

Merchant Processing Application and Agreement



Please review the information below and sign if everything looks right. If you have any questions please contact your representative.

BUSINESS DETAILS

CONTACT INFORMATION

First Name	<input type="text"/>	Last Name	<input type="text"/>
Email	<input type="text"/>	Phone Number	<input type="text"/>

BUSINESS INFORMATION

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

Business Legal Name	<input type="text"/>	DBA Name	<input type="text"/>
Tax Filing Name	<input type="text"/>	Tax Filing Method	<input checked="" type="checkbox"/> EIN <input type="checkbox"/> SSN
Tax ID (EIN)	<input type="text"/>		
Type of Ownership	<input type="checkbox"/> Government <input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> LLC <input type="checkbox"/> Non-Profit Org <input type="checkbox"/> Private Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Public Corporation <input type="checkbox"/> Tax Exempt		
Stock Exchange (Only applicable for Public Corporations)		Stock Ticker Symbol	<input type="text"/> (NYSE or NASDAQ)
<input type="checkbox"/> NYSE or NASDAQ <input type="checkbox"/> Other/Not Applicable			
Industry (MCC)	<input type="text"/>	Business Description	<input type="text"/>
Industry Options	<input type="checkbox"/> Quasi Cash	Business Start Date	<input type="text"/>
Website	<input type="text"/>	Business Phone	<input type="text"/>

BUSINESS ADDRESS

Street Address 1	<input type="text"/>		
Street Address 2	<input type="text"/>	City	<input type="text"/>
State	<input type="text"/>	ZIP	<input type="text"/>
Country	<input type="text"/>		

BUSINESS LEGAL MAILING ADDRESS

Street Address 1	<input type="text"/>		
Street Address 2	<input type="text"/>	City	<input type="text"/>
State	<input type="text"/>	ZIP	<input type="text"/>
Country	<input type="text"/>		

OWNER INFORMATION

Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business, or who have significant responsibility to control, manage, or direct your business.

BUSINESS OWNER INFORMATION

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
Title	<input type="checkbox"/> CEO <input type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> LLC Member <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> President <input type="checkbox"/> Secretary <input type="checkbox"/> Treasurer <input type="checkbox"/> Vice President			Street Address 2	<input type="text"/>	City	<input type="text"/>
% Ownership	<input type="text"/> 0	%	Personal Guarantee	<input type="checkbox"/> Yes	State	<input type="text"/>	ZIP
SSN	<input type="text"/>	Date of Birth	<input type="text"/>	Country	<input type="text"/>		
Mobile Phone	<input type="text"/>						
Email	<input type="text"/>						

ADDITIONAL BUSINESS OWNER (1)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>		
% Ownership	<input type="text"/>	%	SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP	<input type="text"/>
				Country	<input type="text"/>		

ADDITIONAL BUSINESS OWNER (2)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>	
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City <input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP <input type="text"/>
				Country	<input type="text"/>	

ADDITIONAL BUSINESS OWNER (3)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>	
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City <input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP <input type="text"/>
				Country	<input type="text"/>	

ADDITIONAL BUSINESS OWNER (4)

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>	
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City <input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP <input type="text"/>
				Country	<input type="text"/>	

BANKING AND PROCESSING

DEPOSIT BANK ACCOUNT

Bank Name	<input type="text"/>		
Account Type	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	
Routing Number	<input type="text"/>	Account Number	<input type="text"/>

WITHDRAWAL BANK ACCOUNT

Withdrawal account is not required if it is the same as the Deposit account.

Bank Name	<input type="text"/>		
Account Type	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	
Routing Number	<input type="text"/>	Account Number	<input type="text"/>

PROCESSING VOLUME

Average Monthly Card Volume	\$ <input type="text"/> / month
Average Transaction Amount	\$ <input type="text"/>

PRODUCT / SERVICE DELIVERY WINDOWS

On average, Products / Services are delivered in

☐ Same Day ☐ 0-7 Days ☐ 8-14 Days ☐ 15-30 Days ☐ 30+ Days

MODE OF TRANSACTION

In Person	<input type="text"/> %
Telephone	<input type="text"/> %
Online	100 %
Must total 100%	

THIRD PARTY PROVIDER

Do you use any third party provider (TPP) to store, process or transmit cardholder data? (Examples include but are not limited to web hosting companies, Electronic Data Capture, Loyalty programs, software)

☐ Yes ☒ No

If so, please provide third party provider information:

TPP Name	<input type="text"/>
TPP Email	<input type="text"/>
TPP Phone	<input type="text"/>

EQUIPMENT

NEW ORDERS

Product Name	Network	Qty	Price *	Frequency
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	<input type="text"/>

Clover Menu Requested ☐

* Price does not include tax and shipping & handling.

