

MERCHANT PROCESSING AGREEMENT ADDENDUM- MERCHANT BONUS PROGRAM

This Addendum is entered into among CITIZENS BANK, N.A. ("Bank"), whose principal place of business is ONE CITIZENS PLAZA, PROVIDENCE, RI 02903, SHIFT4 PAYMENTS, LLC doing business as HARBORTOUCH PAYMENTS, FUTUREPOS PAYMENTS, POSITOUCH PAYMENTS, OR RESTAURANT MANAGER PAYMENTS ("Company"), whose principal place of business is 2202 North Irving Street, Allentown, PA 18109, and MERCHANT ("Merchant") whose personal name(s) (if a sole proprietorship or partnership), address, business organization name, and type of business are on the Merchant Application. This Agreement becomes effective only if Bank and Company accept it; Bank's and Company's assignment of a merchant identification number to Merchant constitutes their acceptance. Bank's or Company's representative's signature on the Merchant Application does not constitute acceptance, but denotes only the receipt of Merchant's offer contained in the Merchant Application. This Agreement is effective on the later of the dates Bank and Company accept it ("Effective Date"), but if Merchant submits a Transaction prior to the Effective Date, Merchant will be bound by this Agreement from the time of submission.

WHEREAS, Company and Merchant are parties to a Merchant Processing Agreement (together with its addenda, attachments, and schedules shall be hereinafter known as the ("**Merchant Agreement**")), under which SHIFT4 provides transaction processing and other merchant services regarding payment card sales transactions, subject to the terms and conditions more fully set out in the Merchant Agreement.

WHEREAS, Merchant wishes to enroll in the Merchant Bonus Program whereby Company shall pay Merchant an upfront bonus subject to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Capitalized terms which are not defined herein shall have the same meaning as defined in the Agreement.
2. The Parties hereby agree to add and incorporate by reference this Merchant Bonus Agreement into the Merchant Agreement.
3. **Merchant Bonus Program**
 - 3.1 Any merchant that enters into a Merchant Agreement subsequent to July 21, 2020 shall be eligible to receive a bonus in the form of a statement credit or cash (at Company's discretion) in the amount set forth in the Merchant Application or as otherwise designated by Company up to a maximum of five thousand (\$5,000) dollars ("Merchant Bonus").
 - 3.2 Subject to Section 3.3 below, the Merchant Bonus shall be earned upon Company confirming Merchant's acceptance into the Merchant Bonus Program and Merchant processing one hundred (\$100) dollars in full acquiring Transactions through Company. Company's email to the account listed on the Merchant Application shall serve as confirmation of Company's acceptance of Merchant into the Merchant Bonus Program.
 - 3.3 If during the Initial Term or first Renewal Term Merchant: (a) cancels or otherwise terminates the Merchant Agreement (b) has any of its rates set forth on the Merchant Application reduced, or (c) has a material decrease in monthly full acquiring Transaction volume; then Merchant shall immediately forfeit the Merchant Bonus. Merchant authorizes the Company to retract the Merchant Bonus from Merchant's demand deposit account.
 - 3.4 Company reserves the right in its sole discretion to cancel, modify or suspend any portion of the Merchant Bonus Program for any reason.

This Addendum, together with the Agreement, and any other amendments, attachments, exhibits, and schedules, constitutes the entire Agreement between the Parties as to transaction processing, and any other representations, inducements, promises, or agreements not contained herein shall be of no force and effect as to transaction processing. By submitting a Transaction to Company Merchant agrees to be bound by these terms.