

This Addendum (the “**ACH Payment Services Addendum**”) to the Merchant Processing Agreement (the “**Agreement**”) is made between Merchant and Shift4 Payments, LLC (“**Company**”) and describes the terms and conditions associated with Company’s provision of electronic check services (“**ACH Payment Services**”) for the benefit of Merchant. Capitalized terms not defined herein have the meanings set forth in the Agreement. In the event of a conflict between this ACH Payment Services Addendum and the Agreement, this ACH Payment Services Addendum controls.

1. **Definitions.** As used in this Addendum:

- a. “**Accountholder**” means a person or entity with the authority to authorize a debit or credit from a deposit account at a financial institution, such as a bank or credit union.
- b. “**Applicable Law**” means any and all laws applicable to the ACH Payment Services, including all Nacha rules and regulations, the requirements of the Electronic Fund Transfer Act of 1979, Federal Reserve Regulation E, the Electronic Signatures in Global and National Commerce Act, and all Federal Trade Commission rules and regulations.
- c. “**Authorization**” means a consent from the Accountholder permitting (i) debit and credits to the Accountholder’s account, and (ii) the use of Accountholder information for other purposes, including for validating the Accountholder’s identity and the validity of the account.
- d. “**Nacha**”, formerly the National Automated Clearing House Association, means the association that manages the development, administration, and governance of the ACH Network.
- e. “**Return**” means a transaction where the payment is returned by the financial institution or otherwise through Nacha with a return code for any of reason.
- f. “**Verification**” means a process used by Company, which may involve one or more third parties, that is designed to determine the validity of an account and/or the Accountholder.

2. **Receipt of ACH Payment Services.** Merchant agrees that it shall receive the ACH Payment Services in accordance with this ACH Payment Services Addendum and the Agreement.

3. **Merchant Obligations.**

- a. **Authorization.** Without limiting any other obligations of Merchant under the Agreement, Merchant agrees that it shall comply with all Applicable Laws. Merchant shall obtain an Authorization from the Accountholder that complies with Applicable Laws and permits Company and its third parties to initiate debits and credits to and from the Accountholder’s deposit account, and to conduct inquiries into the Accountholder’s identity and the validity of the deposit account prior to Merchant submitting any debit or credit requests to Company. Merchant is independently responsible for determining whether it is in compliance with this Agreement, the Addendum, and Applicable Law, and shall maintain records of all Authorizations for 2 years from the date such Authorization was granted. Merchant shall notify the Accountholder or putative Accountholder of any failed Verification. Merchant shall further take all steps necessary to verify the identity of the Accountholder. In the event of an unauthorized Return, Merchant agrees that it will provide evidence of Authorization within 2 business days of notice from Company. Failure to provide evidence of Authorization can result in suspension and/or termination of the ACH Payment Services.

- b. **ACH Returns.** Merchant acknowledges and agrees that ACH transactions can be subject to Returns for a variety of reasons, including if an Accountholder requests a Return because such Accountholder believes the payment was unauthorized. Following such request, the Accountholder's financial institution may be required to refund the debited amount if certain conditions are met (e.g., if a consumer makes the request within 60 days or a business makes the request in 2 days from the date of the statement containing the debit). See Miscellaneous Section for information about Company's right to recover losses arising from Returns. If 0.5% of Merchant's total number of ACH transactions processed in connection with this ACH Payment Services Addendum are Returned in any 60 day-period, Company shall have a right, together with any other rights of Company in the Agreement and in each of the following cases at Company's election, to (i) suspend the services under the ACH Payment Services Addendum and/or the Agreement, (ii) terminate the services under the ACH Payment Services Addendum and/or the Agreement, or (iii) amend the ACH Payment Services Addendum to establish additional requirements for Merchant's continued participation. Merchant assumes all risk associated with refunding any particular Accountholder, including any risk associated with such Accountholder separately initiating a Return from its financial institution in addition to requesting a refund from Merchant, which may result in Merchant's Account being debited more than once for the same transaction.
- c. **Customer Service.** With respect to this ACH Payment Services Addendum, as between Company and Merchant, Merchant is responsible for providing customer service to Accountholders, including interacting with Accountholders in connection with any disputed transactions and/or Returns.
4. **Fees.** Merchant shall pay the fees for the ACH Payment Services as quoted on the Merchant Application, which are in addition to any other fees, charges, and amounts Merchant is responsible for under the Agreement.
5. **Miscellaneous.** The ACH Payment Services are provided on an "as is" and "as available" basis without warranties of any kind. "Same Day Funding" may not be available intermittently, and Company may choose whether to permit or deny Same Business Day Funding at any time and with respect to any Merchant for any reason in its sole discretion. Merchant acknowledges that funds settled on the same business day may decline, be rejected, returned, or reversed, and Merchant assumes all risks associated with same business day funding. Merchant shall pay Company for any declines, rejects, reversals, Returns, and/or other amounts when invoiced, debited, or otherwise on demand. Additionally, Merchant shall maintain sufficient funds in the Account to cover Returns and any other amounts arising in connection with Merchant's participation in this ACH Payment Services Addendum. Without limiting any other rights of Company, Merchant authorizes Company to debit any account Merchant has with or through Company (e.g., Designated Account, Reserve Account, and/or any other account Merchant provided to Company) for any amounts that become due in connection with this ACH Payment Services Addendum and/or to set-off any such amounts from amounts otherwise payable to Merchant. All warranties regarding the ACH Payment Services, whether express or implied, are expressly disclaimed, including any (i) warranties that the ACH Payment Services (a) will be interrupted or error free, or (b) are fit for a particular purpose, and (ii) implied warranties of merchantability or of non-infringement. Additionally, Company makes no representations or warranties about the accuracy or validity of any Verification made available in connection with the ACH Payment Services. Without limiting any other obligations of Merchant under the Agreement, Merchant agrees that it shall indemnify, defend, and hold harmless Company, its affiliates, and each of their respective employees, officers, directors, agents, and suppliers from and against any and all claims, proceedings, demands, damages, fees, fines, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses) arising from or related to Merchant's use of the ACH Payment Services. Company may terminate provision of the ACH Payment Services at any time upon notice to Merchant.

All obligations and/or rights granted under the ACH Payment Services are in addition to and/or supplement Merchant's obligations pursuant to its Merchant Processing Agreement with Company.