
PLEASE READ SECTION 17 (“DISPUTE RESOLUTION”) CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. **GENERAL.** The Merchant Agreement (the “Agreement”) includes these Terms & Conditions of Merchant Agreement (“Terms & Conditions”), the Merchant Application and the Card Acceptance Guide, which is incorporated into and made a part of the Agreement. The provisions in the Agreement are applicable to Merchant and, by submitting transactions hereunder, Merchant agrees to be subject to the same. Merchant acknowledges and agrees that Shift4 Payments, LLC is a service provider under this Agreement (and/or its applicable affiliates) (“Shift4”) and shall have a right to enforce such Agreement and/or any clause directly against Merchant as if it were a party hereto. References in this Agreement to payment networks shall mean, as applicable to the services selected by Merchant, Visa Inc., Mastercard Worldwide, Amex Bank of Canada, Discover Financial Services LLC, Interac Corp., China UnionPay Co., Ltd. (“UnionPay®”) or any other similar payment card scheme, association or organization. GPC Financial Corporation (“GPCFC”) is a financial institution client of Visa Canada and Visa Inc. (“Visa®”) and a financial institution client of Mastercard Worldwide (“Mastercard®”). Global Payments Direct, Inc. (“Member”) is a registered independent sales organization of Visa, a member service provider of Mastercard, a registered Program Participant for Amex Bank of Canada (“American Express”), and a registered acquirer for Discover Financial Services LLC (“Discover”). The Agreement is between Member, Shift4, the merchant identified in the Merchant Application (“Merchant”), and GPCFC (only if Merchant is receiving Visa and/or Mastercard processing services hereunder). GPCFC is a party to the Agreement for the sole purposes of complying with the rules and regulations of Visa and the rules and regulations of Mastercard. References to “Bank” in the Agreement shall refer to GPCFC. GPCFC shall have no liability to Merchant with respect to matters relating to or arising out of any services provided hereunder except Visa and Mastercard processing services. Member is the party responsible hereunder for American Express card services, Discover card services, Interac® Direct Payment services and UnionPay (UP) card services and, as such, will maintain appropriate connectivity to provide American Express card services, Discover card services, Interac debit service and UnionPay UP card transactions. To the extent Merchant accepts American Express cards, the provisions of this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express. To the extent Merchant accepts American Express cards and has a separate agreement with American Express, American Express transactions shall be processed as Switched Transactions. To the extent Merchant accepts Discover cards, the provisions of this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover transactions shall be processed as Switched Transactions (as defined below).

Under the terms of the Agreement, Merchant will be furnished with the services described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the “Services”). During the term of the Agreement, Member will be the sole and exclusive provider of all payment card processing services to Merchant. Merchant agrees to be bound by the Agreement, including the terms of the Merchant Application and these Terms & Conditions as it may be modified or amended in the future pursuant to its and/or their terms. A MERCHANT’S SUBMISSION OF A TRANSACTION TO MEMBER SHALL BE DEEMED TO SIGNIFY MERCHANT’S ACCEPTANCE OF THE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS HEREIN.

2. **SERVICE DESCRIPTIONS.** The credit card processing services provided hereunder to Merchant consist of authorization and electronic draft capture of such payment transactions, out clearing of such transactions to the appropriate payment network and/or issuers (e.g., Visa, Mastercard, American Express, Discover, UP), funds settlement, certain dispute resolution with cardholders’ banks and transaction-related reporting and statements. Debit card processing services hereunder consist of the transmission of such debit card payment transactions to the appropriate debit card payment network for authorization and approval (e.g., to Interac Corp., Visa, UP), funds settlement, and transaction-related reporting and statements. From time to time under this Agreement, upon Merchant’s request, Member may facilitate the transmission of certain payment card transactions (“Switched Transactions”) to the respective card issuers, including but not limited to gift cards, loyalty cards, and various fleet, private label and commercial cards. Switched Transactions require Bank’s prior written approval and are subject to applicable pricing; Bank does not settle with the Merchant for Switched Transactions, and neither Member nor Bank has any liability regarding the availability or capabilities of their respective card issuers. On the Merchant Application being completed contemporaneously herewith, Merchant shall select the card types that Merchant elects to accept for payment by cardholders. With respect to Visa and Mastercard products, (a) merchants that accept credit card payments from a particular payment network are not obligated to accept debit cards issued by Canadian issuers belonging to such payment network, and (b) merchants that accept debit card payments from a particular payment network are not obligated to accept credit cards issued by Canadian issuers belonging to such payment network; Merchant shall so indicate its preference on the Merchant Application. After the effective date of this Agreement, in the event that Member notifies Merchant about new products and/or services that may be available to Merchant pursuant to this Agreement, Merchant’s express consent is required in order to indicate Merchant’s acceptance of such new products and/or services prior to submitting a transaction that engages such new product/service. Furthermore, Merchant is required to provide its express consent to Bank prior to accepting any new type of card not previously accepted by Merchant and issued by a Canadian card issuer, even if Merchant’s POS equipment has the capability of accepting such card. For greater certainty, Merchant is not permitted to use any such new product or service or accept from a cardholder any such new Canadian-issued card unless Merchant has previously given its express consent to Member indicating acceptance thereof.

3. **PROCEDURES.** Subject to the terms set forth in Section 26 regarding Push Funds, Merchant will maintain an approved merchant bank account with its designated financial institution for its credit card and debit card receivables, subject to such financial institution's usual charges and conditions. If Merchant has elected to accept credit cards, Merchant will permit holders of valid credit cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services, and the receivables resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of the Agreement. If Merchant has elected to accept debit cards, Merchant will permit holders of valid debit cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to pay for goods or services by debiting money directly from their accounts using a point of sale (POS) terminal with personal identification number ("PIN") verification. The procedures to be followed by Merchant for accepting credit and/or debit cards may be modified from time to time upon written notice. Merchant agrees to cooperate with Member in recovering payment cards that the Member requests Merchant to recover.

Merchant will not process transactions relating to merchandise sold or services performed (or alleged to have been sold or performed) by parties other than Merchant.

Merchant will not offer telephone, mail order or Internet services without Member's prior written consent.

Furthermore, Merchant will not process transactions relating to goods or services that Merchant does not provide to the customer at the point of sale without Member's prior written consent.

Merchant is permitted to provide its customers a discount for different methods of payment (e.g., cash, debit card, credit card). Merchant is also permitted to provide differential discounts among different payment networks. All such discounts must be clearly marked at the point of sale where the transaction occurs.

If Merchant wishes to offer dynamic currency conversion (DCC) or any other currency conversion services to cardholders, Merchant must notify Member prior to offering DCC services; inform cardholders that DCC is optional; not impose any additional requirements on the cardholder to have the transaction processed in the local currency; not use any language or procedures that cause the cardholder to choose dynamic currency by default; not misrepresent, either explicitly or implicitly, that DCC is a service of the payment networks; comply with all transaction receipt requirements issued by Member and Bank from time to time; and comply with any other requirements pertaining to DCC of which Merchant is notified by Member and/or Bank.

Merchant agrees to follow the Card Acceptance Guide and to be bound by the operating regulations and rules of Visa, Mastercard, American Express, Discover, Interac Corp. ("Interac"), UnionPay and any other payment network covered by the Agreement, as any of the above-referenced documents may be modified and amended from time to time (collectively, the "Payment Network Rules"). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, Interac, UnionPay and any other payment network or network organization related to cardholder and transaction information security including, without limitation, all rules and regulations imposed by the Payment Card Industry (PCI) Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best practices, which, as may be modified and amended from time to time, will constitute Payment network Rules as used herein.

Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to represent a chargeback with respect to such transaction consistent with the Payment network Rules. Merchant will indemnify and hold Member and Bank harmless from any liability assessments (sometimes referred to as "fines" and "penalties") issued by Visa, Mastercard, American Express, Discover, Interac, UP or any payment network, and any other fees, costs and related losses arising out of or relating to the processing of transactions by Member and Bank at Merchant's location(s) and will reimburse Member for any losses incurred by Member with respect to any such liability assessments, fees, and costs. Merchant acknowledges that it has had the opportunity to request a review and/or review the Payment Network Rules in connection with its execution of this Agreement. Member may, from time to time, issue written directions (via mail, e-mail or posting to Member's Internet site) regarding procedures to follow and forms to use to carry out the Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form part of these Terms & Conditions.

