



Sub-merchant Tri-Party Addendum

APPLICABILITY

If Merchant is deemed to be a commercial entity under the Rules or is otherwise required to enter into an agreement directly with Sponsor Bank under the Rules, Merchant agrees to the terms of this Sub-merchant Tri-Party Agreement ("**Sub-merchant Tri-Party Agreement**"),

This Sub-merchant Tri-Party Agreement is between the Merchant ("**Merchant**"), ProPay, Inc. ("**ProPay**"), and PNC Bank, N.A. ("**Sponsor Bank**") and it governs Merchant's use of Sponsor Bank payment processing services ("**Service(s)**"). "Sponsor Bank" collectively refers to both ProPay and Sponsor Bank. Sponsor Bank may enforce any provisions of this agreement that relate to payment processing provided by Sponsor Bank.

The Services are being offered in conjunction with Merchant's Master Payment Services Agreement ("**Agreement**") with Vantage Card Services, Inc. ("**Vantage**") and may not be used separately from that Agreement. To the extent there is a conflict in the terms between the Agreement and this Sub-merchant Tri-Party Agreement, the Sub-merchant Tri-Party Agreement will govern; however, Sponsor Bank understands that Merchant may have contracted with Vantage to obtain certain processing services and that Vantage may have agreed to be responsible to Merchant for all or part of Merchant's obligations contained in this Sub-merchant Tri-Party Agreement.

1. THE SERVICES

1.1 GRANT OF USE

The Services provided pursuant to this Sub-merchant Tri-Party Agreement allows Merchant to accept payment from Merchant's customers via bankcards ("**Cards**") validly issued by Visa, Mastercard, Discover, and American Express (the "**Card Brands**") and also, if approved, via automated clearing house transactions ("**ACH**"). The Services may include TSYS EnsureBillSM and ThreatMetrix®, where applicable. Merchant may inquire with Vantage as to whether these Services are available to Merchant. Merchant must only use the Services for a business purpose and not for personal, family, or household use. Sponsor Bank hereby grant Merchant use of the Services according to the terms found herein.

1.2 REQUIRED INFORMATION

In order to use the Services, Sponsor Bank may require that Merchant provide Vantage with certain information such as information relating to Merchant's identity, customers, transactions, and financial statements. Merchant must provide Vantage with accurate and complete information and keep the information up-to-date. Sponsor Bank rely on this information for underwriting and to meet Sponsor Bank obligations under applicable laws and other regulatory requirements. If the scope or nature of Merchant's business or the type of products or services Merchant offers changes, Merchant must notify Vantage prior to the change. Merchant is liable to Vantage for all losses and expenses incurred by Vantage arising out of Merchant's failure to report changes to Vantage. Sponsor Bank reserve the right to refuse to allow Merchant to use the Services for any reason.

1.3 VERIFICATION

Merchant authorizes Vantage to make, from time to time, any business and personal credit inquiries (including, but not limited to, credit reports for Merchant's directors, officers, and principals), identity-verification inquiries, transaction-verification inquiries (including, but not limited to, with customers), and any other inquiries considered necessary relating to this Sub-merchant Tri-Party Agreement, and to provide any information and documentation to Sponsor Bank sponsor banks and/or the Card Brands as required by them. Merchant also authorizes any person or credit reporting agency to compile information to answer those inquiries and to furnish that information to us.

1.4 PROCESSING LIMITS

Sponsor Bank will assign a maximum dollar amount per sales ticket and an aggregate maximum dollar amount of Card and ACH transactions per calendar month. If certain Card processing volume thresholds are met by Merchant's use of the Services, Sponsor Bank may notify Merchant that Merchant must enter into an additional agreement with Sponsor Bank sponsor bank.

1.5 DATA OWNERSHIP

ProPay will own all data associated with Merchant's use of the Services and Merchant hereby grants ProPay 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 customer data; (c) complying with applicable legal requirements and assisting law enforcement agencies; and (d) any other purpose for which Merchant provides consent.

