



FEE PROCESSING AGREEMENT

This Agreement is made by and between Convenient Payments LLC, d/b/a "IntelliPay" ("Company") located at 12884 S. Frontrunner Blvd, Ste. 220, Draper, UT 84020 and "Merchant" whose name and address are shown on the Merchant ACH Processing Authorization Form attached to this Agreement.

DEFINITIONS:

"**Agreement**" shall mean this agreement, all of its Exhibits, attachments and Amendments.

"**Card Brands**" shall mean and refer to all credit card companies and payment networks including Visa, Mastercard, American Express, Discover, other credit card and debit card issuing companies.

"**Card Brand Fees**" shall mean additional fees charged by the Card Brands for access to their respective Networks and includes such fees as dues and assessments, FANF, NABU, and other like fees and as indicated on the Card Brands' regularly published Interchange tables.

"**Charge Backs**" shall mean and refer to Transactions disputed by Customer directly with the Customer's card issuing financial institution. For each Charge Back of a Transaction, the TPP or Settlement Bank assesses a fee to the Company or Merchant pursuant to the applicable merchant agreement.

"**Company**" shall mean and refer to Convenient Payments LLC, dba "IntelliPay."

"**Customers**" shall mean and refer to the customers of Merchant that use the Software and Services provided by Company.

"**Industry Rules**" shall mean and refer to the rules established by the Card Brands that govern the activities of Merchants, Settlement Banks, Networks and cardholders that transact business on their respective platforms.

"**Interchange**" shall mean and refer to the system used by the Card Brands to receive Transaction data, remit authorizations, declines or returns, and the fees charged to Settlement Banks (including discount and per item fees) by the Card Brands on behalf of card issuing financial institutions.

"**IVR**" shall mean Interactive Voice Response system- a system for conducting automated transactions by phone.

"**Merchant**" shall mean and refer to the recipient of Transactions and Settlement Amounts from card payments performed by Customers using the Company's Services pursuant to this Agreement and the applicable merchant processing agreement between Company, Merchant and the applicable Vendor.

"**Merchant Deposit Account**" shall mean and refer to that certain bank deposit account designated by Merchant into which the Settlement Amount shall be deposited via the use of the Vendor Services or otherwise.

"**Monthly Access Fee**" shall mean a monthly fee charged to Merchant by Company for use of the Company's Software and Services.

"**NACHA**" shall mean and refer to the National Automated Clearing House Association that manages the development, administration, and governance of the ACH Network, the backbone for the electronic movement of money and data in the United States.

"**Networks**" shall mean the credit card and debit card payment processing systems used by the Card Brands and may be used interchangeably herein with the term Card Brands.

"**POS Device(s)**" shall mean any device, credit card terminal or other hardware apparatus used to connect to the Software and transmit data from card present Transactions.

"**Qualified Payment Options**" shall mean and refer to payments by Customer payments to Merchants from cards such as signature-based debit, credit, stored value electronic cards, and electronic checks that are authorized by the Company and listed on Exhibit A.

"**Retrievals**" shall mean and refer to a formal request from the Card Brands for data related to a specific Transaction.

"**Return Fees**" shall mean and refer to fees charged for the act of returning or refunding funds to a Customer's card and/or fees assessed to Merchant for the rejection of Transactions submitted by Merchant.

"**Service Fee**" shall mean a fee charged to a Customer or the Merchant for access and use of the Company's Software and Services.

"**Service(s)**" shall mean and refer to the provision of the Software, the use of the Vendor Services and the provision of access to the Networks, TPPs, and Settlement Bank providing Customers with the ability to pay Merchant.

"**Settlement Amount**" shall mean and refer to the amount of funds deposited to the Merchant Deposit Account as a result of a Transaction or an aggregate group of Transactions.

"**Settlement Bank**" shall mean the bank or financial institution authorized by the Card Brands and other Networks to receive funds from Networks and deposit Settlement Amounts via use of the Vendor Services or otherwise into the Merchant's Merchant

Deposit Account.

"Software" shall mean the proprietary Software as a Service ("**SaaS**") software provided by the Company to Merchant as part of the Services.