SHIP EQUIPMENT TO

Ship To Attention

Ship To Email

Street Address 1

Street Address 2

City

State

ZIP

Country

MERCHANT SERVICES

AMERICAN EXPRESS

Amex Program

☒ Amex OptBlue

☐ Amex ESA

Amex ESA SE

IATA/ARC Number

DISCOVER

Discover Program

☒ Discover Full ACQ

☐ Discover EASI

Discover EASI SE

Discover Industry Options

☐ Enable Incremental Authorizations

☐ Debt Repayment Program

PRICING INFORMATION

PRICING

Discount Frequency

☒ Monthly

☐ Daily

Funding Rollup

☐ Net Fees and Deposits

☒ Separate Fees and Deposits

☐ Individual Batches

DUES & ASSESSMENTS

☒ Dues & Assessments

In addition to the fees described in this Merchant Application and Agreement, you must pay us all Card Organization Charges. "Card Organization Charges" means all fees, charges, liabilities, or obligations that a Card Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card Organization Charges are not subject to the consequential damages exclusion in Section 28 of the Program Guide and include but are not limited to: assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks.

PROGRAM

☐ Merchant Surcharge Program

A Surcharge is an additional fee that you add to relevant transactions as permitted by the Card Organization Rules and applicable laws (together, Applicable Laws). By choosing to assess a Surcharge and participate in this "Merchant Surcharge Program" (MSP), you agree that you are solely responsible for: (1) complying with all Applicable Laws and the Your Payments Acceptance Guide (which is contained in your Program Guide); (2) properly and clearly disclosing the existence and amount of any Surcharge to Cardholders in accordance with Applicable Laws; and (3) ensuring any Surcharge you add to a transaction does not exceed the limit provided in the Card Organization Rules. MSP is provided to you only by Processor and not by Bank.

You also agree that: (1) you are assessing a Surcharge on Cardholders for certain Credit Card transactions in an amount equal to the Surcharge Rate reflected below; (2) you will pay us the Discount Fees for Credit Card and Debit Card transactions on gross sales for all of the transactions that you submit (without reduction for refunds, returns, or chargebacks); (3) you will pay us the Transaction Fee (the fixed charge per transaction reflected below for each Debit Card transaction) for each sale and refund that you submit, as well as any other fees or charges reflected in this merchant processing agreement and which are not replaced by the MSP; (4) you will not assess a Surcharge for the portion of the transaction that is tip on paper, and you will be responsible to pay us the Discount Fee for the gross amount of all tips on paper; (5) you will be responsible to refund Cardholders any Surcharge you assess in the amount billed on such transaction; (6) you will not assess a Surcharge for card not present transactions on cardholders whose billing ZIP code corresponds to states or US territories where Surcharging is prohibited by Applicable Law (including but not limited to, Connecticut, Massachusetts, Puerto Rico), you will be responsible to pay us the Discount Fee for such transactions, and you will comply with Applicable Laws any time you apply the MSP; and (7) we may change or cancel this Merchant Surcharge Program upon notice to you. We disclaim all warranties regarding the MSP; it is provided to you on an "as-is, with all faults" basis. Your use of the MSP does not: (1) guarantee compliance with any laws, Card Organization Rules, or applicable standards (including the PCI DSS), (b) affect your obligation to comply with laws, Card Organization Rules, and applicable standards (including the PCI DSS), or (3) guarantee protection against a Data Incident.

Visa Credit Card Discount Fee	2.9126	%	Consumer Surcharge Rate Billed by Merchant	3.00	%
Mastercard Credit Card Discount Fee	2.9126	%	Debit Card Transaction Fee	\$ 0.25	/ Each
Discover Credit Card Discount Fee	2.9126	%			
Amex Credit Card Discount Fee	2.9126	%			
Debit Card Discount Fee	1.25	%			

TIERED

Discount Fees	Credit	Non-PIN Debit	Discount Fees	Credit	Non-PIN Debit
Visa Qualified	<input type="text"/> %	<input type="text"/> %	Discover Qualified	<input type="text"/> %	<input type="text"/> %
Visa Mid-Qualified	<input type="text"/> %	<input type="text"/> %	Discover Mid-Qualified	<input type="text"/> %	<input type="text"/> %
Visa Non-Qualified	<input type="text"/> %	<input type="text"/> %	Discover Non-Qualified	<input type="text"/> %	<input type="text"/> %
Mastercard Qualified	<input type="text"/> %	<input type="text"/> %	Amex Qualified	<input type="text"/> %	
Mastercard Mid-Qualified	<input type="text"/> %	<input type="text"/> %	Amex Mid-Qualified	<input type="text"/> %	
Mastercard Non-Qualified	<input type="text"/> %	<input type="text"/> %	Amex Non-Qualified	<input type="text"/> %	

INTERCHANGE PLUS

Pass Through Interchange — You will be charged the applicable interchange rate from Mastercard, Visa, Discover and American Express as well as the Discount Fees listed below. Interchange Rates are variable and are determined by how your transactions clear, and are subject to change.

Passthrough Interchange Costs ☒ Gross Interchange ☐ Net Interchange

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	<input type="text"/> 0.1 %
Mastercard Qualified	<input type="text"/> 0.1 %
Discover Qualified	<input type="text"/> 0.1 %
Amex Qualified	<input type="text"/> .25 %

BILL BACK

Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 26.1) Applies to Non-qualified MC, Visa, Discover, American Express OptBlue Credit and/or Non-PIN Debit Transactions.

