

PAYRIX DIRECT MERCHANT AGREEMENT

Version: 10.2022

This Merchant Services Agreement for Sub-Merchants (Merchant Agreement) is made among (i) the bank identified on the Member Bank Disclosure Page attached hereto (Acquirer), (ii) Payrix, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part, and (iii) the Sub-Merchant, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part. This Merchant Agreement incorporates by reference the [Payrix Terms of Service](#), and capitalized terms not otherwise defined herein have the respective meanings given them in the [Payrix Terms of Service](#). Acquirer will provide Sub-Merchant with certain payment processing (the Acquirer Services) in accordance with the terms of this Merchant Agreement. In consideration of Sub-Merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with Visa, Mastercard, Discover, and certain similar entities (collectively, Payment Networks), Sub-Merchant is required to comply with the Rules (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-Merchant meets certain requirements under the Rules or a Payment Network or the Rules otherwise require, Sub-Merchant may be required to enter into a direct relationship with an entity that is a Member of the Payment Networks. By agreeing to the Payrix Terms of Service to which this Merchant Agreement is an exhibit (by click through agreement or otherwise), Sub-Merchant has fulfilled this requirement, if and when applicable. However, Acquirer understands that Sub-Merchant may have contracted with Payrix to obtain certain processing services and that Payrix may have agreed to be responsible to Sub-Merchant for all or part of Sub-Merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. Certain Sub-Merchant Responsibilities

Sub-Merchant agrees to comply, and to cause third parties acting as Sub-Merchant's agent (Agents) to comply, with the Payment Networks' by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks (collectively, Rules). Sub-Merchant may review the Visa, Mastercard, and Discover websites for a copy of the Visa, Mastercard and Discover regulations. The websites are: <http://usa.visa.com/merchants/>; and <http://www.mastercard.com/us/merchant/> and <http://www.discovernetwork.com/merchants/>. Without limiting the foregoing, Sub-Merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-Merchant's software providers and/or equipment providers. If so indicated in the Payrix Terms of Service, Sub-Merchant may be a limited-acceptance merchant, which means that Sub-Merchant has elected to accept only certain Visa and Mastercard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Rules and applicable law as they may relate to limited acceptance. Sub-Merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale. Sub-Merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-Merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-Merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Sub-Merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-Merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-Merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-Merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 - Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand.

2. Sub-Merchant Prohibitions.

Sub-Merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to transactions, unless applicable law expressly requires that a Sub-Merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-Merchant, v) disburse funds in the form of cash unless Sub-Merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, Travel Money cards, or foreign currency, plus any commission or fee charged by the Sub-Merchant), or Sub-Merchant is participating in a cash back service, vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-Merchant, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or ix) submit a transaction that represents collection of a dishonored check. Sub-Merchant further agrees that, under no circumstance, will Sub-Merchant store cardholder data in violation of applicable laws or the Rules including but not limited to the storage of track-2 data. Neither Sub-Merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. Settlement

Upon receipt of Sub-Merchant's sales data for card transactions, Acquirer will process Sub-Merchant's sales data to facilitate the funds transfer between the various Payment Networks and Sub-Merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-Merchant directly to Sub-Merchant's designated demand deposit account (Sub-Merchant-Owned Designated Account) or, at Sub-Merchant's request, to a third-party check writer's account. Any dispute regarding amount of settlement shall be between Payrix and Sub-Merchant. Any dispute regarding the receipt of settlement shall be between Acquirer and Sub-Merchant, with Payrix managing and working to resolve any such dispute. Acquirer will debit the Payrix reserve account for funds owed to Acquirer as a result of the Acquirer Services provided hereunder, provided that Acquirer may also debit the Sub-Merchant-Owned Designated Account for funds owed to Acquirer as a result of the Acquirer Services provided hereunder. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-Merchant or the Payrix reserve account.

4. Term and Termination.

This Merchant Agreement shall be binding upon Sub-Merchant upon Sub-Merchant's acceptance (by click through agreement or otherwise). The term of this Merchant Agreement shall begin, and the terms of the Merchant Agreement shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts this Merchant Agreement by issuing a merchant identification number and shall be coterminous with the Payrix Terms of Service with Sub-Merchant. Notwithstanding the foregoing, Acquirer may immediately cease providing Acquirer Services and/or terminate this Merchant Agreement without notice if (i) Sub-Merchant or Payrix fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-Merchant or Payrix may be a violation of the Rules or any applicable laws, (iii) Acquirer believes that Sub-Merchant has violated or is likely to violate the Rules or applicable laws, (iv) Acquirer determines Sub-Merchant poses a financial or regulatory risk to Acquirer or a Payment Network, (v) Acquirer's agreement with Payrix terminates, (vi) any Payment Network deregisters Payrix, (vii) Acquirer ceases to be a Member of the Payment Networks or fails to have the required licenses, or (viii) Acquirer is required to do so by any Payment Network. Notwithstanding the foregoing, Acquirer may cease providing Acquirer Services and/or terminate this Merchant Agreement for any reason or no reason at all following thirty (30) days written notice to Sub-Merchant and Payrix.