1.6 EFFECTIVE DATE OF SERVICES

This Sub-merchant Tri-Party Agreement is automatically effective upon Merchant's processing of a volume over the threshold set by the Card Brands or is otherwise required to enter into an agreement directly with Sponsor Bank under the Rules from time to time, and shall be coterminous with Merchant's Master Services Agreement with Vantage.

2. CARD ACCEPTANCE

2.1 ACCEPTANCE

Merchant will honor, without discrimination, any valid Card properly tendered by a person asserting to be the person in whose name the Card is issued ("**Cardholder**"). Merchant may elect not to accept Visa and/or Mastercard branded debit cards, but Merchant must provide ProPay with prior written notice of such election. Merchant will not accept any payments from a Cardholder relating to previous charges for merchandise or services, and if Merchant receives such payments, Merchant will promptly remit them to Sponsor Bank.



2.2 MERCHANT'S DISCLOSURES

Merchant will properly disclose to the Cardholder, at the time of the Card transaction, Merchant's name, return policy, and other limitations Merchant may have on accepting returned merchandise. Merchant's refund policies for purchases made with a Card must be at least as favorable as Merchant's refund policy for purchases made with any other form of payment.

2.3 REQUEST AT TIME OF PAYMENT

When accepting payment Merchant will request the Card expiration date and ZIP code or postal code from the Cardholder's billing address. It is also highly recommended that Merchant obtains the security code from each Card, but Merchant must not store this information permanently.

2.4 CARD AUTHORIZATION

No later than 72 hours from the time Merchant initiates a transaction, but prior to completing it, Merchant will request an authorization for the transaction using equipment meeting specifications determined by ProPay. This authorization request must include Merchant's name and account identifier, the Card expiration date, the ZIP code of the customer's billing address, and the total amount of the transaction, including taxes. ProPay may also require additional information in Merchant's request, such as: (a) CVV2 code or the equivalent; (b) a brief description of the goods or services involved; (c) the transaction authorization number; and, (d) if applicable, adjacent to the signature line, a notation that all sales are final. When authorization is obtained, Merchant will be deemed to warrant the identity of the customer as the Cardholder. Authorizations are not a guarantee of acceptance or payment of a transaction and do not waive any provision of this Sub-merchant Tri-Party Agreement, or otherwise validate a fraudulent transaction or a transaction involving the use of an expired Card. Sponsor Bank may refuse to authorize any transaction.

2.5 CARDHOLDER STATEMENTS

Sponsor Bank name will appear in conjunction with Merchant's name on Cardholders' statements. Under no circumstance will Sponsor Bank be responsible for processing credits or adjustments related to transactions not originally processed by ProPay.

2.6 ADJUSTMENTS

All transactions and deposits are subject to Sponsor Bank audit and final verification, and may be adjusted for inaccuracies. All credits provided to Merchant are provisional and subject to chargebacks and adjustments in accordance with the Rules, whether or not a transaction is charged back by the Card issuer.

2.7 SALES TRANSMITTALS

Merchant will retain a copy of the sales transmittal for the completed transaction in accordance with the Rules for 25 months or such longer period as the Rules may require. Within three business days of Sponsor Bank request, Merchant will produce copies of sales transmittals and other transaction evidence, otherwise ProPay will have chargeback rights with respect to such transactions.

