SUMMARY OF KEY ELEMENTS OF THE AGREEMENT

Effective Date	Date of electronic click to agree
Acquirer	Shift Next Level Innovations Inc. (operating as Lynnbrook) 15 Toronto Street, Suite 501, Toronto, ON M5C 2E3, Canada
Payment Processor	PayPal Canada Co. MaRS Centre, West Tower, 661 University Avenue, Suite 506 Toronto, ON M5G 1M1, Canada
Cancellation	Merchant may cancel without penalty at any time, by providing 30 days' written notice
Complaint Handling Procedures	Complaints may be submitted in accordance with the Complaint Handling Policy available at Lynnbrookgroup.com/Canada
Statements	Statements may be accessed online at Lynnbrookgroup.com/Canada; contact Lynnbrook Support at Support@lynnbrookgroup.com for more information.
Code of Conduct for the Payment Card Industry in Canada	The *Code of Conduct* provides increased pricing transparency, flexibility, and choice for merchants with respect to accepting payment cards. It sets out several rights that merchants have in relation to their agreements and their statements for payment card processing services. All payment card networks operating in Canada have adopted the Code. More information about the Code of Conduct can be found here: Code of Conduct for the Payment Card Industry in Canada - Canada.ca

This summary does not replace the full agreement. Merchants should review all terms before signing.

COST PER TRANSACTION DISCLOSURE

Card Type	Card-Not-Present
Visa	2.79% + $0.25
Mastercard	2.79% + $0.25
PayPal & Apple Pay	2.99% + $0.25
AmEx	3.49% + $0.25
Pay Later	3.49% + $0.25
International	3.99% + $0.25

OTHER FEES

Fee Type	Amount	Frequency
Monthly Account Fee	$0	Monthly
Minimum Monthly Fee $0		Monthly
Terminal Rental	$0	Monthly
Terminal Purchase	$0	One-time
PCI / Compliance Fee	$0	Annual
Chargeback Fee	$25	Per occurrence
Retrieval / Inquiry Fee	$0	Per occurrence
Refund Fee	$0	Per transaction
Statement Fee	$0	Monthly
Account Closure Fee	$0	One-time

MERCHANT AGREEMENT

Canada Processing Agreement

This Canada Processing Agreement ("**Agreement**") is a legal agreement between Shiftsuite Inc. ("**Shiftsuite**") a property management platform (operating as "Lynnbrook"), and the business entity ("**Merchant**") set forth on the Merchant Application ("**Merchant Application**"). This Agreement governs Merchant's use of Shiftsuite's services ("**Services**") and must be agreed to in order to use the Services. This Agreement includes and incorporates the terms set forth below, the Merchant Application, one or more addenda below, and any ancillary exhibits, attachments, documents, or terms referenced in or incorporated into any of the above documents.

1. By clicking "I Agree," "Accept," or any similar button, checkbox, or link presented in connection with this Agreement (the "Acceptance"), Merchant:

    - acknowledges that it has reviewed and understand this Agreement; and
    - agrees to be legally bound by its terms on behalf of itself and, if applicable, the entity Merchant represents.

    Merchant's acceptance constitutes an electronic signature which is the legal equivalent of a handwritten signature.

    Merchant represents and warrants that it has full legal capacity to enter into this Agreement.

    This Agreement becomes effective on the date and time of Merchant's acceptance (the "**Effective Date**"). Digital records maintained by Shiftsuite regarding the Acceptance Action shall be conclusive evidence of such action and the Effective Date. Merchant should download or print a copy of this Agreement for Merchant's records. If Merchant cannot access or retain an electronic copy, do not Accept. This Agreement may be amended as permitted under Section 55. Continued use of the Services after any amendment constitutes Merchant's acceptance of the amended terms.

    The Services offered pursuant to an "Addendum" are incorporated into and made part of this Agreement. Each Addendum supplements this Agreement, and any other applicable documents included in this Agreement, and governs Merchant's use of the Services covered by such Addendum Terms.

2. **PAYPAL Processing**.
Shiftsuite partners with PayPal to provide you with payment processing services. When you process payments in Canada you agree to the PayPal Platform Seller Agreement available here: PayPal Platform Seller Account Agreement – Canada, as may be amended by PayPal from time to time (the "**PayPal Terms**"). Merchant acknowledges and agrees that it has a direct relationship with PayPal, and is subject to the PayPal Terms. Shiftsuite provides the "Platform" as referred to in the PayPal Terms, and your relationship with Shiftsuite is governed by this Agreement.

    2.1. When Merchant agrees to the terms of the Agreement, Shiftsuite will accept Merchant's acknowledgement, acceptance, and agreement to the of the PayPal Terms . Shiftsuite does not act as an agent of PayPal in any other way.

    2.2. Merchant acknowledges that any payment to be processed by PayPal will be processed in accordance with the PayPal Terms.

    2.3. Shiftsuite may partner with different third party payment processors from time to time, in which case Shiftsuite will provide you with such other third party processors' terms for acceptance.

3. **DELAYED PERFORMANCES.**
Exchange of goods or services for a transaction may not occur at the time of payment transaction, but instead may be delayed to a later time (e.g., in the case of a vacation booking transaction, upon guest check-in, guest check-out, or a reasonable time thereafter) (such later time being the "**Delayed Performance**"). Shiftsuite may determine the precise timing and exact definition of Delayed Performance, in conformity with this Agreement, in its reasonable discretion. Merchant acknowledges that a Delayed Performance may present increased risk of reversal. Merchant therefore agrees that proceeds

from any transaction involving a Delayed Performance may be withheld from Merchant until the Delayed Performance for said transaction occurs. If Merchant is in the lodging of short-term vacation rental industry, Merchant agrees that Shiftsuite may offer alternative funding models, at Shiftsuite's sole discretion, that would allow Shiftsuite to move Merchant's to alternative funding models without restriction. For exemplary purposes only, Shiftsuite may move a Merchant from funding at the time a reservation is made to an alternative funding model that would provide for funding at the time a person checks in to the place of lodging or short-term rental.

4. **RESERVES**.
Shiftsuite reserves the right to require additional reserves or impose other conditions on Merchant in Shiftsuite's sole discretion, including but not limited to cash collateral, guarantors, additional underwriting, or any condition required by the Rules or Card Brands. Merchant will not be entitled to any interest on amounts held in a reserve account.

5. **ERRORS AND CORRECTIONS.**
If, at any time, Shiftsuite determines that funds have been credited or paid to Merchant in error, as a result of fraud, or in any manner that results in Merchant receiving funds to which it is not entitled, Shiftsuite shall have the right, in its sole discretion, to recover such funds in accordance with applicable Law and the Rules. Merchant agrees to promptly notify Shiftsuite upon discovery of any funds received through the Services in error or to which Merchant is not entitled. Merchant further agrees to fully cooperate with Shiftsuite in the investigation and recovery of such funds, including but not limited to providing information, authorizations, and access to accounts as reasonably requested. Upon notification to Merchant of the erroneous or unentitled payment, Merchant shall return such funds to Shiftsuite within five (5) business days, or within such other period as may be specified by Shiftsuite in writing. Failure to return such funds within the specified period shall constitute a material breach of this Agreement. In addition to any other remedies available at law or in equity, Shiftsuite may offset the amount of any funds recoverable under this Section against any amounts otherwise payable to Merchant under this Agreement, or pursue legal action to recover such funds, including the recovery of costs and attorneys' fees incurred in connection therewith. The provisions of this Section shall survive the termination or expiration of this Agreement.

