknowledges that eProtect will result in Sub-Merchant automatically being enrolled in the Payrix or its Processor’s tokenization service.

“Registration ID / Low Value Token” means a low-value token which expires in 24 hours. A Registration ID / Low Value Token is used within 24 hours to exchange for a high value token or token that can be used for card on file or recurring transactions.

- Legacy Tokenization Services are tokenization services historically provided on Payrix affiliate platforms that may apply for Sub-Merchants whose accounts are converted to Payrix from such affiliate platforms. Such legacy tokenization services may have limited availability or functionality.

Non-Standard, GUI and Batch Tokenization are separate and unique service offerings and respective fees will be quoted to Sub-Merchant for the use of each service.

- "Standard Tokenization" is provided on a per transaction basis in-line with each authorization request
- "Non-Standard Tokenization" is provided as separate “non-authorization” message to the Processor that results in a token being generated and returned outside of a purchase transaction
- "Graphical User Interface (GUI) Tokenization" is provided for Sub-Merchant operations personnel with appropriate credentials to convert or revert card values and tokens via Processor provided product interface(s).
- "Batch Tokenization” / “Batch Detokenization" is provided as a file based service to support the mass conversion of any existing store of cardholder data and will mean the process of receiving a file that includes multiple values, performing the tokenization / detokenization process as appropriate for each

value and returning a response file that includes the corresponding appropriate value.
Upon tokenization services termination, Sub-Merchant will have 30 days to request, via written request to Payrix, a batch de-tokenization of the Sub-Merchant's token store, located within the Sub-Merchant's systems. For purposes herein, batch de-tokenization will mean the process of the Processor receiving a file from Sub-Merchant that includes multiple token values, Processor performing the de-tokenization process for each token value and Processor returning a response file to Sub-Merchant that includes the corresponding card values for each token. After 30 days, Processor will no longer be responsible for maintaining the data necessary to de-tokenize Sub-Merchant's token store or able to guarantee availability of data. Upon mutual agreement, Payrix or Processor may offer the Sub-Merchant de-tokenization data management Services under a separate agreement to support the token store after the termination of the current agreement supporting tokenization services. Notwithstanding anything to the contrary in the Agreement, dependent on the tokenization service available to Sub-Merchant, Cardholder data may not be maintained in Processor's systems and, as such, Processor may not have the data necessary to convert Tokens back to Cardholder data. As part of the de-tokenization, Payrix or Processor will provide a data file including all stored records to a PCI DSS compliant facility designated by Sub-Merchant. Records may only be provided to a PCI DSS compliant facility with file format and encryption requirements to be determined in Payrix's and Processor's reasonable discretion. Furthermore, consistent with PCI DSS the above referenced data file shall not include any sensitive authentication data which includes full track data, track equivalent data generated by chip and contactless cards, card verification codes (e.g., CVDCVC2/CVV2/CID) and the PIN or PIN block located on credit and debit cards.
(x) triPOS® Service
- The triPOS® Service is a turnkey, EMV certified payment processing application
designed to process transactions that is compatible with the Processor's processing platform and helps reduce the scope of Sub-Merchants' PCI-DSS with P2PE and tokenization technology.

(xi) Security Services, Other Terms:
a. Communication Methods. Sub-Merchant will establish and maintain secure data communication connections and will transmit data to Payrix and Processor in the format required by Payrix and Processor.
b. Use of Tokens. As and where applicable, Sub-Merchant will immediately update payment account data, including but not limited to credit and debit card account data, expiration month and year, cardholder name, checking account number, and customer bank routing information upon additions, deletions, and changes to the underlying data. Sub-Merchant will create, delete, and query payment account records in accordance with instructions provided by Processor.
c. Disclaimerof Warranties. The Security Services, which includes the tokenization service, is provided to Sub-Merchant by Payrix and/or Processor "as-is" and without any warranty of any kind, whether express or implied. To the fullest extent permitted by law, Payrix, Processor and its and their licensors, suppliers, service providers, and business partners (the "Processor Entities") disclaim any express or implied warranty, including but not limited to implied warranties of merchantability, non-infringement, or fitness for a particular purpose and any warranties that may arise from course of dealing, course of performance, or usage of trade. The Processor Entities do not warrant or guarantee that the Security Services, including the tokenization services, will be uninterrupted or error free, or that defects will be corrected.
d. Indemnification. In addition to the indemnification obligations of Sub-Merchant under the Terms and Conditions to the Agreement, Sub-Merchant agrees to indemnify, defend and hold harmless Payrix, Bank and Processor, its employees, officers, agents, shareholders, representatives and directors from any and all fines, penalties, losses, claims, expenses (including attorney fees and the allocable costs of in-house counsel), or other liabilities resulting from or in connection with; (i) Sub-Merchant's use of the Security Services, (ii) Sub-Merchant's storage of any cardholder data, or (iii) Sub-Merchant's breach of the herein Security Service terms.
e. Limitation of Liability. In addition to Processor's limits of liability set forth under the Terms and Conditions to the Agreement, under no circumstances will Payrix or Processor be liable to Sub-Merchant or any third party for any indirect, special, incidental, consequential, punitive, exemplary or multiple damages arising out of or related to Payrix or Processor's provision of the Security Services hereunder, regardless of the legal theory on which such claim is based (whether based in contract, tort, warranty, strict liability, negligence, or any other legal theory), even if Payrix or Processor has been advised, knew, or should have known of the possibility of such damages (which include, but are not limited to, loss of profits, revenue, savings, software, data or goodwill, the claims of third parties, and/or injury to persons or property). The parties expressly agree that the total liability of Processor (including, without limitation, for Payrix's or Processor's performance or the failure of such performance hereunder, or for any breach hereof) will be exclusively limited to an amount equal to the aggregate Security Services fees actually received by Payrix from Sub-Merchant during the one-month period ending on the date on which the event giving rise to the claim for damages occurred. Sub-Merchant accepts the restrictions on its right to recover additional damages as part of its bargain with Payrix and Processor, and Sub-Merchant understands and acknowledges that, without such restrictions, the consideration for the services provided hereunder would be higher.

B. Security Services Pricing. Payrix will charge Sub-Merchant the fees set forth below per MID or per tokenization or other event, as applicable, for its use of the Security Services, which include the tokenization services.
(i) SaferPayments - Basic and
Managed (see below footnotes 1 & 2)
(ii) P2PE(see below footnote 1) (iii) eProtect (see below footnote 1) (iv) PCI Non-Validation Fee (see below footnote 4)
(v) EMV Non-Enabled Fee
Low Risk
Moderate Risk
High Risk
See application
Quoted
Quoted
See application
0.05% of the gross sales per month
0.15% of the gross sales per month
0.27% of the gross sales per month
(vi) triPOS™ Service See application
(vii) Token Services:
The fixed monthly fee listed in the Application which, if not listed will be at Payrix's standard fees in effect from time to time.
(viii) Token Data Retrieval Fee (de-tokenization)
$2,000.00 per event

Footnotes to above Section 1(B)

1. Pricing provided as a separate attached quote or for level 3 and 4 merchants on the Application
2. Required by and available only to PCI Level 3 and 4 merchants.
3. Required by merchants using an PCI DSS SAQ
4. Assessed only if merchant fails compliance validation or fails to report compliance validation

2. Token Grouping

Where Sub-Merchant shares and/or accepts Tokens with one or more merchants or otherwise permit such sharing and or/acceptance via Sub-Merchant's third party payment application or platform provider (each a "Provider") among a group of similarly branded merchants and/or merchants that are a part of a chain of independently owned stores, or some other group of merchants commonly connected by or through a brand, web-site, club, affiliation, and/or some other commonality (each, a "Merchant Group") of which Sub-Merchant is a member (the "Token Grouping"), Payrix and Processor may, as part of the Services, support such Token Grouping for use with Cardholder card-on-file programs, scheduled automatic payments, and other programs for purchases of products and/or services processed by Sub-Merchant and the Merchant Group predicated and conditioned on Sub-Merchant's agreement to the following:

a. Use of Tokens within the Merchant Group. Sub-Merchant authorizes Payrix and Processor to support and make available the Tokens to the Merchant Group so that Cardholder Tokens of the Merchant Group members will be available to all of the Merchant Group members as a group for use with card-on-file programs, to schedule automatic payments, and other programs enabling the member merchants to process transactions. Sub-Merchant acknowledges and agrees that the Merchant Group may change from time to time.
b. Variations Limitations and Provider, Duties. Payrix and Processor have several variations of the tokenization service all of which may not be available to Sub-Merchant, the tokenization service available to Sub-Merchant may have limitations on the sharing, management, and storage of Tokens and storage of Cardholder data. Where possible based on the variation of the tokenization service available to Sub-Merchant, Payrix and/or Processor will support the Tokens and tokenization service to the Member Group on file with Payrix as updated by Provider which Member Group is controlled and revised by Provider under the Provider services to Sub-Merchant. Dependent on the tokenization service available to Sub-Merchant, Cardholder data may not be maintained in Payrix's or Processor's systems and, as such, Payrix and Processor may not have the data necessary to convert Tokens back to Cardholder data. Furthermore, Sub-Merchant agrees that the scope of the tokenization service does not include: (a) the certification or systematic configuration of third parties or firmware licensing as selected by Sub-Merchant to support tokenization service; or (b) a duty by Payrix or Processor to provide Sub-Merchant or a Merchant Group member, individually or as a group, de-tokenization services or support during or after the term of the Agreement or their agreement(s) with Payrix except where separately agreed to in writing by Payrix or Processor and Sub-Merchant.
c.
CardholderAuthorizations. Sub-Merchant directly or through its Provider, warrants and represents that

