

SUB-MERCHANT PROCESSING AGREEMENT TERMS AND CONDITIONS

VISA and Mastercard Disclosure

Coastal Acquiring Secure Holdings, LLC (**Payment Facilitator**), First Data Merchant Services LLC (**Provider**), and Pathward NA (**Bank**) (Payment Facilitator, Provider and Bank collectively **we, us** or **our**) will provide (**Sub-Merchant, you** or **your**) with certain Card processing services. Capitalized terms used in this Agreement are referred to in Appendix 1.

By entering into this Sub-Merchant Processing Agreement (the **Agreement**), you agree to comply with the (1) Network Rules as they pertain to Card information you receive through the Payment Facilitator service and (2) Your Payments Acceptance Guide.

Bank and Provider are party to this Agreement for the purpose of facilitating funding of amounts owed for properly submitted transactions, less amounts owed to us under this Agreement. As such, you waive any and all claims for damages against Bank and Provider arising from or related to this Agreement. Nothing in this paragraph will limit the rights and remedies available to Bank or Provider in this Agreement.

Acceptance of Cards

You agree to comply with Your Payments Acceptance Guide and all Network Rules, as such may be changed from time to time. You understand that we may be required to modify Your Payments Acceptance Guide and the Agreement from time to time in order to comply with requirements imposed by the Networks.

In offering payment options to your customers, you may elect any one of the following options: (1) Accept all types of Visa and Mastercard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards; (2) Accept only Visa and Mastercard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or (3) Accept only Visa and Mastercard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards). The acceptance options above apply only to domestic transactions.

If you choose to limit the types of Visa and Mastercard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).

For recurring transactions, you must obtain a written request or similar authentication from your customer for the goods and/or services to be charged to the customer's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

Settlement

Upon our receipt of the Transaction Data for Card transactions, we will process the Transaction Data to facilitate the funds transfer from the various Networks for the Card sales. After we receive credit for such Transaction Data, subject to our other rights under this Agreement, we will provide provisional credit to your Settlement Account.

You must not submit transactions for payment until the goods are delivered shipped, or the services are performed. If the Cardholder disputes being charged for merchandise or services before receiving them, a Chargeback may result.

Chargebacks

Sub-Merchant is solely responsible to pay the amount of any Chargebacks resulting from Transactions submitted by Sub-Merchant under this Agreement. Chargebacks can be received for a number of reasons. The following are some

of the most common reasons for Chargebacks: (1) a refund is not issued to a customer upon the return or non-delivery of goods or services; (2) an authorization/approval code was required and not obtained; (3) the transaction was allegedly fraudulent; (4) the customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or (5) The customer refuses to make payment for a Card sale because in the customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved but in an unsatisfactory manner.

Fees

Pursuant to Appendix 2, you agree to pay Payment Facilitator the fees associated with the provision of the services contemplated hereunder.

Reserve

You acknowledge that in addition to any other rights afforded us hereunder, we may establish a reserve account to satisfy your obligations or potential obligations under this Agreement (the **Reserve**), which may be funded by: (i) our demand and your immediate payment for such amounts; (ii) our debiting the account identified as the Settlement Account; (iii) our withholding your settlement payments until all amounts are paid, (iv) our delaying presentation of your refunds until you make a payment to us of a sufficient amount to cover the Reserve; and (v) our pursuit of any remedies we may have at law or in equity.

The Reserve will contain sufficient funds to cover any unbilled processing costs plus our estimated exposure based on reasonable criteria for Chargebacks, fines, returns and unshipped merchandise and/or unfulfilled services. We may (but are not required to) apply funds in the Reserve toward, and may set off any funds that would otherwise be payable to you against, the satisfaction of any amounts which are or become due from you pursuant to this Agreement.

The Reserve will not bear interest, and you will have no right or interest in the funds in the Reserve; provided that upon satisfaction of all of your obligations under this Agreement, we will pay to you any funds then remaining in the Reserve. Any funds in the Reserve may be commingled with other funds, and need not be maintained in a separate account. Effective upon our establishment of a Reserve, you irrevocably grant to us a security interest in any and all funds, together with the proceeds thereof, that may at any time be in our possession and would otherwise be payable to you pursuant to the terms of this Agreement. You agree to execute and deliver to us such instruments and documents that we may reasonably request to perfect and confirm the security interest and right of setoff set forth in this Agreement. The parties' rights and obligations under this Section shall survive termination of this Agreement.