Without limiting the generality of any other provision of this Agreement, Merchant also agrees that it will comply with all applicable federal, provincial, and local laws, rules, ordinances, and regulations (collectively, "Applicable Laws"), including those related to both (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including all applicable provincial laws ("Truncation Laws") and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable provincial laws ("Laws on Collection of Personal Information"). As between Merchant, on the one hand, and Member and Bank, on the other hand, Merchant shall be solely responsible for complying with all such laws, rules, ordinances, and regulations, including the Truncation Laws and Laws on Collection of Personal Information, and will indemnify and hold Member and Bank harmless from any claim, loss or damage resulting from a violation the same as a result of transactions processed at Merchant's location(s).

Merchant must keep all systems and media containing account, cardholder or transaction information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) in a secure manner, to prevent access by or disclosure to anyone other than Merchant's authorized personnel. Merchant must destroy, in a manner that will render the data unreadable, all such media that Merchant no longer deems necessary or appropriate to store (except for sales drafts maintained in accordance with this Agreement, Applicable Laws, or the Payment Network Rules. Further, Merchant must take all steps reasonably necessary to ensure cardholder information is not disclosed or otherwise misused. Merchant must

ensure proper destruction of cardholder, transaction or system information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) prior to selling, storing, or disposing of any unused terminal.

4. **DATA SECURITY.** In this section, “Personal Information” means any information about an identifiable individual or information that on its own or combined with other pieces of information, can identify someone as an individual. “Data Protection Laws” means the *Personal Information Protection and Electronic Documents Act* (PIPEDA) and applicable regulations, as amended or superseded from time to time. “Service Provider” means any entity engaged by Member to process Personal Information in connection with the Services. The Merchant Data Processing Notice (“Notice”) sets out how we collect and use your Personal Data, and any individuals who provide us with Personal Data in order to procure the Services.

Merchant is responsible for the security of all equipment utilized by Merchant and is liable for any unauthorized use of such equipment, regardless of whether such unauthorized use was made by Merchant, Merchant’s employees, agents, customers or other third parties.

Merchant is responsible for reviewing the user documentation for all equipment and knowing the equipment’s capabilities, including but not limited to the “returns” function. Upon receipt of point of sale equipment, Merchant must immediately replace any pre-programmed or default password with a personal and confidential password of Merchant’s choosing and subsequently change the password on a regular basis. Any losses incurred in connection with misuse of Merchant’s password will remain Merchant’s responsibility. Member assumes that all debit transactions initiated at a point of sale station were authorized by Merchant. Merchant will ensure that all point of sale stations are monitored during business hours to prevent unauthorized use or device tampering and closed/turned off and unavailable for use after business hours. Merchant agrees to advise Member immediately if any point of sale terminal or PIN Pad has been lost or stolen or if there is a suspicion that any point of sale station or PIN pad may have been tampered with. Merchant agrees to maintain accurate logs of employee shifts, keep such logs for a minimum of one (1) year and provide these logs to Member (with or without employee names) within 24 hours of a request to do so as part of an investigation of a payment card fraud incident.

Merchant is responsible for keeping confidential all information relating to Merchant’s customers. Except as specifically required by law, Merchant may not use, disclose or remit to any third party the names or account numbers or other transaction information appearing on a card or contained on its magnetic stripe or chip (or recorded on any document or form evidencing such information) for purposes other than for the sole purpose of completing a credit or debit transaction, as applicable. Merchant agrees to store all tangible records of transaction information, including but not limited to sales drafts and transaction receipts, in a secure area limited to selected personnel, and, prior to discarding, to destroy the information in a manner rendering it unreadable. Merchant agrees that representatives of Member, Bank, and/or the payment networks may inspect Merchant’s premises, point of sale terminals, PIN pads and computers for the purpose of verifying that cardholder names, account numbers and other transaction information is securely stored and processed, and Merchant furthermore agrees to cooperate with them in any investigation of suspected or confirmed loss or theft of cardholder names, account numbers or other transaction information.

Merchant acknowledges and agrees that Member or its designated agents perform a due diligence review to determine that Merchant is able to comply with all applicable requirements for the debit services, including but not limited to security and technical standards specified by Member, Interac and/or additional debit networks. Merchant acknowledges that additional due diligence may be conducted by Member or its designated agents in the event of a change in control of Merchant’s business. Member shall not be required to provide the debit services to Merchant if Member determines that to do so would pose a material risk to the security or integrity of the debit services.

Merchant agrees to comply with, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant’s ability to accept credit and debit cards and who is not a party to this Agreement to comply with and be bound by, the rules and regulations of the payment networks related to cardholder and transaction information security including, without limitation, all rules and regulations imposed by the Payment Card industry (PCI) Security Standards Council, including the PCI Data Security Standard as it may be modified and amended from time to time (available at the PCI Security Standards Council web site www.pcisecuritystandards.org), Visa’s Account Information Security Standards, Mastercard’s Site Data Protection Program, the American Express Data Security Requirements (available at www.americanexpress.ca/dsr), as well as all other payment network requirements related to cardholder and transaction information security. Visa, Mastercard, and American Express web sites provide merchants with detailed information, which may be modified from time to time, regarding compliance with data privacy and security obligations. Merchant shall notify Member immediately of any suspected or actual data security incident.

Merchant is also responsible for security measures to protect customers’ PINs and Member’s cryptographic keys loaded on Merchant’s point of sale terminals. Merchant is responsible for installing all equipment in such a way that customers can enter their PINs in a confidential manner. Merchant agrees never to ask a cardholder for their PIN, nor to use any other means of capturing their PIN. Merchant agrees to follow security procedures as advised by Member and to ensure that Merchant’s employees are familiar with them.

Merchant is solely responsible and bears all liability for any losses arising from its relationship with third parties that provide products and/or services related to payment processing or that facilitate Merchant’s ability to accept credit or debit cards. Without limiting the foregoing, if Merchant makes arrangements with a third party for the purpose of collecting, processing or storing cardholder names, account numbers or other transaction information, including but not limited to third party processors, equipment providers and/or Value Added Resellers (VARs), Merchant is responsible for ensuring such third party’s compliance with payment network requirements related to cardholder and transaction information, confidentiality and security, including but not limited to the PCI Data Security Standard. Merchant must execute with such third party a written contract that includes obligations substantially similar to the ones in this Agreement relating to cardholder and transaction information confidentiality and security, PCI compliance and the right to inspect the third party’s premises, point of sale terminals, PIN Pads, computers

and any other applicable equipment to validate compliance.

Merchants and their third party service providers and data storage entities that use wireless LAN technology to connect networks or servers that process or store transactions, cardholder or account data must comply with all of the following requirements: (i) Wi-Fi protected access (WPA) technology must be implemented for encryption and authentication when the wireless LAN technology is WPA-capable, using the latest available version of the WPA security protocol. Use of a Virtual Private Network (VPN) is also recommended. (ii) When the wireless LAN is not WPA-capable, a VPN must be implemented. (iii) Wireless Equivalent Privacy (WEP) must not be the sole method used to protect confidentiality and access to a wireless LAN.

Merchant is responsible to set out in the Merchant Privacy Notice how we collect, use and disclose the Personal Data Bank processes on behalf of the Merchant, in order to procure the Services.

Information, including Personal Information, may be shared with Credit Bureaus (CB), Fraud Prevention Agencies and Law Enforcement – Member may exchange information with CBs, Fraud Prevention Agencies, Law Enforcement and Debt Recovery Agencies, the Card Schemes and other organizations, in accordance with these terms, applicable Privacy Notices and applicable laws. Member may share with CBs the details of how you manage any payment processing services. If Member makes demands for repayment following any default by you and you fail to repay the sum due in full or make (and adhere to) acceptable proposals for repayment within twenty eight (28) days, then in the absence of any genuine dispute about the amount owed, Member may register the default with CBs. This may affect your ability to obtain further credit. If Member terminates or suspends service under this Agreement under Section 14 of the Agreement, Member may pass details of the reason it is terminating or suspending service under the Agreement together with details of your business including without limitation the names and addresses of the principal proprietors or directors, to fraud prevention databases operated by Card Schemes. The types of reason which may be notified to Card Schemes include, but are not limited to, circumstances such as insolvency, breach of the Agreement or excessive levels of fraudulent transactions or chargebacks. If we have terminated your UnionPay acceptance under Section 14 of the Agreement, we will inform UnionPay in writing that we have terminated our agreement with you to process UnionPay transactions. UnionPay will then add you to their “Negative File”, a list of all merchants who are suspended from UnionPay card payment acceptance. Any merchant who is placed on the Negative File will not be allowed to enter into a new UnionPay agreement for two (2) years after termination. Should you enter into a new UnionPay agreement within this time period a warning will be issued by UnionPay to your new card processor and UnionPay will be entitled to terminate the processing of any transactions that you submit during this two (2) year suspension period. By executing this Agreement or accepting your first UnionPay transaction you confirm that you have not had UnionPay card acceptance terminated by any card processor within the last two (2) years.