Sub-Merchant has the appropriate written agreement and consents from all Cardholders required by applicable law and the Payment Network Rules for use of the tokenization service and Token Grouping within the Merchant Group (the “Cardholder Authorizations”). Sub-Merchant agrees to directly or through its Provider or other service provider to retain all records related to the Cardholder Authorizations, including the initiation and authorization of transactions for Sub-Merchant to collect and/or initiate transactions utilizing the Token Grouping. Copies of such records shall be delivered by Sub-Merchant to Payrix and Processor within ten (10) days of written request by Payrix or Processor and shall otherwise be retained by Sub-Merchant for a period of at least four (4) years following the date of the transaction, or longer if required by Laws or the Payment Network Rules.

d. Sub-Merchants and Provider
Assumption of Risk Responsibility and ther,
Obligations. Sub-Merchant
bears all risk and responsibility for complying with the Payment Network Rules related to the Cardholder Authorizations, including card not present transactions, recurring billing, and Cardholder consent and authorization for card-on-file use related to the Token Grouping, use of Tokens, and for conducting Sub-Merchant’s own due diligence regarding the fitness of the Provider services for a particular purpose and do hereby represent, warrant and agree that it will comply at all times with Payment Network Rules, Laws, and PCI DSS. Sub-Merchant’s use of the Provider services is at Sub-Merchant’s own risk and Sub-Merchant shall be solely responsible for all authorized or unauthorized use of such Provider services including but not limited to the unauthorized use of such services whether by Sub-Merchant, Provider, a member of the Merchant Group, or each of such parties’ employees, agents, or representatives. Sub-Merchant acknowledges that the receipt and/or use of Tokens and Token Grouping may require the use or upgrading of certain terminals and/or equipment or new message specifications (which shall be at Sub-Merchant’s sole expense) and may not be supported on all terminals/equipment.

e. Account Monitoring; Security. Payrix and/or Processor may monitor the credit and debit card transactions processing activity received from the Merchant Group and investigate unusual or suspicious activity, provided, that in no event does Payrix or Processor assume any responsibility to discover any possible breach of Sub-Merchant’s or its Provider’s security or misuse of the Provider services. Payrix and Processor shall have the right to inspect Sub-Merchant’s operation, system and websites used by Sub-Merchant or Sub-Merchant’s service providers to verify Sub-Merchant’s compliance with security obligations. Payrix and/or Processor may discontinue acceptance of the card transactions processing activity from the Token Grouping and/or provision of the tokenization service immediately at any time without advance notice to Sub-Merchant or Sub-Merchant’s Provider.

3. Real Time Account Updater Services

For certain of the tokenization services set forth in Section 1 of this Addendum A, Real Time Account Updater Service may be available to Sub-Merchant to store authorized customer billing information for recurring transactions and may be provided by Payrix, Processor and one or more affiliates of Processor. The Real Time Account Updater Service means a service provided through the Payment Networks that enables Sub-Merchants to determine if a cardholder's account number has been updated by the cardholder's issuer, provided that the cardholder's issuer is a participant in the Real Time Account Updater program. The availability or functionality of the Real Time Account Updater Service may be modified by the Payment Networks or Processor’s acquiring bank upon notice to Sub-Merchant. Sub-Merchant agrees to pay Processor the Real Time Account Updater setup fee, fixed monthly fee, and updater fee listed in the Application which amounts, if not listed in the Application, will be at Payrix’s standard fees in effect from time to time. Sub-Merchant may terminate receipt of the Real Time Account Updater Service at any time upon 30 days prior written notice to Processor without further liability for the Real Time Account Updater Services other than for charges incurred but unpaid as of the effective date of such termination. Processor will charge Sub-Merchant the one-time set-up fee per Sub-Merchant identification number ("MID"), a fixed monthly charge per MID, and a charge per valid update for use of the Real Time Account Updater Service. The set-up fee is applied upon the start or re-start of the Real Time Account Updater Service for each MID. A "valid update" is as an update in which a match for the cardholder's account number is made and either; (i) a new account number is provided, (ii) information that the account has been closed is provided, (iii) a new expiration date is provided, or (iv) a "contact cardholder" message has been provided. Sub-Merchant must have an existing relationship with the cardholder in order to make an inquiry using the Real Time Account Updater Service and hereby agrees to comply with the Sub-Merchant requirements of the Real Time Account Updater terms of use as set forth in the Payment Network Rules. The Real Time Account Updater Service may not interface with third party software or third party services, if Sub-Merchant uses third party software or a third party service to process recurring transactions then Sub-Merchant understands and agrees that Sub-Merchant may be required to make manual updates to recurring transaction information based on Real Time Account Updater Service updates.

4. Additional Services or Expenses

Sub-Merchant agrees that Payrix may charge Sub-Merchant for any non-specified service it provides Sub-Merchant (“Additional Service”) or expense it incurs on behalf of Sub-Merchant (“Additional Expense”) any time after Sub-Merchant’s initial receipt of the same, and Sub-Merchant agrees to pay for such service (at Payrix's standard fees in effect from time to time) or expense in accordance with this Agreement. Sub-Merchant acknowledges and agrees that it will notify Payrix in writing and in accordance with the notice provisions of the Agreement in the event Sub-Merchant does not want the

Additional Service and that such written notice will be sent to and actually received by Payrix within 90 days of Sub-Merchant's first receipt of the Additional Service ("Additional Service Cancellation"). Sub-Merchant will not dispute, and will be unconditionally obligated to pay for, any Additional Service fees for which Sub-Merchant has not provided and Payrix has not actually received an Additional Service Cancellation in accordance with the foregoing and any Additional Expense.

PLATFORM AGREEMENT - PAYMENTS DATA LICENSE ADDENDUM (AUGUST 2022)

Version: 01.01.1 Last Modified: 04-08-2025

Platform Agreement - Payments Data License Addendum (August 2022)

EXHIBIT A

TERMS AND CONDITIONS

1. Scope

. These Terms and Condition are a part of the Transaction Information License Addendum entered into by and between Licensee and Payrix.

2. Definitions. Capitalized terms used in these Terms and Conditions shall have the meaning ascribed to such terms in this Section 2 or elsewhere in these Terms and Conditions or the Addendum.

2.1 “Affiliate” means, with respect to Payrix and Company, as applicable, any other entity that controls, is controlled by, or is under common control with Payrix or Company. For purposes of this Section, "control"
means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.

2.2 “Change Event” means (a) any modification in Payrix’s rights or obligations under a Data Supplier Contract (as defined in Section 8 of these Terms and Conditions), where such modification occurs after the Addendum Effective Date (e.g., Payrix experiences a change in its data usage rights as a result of a modification to the terms of a Data Supplier Contract, where such modification is made after the Addendum Effective Date); (b) Payrix’s compliance with a new or amended Law (including Payrix’s compliance with a new judicial interpretation of a Law), which new or amended Law takes effect after the Addendum Effective Date; (c) a change in Payrix’s interpretation of a Law that is in effect as of the Addendum Effective Date or a change in Payrix’s interpretation of its rights or obligations under its Data Supplier Contracts, as such Law or contractual rights or obligations exist and are interpreted by Payrix as of the Addendum Effective Date (i.e. a change resulting from Payrix’s incorrect interpretation or understanding of its data usage rights under a Data Supplier Contract or its obligations under Law as of the Addendum Effective Date, where such Data Supplier Contract or Law is in effect as of the Addendum Effective Date); (d) Licensee’s use of the Transaction Information, any Data Element, or a Data Product, or a Sales Partner’s use of a Data Product, in a manner or for a purpose that does not comply with Law; or (e) any change in Payrix’s data governance, risk, or compliance practices or policies as applied to the

license and use of the Transaction Information, excluding any changes or circumstances otherwise contemplated by subsection (a), (b), (c), or (d) of this Section.

2.3 “Commencement Date” means the date the Transaction Information is first delivered or made available to Company or Licensee.

2.4 “Daily Information” is defined in Section 3 of the Addendum.

2.5 “Data Product(s)” means an aggregated and anonymized data product, service, or report created by (or on behalf of) Licensee and sold by Licensee (or its Sales Partners) that utilizes, is derived from, or is based on the Transaction Information, provided the output of the data product or service (e.g., product response, report, analysis, algorithm, etc.) does not transmit or disclose any Data Element. Each Data Product shall be comprised of a grouping of not less than thirty (30) anonymized individuals, households, or devices, and each Data Product shall be approved by Payrix in advance. The Data Product(s) set forth in Section 5 of the Addendum have been pre-approved by Payrix as of the Addendum Effective Date. In the event that Licensee knows or reasonably suspects that the requirements of this Section 2.5 have not been satisfied, Company shall promptly notify Payrix in writing.