Financial Information

Upon request, you will promptly provide us with any necessary permissions or consents, financial statements or other information reasonably requested by us to perform credit risk, security, qualification, and other reviews related to the provision of the Services, transactions submitted, fulfillment of obligations to us or Cardholders, or your financial condition. You authorize us and our processor to obtain information from third parties when performing credit risk, security, qualification, and other reviews. We, our processor or Bank may perform a reasonable audit of the your records related to its performance under this Agreement with 30 days' advance written notice to you, during your normal business hours. Financial statements shall be prepared in accordance with generally accepted accounting principles. You will also provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

Data Security and Privacy

You represent to us that you do not have access to Card information (such as the cardholder's account number, expiration date, and CVV2) and you will not request access to such Card information from us. In the event that you receive such Card information in connection with the acceptance or submittal of Card Transactions provided under this Agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Network Rules, including but not limited to Payment Card Industry Data Security Standards (**PCI DSS**) or applicable law. If at any time you believe that Card information has been compromised, you must notify us promptly and assist in providing

notification to the proper parties. You must ensure your compliance and that of any third party service provider utilized by you, with all security standards and guidelines that are applicable to you and published from time to time by Visa, Mastercard or any other Network, including, without limitation, the Visa U.S.A. Cardholder Information Security Program (**CISP**), the Mastercard Site Data Protection (**SDP**), and (where applicable), the PCI Security Standards Council, Visa, and Mastercard PA-DSS (**Payment Application Data Security Standards**) (collectively, the **Security Guidelines**). If any Network requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card information other than for the sole purpose of completing the Transaction authorized by the customer for which the information was provided to you, or as specifically allowed by Network Rules, Your Payments Acceptance Guide or required by law.

Term; Events of Default

This Agreement shall be in effect upon signing by of each document by all parties and shall remain effective through the initial term of _____ years and shall thereafter automatically continue until terminated by either party upon the provision of thirty (30) days' notice to the other party.

If any of the following events shall occur (each an **Event of Default**):

- (i) a material adverse change in your business, financial condition, business procedures, prospects, products or services; or
- (ii) any assignment or transfer of voting control of you or your parent; or
- (iii) a sale of all or a substantial portion of your assets; or
- (iv) irregular Card sales by you, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by us, of any Network, or any other entity, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us; or
- (v) any of your conditions, covenants, obligations or representations or warranties in this Agreement are breached in any material respect or are incorrect in any material respect when made or deemed to be made; or
- (vi) you shall file a petition or have a petition filed by another party under the Bankruptcy Code or any other laws relating to bankruptcy, insolvency or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against you in an involuntary case under such laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of a substantial part of its property; or make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or
- (vii) a violation by you of any applicable law or Network Rule or our reasonable belief that termination of this Agreement or suspension of services is necessary to comply with any law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the US Department of the Treasury or your breach, as determined by Servicers, of your requirement to comply with all applicable laws. T

then, upon the occurrence of (1) an Event of Default specified in subsections (iv), (vi), (vii), or (viii) we may consider this Agreement to be terminated immediately, without notice, and all amounts payable hereunder shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by you, and (2) any other Event of Default, this Agreement may be terminated by us giving not less than 10 days' notice to you, and upon such notice all amounts payable hereunder shall be due and payable on demand.

Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive or be perpetual or irrevocable. Such provisions shall survive the expiration or termination of this Agreement. All obligations by you to pay or reimburse us for any obligations associated with transactions you have submitted to us are intended to survive termination of this Agreement.

If any Event of Default shall have occurred and regardless of whether such Event of Default has been cured, we may, in our sole discretion, exercise all of our rights and remedies under applicable law, and this Agreement.

The Networks often maintain lists of merchants who have had their merchant agreements or Card acceptance rights terminated for cause. If this Agreement is terminated for cause, you acknowledge that we may be required to report your business name and the names and other information regarding its principals to the Networks for inclusion on such list(s). You expressly agree and consent to such reporting if you are terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by the Networks. Furthermore, you agree to waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

In the event we provide notice to you of an increase in the fees for Services, you may terminate this Agreement without further cause or penalty by providing us 30 days advance written notice of termination. You must terminate within 30 days after we provide notice of the fee increase. However, maintaining your account with us or your continued use of our Services after the effective date of any increase shall be deemed acceptance of the increased fees for Services, throughout the term of this Agreement.

We may terminate this Agreement at any time and for any or no reason upon the provision of thirty (30) days prior notice. We may also temporarily suspend or delay payments to you during our investigation of any issue and/or designate an amount of funds that we must maintain in order to protect us against the risk of, among other things, existing, potential, or anticipated Chargebacks arising under this Agreement or other amounts that may be owing to us under this Agreement.