"Third Party Processors (TPPs)" shall mean and refer to payments companies that provide data processing services and connectivity between the Company and Networks including companies used by Company registered as Independent Sales Organizations (ISOs-Visa) and Member Service Providers (MSPs-MasterCard) and which have similar relations with other Card Brands.

"Transaction" shall mean and refer to sale or purchase payment transactions between Merchant and Customer.

"Vendors" shall mean third-party service providers engaged by the Company to provide technology or other goods or services used by the Company in its provision of the Services.

"Vendor Services" shall mean the technology or other goods or services provided by a Vendor.

"Virtual Terminal(s)" shall mean and refer to the Software interface that can be used on-line by Merchant to input Transactions.

1. PURPOSE OF AGREEMENT. This Agreement governs use of the Company's Software and Service to effectuate electronic payments for Merchant from Merchant's Customers.

2. THE SERVICE.

a. The Software provided pursuant to this Agreement is licensed for use by Merchant and its Customers and is not sold. The license is revocable by the Company at any time and will automatically terminate upon termination or expiration of this Agreement.

b. For use with POS Devices, the Software will be loaded onto a POS Device for use in card present Transactions and placed on premises of locations owned or controlled by Merchant. POS Devices may be used only at the locations identified on **the IP Equipment Form** hereto, which is incorporated herein by this reference, and which must be updated whenever Merchant adds new POS Devices to a location or adds new locations. When provided online, the Software will be available to Merchant's Customers as a SaaS application.

c. The Software will have access to the Networks, Third Party Processors (TPPs), Vendors and a Settlement Bank, each of which shall be selected by Company.

d. The Software will facilitate (at Company's option) some or all of the following: acceptance of signature-based debit, credit and stored value electronic transactions; use of electronic funds transfer, including electronic transfers from Customers' banks, electronic checks, and the transfer of funds from the Settlement Bank to the Merchant Deposit Account On file with the Company via use of the Vendor Services. The Software will calculate a Fee (Service) to be charged to Merchant's Customer at the same time Customer completes a Transaction.

e. Company's provision of the Software, use of the Vendor Services and the provision of access to the Networks, TPPs, and Settlement Bank is collectively referred to as the **"Service"**.

3. OBLIGATIONS OF THE PARTIES.

a. Merchant may purchase POS Devices from Company (see **IP Equipment Form**). Company may reprogram hardware, equipment, and/or software as required by Networks, TPPs, Vendors or Settlement Banks and Merchant will assist Company when necessary. POS Device and other hardware warranties are solely subject to manufacturer's warranty. Company shall not be subject to or obligated for coverage of warranty repairs or replacements or costs of repairs or replacement beyond any warranty parameters or warranty period. Merchant shall be responsible for costs of repair or replacement of lost or damaged POS Devices.

b. Merchant is responsible for integration of the Services into existing their websites and/or phone systems. Merchant may choose to use Company's websites and or phone systems and Company will provide and allow for the use of Merchant's logos, trademarks and service marks in accordance with Company's policies.

c. Merchant is responsible for installation of POS Devices and interfaces/connections designated by Company. Merchant must provide those resources necessary for POS Device (s) to interface/connect to the Internet. Merchant will provide, pay for and allow Company access to all utility services required for use of the applicable POS Device or other hardware equipment.

d. Merchant shall immediately notify the Company of any interruptions in receipt or use of the Services.

e. Merchant shall honor only those Qualified Payment Options such as those listed on **Exhibit A hereto**, which is incorporated herein by this reference, as may be amended from time to time. Merchant may not complete and Company shall not be liable for the settlement of any Transaction unless a Qualified Payment Option was (i) used and the financial institution issuing the Qualified Payment Option provided an authorization number and (ii) swiped or dipped through the Company-provided POS Device (s), electronically transacted on the Company-provided website or through the Company provided IVR system, or otherwise agreed to the Transaction according to Industry Rules. Merchant shall retain original signed card receipts as required by Industry Rules and make receipts promptly available to the Company on demand so Company can provide authorization on unrecognized or disputed Transactions.