2.6 “Intellectual Property” means all U.S. patents, registered trademarks, trade secrets, and copyrights.

2.7
“Law(s)”
means all federal, state, and local laws applicable to a party or, in the case of an Affiliate, customer, or Sales Partner, to such Affiliate, customer, or Sales Partner, as applicable, in exercising its rights and/or carrying out its responsibilities hereunder.

2.8 “Sales Partner(s)” means an entity with which Licensee has a contractual arrangement authorizing the Sales Partner to sell Licensee’s Data Products in accordance with the terms of the Addendum.

2.9 “Personal Data” means any information that: (i) relates to or is about any identified or identifiable individual, household, or device; or (ii) is protected under Laws, including: (a) “nonpublic personal information,” as that term is defined under the Gramm-Leach-Bliley Act and its implementing rules and official guidance; (b) “Protected Health Information,” as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act or their implementing rules and official guidance; and/or (c) “personal information” as that term is defined in the California Consumer Privacy Act and its implementing regulations and any other similar consumer privacy law passed by any other state. Personal Data includes, without limitation, any identified names, contact information (including, without limitation, e-mail addresses, postal addresses and telephone numbers), government identification numbers, financial account numbers, payment card

account numbers and expiration dates, credit report information, biometric information, IP addresses, network, and hardware identifiers, and geolocation information or any such information that can be reasonably linked to any identified individual, household, or device.
2.10 “Terms and Conditions” means these Exhibit A terms and conditions to the Addendum which are part of the Addendum and which may also be referred to as the Addendum.
3. Transaction Information.
3.1 Data. Payrix will deliver and/or make available the Transaction Information to Licensee pursuant to the terms and conditions set forth in the Addendum, including these Terms and Conditions and Attachments. Payrix will use commercially reasonable efforts not to deliver any Personal Data to Licensee. In the event

Payrix delivers Personal Data to Licensee, Company shall promptly notify Payrix, return any such Personal Data, and certify to Payrix in writing that it has destroyed such data, which certification documentation shall be reasonably approved by Payrix in advance.
3.2 Transmittal Standards. The parties shall mutually agree upon standards and procedures related to the transmittal of the Transaction Information (e.g., connectivity, transmittal method, and/or file format/layout). Licensee acknowledges and agrees that its failure to comply with the mutually agreed upon data transmittal standards may negatively impact its ability to receive the Transaction Information. In the event that Licensee requests changes to the then-current delivery method for the Transaction Information, the parties will mutually agree upon the scope of the project and the corresponding fees, if any, by way of an amendment to the Addendum.
3.3 Changes to Addendum. Notwithstanding anything to the contrary set forth in the Addendum and these Terms and Conditions, in order to address or respond to Payrix’s reasonable and good faith concerns regarding a Change Event, Payrix may take any of the actions described in Sections 3.3.1 and/or 3.3.2 of these Terms and Conditions, upon the provision of advance written notice to Licensee, and Licensee shall have thirty (30) days after the delivery of such notice to implement and comply with any such change, unless a shorter period is required by Law or Payrix’s Data Supplier Contracts.
3.3.1 Delivery; Data Elements. To address or respond to a Change Event, Payrix may: (i) change or modify any Data Element (as defined in Section 3 of the Addendum), (ii) suspend or permanently cease its delivery of any Data Element, and/or (iii) require Licensee to cease its use of any previously delivered Data Element and to return or destroy the same in accordance with the requirements of Section 11.3 of these Terms and Conditions.
3.3.2 Markets and/or Permitted Uses. To address or respond to a Change Event, Payrix may change the terms of the Addendum and these Terms and Conditions to restrict or prohibit: (i) the permitted markets, industries, and customers to which Data Products can be sold, and/or (ii) the permitted use cases to which Data Products can be applied or used to facilitate.
3.3.3 Termination Resulting from Changes to the Addendum.
3.3.3.1 If Licensee fails to timely comply with any change to the Addendum or these Terms and Conditions made pursuant to this Section
3.3 of these Terms and Conditions, Payrix shall be entitled to immediately terminate the Addendum.
3.3.3.2 Excluding any changes made as a result of a Change Event described subsection (b) or (d) of Section 2.2 of these Terms and Conditions, if Payrix makes any change to the Addendum or these Terms and Conditions in response to a Change Event, Company shall have thirty (30) days to terminate the Addendum (measured from the date of Licensee’s receipt of Payrix’s first notification of the change). Any exercise by Company of the termination right set forth in this Section 3.3.3.2. must be made in good faith taking into consideration the commercial impact of the change. In the event Company does not timely exercise this termination right, it shall immediately lapse and be void upon the expiration of the 30-day period. The foregoing termination right shall be Licensee’s sole and exclusive remedy.
4. License Grant.
4.1 License Grant.

4.1.1 Transaction Information. Subject to the terms and conditions of the Addendum, Payrix hereby grants Licensee a perpetual (subject to Payrix’s termination and suspension rights set forth herein), revocable (but only as specifically set forth herein), non- exclusive, non-transferable, non-sublicensable (except as otherwise permitted in Section 15 of these Terms and Conditions), limited right and license to: (i) access and use the Transaction Information to reproduce, copy, analyze, incorporate, modify, and display the Transaction Information for the purpose of creating Data Products; (ii) integrate the Transaction Information with other data sets or data elements derived, owned, or controlled by Licensee, either now or in the future, for the purpose of creating Data Products, and modify the Transaction Information so as to achieve such integration; (iii) market, promote, license, distribute, and sell Data Products, either directly or via Sales Partners, but only to and for the ultimate use by Licensee’s or Sales Partner’s customers for such purposes (e.g.,
“use cases”) and in such markets that Payrix has approved in advance. Licensee’s
compliance with all terms of the Addendum shall at all times be a condition precedent to Licensee’s grant of (and ability to exercise) the license rights set forth herein. Licensee shall not license, sell, or disclose the Transaction Information or any Data Element other than as a fully integrated part of a Data Product. Prior to providing a customer or Sales Partner with access to (or, in the case of a Sales Partner, the ability to sell) a Data Product, Licensee shall cause its customers and Sales Partners to agree to terms

that are at least as protective of Payrix and its rights hereunder as the terms of Sections 4, 6, 8, 12, 18.1 and Attachment 1 of these Terms and Conditions, and, with respect to a Sales Partner's ability to sell a Data Product and a customer's ability to use a Data Product (whether a customer of Licensee or a Sales Partner), terms that are at least as restrictive as the permitted sale, distribution, and usage rights set forth in the Addendum. For the sake of clarity, the terms of the Addendum that apply to Licensee's ability to market, promote, license, distribute, and/or sell any Data Product shall be equally applicable to each Sales Partner. Any failure to comply with the requirements of the Addendum by a Sales Partner shall constitute a breach of the Addendum by Licensee. Licensee shall be fully responsible and liable for the performance or non-performance of its Sales Partners and such performance or non-performance shall be deemed Licensee's hereunder.

4.1.2 Retained Rights. Except as specifically provided in this Section 4.1 of these Terms and Conditions, Licensee shall not directly or through a third party use, sell, resell, license, distribute, or otherwise transfer the Transaction Information either on its own or as part of a Data Product or any other integrated or derived product or service. Payrix retains all rights not expressly granted hereunder, including without limitation, the right to develop, create, market, supply, distribute, operate, or sell the Transaction Information or any product or service that is based on or derived from the Transaction Information, including any research, analysis, or report that is based on or derived from the Transaction Information and any integrated products that contain or utilize the Transaction Information and/or other data sets, or otherwise authorize or assist any third party in doing.

4.1.3 Distribution of Data Products. As between the parties, Licensee shall be solely responsible for: (i) the pricing of Data Products sold to Licensee's customers, and for invoicing and collecting fees from such customers; and (ii) the development, marketing, licensing, sale, maintenance, and distribution related to the provision of Data Products to its customers.

4.1.4 Payrix Competitors. Notwithstanding anything to the contrary in the Addendum, Licensee shall be prohibited from marketing, promoting, licensing, distributing, and/or selling any Data Product to any Payrix Competitor. For the purposes of the Addendum,
"Payrix Competitor" means Fiserv, Jack Henry, Yodlee,
Google, Facebook, Acxiom, and Global Payments and any of their current or future parent companies, subsidiaries, or affiliates.

5. Fees.

5.1 Company shall timely pay all fees and charges set forth in the Addendum under heading "Fees"
. Fees
shall be invoiced on a monthly basis beginning on the Commencement Date and shall be paid as provided in the Addendum. Fees, costs, and expenses owed by Licensee are exclusive of charges for materials, work, hardware, or software not otherwise detailed in these Terms and Conditions, the Addendum, or a Statement of Work.