3. COMPLIANCE WITH THE RULES AND LAWS

3.1 COMPLIANCE WITH RULES

Merchant must comply with the applicable Card Brand rules and operating regulations and the National Automated Clearing House Association rules ("**NACHA**") (collectively, "**Rules**"). An abridged version of the Visa, Mastercard and American Express Rules may be viewed at <https://usa.visa.com/support/consumer/visa-rules.html>, <https://www.mastercard.us/en-us/business/overview/support/rules.html>, and www.americanexpress.com/merchantopguide. Copies of the NACHA Operating Rules and Guidelines are available for review online at www.achrulesonline.org. Merchant specifically acknowledges and agrees that this Sub-merchant Tri-party Agreement incorporates by refers the provisions necessary and required by the Rules. In the event of any conflict between the terms of this Sub-merchant Tri-Party Agreement and the terms of the Rules, the terms of this Sub-merchant Tri-Party Agreement shall prevail. Merchant: (i) represent and warrant that Merchant have reviewed in full the contents of the Rules applicable to Merchant (in particular, those sections referenced above); and (ii) covenants that Merchant will, from time to time, review the contents of the Rules to ensure Merchant remain aware of, and are capable of performing, Merchant's duties and obligations under this Sub-merchant Tri-Party Agreement. ProPay is a Payment Card Industry ("**PCI**") level 1 service provider and is qualified to handle Cardholder data (i.e., information associated with a Card, such as account number, expiration date, and CVV2) in connection with the Services. ProPay will comply with the Payment Card Industry Data Security Standards ("**PCI DSS**") to the extent ProPay possesses or otherwise stores, processes, or transmits Cardholder data on Merchant's behalf. If Merchant possesses or otherwise stores, processes, or transmits Cardholder data, then Merchant must comply with PCI DSS.

3.2 COMPLIANCE WITH LAWS AND POLICIES

Merchant further agrees to comply with applicable federal, state, and local laws, rules, and regulations (collectively, "**Laws**"). Merchant also agrees to the terms of the Privacy Policy, High Risk/Acceptable Use Policy, and other policies as applicable found at <https://www.propay.com/legal-agreements/> ("**Policies**"). Merchant will assist Sponsor Bank if Sponsor Bank is required to ascertain Merchant's compliance with any Rules, Laws, PCI DSS, or Policies. Sponsor Bank may, within Sponsor Bank sole discretion, suspend the Services for a reasonable period of time required to investigate suspicious or unusual activity, and Sponsor Bank shall have no liability for any losses Merchant may attribute to any suspension of funds disbursement. Sponsor Bank may reverse Card transactions Sponsor Bank deem to violate this Sub-merchant Tri-Party Agreement, the Laws, Rules, PCI DSS, or Policies, and Merchant agrees to reimburse Sponsor Bank for any such reversal. If any terms of this Sub-merchant Tri-Party Agreement conflict with the Rules, including PCI DSS, the Rules will govern.

3.3 DATA SECURITY

Merchant must keep secure all systems and media containing account, Cardholder, or transaction information (physical or electronic) and destroy in a manner that will render the data unreadable all such media that is no longer necessary or appropriate to store. If Merchant store Cardholder account numbers, expiration dates, and other personal Cardholder data in a database,



Merchant must follow Card Brand guidelines on securing such data. Merchant may not retain or store magnetic stripe or CVV2, CVC2, or CID data after authorization. Merchant shall maintain industry “best practices” regarding continuity procedures and systems to ensure security of Cardholder account information in the event of a disruption, disaster, or failure of Merchant’s respective data storage system and/or facility. Merchant agree to display Merchant’s consumer privacy policy on Merchant’s website as well as Merchant’s security method for transmission of Cardholder data.

3.4 PROHIBITED PRACTICES

Merchant will not present for processing or credit, directly or indirectly, any transaction not originated as a result of a Card transaction directly between Merchant and a Cardholder or any transaction Merchant knows or should know to be fraudulent or not authorized by the Cardholder. Sponsor Bank will refer perpetrators of fraudulent transactions, in Sponsor Bank discretion, to the appropriate law enforcement agency. Merchant must not honor any Card that is expired or listed on a current Electronic Warning Bulletin file, regardless of whether authorization has been obtained. Merchant must not request an ACH transfer that violates the Rules or Laws. Merchant agrees not to initiate any ACH debits or credits to or from a savings account, or a foreign bank or the branch of a foreign bank in a U.S. territory. The term foreign bank does not include: (i) A U.S. agency or branch of a foreign bank; and (ii) An insured bank organized under the laws of a U.S. territory. Merchant may not split transactions into multiple Card transactions except where: (a) partial payment is entered on the transaction record and the balance of the transaction amount is paid in cash or by check at the time of transaction; or, (b) the amount represents an advance deposit in a Card transaction completed in accordance with this Sub-merchant Tri-Party Agreement and the Rules. Merchant will not use the Services to accept amounts representing the refinancing of an existing uncollectible obligation, debt, or dishonored check of a Cardholder. Merchant may not process transactions for, receive payments on behalf of, or (unless required by Law) redirect payments to a third party. Merchant must not use the Service for high risk transactions or illegal activities, as per the Policies.