- f. Company will provide links, phone numbers and code to enable Merchant to make the Software available to Customers online using a customized website or over the phone using a customized IVR system.
- g. Company is not responsible for any Network or connectivity problems experienced by the Merchant or a Customer unless such connectivity problems are resulting from outages experienced by Company or related to the Services.
- h. Company will provide marketing materials and signage to Signage related to the Services and/or Software. Merchant shall properly display all signs and static advertisement required to be displayed by the applicable Card Brands. Merchant shall adequately display the proper symbols, service marks and names on promotional materials to inform the public that Merchant will honor Qualified Payment Options and that a Fee shall be charged. In exchange for the Services, Merchant agrees it shall, to the best of its ability, aggressively market the Services.
- i. Company is responsible for ensuring that Settlement Bank and applicable Vendor settle Transactions and deposits payments from Customers net of Fees. This net amount equals the whole payment made by Customer to Merchant for goods or services rendered to Customer by Merchant less applicable Fees. Company will make accessible to Merchant a daily transaction summary.
- j. Each party will comply with all applicable laws and Industry Rules.
- k. Merchant hereby authorizes Company to execute on Merchant's behalf any agreements necessary for Merchant to receive Services from Settlement Bank and/or any Vendor.
- l. Merchant shall review all daily Transaction summaries and other data provided in statements of Merchant's Transactions. Merchant agrees that Company shall not be responsible or liable for any errors in Transactions or Settlement Amounts to Merchant for any Transactions or Settlement Amounts not brought to the Company's attention, in writing, within sixty (60) days following the month in which the disputed Transaction or Settlement Amount occurred.
- m. Merchant hereby authorizes the Company to access and control any Settlement Amounts, via the Vendor Services or otherwise, and deduct any fees, including without limitation the Fees, payable to the Company pursuant to this Agreement prior to settlement to Merchant Deposit Account. Merchant further hereby authorizes and directs the Settlement Bank and any Vendor, as applicable, to comply with all instructions given by the Company to them, including, without limitation, instructions directing the disposition of any Settlement Amounts or as to any other matter relating to any Settlement Amounts, without further consent by Merchant.
- n. Merchant shall not engage in the types of business listed on **Exhibit D** hereto (as it may be amended by Company or its Vendors from time to time) and may be prevented from using the Services if Company discovers Merchant is so engaged.

4. FEES.

- a. Company shall act on Merchant's behalf with the Third-Party Processor (TPP), Vendor and Settlement Bank. As such, (i) card processing data will be received by Company and be made available to Merchant at <https://intellipay.cpteller.com>; (ii) Transactions are split-settled by Company where the payment amount is settled into the Merchant Account by the Settlement Bank, via the Vendor Services or otherwise, and the Fees are settled as separate Transactions with the Company.
- b. Company may assess Fees to Customers as described in **Exhibit A**. Such Fees will be added to the amount a Customer pays for a Merchant's product or service. The total amount (amount due + fee) shall be processed as one transaction and settle into an FBO (For the Benefit Of) bank account owned by Priority Payment Systems. Upon settlement, Company will use the Passport Management APIs to split the amount due from the Fee that was added and disburse the amount due into the Merchant's bank account, minus the Fee. Company shall retain the Fee and use it to cover any costs associated for electronic payment processing, technical support, PCI security, and software development.
 - i. Company, in its sole discretion, reserves the right to modify the amount of the Fees charged, from time to time, for any of the following: (A) increases in or additions to Card Brand and Interchange Fees; (B) increased processing costs from TPP, Vendor and/or Settlement Banks; (C) changes in regulations resulting in greater costs to Company; (D) increases in operational costs required to provide the Service, including, but not limited to, increased costs of connectivity or cyber security; and (E) if Service Fees charged are not adequate to cover the Company's costs and reasonably expected operating margins.
 - ii. In the event Company determines that it must increase the Fees, Company shall provide a minimum of ten (10) days' notice to Merchant of Company's intent to increase the Fees. Merchant shall have the option, but not the obligation, to amend this Agreement in a way that enables Merchant to separately pay Company the increased amount of Services Fees to be billed.
 - iii. All Fees assessed and collected by Company hereunder are non-refundable. Merchant shall post language on Merchant's payment site that Fees are non-refundable, and that any dispute of Fees shall result in loss of privileges by Customer to transact with Merchant. Merchant may, at its own discretion, elect to refund a Fee to its own Customer. In such instances, Merchant shall request Company refund a specific Fee, and such refunded amount shall be billed by Company to Merchant.
- c. If Company or Merchant are assessed for a Charge Back, Retrieval, or Return, as outlined in Exhibit A, for either of a Transaction or the assessment and collection of a Fee, Merchant shall bear sole responsibility for the amounts of such Charge Backs or Returns and all associated fees as described in Exhibit A, including, but not limited to, any Charge Back, Retrieval, or Return fees billed by the TPP or Settlement Bank to Company. Company may immediately, and without notice, debit the Merchant Deposit Account for the full amount of the Chargeback or Return and any associated fees.