6. **VERIFICATION.**
Merchant authorizes Shiftsuite to make business and personal credit inquiries (including, but not limited to, credit reports for Merchant's directors, officers, principals, and Beneficial Owners (defined below)), identity-verification inquiries, validation of bank account ownership, status of any of such accounts, the current and historical bank or other financial institution account balances, transaction-verification inquiries, and any other inquiries required by Rules, Laws, or Policies, for evaluating the fraud and credit risk associated with Merchant, or otherwise considered necessary or desirable by Shiftsuite relating to this Agreement, and to provide any information and documentation to Sponsor Bank and/or the Card Brands as required by them, including but not limited to transaction information, financial information, personal information, credit reports, and copies of any and all other materials in Shiftsuite's possession, and to use open banking platform services to connect to Merchant's banks. Merchant also authorizes any person or credit reporting agency to compile information to answer those inquires of Shiftsuite and to furnish all requested information to Shiftsuite, Sponsor Bank and/or the Card Brands. Merchant agrees to include the address of its permanent establishment on its website and prominently inform its customers of its identity at all points of interaction in using the Services. Merchant represents and warrants that it has obtained, and will provide to Shiftsuite upon request, written instructions and authorization from each such individual that makes up the Beneficial Owner for Shiftsuite to obtain (and for a consumer reporting agency to provide) such information including consumer reports of such individual to Shiftsuite. Such individual shall also authorize Shiftsuite's sharing of information of such individual in connection with obtaining such consumer reports from the consumer reporting agencies and other third party service providers who conduct background and identification screening. Merchant agrees to cooperate with and provide Shiftsuite with any information or documentation needed for the Shiftsuite to obtain such information from consumer reporting agencies, and agrees that it will comply with all applicable requirements under all applicable state and federal laws and regulations. For purposes of this Agreement, "**Beneficial Owner**" means any person who either directly or indirectly owns or controls at least 25% or more of Merchant's ownership interests as well a person who exercises substantial control over Merchant. There must be at least one Beneficial Owner identified.

7. **SCREENING ACTIVITIES.**
Merchant shall cooperate with Shiftsuite in connection with Screening Activities involving Merchant and its Customers. "**Screening Activities**" means the process by which Shiftsuite (and, where applicable, its third-party providers) screens Merchant and its Customers to: (a) determine and verify identities; (b) assess the nature of Merchant's business and confirm that the Services are used for payments associated with normal and expected business operations of Merchant including rental payments for Cash Processing Services; (c) evaluate credit and fraud risk; and (d) conduct such other screening or review reasonably necessary to ensure performance of the Services in compliance with Laws, Rules, and Policies and the applicable addenda. Screening Activities may include checks against Canadian sanctions lists, the U.S. Department of the Treasury Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List and other applicable sanctions lists (collectively, the "OFAC List"), as well as more in-depth reviews and confirmation regarding potential or exact matches. Merchant acknowledges and agrees that Shiftsuite shall immediately report any exact Canadian sanctions list or OFAC List match to appropriate authorities and take any other action required by Law or as directed by governmental authorities. Shiftsuite may suspend or terminate access to any portion of the Services and may reject any Transaction if Shiftsuite determines, in its sole discretion, that a Merchant or Customer is a confirmed positive match on a Canadian sanctions list or the OFAC List or that continued processing presents an undue credit, fraud, or sanctions risk.

8. **CONSENTS.**
Merchant and the persons listed in the preceding Section authorize their wireless operator to disclose their mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber details, if available, to Shiftsuite and its agents and service and software providers for the

duration of the business relationship, solely for identity verification and fraud avoidance. Merchant and the persons listed in this Section also agree to the terms set forth in the following link: https://solutions.yodlee.com/ecosystem.html.

9. DATA OWNERSHIP AND USE.

Shiftsuite will own all data associated with Merchant's use of the Services. Merchant grants Shiftsuite a perpetual, irrevocable, sub-licensable, assignable, worldwide, royalty-free license to use, reproduce, electronically distribute, and display this data for the following purposes: (a) providing and improving the Services; (b) internal usage, including but not limited to, data analytics so long as such data is anonymous and aggregated with other merchant data; (c) complying with legal requirements and assisting law enforcement agencies; and (d) any other purpose for which Merchant provides consent. Shiftsuite may provide copies of all such data to those third-party service providers and processors who facilitate the Services, Sponsor Bank, the Card Brands, and for any given transaction to the financial institution which issued the Card. Shiftsuite may also use or disclose all such data as necessary to enforce its rights under this Agreement. Merchant will not use any transaction information or cardholder information for any purpose not authorized by this Agreement or disclose any such information to any third party without Shiftsuite's prior written consent. Merchant acknowledges and agrees that for the purposes of providing the Services and in accordance with applicable data protection laws, Merchant acts as the Data Controller (the organization with primary accountability for the Personal Data) and Shiftsuite acts as a Data Processor (the service provider) when processing Personal Data on behalf of the Merchant.

10. REQUIRED INFORMATION.

In order to use the Services, Merchant must provide Shiftsuite with the information and documentation Shiftsuite requests in connection with the Merchant Application or at any time during or after the term of this Agreement, including but not limited to information relating to Merchant's identity, customers, transactions, financial statements, tax returns, and any other information set forth in this Agreement. Shiftsuite may request that Merchant provide its financial statements and other information more frequently than annually. Merchant will provide accurate and complete information and keep the information up-to-date by immediately notifying Shiftsuite of any change in such information. Merchant will not present any information in a manner which is misleading. Shiftsuite relies on this information for underwriting and to meet its obligations under applicable Laws, Rules, and Policies, and other regulatory requirements. On an ongoing basis, Merchant will provide Shiftsuite with the current address of each of its offices, all "doing business as" (DBA) names it uses, and a complete description of goods sold and services it provides. If the scope or nature of Merchant's business or the type of products or services Merchant offers changes, or if Merchant is subject to any change in control (whether through the issuance, sale, or other transfer of ownership interests), Merchant must notify Shiftsuite at least 30 days prior to the effective date of such change. Merchant is liable to Shiftsuite for all losses and expenses incurred by Shiftsuite, the Sponsor Bank, or any third party arising out of Merchant's failure to report changes to Shiftsuite. Shiftsuite reserves the right to decline the submitted Merchant Application for any or no reason. If Merchant is in the lodging or short term vacation rental industry, Merchant agrees to furnish to Shiftsuite: (i) a copy of the standard terms and conditions (or contract) used for each vacation booking; (ii) daily reservation booking data, including but not limited to any insurance coverages that apply, reservation booking date, arrival date, checkout date, cancellation deadline, cancellation date, and advanced payments or refunds applied to each reservation,(iv) to furnish a stable connection to any open banking platform services utilized by Shiftsuite under this Agreement and (v) maintain bank balances that are equal to or greater than their future reservations.

11. **FEES.**

Merchant will pay the Fees for the Services as set out in the fee disclosure that was provided to you. Shiftsuite may introduce additional Services which are not included in the Fees. If Merchant chooses to use the new Services, Merchant will be charged the then-current rate for those Services. Additional fees, surcharges, or markups may be charged by the provider of Merchant's software solution and will be set forth in the agreement between Merchant and the provider of Merchant's software solution. Shiftsuite or its affiliates shall be permitted to charge Merchant for third party services utilized by Merchant. Merchant will be invoiced for the Fees. All amounts due to Shiftsuite from Merchant, including without limitation fees, Chargebacks, credits, returns, refunds, fines or assessments imposed by Card Brands, charges associated with compliance cases, insufficient fund fees, penalties, loss allocations, other losses or damages, and all other amounts incurred by Shiftsuite or Sponsor Bank pursuant to this Agreement or Merchant's use of the Services (whether from the Card Brands or any third party) will be Merchant's sole responsibility and will be, at Shiftsuite's or Sponsor Bank's sole discretion: netted out from funds due Merchant under this Agreement; withdrawn from Merchant's Bank Account (such amounts to be withdrawn when due and/or on a periodic basis specified by Shiftsuite, in accordance with your Pre-Authorized Debit Agreement); paid to Shiftsuite by Merchant immediately upon demand (by wire transfer or such other method specified by Shiftsuite); or billed and collected by the provider of the software service provider used by Merchant on behalf of Shiftsuite or Sponsor Bank. If any setoff or withdrawal is not sufficient to cover all amounts then due, Merchant shall pay to Shiftsuite all remaining amounts immediately upon demand by wire transfer or such other method specified by Shiftsuite. Shiftsuite may suspend the Services and stop releasing funds to Merchant until Merchant pays all Fees and other expenses. Merchant may be granted processing credit, which may only be used to offset Fees Merchant may owe to Shiftsuite, and Shiftsuite may cancel any such processing credit. If Shiftsuite or its third-party service providers are required to investigate, assist, or respond to Merchant or governmental agencies' inquiries about the Services provided to Merchant or any transaction thereunder, Merchant will pay to Shiftsuite an administration fee equal to the number of hours expended by Shiftsuite in such efforts multiplied by an hourly rate of $200, plus actual attorneys' fees incurred by Shiftsuite. Fees may be increased, or new fees may be added, by Shiftsuite upon 30-60 days' prior written notice. Shiftsuite will also provide you with 30-60

days' notice of any reduction in applicable domestic Card Brand core fees that are applicable to Merchant's transactions that are not passed on in full to Merchant.