%

Discount Fees	Credit	Non-PIN Debit
Visa Qualified	<input type="text"/> %	<input type="text"/> %
Mastercard Qualified	<input type="text"/> %	<input type="text"/> %
Discover Qualified	<input type="text"/> %	<input type="text"/> %
Amex Qualified	<input type="text"/> %	

SWIPED/NON-SWIPED

(If selected, the discount fees below apply to all payment types and brands accepted unless otherwise noted in this agreement)

Swiped or Dipped Discount Fee %
(% of gross transactions)

Swiped or Dipped Transaction Fee \$

Non-Swiped or Non-Dipped Discount Fee %
(% of gross transactions)

Non-Swiped or Non-Dipped Transaction Fee \$

FLAT RATE

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	<input type="text"/> %
Mastercard Qualified	<input type="text"/> %
Discover Qualified	<input type="text"/> %
Amex Qualified	<input type="text"/> %

AUTHORIZATION & TRANSACTION FEES

Authorization Fees (All Card Types)	<input type="text"/> \$ 0.05 / Each
ACH Batch Fee	<input type="text"/> \$ 0.00 / Each
Voice Authorization Fee	<input type="text"/> \$ 0.03 / Each
Address Verification Fee (AVS)	<input type="text"/> \$ 0.01 / Each
Transaction Fees (All Card Types)**	<input type="text"/> \$ 0.05 / Each

**Transaction Fees (All Card Types) and Gateway Transaction Fee will be added together and billed on your merchant statement as "Trans Fee".

PIN DEBIT

Discount Fee	<input type="text"/> %
Transaction Fee	<input type="text"/> \$ / Each

CLOVER FEES

Clover Platform Fee	<input type="text"/> \$ / Monthly
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EBT

FNS#	<input type="text"/>
Transaction Fee	<input type="text"/> \$ / Each

VOYAGER

Authorization Fee	<input type="text"/> \$ / Each
Sales Discount	<input type="text"/> %

WRIGHT EXPRESS

Discount Fee

%

Transaction Fee

\$

/ Each

Chargeback Fee

\$

/ Each

Retrieval Fee

\$

/ Each

CARDPOINTE AND GATEWAY FEES

Setup Fee

\$ 0.00

(One Time)

CardPointe Monthly Platform Fee

\$ 15.00

/ Monthly

Gateway Monthly Fee

\$ 0.00

/ Monthly

Gateway Transaction Fee**

\$ 0.00

/ Each

**Gateway Transaction Fee and Transaction Fees (All Card Types) will be added together and billed on your merchant statement as "Trans Fee".

TRANSARMOR

☐ TransArmor Data Protection

TransArmor Monthly Fee

\$

/ Monthly

MONTHLY AND MISCELLANEOUS FEES

Application Fee

\$ 0.00

(One Time)

Minimum Processing Fee

\$ 0.00

/ Monthly

DDA Rejects

\$ 15.00

/ Each

Statement Fee

\$ 0.00

/ Monthly

Chargeback Fee

\$ 15.00

/ Each

Retrieval Fee

\$ 15.00

/ Each

Annual Membership Fee

\$ 0.00

/ Annual

Regulatory Product Fee

\$ 3.50

/ Monthly

PCI Non-Compliance Fee

\$ 0.00

/ Monthly

Wireless Fee

\$ 0.00

/ Monthly

Wireless Activation Fee

\$ 0.00

(One Time)

PCI Annual Fee

\$ 5.00

/ Annual

PCI Concierge Monthly Fee

\$ 0.00

/ Monthly

CONFIRMATION**EARLY TERMINATION FEE**

The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).

Early Termination Fee

\$ 0.00

Client Initials**PERSONAL GUARANTEE**

In exchange for CardConnect LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, LLC (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Signature**Date****AGREEMENT APPROVAL**

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application, and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Banking and Processing section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the TeleCheck Solutions Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Solutions Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, Servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement will not take effect until Client has been approved and this Agreement has been accepted by Processor and Bank. Acceptance by Processor and Bank will occur upon the earlier of the execution of this Merchant Processing Application and Agreement by Processor and Bank, or the commencement of the provision of the Services by Processor and Bank.

SIGN YOUR AGREEMENT**Signature****Date****CARDCONNECT LLC**

Application Approved By:

Signature**Title****Date****WELLS FARGO BANK N.A. (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC.)**

By: First Data Merchant Services LLC, pursuant to a limited power of attorney

Signature**PROCESSOR INFORMATION****Name**

CardConnect LLC

Address1000 Continental Drive, Suite 300, King of Prussia
PA, 19406**URL**

www.cardconnect.com

Customer Service (Phone)

1-877-828-0720

PROCESSOR INFORMATION:**Name:**

CardConnect LLC

Address:

1000 Continental Drive, Suite 300, King of Prussia, PA 19406

URL:

www.cardconnect.com

Customer Service #:

1-877-828-0720

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by Mastercard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 26 of the Program Guide).
- We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
- There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 15 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
- If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
- The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 28, 38.3, and 40.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
- We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 31, Term; Events of Default and Section 32, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
- By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
- The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A. 3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.

9. Card Organization Disclosure

Visa and Mastercard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834.