Warranties; Exclusion of Consequential Damages; Limitation on Liability

This Agreement and any addenda is an agreement for services and except as expressly provided in this Agreement, and any addenda, we and our affiliates disclaim all representations or warranties, express or implied, made to merchant or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise (regardless of any course of dealing, custom or usage of trade) of any services or any goods provided incidental to the Services provided under this Agreement. Notwithstanding anything in this in this Agreement and any addenda to the contrary, in no event shall we or our affiliates be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.

Notwithstanding anything in this Agreement and any addenda to the contrary, we and our affiliates' cumulative liability, in the aggregate (inclusive of any and all claims made by Sub-Merchant against us and/or our affiliates, whether related or unrelated) for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this Agreement any addenda) and regardless of the form of action or legal theory shall not exceed the lesser of (i) \$100,000; or (ii) the amount of fees received by us pursuant to any addenda attached and incorporated herein for services performed in the immediately preceding 12 months.

Confidentiality

Each party acknowledges and agrees that the other may be providing to it and that it may become aware of the confidential and proprietary information of the other party, including but not limited to, the terms of this Agreement, financial information and other information related to each party's business operations. Each party agrees that it will

maintain the confidentiality of such information and neither party shall disclose any such information to any other person or entity (other than to those of its employees, agents, contractors, representatives and Affiliates to whom disclosure is reasonably necessary in furtherance of the performance of this Agreement). Notwithstanding the foregoing, the requirements of non-disclosure shall not apply to any information which: (a) at the time of disclosure is already in the possession of the receiving party; (b) is independently developed by the receiving party without reliance on the disclosed confidential or proprietary information; (c) is or becomes publicly available through no wrongdoing of the receiving party or (d) becomes available to receiving party on a non-confidential basis from a person, other than the disclosing party, who is not bound by a confidentiality obligation or otherwise restricted from transmitting the information to the receiving party. Furthermore, this section shall not prohibit the receiving party from making legally required disclosures pursuant to subpoena, court order or the order of any other authority having jurisdiction; provided that receiving party shall provide disclosing party with prompt notice, unless prohibited by law or court order, thereof so that disclosing party may seek an appropriate protective order or other remedy. If in the absence of a protective order or other remedy or waiver of the terms of this section, if receiving party determines in its sole discretion that it is required by law, regulation, legal process or regulatory authority to disclose any such confidential or proprietary information, receiving party may disclose such information upon written notice to disclosing party unless prohibited by law or court order.

Visa and Mastercard Disclosure

Member Bank Name: Pathward, National Association

Bank mailing address: 5501 S. Broadband Lane, Sioux Falls, SD 57108

Bank Phone Number: 1-866-550-6382

Important Member Bank Responsibilities

- (a) The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
- (b) The Bank must be a principal (signer) to the Sub-Merchant Agreement.
- (c) The Bank is responsible for educating Sub-Merchants on pertinent Visa and Mastercard Rules with which Sub-Merchants must comply; but this information may be provided to you by Payment Facilitator.
- (d) The Bank is responsible for and must provide settlement funds to the Payment Facilitator, for distribution to the Sub-Merchant.
- (e) The Bank is responsible for all funds held in reserve at Bank that are derived from settlement.

Important Sub-Merchant Responsibilities

- (a) In the event Sub-Merchant obtains Card Information, ensure compliance with Cardholder data security and storage requirements.
- (b) Maintain fraud and chargebacks below Network thresholds.
- (c) Review and understand the terms of the Agreement.
- (d) Comply with Network Rules.
- (e) Retain a signed copy of this Disclosures Page.

American Express OptBlue® Program Terms and Conditions

1. Amex Services. These American Express OptBlue Program Terms (**Amex Terms**) describe some of the requirements for your acceptance of American Express Cards under the American Express OptBlue Program (**OptBlue Program**). You agree that your acceptance of American Express Cards will comply with the Agreement and with the American Express Merchant Operating Guide (**Amex Guide**) which are the Rules for American Express Card Transactions. The Amex Guide applies only to American Express Card Transactions and the American Express OptBlue Program. Capitalized words and phrases that are used but not defined under **Certain Definitions** below or elsewhere in the Agreement are defined in the Amex Guide, which is available to you at www.americanexpress.com/merchantopguide. If these Amex Terms conflict with any other part of the Agreement with respect to American Express Card Transaction, these Amex Terms will control. The acquiring services (including Authorization, processing, and settlement) that you receive for your American Express Card Transactions (**Amex Services**) are provided by Payment Facilitator through a separate agreement with a third-party processor and not by Bank.