12. BANK ACCOUNT.

Merchant will establish and maintain a Bank Account to facilitate the transfer of amounts due Merchant from Card transactions. This account must be a chequing account at a bank reasonably approved by Shiftsuite. Merchant authorizes Sponsor Bank and Shiftsuite to credit monies due to Merchant to this account and also to debit this account for any and all fees, expenses, and other amounts due to Shiftsuite or Sponsor Bank, in accordance with your Pre-Authorized Debit Agreement. Merchant will maintain a balance in such account sufficient to cover all of Merchant's obligations under this Agreement. This authorization will remain in place during the term and after termination of this Agreement until all of Merchant's obligations to Shiftsuite have been paid in full. Merchant will not change such account without providing Shiftsuite 30 days prior written notice and obtaining Shiftsuite's prior written approval. Any change in account information may not be effective for up to 30 days following Shiftsuite's receipt of Merchant's notice of such change. Merchant will be charged an NSF fee for each transaction attempted by Shiftsuite or Sponsor Bank which is rejected for any reason, such fee to be the amount set forth on the Merchant Application. Merchant will not, directly or indirectly, block, prevent, or otherwise preclude Shiftsuite from debiting the Bank Account in accordance with this Agreement. Deposits made to the Bank Account are provisional and may be reversed or charged back by Shiftsuite until the settlement of such deposited amounts cannot be reversed, returned, refunded, or charged back under the Rules applicable to such transaction. Shiftsuite and Sponsor Bank will not incur any liability for any loss, costs, or fees incurred by Merchant that are the result of such debits by Shiftsuite or Sponsor Bank. If a financial institution name and number are incorrect or inconsistent, Shiftsuite may rely on the identifying number alone, even if the number identifies a financial institution, person, or account other than the one named. Shiftsuite will not, and has no obligation to, confirm the validity of the transaction. In accordance with all applicable Laws, Rules, and Policies and for anti-fraud and anti-money laundering purposes, Shiftsuite reserves the sole and exclusive right to review any electronic transfer of funds to or from Merchant's account before releasing the funds and to refuse any transfer of funds, Chargebacks, or other credit at Shiftsuite's sole discretion.

13. **TAXES**.

All Fees are exclusive of taxes, unless otherwise indicated. Merchant is solely responsible for, and will indemnify and hold Shiftsuite harmless from, payment of all applicable taxes and duties (only excluding taxes levied on Shiftsuite based on its own net income). Unless otherwise indicated, all fees must be paid in Canadian dollars.

14. **DISPUTES**.

The parties will promptly investigate any billing disputes under this Agreement. Merchant disputes must be made in good faith and in writing within 30 days of the billing statement date. If written objections are not received by Shiftsuite within such 30-day period, all such fees billed will be deemed accepted, and all claims regarding such invoices will be deemed waived. All fees are to be paid by Merchant in full, without set-off or deduction. Merchant's failure to pay invoiced amounts may result in termination of this Agreement and/or the suspension of Services.

15. PAYMENT TERMS.

Merchant authorizes Shiftsuite or its designees to initiate debits and, to the extent any amounts are payable from Shiftsuite to Merchant under this Agreement, credits, from and to the Bank Account for all fees and amounts due under this Agreement in accordance with your Pre-Authorized Debit Agreement. Merchant will ensure that sufficient funds are in such account to pay all amounts due to Shiftsuite. Merchant will fill out, execute, and provide to Shiftsuite any additional authorization form or other documentation requested by Shiftsuite. Your Pre-Authorized Debit Agreement will remain in full force and effect until all amounts owed to Shiftsuite have been paid, or until Merchant withdraws or cancels such authorization by written notice to Shiftsuite. If the Bank Account is changed, Merchant will update Pre-Authorized Debit Agreement accordingly. Furthermore, Merchant's obligation to pay all amounts due to Shiftsuite under this Agreement shall survive termination of this Agreement and will apply to all amounts incurred in connection with this Agreement or Merchant's use of the Services, whether such amounts are incurred before or after termination of this Agreement. All amounts due to Shiftsuite will be paid by Merchant without setoff or deduction, and will be due on the earlier of the due date set forth on any invoice or the date Shiftsuite originates a debit from Merchant's depository account. Any amounts due from Merchant but not received by Shiftsuite will accrue interest, which will be due and payable by Merchant to Shiftsuite, at the lesser of one and a half percent (1.5%) per month (18% per annum) or the highest rate allowed by Law.

16. PROCESSING MINIMUMS.

There are no monthly processing minimums, but Shiftsuite may in its sole discretion assign a maximum dollar amount per sales ticket and an aggregate maximum dollar amount of transactions per calendar month. Merchant may request to increase these limits, but any increase shall be at Shiftsuite's sole discretion. Shiftsuite may also decrease such maximum amounts at any time, even if such amounts were previously authorized or increased. If Merchant submits one or more transactions which would cause Merchant to exceed any maximum set by Shiftsuite, Shiftsuite may at its sole discretion either: (a) process the transactions; (b) process the transactions but cause all or a portion of the proceeds of such transactions to be placed in a Reserve Account (defined in the Card Processing Addendum); or (c) return a decline code for each such transaction.

17. CONFIDENTIAL INFORMATION.

In the course of this Agreement each party may be exposed to confidential or proprietary information of the other party ("**Confidential Information**"). Each party agrees to keep in strict confidence all Confidential Information disclosed by one party ("**Discloser**") to the other party ("**Recipient**"), whether in written, oral, visual, or any other form, that the

Discloser or its respective officers, directors, employees, and agents (collectively, "**Representatives**") designates as confidential at the time of disclosure or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure, including, without limitation, Personal Data and sensitive Personal Data (as defined under applicable data protection laws), ("**Confidential Information**"). Confidential Information includes, without limitation: source code, software, algorithms, formulas, methods, know-how, trade secrets, processes, designs, developmental work, information related to unpublished patent or trademark applications, marketing requirements and plans, business plans, financial information, customer lists, sales information, and any information relating to the Services. Confidential Information will not include information that (a) was known to a party or any of its Representatives without any obligation to protect the confidentiality of the information prior to its disclosure by the Discloser or any of its Representatives; (b) is or becomes available to a party or any of its Representatives on a non-confidential basis from a source other than the other party or its Representatives, provided that such other source is not known by a party or any of its Representatives to be bound by a confidentiality obligation to the other party with respect to such information; (c) was or becomes generally available to the public other than as a result of a breach by a party or any of its Representatives of this Agreement or any other confidentiality obligation applicable to a party or any of its Representatives; or (d) is independently developed by or for a party or any of its Representatives without use of or reference to Confidential Information. Each party agrees that it will hold all Confidential Information in confidence, not disclose, make available, or transfer any Confidential Information to any third party, other than its Representatives who have a need to know such information in connection with this Agreement, and not use or permit its Representatives to use any Confidential Information for purposes other than in connection with this Agreement. Each party agrees to use reasonable controls (but in all events at least the same degree of care and controls that it uses to protect its own confidential and proprietary information of similar importance) to prevent the unauthorized use, disclosure, or availability of, or access to, Confidential Information.

18. PERMITTED DISCLOSURES.

Recipient may disclose Confidential Information if required to do so by the Rules, law, regulation, subpoena, court order, the order of any governmental or regulatory authority, provided, however, that Recipient or such Representative will, to the extent not prohibited by the Rules, law, rule, regulation, or court order and if reasonably practicable, notify the Discloser of such requirement or use in defense of a claim, and in making any such disclosure, and at the Recipient's sole expense, use reasonable efforts to preserve the confidential nature of such information and to cooperate with the Discloser in an effort to reasonably limit the nature and scope of any such disclosure. Notwithstanding anything to the contrary contained in this Agreement, Recipient and its Representatives may disclose Confidential Information, without notice to the Discloser, to the Card Brands, its auditors and to any governmental or regulatory authority having or claiming to have authority to regulate or oversee any aspect of the Recipient's business or that of its Representatives in connection with the exercise of such authority or claimed authority.

19. REMEDIES.

Each party acknowledges that any breach of Sections 17 and 18 would result in irreparable harm to the other party, for which money damages would be an insufficient remedy, and therefore the other party will be entitled to seek injunctive relief to enforce this Agreement and such obligations without the need to prove harm, in addition to any other remedies that may be available at law or in equity or under this Agreement. The obligations of the parties under Sections 17 and 18 will survive termination of this Agreement for whatever reason and will bind the parties, their successors and assigns.