Important Member Bank Responsibilities:

- The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
- The Bank must be a principal (signer) to the Agreement.
- The Bank is responsible for educating merchants on pertinent Visa and Mastercard rules with which merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the merchant.
- The Bank is responsible for all funds held in reserve that are derived from settlement.
- The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- Ensure compliance with Cardholder data security and storage requirements.
- Maintain fraud and Chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization Rules and applicable law and regulations.
- Retain a signed copy of this Disclosure Page.
- You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
- You may download "Mastercard Regulations" from Mastercard's website at: www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.
- You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/us/merchant.

Print Client's Business Legal Name:

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version GenCP-WF-2602_PG_02.28.23] consisting of 44 pages [including this Confirmation Page and the applicable Third Party Agreement(s)].

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:**Signature (Please sign below):****Title****Date****Please Print Name of Signer**



PAYLIANCE ACH CLIENT AGREEMENT

This Payliance ACH Client Agreement ("Agreement") constitutes the entire Agreement between the undersigned company, herein referred to as the "Client", and Payliance, Inc., an Ohio Corporation, herein referred to as the "Company" and sets forth the terms and conditions of the obligations of each party. Client understands and agrees that each service listed below is subject to service operating rules ("Service Operating Rules"), which are attached hereto and are a part of this Agreement. Client agrees that it has read and understands the Service Operating Rules and is bound by the terms of all of the Service Operating Rules for each service selected, which may from time to time with 30-days written notice be amended by the Company.

SERVICES PROVIDED

PAYMENT SOLUTIONS

Consumer Accounts:

- ☐ ACH by Phone (TEL)
☐ ACH by Web (WEB)
☐ ACH by Pre-Authorized Debit (PPD)
☐ Credit Transaction Capability (PPD)

Business Accounts:

- ☐ B2B Transactions (CCD)
☐ B2B Credit Transactions

Transaction Submission Method

- ☐ Payliance Integration - API
☐ Payliance Integration - Batch
☐ ReceivablesPro Gateway
☐ Third-Party Gateway: _____

BUSINESS INFORMATION

LEGAL BUSINESS NAME			TAX IDENTIFICATION NUMBER		
BUSINESS DBA NAME (IF DIFFERENT THAN LEGAL NAME)			BUSINESS PHONE NUMBER		
LEGAL BUSINESS ADDRESS			MAIN CONTACT NAME/TITLE		
CITY	STATE	ZIP	EMAIL ADDRESS		
BUSINESS WEBSITE(S):					
MAILING ADDRESS (IF DIFFERENT THAN PHYSICAL BUSINESS ADDRESS)				CITY/STATE/ZIP CODE	

BENEFICIAL OWNER & OFFICER INFORMATION

A. The following information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the legal entity or sole proprietorship for which the account is being opened.

Name of Owner	Title	Social Security Number	DOB	% Owned	Home Address, City, State, Zip	Home Phone Number

B. The following information for one individual with significant responsibility for managing the legal entity listed above, such as: An executive officer or senior manager (e.g., CEO, CFO, COO, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions (where appropriate, an individual listed under Section A above may also be listed in this Section B).

Name of Officer & Title	Social Security Number	DOB	% Owned	Home Address, City, State, Zip	Home Phone Number



PRODUCT SERVICE RATES						
Tran Fee Per Item	Discount Rate %	Statement Fee	Monthly Min. Fee	Return Fee	NOC Fee	Unauthorized Return Fee
\$0.15	N/A	N/A	N/A	\$2.50	\$2.50	\$10.00

Fees for ReceivablesPro Gateway (if selected): Monthly Gateway Fee: \$_____ Per Gateway Transaction Fee: \$_____

Same Day ACH Fee* (Added to Tran Fee Per Item): \$_____ **Per ACH WEB Transaction – Bank Account Validation Fee:** \$_____

*If Same Day ACH Fee entered above, transactions received prior to 9:00 AM, 1:00 PM and 3:00 PM EST will be processed as Same Day ACH

ACH PROCESSING VOLUME AND LIMIT INFORMATION				
Debit Limits	Monthly Volume \$	Average Transaction Amount	Maximum Transaction Amount	Maximum Daily Volume
	\$_____	\$_____	\$_____	\$_____
Credit Limits	Monthly Volume \$	Average Transaction Amount	Maximum Transaction Amount	Maximum Daily Volume
	5,000,000.00 \$_____	250,000.00 \$_____	200,000.00 \$_____	1,000,000.00 \$_____

CLIENT BANKING INFORMATION		
ACH Debit and Credit Authorization: CLIENT hereby authorizes its financial institution to pay and charge to its account by electronic funds transfer or draft the amount due to COMPANY under this Agreement and to accept all credits and debits made to its account. This authorization shall remain in effect until revoked in writing by CLIENT.		
FINANCIAL INSTITUTION	ROUTING NUMBER	ACCOUNT NUMBER
Invoice Account:		
Settlement Account:		