2. Definitions. The defined words and phrases below apply only to these Amex Terms and American Express Card Transactions. Any terms not defined here or in the Amex Guide will have the meaning given to them in the Agreement.

American Express Card or **Card** means (a) any card, account access device, or payment device or service bearing American Express or American Express Affiliates' Marks and issued by an Issuer, or (b) a Card number issued by an Issuer which can be used to purchase goods or services from you.

American Express means American Express Travel Related Services Company, Inc., a New York corporation.

American Express Brand means the Marks of American Express and its affiliates.

Amex Transaction Data means all information required by American Express evidencing one or more transactions, including information obtained at the point of sale, information obtained or generated during authorization and submission, and any Chargeback.

Applicable Law means (a) any law, statute, regulation, ordinance, or subordinate legislation in force from time to time to which you or Processor is subject, (b) the common law as applicable to them from time to time, (c) any court order, judgment, or decree that is binding on them, and (d) any directive, policy, rule, or order that is binding on them and that is made or given by a regulator or other government agency of the United States (or any of its territories) or any other federal, commonwealth, state, provincial, or local jurisdiction. References to "Law" elsewhere in the Agreement include this definition but only for purposes of the Amex Services and American Express Card Transactions.

Card Member means an individual or Entity (a) that has entered into an agreement establishing a Card account with an Issuer, or (b) whose name appears on the Card. References to a "cardholder" elsewhere in the Agreement include this definition but only for purposes of the Amex Services and American Express Card Transactions.

Charge means a payment or purchase made on the Card.

Establishments means any or all of your (or your Affiliates') locations, outlets, websites, online networks, and all other methods for selling goods and services, including methods that you adopt in the future. References to "locations" elsewhere in the Agreement include this definition but only for purposes of the Amex Services and American Express Card Transactions.

Transaction means a Charge or Credit completed by the means of a Card.

3. Amex Services: Qualification Criteria and Merchant Operating Guide.

3.1. If you meet the criteria below and elect to accept American Express Transactions, we will provide Amex Services to you under the terms and settlement time frames provided in your Agreement.

3.2. To qualify for the Amex Services, you must meet the following criteria: (a) your Total Annual American Express volume is less than \$1,000,000; (b) your business is not of a merchant category type prohibited by American Express; and (c) you are not a franchisee of any franchise excluded by American Express from eligibility for the OptBlue Program.

3.3. After initial qualification, you must continue to meet American Express's criteria for the OptBlue Program. Currently, these criteria (each, a **Continuing Qualification Threshold**) are: (a) the total volume of American Express Card Transactions in any rolling 12-month period for all your Establishments is not more than \$1,000,000, and (b) the total monthly volume of American Express Card Transactions for all your Establishments for any 3 consecutive months does not exceed \$100,000 per month.

3.4. If you fail to meet the Continuing Qualification Thresholds, we may notify you of your conversion to a direct American Express Card acceptance relationship with American Express. In this event, you agree that once this conversion occurs (a) you will be bound by American Express's then-current Card Acceptance Agreement with respect to American Express Transactions, (b) American Express will set pricing and other fees payable by you for American Express Card acceptance, and (c) you will no longer be able to participate in the OptBlue Program through us. However, we may continue to provide authorization and processing services, but not settlement services, to you for your American Express Card Transactions

4. Fees for Amex Services. [IC+ all American Express Card fees on a straight pass-thru basis plus \$0.____/transaction plus ____ bps].

5. American Express Transaction Data. The Amex Transaction Data you are required to collect in connection with a Transaction must be provided directly to you by the American Express Card Member. You must not accept Amex Transaction Data from, nor are you permitted to provide Amex Transaction Data to, any third parties other than your covered parties (as defined in the Data Security Operating Policy). If you fail to comply with this requirement, in addition to other rights and remedies regarding "monitoring," you may be charged a fee as indicated in the American Express Program Pricing Guide, and we may suspend Card acceptance privileges at your Establishments or terminate the Agreement. For Card Member Transactions involving payment or "e-wallet" accounts (which Card Member created by providing their information when the account was established), the necessary Amex Transaction Data has already been provided directly by the Card Member, and you are not required to have the Card Member re-enter the Amex Transaction Data.

