

MERCHANT TERMS AND CONDITIONS

These terms and conditions (the “Terms and Conditions”) govern the provision of credit card and/or direct debit transaction processing services, as applicable, (the “Processing Services”) by Paysafe Merchant Services Corp. (referred to herein as "PAYSAFE" or "We" or "Us" or "Our" as applicable) to the party accepting these Terms and Conditions ("You" or "Merchant" as applicable). The application You submit to PAYSAFE for the provision of the Processing Services (the “Merchant Application”), once approved and accepted by Us together with these Terms and Conditions, and any supplementary documents referenced herein, and all schedules and amendments, shall constitute the entire agreement between You and PAYSAFE (the “Merchant Agreement”).

Under these Terms and Conditions, You select Us to be Your authorized Processing Services provider for goods and services offered by You on Your website(s).

By submitting Your Merchant Application, clicking on the button labelled "I agree to the Terms and Conditions" and using the Processing Services, you are deemed to have read through and accepted these Terms and Conditions and (ii) the privacy policy of a third-party supplier set forth in Article 18 (the “Third-Party Privacy Policy”). If you do not indicate your agreement to these Terms and Conditions and the Third-Party Privacy Policy, We will not be able to process the payments for Your Processing Services.

The definitions of the capitalized terms, not otherwise defined above, used in Part I and II of these Terms and Conditions can be found in Article 17 and 13, respectively.

PART I: CREDIT CARD PROCESSING

The following Terms and Conditions govern strictly the provision of credit card transaction Processing Services.

ARTICLE 1 - APPLICATION PROCESS, APPROVAL

1.01 You acknowledge that:

- (a) the operation of the Merchant Agreement is conditional on the approval of your application for PAYSAFE to provide the Credit Card Processing Services to You;
- (b) PAYSAFE may obtain from any Card Association or a person who is involved in any Card Association, any credit reporting agency or any other person, information about Your merchant history or Personal Information about You, an affiliate, Your officers, employees or agents for any purpose relating to the operation of those Card Associations and PAYSAFE can use any such information to assess Your Merchant Application under this Section 1.01;
- (c) PAYSAFE can disclose information about Your merchant history and relevant Personal Information in the following circumstances:
 - (i) to any Card Association or to any person who is involved in any Card Association for any purpose related to the operation of those Card Associations, card fraud detection agencies (including information about termination of the Credit Card Processing Services);
 - (ii) to any person providing services to PAYSAFE; and
 - (ii) where the law requires or permits PAYSAFE to do so;
- (d) the decision whether to approve Your Merchant Application is at PAYSAFE’s sole discretion and the reason for any decision which is made may not be given to You;
- (e) any information obtained by PAYSAFE during its assessment of Your Merchant Application under this Section 1.01 is and remains confidential to PAYSAFE and will not be shared with You. PAYSAFE is bound by

Card Association Rules and all correspondence and discussions between Card Associations and PAYSAFE are confidential as between PAYSAFE and the Card Associations.

1.02 You represent and warrant that:

- (a) any information You provide to PAYSAFE in connection with Your Merchant Application for PAYSAFE is complete, accurate and not misleading or deceptive in all material respects;
- (b) if You have disclosed Personal Information to PAYSAFE in connection with the application under Section 1.01, You have obtained the relevant individual's prior consent to the disclosure and otherwise complied with Your obligations under applicable law;
- (c) You are able to satisfy Your obligations and responsibilities under these Terms and Conditions; and
- (d) You are of the Age of Majority as at today's date.

1.03 You acknowledge and agree that:

- (a) PAYSAFE is authorised to obtain from third parties financial and credit information relating to You in connection with Our decision to approve Your Merchant Application and in respect of Our continuing evaluation of Your financial and credit worthiness;
- (b) any information collected by PAYSAFE may be disclosed to Processor; and
- (c) PAYSAFE is entering into this Merchant Agreement on behalf of and as agent of the Processor.

1.04 You also acknowledge and agree that:

- (a) the respective Card Associations are the sole and exclusive owners of their respective Marks;
- (b) You will not contest the ownership of those Marks for any reason;
- (c) a Card Association may, at any time, immediately and without advance notice, prohibit You from using any of the Marks for any reason;
- (d) a Card Association has the right to enforce any provision of their respective Card Association Rules and to prohibit You from engaging in any conduct that such Card Association may deem could injure or create a risk of injury to such Card Association including injury to reputation, or that could adversely affect the integrity of the Card Associations interchange systems or their confidential information as defined in the respective Card Association Rules; and
- (e) You will not take any action that could interfere with or prevent the exercise of the rights set out in this Section 1.04 by a Card Association.