d. All other fees that Company may assess for Services to Merchant shall be described in **Exhibit B** and incorporated herein by this reference.

5. TERM AND TERMINATION.

a. The initial term ("**Initial Term**") of this Agreement shall begin on the date of its execution by the Company and shall continue for an initial term of five (5) years from the date of the first authorized Transaction processed by Merchant's Customers.

b. If neither party notifies the other of its intent to terminate this Agreement at least sixty (60) days prior to the end of the Initial Term, or prior to the end of any Renewal Term this Agreement will automatically renew for one (1) year ("**Renewal Term**").

c. Either party may terminate this Agreement for cause in the event of a material breach by the other party, which breach is not reasonably cured within thirty (30) days following receipt of written notice of such breach being received by the party being notified of such breach.

d. Company may terminate this Agreement at any time upon written notice to the Merchant for the following: (i) if the provision of the Services is determined by Company, in its sole discretion, to violate any statute, law, regulation, rule, Industry Rule, order or operating procedure existing or newly enacted by a governmental authority, judicial authority of competent jurisdiction, Card Brands, Settlement Bank policies, NACHA (or any similar industry organization with authority over the Services) or Vendor or if such statute, law, regulation, rule, Industry Rule, order or operating procedure shall exist or be enacted which shall materially affect or reduce the Company's ability to provide the Services; (ii) if there are excessive Charge Backs. Excessive Charge Backs shall be defined as Merchant having a number of disputed Transactions resulting in Charge Backs that exceeds three (3) month average of one percent (1%) of Visa Transactions and/or two percent (2%) of MasterCard Transactions; and (iii) Company determines, in its sole discretion, that Merchant's business activity is a cause of undue risk and Charge Back exposure to Company.

6. INDEMNIFICATION. Each party agrees to indemnify, hold harmless, and defend the other from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to the indemnifying party's breach of this Agreement or violation of applicable law, to the extent permitted by law. Merchant will indemnify, hold harmless, and defend Company from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees relating to civil or regulatory actions connected with Merchant's Customers and the products and/or services provided by Merchant; and any and all activities related to Merchant's business practices, including, but not limited to, any damaging impact resulting to Company resulting from Merchant's lapse in cyber security customary best practices.

7. LIMITATION OF LIABILITY. Company shall not be liable to Merchant for any indirect, special, incidental, exemplary punitive, treble, or consequential damages (including, without limitation, loss of business, revenue, profits, goodwill, use, data, or other economic advantage), whether based on breach of contract, tort, product liability, or otherwise, and whether or not a party has previously been advised of the possibility of such damages. To the fullest extent permitted by law, Company's total liability to Merchant under this Agreement will not exceed the lesser of six (6) months of fees billed directly to Merchant or one thousand dollars (\$1,000).

8. CONFLICT OF INTEREST. Company warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the Services required under the provisions of this Agreement a violation of any applicable law. Company further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Company shall promptly notify Merchant of the existence of such conflict of interest so that Merchant may determine whether to terminate this agreement. Company further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) that apply to Company as the result of Company's performance of the work or services pursuant to the terms of this Agreement.

9. GOVERNING LAW AND VENUE, JURY TRIAL WAIVER, ATTORNEY'S FEES. The laws of State of Utah (without regard to its conflicts of law provisions) govern all matters arising out of or relating to this Agreement. The parties each consent to the exclusive jurisdiction and venue of the federal or state courts located in Salt Lake County, State of Utah for any legal suit, action, or proceeding arising out of or relating to this Agreement. The parties waive any right to trial by jury in any action arising out of, in connection with, or in any way related to this Agreement. The prevailing party in an action brought against the other to enforce the terms of this Agreement or any rights or obligations hereunder, will be entitled to receive its reasonable costs and expenses of bringing such action including its reasonable attorney's fees in addition to any other recoverable damages.