Disclosure and Use of Data Collected Under Agreement. We may disclose to American Express all data and information you provide that we collect as part of performing any Amex Service or any other Service related to your American Express Card Transactions (**Collected Data**). American Express may use and share Collected Data (a) to screen and/or monitor you in connection with Card marketing and administrative purposes, (b) to perform its responsibilities in connection with your acceptance of American Express Cards, (c) to promote the American Express Network, (d) to perform analytics and create reports, and (e) for any other business purpose, including marketing, as permitted by Applicable Law. American Express uses reasonable administrative, technical, and physical security measures to protect your information, consistent with the sensitivity of the information.

6. Consent for American Express to Contact You by Phone, e-Mail, Text, or Fax. American Express may use the information under **About You** (or that you update from time to time) to call you or send you communications or materials via email, text, fax, or other electronic means about American Express services and resources available to you. You consent to receive auto-dialed, automated, or pre-recorded calls or communications (including text messages) at the telephone number(s) you have provided. If you provide a fax number, you consent to receive fax communications from American Express. You acknowledge that by giving these consents, the calls made to you or the communications sent to you by American Express may be subject to charges or fees by your telecommunications or other applicable service First Data, and you agree that any charges or fees are your responsibility to pay. You also acknowledge that these consents are not a condition of receiving Amex Services.

7. Opt-Out. You may opt out of receiving marketing-related communications and materials from American Express by providing notice to Provider as set forth in Section 18 of the Agreement in the Agreement. If you have opted out, you may still receive messages or communications from American Express related to important information about the Amex Services or other American Express products, services, and resources available to you.

8. No Assignment of Payments. You agree not to assign to any third party any payments due to you under the Agreement as the result of American Express Card Transactions, and all indebtedness arising from Charges will be for bona fide sales of goods and/or services at your Establishments free of liens, claims, and encumbrances (other than ordinary sales taxes). You may, however, sell and assign future Transaction receivables to Processor or to any other funding source that partner with Processor.

9. Third Party Beneficiary Rights. American Express is a direct and intended third party beneficiary of the Agreement (including these Amex Terms) and may enforce any terms of the Agreement that apply to American Express, including American Express Card acceptance and transaction processing, directly against you.

10. Your Right to Opt Out of American Express Card Acceptance. You may opt out of accepting American Express Cards at any time without affecting your right to accept any other payment type Processor supports.

11. Collections from American Express Card Members. You may not bill or collect from any American Express Card Member for any purchase or payment on the American Express Card unless Chargeback has been exercised, you have fully paid for the Charge, and you otherwise have the right to do so.

12. American Express Excessive Disputes. You may be subject to various fees and assessments as set forth in the **Schedule of Fees** or in the American Express Program Pricing Guide, including fees for excessive disputes. Some fees and assessments are for special products or services, while others may be applied based upon non-compliance with American Express policies and procedures. Many non-compliance fees and assessments can be avoided by correcting the actions that are causing the non-compliance.

13. American Express Right to Modify or Terminate Agreement. American Express has the right to modify the Network Rules with respect to American Express Card Transactions or to terminate your acceptance of American Express Card Transactions and to require us or the Provider to investigate your activities with respect to American Express Card Transactions. Upon termination for any reason, you must immediately remove American Express licensed marks from your website and wherever else they are displayed upon termination or upon your termination from the Amex Services.

American Express OptBlue® Schedule

The American Express OptBlue® Program (**American Express Card Acceptance**), transactions processed, and other matters contemplated under this Schedule are subject to the Agreement, as applicable, except to the extent the terms of this Schedule directly conflicts with another provision the Agreement, in which case the terms of this Schedule will control.

Definitions. Capitalized words used in this Schedule that are not otherwise defined herein will have the meaning given to them in the Agreement.

American Express Card or Card means (a) any card, account access device, or payment device or service bearing American Express or American Express Affiliates' Marks and issued by an Issuer, or (b) a Card number issued by an Issuer which can be used to purchase goods or services from you.

American Express means American Express Travel Related Services Company, Inc., a New York corporation.

American Express Brand means the Marks of American Express and its affiliates.

Amex Transaction Data means all information required by American Express evidencing one or more transactions, including information obtained at the point of sale, information obtained or generated during Authorization and Submission, and any Chargeback.

Applicable Law means (a) any law, statute, regulation, ordinance, or subordinate legislation in force from time to time to which you or First Data is subject, (b) the common law as applicable to them from time to time, (c) any court order, judgment, or decree that is binding on them, and (d) any directive, policy, rule, or order that is binding on them and that is made or given by a regulator or other government or government agency of the United States (or any of its territories), or federal, commonwealth, state, provincial, or local jurisdiction. References to "Law" elsewhere in the Agreement include this definition but only for purposes of the American Express Card Acceptance Services and American Express Card Transactions.