1.05 You:

- (a) must immediately notify PAYSAFE of any change to Your financial position which may affect Your ability to perform Your obligations under these Terms and Conditions;
- (b) must provide PAYSAFE with prior written notice of any change in your place of business and not carry on business in a place which has not been approved by PAYSAFE and must not move Your place of business without PAYSAFE's prior written consent; and
- (c) must not change Your business name or ownership of Your business without giving PAYSAFE prior notice and not substantially change the type of goods and services You sell without PAYSAFE's prior written consent.

ARTICLE 2 - ACCEPTANCE, AUTHORIZATION, HONOURING CARDS

2.01 Card Acceptance. When accepting a Card payment, You will follow the steps provided by Us for accepting Cards and will: (a) obtain Authorization to charge the Cardholder's account; and (b) retain a record of the goods or services sold and the purchase price (and any applicable taxes).

2.02 Authorization.

(a) You must obtain an Authorization for all Card sales. You will not obtain or attempt to obtain Authorization from Us unless You intend to submit to Us a Transaction for the authorized amount if Authorization for the Transaction is given. You acknowledge that receiving an Authorisation will not relieve you of liability for Chargebacks.

(b) You will only complete Transactions produced as the direct result of bona fide sales made by You to Cardholders, and You are expressly prohibited from processing, factoring, laundering, offering, and/or presenting Transactions which are produced as a result of sales made by any person or entity other than You, or for purposes related to financing terrorist activities.

(c) You will take not any action to circumvent the Card Association Rules or avoid Authorization limits that may be set by Us including but not limited to dividing a single Transaction into two or more Transactions on a single Card or successively decreasing the sale amount. You acknowledge that an Authorization only means that the Cardholder account has sufficient credit available to cover the amount of the current sale and that an Authorization is not a guarantee that the Transaction will not be subject to dispute or Chargeback and does not warrant the Cardholder's identity.

(d) You will use, and may not circumvent, fraud identification tools requested by Us, including Address Verification System processing, CVC2/CVV2 processing and You acknowledge that the use of these tools may prevent You from accepting certain Cards as payment. You acknowledge that Your use of fraud identification tools may not prevent fraudulent Card usage, and agree that any fraudulent Transaction may ultimately result in a Chargeback, for which You retain full liability under these Terms and Conditions.

(e) You acknowledge that We may refuse to process Transactions in our reasonable discretion.

2.03 Honouring Cards.

(a) You will accept all valid Cards when used by Cardholders in payment for goods or services, subject to applicable Card Association Rules. You must choose in the Merchant Application whether to accept credit only, debit only or both debit and credit Cards.

(b) You will not (i) establish minimum or maximum amounts for Card sales as a condition for accepting any Card, nor (ii) require any Cardholder to pay any part of any discount rate or other charge imposed upon You under these Terms and Conditions. For the avoidance of doubt We may establish minimum or maximum amounts for Card sales.

ARTICLE 3 - RETURNS, PROHIBITED TRANSACTIONS

3.01 Returns and Adjustments; Credit Vouchers.

(a) Your policies for exchange or return of goods sold and for adjustments for services rendered must be clearly displayed on your website in accordance with the applicable Card Association's operating regulations.

(b) You will disclose to a Cardholder before a Card sale is made, if applicable; (i) that if merchandise is returned, (A) no refund, or less than a full refund, will be given, (B) returned merchandise will only be exchanged for similar merchandise of comparable value, or (C) only a credit toward purchases will be given, and (ii) that special conditions or circumstances apply to the sale (e.g., late delivery, delivery charges, restocking fees, or

other non-credit terms). If You do not make these disclosures, a full refund in the form of a credit to the Cardholder's Card account must be given upon the Cardholder's request.

(c) You acknowledge that any change in Your return, cancellation or adjustment policies must be submitted in writing to Us not less than fourteen (14) days prior to the change and approved by Us, which approval shall not be unreasonably withheld. We may refuse to process any Transaction made subject to a revised return, cancellation or adjustment policy which We have not approved.

3.02 Cash Payments. You will not receive any payment from a Cardholder for charges included in any Transaction nor receive any payment from a Cardholder to prepare and present a Transaction for the purpose of affecting a credit to the Cardholder's Card account.

3.03 Cash Advances. You will procure that You do not present to Us for collection any Transaction for the purpose of obtaining or providing a cash advance on the Card of any party. Violation of this this Section is grounds for our immediate termination of the Merchant Agreement.

3.04 Duplicate Transactions. You may not present to Us for collection duplicate Transactions. We may debit Your Account for any duplicate Transaction adjustments and You are liable for any Chargebacks that result from those adjustments.