20. **RETURN OF CONFIDENTIAL INFORMATION UPON TERMINATION**.

Except as otherwise stated herein, upon termination of this Agreement, at the request of a disclosing Party, the receiving Party shall return to the disclosing Party within ten days all Confidential Information of the Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof or certify such Confidential Information's destruction. The foregoing obligation shall not be applicable to any Confidential Information that a Party is required to retain in order to comply with Law, Rules or regulations.

21. **Separate Customer Information**.

Information (other than Transaction data) generated, collected or obtained by Merchant by virtue of a person's relationship with Merchant without regard to the person's use of the Services ("**Merchant Customer Information**") is considered Merchant's property and Confidential Information. Information (other than Transaction data) generated or otherwise obtained by Shiftsuite in connection with or by virtue of a person's use of the Services ("**Shiftsuite Customer Information**") is Shiftsuite's property and Confidential Information. Information collected by Merchant solely for purposes of the Services is Shiftsuite Customer Information.

22. OWNERSHIP.

Merchant is acquiring only a nontransferable and nonexclusive right to use the Services under this Agreement, subject to payment of all amounts owing by Merchant pursuant to this Agreement. Title to and ownership of the Services, including without limitation any materials delivered to Merchant under this Agreement and any innovation, development, product, trade name, trademark, service mark, software program, or derivative thereof, developed by either party, will remain the exclusive property of Shiftsuite or its third party service providers and no right or interest in the foregoing will be transferred to Merchant, by operation of law, custom, use, or any other method. Merchant shall not rent, lease, assign, pledge, disclose, sell, sublicense, distribute, or otherwise transfer for any purpose the Services, Policies, or other information or documentation provided by Shiftsuite. Merchant shall not attempt to disassemble, decompile, reverse engineer, derive, or otherwise reproduce any part of the source code or trade secrets of the Services. Merchant shall not modify, alter, translate, or create derivative works based on the Services. Merchant will not remove any notices of proprietary or copyright restrictions from any documentation or information provided by Shiftsuite. To

the extent provided by Shiftsuite, Merchant shall not use or disclose to any third party any application program interface ("**API**") or software development kit ("**SDK**") made available by Shiftsuite, whether belonging to Shiftsuite or a third-party service provider of Shiftsuite, for any reason other than accessing the Services provided under this Agreement. Merchant will adhere to all instructions and limitations associated with and set forth in such API and SDK. To the extent Merchant uses any API or SDK made available by Shiftsuite, whether belonging to Shiftsuite or a third-party service provider of Shiftsuite, Merchant is solely responsible for the implementation of and integration of its software and systems to Shiftsuite's, and for the security of all data used or transmitted through such process. Merchant may not copy, translate, modify, distribute, publicly display, or otherwise disclose to any third party the API, the SDK, or any related materials, all of which is Confidential Information hereunder. Merchant understands that the API and/or SDK, or certain portions thereof, may not be provided unless Merchant agrees to the terms and conditions of Shiftsuite's third-party service providers. In the event of degradation or instability of Shiftsuite's or its third-party service provider's system(s) or an emergency, Shiftsuite may, in its sole discretion, change or temporarily suspend Merchant's access to any Service, including but not limited to the APIs and databases and/or information accessed from the APIs, in order to minimize threats to and protect the operational stability and security of Shiftsuite's systems.

23. RESTRICTIONS.

Merchant will not (and will not permit or enable any other person to): (a) use the Services in any manner other than as expressly permitted under this Agreement, Rules and Law; (b) do anything to contest or impair the Services or Shiftsuite's rights therein; (c) modify, copy, sell, lease, loan, sub-license, distribute, timeshare, transfer, create derivative works of (expect as expressly provided in this Agreement), disassemble, de-compile, or reverse engineer the Services; (d) attempt to extract the source code or source listings or any algorithm, data, process, procedure, or any other portion of the Services; or (e) remove, alter, distort, cover, or otherwise modify any legal notices, including without limitation any notice of proprietary rights, appearing on or included in any materials furnished or otherwise made available by Shiftsuite. Merchant will immediately notify Shiftsuite if it becomes aware of any unauthorized use of the Services. The parties agree that all improvements, enhancements, modifications, or derivative works made from the Services by any party will be the exclusive property of Shiftsuite, even if suggested, designed, or submitted to Shiftsuite by Merchant. Merchant may not modify the Services in any way without Shiftsuite's prior written consent. Merchant will immediately notify Shiftsuite if Merchant becomes aware of any unauthorized use or copying of the Services or any portion thereof.

24. THIRD-PARTY CONTENT.

The Services may operate in conjunction with or be provided through software, hardware, or services provided by third parties. Shiftsuite will have no obligation with regard to, and makes no representation or warranty related to, the software, hardware, or services provided by third parties. The Services may operate in conjunction with or be provided through software, hardware, or services provided by third parties (collectively, "**Third Party Services**"). Such Third Party Services may first require Merchant to successfully integrate with the Shiftsuite as instructed by Shiftsuite or Third Party Service provider, in order to access and use Third Party Services, which include but are not limited to gateways, terminals, fraud detection software, accounting software, sales management or operations software, and other value-added services, equipment and software. Such Third Party Services may be subject to additional terms and conditions established by the applicable third party providers. Merchant is solely responsible for ensuring each such third party's compliance with Rules, Laws and Policies, including but not limited to compliance with the PCI Standards. Merchant is solely responsible for performing all due diligence regarding the fitness and suitability of any third-party service provider, and Shiftsuite shall have no responsibility or liability to Merchant or any third party for the actions or omissions of such third party, even if Shiftsuite recommended, approved, or never objected to such Third Party Service provider. Additionally, privacy policies of such Third Party Services may dictate how they may use information they receive from or about Merchant (which in some instances could include Personal Data). Shiftsuite will have no obligation with regard to, and makes no representation or warranty related to, Third Party Services or any third party terms, conditions, or agreements. Merchant will look solely to the providers of such Third Party Services with regard to warranty, maintenance, or other support.

25. MERCHANT MATERIALS; PUBLICITY.

Merchant represents and warrants to Shiftsuite that for all intellectual property and other materials that Merchant uses in conjunction with the Services, including without limitation in the Merchant products and any integration developed or supplied by Merchant, Merchant has all right, title, and interest in, or valid license to use, all such materials, and such materials do not violate the proprietary rights of any third party. Merchant authorizes Shiftsuite to display Merchant's name and logo in Shiftsuite's customer lists, on its website, in other promotional materials, on statements and reports generated for Merchant, or elsewhere in connection with the Services, this Agreement, or Shiftsuite's promotional materials.

26. FEEDBACK.

Merchant may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("**Feedback**") to Shiftsuite with respect to the Services. Shiftsuite will have full discretion to determine whether or not to proceed with the development of the requested enhancements, features or functionality, and will have the full, unencumbered right to copy, distribute, transmit, display, perform, create derivative works of, use, and otherwise fully exploit the Feedback in connection with its products and services.

27. TERM AND RENEWAL.

This Agreement will become effective on the Effective Date, will remain in effect for one calendar month ("**Initial Term**"), and will automatically renew for successive terms the same length as the initial term ("**Renewal Term**"), unless terminated earlier according to this Agreement.

28. TERMINATION.

Either party may terminate this Agreement effective as of the end of the Initial Term or any Renewal Term if it provides at least 30 days prior written notice of non-renewal to the other party. If (a) a party breaches the Agreement and such default continues for 30 days after receipt of written notice thereof from the other party (setting forth in reasonable detail the nature of the default); or (b) a party makes a general assignment for the benefit of creditors; a receiver is appointed and not removed within 30 days after such appointment; a party files a petition for bankruptcy or reorganization under the provisions of any applicable bankruptcy laws; or a party declares its insolvency or becomes insolvent; then the other party may terminate this agreement immediately upon written notice. In addition to the foregoing, provided that the non-defaulting party provided the defaulting party with the notice set forth above for any first default, the non-defaulting party may terminate this Agreement immediately upon written notice to the defaulting party following the second default of a similar nature as any such noticed first default which occurs within any 12-month period of such noticed first default.