You authorize Member to process the Personal Information during the term of this Agreement. Member uses the information provided to verify identity and comply with regulatory obligations, including confirming the accuracy of the information with CBs and screening against sanctions lists. By providing Personal Information about any of Merchant’s owners, principals, partners, or proprietors, you represent that you have obtained and documented all necessary consents from these individuals to allow Member to use and share their information for these purposes. You warrant that you have all necessary rights to authorize Bank to process Personal Information in accordance with this Agreement and the applicable privacy laws, including the Personal Information Protection and Electronic Documents Act (“PIPEDA”), and that your instructions to Member relating to processing of Personal Data will not put Bank in breach of applicable privacy laws.

Member will delete or return to you all Personal Information after the end of the provision of Services relating to processing, and delete any remaining copies. Member will be entitled to retain any Personal Information which it has to keep to comply with any applicable law or which it is required to retain for insurance, accounting, taxation or record keeping purposes.

Personal Information processed by Member on Merchant’s behalf may be transferred, or stored and processed, outside of Canada, including the United States. Member will process the Personal Information in accordance with these terms and the safeguards provided within this Agreement.

Member may engage any person as a Service Provider for the processing of Personal Information. If Member appoints a Service Provider, Member will put a written contract in place between Member and the Service Provider that specifies the Service Provider’s processing activities and imposes on the Service Provider substantially similar terms to those imposed on Member in this Section 4.

Member will implement appropriate technical and organizational measures to protect against an information security incident, and notify you within a reasonable time after becoming aware of a information security incident affecting your Personal Data, and will provide reasonable assistance to you (at your cost) in:

- (a) complying with your obligations under applicable privacy laws and regulations relating to the security of processing Personal Information;
- (b) responding to requests within the timescales required by applicable privacy laws and regulations for exercising individuals’ rights under the applicable privacy laws and regulations, including by appropriate technical and organizational measures, insofar as this is possible;
- (c) documenting any information security incident; and
- (d) as required by applicable laws and regulations, reporting any information security incident to any supervisory authority and/or individuals affected by the information security incident.

5. **MARKETING.** Merchant shall prominently display the card issuer service marks and promotional materials supplied by

Member. Merchant shall cease to use or display such service marks immediately upon notice from Member or upon termination of the Agreement. Merchant agrees that all such displays and cessation of such displays shall be in accordance with the Payment network Rules. Merchant is hereby granted a limited non-exclusive, non-transferable license to use Member brands, emblems, trademarks, and/or logos ("Member Marks") on acceptance-related materials or graphics provided to Merchant by Member, including without limitation window decals, or on Merchant's e-commerce website. Merchant is prohibited from using the Member Marks other than as expressly authorized in writing by Member. Merchant shall not use the Member Marks other than to display decals, signage, advertising and other forms depicting the Marks that are provided to Merchant by Member pursuant to this Agreement or otherwise approved in advance in writing by Member. Merchant shall not use the Member Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Member Marks. Merchant recognizes that it has no ownership rights in the Member Marks and shall not assign to any third party any of the rights to use the Member Marks.

6. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant are as set forth in the Merchant Application, which may be modified from time to time by mutual agreement of the parties or as otherwise set forth herein. Merchant will be paid for receivables purchased under the Agreement by provisional credit to Merchant's account(s). Merchant's account(s) will be provisionally credited for the gross amount of the receivables purchased less the amount of any credit vouchers deposited, minus any applicable discount, fees, provider service costs, chargebacks, and other fees and charges. Merchant shall not be entitled to credit for any receivables that arise out of a transaction not processed in accordance with the terms of this Agreement or the Payment Network Rules. Availability of any such funds shall be subject to the procedures of Merchant's financial institution. All deposit figures are subject to final review and, in case of any type of overpayment to Merchant or other inaccuracies, Merchant's account will be debited or credited without notice for any deficiencies or overages, as the case may be. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant will be charged a fee, called a discount rate, and/or a per-item charge on all transactions from Merchant's location(s). Quoted fees apply to transactions that clear as priced. Transactions that do not clear as priced will be subject to Interchange Downgrade Fees ("IDF") that will be billed back to the Merchant and reflected on the Merchant's monthly statement. See the section of this Agreement entitled "Interchange Downgrades & Cross-Border Fees" for more information. Merchant agrees to pay and Merchant's account(s) will be debited for (a) the discount, fees, chargebacks, and other fees and charges described in the Agreement; (b) all fees, liability assessments, or any other amounts charged or assessed by the payment networks on account of or related to Merchant's processing hereunder, including, without limitation, with regard to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Agreement; and (c) any charges related to deposit errors, including but not limited to batch error fees. All fees and charges for the Services are subject to change and may be amended by Member upon ninety (90) days' prior written notice. However, notwithstanding any provision to the contrary set forth herein, but without limiting Merchant's right to terminate for a price increase as described in Section 14 below, Member may increase any fees upon shorter notice if a payment network or a government entity increases the fees payable by Member and/or Bank in connection with the processing of Merchant's transactions, and Member did not receive sufficient prior notice of such increase to reasonably permit Member to comply with the foregoing time frames; in such event, the amount of prior notice to Merchant shall be reasonable under the circumstances, and the increase shall become effective as to Merchant no later than such increase becomes effective as to Member and/or Bank. Furthermore, Member has the right to modify Merchant's pricing at any time pursuant to a pre-determined fee schedule, provided that the applicable fee schedule for such modified pricing has been included as part of this Agreement; in the event of a pricing change pursuant to such pre-determined fee schedule, Merchant's right to terminate for a price increase as described in Section 14 of this Agreement does not apply.

Cancellation fees as described in Section 14 below will be charged if Merchant terminates the Agreement, either expressly or as evidenced by Merchant's actions, and such termination does not comply with the terms set forth herein. Merchant is responsible for reviewing monthly billing statements, invoices and other billing-related information provided by Member. In the event of discrepancies or billing errors, Merchant must notify Member within 60 days of the date of the applicable statement, invoice or billing-related document; otherwise, Merchant is deemed to have accepted the fees and charges set out therein.

Merchant agrees that all amounts owed hereunder constitute a debt that is payable on demand and that Merchant's account(s) and/or other accounts maintained by you at any financial institution may be debited by Member or Bank for this debt without prior notice. The provision of the services hereunder is contingent upon the foregoing, and any attempt by Merchant to revoke this consent shall be considered a default by Merchant hereunder. Merchant agrees not to directly or indirectly prevent, block or otherwise preclude any debit by Member or Bank that is permitted under this Agreement. Merchant agrees that any withdrawals by Member or Bank under the Agreement from Merchant's account(s) at any financial institution are pre-authorized debits ("PADs") that have been authorized under the PAD Agreement contained in the section of the Merchant Application titled "Push Funds Service Authorization and Direction". If there are insufficient funds in Merchant's account, Merchant will immediately pay Member the amount owed upon demand. If any such debit results in an overdraft in the Merchant's account, Member shall have no liability whatsoever for any such overdraft amounts resulting from any debits made in accordance with the terms of this Agreement. Merchant represents, warrants and covenants that no one other than Merchant has any claim against such receivables except as authorized in writing by Member on behalf of itself and Bank. Merchant hereby assigns to Member all of its right, title, and interest in and to all receivables submitted hereunder.