THIS AGREEMENT INCLUDES THE SERVICE OPERATING RULES ATTACHED HERETO. THIS AGREEMENT HAS BEEN ENTERED INTO ON BEHALF OF & BY THE AUTHORIZED REPRESENTATIVE OF EACH PARTY AS OF THE DATE WRITTEN BELOW, AND IF SIGNED IN MULTIPLE COPIES EACH BEING AS EFFECTIVE AS AN ORIGINAL. THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE ADDITIONAL PAGES OF THIS AGREEMENT. BY SIGNING BELOW, CLIENT AUTHORIZES COMPANY, AND ANY OF ITS AFFILIATES, AGENTS, PARENT COMPANIES, SUBSIDIARIES ("US") TO OBTAIN ONE OR MORE CONSUMER REPORTS ABOUT YOU PERSONALLY THAT WE WILL USE WHEN CONSIDERING THE BUSINESS'S APPLICATION FOR PAYMENT PROCESSING SERVICES. YOU ALSO AUTHORIZE US TO OBTAIN ONE OR MORE CONSUMER REPORTS TO MAKE WHATEVER INQUIRIES THAT COMPANY DEEMS APPROPRIATE TO INVESTIGATE, VERIFY OR RESEARCH REFERENCES, STATEMENTS OR DATA OBTAINED FROM CLIENT FOR THE PURPOSE OF THIS APPLICATION. YOUR SIGNATURE AUTHORIZES US TO OBTAIN ONE OR MORE CONSUMER REPORTS AND ANY OTHER INFORMATION ABOUT YOU PERSONALLY FROM TIME TO TIME IN CONNECTION WITH THE SERVICING, ADMINISTRATION OR REVIEW OF THE BUSINESS'S ACCOUNT WITH COMPANY. CREDIT OR OTHER INFORMATION ON CLIENT, OWNERS, OFFICERS AND ANY GUARANTORS OF THE CLIENT MAY BE REQUESTED FOR PURPOSES OF THIS APPLICATION AND DURING THE ACH PAYMENT PROCESSING RELATIONSHIP.

CREDIT CHECK CONSENT

By signing below, each signatory authorizes Payliance, and any of its affiliates, agents, parent companies, subsidiaries ("us"), to obtain one or more consumer reports about you personally that we will use when considering the business's application for ACH payment processing services. You also authorize us to obtain one or more consumer reports and any other information about you personally from time to time in connection with the servicing, administration or review of the business's account with Payliance.

Payliance Signature: By completing and submitting the application and Agreement to Company, the Client applies for the ACH services covered by the Agreement and agrees to all the terms and conditions herein. If Company and its banking partner accept the Client's application, Client's use of Company's services further affirms Client's acceptance of this agreement and the terms and conditions herein beginning on the date of submission.

Personal Guarantee: The undersigned (herein referred to as "Guarantor") unconditionally, personally, individually, jointly and severally guarantees performance of the Client's obligation under this Agreement and payment of all sums due thereunder and hereby continues to personally indemnify company for any and all funds due from clients under the terms of this Agreement.

CLIENT SIGNATURE	
CLIENT SIGNATURE (OWNER OR OFFICER)	DATE
PRINTED NAME	TITLE



Service Operating Rules

COMPANY SERVICES

Planned/Recurring Payments (PPD). Company will electronically debit funds from a customer's bank account on behalf of Client via the Automated Clearing House (ACH) Network for the purpose of securing payments for Client's goods or services. Client hereby acknowledges and agrees that in order to utilize PPD services, its customers must have (a) authorized the transaction as a direct payment for recurring or multiple payments, or (b) authorized the transaction as a one-time debit for a purchase or payment, and (c) provided account information including routing number and transit number. Client agrees to store the customers' authorizations and account information for 2 years following the transaction settlement date using commercially reasonable methods to secure the same and shall make this information available to Company upon demand. All ACH authorizations must comply with applicable law and the Nacha Rules. When instructed by Client, Company will also credit customer's bank account on behalf of Client.

Payments by Phone (TEL). When a customer calls Client to make a payment, Client electronically debits the customer's bank account with this service. Company electronically debits funds from customer's bank account on behalf of Client via the ACH Network for the purpose of securing payment for Client's goods or services. Client must give notice to the customer and obtain the customer's authorization for all transactions submitted via ACH in accordance with applicable law and the Nacha Rules. Such authorization shall consist of a voice recording of customer's authorization and/or written notification to proceed with the transaction depending on whether the TEL authorization is for a single-initiated debit or recurring debits. Said voice recording or written notice shall be stored for 2 years from the date of the transaction settlement date using commercially reasonable methods to secure the same. Client shall make this information available to Company upon demand. When instructed by Client, Company will also credit customer's bank account on behalf of Client.

Payments by Web (WEB). Company electronically debits funds from the customer's bank account on behalf of Client via the ACH Network for the purpose of securing payment for Client's goods or services on customer-initiated transactions over the Client's Web site via the Internet. Client hereby acknowledges and agrees that in order to utilize WEB services, its customers must have (a) authorized the transaction as a direct payment for recurring or multiple payments, or (b) authorized the transaction as a one-time debit for a purchase or payment, and (c) provided account information including routing number and transit number. When instructed by Client, Company will also credit customer's bank account on behalf of Client. Further, Client hereby acknowledges and agrees that in order to utilize WEB services, Client shall establish and implement a commercially reasonable fraudulent transaction detection system to screen debit WEB entries which shall, at a minimum, validate the account to be debited for the first use of such account number and any subsequent change to such account number via ACH pre-notification, ACH micro-transaction verification, or any other commercially reasonable validation method.