3.5 RECURRING TRANSACTIONS

Merchant must obtain the Cardholder’s prior written consent for recurring transactions, including a description of the product and the frequency and duration of the recurring charge, and notify the Cardholder that he or she may cancel recurring billing charges at any time. Merchant must retain evidence of such written consent for 24 months from the date Merchant submit the last recurring billing charge. Merchant will honor any Cardholder cancellation, and if this Sub-merchant Tri-Party Agreement is terminated for any reason, Merchant will, at Merchant’s own cost, advise all Cardholders to whom Merchant submit recurring billing charges that Merchant no longer accept the Card for amounts owed.

3.6 ACH PROCESSING

To enable Merchant to make and accept ACH payments, Merchant authorizes Sponsor Bank to originate credit or debit records for the purpose of a funds transfer (“**Entries**”) into the ACH network. Sponsor Bank will use reasonable efforts to originate Entries on Merchant’s behalf in accordance with this Sub-merchant Tri-Party Agreement. Merchant must only submit Entries for bona fide transactions with Merchant’s customers made in the ordinary course of business in accordance with this Sub-merchant Tri-Party Agreement, the Rules, and Laws. Merchant shall obtain and maintain appropriate authorizations in accordance with the Rules from each of Merchant’s customers for each ACH transaction. All disputes between Merchant and any of Merchant’s customers relating to any ACH transaction must be resolved between Merchant and that customer. If ProPay receives any notice of an ACH dispute or NACHA inquiry, Sponsor Bank will forward such notice directly to Merchant. ProPay bears no financial responsibility for any disputed transaction. Merchant must maintain an unauthorized return rate, as described in the NACHA Regulations, below 0.5% of originating debits.

3.7 USE OF TRADEMARKS

The Card Brands are the sole and exclusive owners of their marks and Merchant’s use of their marks must comply with the Rules. Sponsor Bank is the sole and exclusive owner of Sponsor Bank marks and Merchant’s use of Sponsor Bank marks will fully comply with Sponsor Bank policies and instructions. At any time Sponsor Bank may prohibit Merchant’s use of the marks or require changes to Merchant’s use of the marks as Sponsor Bank deem necessary or appropriate. Merchant’s right to use Sponsor Bank marks and the Card Brand marks will cease upon termination of this Sub-merchant Tri-Party Agreement and Merchant agrees not to contest the ownership of the marks for any reason.

3.8 THIRD PARTY SERVICE PROVIDERS

Merchant may be using special services or software provided by a third party to assist Merchant in processing transactions, including authorizations and settlements, or accounting functions. Merchant must make sure that such third parties comply with the Rules (including PCI DSS) and Laws. Merchant must notify Vantage if Merchant uses third party service providers. If there is unauthorized access to Cardholder data in the possession of Merchant or Merchant’s agents, Merchant must immediately notify Vantage and cooperate with Sponsor Bank regarding reasonable requests for information regarding the compromise.

3.9 CONFIDENTIALITY

Merchant must retain in strictest confidence all information and data belonging to or relating to Sponsor Bank business, and will safeguard such information and data by using the same degree of care, but no less than a reasonable amount of care, that Merchant use to protect Merchant’s own confidential information.