29. ADDITIONAL TERMINATION RIGHTS.

In addition to those other termination rights set forth in this Agreement, Shiftsuite may terminate this agreement immediately and without prior notice to Merchant, and hold all funds of Merchant if Shiftsuite believes that: (a) Merchant is violating or has violated any Rule, Law, or Policies; (b) Merchant is subject to any adverse legal or regulatory actions by governmental or non-governmental entities; (c) Merchant fails to timely mitigate, remediate, or resolve risks identified by Shiftsuite to Shiftsuite's satisfaction; (d) there has been a material deterioration in Merchant's financial condition, (e) Merchant is listed on the Card Brand MATCH list by any other processing entity; (f) Shiftsuite is instructed to terminate Merchant by a Card Brand, Sponsor Bank, or any of its vendors used in connection with this Agreement; (g) Merchant is subject to a change of control or ownership which is not approved by Shiftsuite in accordance with this Agreement; (h) the provision of the Services to Merchant subjects Shiftsuite to substantial risk of losses; (g) Shiftsuite may lose its standing with any Card Brand or its sponsorship for such standing by Sponsor Bank and despite reasonable efforts is unable to obtain a suitable alternative Sponsor Bank; (h) its association with Merchant could negatively impact Shiftsuite's reputation; (i) Merchant has engages in fraud, gross negligence, or willful misconduct; or (j) Merchant will be unable to pay amounts due under this Agreement. Merchant understands that under certain conditions Shiftsuite may be required to submit Merchant's name and identity for the MATCH list or such other list required by the Card Brands or Sponsor Bank, and Merchant knowingly and explicitly waives any and all claims related to its inclusion on any such list, including without limitation any claim against Shiftsuite, the Card Brands or Sponsor Bank for such inclusion on any such list.

30. ACCOUNT INACTIVITY.

Shiftsuite may, but will not be obligated to, terminate this Agreement if Merchant fails to present any transaction for clearing and settlement in any calendar month.

31. SUSPENSION.

Shiftsuite may, at its sole discretion, suspend the Services immediately and without prior notice to Merchant if, in Shiftsuite's reasonable opinion: (a) one or more events have or likely have occurred which would allow Shiftsuite to terminate this Agreement; (b) Shiftsuite is investigating the business, operations, or activities of Merchant due to a belief Merchant has violated this Agreement; (c) Merchant is accused by any federal state, or local government or agency of violating any statute, regulation, or other Law; (d) Merchant creates an undue financial, security, or regulatory risk to Shiftsuite; or (c) provision of such Services would result in the processing of a high risk transaction, violate Shiftsuite's underwriting criteria, or would be likely to result in Chargebacks.

32. EFFECT OF TERMINATION.

If this Agreement is terminated for any reason, all amounts due to Shiftsuite from Merchant will become immediately due and payable. Termination of this Agreement will not relieve Merchant of any liabilities or obligations which arise related to the Services or any transaction processed under this Agreement, whether such liabilities or obligations arise before or after termination of this Agreement, including but not limited to any transaction accepted and processed by Shiftsuite or Sponsor Bank and all fees, fines, penalties, or other amounts due to Shiftsuite or Sponsor Bank under this Agreement. In the event of any termination by Shiftsuite for cause, Merchant agrees that Shiftsuite and/or the Sponsor Bank may be required to report Merchant and/or its principals to the Card Brands for placement in the Terminated Merchant File (TMF), MATCH list or similar report and Merchant expressly consents to such reporting and waives any claims against Shiftsuite and the Sponsor Bank and agrees to hold them harmless from any and all losses, costs, expenses and liabilities resulting from the termination or relating to such TMF or MATCH reporting. Any termination by a Merchant of their account will not terminate any underlying agreement entered into between a Guest and Merchant, or a guest or Merchant and a third-party, and both guest and Merchant will remain bound by the terms of the underlying agreement between the parties.

33. **COMPLIANCE WITH LAWS, RULES & POLICIES**.

Merchant will comply with, and will ensure that all of Merchant's vendors, terminals, software, and systems comply with, the Laws. Merchant will comply with all Shiftsuite security protocols, policies, and notices as they may be updated from time to time by Shiftsuite in its sole discretion ("**Policies**"). Merchant will comply with all Rules. Visa, Mastercard, American Express, PCI DSS, and NACHA Rules may be viewed at each of their respective websites. An abridged version of the Visa, Mastercard and American Express Rules may be accessed at:

https://usa.visa.com/support/consumer/visa-rules.html,
https://www.mastercard.us/en-us/business/overview/support/rules.html,and
https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf.

Copies of the NACHA Operating Rules and Guidelines are available for review online at www.achrulesonline.org. Merchant is responsible for monitoring such website and any modifications to such Policies, as Shiftsuite may, but is not required to, provide Merchant notice of any change or modification to the Policies. Shiftsuite may, in its sole discretion, suspend Merchant's use of the Services to investigate suspicious or unusual activity, and Shiftsuite will have no liability for any losses Merchant may attribute to this suspension. Shiftsuite may reverse transactions it deems to violate this Agreement, the Laws, Rules, or Policies, or as otherwise required by the Card Brands, and Merchant agrees to reimburse Shiftsuite for such reversals. If any terms of this Agreement conflict with the Rules, the Rules will govern. Shiftsuite will not be obligated to take any action which Shiftsuite believes would cause it to violate any Rule or Law, nor will Shiftsuite be prohibited from taking any action which Shiftsuite believes is necessary to comply with any Rule or Law.

34. **PROHIBITED PRACTICES.**

Merchant must not use the Service for high risk transactions or illegal activities, as per the High Risk Transactions/Acceptable Use Policy ("**High Risk Policy**") found at http://www.Shiftsuitecard.com/acceptable-use-policy and Merchant acknowledges liability for any violation of that policy. Shiftsuite may amend its High Risk Policy at any time in its sole discretion. In addition to any fines or assessments by the Sponsor Bank, Card Brands, payment processors, and service providers, and any other direct damages, Shiftsuite could incur ancillary costs and expenses from Merchant's violation of the High Risk Policy, the amount of which may be extremely difficult and impracticable to ascertain. As such, if Merchant violates the High Risk Policy, Shiftsuite may fine Merchant $500.00 USD, which Merchant acknowledges is a reasonable minimum estimate of our other damages, in addition to any remedies available to Shiftsuite at law or in equity. For clarity, Shiftsuite may also, (a) take legal action against Merchant and/or (b) take any other action permitted under this Agreement to recover any and all losses, expenses and fines levied on Shiftsuite or Sponsor Bank in excess of the amount fined

35. **DATA SECURITY**.

Merchant is solely responsible for the security of data—including Personal Data—residing on, read by, or transmitted using servers owned or operated by Merchant or its vendors, including Processor, web hosting companies, or other service providers. Shiftsuite's security of data—including Personal Data—residing on, read by, or transmitted using servers owned or operated by Shiftsuite or its vendors, including Processor, web hosting companies, or other service providers, is provided under the Data Processing Addendum ("DPA") which is hereby incorporated into and made an integral part of this Agreement. Merchant will comply with, and will ensure that all of Merchant's vendors, terminals, software, and systems comply with, all Rules and Laws governing the collection, retention, and use of Personal Data. Merchant will not use, disclose, sell, or disseminate any card, cardholder, or transaction data except as permitted or required by a court order, governmental agency request or subpoena, or Law. Merchant represents and warrants that it has taken all precautions necessary to ensure that all Confidential Information, and all transaction data and Merchant's customer's data—including any and all Personal Data—are protected and that Merchant's electronic systems are secure from breach, intrusion, and unauthorized access. Shiftsuite will not be liable for any security breach on any systems not owned or controlled by Shiftsuite.

36. **SECURITY VIOLATIONS**.

If Merchant's system is breached or an unauthorized third party has or gains access to Merchant's system, Merchant's credentials, or any Personal Data or transaction data, or if there is a reasonable risk or suspicion of any such breach or unauthorized access, Merchant will as soon as feasible after it becomes aware of such occurrence: (a) notify Shiftsuite in writing of such occurrence by creating a ticket or sending an email to support@Shiftsuite.com as reasonably practicable (taking into account any legal or regulatory constraints on notification and the need to avoid prejudicing the Merchant's current investigations) after it becomes aware of it; (b) notify any affected parties as required under any Laws or Rules; (c) take all actions and precautions necessary to prevent any continuous or additional breach and provide Shiftsuite with reasonable notice of the steps and status of all remediation efforts; and (d) commence all remedial efforts and other actions required under the Rules, Laws, or court order; (e) comply in a timely manner with all Shiftsuite, Sponsor Bank, or Card Brand requests, such as but not limited to providing required information, hiring approved security assessor to provide detailed analysis of the extend of the exposure. Merchant shall not issue press or media statements or comments in connection with any system breach or unauthorized third party access to Merchant's system that names Shiftsuite unless it has obtained the other party's prior written approval. This Section 36 shall survive the termination of this Agreement. Notwithstanding anything to the contrary herein, Shiftsuite shall perform its breach notification and response obligations in accordance with the DPA.