10. LICENSES. If a license of any kind, which term is intended to include evidence of registration, is required of Company, its representatives, agents or subcontractors by law, Company warrants that such license has been obtained, is valid and in good

standing, and that any applicable bond has been posted in accordance with applicable laws and regulations.

11. CONFIDENTIAL INFORMATION.

a. The parties agree that they may exchange confidential, proprietary information related to this Agreement, including email addresses, trade secrets, know-how and confidential information (collectively "**Confidential Information**"). Each party agrees to use the other party's Confidential Information solely for the purposes contemplated by this Agreement. Confidential Information shall include the terms and existence of this Agreement. During the Term of this Agreement and at all times after its termination, each party and its employees and agents shall maintain the confidentiality of the Confidential Information of the other party and not sell, license, publish, display, distribute, disclose or otherwise make available such Confidential Information to any third party nor use such Confidential Information except as authorized by this Agreement. Neither party shall disclose any such Confidential Information other than to employees, agents and permitted contractors of such party who reasonably need to know such Confidential Information in connection with the exercise of rights or the performance of obligations under this Agreement without the prior written consent of the other party. For purposes of this Agreement, the identity of Company's service providers, clients and business partners and relationships is Company's Confidential Information and shall be treated in accordance with this section.

b. Notwithstanding the foregoing, provided that the receiving party uses reasonable efforts to give the disclosing party reasonable advance notice thereof so as to afford the disclosing party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure, either party may disclose Confidential Information: (i) as required by a properly authorized and authenticated governmental request; (ii) in response to a subpoena or court order; (iii) to comply with applicable laws, rules or regulations; or (iv) in response to an investigation of fraud regarding a specific consumer. The obligations of the parties set forth herein shall not apply to any information that: (a) is in the public domain at or after the time it was disclosed by the disclosing party to the receiving party through no fault of the receiving party; (b) was rightfully in the receiving party's possession free of any obligation of confidentiality at or after the time it was communicated to by the disclosing party; (c) is disclosed with the prior written approval of the disclosing party; (d) is independently developed by the receiving party without reference to or use of the Confidential Information; (e) is or becomes available to the receiving party from a person other than the disclosing party or any of its representatives who is not bound by an obligation to maintain the confidentiality of such information; (f) is necessary to disclose in order to establish the rights of either party under this Agreement; or (g) is required to be disclosed pursuant to an order or requirement of a court, administrative agency or governmental body, provided that the receiving party shall promptly notify the disclosing party of the facts thereof to enable the disclosing party to seek a protective order or otherwise prevent or restrict disclosure of such information, and upon request of the disclosing party, shall reasonably cooperate with the disclosing party (at the disclosing party's sole cost and expense) to obtain such protective order or other appropriate remedy. In the event that no such protective order or other remedy is obtained, or the disclosing party waives compliance (in whole or in part) with the terms and conditions of this Agreement, the receiving party shall disclose only that portion of the Confidential Information that is required to be disclosed and shall use all reasonable efforts to ensure that all Confidential Information that is disclosed, shall be accorded confidential treatment.

12. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTY. Except as expressly set forth in this Agreement, Company makes no warranties and expressly disclaims all warranties, express or implied, as to the subject matter of this Agreement, including implied warranties of merchantability and fitness for a particular purpose. Company shall not be liable for any Services provided, including but not limited to the content thereof. COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, VENDORS AND SUPPLIERS PROVIDE THE SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, VENDORS AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to Merchant. This warranty gives Merchant specific legal rights and you may also have other legal rights that vary from state to state.

IN ADDITION, COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AND DISCLAIMS ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF COMPANY. NOTWITHSTANDING COMPANY WILL EMPLOY CURRENT "BEST PRACTICES."

IN NO EVENT SHALL COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, VENDORS AND SUPPLIERS, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES RESULTING FROM ANY CLAIM ARISING OUT OF, OR RELATED TO, THIS AGREEMENT AND/OR USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE. COMPANY'S LIABILITY IS LIMITED TO THE LESSER OF (A) THE PAYMENTS MADE BY MERCHANT TO COMPANY IN THE 6 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) ONE-THOUSAND DOLLARS

(\$1,000.00).