3.10 DISPUTES

a) MERCHANT’S DUTY TO MONITOR

ProPay will not, and has no obligation to, confirm the validity of the recipient or the underlying transaction pursuant to which funds are transferred. Sponsor Bank assume no liability for any unauthorized transfer request and the attendant transfer of funds, unless and until Sponsor Bank receive appropriate and timely notice by Merchant of the unauthorized transfer requests. Merchant must promptly and consistently inspect Merchant’s transaction history. Immediately report any possible errors.



b) DISPUTES, INQUIRIES, AND CHARGEBACKS

All disputes between Merchant and any of Merchant's customers relating to any ACH transaction must be resolved between Merchant and that customer. If ProPay receives any notice of an ACH dispute or NACHA inquiry, Sponsor Bank will forward such notice directly to Merchant. Working with Vantage, Sponsor Bank will handle Card Brand inquiries about Merchant's card transactions, in addition to disputes between Merchant and a customer involving card payment transactions. Based on customer disputes Sponsor Bank may reverse Card transactions ("chargebacks"), and Sponsor Bank will offset the value of such chargebacks from monies owed to Merchant. Merchant must not reenter or reprocess any Card transaction that has been charged back, but instead allow the chargeback process to proceed to its conclusion as described in each Card Brand's Rules. If Merchant disagrees with a chargeback, Merchant may request a chargeback reversal within the applicable Card Brand's timeline in its Rules. The existence of excessive Chargebacks, as determined in Vantage's reasonable discretion, will be a breach of this Sub-merchant Tri-Party Agreement and may result in action as Sponsor Bank deem necessary, including, but not limited to, termination or suspension of processing privileges or creation or maintenance of a reserve. Sponsor Bank may revoke or reverse any credit given to Merchant where: (i) the Card transaction was not made in compliance with this Sub-merchant Tri-Party Agreement and the Laws, Rules, and Policies; (ii) the Cardholder disputes liability to Sponsor Bank for any reason, including but not limited to those chargeback rights enumerated in the Rules; (iii) the Card transaction was not directly between Merchant and the Cardholder; or (iv) a deposit to Merchant was made erroneously.

c) REFUND CREDITS

Merchant will issue a credit memorandum instead of making a cash advance, a disbursement, or a refund on any Card transaction. Sponsor Bank will debit from amounts owing Merchant for the total face amount of each credit memorandum submitted. Merchant will not submit a credit relating to any Card transaction not originally submitted to Sponsor Bank, nor will Merchant submit a credit that exceeds the amount of the original Card transaction. Merchant will, within the time period specified by the Rules, provide Sponsor Bank with a credit memorandum or credit statement for every return of goods or forgiveness of debt for services that were the subject of a Card transaction.

4. FEES, TAXES & IRS REPORTING

4.1 FEES

Fees for the Services are set out in the Agreement provided to Merchant by Vantage or software solution.

4.2 DEPOSIT OF FUNDS TO MERCHANT POOL ACCOUNT

Sponsor Bank sponsor banks will deposit to the non-interest bearing pooled account titled in the name of Sponsor Bank sponsor bank for the benefit of all ProPay merchants ("Merchant Pool Account") all amounts of Card transactions complying with the terms of this Sub-merchant Tri-Party Agreement and the Rules. Sponsor Bank will instruct Sponsor Bank sponsor bank to move funds owed to Merchant from the Merchant Pool Account to an account designated by Merchant's or through Vantage to an account designated by Vantage ("Designated Account"). Merchant acknowledges that the Designated Account may be an account owned by Vantage and that ProPay may rely on the information provided by the Vantage with respect to the Designated Account. Merchant agrees that ProPay's deposit of funds to the Designated Account discharges ProPay of its settlement obligations to Merchant. Any disputes concerning the amount of funds or their receipt in the Designated Account will be between Merchant and Vantage.

4.3 ELECTRONIC FUNDS TRANSFER AGREEMENT

Merchant authorizes ProPay to initiate, process, transmit, and settle through Sponsor Bank sponsor bank ACH debits or credits to the Designated Account. Merchant's authorization will remain in effect after termination of this Sub-merchant Tri-Party Agreement and until ProPay has received written notice terminating this authorization and all Merchant's obligations to ProPay have been paid in full. Merchant irrevocably authorizes Sponsor Bank to immediately debit the Designated Account for the amounts of any chargebacks, ACH returns, fines, losses, and costs Sponsor Bank may incur because of Merchant's use of the Services. Merchant may change the Designated Account, but no more than once every 90 days, and must promptly notify Vantage of any changes.