37. **MERCHANT CREDENTIALS.**

In connection with Merchant's use of the Services, Merchant may be issued a user name and password, or other credentials to enable Merchant to access Merchant's account and use the Services. Merchant will restrict access to such credentials and limit use of the account to Merchant, its authorized users, employees, and agents as may be reasonably necessary and consistent with the purposes of this Agreement and will ensure that each such employee and agent is aware of and complies with all applicable provisions of this Agreement and any applicable policies or guidelines issued by Shiftsuite relating thereto. Merchant will not access or attempt to access the information or user credentials of any other user or any third party and Merchant may not provide such credential to any unauthorized third party. Merchant is solely responsible for maintaining all necessary security and control of all user names, passwords, and any other credentials issued in connection with the Services. Shiftsuite will be entitled to rely on information transmitted to Shiftsuite by or on behalf of Merchant without further investigation, including information received through the use of Merchant's credentials or from an email address associated with Merchant's business or account. Merchant's use of the Services will be restricted to Merchant.

38. **DATA RETENTION**.

Merchant is solely responsible for compiling, retaining, and disposing of, in accordance with the Rules and in compliance with Laws, temporary and/or permanent records of all data, including all transaction data and Personal Data. Merchant will implement and use proper controls and security procedures to limit access to and use of all such data, as required under the Rules or any applicable law or regulation. Prior to discarding, deleting, or destroying any data retained by Merchant, Merchant will render all such data unreadable as required by the Rules or Laws. Except as otherwise provided in this Agreement or the DPA, Shiftsuite will have no obligation to store, retain, report, or otherwise provide any copies of or access to any records of transactions, Personal Data, or other information collected or transferred by Shiftsuite. Upon termination of this Agreement, Shiftsuite will have no obligation to provide Merchant with any transaction data, Personal Data, or any other data. The deletion of Personal Data, by Shiftsuite shall be in accordance with the DPA.

39. **MERCHANT COLLECTION OF PERSONAL DATA**.

Merchant agrees to maintain a privacy policy that complies with the Rules and Law and will provide notice to its customers (including on Merchant's web site, if applicable) that discloses how and why Merchant's customers' Personal Data are collected and used in accordance with Law, including the uses governed by this Agreement. Merchant represents and warrants that it has provided notice to, and obtained consent from, any third party individuals whose Personal Data it supplies to Shiftsuite through the Services with regard to: (a) the purposes for which such Personal Data has been collected; (b) the intended recipients or categories of recipients of the individual's Personal Data; (c) the countries in which individual Personal Data may be processed by Shiftsuite; (d) the types of Personal Data processed and which parts of the Personal Data are obligatory and which parts, if any, are voluntary; (e) how the individual can access and, if necessary, rectify the Personal Data that Merchant holds about them; and (f) any potential risks or harms that may arise from the collection or sharing of information. Merchant further agrees to provide such notice and obtain such consent with regard to any individual Personal Data that Merchant supplies to Shiftsuite in the future. Shiftsuite is not responsible for any consequences resulting from Merchant's failure to provide notice or receive consent from such individuals nor for Merchant providing outdated, incomplete or inaccurate information.

40. **AUDIT**.

Shiftsuite and the auditors of any Card Brand, Sponsor Bank, or those third-party auditors appointed by Shiftsuite may, during the term of this Agreement and for a period of 12 months thereafter, conduct an audit of Merchant's books, records, and operations to verify the accuracy of fees, Merchant's proper use of the Services, and compliance with this Agreement and with the Laws. Shiftsuite will use reasonable efforts to provide at least five business days' advance notice of any such audit, and Shiftsuite will use reasonable efforts to ensure that the audit does not unreasonably disrupt Merchant's business. Merchant will provide all reasonable cooperation with any such audit and will provide all requested information and records and reasonable access to Merchant's premises, computer systems, databases, equipment, and personnel. Each party will bear its own costs in connection with any such audit, except that if an audit reveals a material breach of this Agreement by Merchant, Merchant will reimburse Shiftsuite for its costs incurred in connection with such audit. If the audit identifies that Merchant has underpaid any Fees, Merchant will pay to Shiftsuite all such amounts within 15 days. To the extent applicable, Merchant will arrange for a qualified independent third party to perform an annual NACHA audit of Merchant (at Merchant's sole expense) and promptly provide evidence of such audit and its results to Shiftsuite. If Merchant fails to fulfill this obligation, Shiftsuite may, but will not be obligated to, cause such audit to be conducted at Merchant's expense. Merchant authorizes Shiftsuite to provide all information obtained under this Section to Shiftsuite's third party service providers or processors, Sponsor Bank, Card Brands, or Shiftsuite's financial institution partners. Merchant will further promptly provide any financial or other information reasonably requested by Shiftsuite's third party service providers, Sponsor Bank, or any Card Brands to perform credit risk, security, qualification, and other reviews related to the provision of the services, transactions submitted, fulfillment of obligations to Shiftsuite, its service provider, Sponsor Bank, or Cardholders, or the financial condition of Merchant. Merchant authorizes Shiftsuite and its service providers to obtain information from third parties when performing credit risk, security, qualification, and other reviews.

41. **PRIVACY POLICY; DATA PROTECTION AGREEMENT.**

Shiftsuite's privacy policy applicable to the Services is located https://www.Shiftsuite.com/privacy ("**Privacy Policy**") and is incorporated into this Agreement by reference. The Privacy Policy sets forth Shiftsuite's and Merchant's rights and responsibilities with regard to the use of and processing of Personal Data. Merchant agrees that Shiftsuite, in its sole and absolute discretion, may modify the Privacy Policy. Shiftsuite will post such revised Privacy Policy on its website. Merchant agrees to monitor Shiftsuite's website periodically to review such revisions. By using the Services after modifications to the Privacy Policy, Merchant has agreed to these modifications. Merchant and Shiftsuite shall comply with the terms of the DPA. The DPA sets out the technical and organizational measures and the specific obligations of the parties regarding the processing of personal data in accordance with applicable data protection laws. In the event of a conflict between this Agreement and the DPA regarding the processing of Personal Data, the DPA shall prevail.

42. REPRESENTATIONS AND WARRANTIES.

Merchant represents and warrants to Shiftsuite: (a) that all information in the Merchant Application or any other document submitted to Shiftsuite in connection with the Merchant Application and the Services is true, accurate, and complete, and fully and accurately describes and details (i) the nature, type, and scope of the business in which Merchant is engaged; (ii) the financial condition and legal status of Merchant; and (iii) the principals, partners, owners, and officers (as applicable) of Merchant; (b) that all information provided to Shiftsuite during and after the term of this Agreement by Merchant or its representatives is, at the time such information is presented, true, accurate, and complete, and not misleading; (c) that

Merchant was validly formed, registered, in good standing, and duly qualified to conduct business in each jurisdiction where failure to do so would have a material adverse effect on Merchant's business; (d) that Merchant has and will fully comply with all Laws, Rules and Policies in the provision and sale of all goods and services that are the subject of each Transaction; (e) that the individual executing this Agreement has the authority to sign on behalf of Merchant and legally bind Merchant to the terms and conditions of this Agreement and such individual is authorized to execute any documents and to take any action which may be required by us now or in the future on behalf of Merchant; (f) that there is no action, suit, or proceeding pending or to Merchant's knowledge, threatened, which if decided adversely would impair Merchant's ability to carry on its business substantially as now conducted or which would adversely affect Merchant's financial condition or operations; (g) that Merchant has never been terminated at the request of a Card Brand, placed on the Mastercard MATCH system, Combined Terminated Merchant File, or any restricted merchant lists issued by any payment processing platforms, and if so, Merchant has clearly disclosed this to Shiftsuite in writing; (h) that all Transactions submitted to Shiftsuite pursuant to this Agreement are bona fide and no Transaction involves the use of payment transaction for any purpose other than the purchase of goods or services from Merchant and does not involve a Cardholder obtaining cash from Merchant unless allowed by the Rules and agreed upon in writing with Shiftsuite; (i) that Merchant will immediately notify Shiftsuite if there are any changes to its business, ownership or the nature of its operations that make any information contained in the Merchant Application, Merchant's representations and warranties, or information otherwise provided to Sponsor Bank or Shiftsuite inaccurate, incomplete, incorrect or misleading; (j) that Merchant has read and agrees to be bound by this Agreement, the Rules, and the Policies; (k) that entering into, and the performance of, this Agreement will not violate any law, or conflict with any other agreement to which Merchant is subject; and (l) that this Agreement is valid and fully enforceable against Merchant in accordance with its terms.