5.2 Payrix may increase fees from time to time upon advance written notice to Licensee.

5.3 If the Commencement Date is delayed for more than ninety (90) days after the Addendum Effective Date (or the Addendum Effective Date of the applicable amendment to the Addendum), and such delay is due to the actions or inactions of Licensee, Payrix's obligation to deliver the Transaction Information shall be correspondingly delayed.

5.4 Payrix shall electronically debit the account specified by Company ("Payrix Payment Account") to satisfy any fees, charges or other amounts owed to Payrix. Company shall maintain sufficient funds in the Payrix Payment Account to cover any amounts owed to Payrix, and is solely responsible for properly applying all credits and debits made to the Payrix Payment Account by Payrix. Company shall provide Payrix Payment Account information sufficient for Payrix to initiate ACH transfer within thirty (30) days after execution of the Addendum, and shall notify Payrix of any change in Payrix Payment Account information within three (3) business days. In the event Payrix does not collect amounts owed from the Payrix Payment Account, Company must pay such amounts via electronic payment within thirty (30) days of the invoice date. For any amount not paid within thirty (30) days after its due date, Company shall pay a late fee equal to the lesser of one and one-half percent (1½%) per month of the unpaid amount or the maximum interest rate allowed by Law.

5.5 All charges and fees to be paid by Company under the Addendum are exclusive of any applicable withholding, sales, use, excise, value added, or other taxes. Any such taxes for which Payrix is responsible by Law or contract to collect from Company shall be billed by Payrix and paid by Company. Company agrees to reimburse Payrix for any taxes, penalties and interest assessed by any taxing authority arising out of the Addendum, except to the extent any such penalties and/or interest result from Payrix's inaction or delay. Payrix shall pay and hold Company harmless for any taxes on Payrix property, income, or payroll. Company agrees to hold Payrix harmless for any sales, use, excise, value added, or other taxes assessed by a taxing authority arising out of the Addendum. In the event of any assessment by a taxing authority, both parties agree to cooperate with each other to resolve issues in order to minimize such assessment.

6. Specific Use Limitations.

6.1 Neither Licensee nor any Sales Partner or customer shall use or sell the Transaction Information or any Data Product, as applicable, to facilitate any of the uses, purposes, or business types listed in Attachment 1.

6.2 Licensee shall not reverse engineer, decompile, analyze or otherwise use the Transaction Information to familiarize itself with the nature, character, or quality of the Transaction Information.
6.3 Licensee shall cause each customer and Sales Partner to agree not to reverse engineer, decompile, analyze or otherwise use a Data Product to familiarize itself with the nature, character, or quality of a Data Product.

6.4 Licensee shall not use the Transaction Information (or any non-public information derived from the Transaction Information), Payrix's Confidential Information, or a Data Product to (i) trade (or permit any third party to trade) in securities issued by Payrix or its Affiliates, including Fidelity National Information Services, Inc., or any other entity, whether publicly or privately held; or (ii) make estimations, determinations, or recommendations or provide other advice relating to securities issued by Payrix or its Affiliates, including Fidelity National Information Services, Inc., or any other entity, whether publicly or privately held.
6.5 The parties agree that the Transaction Information is de-identified and de-personalized and does not include Personal Data under any applicable Law and that the Addendum does not reflect a sale or selling of personal information under the California Consumer Privacy Act or any similar Law.
6.6 Licensee shall, and shall cause each customer and Sales Partner to agree, not attempt to personalize or re-personalize the data included in the Transaction Information or a Data Product (as applicable), otherwise attempt to identify the individuals or entities about whom the Transaction Information or the Data Product relates or from whom the Transaction Information was obtained or otherwise pertains to, or take any other action that might cause the Transaction Information or any Data Product to be considered Personal Data under any applicable Law.
6.7 Licensee shall not sell, use, store, transmit, or otherwise disclose the Transaction Information or a Data Product outside of the United States or sell, disclose or allow the use of a Data Product outside of the United States.
6.8 Customers shall only be entitled to use a Data Product in furtherance of such customer's own internal business purposes and not for further resale or the benefit of any other third party.
6.9 Licensee shall not use the Transaction Information, or sell a Data Product that can be used, as part of a decision to grant or deny an account or other benefit, for employment purposes, or for any other purpose contemplated by the FCRA.
7. Security Requirements.
7.1 Licensee agrees to maintain appropriate administrative, technical and physical safeguards for all Transaction Information provided under the Addendum and data derived from the Transaction Information (as further described in this Section 7, the "Security Safeguards"). The Security Safeguards shall: (i) ensure the confidentiality of the Transaction Information; (ii) protect against any anticipated threats or hazards to the security or integrity of the Transaction Information; (iii) prevent unauthorized access to the Transaction Information; and (iv) ensure proper destruction of the Transaction Information in compliance with all Laws and industry standards.
7.2 The Security Safeguards described above will also include: (a) access controls to the Transaction Information, including controls to identify and permit access only to authorized individuals and controls to prevent access to the Transaction Information through improper means; (b) employee controls and training; (c) physical access restrictions at locations where Transaction Information is located or stored; (d) encryption of Transaction Information when appropriate, but in any event as legally required; and (e) a disaster recovery plan as appropriate to protect against loss or damage to the Transaction Information due to potential hazards such as fire or water damage or technological failures. Such Security Safeguards must also include fully up to date: (i) anti-virus/malware devices; (ii) DMZ subnet and firewall controls; (iii)

IDS/IPS controls; (iv) patch management controls; (v) physical security controls; (vi) application Whitelisting Controls; and (vii) change management controls. Licensee will contract with an appropriately qualified third-party information security assurance vendor to perform, on an annual basis, an information security assessment that includes penetration testing and shall take all reasonable steps to remediate any vulnerabilities identified in such assessments and testing. Licensee will present an attestation letter or executive summary to Payrix upon request. If Payrix determines that any remediation efforts are necessary, Licensee and Payrix will mutually agree upon a remediation plan, and Licensee will remediate all identified issues in accordance with the remediation plan.
7.3 Licensee shall promptly notify Payrix of any actual or reasonably suspected unauthorized access to Transaction Information or data derived therefrom and report any actual or reasonably suspected system compromise that may expose the Transaction Information to unauthorized persons or that may expose Payrix or its data suppliers to security vulnerabilities. In the event of any unauthorized access to Transaction Information, Payrix shall have the right to take any action it deems necessary or appropriate to mitigate the potential ramifications resulting therefrom, including, without limitation, suspending the provision of the Transaction Information and providing notice to regulators and/or impacted data suppliers and/or consumers.
7.4 Upon Payrix's request, Licensee shall provide documentation of its security policies and practices with regard to the Transaction Information and how the Transaction Information is being used, stored and protected.
7.5 Licensee shall comply with the Payment Card Industry Data Security Standard requirements (as

amended from time to time) (“PCI DSS”) in its storage and use of the Transaction Information. The requirements of this Section 7.5 shall be included in the definition of “Security Safeguards.” In addition, Licensee shall comply with the following:

7.5.1 Where applicable and/or requested by Payrix ,Licensee will submit its Report of Compliance (“ROC”) within ten (10) days of the execution of the Addendum and will have a ROC prepared, and provide to Payrix such updated ROC, annually thereafter;

7.5.2 Where applicable, Licensee will publish to Visa’s Global Service Provider registry and maintain ‘Green Status’ in such registry; and

7.5.3 As applicable, if Licensee fails to maintain ‘Green Status’ in the Visa Global Service Provider registry, Payrix may immediately terminate the Addendum.

8. Warranties; Disclaimer.

8.1 Licensee represents and warrants, and shall cause all customers and Sales Partners to represent and warrant, that: (i) it will not request, use, sell, provide, retain, or archive any Transaction Information or Data Product, as applicable, in any manner that is not specifically provided for in the Addendum; and (ii) it will comply with all applicable Laws in its handling and use of the Transaction Information or Data Product, as applicable, and otherwise in performing its obligations (or in the case of customers and Sales Partners, its requirements) under the Addendum. Licensee further represents and warrants that it is a data aggregator that procures a material portion of its data from third parties other than Payrix.

8.2 Payrix represents and warrants that (i) each Data Element that comprises the Transaction Information is sourced from data that Payrix acquires through contracts with its data suppliers (the “Data Supplier

Contract(s)”); (ii) subject to Section 3.3 of these Terms and Conditions, Payrix has the appropriate rights under its Data Supplier Contracts to deliver the Transaction Information as set forth herein; and (iii) Payrix will comply with all applicable Laws in the performance of its obligations hereunder.

8.3 Each party represents and warrants that it is duly organized and validly existing in good standing and has full corporate power and authority to enter into and perform its obligations under the Addendum.

8.4 EXCEPT AS EXPRESSLY PROVIDED IN THE ADDENDUM (WHICH INCLUDES THESE TERMS AND CONDITION AND ATTACHMENTS HERETO), PAYRIX DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE TRANSACTION INFORMATION AND PAYRIX’S PERFORMANCE HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, OR ERROR FREE OPERATION (EVEN IF CREATED BY THE INTERNATIONAL SALE OF GOODS CONVENTION, AND WHETHER OR NOT PAYRIX KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING.