Electronic Recovery of Returned ACH Items. Client authorizes Company to collect returned items plus any returned item fees permitted by state law directly from Client's customer's bank account. Company does not guarantee the recovery or payment of the returned items. If the full amount of the returned item and the returned item fee is collected, then Client shall be paid an amount of money equal to the face value of the returned item, and Company shall retain the returned item fee as its compensation for its recovery services.

GENERAL TERMS

Monthly Processing Commitment. Merchant agrees to submit, at minimum, seventy-five percent (75%) of the Monthly Processing Commitment as stated in the attached ACH Client Agreement unless an exception is approved in writing by Company. Monthly Minimum Processing Commitment is defined as the Monthly Volume provided by Client in the ACH Processing Volume and Limit Information Section of the ACH Client Agreement. If Merchant does not meet the Monthly Processing Commitment for any month, Merchant shall be immediately liable to Company for the Product Service Rates that would have otherwise been assessed on the transaction volume shortfall to the Monthly Processing Commitment.

Term, Termination and Amendment. The initial term of this Agreement shall expire on the 3-year anniversary of the date Client executed this Agreement. Thereafter, this Agreement shall renew automatically for successive 1-year terms unless terminated by either party with 90-days written notice prior to renewal. Upon termination of this Agreement prior to completion of the term of the Agreement for any reason other than a material uncured breach by Company or a termination of Client by Company, Client agrees to pay to Company damages caused by early termination determined by (i) computing the number of months remaining from the date of termination to the end of the then current term, and (ii) multiplying that number by the average full monthly processing fees incurred by Company hereunder based on the prior consecutive three (3) month period (or such lesser period if this Agreement has been effective less than three (3) months) at or above the Monthly Processing Commitment, plus Company's costs and attorneys' fees incurred in collecting any such amounts. The Parties understand and agree that any damages and harm for terminating this Agreement early would be impossible or very difficult to accurately estimate as of the date of this Agreement, and that the liquidated damages are a reasonable computation of the actual or anticipated financial harm caused by early termination of this Agreement. The Parties agree that the liquidated damages constitute compensation, and not a penalty.

Pricing and Payment. Client shall make payment to Company for fees and expenses pursuant to the Product Service Rates set forth in this Agreement. Company fees and expenses will be billed monthly, and Client authorizes Company to electronically debit Client's bank account to which Client's payments and recoveries are credited, or to any other account mutually agreed upon. Billing will occur

INITIALS: _____



no later than the 1st business day after the 10th day of each month, and the account will be debited on the 1st business day after the 15th day of each month. Accounts not collected within 30 days after billing will accrue interest at the rate of 1% per month beginning on the 30th day after billing until paid in full and Client agrees to pay Company a state-allowed fee for any debits to Client's account which are not honored because of insufficient funds.

Fees, Rates, and Charges. Client shall pay Company the fees and rates set forth or amended by the terms of this Agreement, plus all applicable taxes for services rendered. If the amount set forth as the Monthly Minimum Fee is greater than Client's transaction fees and discount rate, the Monthly Minimum Fee shall apply. The Transaction Fee per Item is the flat fee incurred on each item processed through Company. If Company determines that Client is not profitable, Company reserves the right to change all fees and rates at its discretion, by giving written notice to Client. If applicable, the Monthly Minimum Fee will apply beginning the first full month after the execution of this Agreement.

Payment. Without prejudice to all rights stated in Pricing and Payment Paragraph above, Company reserves the right to suspend its service and obligations to Client, including the payment of all checks, ACHs and other payment items previously authorized, during any period in which Client's account is delinquent. Continuance of service and payment during any period of delinquency shall not constitute a waiver of Company's rights of suspension and termination. Any delinquent fees or other amounts not paid by Client when due, including rejected items, may be debited against any amounts due Client from Company. A Returned Item Fee will be assessed for any check, ACH, or other payment item which is returned by Client's bank for any reason and as allowed by applicable law. Return Item Fees will be equal to the state allowed fee in the state in which the Client is located. Company reserves the right to deduct payment from the Client's claims in the event that the Client's account becomes delinquent after 30 days.

LAW AND COMPLIANCE

Representations and Warranties. Client represents and warrants that it is in compliance with all local, state and federal laws applicable to its business operations. Client shall immediately inform Company if Client becomes aware of any violation of such laws. Client agrees: (a) this Agreement is immediately terminable by Company upon a violation of any such laws; (b) Client is prohibited from initiating any entries in violation of any applicable local, state or U.S. federal laws; and (c) if Company has reason to believe any of Client's requested entries violate such laws, entries may be suspended by Company indefinitely and this Agreement may be terminated immediately. Client represents and warrants that it holds all necessary local, state and federal licenses to conduct its business operations.