43. INDEMNIFICATION.

Merchant will indemnify, defend, and hold Shiftsuite, Sponsor Bank, and the Card Brands and their respective employees, officers, directors, shareholders and agents, harmless for and from any and all loss, costs, expenses, claims, proceedings, actions, damages, demands, fines, penalties, issuer reimbursement, fraud reimbursement and recovery, or any other liabilities (including attorneys' fees and costs, and collections costs) paid or incurred by any one or more of them, arising out of, caused by, or attributable to, any of the following: (a) any of Merchant's acts or omissions with respect to Merchant's business or use or misuse of the Services; (b) any information provided to Shiftsuite regarding Merchant which is false, incomplete, or misleading; (c) Merchant's failure to provide information to Shiftsuite in accordance with this Agreement; (d) Merchant's failure to adhere to any instructions or requirements of Shiftsuite or Sponsor Bank or Shiftsuite's or Sponsor Bank's acting in accordance with any instructions by Merchant regarding Merchant's use of the Services; (e) any Transaction processed under this agreement, including but not limited to any transaction which is fraudulent, subject to a Chargeback, not processed for any reason, or not settled for any reason, (f) any breach of this Agreement by Merchant or Merchant's employees, agents, or representatives; (g) any bankruptcy proceeding; (h) willful misconduct, fraud, intentional tort or negligence by Merchant or Merchant's employees, agents or representatives; (i) theft, embezzlement, or unauthorized use of the Services; (j) Merchant's or Merchant's employees', agents', or representatives' breach of any Rules, Laws, or Policies; (k) any unauthorized access or use of Confidential Information, transaction information, Cardholder data, or any other personally identifiable information; (l) any action or omission by any third party service provider used by Merchant in connection with this Agreement; (m) any Transaction fee, service fee, convenience fee or other surcharge, whether charged by Merchant or any third party, including without limitation any third party service provider; (n) action by Shiftsuite exercising any right Shiftsuite have under this Agreement or any Laws, Rules, or Policies; (o) any violation of any third-party right by Merchant or Merchant's employees, agents, or representatives; (p) any infringement, misappropriation, or violation of any copyright, trademark, patent, trade secret, or other proprietary or intellectual property right by Merchant, or any exercise of rights therein or thereto granted under the Agreement; (q) Merchant's disposal of Transaction Data or Personal Data in a manner that violates the Rules or Law; (r) any Merchant system breach or an unauthorized third party access to Merchant's system; or (s) any funds have been credited or paid to Merchant in error, as a result of fraud, or in any manner that results in Merchant receiving funds to which it is not entitled.

44. LIABILITY FOR ERRORS AND UNAUTHORIZED TRANSACTIONS.

Shiftsuite will have no liability under this Agreement for any errors associated with Merchant's processing, and Merchant will take all such risk, including, but not limited to, errors resulting from: (a) Merchant not having sufficient funds to make a transaction; (b) any terminal, system, or software solution failing to function properly, not being used properly, or not being compatible with Shiftsuite's systems, including without limitation any software solution through which the Services are provided; or (c) circumstances beyond Shiftsuite's control, despite Shiftsuite's reasonable precautions. Under no circumstances will Shiftsuite have any liability for an unauthorized transaction (Card, debit, or otherwise). Under no circumstances will Shiftsuite have any liability for an unauthorized transaction that is originated through Shiftsuite, and Merchant will have full responsibility and liability for each such transaction.

45. LIMITATION OF LIABILITY.

Under no circumstances shall Sponsor Bank's or Shiftsuite's cumulative financial responsibility arising out of, relating to, or in connection with this Agreement or the Services, including but not limited to liability for its failure to perform any obligation under this Agreement and whether brought in contract, tort, or any other cause of action, exceed the fees received and retained by Shiftsuite from Merchant over the prior three month period accruing as of the date of the harm less interchange and pass-through costs. Except as otherwise provided in this Agreement, in no event will each of Sponsor Bank or Shiftsuite or their respective directors, officers, employees, agents, or affiliates, be liable for a n y special, incidental, indirect, consequential, or punitive damages, including without limitation any lost profits, loss of production, loss of goodwill, lost business opportunities, or any loss, theft, disappearance, corruption or any other damage to data transmitted electronically arising out of, relating to, or in connection with this Agreement, regardless of whether such liability arises from any claim based on contract, warranty, tort (including without limitation negligence), product liability, or otherwise and regardless of whether or not each of Sponsor Bank or Shiftsuite or their respective directors, officers,

employees, agents, or affiliates have been advised of the possibility of such loss or damage. Shiftsuite will have no liability for any damages or losses that are partially or wholly caused by Merchant or its employees, agents, or third-party service provider or software solution providers. Shiftsuite will have no liability for any damages or losses that were not reported to Shiftsuite by Merchant within 30 days of when such damages or losses first occurred, whether or not discovered or discoverable. For the avoidance of doubt, Shiftsuite's liability, if any, under this Agreement will be limited solely to direct, actual damages. Shiftsuite will have no liability or responsibility for any action or inaction taken by any financial institution or other entity which issued any Cards or Accounts. Shiftsuite will have no liability or responsibility for the data security or lack thereof, by any third-party service provider used by Shiftsuite pursuant to this Agreement. All the limitations set forth in this Section will survive any termination of this Agreement and will apply under all circumstances.

46. DISCLAIMER OF WARRANTIES.

SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. SHIFTSUITE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR FREE. SHIFTSUITE SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE WITH RESPECT TO THE SERVICES AND ALL OTHER SERVICES OR GOODS PROVIDED UNDER THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, SHIFTSUITE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY SOFTWARE OR SERVICES, INCLUDING THOSE PORTIONS OF THE SERVICES CREATED, PROVIDED, OR OWNED BY ANY THIRD PARTY SERVICE PROVIDERS OR PAYMENT NETWORKS. MERCHANT MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING THE SERVICES BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS BY THIRD PARTIES.

47. SECURITY INTEREST & RECOUPMENT.

This Section of the Agreement will constitute a security agreement under the Personal Property Security Act to secure Merchant's due and punctual performance of all of its obligations to Shiftsuite under this Agreement. Merchant grants to Shiftsuite a first priority security interest in and lien upon: (a) all funds representing amounts owing Merchant under this Agreement, regardless of the source of such funds; (b) all funds at any time in the Reserve Account, regardless of the source of such funds; (c) any amount which may be due to Merchant under this Agreement, including, without limitation all rights to receive any payments under this Agreement; and (d) upon Shiftsuite's request, any other security to secure Merchant's obligations under this Agreement (collectively, "**Secured Assets**"). On Shiftsuite's request Merchant agrees to execute financing statements or other documents to evidence this security interest. These security interests and liens will secure all of Merchant's obligations under this Agreement and any other agreements now existing or later entered into between the parties and Shiftsuite will have all rights afforded under the Personal Property Security Act, Law, and in equity. Shiftsuite may exercise this security interest without notice or demand by making an immediate withdrawal or freezing of Merchant's Secured Assets. Merchant represents and warrants that no other person or entity has a security interest in the Secured Assets and Merchant agrees to obtain from Shiftsuite written consent prior to granting a security interest of any kind in the Secured Assets to a third party. Shiftsuite has the right of recoupment and to offset any outstanding or uncollected amounts Merchant owes to Shiftsuite from Merchant's account and from any amounts Shiftsuite owes to Merchant under this Agreement or any other agreement. Merchant agrees that this is a contract of recoupment and as such, Shiftsuite is not required to file a motion for relief from a bankruptcy action automatic stay to realize on any of the Secured Assets. Nevertheless, Merchant hereby agrees not to contest or object to any motion for relief from the automatic stay filed by Shiftsuite.