Card Member means an individual or Entity (a) that has entered into an agreement establishing a Card account with an Issuer, or (b) whose name appears on the Card. References to a "cardholder" elsewhere in the Agreement include this definition but only for purposes of the American Express Card Acceptance Services and American Express Card Transactions.

Network references to Network elsewhere in the Agreement for purposes of American Express Card Acceptance Services and American Express Transactions shall be read to include American Express.

Charge means a payment or purchase made on the Card.

Establishments means any or all of your (or your Affiliates') locations, outlets, websites, online networks, and all other methods for selling goods and services, including methods that you adopt in the future. References to "locations" elsewhere in the Agreement include this definition but only for purposes of the American Express Card Acceptance Services and American Express Card Transactions.

Transaction means a Charge or Credit completed by the means of a Card.

Services. The acquiring services (including authorization, processing, and settlement) that you receive for your American Express Card Transactions (**American Express Card Acceptance Services**) are provided by First Data and not by Bank. The parties acknowledge and agree that Bank is not a party to this Schedule insofar as it applies to the American Express Card Acceptance Services, and Bank is not liable to you in any way with respect to such American Express Card Acceptance Services.

3. Compliance with American Express Rules and the American Express Operating Guide.

3.1 You agree that your acceptance of American Express Cards will comply with the policies and procedures set forth in this Schedule, the American Express OptBlue Program Operating Regulations (**OptBlue Regulations**), and the American Express Merchant Operating Guide (**Amex Guide**) which sets forth the rules for American Express Card Transactions (**Amex Rules**), as may be amended by American Express. The then-current version of the Amex Rules is available to you at www.americanexpress.com/merchantopguide.

3.2 You agree that each agreement you enter into with a Sub-Merchant will comply with the policies and procedures set forth in this Schedule, the American Express OptBlue Program Operating Regulations, and the Amex Guide, including the requirement that you must have the right to immediately terminate an agreement with any Sub-Merchant for cause or fraudulent activity, or otherwise upon American Express' request.

3.3 You may not discriminate against the Card by charging Sub-Merchants higher or additional fees or assessments (or both) for such service than what you would charge Sub-Merchants for similar services you provide to merchants for other payment products. Any such fees or assessments must not be prohibited by Applicable Law.

3.4 You may not sign an agreement for American Express Card Acceptance with any Sub-Merchant that (i) is not using You to process other transactions through First Data, or (ii) is itself a payment facilitator.

3.5 You agree to assume financial liability for all settlement activity on behalf of your Sub-Merchants, including Chargebacks and Credits, as defined in the Amex Guide. You are also liable for all other acts, omissions, and Card Member customer service-related issues caused by your Sub-Merchants. Neither you nor your Sub-Merchants may transfer such financial liability by asking or requiring Card Members to waive their dispute rights.

3.6 You shall (i) perform appropriate background and verification checks, credit checks, "know your customer", and anti-money laundering checks of all your Sub-Merchants and their respective significant owners (any person who has 25% or greater ownership of a Sub-Merchant) and/or authorized signer(s) in accordance with Applicable Laws and otherwise as American Express may require, and (ii) provide American Express, on request, copies of policies governing these checks and otherwise respond to American Express' requests about performance of these checks.

4. Term and Termination.

4.1 The American Express Card Acceptance Services being provided under this Schedule shall be coterminous with and as set forth in the Agreement.

4.2 In addition to the termination rights set forth in the Agreement, American Express has the right to modify Network Rules with respect to American Express Card Transactions or to terminate your acceptance of American Express Card Transactions and to require First Data to investigate your activities with respect to American Express Card Transactions.

4.3 Upon termination of the Agreement or your participation in the American Express Card Acceptance Services, you and your Sub-Merchants shall remove American Express Brand Marks from wherever such Marks may be displayed, including your website and the websites of your Sub-Merchants.

5. American Express Card Acceptance Requirements. If the individual Sub-Merchant meet the criteria below and elect to accept American Express Transactions, we will provide American Express Card Acceptance Services to you, with respect to the individual Sub-Merchant, under the terms and settlement time frames provided in the Agreement.

5.1. To qualify for the American Express Card Acceptance Services, the individual Sub-Merchant must meet the following criteria: (a) Sub-Merchant's total annual American Express volume is less than \$1,000,000; (b) the individual Sub-Merchant business is not of a merchant category type prohibited by American Express; and (c) the individual

Sub-Merchant is not a franchisee of any franchise excluded by American Express from eligibility for the American Express Card Acceptance.