Customer Authorization. Client represents and warrants that each transaction submitted for processing represents payment for a bona fide service or product provided to the customer. Client must give clear and conspicuous notice to the customer and obtain the customer's authorization for all transactions submitted. Client represents and warrants that all payment authorizations comply with applicable law and Nacha Rules. For telephone transactions, such authorization shall consist of a voice recording of customer's authorization or written notification to proceed with the transaction. Said voice recording or written notice shall be stored for at least 2 years from the date of the transaction settlement date using commercially reasonable methods to secure the same. Client shall make such information available to Company upon demand. Upon Company's request Client shall participate in calls with Client's customers and Company and provide any assistance necessary to resolve customer payment disputes. Client understands and agrees that from time-to-time Company may call Client's customers to verify customer's authorization of transactions. Client shall provide Company with any and all information requested by Company in order for Company to verify customer's authorization. Upon Company's request Client shall provide any additional licenses, certificates, opinions and all other documents and instruments that Company may consider appropriate, in form satisfactory to Company.

FCRA Compliance. Company is not a credit reporting agency. However, Client acknowledges and understands that it may have certain obligations and responsibilities under the FCRA. To the extent applicable Client agrees to comply fully with the FCRA. Client certifies that it has a legitimate business need, in connection with a business transaction involving the customer, to receive the information provided by Company and that such information will only be used for permissible purposes in accordance with the FCRA and applicable state laws. Client agrees that the information will not be used for employment purposes and will not be used for any purposes other than the business transaction between Client and customer. Client agrees that neither it or its agents or employees will disclose the results of an inquiry made to Company except to the person about whom such inquiry is made and in no case to any other person outside Client's organization. If Client decides to reject any payment item either wholly or partly because of information obtained from Company, Client agrees to provide the customer with all information required by the FCRA.

Legal Claims, Costs and Attorney Fees. In the event of a party's violation of any of the terms of this Agreement, the violating party agrees to pay all costs, including reasonable attorneys' fees, for steps taken by the non-violating party to preserve, defend or enforce its rights. In the event of any legal action with third parties, customers, businesses or regulatory agencies concerning any transaction or event arising under this Agreement, the parties agree to: (a) immediately notify the other party of the claim or legal action; (b) cooperate with the other party in the making of any claims or defenses; (c) provide any information deemed important or relevant by the other party or its attorneys; (d) make available at least one employee or agent who can testify regarding said claims or defenses; and (e) assist in the full resolution of the claim. Company and Client shall each be responsible for its own attorney's fees and court costs except as otherwise provided by this paragraph. Except as expressly set forth herein, Company makes no warranty, express or implied, and it is agreed that no implied guarantee shall arise from performance by Company under this Agreement.

Indemnification and Limitation of Liability. Each party shall indemnify, defend, and hold the other party and its affiliates harmless from any and all damages, liabilities, losses, costs, penalties and any other expenses including attorneys' fees arising, directly or indirectly, out of or related to: (a) this Agreement; (b) any governmental or payments association inquiry or investigation related to this Agreement or either party's acts or omissions; (c) Client's breach of the obligations or representations and warranties of this Agreement; (d) any inquiry, investigation or lawsuit alleging that Company is violating any applicable State or Federal laws for

INITIALS: _____



processing payments on behalf of Client; (e) inaccurate customer information provided by Client to Company; (f) failure by Client to notify Company of any payment received by Client from customers on any outstanding and unpaid payment instrument; (g) failure by Client to promptly notify Company of the collection or dispute of any payment instrument; (h) customer disputes related to payment instruments submitted to Company for collection services; or (i) misuse or negligent acts by Client, its employees or agents in the use of the verification data or services provided to Client under the terms of this Agreement. Neither party shall not be liable to the other party or any third party for any liquidated, indirect, consequential, exemplary or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of this Agreement even if advised of the possibility of such damages. Notwithstanding anything to the contrary in this Agreement, in no event shall either party's liability under this Agreement exceed the total amount of fees paid to Company by Client during the preceding 12-month period measured from the date the liability accrues. In the event of any legal action with third parties, customers, businesses or regulatory agencies concerning any transaction or event arising under this Agreement, the parties agree to: (i) immediately notify the other party of the claim or legal action; (ii) cooperate with the other party in the making of any claims or defenses; (iii) provide any information deemed important or relevant by the other party or its attorneys; (iv) make available at least one employee or agent who can testify regarding said claims or defenses; and (v) assist in the full resolution of the claim. Company and Client shall each be responsible for its own attorneys' fees and court costs except as otherwise provided by this Agreement.

ADDITIONAL OBLIGATIONS.

Items in Recovery Returned to the Client. Company will return any unpaid returned item to Client upon request. There is no charge for an item returned within 30 days of listing by Company for recovery. Thereafter, at the Company's discretion, Company will be entitled to receive \$10.00 for each month the returned item has been maintained in the check recovery system not to exceed the maximum returned item fee allowed by applicable state law.

Customer Authorization for Recovery. Client is required to capture and store authorization for all applicable representations on returned items, as well as all applicable returned item fees.