9. Limitation of Liability.

9.1. EXCEPT FOR LIABILITY INCURRED IN CONNECTION WITH: (i) LICENSEE’S BREACH OF SECTION 4 OF THESE TERMS AND CONDITIONS (LICENSE GRANT); (ii) LICENSEE’S OR PAYRIX’S BREACH OF SECTION 12 OF THESE TERMS AND CONDITIONS (CONFIDENTIAL INFORMATION); (iii) LICENSEE’S OR PAYRIX’S BREACH OF SECTION 9 OF THESE TERMS AND CONDITIONS (WARRANTIES; DISCLAIMERS); (IV) LICENSEE’S OR PAYRIX’S BREACH OF SECTION 13 OF THESE TERMS AND CONDITIONS (INTELLECTUAL PROPERTY); (v) LICENSEE’S BREACH OF SECTION 8 OF THESE TERMS AND CONDITIONS (SECURITY REQUIREMENTS); (vi) A CLAIM FOR WHICH A PARTY OWES AN OBLIGATION OF INDEMNITY PURSUANT TO SECTION 11 OF THESE TERMS AND CONDITIONS (INDEMNIFICATION); (VII) A CLAIM ARISING OUT OF LICENSEE’S OR PAYRIX’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (viii) THE AMOUNT OF FEES OR LIQUIDATED DAMAGES LICENSEE OWES HEREUNDER, EACH PARTY’S TOTAL LIABILITY UNDER OR RELATED TO THE ADDENDUM IS LIMITED IN ALL CASES AND IN THE AGGREGATE TO THE AMOUNT OF FEES PAID HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM. EACH PARTY’S TOTAL AGGREGATE LIABILITY UNDER OR RELATED TO THE ADDENDUM INCURRED IN CONNECTION WITH THE FOREGOING SUBSECTIONS (ii), (iii), (iv), (v) AND (vi) IS LIMITED IN ALL CASES TO THE AMOUNT OF FEES PAID HEREUNDER DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ADDENDUM, EXCEPT FOR ANY DAMAGES RESULTING FROM LICENSEE’S BREACH OF SECTION 4 OF THESE TERMS AND CONDITIONS (LICENSE GRANT), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE, REPUTATION OR GOOD WILL, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS), EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE SAKE OF CLARITY, THE IMMEDIATELY PRECEDING DISCLAIMER OF DAMAGES SHALL NOT RELIEVE LICENSEE OF ANY OBLIGATION TO PAY ANY FEES, REVENUE SHARE OR LIQUIDATED DAMAGES DUE HEREUNDER.

9.2. LICENSEE SHALL REQUIRE EACH SALES PARTNER AND CUSTOMER (INCLUDING EACH SALES PARTNER’S CUSTOMERS) TO AGREE TO TERMS SUBSTANTIALLY SIMILAR TO THE FOLLOWING: “THE TOTAL LIABILITY OF LICENSOR’S THIRD-PARTY DATA SUPPLIERS (AND THEIR RESPECTIVE

SUBCONTRACTORS) ARISING OUT OF OR RESULTING FROM THE USE OF A DATA PRODUCT IS LIMITED

IN ALL CASES AND IN THE AGGREGATE TO THE AMOUNT OF FEES PAID FOR THE DATA PRODUCT AT ISSUE DURING THE SIX (6) MONTHS THAT PRECEDED THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST SUCH CLAIM.
”

10. Indemnification.
10.1. Licensee shall defend Payrix and its successors and assigns and each of the officers, employees, directors, agents and shareholders of the foregoing, in their individual capacities or otherwise (each, an “Payrix Indemnified Party”), from and against any and all Claims (as defined in this Section 10.1) asserted by a third party against an Payrix Indemnified Party, and shall indemnify and hold harmless the Payrix Indemnified Party from and against any damages, costs, and expenses incurred by the Payrix Indemnified Party in connection with the defense of such Claim, or that is awarded against the Payrix Indemnified Party by a final court judgment or that is paid or payable by the Payrix Indemnified Party in connection with an agreement settling such Claims in accordance with this Section 10 (including reasonable attorneys' fees and legal costs). As used in this Section 10.1, the term “Claim” means any action, litigation, allegation or claim by a third party alleging, resulting from, or based on: (i) Licensee's or any Sales Partner's or customer's use of Transaction Information or a Data Product, as applicable; (ii) Licensee's or any Sales Partner's or customer's failure to comply with Laws; or (iii) Licensee's or any Sales Partner's or customer's failure to comply with the requirements of the Addendum.
10.2. Payrix shall defend Company and its permitted successors and assigns, and each of the officers, employees, directors, agents and shareholders of the foregoing, in their individual capacities or otherwise (each, a “Licensee Indemnified Party”), from and against any and all Claims (as defined in this Section 10.2) asserted by a third party against a Licensee Indemnified Party, and shall indemnify and hold harmless the Licensee Indemnified Party from and against any damages, costs, and expenses incurred by the Licensee Indemnified Party in connection with the defense of such Claim, or that is awarded against the Licensee Indemnified Party by a final court judgment or that is paid or payable by the Licensee Indemnified Party in connection with an agreement settling such Claims in accordance with this Section 10 (including reasonable attorneys' fees and legal costs). As used in this Section 10.2, the term “Claim” means any action, litigation, allegation or claim by a third party alleging or based on: (i) any breach by Payrix of its representations and warranties set forth in Section 8.2 of these Terms and Conditions, above; or (ii) any claim or allegation that the Transaction Information provided by Payrix hereunder infringes an Intellectual Property right; provided, however, that Payrix shall not be liable for any infringement or alleged infringement that results from: (a) use of the Transaction Information provided hereunder in a manner or for a purpose that is not compliant with the terms of the Addendum; (b) use of the Transaction Information provided hereunder in combination with computer programs, processes, hardware, software, data, systems, or services owned, licensed or provided by someone other than Payrix; (c) Licensee's or any Partner's or customer's data, products, or services, including any Data Product; or (d) modification, change, amendment, customization, or adaptation of the Transaction Information not made wholly by Payrix. If a claim of infringement has been asserted, or in Payrix's reasonable good faith opinion is about or likely to be asserted, Payrix may, at its option, and in addition to any indemnity obligation stated above: (1) procure for Company the right to continue using the Transaction Information provided hereunder; (2) replace or modify the Transaction Information provided hereunder so that it becomes noninfringing; or (3) terminate the Addendum upon written notice to Company.
10.3. The obligation to indemnify and defend under Sections 10.1 and 10.2 of these Terms and Conditions is contingent upon: (i) the indemnified party's promptly notifying the indemnifying party in writing of any

claim subject to such indemnity obligation (provided that, any failure to provide such prompt notice shall not relieve the indemnifying party's indemnification obligation except to the extent the indemnifying party is materially prejudiced by such failure); (ii) the indemnifying party having sole control over the defense and settlement of the claim; (iii) the indemnified party reasonably cooperating during defense and settlement efforts; and (iv) the indemnified party not making any admission, concession, consent judgment, default judgment or settlement of the claim or any part thereof.
11.
Confidential Information.
11.1. Each party shall treat any information received from the other that is designated as “confidential” at or prior to disclosure (“Confidential Information”) as strictly confidential. Payrix designates the Transaction Information, each Data Element, and all information relating to its systems and the nature of the services provided hereunder as its Confidential Information. Additionally, the terms of the Addendum and the existence and nature of the contemplated business arrangement(s) shall be designated as the Confidential Information of each party, subject to the permitted disclosures set forth herein.
11.2. Each party shall: (i) restrict disclosure of the other party's Confidential Information to its employees and agents solely on a “need to know” basis in accordance with the Addendum; (ii) advise its employees and agents of their confidentiality obligations; (iii) require its agents to protect and restrict the use of the other party's Confidential Information in substantially the same manner as set forth herein; (iv) use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own Confidential Information of similar importance; (v) establish procedural, physical and electronic safeguards designed to prevent the compromise or unauthorized disclosure of Confidential Information; and (vi) notify

the other party of any unauthorized possession or use of its Confidential Information as soon as possible following confirmation of that unauthorized use or possession. For clarification, nothing in this Section is intended to modify, limit or reduce Licensee's obligations under Section 8 of these Terms and Conditions with respect to the Transaction Information.
11.3. Confidential Information shall remain the property of the party from or through whom it was provided. Except for the Transaction Information, neither party shall be obligated to preserve the confidentiality of any information that: (i) was known to be or in the party's possession prior to the disclosure by the other party; (ii) is or later becomes generally known or part of the public domain; (iii) was or is independently developed by such party without reference to the other party's Confidential Information; (iv) is released for disclosure with the other party's written consent; or (v) is received from a third party to whom it was disclosed by the other party without restriction. Disclosure of Confidential Information shall be permitted if it is: (a) required by applicable law, rule or regulation; (b) in connection with the tax treatment or tax structure of the Addendum; or (c) in response to a valid order of a U.S. court or other governmental body, provided the owner receives written notice and is afforded a reasonable opportunity to obtain a protective order, except as otherwise provided in Section 13.2 of these Terms and Conditions, below. Upon termination or expiration of the Addendum, except as otherwise provided in Section 14.3.1.1 of these Terms and Conditions, each party shall destroy the other party's Confidential Information in a manner designed to preserve its confidentiality, or, at the other party's written request and expense, return it to the disclosing party. Licensee shall provide Payrix with a signed certification of its compliance with the foregoing requirement, which certification shall be reasonably preapproved by Payrix.
11.4. If Licensee determines the Addendum must be disclosed or made publicly available under applicable securities Law, Licensee may do so, provided Licensee omits all pricing, service level and information