13. RELATIONSHIP BETWEEN THE PARTIES. This Agreement does not create an agency, joint venture, partnership, fiduciary relationship, or any similar relationship between the parties, and neither party has the right or authority to act for, or on behalf of, the other party.

14. PROPRIETARY RIGHTS. Any and all inventions, discoveries, patent applications, patents, copyrights, trademarks and tradenames, commercial symbols, trade secrets, and information embodying proprietary data existing and owned by Company as of the date of this Agreement shall be and remain the sole and exclusive property of Company. Merchant acknowledges and agrees that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Merchant further acknowledges and agrees that the content or information presented to the Customer through the Service may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except where expressly provided otherwise by Company, nothing in the Service or the Agreement shall be construed to confer any license or any intellectual property rights to Merchant or any of Merchant's Customers, whether by estoppel, implication, or otherwise. Without limiting the generality of the foregoing, any names or trademarks of the Software and Services, Company service marks, logos and product service names are marks of Company. Merchant agrees not to display or use the Company marks except in accordance to the provisions of this Agreement.

15. NON-COMPETITION. In consideration of the terms of this Agreement, Merchant agrees that during the one (1) year period immediately following the termination of this Agreement, Merchant shall not engage in any business or practice that competes with the business of Company. For the purposes of this Agreement, the phrase "engage in any business or practice that competes with the business of Company" means and includes Merchant engaging in the Company's business: (a) as an individual anywhere in the Restricted Area, or (b) directly or indirectly as a proprietor, owner, partner, principal, agent, member, director, manager, employee, independent contractor of any entity, group or person that comprises or engages in the Company's business anywhere in the Restricted Area. The term "**Restricted Area**" means the United States of America.

16. NON-SOLICITATION. Merchant shall not, directly or indirectly, during any portion of the Term or during one (1) year period immediately after the end of the Term and termination of this Agreement, call on, solicit, or transfer any of Company's customers, vendors, clients, employees, independent contractors, resources, personnel, Vendors, Settlement Banks, other downline referred business entities or otherwise to any office of Company which is engaged in a business or practice that competes with the business of Company. In the event Merchant violates this section of the Agreement, Company has the right to obtain injunctive relief and any financial gain made by Merchant from the breach of this section.

17. SURVIVAL. Any term or provision of this Agreement, the survival of which is necessary in order that such terms and provisions are given full force and effect and afforded any and all remedies set forth herein or therein, or templated thereby, including not limited to Confidentiality and Proprietary Rights, will survive the termination of this Agreement, regardless of the date, cause, or manner of such termination.

18. NOTICES. All notices provided for in this Agreement shall be given in writing and shall be effective as follows: (a) when served by personal delivery; (b) three (3) days following deposit, postage prepaid by United States registered or certified mail addressed as provided herein; (c) one (1) day following dispatch via an overnight delivery service such as UPS, Federal Express or similar carrier; or (d) when dispatched via facsimile or other electronic transmission provided that the means of delivery requires a signature or other confirmation of delivery.

Notice shall be given at the following addresses:

Convenient Payments LLC
d/b/a "IntelliPay"
12884 S Frontrunner Blvd Ste 220
Draper, UT 84020

Merchant Name:

19. GENERAL. No delay or failure by either party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of fact or any other right, unless otherwise expressly provided herein. Merchant may not assign, delegate, or subcontract any rights, obligations or duties hereunder without Company's prior written consent. With the exception of those fees listed in Exhibit A which may be modified by Company in its sole discretion, this Agreement may only be amended or modified by a written agreement between the parties; provided however, notwithstanding the foregoing, this Agreement may be unilaterally amended by Company if such amendment is mandated by a Card Brand, NACHA, any Settlement Bank, its Vendors or by law. If any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed

that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this agreement so as to render it valid, reasonable and enforceable. The obligations the incurred prior to the termination date of this Agreement shall survive the termination of this Agreement. Neither party is liable or responsible for any failure or delay in performance caused by acts of God, strikes, flood, fire, war, public enemy, electrical or equipment failure, failures by third parties, or other events beyond its control. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations or warranties not set forth herein. The parties are deemed independent contractors and will not be considered agents, joint ventures, or partners of the other. Nothing in this Agreement or in the course of the dealing of the parties will be construed as authorizing either party to obligate or bind contractually, in liability, or otherwise, the other party with the exception of the obligations of this Agreement. Any notice or other communication given under this Agreement will be sent via hand-delivery or nationally-recognized courier and addressed and sent to that party at its address as specified in this agreement. Notices and communications will be effective on the date of actual receipt.