Nacha Compliance. Client agrees to comply with all Nacha rules and regulations ("Nacha Rules") as amended from time to time, regarding the processing of ACH transactions, including, but not limited to, the following: (a) customer authorization for electronic settlement of transactions, either in writing or in an electronic format; (b) customer authorization for returned transaction service charges; (c) retention, storage, retrieval and destruction of customer information and authorizations; (d) electronic settlement of corporate or other business entity checks; (e) limitations on transaction amounts; (f) utilization of a system that includes fraud detection elements, data encryption of at least 128-bit SSL, and receiving depository financial institution (RDFI) routing number verification; (g) WEB debit account validation, and (h) performance of annual audits to verify physical security of data and personnel access to data and network security, the results of which must be made available to the originating depository financial institution (ODFI) and Company upon request. Such Nacha Rules are hereby made part of this Agreement and incorporated herein by this reference. Client further agrees to comply with all applicable state and federal laws, statutes and regulations affecting the processing of transactions.

RESERVE ACCOUNT

Establishment. Company will establish and maintain a non-interest-bearing deposit account ("Reserve Account") initially or at any time in the future as Company deems necessary, with sums sufficient to satisfy Client's current and future obligations as determined by Company. Client authorizes Company to establish such Reserve Account and to debit the Bank account identified on the attached Client Agreement ("Client Account") or any other account it has with any financial institution to establish or maintain funds in the Reserve Account. Company may deposit into the Reserve Account funds that would otherwise be obligated to pay Client, for the purpose of establishing, maintaining, or increasing the Reserve Account in accordance with this section, if it determines such action is reasonably necessary to protect its interests.

Application. Company may, without notice, apply deposits in the Reserve Account against any outstanding amounts owed under this Agreement or any other agreement between Client and Company. Also, Company may exercise their rights under this Agreement against the Reserve Account to collect any amounts due to Company including, without limitation, rights of set-off and recoupment. In the event of any legal action with any regulatory agencies against the Client resulting in the suspension of processing and/or freezing of Clients' processing related assets, the Company may assess an administrative fee to cover expected expenses related to the suspension. The Company, at its sole discretion, will determine the amount of the fee, which will not exceed the amount in the Reserve Account.

Funds. Funds in the Reserve Account will remain in the Reserve Account until 180 days following the later of termination of this Agreement, Client's last transmission of electronic credit or debit entry to Company, or Client's last returned item received by Company provided, however, that Client will remain liable to Company for all liabilities occurring beyond such 180-day period. After the expiration of such 180 days period Client must provide Company with written notification indicating Client desires a release of any funds remaining in the Reserve Account in order to receive such funds. Starting at the expiration of such 180 day period, either a \$200 or 10% per month administration fee may be assessed against any funds remaining in the Reserve Account, whichever is greater. Client agrees that it will not use funds in the Reserve Account for any purpose, including but not limited to paying chargebacks, fees or other amounts owed to Company under this Agreement. Company shall have full control of the Reserve Account.

INITIALS: _____



Assurance. In the event of a bankruptcy proceeding and the determination by a court that this Agreement is assumable under the Bankruptcy Code, as amended from time to time, Client acknowledges that it must continue to comply with the Reserve Account provisions herein. Client acknowledges that these Reserve Account provisions do not constitute a penalty under 11 USC 365.

MISCELLANEOUS

Prohibited Industries. It is the Company's policy not to process transactions involving Internet gambling, tobacco, or Canadian pharmaceuticals. Therefore, Client shall not submit entry requests for transactions involving any of the above listed businesses. If Company has reason to believe any of Client's requested entries are for Internet gambling, tobacco, or Canadian pharmaceuticals, entries may be suspended by Company indefinitely and this Agreement may be terminated immediately.

Site Visits. Client will permit representatives and agents of the Company, or any processing or banking partner of the Company, to visit and inspect the Client's place of business, and to examine the books of account of the Client and discuss the affairs, finances and practices of the Client at any time upon reasonable notice.

Governing Law and Integration. This Agreement plus any addenda attached hereto is the entire Agreement between Client and Company concerning its subject matter and supersedes all previous representations, understanding and agreements in relation to its subject matter. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Severability. If any provision of this Agreement or its addenda, or application of such provision to any circumstance or person is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be substituted by a new provision as similar as possible to the provision declared invalid, illegal or unenforceable. All other provisions shall remain valid and fully enforceable.

Survivability. All representations, covenants, and indemnities made herein shall survive the termination of this Agreement and shall remain enforceable after such termination.

Waiver. All rights and duties within this Agreement are material, relevant and important. No waiver of any rights hereunder shall be deemed effective unless specifically set forth in writing and executed by the waiving party. Client and Company agree that delay or failure to exercise any right hereunder on the part of either party shall not operate as a waiver to further exercise such right. Client and Company agree that no single or partial exercise of any right hereunder shall preclude its further exercise.

Assignment. Company may assign the rights and obligations under this Agreement to any affiliate, parent, subsidiary, the surviving corporation with or into which Company may merge or consolidate an entity to which Company transfers all or substantially all of its business and assets. All provisions contained in this Agreement shall extend to and be binding upon the parties hereto or their respective successors and permitted assigns.

INITIALS: _____