relating to the Transaction Information from any such disclosure or public filing, unless such omission is prohibited by Law.
12. Use and
Ownership of Intellectual Property.
12.1. Any intellectual property rights that existed prior to the Addendum Effective Date shall belong solely to the party owning them at that time. Neither party shall be entitled to any intellectual property right of the other party.
12.2. As between Payrix and Licensee, the Transaction Information and Payrix's Confidential Information are and shall remain the sole and exclusive property of Payrix.
12.3. As between Payrix and Licensee, the Data Products are and shall remain the sole and exclusive property of Licensee, subject to Payrix's and/or its data suppliers' ownership and intellectual property rights, as applicable, in and to the Transaction Information.
12.4. Neither Licensee nor any of its Sales Partners or customers shall use the trademarks, service marks, logos, names, or any other of Payrix's and/or its Affiliates' proprietary designations, whether registered or unregistered, without Payrix's prior written consent. This includes the use of Payrix's and its Affiliates' names, logos or marks in any Data Product, marketing campaign or collateral, press release, announcement, website or other forum or materials. Neither Licensee nor any of its Sales Partners shall identify Payrix, whether directly, indirectly or impliedly, as a business partner, licensor, or other source of its data.
13. Audit.
13.1. As Payrix deems it reasonable from time to time, but only during the Term of the Addendum and for a period of one (1) year thereafter, or for as long as Licensee is storing or retaining Transaction Information, Payrix shall be entitled to request specific information and documentation relating to Licensee's compliance with the terms of the Addendum. Licensee shall use commercially reasonable efforts to provide to Payrix any information reasonably requested by Payrix pursuant to this Section within fifteen (15) days of Payrix's request. Any information disclosed by Licensee to Payrix pursuant to this Section shall be considered Licensee's Confidential Information. In addition, Payrix shall be entitled to conduct on-site audits at Licensee's premises relating to Licensee's compliance with Sections 2.5, 4, 6, 8 or Attachment 1 of these Terms and Conditions. On-site audits shall be conducted no more than once annually, unless a material breach of Sections 2.5, 4, 6, 8 or Attachment 1 of these Terms and Conditions has been confirmed or a Regulator or an Payrix data supplier has requested an audit.
13.2. Payrix is subject to continuing oversight and supervisory authority by various regulatory agencies (each, a "Regulator"). Licensee acknowledges and agrees that when requested by a Regulator, the Addendum and any information related to the Addendum may be disclosed by Payrix to a Regulator, or by Payrix to an Payrix data supplier, without prior notice to Licensee and without disclosure to Licensee of the Regulator's request.
14. Term and Termination
14.1. Term. The Addendum is effective as of the Addendum Effective Date and shall remain in effect for the Term of the Agreement unless otherwise terminated as set forth in this Section 14. Upon the

expiration or termination of the Addendum, Payrix shall not be obligated to deliver Transaction Information.
14.2 Termination; Suspension.

14.2.1 Either party may terminate the Addendum on thirty (30) days advance written notice if the other party: (i) fails to cure a material breach within thirty (30) days of receiving written notice to do so; (ii) is the subject of a dissolution, reorganization, insolvency or bankruptcy action that is not dismissed within forty-five (45) days of being filed; (iii) suffers the appointment of a receiver, conservator or trustee; or (iv) commits any act related to the Addendum with the intent to defraud the other party. In addition, either party terminate immediately terminate the Addendum if the other party discontinues performance under the Addendum because of a binding order of a court or regulatory body. In addition, either party may immediately terminate the Addendum if the other party discontinues performance under the Addendum because of a binding order of a court or regulatory body

14.2.2 In the event that Payrix has a reasonable and good faith belief that Licensee or any Sales Partner or customer has failed to comply with (i) applicable law, rule or regulation or (ii) any of the requirements set forth in Sections 2.5, 4, 6, 8 or Attachment 1 of these Terms and Conditions, and in addition to any termination rights that Payrix has hereunder, then Payrix shall be entitled to immediately suspend Licensee's right to access and use the Transaction Information for any purpose, as set forth below. Within one (1) business day of effecting this suspension, Payrix will provide Company with an explanation of the reason(s) giving rise to the suspension. In order for the suspension to remain in effect, Payrix shall be required to audit Company within seven (7) business days of Payrix's provision of its explanation to Company to determine whether a failure of the type described in subsections (i) or (ii) above actually occurred. In the event Payrix determines that there was no failure of the type described in subsections (i) or (ii), Payrix will immediately restore Licensee's right to access and use the Transaction Information. In the event Payrix determines that a failure of the type described in subsections (i) or (ii) above did occur, the suspension shall remain in effect until such time as the suspected non-compliance has been remediated to Payrix's reasonable satisfaction. In the event Payrix determines that the failure giving rise to the suspension is solely and directly attributable to a particular Sales Partner or customer, with no contribution from Licensee, Payrix shall restore Licensee's right to access and use the Transaction Information and will only cause Licensee to suspend such Sales Partner's or customer's right to sell, access and/or use Data Products, as applicable, for any purpose until such time as the failure has been remediated to Payrix's reasonable satisfaction.

14.3 Post Termination/Expiration Obligations and Responsibilities. Termination or expiration of the Addendum shall not relieve either party from any obligation that accrued through the date of termination or expiration or from any terms and conditions in the Addendum (as the same may be modified from time to time) that expressly continue beyond termination or expiration. Subject to the foregoing, and further subject to the license rights and use restrictions set forth in the Addendum, upon the termination or expiration of the Addendum, Licensee shall have the continuing perpetual right to use the Transaction Information that it received up to the date the Addendum terminates or expires. Notwithstanding the foregoing, and except as otherwise provided in the immediately following sentence, in the event that the Addendum is terminated by either (i) Payrix, for a reason that is specifically allowed herein or (ii) Company, for a reason that is not specifically allowed herein (e.g., for convenience), all of Licensee's rights in and to the Transaction Information shall immediately terminate and be revoked and Licensee shall promptly destroy the Transaction Information (including all copies, in whatever medium) in a manner designed to preserve its confidentiality, or at Payrix's written request, return such Transaction Information to Payrix, including all copies. For the sake of clarity, in the event that Company terminates the Addendum

pursuant to Section 3.3.3.2 of these Terms and Conditions, Licensee shall have the continuing perpetual right to use the Transaction Information that it received up to the date the Addendum terminates, subject to the license rights and use restrictions applicable to the Transaction Information as set forth herein. Licensee shall provide Payrix with a signed certification of its compliance with the requirements of this Section, which certification shall be reasonably pre-approved by Payrix. The immediately preceding return or destruction requirement shall not apply to any Data Element that has been combined and aggregated with a data set or a Data Product to such a degree that the Data Element itself, its nature, or its representative characteristics can no longer be identified, obtained, or ascertained, whether through reverse engineering, data analytics or other data science practices.

15. Assignment. Licensee shall not assign, subrogate or transfer any interest, obligation or right arising out of the Addendum without prior written consent from Payrix, which consent shall not be unreasonably withheld. Absent Payrix's consent, any attempted assignment, subrogation or transfer shall be void from its inception. Subject to the foregoing, the terms of the Addendum shall be binding upon and inure to the benefit of permitted successors and assigns. Company shall be entitled to assign the Addendum to any of its Affiliates upon the provision of written notice to Payrix.

16. Public Re
lations. Neither party, nor any Sales Partner, will directly or indirectly make any public
statement or public disclosure (including, without limitation, through any press releases, advertising, customer list, web page, blog or other promotional or marketing material of any kind) regarding the existence or content of, or relating to any matter or subject arising from, the Addendum, or use the other party's name in public, whether explicitly or implicitly, without the written approval of such other party.

17.
Changes. Except as otherwise provided herein, changes to the Addendum may only be made in a writing signed by both parties.