7. **EQUIPMENT AND THIRD PARTY SERVICES.** Pursuant to a separate written agreement, Merchant may rent or purchase equipment from Shift4 pursuant to a Service Agreement or other agreement for such devices and/or equipment (the "Service Agreement"). Merchant must notify Member if Merchant elects to use any other provider's equipment/terminals (called "third party equipment"). Note: Member equipment that Merchant leases through a leasing company referred by Member is not considered to be "third party equipment" for purposes of this paragraph. If Merchant uses any third party equipment, such third party becomes Merchant's agent for the delivery of transactions to Member via the applicable processing network. Merchant assumes full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the

applicable payment network, including any violation that results in a chargeback to Merchant. Merchant agrees to ensure that such third party equipment conforms to the PCI Data Security Standard and is installed in accordance with Member's standards, and Merchant agrees to comply with the other rules and regulations imposed by Member and by the applicable associations and networks from time to time in connection with such equipment. Merchant remains liable to Member and Bank to process and submit sales drafts according to the Agreement. Member and Bank are not liable for any losses arising out of the use of third party equipment. Merchant expressly authorizes Member to invoice Merchant for fees arising from the Service Agreement and to collect any such fees in connection with the Service Agreement and to remit such funds to Shift4. Merchants who are eligible for, and have been designated as participants in Shift4's "Free Equipment Program", which is not applicable to all terminals or equipment types and requires a completed and accepted Account Setup/Placement Form, are subject to the FE Program Terms & Conditions located at <https://www.shift4.com/pdf/FE-Program-Terms-and-Conditions.pdf>.

Interac, Visa and Mastercard have mandated that all POS PIN Pad devices deployed by merchants after December 31, 2007 must be PCI-compliant and, in the case of Interac, such equipment must also be certified in accordance with Interac-specific technical specifications and testing requirements (TSTR). Merchant agrees to comply with the foregoing mandate.

Merchant is responsible for the layout costs of Merchant's place of business as well as the service charges for the installation and rental of the communication lines payable to the supplier of such services. In the event that Merchant requests Member to install the communication lines, Merchant agrees to pay the installation fees and service charges billed by Bank in connection therewith.

Merchant acknowledges that some of the services to be provided to Merchant hereunder may be provided by third parties. Merchant agrees that, except for its right to use such services in connection with this Agreement, Merchant acquires no right, title or interest in any such services. Merchant further agrees that it is not a third party beneficiary of any agreement between such third party and Bank or Member, as applicable. Merchant acknowledges and agrees that Shift4 is a third-party beneficiary of this Agreement and shall have a right to enforce such Agreement and/or any clause directly against Merchant as if it were a party hereto. Merchant may not resell to any other entity the services of any third party providing services under this Agreement.

8. **FINANCIAL INFORMATION.** Merchant agrees that Member or Bank may obtain whatever commercial and credit information it deems appropriate with respect to Merchant. Merchant agrees to furnish Member and Bank such financial statements and information concerning Merchant, its owners, principals, partners, proprietors, or its affiliates as Member may from time to time request on behalf of itself and Bank. In the event that Member requests financial statements and information concerning Merchant's owners, principals, partners, proprietors and affiliates to meet Member's and Bank's criteria for such risk management evaluation, it shall be Merchant's responsibility to provide such information to Member, as well as all necessary legal consents from such persons and entities in a form provided by Member. In the event that such information and/or consents are not provided, Member and Bank may elect, without liability or penalty, to cease or refuse to commence providing Services, and Merchant agrees that Member and/or Bank may seek injunctive relief in connection therewith. Merchant hereby authorizes Bank or any depository institution to release any financial information concerning Merchant or its accounts to Member and/or Bank. Merchant acknowledges that Member may require a credit report on Merchant or any owner, officer, shareholder, partner, proprietor or managing agent of Merchant, and Merchant agrees to obtain all necessary legal consents from such persons and entities in a form provided by Member. Subsequent credit reports may be ordered in connection with updating, renewing or continuing the Agreement and Merchant shall assist Member in obtaining any necessary consents for such subsequent credit reports. Upon the written request of any individual who is the subject of a consumer credit report, Member will provide the name and address of the consumer credit reporting agency furnishing such report, if any.

Member, Bank or their duly authorized representatives may examine the books and records of Merchant, including records of all receivables previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales drafts and credit vouchers submitted to Member for a period of one year from submission, or for such longer period of time as may be required by the Payment Network Rules, by applicable law, or by Member as specifically requested in writing in individual cases.

9. **CHANGE IN BUSINESS.** Merchant agrees to provide Member sixty (60) days prior written notice of its intent to (a) transfer or sell a substantial portion (10% or more) of the Merchant's stock or assets; or (b) change the basic nature of its business or the way it is conducted; or (c) convert all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not physically present and swiped through Merchant's terminal, unless Merchant has indicated on the Merchant Application that Merchant accepts such transactions; or (d) liquidate its business. Upon the occurrence of any such event, the terms of the Agreement may be modified by Member and/or Bank to address issues arising therefrom, including but not limited to requirements of applicable Payment network Rules and/or the fees associated with such transactions. If Merchant wishes to change its designated merchant bank account, Merchant shall provide written notice of the new bank and/or account number in accordance with the procedures set forth in Section 26 of this Agreement.
10. **TRANSFERABILITY.** This Agreement is binding upon the parties, their heirs, successors, and assigns. The Agreement is not transferable by Merchant without the written consent of Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Member hereunder may be transferred by Member without notice to Merchant. Merchant agrees that the rights and obligations of Bank hereunder may be transferred to any other payment network member without notice to Merchant. Notice of any such assignment will be delivered to Merchant by Member within a reasonable time thereafter.

11. **WARRANTIES AND REPRESENTATIONS.** Merchant warrants, represents and covenants to Member and Bank, both at the time

of execution and the presentation of any transaction hereunder, that: (a) each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales draft as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, set off or other adverse claim whatsoever; (b) each sales draft or other evidence of indebtedness will accurately describe the goods and services that have been sold and delivered to the cardholder or in accordance with their instructions; (c) Merchant will comply fully with all Applicable Laws, including those applicable to its business; (d) Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) the signature on the sales draft will be genuine and authorized by cardholder and not forged or unauthorized; (f) Merchant has taken all reasonable steps to verify the identity of the cardholder and the genuineness of the card and the transaction; (g) the sales transaction shall have been consummated and the sales draft prepared in full compliance with the Payment Network Rules; (h) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized on the Merchant Application to submit such sales drafts for purchase; (i) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant will not submit a transaction to Bank and Member for processing until the goods are shipped or services performed, as applicable, unless otherwise permitted by the payment networks; (j) none of the sales transactions submitted hereunder for purchase represent sales to any principal, partner, affiliate, proprietor, or owner of Merchant; (k) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the Payment Network Rules, (l) all of the information contained in the Merchant Application is true and correct; and (m) Merchant is not a resident of the U.S. and is not subject to U.S. taxes. In the event that any foregoing warranty, representation or covenant is breached, the affected transaction may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a transaction that is not the result of a sale of Merchant's goods or services offered to the general public, or if Merchant submits any transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such sales transaction may be refused or charged back, and Merchant hereby agrees to pay, and Merchant's account(s) will be debited for, an additional fee (currently, \$100) for each such transaction.

If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Member via the applicable card-processing network. Member and Bank shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Member collects monies with respect to such hardware, software or services. Neither Member nor Bank makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Member and any such access or ability may terminate at any time and Member shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the Payment Network Rules, including without limitation any violation, which results in a chargeback to the Merchant. Member and Bank have no responsibility for any card transactions until it receives data for the card transaction in the format required by Member. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

NEITHER MEMBER, NOR BANK, NOR ANY SUPPLIER NOR SHIFT4 MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SERVICES FURNISHED HEREUNDER.

12. **INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Member, or another party. Merchant agrees to indemnify defend and hold Member, Bank and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Agreement, the Payment Network Rules or Applicable Laws; (b) any card transaction or any act or omission of Merchant; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any payment network, or in any other agreement with Member or Bank, any breach or threatened breach by Merchant of the Payment Network Rules or any violation by Merchant of Applicable Laws; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant with respect to this Agreement or a card transaction on which Merchant is not the prevailing party; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information; or (h) any compromise of card information or cardholder information resulting from, or for which any network organization or payment network determines resulted from, Merchant's failure to abide by applicable security standards, including those found in the Payment Network Rules. For purposes of this Agreement, including the foregoing indemnities, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

13. **LIMITATION OF LIABILITY.** Neither Member, Bank nor Shift4 shall be liable for failure to provide the Services if such failure is

due to any cause or condition beyond such party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labour or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, the errors or failures of third party systems, or other similar causes beyond such party's control.