20. **Money Transmission** - Money transmission services provided by Priority Technology Holdings, Inc., directly or through its subsidiary Finxera, Inc. (NMLS #1168701), or its authorized affiliates and contractors.

The parties have executed this agreement as of the dates set forth below:

Convenient Payments, LLC, d/b/a "IntelliPay"	Merchant:
Signed:	Signed:
Name:	Name:
Title:	Title:
Date:	Date:

Merchant ACH Processing Authorization Form

The undersigned hereby authorizes the Company to credit or debit the following bank account(s) during the term of this authorization for cash receipts, adjustments, chargebacks, returns, rejects, processor fees, damaged, lost, or stolen equipment provided by the Company to Merchant, communication expenses and or other miscellaneous fees and expenses from the operation of an electronic data capture device (ATM/POS/EBT/Currency/Stored Value/eCheck or other items of value). These credits and debits will be facilitated by use of the Automated Clearing House (ACH). Point of Service (POS) transactions are settled by Company where the payment amount is directly settled into the Merchant's business checking account (DDA) by the Settlement Bank. This authorization is valid from the effective date hereof until such time as this authorization is terminated in writing by the undersigned and shall remain effective after termination with respect to amounts owed by Merchant to the Company on the date of termination. The entity whose merchant name appears below hereby indemnifies the named financial institution harmless of any and all such claims made or asserted by either party hereto. This authorization may be assigned in whole to a third party to this agreement.

The undersigned hereby represents and warrants the following signature(s) have been authorized to execute and deliver bank drafts from the following bank account.

Agreed to on this _____ day of _____, 2026.

Merchant Information

Merchant Legal Name: _____

Tax ID #: _____

Address: _____

Phone: _____ Fax: _____

Contact Name: _____ Title: _____

Email: _____

ACH/DDA Information: Financial Institution

Financial Institution Name: _____

ABA/RT#: _____

Account #: _____

Authorized Signature on above Bank Account

Second Authorized Signature on above Bank Account (if applicable)

X _____

X _____

Please attach Voided Check or Bank Letter (Signed by Bank Rep)

Exhibit A: Payment Types and Fees

Check the box for the payment options Company is requesting:

Chargeback/Return

Credit card, debit card, electronic check, and IVR fees are those fees incurred by the Company on each transaction which are comprised of interchange, assessments, and transaction fees levied collectively by the Card Brands, Settlement Bank and Third- Party Processor. Company agrees to substantially defray these third party-processing fees with Merchant only being responsible to pay Company that portion of these fees as shown below, "Fees Paid by Merchant per Transaction."

Fees Paid by Merchant			
Fee Description	ACH or eCheck	Visa/Mastercard	All Other Card Types
Insufficient Funds (per occurrence)	\$5.00		
ACH Reject Fee (per occurrence)	\$25.00		
Card Retrievals (per occurrence)		\$15.00	\$15.00
Card Chargebacks (per occurrence)		\$30.00	\$30.00

Payment Type Selection & Fee Schedule

The amount of the consumer fees (Fees) that are charged separately to Customer from amounts due to Merchant and may change from time to time. However, if a change is necessary, the Company will provide notification to the Merchant in no less than ten (10) business days prior to any such changes to consumer fees.

Card Fee:

\$1.50 under \$60

2.49% over \$60.01

Card Types - Visa, Mastercard, Discover and American Express

ACH Processing: \$1.50

Business Type: Government / Education

Exhibit B: Software Access Fee

Company will provide payment applications to the Merchant for a monthly fee. These applications may include in-person, over-the-phone, virtual, online, or interactive payment options.

- Software Fee per Merchant Account: \$0.00/Mo.

Exhibit C: Equipment & IntelliPay Configuration

Equipment: If ordering equipment, the individual IntelliPay Equipment form must be completed.