5.2. After initial qualification, the individual Sub-Merchant must continue to meet American Express' criteria for the American Express Card Acceptance. Currently, these criteria (each, a **Continuing Qualification Threshold**) are: (a) the total volume of American Express Card Transactions in any rolling 12 month period for all the individual Sub-Merchant's Establishments is not more than \$1,000,000, and (b) the total monthly volume of American Express Card Transactions for all the individual Sub-Merchant's Establishments for any 3 consecutive months does not exceed \$100,000 per month.

5.3. If the individual Sub-Merchant fails to meet the Continuing Qualification Thresholds, we may notify you of the individual Sub-Merchant's conversion to a direct American Express Card acceptance relationship with American Express. In this event, you agree that once this conversion occurs (a) you and the individual Sub-Merchant will be bound by American Express' then-current Your Card Acceptance Guide with respect to American Express Transactions, (b) American Express will set pricing and other fees payable by you for American Express Card acceptance, and (c) you will no longer be able to participate in the American Express Card Acceptance for the individual Sub-Merchant through us. However, we may continue to provide Authorization and processing services, but not settlement services, to you or the individual Sub-Merchant for your American Express Card Transactions.

5.4 You acknowledge that you and/or the individual Sub-Merchant may be converted to a direct Card relationship with American Express in the event that you become a High CV PSP. **High CV PSP** means a payment service First Data with either (i) greater than \$250,000,000 in Charge Volume, from its Sub-Merchants in a rolling 12 month period; or (ii) greater than \$25,000,000 in monthly Charge Volume from its Sub-Merchants in any 3 consecutive months. You agree and acknowledge that once this conversion occurs (a) you and the individual Sub-Merchant will be bound by American Express' then-current Your Card Acceptance Guide with respect to American Express Transactions and (b) American Express will set pricing and other fees payable by you and the individual Sub-Merchant for American Express Card acceptance.

5.5 You agree that you will only solicit prospective Sub-Merchants that meet all of the following criteria: (a) have Estimated Annual Charge Volume (**ECV**) of less than \$1,000,000 in United States currency (**USD**) in the United States, (b) do not fall within any of the **Prohibited Merchant Industries and Categories** or any of the other excluded merchant categories listed in **Prohibited Merchant Industries and Categories – Do Not Sign** in the OptBlue Regulations, (c) are not on the **Franchise Exclusion List** provided in the OptBlue Regulations, and (d) transact in USD only (i.e., Sub-Merchant's prices, goods and services to customers and payment to you are solely in U.S. dollars) and are located in the United States. You must accurately describe all Sub-Merchant criteria in any type of communications, publications, promotional or marketing materials, whether internal, external, oral or written. In the event you solicit a prospective merchant for Card acceptance and such merchant appears on the Franchise Exclusion List, you must refer such merchant to American Express' "Want-to-Honor" Program at 1-855-TAKE-AXP, in the event that such merchant wants to apply for direct American Express Card acceptance.

6. Fees for American Express Card Acceptance Services. The fees related to the American Express Card Acceptance Services will be interchange and all American Express Card fees on a straight pass-through basis plus \$0.05 per transaction and 0.20% of transaction volume.

7. American Express Transaction Data.

7.1 The American Express Transaction Data you are required to collect in connection with a Transaction must be provided directly to you or a Sub-Merchant by the American Express Card Member. You must not accept American Express Transaction Data from, nor are you permitted to provide American Express Transaction Data to, any third parties other than your covered parties (as defined in the Data Security Operating Policy). If you fail to comply with this requirement, in addition to other rights and remedies regarding "monitoring," you may be charged a fee as indicated in the American Express Program Pricing Guide (available at www.businesstrack.com), and we may suspend Card acceptance privileges at your Establishments or terminate this Schedule. For Card Member Transactions involving payment or "e-wallet" accounts (which Card Member created by providing their information when the account was established), the necessary Amex Transaction Data has already been provided directly by the Card Member, and you are not required to have the Card Member re-enter the Amex Transaction Data.

7.2 You must provide the names of the owner(s) of each Sub-Merchant who will be transacting on the American Express Network to pursuant to the terms of the OptBlue Regulations.

7.3 You must comply with, and ensure that your Sub-Merchants comply with, the American Express data security policy for Merchants found in the Amex Guide (**DSR**) and the Payment Card Industry Data Security Standard (**PCI DSS**) (available at www.pcisecuritystandards.org).