To the maximum extent permitted by law, the liability, if any, of Bank, Shift4, and Member for any loss arising out of or relating in any way to this Agreement shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed the lesser of (a) three (3) months' average charge paid by Merchant hereunder (exclusive of interchange fees, assessments and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for Services during the previous twelve (12) months or such lesser number of months as shall have elapsed subsequent to the effective date of the Agreement, and (b) fifty thousand Canadian dollars (50,000 CAD). This shall be the extent of Member's, Shift4's, and Bank's liability arising out of or relating in any way to this Agreement, including alleged acts of negligence, breach of contract, or otherwise, and regardless of the form in which any legal or equitable action may be brought against Member, Shift4, or Bank, whether contract, tort or otherwise, and the foregoing shall constitute Merchant's exclusive remedy. Under no circumstances shall Member, Shift4, or Bank be liable for any lost profits, lost interest, other economic loss due to the Agreement or for indirect, special, consequential, punitive or exemplary damages arising out of or relating in any way to this Agreement, even if Member, Shift4, or Bank has been advised of the possibility of such damages. Under no circumstances shall Member, Shift4, or Bank be liable for any settlement amounts pertaining to Switched Transactions; Merchant's sole recourse therefor shall be to the applicable card issuer.

It is agreed that in no event will Member, Shift4 or Bank be liable for any claim, loss, billing error, imposition of any allegedly improper fee(s), damage, or expense caused by Member's, Shift4's or Bank's performance or failure to perform hereunder which is not reported in writing to Member by Merchant within thirty (30) days of such failure to perform or, in the event of a billing error or the imposition of any allegedly improper fees, within 60 days of the date of the invoice or applicable statement, and Merchant expressly waives any such claim that is not brought within the time periods stated herein.

14. **TERM AND TERMINATION.** This Agreement shall remain in full force and effect for the initial term set forth in the Merchant Application that is part of this Agreement; provided, however, that if Merchant is receiving these Terms and Conditions as an amendment to an existing merchant agreement, the amendment shall not affect the then-existing term. This Agreement shall be automatically extended for successive renewal periods, the length thereof also set forth in the Merchant Application, on the same terms and conditions expressed herein, or as may be amended, unless Merchant gives written notice of termination at least forty-five (45) days prior to the expiration of the initial term or any extension or renewals thereof, in which case this Agreement will terminate at the end of the then-current term.

If Merchant terminates this Agreement and such termination does not comply with the terms of this Section 14, Merchant will be charged, at Member's option, either a cancellation fee of \$500 per MID or an amount equal to the average monthly fees assessed to Merchant under the Agreement (exclusive of interchange fees and other fees or assessments imposed by a third party in connection with Merchant's payment processing) multiplied by the number of months remaining in the then-current term of the Agreement. Such amount(s) shall be immediately due and payable to Member, and Merchant hereby authorizes Member to accelerate the payment of such applicable amount(s), and immediately on or after the effective date of termination, the right to deduct such total amount(s) from Merchant's bank account or to otherwise withhold the total amount(s) from amounts due to Merchant from Member. If such merchant bank account does not contain sufficient funds for the debit or the amount(s) cannot be withheld by Member from amounts due to Merchant, Merchant shall pay Member the amount due within ten (10) days of the date of Member's invoice for same. The parties have agreed that the payment as described in this paragraph is not a penalty, but rather an amount stipulated by the parties to be a reasonable amount of liquidated damages to compensate Member and/or Bank for termination expenses and all other damages under the circumstances in which such amounts would be payable. Such amount(s) shall not be in lieu of but in addition to any payment obligations for Services already provided hereunder (or that Member or Bank may continue to provide), which shall be an additional cost, and any and all other damages and equitable remedies to which Member and/or Bank may be entitled hereunder, apart from Merchant's breach of this Section 14. For the avoidance of doubt, Merchant's use of another processor to provide services similar to those provided by Member hereunder shall constitute termination of this Agreement that does not comply with the terms of this Section 14, and the cancellation fee described above shall apply.

Notwithstanding the foregoing, Member or Bank may terminate or suspend performance of the Agreement or any portion thereof upon written notice to Merchant. Furthermore, Member may terminate the Agreement at any time without notice upon Merchant's default in performing under any provision of the Agreement, upon an unauthorized conversion of all or any part of Merchant's activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant's terminal, upon any failure to follow the Card Acceptance Guide or any Payment Network Rules, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against Merchant, upon a material change in Merchant's average ticket or volume as stated in the Merchant Application, where the rules or regulations of any payment network require that Member and/or Bank terminate and/or suspend this Agreement, or in the event Member reasonably deems itself insecure in continuing the Agreement. In the event that Member required Merchant to provide a guarantor of Merchant's obligations under the Agreement, Member may terminate the Agreement with immediate effectiveness if such guarantor terminates the guarantee or if Merchant attempts to substitute a different guarantor without Member's prior written consent.

During the initial or any renewal term of this Agreement, in the event of an increase in Member's fees or charges for the Services, or a reduction in applicable interchange rates that is not passed through to Merchant in full, Merchant may, by giving written notice to Member at any time within seventy (70) days following notice of a fee increase or the introduction of a new fee, or within seventy (70) days following notice of a reduction in applicable interchange rates that is not passed through in full, terminate this Agreement without having to pay a cancellation fee, either as of the effective date of the change or as of a later

specified date. Failing such notice from Merchant, this Agreement shall remain in full force and effect. In any event, the increased charges shall apply to services performed by Member after the effective date of the change. The foregoing termination right for price increases is not applicable with respect to an increase made in accordance with a pre-determined fee schedule, provided that such fee schedule is included as part of this Agreement. In the event that Merchant has entered into an agreement for terminal and equipment services, Merchant may also, by giving written notice to Member at any time within seventy (70) days following a fee increase or the introduction of a new fee, terminate the equipment agreement solely with respect to any equipment services received for its Canadian operations without having to pay a cancellation fee, either as of the effective date of the change or as of a later-specified date. Failing such notice from Merchant, the Point-of-Sale Equipment Agreement shall remain in full force and effect until terminated in accordance with its terms.

In the event that Member/Bank breach the terms and conditions hereof, Merchant may, at its option, give written notice to Member and Bank of its intention to terminate the Agreement unless such breach is remedied within thirty (30) days of such notice. Failure to remedy such a breach shall make the Agreement terminable, at the option of the Merchant, at the end of such thirty (30) day period unless notification is withdrawn.

Any Merchant deposit of sales drafts or credit vouchers that is accepted by Member and Bank or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to its account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed and the deposit returned to Merchant. Termination of the Agreement shall not affect the parties' rights and obligations which have accrued prior to termination or which relate to any receivables purchased hereunder prior to termination, including but not limited to chargebacks or liability assessments imposed, received, or processed after termination. Without limiting the foregoing, the provisions of Sections 4, 6, 8, 10-17, 19-23, 25-27, and 30-31 shall survive termination of the Agreement. In the event of termination, all supplies and/or advertising materials provided by Member or Bank, Card Acceptance Guides and operating instructions must be returned immediately to Member at Merchant's expense, and Merchant shall not represent thereafter that it honours payment cards except to the extent Merchant subsequently enters into a separate agreement or agreements with another bank or banks, as applicable, for the processing of such payment cards.

15. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by a cardholder or the card issuing institution, or if Member or Bank has any reason to believe a receivable previously purchased is questionable, not genuine, or is otherwise unacceptable under payment network regulations, the amount of such receivable may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant's accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the Payment Network Rules with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Member and Bank with any available information to represent a chargeback and that, regardless of any information it provides or does not provide to Member and Bank in connection with a chargeback or for any other reason, Merchant shall be solely responsible for the liability related to such chargeback. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or deducting it from the Reserve Account, Merchant shall, upon demand by Member, pay Member the full amount of the chargeback. If Merchant exceeds the thresholds for fraudulent transactions or chargebacks as established from time to time by Mastercard or Visa, Merchant will be subject to the appropriate Mastercard or Visa charges levied for non-compliance. American Express may, at its sole discretion, place Merchant in any of its chargeback programs. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales drafts can be returned or charged back to Merchant like any other item hereunder. Merchant acknowledges that all sales processed where the card is not physically present (telephone order, mail order and Internet sales) are subject to an increased risk of chargeback, for which the merchant is held responsible.
16. **RESERVE ACCOUNT; HOLDBACK RIGHTS.** At any time, Member and/or Bank may, at their option, establish a reserve account to secure the performance of Merchant's obligations to such party under the Agreement ("Reserve Account"). The Reserve Account may be funded, at Member's sole discretion, through any or all of the following: (a) Direct payment by Merchant - At the request of Member or Bank, Merchant will deposit funds to be held as a Reserve Account; (b) The proceeds of receivables presented for purchase; or (c) The transfer by Member and Bank of funds withdrawn from any of the accounts referred to in Section 6 or any other accounts, including certificates of deposit, maintained by Merchant or, if applicable, Merchant's guarantor (subject to the terms of the relevant guarantee document) with any designated depository or other financial institution. Merchant's obligations under the Agreement may be satisfied from any such account. Merchant authorizes Member or Bank to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. This Agreement may be terminated immediately by Member or Bank without notice if Merchant revokes such authorization. Merchant hereby agrees that Member and Bank may deduct from the Reserve Account any amount owed to such party in accordance with the Agreement. Any Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased receivables under the Payment network Rules or (b) the period necessary to secure the performance of Merchants obligations under this Agreement, which holding period may extend beyond termination of the Agreement. Merchant shall have no ownership interest or property rights in the Reserve Account or the funds therein, will not receive any interest on funds being held in a Reserve Account, and has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge, or use these funds for its own purposes. Without limiting the generality of the foregoing, upon termination of the Agreement, Member and/or Bank may maintain the sum of at least five percent (5%) of gross sales for the 90 day period prior to termination to be held as a Reserve Account in accordance with the terms of the Agreement.

In addition to any of the other rights granted to the Member and Bank hereunder, in the event that Member and/or Bank, at any time during the term of this Agreement, determine in its or their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual, suspicious, or risk-exposing activity (including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected data compromise event or other breach of security standards, or excessive chargebacks), then Member or Bank on behalf of

Bank may, without notice, hold funds otherwise payable to Merchant for such period as Member and/or Bank, in its or their commercially reasonable discretion, deem necessary, to provide security against liability for such activity, plus other costs or liabilities reasonably anticipated to be due to Member and/or Bank related to the same. To the extent (i) the investigation conducted by Member and/or Bank with respect to the unusual, suspicious, or risk-exposing activity determines that such activity is reasonably likely to result in amounts being due from you to Member and/or Bank, and (ii) Member and/or Bank require the establishment, replenishment, or increase of a Reserve Account in connection therewith, then the funds held may be used to fund such Reserve Account.

Merchant hereby irrevocably authorizes Member and Bank to instruct any financial institution holding any of the accounts described in the preceding paragraph to transfer funds to Member from any of Merchant's accounts at such financial institution, and Merchant agrees that such financial institution shall be unconditionally authorized to act upon such instruction without any further confirmation or authorization from Merchant. Merchant will hold harmless Member, Bank and the financial institutions and indemnify them for any claims or losses they may suffer as a result of honouring withdrawal requests from Member or, when applicable, Member under the terms of this Agreement.

17. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER

NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES

- A. **MANDATORY ARBITRATION:** ANY AND ALL DISPUTES BETWEEN MERCHANT AND/OR GUARANTOR, ON ONE HAND, AND MEMBER AND/OR BANK, ON THE OTHER HAND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR IN RESPECT OF ANY LEGAL RELATIONSHIP BETWEEN MERCHANT AND/OR GUARANTOR, ON ONE HAND, AND MEMBER AND/OR BANK, ON THE OTHER HAND, ASSOCIATED WITH OR DERIVED FROM THIS AGREEMENT, SHALL BE FINALLY RESOLVED BY ARBITRATION UNDER THE ARBITRATION RULES OF THE ADR INSTITUTE OF CANADA, INC. IN EFFECT AT THE TIME THE ARBITRATION IS COMMENCED (<http://www.adric.ca>). Such arbitration will be administered by the ADR Institute of Canada, Inc. The seat of arbitration will be in Toronto, Ontario, Canada, unless the arbitrator determines that justice or fairness requires otherwise. The language of the arbitration will be English. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law. If the amount of the claim is CA\$10,000.00 or less, the arbitration shall be conducted under the simplified procedure rule of the ADR Institute of Canada, Inc. Arbitration Rules. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted that party's individual claim and, as such, will not affect issues or claims involving any person or entity who is not a party to the arbitration. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction.
- B. **Class Action Waiver:** MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RECOURSE TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES. MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, ANY RIGHT THEY MIGHT HAVE TO COMMENCE OR TO PARTICIPATE IN ANY CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS AGAINST MERCHANT AND/OR BANK RELATED TO ANY CLAIM.
- C. **Choice of Law.** This Agreement, as well as the Dispute Resolution provisions contained herein, will be governed by and interpreted solely in accordance with the laws of Ontario and the laws of Canada applicable therein, without regard to any conflicts of laws provisions.
- D. **Commencement of Proceedings.** No arbitration, action, or proceeding may be commenced, and no claim may be asserted or any relief sought, more than one (1) year after the claim or cause of action occurred.
- E. **Miscellaneous.** Merchant and Guarantor hereby agree that any and all disputes arising out of or in connection with American Express shall be resolved through arbitration as further described in the American Express Merchant Operating Guide (the "American Express Guide"). A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of this Section 17. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of this Section 17, or otherwise, shall be brought in the courts of the city of Toronto, province of Ontario, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.

18. **DEFAULT/SECURITY INTEREST.** Upon failure by Merchant to meet any of its obligations under this Agreement (including funding the Reserve Account), any of the accounts referred to in Section 6 or any other accounts belonging to Merchant, Merchant's affiliated entities, or Merchant's guarantor held by any designated depository (or by any other financial institution) may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member and Bank a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties, if any: (a) all of the accounts referenced in the preceding sentence, (b) the Reserve Account (without in any way suggesting that Merchant has ownership interest or property rights in the Reserve Account or the funds therein), (c) any rights to receive credits or payments under this Agreement and (d) all deposits and other property of Merchant that Bank or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Bank may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Bank to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this

security interest. Except as provided in Section 16 (relating to the Reserve Account), Merchant represents and warrants that (a) Merchant has good and valid rights and title to the property described herein, (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person or entity, (c) no other person or entity has a security interest or lien in any of the property described herein and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) and Merchant's guarantor's instructions to its financial institutions to accept withdrawal requests from Member, Bank and Merchant's agreement to hold such institutions harmless and to indemnify them are described above in Section 16.

Merchant agrees that, in the event of a default by Merchant under the terms of the Agreement, Member has a right of set off and compensation, and may apply any amounts owing to Merchant hereunder, or any amounts owing to Merchant pursuant to any other Agreement between Merchant and Member or any of Member's affiliates, towards the payment of any amounts owing by Merchant under the terms of the Agreement. Merchant agrees that Member's right of set off and compensation is in addition to any other rights Member and Bank may have under applicable laws.

19. **AMENDMENTS.** Member shall have the right to modify or amend the terms and conditions of this Agreement or the Card Acceptance Guide, including, without limitation, the right to modify, amend, or supplement applicable fees, charges, and/or discounts. Modifications and amendments related to changes to the Payment Network Rules, changes to the fees charged by the payment networks,

Bank, or other third parties, or in response to changes in applicable laws or regulations (collectively, a "Third Party Change") may be made effective immediately, with or without notice. Modifications or amendments unrelated to a Third Party Change shall be effective upon the date specified in a notice to the Merchant (the "Change Notice"), provided that the date shall not be fewer than five business days after the date of such Change Notice. Following the Effective Date, in the event of any modification or amendment not related to a Third Party Change, Merchant shall have the right to terminate this Agreement, without liability for premature termination pursuant to Section 14, by providing written notice thereof to Member, provided that such notice must be given within five business days following the date of the Change Notice. Other than the amendments set forth above, this Agreement may be amended only in writing signed by Member, Bank, and Merchant.

Notwithstanding anything to the contrary, all fees, charges, and/or discounts charged to Merchant hereunder may be changed in accordance with Section 6 of this Agreement.