5. Limits of Liability.

Sub-Merchant agrees to provide Acquirer, via a communication with Payrix, with written notice of any alleged breach by Acquirer of this Merchant Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-Merchant and a waiver of any and all rights to dispute such breach. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS MERCHANT AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-Merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Merchant Agreement. In the event that Sub-Merchant has any claim arising in connection with the Acquirer Services, rights, and/or obligations defined in this Merchant Agreement, Sub-Merchant shall proceed against Payrix and not Acquirer, unless otherwise specifically set forth in the Rules. In no event shall Acquirer have any liability to Sub-Merchant with respect to this Merchant Agreement or the Acquirer Services. Sub-Merchant acknowledges Acquirer is only providing this Merchant Agreement to assist in Payrix's processing relationship with Sub-Merchant, that Acquirer is not liable for any action or failure to act by Payrix, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-Merchant by Payrix. If Payrix is unable to provide its services to Sub-Merchant in connection with this Merchant Agreement and Acquirer elects to provide those services, directly, Sub-Merchant acknowledges and agrees that the provisions of this Merchant Agreement will no longer apply and the terms of Acquirer's then current Bank Card Merchant Agreement, which would be provided to Sub-Merchant, will govern Acquirer's relationship with Sub-Merchant. If Payrix subsequently provides its services to Sub-Merchant in connection with this Merchant Agreement, Acquirer will cease to provide such services after receipt of notice from Payrix and this Merchant Agreement will govern Acquirer's relationship with Sub-Merchant.

6. Miscellaneous.

This Merchant Agreement is entered into, governed by, and construed pursuant to the laws of the State of Texas without regard to conflicts of law provisions. This Merchant Agreement may not be assigned by Sub-Merchant without the prior written consent of Acquirer. This Merchant Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Merchant Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-Merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Merchant Agreement upon notice to Sub-Merchant in accordance with Acquirer's standard operating procedure. If any provision of this Merchant Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Merchant Agreement will be construed as if such provision is not contained in the Merchant Agreement. The Acquirer may be changed, and its rights and obligations assigned to another party, by Acquirer at any time without notice to Sub-Merchant. For purposes of protecting its interests as Acquirer hereunder, and without prejudicing Payrix's rights hereunder, Acquirer may exercise any right or remedy of Payrix in the Payrix Terms of Service in its performance hereunder, and may also enforce any obligation of Sub-Merchant in the Payrix Terms of Service against Sub-Merchant.

MEMBER BANK DISCLOSURE PAGE

Version: 10.2022

Fifth Third Bank Direct Merchant Agreement

This Merchant Services Agreement for Sub-Merchants (Merchant Agreement) is made among (i) Fifth Third Bank (Acquirer, or Bank), (ii) Payrix, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part, and (iii) the Sub-Merchant, as defined in the Payrix Terms of Service to which this Merchant Agreement becomes a part. This Merchant Agreement incorporates by reference the Payrix Terms of Services, and capitalized terms not otherwise defined herein have the respective meanings given them in the Payrix Terms of Service. Acquirer will provide Sub-Merchant with certain payment processing (the Acquirer Services) in accordance with the terms of this Merchant Agreement. In consideration of Sub-Merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with Visa, Mastercard, Discover, and certain similar entities (collectively, Payment Networks), Sub-Merchant is required to comply with the Rules (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-Merchant meets certain requirements under the Rules or a Payment Network or the Rules otherwise require, Sub-Merchant may be required to enter into a direct relationship with an entity that is a Member of the Payment Networks. By agreeing to the Payrix Terms of Service to which this Merchant Agreement is an exhibit (by click through agreement or otherwise), Sub-Merchant has fulfilled this requirement, if and when applicable. However, Acquirer understands that Sub-Merchant may have contracted with Payrix to obtain certain processing services and that Payrix may have agreed to be responsible to Sub-Merchant for all or part of Sub-Merchant's obligations contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. Compliance and Disclosure.

Payment Facilitator Contact Information

Name: Payrix Solutions, LLC, **Address:** 5605 Glenridge Drive, Suite #375, Atlanta, GA 30342, **Phone:** (855) 672-9749

Member Bank Information

Name: Fifth Third Bank, **Address:** 8500 Governors Hill Drive, Symmes Township, OH 45249-1384, **Phone:** (866) 622-2390

Important Member Bank Responsibilities

- The Bank is the only entity approved to extend acceptance of Payment Network products directly to a Sub-Merchant under this Merchant Agreement.
- The Bank must be a principal (signer) of this Merchant Agreement.
- The Bank is responsible for educating Sub-Merchant on pertinent Visa and Mastercard Rules with which Sub-Merchant must comply; but this information may be provided to you by Payrix.
- The Bank is responsible for and must provide settlement funds to the Sub-Merchant.
- The Bank is responsible for all funds held in reserve.

Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Payment Network thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Payment Network rules.

Sub-Merchant Resources

- Sub-Merchant may download 'Visa Regulations' from Visa's website at: <https://usa.visa.com/support/small-business/regulations-fees.html#3>
- Sub-Merchant may download 'Mastercard Rules' from Mastercard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>