4.4 RESERVE

ProPay may, in its reasonable discretion, establish a reserve if it believes there is a risk of potential chargebacks, returns, or any other risk or liability associated with Merchant's use of the Services or to ensure current or future payment owed to ProPay. Sponsor Bank will provide Merchant with notice of the reserve and the terms of the reserve. ProPay may require that a certain portion of Merchant's transaction proceeds be held by Sponsor Bank in reserve for a certain period of time, or that Merchant make a lump sum payment for the reserve. ProPay may change the terms of the reserve at any time by providing Merchant with notice of the new terms. ProPay has the right to use Merchant's funds in the Merchant Pool Account or funds otherwise owed to Merchant to establish, increase, or maintain funds in reserve. Sponsor Bank may hold a reserve as long as Sponsor Bank deem necessary to mitigate risks associated with Merchant's transactions. Merchant understand and agree that if Merchant is required to establish a reserve, Merchant have an obligation under this Sub-merchant Tri-Party Agreement to maintain at all times the balance in the reserve set by ProPay. ProPay may, without notice, apply funds designated as reserves against any outstanding amounts owed to Sponsor Bank under this Sub-merchant Tri-Party Agreement. ProPay may also debit the reserve to exercise its rights under this Sub-merchant Tri-Party Agreement to collect any amounts due to Sponsor Bank including, without limitation, rights of set-off and recoupment. Merchant agrees that it is liable for all obligations associated with Merchant's use of the Services even after the release of any reserve. Merchant will not be entitled to a return of any sums remaining in reserve for up to 270 days following termination of Merchant's use of the Services.

4.5 TAXES & IRS REPORTING

To comply with IRS 1099-K reporting requirements, Sponsor Bank may be required to file a form 1099-K with the U.S. Internal Revenue Service (IRS). Sponsor Bank may collect federal backup withholding upon transaction settlement, on behalf of the IRS,



from Merchant if Merchant does not supply Merchant's legal name, SSN or EIN, or if Merchant fails to respond to a request from Sponsor Bank to verify the same.

5. MERCHANT'S WARRANTIES & INDEMNIFICATION

5.1 REPRESENTATIONS AND WARRANTIES

Merchant represents and warrants to Sponsor Bank: (1) that all information Merchant submits to Sponsor Bank relating to Merchant's application to use and its continued use of the Services is correct, complete, and fully describes and details the nature, type, and scope of the business in which Merchant is engaged; (2) that representative entering into this Sub-merchant Tri-Party Agreement on behalf of Merchant is at least 18 years of age; (3) that, if an individual account, Merchant is a sole proprietorship validly existing in the United States or its territories, and if an entity, that the entity was validly formed, registered and is in good standing in at least one of the fifty United States or its territories; (4) that Merchant have never been placed on the Mastercard MATCH system or the Combined Terminated Merchant File, and if so, Merchant have disclosed this to Sponsor Bank or to Vantage; and (5) that all transactions are bona fide and no transaction involves the use of a Card 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 in writing with Sponsor Bank.

5.2 INDEMNIFICATION

Merchant agrees to indemnify, defend, and hold Sponsor Bank harmless for and from any and all loss, cost, expense, claim, damage, and liability (including attorneys' fees and costs, and collections costs) paid or incurred by Sponsor Bank and arising from, caused by, or attributable to, any of the following: (1) any of Merchant's acts or omissions with respect to Merchant's use of the Services; (2) acting any Card transaction processed under this Sub-merchant Tri-Party Agreement; (3) any breach by Merchant of this Sub-merchant Tri-Party Agreement; (4) willful misconduct, fraud, intentional tort or negligence by Merchant or that of Merchant's employees, agents or representatives; (5) action by Sponsor Bank exercising any right Sponsor Bank have under this Sub-merchant Tri-Party Agreement, Laws, Rules, or Policies.