18. No Export; Unlawful Activity.
The Transaction Information and Payrix's Confidential Information are subject to export controls under applicable laws. Except as otherwise specifically set forth herein, Licensee shall not export (or allow to be exported) any Transaction Information, Payrix Confidential Information, or Data Product.
Neither Licensee nor any of its directors, officers, agents, employees or other persons associated with or acting on its behalf: (i) have received or will receive any unlawful contribution, gift, entertainment or other payment from Payrix; (ii) is a governmental entity; or (iii) is in violation of, or will violate any applicable anti-corruption or anti-bribery laws, rules or regulations. Payrix shall have the right to immediately terminate the Addendum or any other relationship with Licensee if this Section is breached.
19. Severability. If any provision of the Addendum is unenforceable in any respect under any Laws, such enforceability shall not affect any other provision of the Addendum, and the Addendum shall be construed as if such unenforceable provision had not been included to the extent necessary to bring it within the requirements of such Laws. The Addendum shall not be construed more strongly against either party, regardless of who is more responsible for its preparation. The headings that appear in the Addendum are inserted for convenience only and do not limit or extend its scope.
20. Independent Status. Payrix is an independent contractor. Neither Payrix nor any of its representatives are an employee, partner or joint venturer of Licensee. Payrix has the sole obligation to supervise, manage and direct the performance of its obligations under the Addendum. Payrix reserves the right to determine who will be assigned to perform its obligations, and to make replacements or reassignments as it deems

appropriate. Each party shall be solely responsible for payment of compensation to its respective personnel, and assumes full responsibility for payment of all federal, state, local and foreign taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such personnel. Neither party shall be an agent of the other, nor have any authority to represent the other in any matter.
21. Governing Law and Disputes. The Addendum shall be governed by the laws of the State of Florida, without regard to internal principles relating to conflict of laws. Any dispute, difference, controversy or claim arising out of or relating to the Addendum shall be settled by binding arbitration before a single arbitrator in Jacksonville, Florida in accordance with the
Commercial Arbitration Rules (including Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association. Judgment on any resulting award may be entered into by any court having jurisdiction over the parties or their respective property. The arbitrator shall decide any issues submitted in accordance with the provisions and commercial purposes of the Addendum, and shall not have the power to award damages other than those described in the Addendum.
22. Survival; Waiver. Termination of the Addendum shall not impact any right or obligation arising prior to termination, and in any event Sections 2, 3.3, and 4-24 of these Terms and Conditions shall survive termination of the Addendum (except as otherwise set forth herein). No waiver of any provisions of the Addendum and no consent to any default under the Addendum shall be effective unless in writing and signed by the party against whom such waiver or consent is claimed. No course of dealing or failure to strictly enforce any provision of the Addendum shall be construed as a waiver of such provision or impair the right of either party to enforce such provision at a later time. Waiver by a party of any default by the other party shall not be deemed a waiver of any other default. Sections 8.2 and 10.2 of these Terms and Conditions shall survive termination of the Addendum for a period of two (2) years.
Transaction Information License Addendum – Attachments
Attachment 1 – List of Excluded Business Types
Neither Licensee nor any Sales Partner shall provide a Data Product to any of the following:
1. Any company or individual listed as a Specially Designated national or blocked person on the Office of Foreign Asset Control (OFAC) website http://www.treas.gov/offices/enforcement/ofac/sdn/index.html).
2. Any company or individual that has been involved in fraud, or other unethical business practices.
3. Any company operating out of a residence (e.g., home-based business).
4. Any Marijuana dispensary.
5. Any company or individual that is located outside of the United States or Canada or that will use the Data Product outside of the United States or Canada.
6. Any agency of a foreign government.
7. Any weapons dealer, seller or distributor.
8. Any investment firm, company or fund.
In the event that Licensee or a Sales Partner provides a Data Product to any entity or individual included in this Attachment 1, Licensee shall promptly retrieve, take back or cause such entity or individual to destroy such Data Product and provide written certification of the same to Payrix, which certification documentation shall be reasonably pre-approved by Payrix.

DIRECT AGREEMENT & FIFTH THIRD BANK DISCLOSURE

Version: 10.2022.4 Last Modified: 12-17-2024

PAYRIX DIRECT MERCHANT AGREEMENT

This Merchant Services Agreement for Sub-Merchants (Merchant Agreement) is made among (i) the bank identified on the Member Bank Disclosure Page attached hereto (Acquirer), (ii) Payrix, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part, and (iii) the Sub-Merchant, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part. This Merchant Agreement incorporates by reference the Payrix Terms of Services, and capitalized terms not otherwise defined herein have the respective meanings given them in the Payrix Terms of Service. Acquirer will provide Sub-Merchant with certain payment processing (the Acquirer Services) in accordance with the terms of this Merchant Agreement. In consideration of Sub-Merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with Visa, Mastercard, Discover, and certain similar entities (collectively, Payment Networks), Sub-Merchant is required to comply with the Rules (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-Merchant meets certain requirements under the Rules or a Payment Network or the Rules otherwise require, Sub-Merchant may be required to enter into a direct relationship with an entity that is a Member of the Payment Networks. By agreeing to the Payrix Terms of Service to which this Merchant Agreement is an exhibit (by click through agreement or otherwise), Sub-Merchant has fulfilled this requirement, if and when applicable. However, Acquirer understands that Sub-Merchant may have contracted with Payrix to obtain certain processing services and that Payrix may have agreed to be responsible to Sub-Merchant for all or part of Sub-Merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. Certain Sub-Merchant Responsibilities

Sub-Merchant agrees to comply, and to cause third parties acting as Sub-Merchant's agent (Agents) to comply, with the Payment Networks' by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks (collectively, Rules). Sub-Merchant may review the Visa, Mastercard, and Discover websites for a copy of the Visa,

Mastercard and Discover regulations. The websites are: http://usa.visa.com/merchants; and http://www.mastercard.com/us/merchant/ and http://www.discovernetwork.com/merchants/.

Without limiting the foregoing, Sub-Merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-Merchant's software providers and/or equipment providers. If so indicated in the Payrix Terms of Service, Sub-Merchant may be a limited-acceptance merchant, which means that Sub-Merchant has elected to accept only certain Visa and Mastercard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Rules and applicable law as they may relate to limited acceptance. Sub-Merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale. Sub-Merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-Merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-Merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-Merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-Merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-Merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-Merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 - Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand.

2. Sub-Merchant Prohibitions

Sub-Merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-Merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-Merchant, v) disburse funds in the form of cash unless Sub-Merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, Travel Money cards, or foreign currency, plus any commission or fee charged by the Sub-Merchant), or Sub-Merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-Merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-Merchant further agrees that, under no circumstance, will Sub-Merchant store cardholder data in violation of applicable laws or the Rules including but not limited to the storage of track-2 data. Neither Sub-Merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. Settlement

Upon receipt of Sub-Merchant's sales data for card transactions, Acquirer will process Sub-Merchant's sales data to facilitate the funds transfer between the various Payment Networks and Sub-Merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-Merchant directly to Sub-Merchant's designated demand deposit account (Sub-Merchant-Owned Designated Account) or, at Sub-Merchant's request, to a third-party check writer's account. Any dispute regarding amount of settlement shall be between Payrix and Sub-Merchant. Any dispute regarding the receipt of settlement shall be between Acquirer and Sub-Merchant, with Payrix managing and working to resolve any such dispute. Acquirer will debit the Payrix reserve account for funds owed to Acquirer as a result of the Acquirer Services provided hereunder, provided that Acquirer may also debit the Sub-Merchant-Owned Designated Account for funds owed to Acquirer as a result of the Acquirer Services provided hereunder. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-Merchant or the Payrix reserve account.

4. Term and Termination

This Merchant Agreement shall be binding upon Sub-Merchant upon Sub-Merchant's acceptance (by click through agreement or otherwise). The term of this Merchant Agreement shall begin, and the terms of the Merchant Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Merchant Agreement by issuing a merchant identification number and shall be coterminous with the Payrix Terms of Service with Sub-Merchant. Notwithstanding the foregoing, Acquirer may immediately cease providing Acquirer Services and/or terminate this Merchant Agreement without notice if (i) Sub-Merchant or Payrix fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-Merchant or Payrix may be a violation of the Rules or any applicable laws, (iii) Acquirer believes that Sub-Merchant has violated or is likely to violate the Rules or applicable laws, (iv) Acquirer determines Sub-Merchant poses a financial or regulatory risk to Acquirer or a Payment Network, (v) Acquirer's agreement with Payrix terminates, (vi) any Payment Network deregisters Payrix, (vii) Acquirer ceases to be a Member of the Payment Networks or fails to have the required licenses, or (viii) Acquirer is required to do so by any Payment Network. Notwithstanding the foregoing, Acquirer may cease providing Acquirer Services and/or terminate this Merchant Agreement for any reason or no reason at all following thirty (30) days written notice to Sub-Merchant and Payrix.

5. Limits of Liability

Sub-Merchant agrees to provide Acquirer, via a communication with Payrix, with written notice of any alleged breach by Acquirer of this Merchant Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-Merchant and a waiver of any and all rights to dispute such breach. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS MERCHANT AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-Merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Merchant Agreement. In the event that Sub-Merchant has any claim arising in connection with the Acquirer Services, rights, and/or obligations defined in this Merchant Agreement, Sub-Merchant shall proceed against Payrix and not Acquirer, unless otherwise specifically set forth in the Rules. In no event shall Acquirer have any liability to Sub-Merchant with respect to this Merchant Agreement or the Acquirer Services. Sub-Merchant acknowledges Acquirer is only providing this Merchant Agreement to assist in Payrix's

processing relationship with Sub-Merchant, that Acquirer is not liable for any action or failure to act by Payrix, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-Merchant by Payrix. If Payrix is unable to provide its services to Sub-Merchant in connection with this Merchant Agreement and Acquirer elects to provide those services, directly, Sub-Merchant acknowledges and agrees that the provisions of this Merchant Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-Merchant, will govern Acquirer's relationship with Sub-Merchant. If Payrix subsequently provides its services to Sub-Merchant in connection with this Merchant Agreement, Acquirer will cease to provide such services after receipt of notice from Payrix and this Merchant Agreement will govern Acquirer's relationship with Sub-Merchant.