20. **WAIVER.** No provision of the Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
21. **EXCHANGE OF INFORMATION.** Merchant hereby authorizes Member and/or Bank to exchange information about Merchant (and about its partners, owners, principals, proprietors, officers, shareholders and managing agents that have provided their written consent pursuant to the Agreement) with other financial institutions, payment networks, and any other persons for the purpose of providing the services contemplated in the Agreement. Merchant authorizes Member to use information concerning Merchant for data collection and aggregation for statistical analysis, marketing purposes and any other purposes relating thereto, and to disclose such information to any payment network, financial institution, or other third party. From time to time, Member may make information about Merchant's business available to entities that have products or services that may be of interest to Merchant. It is understood, however, that personal information regarding Merchant's customers ("Personal Data") shall not be used in any way by Member or Bank contrary to any applicable laws. Member shall take all reasonable means and precautions to keep Personal Data confidential, and after the Personal Data is no longer needed to fulfill the purposes of this Agreement, such Personal Data shall be deleted or destroyed, as applicable, according to Member's regular established data retention schedule. Member agrees to promptly respond to all inquiries from Merchant relating to the processing of Personal Data.
22. **MISCELLANEOUS.** Notwithstanding anything to the contrary contained herein, Member may conduct such information searches or reviews as may be required by the laws of Canada or the U.S. If any provision of the Agreement is declared to be invalid, illegal, or unenforceable by an arbitrator or a court of competent jurisdiction, such provision, as to that jurisdiction, shall be ineffective to the extent of such invalidity, illegality or unenforceability and shall be severed from the balance of the Agreement, all without affecting the remaining provisions of the Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Paragraph headings are included for convenience only and are not to be used in interpreting the Agreement.
23. **NOTICES.** All notices and other communications required or permitted to be sent to Merchant under this Agreement may be made by: (1) written communication sent to the Merchant at the address stated on the Merchant Application or as updated by the Merchant thereafter; (2) electronic communication sent to the Merchant at the electronic mail address stated on the Merchant Application or as updated by the Merchant thereafter; (3) an electronic posting or notification on Member's website located at <http://www.globalpaymentsinc.ca>; or (4) an electronic posting or notification accessible to the Merchant on its Merchant account portal (which may be known as Business View or Merchant Portal or any successor product). All notices and other communications required or permitted to be sent to Member or Bank under this Agreement shall be in writing, shall be

sent by overnight carrier or mail, and shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc., 3550 Lenox Road NE, Suite 3000, Atlanta, Georgia 30326. Any notices sent to Merchant shall be effective upon the earlier of (1) actual receipt, (2) upon the sending of such notice to the email or physical address provided by Merchant in the Merchant Application or to any other email or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder, or (3) upon the actual posting thereof on Member's website identified above and/or the Merchant account portal. The parties hereto may change the name and address of the person to whom notices or other documents required under this Agreement may be sent at any time by giving written notice to the other party.

24. **MERGER.** This Agreement, including these Terms & Conditions, the Merchant Application, and the Card Acceptance Guide, constitutes the entire agreement between Merchant, Member and Bank with respect to the subject matter hereof, and supersedes all prior memoranda or agreements relating thereto, whether oral or written, express or implied.
25. **EFFECTIVE DATE.** If Merchant is receiving these Terms and Conditions as an amendment to an existing agreement, the Terms and Conditions shall be effective upon receipt. Otherwise, this Agreement shall become effective only upon acceptance by Member and Bank, or upon the submission of a transaction by Merchant to Member hereunder, whichever event shall first occur. In either event, such date is referred to herein as the "Effective Date".
26. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution for debits and credits hereunder. Merchant agrees that it must maintain an account with such depository at all times during the term of the Agreement and thereafter until all obligations of Merchant are paid in full hereunder. Merchant authorizes payment for receivables purchased hereunder to be made by paying such depository therefor with instructions to credit Merchant's account. Depository, Member, and/or Bank may charge any of Merchant's accounts at such depository for any amount due under the Agreement in accordance with the PAD Agreement contained in the section of the Merchant Application titled "Push Funds Service Authorization and Direction". Member must approve in writing any proposed changes to the account numbers or to the designated depository institution. If Merchant wishes to change its designated merchant bank account, Merchant shall provide written notice of the new bank and/or account number by registered mail to: Global Payments Direct, Inc., Attention: HSC Bank, 1 Heartland Way, Jeffersonville, Indiana 47130 USA, or to such other address as provided by Bank. Such account change shall be effective on a date to be scheduled by Member within thirty (30) days after Member's receipt of such notice. In the event that Merchant wishes to have payment for receivables purchased hereunder to be transferred at the end of each banking day to an account specified at a different financial institution specified by Merchant ("Push Funds"), Merchant will execute and deliver to Member a Push Funds amendment, in the form specified by Member, which will include a Push Funds Authorization and Direction document to be provided by Member or Bank to the newly designated financial institution.
27. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales drafts hereunder is a financial accommodation and, as such, in the event Merchant becomes a debtor in bankruptcy or becomes subject to restructuring or insolvency proceedings, the Agreement cannot be assumed or enforced, and Member and Bank shall be excused from performance hereunder.
28. **INTERCHANGE DOWNGRADES & CROSS-BORDER FEES.** Merchant pricing appears in the fee schedule of the Merchant Application. Transactions that do not clear as priced will be subject to Interchange Downgrade Fees ("IDF") that will be billed back to Merchant and reflected on Merchant's monthly statement. IDF can be minimized by using a product that supports the authorization and market data requirements established by the payment networks, which are subject to change from time to time. (An example of such a requirement is to process a transaction fully electronically rather than manually keying the transaction.) Some IDF may also occur on specific types of cards (including without limitation Visa and/or Mastercard commercial cards (i.e.; Business Cards, Corporate Cards, Fleet Cards, Purchase Cards), Visa Rewards Cards, Visa Signature Cards, Visa Signature Preferred Cards, Visa Infinite Cards, Mastercard Rewards Cards, Mastercard World Cards, Mastercard World Elite Cards and some "foreign" cards issued outside Canada). For more information concerning IDF, Merchant may wish to check the Global Payments Inc. website (<https://www.globalpayments.com/en-ca>) for best practices information and to license the Merchant account portal for transaction detail review.

The items listed in this Section 28 are not, nor are they intended to be, a comprehensive list of all instances in which IDF may apply. Interchange Downgrade Fees may apply in additional situations. All IDF include additional fees assessed by Bank and the applicable payment network.

Merchant will also be assessed Cross-Border fees for international transactions. Any transactions between Merchant and a cardholder outside Canada will be assessed an additional fee. Such assessments are reflected on Merchant's monthly statement.

29. **AUTHORIZED USERS.** To the extent Merchant is granted electronic access to any systems or portals of Member, Merchant shall be responsible for (i) ensuring that only authorized users of such systems or portals access the same; (ii) keeping all logins, user names, and passwords confidential; and (iii) promptly notifying Member of any unauthorized access of such logins, user names, or passwords; and (iv) all actions taken by anyone using such access, logins, user names, or passwords, even if such actions were not authorized by Merchant.
30. **TAXES.** Merchant shall be solely responsible for the calculation, collection, and remittance of any sales tax imposed by any government authority in connection with the provision of Merchant's goods or services. Unless Merchant is otherwise exempt (and can prove such exemption to Member and/or Bank's satisfaction), Merchant agrees to pay all taxes imposed on the services, equipment, or other property provided to Merchant pursuant to this Agreement.
31. **REPORTING.** Merchant acknowledges that, under the Payment Network Rules, certain merchant activity and terminations of merchant processing agreements may result in Member or Bank reporting merchants and their principals for inclusion on a terminated merchant file (e.g., the "MATCH" list). Merchant, on behalf of itself and its principals, hereby consents to such reporting and waives any claim related to the same, even in instances where Merchant or its principals believe that reporting to have been improper or in error.