6. PROPAY'S LIABILITY & DISCLAIMER OF WARRANTIES

6.1 LIMITATION OF LIABILITY

Any liability Sponsor Bank have to Merchant under this Sub-merchant Tri-Party Agreement, whatever the basis of the liability, will not exceed in the aggregate the amount of \$5,000. In no event will Sponsor Bank be liable for indirect, special, or consequential damages.

6.2 DISCLAIMER OF WARRANTIES

The Services are provided "AS IS" and "AS AVAILABLE." Sponsor Bank makes no warranty, express or implied, regarding the Services, and nothing contained in this Sub-merchant Tri-Party Agreement will constitute such a warranty. To the extent allowed by Law, Sponsor Bank disclaims all implied warranties and conditions, express, implied or statutory, including without limitation those of merchantability and fitness for a particular purpose, the implied warranties of title and/or non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to Merchant. Each party acknowledges that it has not entered into this Sub-merchant Tri-Party Agreement in reliance upon any warranty or representation except those specifically set forth herein.

7. INTELLECTUAL PROPERTY RESTRICTIONS

All materials or intellectual property provided to Merchant in connection with the Services ("**Materials**") are protected intellectual property of ProPay or its third party providers. Merchant shall not (and shall not permit any agent or third party) to: (a) copy all or any portion of any Materials; (b) decompile, disassemble, or otherwise reverse engineer (except to the extent expressly permitted by applicable law, notwithstanding a contractual obligation to the contrary) the Services or Materials, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Services or any Materials or any portion thereof; (c) modify, translate, or otherwise create any derivative works based upon the Services or any Materials; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge, or otherwise transfer the Services or any Materials, in whole or in part, to any third party; or (e) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on the Services or in any Materials.

8. SECURITY INTEREST, BANKRUPTCY, PERSONAL GUARANTEE

This Sub-merchant Tri-Party Agreement will constitute a security Sub-merchant Tri-Party Agreement under the Uniform Commercial Code wherein Merchant grants to Sponsor Bank a security interest in and lien upon: (a) all funds representing amounts owing Merchant under this Sub-merchant Tri-Party Agreement at any time in the Merchant Pool Account, regardless of the source of such funds; (b) all funds at any time in reserve, regardless of the source of such funds; (c) present and future Card transactions; (d) any amount which may be due to Merchant under this Sub-merchant Tri-Party Agreement, including, without limitation all rights to receive any payments or credits under this Sub-merchant Tri-Party Agreement; and (e) upon Sponsor Bank request, any other security to secure Merchant's obligations under this Sub-merchant Tri-Party Agreement. (collectively, the "**Secured Assets**"). 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 Sub-merchant Tri-Party Agreement and any other agreements now existing or later entered into between Merchant and Sponsor Bank and Sponsor Bank will have all rights afforded under the Uniform Commercial Code, any other applicable law, and in equity. Sponsor Bank 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 Sponsor Bank written consent prior to granting a security interest of any kind in the Secured Assets to a third party. Merchant agrees that this is a contract of recoupment and as such, Sponsor Bank 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 agrees not to contest or object to any motion for relief from the automatic stay filed by Sponsor Bank.

9. GOVERNING LAW, JURISDICTION, WAIVER OF JURY TRIAL

This Sub-merchant Tri-Party Agreement will be governed by and construed in accordance with the laws of Utah except where federal law is applicable. Merchant agrees that all performances and transactions under this Sub-merchant Tri-Party Agreement will be deemed to have occurred in Utah and that Merchant's entry into and performance of this Sub-merchant Tri-Party Agreement will be deemed to be the transaction of business within the state of Utah. Merchant agrees that the exclusive jurisdiction and venue for any disputes hereunder shall be an appropriate court located in Salt Lake County, Utah. Merchant agrees to waive any right to trial by jury in any action concerning any rights or disputes under this Sub-merchant Tri-Party Agreement.