48. GOVERNING LAW, JURISDICTION, WAIVER OF JURY TRIAL & REIMBURSEMENT OF COSTS AND EXPENSES.

This Agreement will be governed by and construed in accordance with the laws of Ontario, exclusive of its rules regarding conflicts of laws. Merchant agrees that the exclusive jurisdiction and venue for any disputes hereunder shall be an appropriate court located in the province of Ontario. Merchant and Shiftsuite waive any right to trial by jury in any action concerning any rights or dispute under 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 without limitation its reasonable attorney's fees and any collection costs in addition to any other recoverable damages.

49. FORCE MAJEURE.

Shiftsuite will not be liable for delay in performing any of its obligations insofar as the performance of such obligation is delayed by an event that is beyond its reasonable control. Shiftsuite will notify Merchant of any such delay in reasonable detail as soon as possible and will endeavor to mitigate the impact of such event.

50. SEVERABILITY AND WAIVER.

If any provision of this Agreement is held invalid, illegal, void, or unenforceable by reason of any judicial decision, all other provisions of this Agreement shall nevertheless remain in full force and effect. No course of dealing, delay, or failure to enforce any provision or exercise any right under this Agreement by Shiftsuite shall be construed as a waiver or estoppel of such provision or right, nor shall it amend this Agreement or affect the validity of this Agreement or curtail Shiftsuite's ability to enforce such provision or exercise such right in the future. All waivers must be in writing and signed by Shiftsuite.

51. RIGHTS AND REMEDIES CUMULATIVE.

The rights conferred upon Shiftsuite, Sponsor Bank, and the Card Brands in this Agreement are not intended to be exclusive of each other or of any other rights and remedies we have under this Agreement, at law, or in equity. Rather, each right we have at law or in equity will be cumulative and concurrent and in addition to every other right. No customer, officer, director, or employee of Merchant will be deemed a third-party beneficiary under this Agreement. Sponsor Bank and the Card Brands will be deemed third party beneficiaries under this Agreement, which means they have the right, but not the obligation, to enforce any of the obligations of this Agreement against Merchant, but they will have no responsibility under this Agreement, including without limitation any responsibility to Merchant hereunder.

52. ENTIRE AGREEMENT.

This Agreement, including the Policies, the completed Merchant Application, the Rules, Laws, and any amendment or supplement to this Agreement or other referenced agreements, all of which are incorporated into this Agreement, constitutes the entire agreement between the parties, and all prior or other agreements or representations, written or oral, are superseded by this Agreement.

53. RESPONSIBILITY.

Merchant will be responsible for all actions and omissions of its owners, directors, officers, employees, agents, contractors, vendors, affiliates, and third-party service or software providers with regard to or in connection with any transaction or this Agreement.

54. ASSIGNABILITY.

This Agreement may be assigned by Shiftsuite, but may not be assigned by Merchant without Shiftsuite's prior written consent. If Merchant sells its business, the original owner and any original guarantors will be held personally liable for all Chargebacks and any other liabilities of the new owners.

55. AMENDMENTS.

Subject to fee increases or additions, which will be notified in accordance with Section 11, Shiftsuite may modify, change, or update this Agreement including any addendum or schedule or exhibit hereto with notice provided at www.lynnbrookgroup.com/agreements. Merchant will be deemed to have accepted any revision or changes to this Agreement upon Merchant's use of the Services after the effective date of the revised, changed, or new Agreement.. It is Merchant's sole responsibility to review and maintain familiarity with the Agreement, Rules, Law and Policies and to monitor for any updates or revisions to this Agreement. If Merchant does not agree to the terms of any such amendment, modification or revision, Merchant may cease using the Services and terminate this Agreement by providing written notice to Shiftsuite within 30 days of the date such amendment is posted. Merchant's failure to terminate this Agreement or continued use of the Services shall be deemed to be Merchant's acceptance of and agreement to any such amendment.

56. CONSENT TO DO BUSINESS ELECTRONICALLY, ELECTRONIC SIGNATURE, COMMUNICATION, AND NOTICES.

Merchant consents to do business electronically, which means that Merchant agrees that all Shiftsuite agreements and Policies, including amendments thereto and documents referenced therein, as well as any notices, instructions, or any other communications regarding transactions and Merchant's agreements with Shiftsuite (collectively, "**Communications**") may be presented, delivered, stored, retrieved, and transmitted electronically. Merchant will keep Shiftsuite informed of any change in its electronic or mailing address or other contact information by contacting Shiftsuite Customer Service. Merchant's electronic signature, including without limitation clicking "I Agree" or an action of similar meaning, shall be the legal equivalent of Merchant's manual signature. The person agreeing to this Agreement on behalf of Merchant (including without limitation clicking "I Agree" or an action of similar meaning) represents and warrants to Shiftsuite that their actions are authorized by Merchant and that such person has all required power and authority to bind Merchant to this Agreement. Such individual also agrees that the electronic signatures that they provide online will be binding upon them and Merchant, and will not be construed by a court of law to have any less effect than a standard ink or paper signature. Merchant understands, acknowledges, and agrees that: Merchant is able to print a complete and legible copy of this Agreement; Merchant was capable of opening, reading, printing, downloading and/or saving this Agreement prior to acceptance of this Agreement; and Merchant had reasonable opportunity to consult with appropriate professionals prior to electronically signing this Agreement. Any written notice under this Agreement will be deemed given and delivered upon the earlier of, as may be applicable: (a) actual receipt, (b) five days after being deposited in the United States mail, and addressed, if to us, to: Lynnbrook Consultants, LLC, 2035 Lakeside Centre Way, Suite 250 Knoxville, TN 37922, USA ; and if to Merchant: to the last address shown on our records (which shall be the address set forth on the Merchant Application unless such address is updated by providing notice to Shiftsuite in accordance with this Section), (c) one business day after being sent by email or other electronic communication: if sent by Shiftsuite to Merchant at the last email address provided by Merchant to Shiftsuite (which shall be the email address set forth on the Merchant Application unless such email address is updated by providing notice to Shiftsuite in accordance with this Section) or through the software system used by Merchant to submit transactions; and if sent by Merchant to Shiftsuite, to the address, support@Shiftsuitecard.com (which address may be updated by providing notice to Merchant), or (d) the date of publication of the update and/or change to our website. Shiftsuite's business days are Monday through Friday, excluding federal holidays.

57. AGENT OF MERCHANT; GUARANTY.

To the extent that any person or other third party executes or accepts this Agreement on behalf of Merchant and (a) any representation or warranty of such person or other third party, including without limitation those representations and warranties set forth on the Merchant Application, are untrue or incorrect in any manner, (b) such person or third party is not authorized to enter into this Agreement on behalf of Merchant, or (c) Merchant alleges it is not bound by this

Agreement or is found to not be bound by this Agreement, such person or third party agrees to be personally responsible for and liable to Shiftsuite and Sponsor Bank for all of Merchant's obligations and liabilities under this Agreement, including without limitation: any damages or losses incurred by Shiftsuite or Sponsor Bank as a result of Merchant not being bound by this Agreement; all Fees, fines, penalties, or assessments by any Card Brand, government, or governmental agency; the costs and expenses payable by Merchant under this Agreement, including without limitation any reasonable attorneys fees and all collection costs; the indemnification obligations set forth in this Agreement; and losses incurred as the result of any Chargebacks, returns, refunds, or other credits submitted for processing.

58. INTERPRETATION.

The headings used in this Agreement are for convenience only and will not affect the interpretation of any provision. Merchant and Shiftsuite acknowledge the limitations and exclusions in this Agreement have been subject to active and complete negotiations between the parties and represent the parties' voluntary agreement. The parties agree that the terms and conditions of this Agreement shall not be construed in favor of or against any party by reason of the extent to which a party or its advisors participated in the preparation of this document.

59. HOLIDAYS, WEEKENDS AND BUSINESS DAYS

When federal statutory holidays are observed, settlement funds and remittance files are designed to be included with the next business day's funds and files. Services are designed to deliver reports and settled funds on business days defined as Monday, Tuesday, Wednesday, Thursday, and Friday. Funds shall be available the next business day after the processing date. Transactions occurring after the close of business on Friday, on Saturday, and on Sunday are designed to be reported and included with Monday's business day transactions.

60. DOCUMENTS INCORPORATED BY REFERENCE.

This Agreement includes the Schedules listed below based on Merchant's use of the Services, which are incorporated by reference into this Agreement:

- Guest ID Addendum

Last Updated: 06/16/26