32. **RELATIONSHIP OF THE PARTIES.** Merchant designates Member and Bank as its agent to receive payments for transactions processed pursuant to this Agreement. Neither Member nor Bank, however, shall be considered a partner or fiduciary to Merchant, and nothing in this Agreement or the rendition of services related to this Agreement shall be deemed to create a joint venture, partnership, or fiduciary relationship between or among the parties. Rather, the relationship among the parties to this Agreement is an arm's length commercial relationship.
33. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Member. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Member pursuant to this Agreement or otherwise approved in advance in writing by Member. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Member in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.
34. **AMERICAN EXPRESS/JCB CARD ACCEPTANCE.** For the avoidance of doubt, Merchant hereby acknowledges and agrees, for the purposes of this Section 34, references to American Express cards shall also apply to JCB cards. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Operating Guide (available at www.americanexpress.ca/merchantguide) is hereby incorporated by reference into this Agreement. In addition, Merchant hereby authorizes Member to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services sold (other than those goods and services prohibited under the American Express Operating Guide), or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by law. Merchants that accept American Express cards are not obligated to accept JCB cards; Merchant shall so indicate its preference on the Merchant Application. Merchant's refund policy shall be compliant with all applicable law, rule, and regulation, and shall be disclosed to cardholders at the time of purchase. Merchant's refund policy for transactions made using an American Express card must be at least as favorable as its refund policy for purchases using any other payment card. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Agreement. For the avoidance of doubt, "cardholder" as used in this Agreement shall include Cardmembers as defined in the American Express Guide.

Merchant hereby acknowledges and agrees that (i) Member may disclose American Express Transaction Data (which for purposes of this Section 34 shall have the same definition as "Transaction Data" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express OptBlue™ Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Bank customer service as described in this Agreement. For purposes of this Section 34, "Merchant Data" means names, postal and email addresses, and names of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this Section 34 means an American Express Program Merchant with either (i) greater than \$500,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express charges will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Member, its affiliated entities and/or any other cash advance funding source that partners with Member or its affiliated entities, without consent of American Express.

Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Bank customer service as described in this Agreement.

Without limiting any other rights provided herein, Member shall have the right to immediately terminate Merchant's acceptance

of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Cardmember for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide. In the event that Member shall cease to be a participant of the American Express OptBlue™ Program, the rights and obligations of Bank hereunder with respect to American Express card acceptance may be transferred to American Express without notice to Merchant.

35. **ECOMMERCE GATEWAY: ADDITIONAL TERMS AND CONDITIONS.** This Section applies if a Merchant has elected to receive gateway services (“Gateway Services”) pursuant to this Agreement. Merchant understands that Bank and Member are not involved in providing such Gateway Services. Merchant acknowledges and agrees that the Gateway Services are administered by Shift4, and that neither Member, nor any affiliate of Member, nor Bank, shall have any liability whatsoever to Merchant arising from or related to the provision of the Merchant Data to Shift4, including without limitation, for any failure by Shift4 to collect, process, or store the Merchant Data in compliance with payment network requirements related to cardholder and transaction information, confidentiality and security, including but not limited to the PCI Data Security Standard. In connection with the receipt of any Gateway Services received by Merchant from Shift4 in connection with this Agreement, Merchant hereby agrees to comply with Shift4’s Gateway Services Agreement Terms and Conditions located at shift4.com/legal (the “Gateway Agreement”). Merchant expressly authorizes Member to invoice Merchant for fees arising from the Gateway Agreement and to collect any such fees in connection with the Gateway Agreement and to remit such funds to Shift4.

36. **RESERVED.**

37. **MASTERCARD PROCESSING REQUIREMENTS.**

- The **Mastercard Credential Continuity Program** seeks to address the rising number of card-not-present (CNP) and recurring payment transactions with outdated credentials, which negatively impacts the Mastercard ecosystem and cardholders. This program includes an assessment fee of \$0.0450 applicable to recurring payment transactions made with outdated credentials.
- The Mastercard Decline Reason Code Service provides more meaningful decline information to help optimize authorization retry strategies. Applicable Mastercard card-not-present decline transactions (excluding mail and telephone order transactions) will incur a fee of \$0.0300.
- The Mastercard Digital Enablement Fee of 0.02% is applicable to all card-not-present authorizations, with a minimum billing of \$0.03 and a maximum of \$0.30 per transaction.
- Pre-authorization is an optional card service, most frequently used by card acceptors in Travel and Entertainment (T&E) and Ecommerce. The **Mastercard Pre-authorization Fee** is applicable to approved authorization requests. When the fee applies, it will be calculated as 0.0500% of the authorized amount or a minimum of 0.0150%.
- **Mastercard Transaction Processing Excellence** reflects standards for the processing of pre-authorizations and final authorizations (purchases). Pre-authorizations must be reversed or settled within thirty (30) days (excluding MCC 5542), and final authorizations (a completion or sale) must be settled within seven (7) days. Settlement amounts and currency codes must match the authorization, and valid Trace ID data (a Banknet reference number) must be provided with the settlement. Non-compliance fees that are applicable when merchants do not meet these requirements, as follows:
 - \$0.068 for pre-authorizations and 0.25% of the authorized amount (for authorized amounts of 16.00 USD or greater)
 - \$0.06 for authorized amounts less than 16.00 USD
 - \$0.15 for excessive authorization attempts (each authorization after 20 previously issuer-declined attempts on the same account)
 - \$0.068 for nominal amount authorizations (under 1 full unit of currency or the equivalent of 1 USD)
 - With the Merchant Advice Code (MAC) TPE program, a fee of \$0.0450 will be assessed in each instance where a card-not-present (CNP) authorization request is submitted and is ultimately declined with a MAC value of 03 or 21, where in the past 30 days a transaction on the same card, at the same merchant, and with the same transaction amount was declined with MAC 03 or 21.
 - The Mastercard MCHIP Deployment Performance Program assesses a fee to merchants when a POS terminal is identified as being responsible for a chip technology failure. As part of this program, a monthly fee of \$25 per identified terminal will apply.
 - Mail Order/Telephone Order (MO/TO) transactions have less clear authorization and produce more vulnerability as a result of the manual interaction required to process the payment. Mastercard is encouraging merchants to adopt more sophisticated and secure CNP methods and help prevent fraud. Mastercard will apply a fee of 0.015% (Domestic and Cross Border) to applicable MOTO Key Entered and Virtual Terminal Key-in transactions.
 - Mastercard Acquirer Clearing Fee. Effective September 1, 2025, Mastercard has introduced an acquirer clearing fee, applicable to all purchase transactions, manual cash, unique, credit/refund, payment, first chargeback, second presentment, and arbitration chargeback transactions.

For any settled transactions of \$35.00 or less, \$0.0150 will apply per transaction.

For any transactions \$35.01 or more, \$0.0600 will apply per transaction.

38. VISA PROCESSING REQUIREMENTS.

- With the **Visa Integrity Program**, a fee of \$0.150 for domestic transactions and \$0.230 for cross-border transactions will be assessed, on a per-transaction basis, for each declined transaction resubmission in excess of the allowable retry limit of 15 reattempts in a 30-day period and/or when an authorization is resubmitted with changed data elements following a decline. A fee of \$1.50 per transaction will apply to any recurring payment attempt following three previous declines on the same card by the same stop instruction; a fee of \$7.50 will apply for returned transactions in conjunction with the Visa Stop Payment Service.
 - Visa expanded its authorization framework by allowing for the optional use of estimated and incremental authorizations. In conjunction with any approved **Estimated and/or Incremental Authorization**, a fee of 0.02% will apply.
 - The **Visa Decline Code Management** program streamlines the categorization of decline codes. Attempts to authorize a transaction that has previously received a Category 1 decline will be subject to the per-transaction non-compliance assessment of \$0.1500 (domestic) and \$0.2300 (cross-border).
 - Visa introduced pricing of \$0.0015 for the **Address Verification Service (AVS)**, applicable on a per-transaction basis when the address verification yields a usable result match.
 - **Visa Account Verification** service allows a credential to be validated without placing an authorization hold on the consumer's account. If merchants choose to perform account verification(s), a fee of \$0.015 per transaction for domestic account verifications, and \$0.03 per transaction for international account verifications will be applicable.
 - Effective January 25, 2024, Visa will begin compliance monitoring for the Processing Integrity Program in Canada with the introduction of two new fees. A Processing Integrity Program fee equivalent to 0.05 USD will be assessed for domestic and international transactions that are not authorized, reversed, or cleared as required. This fee will be assessed to approved and partially approved authorization transactions that cannot be matched to a clearing transaction or authorization reversal, as well as to clearing transactions that cannot be matched to previously approved or partially approved authorization transactions.
39. **LANGUAGE.** The parties hereby acknowledge that they have required these agreements and all related documents to be drawn up in the English language. Les parties reconnaissent avoir demandé que le présent contrat ainsi que les documents qui s'y rattachent soient rédigés en langue anglaise.