10. MISCELLANEOUS

10.1 AGENCY RELATIONSHIP

Merchant authorizes Sponsor Bank with respect to the Services to act as Merchant's agent for the limited purposes of holding, receiving, and disbursing funds on Merchant's behalf. Merchant's authorization permits ProPay to generate an electronic funds transfer to process each payment transaction. This authorization will continue until this Sub-merchant Tri-Party Agreement is terminated. Merchant agrees that ProPay's receipt of transaction proceeds satisfies Merchant's customers' obligations to Merchant.

10.2 FORCE MAJEURE

No party will be liable to the other party for any failure or delay in its performance of this Sub-merchant Tri-Party Agreement if such failure or delay arises out of causes beyond the control and without the fault or negligence of such party.

10.3 SEVERABILITY AND WAIVER

If any provision of this Sub-merchant Tri-Party Agreement is held invalid, illegal, void, or unenforceable by reason of any judicial decision, all other provisions of this Sub-merchant Tri-Party 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 Sub-merchant Tri-Party Agreement by Sponsor Bank shall be construed as a waiver or estoppel of such provision or right, nor shall it amend this Sub-merchant Tri-Party Agreement or affect the validity of this Sub-merchant Tri-Party Agreement or curtail Sponsor Bank ability to enforce such provision or exercise such right in the future. All waivers must be in writing and signed by Sponsor Bank.

10.4 RIGHTS AND REMEDIES CUMULATIVE

The rights conferred upon Sponsor Bank in this Sub-merchant Tri-Party Agreement are not intended to be exclusive of each other or of any other rights and remedies Sponsor Bank have under this Sub-merchant Tri-Party Agreement, at law, or in equity. Rather, each right Sponsor Bank have at law or in equity will be cumulative and concurrent and in addition to every other right.

10.5 ENTIRE AGREEMENT

This Sub-merchant Tri-Party Agreement, including, Policies, the Rules, and any amendment or supplement to this Sub-merchant Tri-Party Agreement or other referenced agreements, all of which are incorporated into this Sub-merchant Tri-Party Agreement, constitutes the entire agreement between the parties, and all prior or other agreements or representations, written or oral, are superseded by this Sub-merchant Tri-Party Agreement.

10.6 CONSTRUCTION

The headings used in this Sub-merchant Tri-Party Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

10.7 ASSIGNABILITY

This Sub-merchant Tri-Party Agreement may be assigned by Sponsor Bank but may not be assigned by Merchant without Sponsor Bank prior written consent.

10.8 AMENDMENTS

Merchant is bound by this Sub-merchant Tri-Party Agreement as it may be amended or revised at any time upon notice to Merchant. It is Merchant's sole responsibility to review and maintain familiarity with the Sub-merchant Tri-Party Agreement, Rules, Law and Policies. If Merchant does not agree to the aforementioned amendments and does not wish to be bound the terms and conditions thereto, Merchant shall provide written notice to Vantage. If Merchant does not agree to the terms of the amendment, Merchant's right to use the Services will be terminated.

10.9 CONSENT TO DO BUSINESS ELECTRONICALLY, ELECTRONIC COMMUNICATION, AND NOTICES

Merchant consents to do business electronically, which means that Merchant agrees that all ProPay 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 ProPay (all of which are referred to herein as the "Communications") may be presented, delivered, stored, retrieved, and transmitted electronically. Merchant must keep Vantage informed of any change in Merchant's electronic or mailing address or other contact information. Merchant may withdraw Merchant's consent to doing business under the ProPay agreements and policies electronically at any time by contacting Vantage and withdrawing Merchant's consent to transact business electronically. If Merchant do so, this Sub-merchant Tri-Party Agreement will be terminated. However, any Communications or transactions between Sponsor Bank before Merchant's



withdrawal of such consent, will be valid and binding. Any written notice to Sponsor Bank must be sent to: ProPay, Inc., 3400 N Ashton Blvd, Suite 200, Lehi, UT 84043, and if to Merchant: to the last address shown on Vantage's records.

LAST UPDATED 10/1/2025