Requested Intellipay Solutions	Yes or No ? (x)
Online Payment Page	
One Terminal – Ecomm (Keyed in Payments)	
One Terminal – Retail (Augusta EMV Reader)	
One Link – Emailed Link (Included with services)	
One Link – Text to Pay (Require additional costs)	
Custom Integration	
Mobile App	
Does this merchant need NDF for Credit Card? If so, please provide batch close time: _____	

ACH/ Echeck Information	Answers
# of Transactions a month	
Average Transaction amount	
Largest One-time Transaction amount	
Transaction volume per month	
ACH Descriptor (Max 16 Characters)	
ACH Transaction Types	Mark the type of ACH transactions below
PPD – Prearranged Consumer Debits	
CCD – Corporate Credit or Debit	
TEL – Received via Phone	
WEB – Received via Online	

Exhibit D: Prohibited and Restricted Business Types

The following Business types are prohibited

- | | |
|--|-------------------------------|
| 1. Adoption Agencies (non or for profit) | 18. Mortgage Companies |
| 2. Adult Entertainment / Pornographic / Adult Material | 19. Neighborhood Party Sales |
| 3. Collection Agencies | 20. Nutraceutical Companies |
| 4. Companies headquartered outside the United States | 21. Online Customer Finance |
| 5. Companion or Escort Services / Sexual Encounter Agencies | 22. Online Dating Services |
| 6. Consulting Firms Operating in get rich schemes, credit repair, & debt reduction, mortgage reduction services, investment programs | 23. Outbound Telemarketing |
| 7. Credit Restoration / Repair Services | 24. Payday Lending |
| 8. Door-to-Door Sales | 25. Protection Services |
| 9. Drug Paraphernalia | 26. Pseudo - Pharmaceuticals |
| 10. E-Cigs / Tobacco Distributor | 27. Psychics |
| 11. Factoring | 28. Pyramid / Mid-Level Sales |
| 12. Flea Markets | 29. Sports Forecasting |
| 13. Gambling / Lotteries / Raffles | 30. Tattoo Parlors |
| 14. Gun Sales | 31. Tax Anticipation Programs |
| 15. Law Firms engaged in bankruptcy | 32. Time Share |
| 16. Mailing Lists | 33. Travel Agencies |
| 17. Massage Parlors | 34. Virtual Coin / Bit Coin |

The following company types are restricted and require additional underwriting by Company

- | | |
|---|---|
| 1. Airlines | 24. Import/Export |
| 2. As Seen on TV/Lifetime Guarantees | 25. Inbound Telemarketing |
| 3. Auctions | 26. Internet Fulfillment Houses |
| 4. Auto Rental Agencies & Auto Sales | 27. Investment Opportunities |
| 5. Bail Bond Services | 28. Limousine or Tax Services |
| 6. Bars/Tavern (not serving food) | 29. Long Distance Providers / Network Providers |
| 7. Business Loans | 30. Mall Kiosks |
| 8. Cable Boxes | 31. Merchant Cash Advance |
| 9. Checking Cashing Institutions | 32. Modeling Agencies / Talent Booking Agencies |
| 10. Computer Hardware & Software (Retail) | 33. Network Providers |
| 11. Consignment Stores | 34. Novelty/Replica Collectibles |
| 12. Consumer Loans/Leases | 35. Pawn Shops |
| 13. Contractors/Home Repairs | 36. Precious Metal or Stamps |
| 14. Cooperative Discount Groups | 37. Prepaid Services |
| 15. Credit Card Protection | 38. Real Estate Services |
| 16. Employment Agencies | 39. Resort Land Promotions / Sale of Real Estate |
| 17. Forward Deliveries | 40. Resume Preparers |
| 18. Forward Delivery Providers | 41. Student Loan Assistance Companies / Government Grants |
| 19. Freight Forwarders | 42. Talent Booking Agencies |
| 20. Furniture Sales | 43. Technology Support/Cloud Storage |
| 21. Hair Growth and/or Replacement / Vitamin & Supplement Sales | 44. Telephone Cards |
| 22. Health Spas / Clubs (Except Country Clubs) | 45. Third Party Processor / Third Party Sender |
| 23. Home Based Charities | 46. Water Purification |