6. Miscellaneous

This Merchant Agreement is entered into, governed by, and construed pursuant to the laws of the State of Texas without regard to conflicts of law provisions. This Merchant Agreement may not be assigned by Sub-Merchant without the prior written consent of Acquirer. This Merchant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Merchant Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-Merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Merchant Agreement upon notice to Sub-Merchant in accordance with Acquirer's standard operating procedure. If any provision of this Merchant Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Merchant Agreement will be construed as if such provision is not contained in the Merchant Agreement. The Acquirer may be changed, and its rights and obligations assigned to another party, by Acquirer at any time without notice to Sub-Merchant. For purposes of protecting its interests as Acquirer hereunder, and without prejudicing Payrix's rights hereunder, Acquirer may exercise any right or remedy of Payrix in the Payrix Terms of Service in its performance hereunder, and may also enforce any obligation of Sub-Merchant in the Payrix Terms of Service against Sub-Merchant.

MEMBER BANK DISCLOSURE PAGE

This Merchant Services Agreement for Sub-Merchants (Merchant Agreement) is made among (i) Fifth Third Bank (Acquirer, or Bank), (ii) Payrix, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part, and (iii) the Sub-Merchant, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part. This Merchant Agreement incorporates by reference the Payrix Terms of Services, and capitalized terms not otherwise defined herein have the respective meanings given them in the Payrix Terms of Service. Acquirer will provide Sub-Merchant with certain payment processing (the Acquirer Services) in accordance with the terms of this Merchant Agreement. In consideration of Sub-Merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with Visa, Mastercard, Discover, and certain similar entities (collectively, Payment Networks), Sub-Merchant is required to comply with the Rules (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-Merchant meets certain requirements under the Rules or a Payment Network or the Rules otherwise require, Sub-Merchant may be required to enter into a direct relationship with an entity that is a Member of the Payment Networks. By agreeing to the Payrix Terms of Service to which this Merchant Agreement is an exhibit (by click through agreement or otherwise), Sub-Merchant has fulfilled this requirement, if and when applicable. However, Acquirer understands that Sub-Merchant may have contracted with Payrix to obtain certain processing services and that Payrix may have agreed to be responsible to Sub-Merchant for all or part of Sub-Merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

Payment Facilitator Contact Information

Name:
Address:
Phone:
Payrix Solutions, LLC
5605 Glenridge Drive, Suite #375, Atlanta, GA 30342
(855) 672-9749

Member Bank Information

Name:
Address:
Phone:
Fifth Third Bank
8500 Governors Hill Drive, Symmes Township, OH 45249-1384
(866) 622-2390

Important Member Bank Responsibilities

- The Bank is the only entity approved to extend acceptance of Payment Network products directly to a Sub-Merchant under this Merchant Agreement.
- The Bank must be a principal (signer) of this Merchant Agreement.
- The Bank is responsible for educating Sub-Merchant on pertinent Visa and Mastercard Rules with which Sub-Merchant must comply; but this information may be provided to you by Payrix.
- The Bank is responsible for and must provide settlement funds to the Sub-Merchant.
- The Bank is responsible for all funds held in reserve.

Important Merchant Responsibilities

• Ensure compliance with cardholder data security and storage requirements.
• Maintain fraud and chargebacks below Payment Network thresholds.
• Review and understand the terms of the Merchant Agreement.
• Comply with Payment Network rules.

Sub-Merchant Resources

• Sub-Merchant may download 'Visa Regulations' from Visa's website at:
[https://usa.visa.com/support/small-business/regulations-fees.html#3]
• Sub-Merchant may download 'Mastercard Rules' from Mastercard's website at:
[http://www.mastercard.com/us/merchant/support/rules.htm]

Municipality Addendum

ADDENDUM TO CONTRACT

This Addendum ("**Addendum**") is entered into as of the same date as the underlying contract attached hereto, by and between
____, a political subdivision in [STATE of Merchant], [County or City of Merchant] (the "**Merchant**" and the "**State Law of Merchant**"), and Payrix Solutions, LLC (the "**Contractor**"). This Addendum is executed in accordance with the applicable State Law of Merchant to address certain provisions that are void or unenforceable as a matter of law, and it supplements the terms of the contract being entered into contemporaneously by the parties (the "**Contract**").

WITNESSETH:

WHEREAS, The State Law of Merchant prohibits certain terms and conditions in contracts entered into by a governmental entity or its agencies; and

WHEREAS, the Merchant also seeks to clarify its position on certain specific contracting terms as required under the State Law of Merchant; and

WHEREAS, the parties are required to comply with the mandatory provisions of the State Law of Merchant law to ensure the enforceability of the remaining provisions of the Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Superseding Effect of The State Law of Merchant Law

Notwithstanding any provision in the Contract to the contrary, the parties acknowledge and agree that the Contract is subject to the State Law of Merchant, including but not limited to its Local Government Code and other applicable statutes. Any term or condition of the Contract that conflicts with such law is void ab initio and shall have no effect, and the Contract shall be enforced as if such term or condition had never been included.

2. Prohibited Provisions

The following terms and conditions, to the extent they appear in the Contract, shall be deemed void and unenforceable:

a. **Indemnification or Hold Harmless:** Any provision requiring the Merchant to indemnify or hold harmless another person or entity except to the extent permitted by the State Law of Merchant. Such provisions are hereby reformed to require the Merchant to be responsible only for its own actions and obligations as allowed by the State Law of Merchant.

b. **Binding Arbitration:** Any provision requiring the Merchant to submit to binding arbitration or other binding extrajudicial dispute resolution processes.

c. **Venue Selection:** Any provision requiring disputes to be resolved outside a court of proper jurisdiction located in the Merchant's state.

d. **Liability Limitation:** Any provision that requires the Merchant to agree to limit liability for any direct loss to the Merchant for bodily injury, death, or damage to property of the Merchant caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the Merchant, except as permitted by the State Law of Merchant.

e. **Unilateral or Unknown Terms:** Any provision that requires the Merchant to be bound by a term or condition that is unknown to the Merchant at the time of signing a contract, that is not specifically negotiated with the Merchant, that may be unilaterally changed by the other party, or that is electronically accepted by a Merchant employee, except that Contractor may add and change pricing to the Merchant upon notice to the Merchant which will be accepted by the Merchant except where the Merchant elects to terminate the Agreement as a result of such changed pricing.

f. **Legal Representation:** Any provision that provides for a person other than the Merchant criminal district attorney, or an attorney employed or designated by the Merchant pursuant to the State Law of Merchant, to serve as legal counsel for the Merchant.

g. **Public Records Compliance:** Any provision that conflicts with the Merchant's obligations under the State Law of Merchant Public Information Act.

3. Governing Law

The Contract, as modified by this Addendum, shall be governed by and construed in accordance with the State Law of Merchant, regardless of any contrary provisions in the Contract.

4. Severability

If any provision of the Contract, as modified by this Addendum, is found to be unenforceable under the State Law of Merchant, such provision shall be severed, and the remainder of the Contract shall continue in full force and effect.

5. No Waiver

The inclusion of this Addendum does not constitute a waiver of any rights or remedies available to the Merchant under applicable law, including but not limited to those provided by the State Law of Merchant Local Government Code and other relevant statutes.

6. Mandatory Retention Schedule for Records
If any provision of the contract requires the immediate return or destruction of documents involved in the contract, said provision is hereby modified to condition compliance only to the extent possible subject to established records retention policy or policies of the Merchant and in accordance with the State Law of Merchant.

7. Force Majeure
Any provision which excuses performance of a party or parties subject to a force majeure event, while still requiring the Merchant to continue in its payment obligations, is hereby modified such that, during any period in which the performance of a non-Merchant party is excused for a force majeure event, the corresponding obligation of the Merchant to pay for those goods and/or services is likewise excused during that same period of time.
8. Entire Contract
This Addendum, together with the Contract and any other executed amendments or addenda, constitutes the entire understanding between the parties concerning the subject matter addressed herein. In the event of any conflict between this Addendum and the Contract, the terms of this Addendum shall control.
IN WITNESS WHEREOF, the parties have caused this Addendum to be signed by their duly *authorized representatives this ________day of _____________, 2026.*

MERCHANT:
BY: ______________________________
Name: ______________________________
Its: ______________________________
____________________________ PAYRIX SOLUTIONS, LLC
BY: ______________________________
Name: ______________________________
Its: ______________________________