7.4 You must report all instances of a Data Incident, as defined in the Amex Guide, immediately to Sub-Merchant after discovery of the incident.

8. Disclosure and Use of Data Collected Under this Schedule. We may disclose to American Express all data and information you provide to us and that we collect as part of performing any Amex Service or any other Service related to your American Express Card Transactions (**Collected Data**). American Express may use and share Collected Data (a) to screen and/or monitor you in connection with Card marketing and administrative purposes, (b) to perform its responsibilities in connection with your acceptance of American Express Cards, (c) to promote the American Express Network, (d) to perform analytics and create reports, and (e) for any other business purpose, including marketing, as permitted by Applicable Law. American Express uses reasonable administrative, technical, and physical security measures to protect your information, consistent with the sensitivity of the information. You must provide an express disclosure to your Sub-Merchants of such possible use by American Express.

9. Consent for American Express to Contact You by Phone, e-Mail, Text, or Fax. American Express may use the information you provide us (or that you update from time to time) to call you or send you communications or materials via email, text, fax, or other electronic means about American Express Card Acceptance Services and resources available to you. You consent to receive auto-dialed, automated, or pre-recorded calls or communications (including text messages) at the telephone number(s) you have provided. If you provide a fax number, you consent to receive fax communications from American Express. You acknowledge that by giving these consents, the calls made to you or the communications sent to you by American Express may be subject to charges or fees by your telecommunications or other applicable service First Data, and you agree that any charges or fees are your responsibility to pay. You also acknowledge that these consents are not a condition of receiving American Express Card Acceptance Services.

10. Opt-Out. You may opt out of receiving marketing-related communications and materials from American Express by calling First Data's customer service number provided by us. If you have opted out, you may still receive messages or communications from American Express related to important information about the American Express Card Acceptance Services or other American Express products, services, and resources available to you.

11. No Assignment of Payments. You agree not to assign to any third party any payments due to you under this Schedule as the result of American Express Card Transactions, and all indebtedness arising from Charges will be for bona fide sales of goods and services (or both) at your Establishments free of liens, claims, and encumbrances (other than ordinary sales taxes). You may, however, sell and assign future Transaction receivables to First Data or to any other funding source that partners with First Data.

12. Third Party Beneficiary Rights. American Express is a direct and intended third party beneficiary of the Schedule (including these Amex Terms) and may enforce any terms of this Schedule that apply to American Express, including American Express Card acceptance and transaction processing, directly against you.

13. Your Right to Opt Out of American Express Card Acceptance. You may opt out of accepting American Express Cards at any time without affecting your right to accept any other payment type First Data supports.

14. Collections from American Express Card Members. You may not bill or collect from any American Express Card Member for any purchase or payment on the American Express Card unless Chargeback has been exercised, you have fully paid for the Charge, and you otherwise have the right to do so.

15. American Express Excessive Disputes. You may be subject to various fees and assessments as set forth on your Fee Schedule or in the American Express Program Pricing Guide, including fees for excessive disputes. Some fees and assessments are for special products or services, while others may be applied based upon non-compliance with

American Express policies and procedures. Many non-compliance fees and assessments can be avoided by correcting the actions that are causing the non-compliance.

16. **Sub-Merchant Processing Agreement.** You represent and warrant that, to the extent the Sub-Merchant wishes to use the American Express Card Acceptance Services, each Sub-Merchant executes the **American Express Card Acceptance Schedule** in the form attached as Appendix 3 to the Sub-Merchant Processing Agreement. You also acknowledge that you are responsible for Your Sub-Merchant's use or misuse of the American Express Card Acceptance Services under this Schedule.

17. **Survival.** The provisions of the Schedule that by their terms require continuing performance to honor the obligations herein shall survive any termination or expiration of the Schedule, including your obligation to comply with Amex Rules (with respect to transactions occurring during the term of the Schedule and during the Transition Period): Dispute Resolution; and Third Party Beneficiary.

18. **Third Party Beneficiary.** American Express is a third party beneficiary of the Schedule with the right to enforce all terms of the Schedule directly against Payment Facilitator. Except as provided in the foregoing sentence, the Schedule is entered into solely between, and may be enforced only by, First Data and Payment Facilitator, and the Schedule shall not be deemed to create any rights in third parties, including suppliers and customers of a party, or to create any obligations of a party to any such third parties.

19. **Counterparts.** This Schedule may be executed in counterparts and each counterpart shall be deemed an original hereof.

20. **Agreement Confirmation.** Except as otherwise amended hereby, the Agreement is hereby ratified in all respects and shall remain in full force and effect.