3.05 Presentment of Fraudulent Transactions.

(a) You may not accept or present to Us for collection any fraudulent Transaction and may not under any circumstances present for processing or credit, directly or indirectly, Transactions originated with any other merchant or any other source.

(b) You may accept only Transactions arising from bona fide purchases from You for the goods and services for which You have been approved in the Merchant Agreement. If You present to Us for collection any prohibited Transaction, We may: (i) immediately terminate the Merchant Agreement; (ii) withhold funds and establish a Reserve Account as provided in these Terms and Conditions; and (iii) report You to MATCH file (as defined in these Terms and Conditions in Section 5.02). Your employees' actions are chargeable to You under these Terms and Conditions.

3.06 Collection of Pre-existing Debt. You may not prepare and present to Us for collection any Transaction representing the refinancing of an existing Cardholder obligation including, but not limited to, obligations: (a) previously owed to You; (b) arising from the dishonor of a Cardholder's personal cheque or relating to a Chargeback; or (c) representing the collection of any other pre-existing indebtedness, including collection of delinquent accounts on behalf of third parties.

3.07 Monitoring.

(a) You acknowledge that We may monitor Your daily Transaction activity.

(b) We may upon reasonable grounds suspend disbursement of funds due to You for any reasonable period of time required to investigate suspicious or unusual Transaction activity. We will make good faith efforts to notify You promptly following suspension.

(c) We are not liable to You for any loss, either direct or indirect, attributable to any suspension of funds disbursement.

(d) In order to maintain a quality service, telephone communications with You may be monitored and recorded without further notice or disclosure.

ARTICLE 4 - DATA SECURITY

4.01 Data Security Personal/Cardholder Information.

(a) You may not, as a condition of sale, impose a requirement on Cardholders to provide any personal information as a condition for honoring Cards unless such information is required to provide delivery of goods or services or You have reason to believe the identity of the person using the Card to make the relevant payment may be different than that of the Cardholder.

(b) You will not, under any circumstances, release, sell or otherwise disclose any Cardholder Information to any person other than Us or Processor or the applicable Card Association, except as expressly authorized in writing by the Cardholder, or as required by law.

(c) You also agree to comply with the following requirements:

(i) Safeguards. You will maintain appropriate administrative, technical and physical safeguards for all Cardholder Information. These safeguards will:

(A) ensure the confidentiality of Cardholder Information;

(B) protect against any anticipated threats or hazards to the security or integrity of Cardholder Information;

(C) protect against unauthorized access to or use of Cardholder Information that could result in substantial harm or inconvenience to any Cardholder; and

(D) properly dispose of all Cardholder Information to ensure no unauthorized access to Cardholder Information. You will ensure that You maintain all such safeguards applicable to You in accordance with Data Privacy Requirements and applicable Laws.

(ii) Compliance with Data Privacy Requirements and Card Association Data Security Rules. You represent, warrant and covenant that You are and will remain throughout the term of the Merchant Agreement in compliance with obligations pertaining to the collection, use, disclosure, retention of Cardholder Information including, but not limited to, data security, data integrity and the safeguarding of such information as set out in the Data Privacy Requirements in effect and as may be amended, supplemented or replaced. You will cause all of Your Representatives to comply with the Data Privacy Requirements at all times. You will report any non-compliance immediately to Us. To help accomplish the foregoing, You and Your Representatives will encrypt, at appropriate standards required by the Data Privacy Requirements, all debit, credit or stored value card numbers whether in storage, transport or backup and will not store data security codes on its systems, network or software. You further represent, warrant and covenant that You have obtained all required consents from Cardholders in respect of their personal information to be accessed, collected, used or transferred by PAYSAFE in providing the services under this Merchant Agreement; and it has read, understood and hereby accepts PAYSAFE's privacy policy on behalf of itself and the Cardholders at: <https://www.paysafe.com/privacy-policy/>. In addition, to the extent that You have been introduced to PAYSAFE and entered into this Merchant Agreement through a referral partner of PAYSAFE or a software platform provider integrated to PAYSAFE (collectively referred to as the "Platform Partner"), You acknowledge and agree that PAYSAFE may share transaction information with the Platform Partner on a need to know basis.

(iii) Annual Certification. You will provide, if requested by Us, annual certification to Us (in a form acceptable to Us) certifying Your and Your Representatives' compliance with the Data Privacy Requirements and other data security provisions in these Terms and Conditions.

(iv) Information Use Limitations. You may not sell, disclose, or otherwise make Cardholder Information available, in whole or in part, in a manner not provided for in these Terms and Conditions, without our prior written consent. You may, however, transfer Cardholder Information to Your Representatives who have a need to know such information to enable Us to provide the services described in these Terms and Conditions provided that such individuals or entities have agreed in writing to be bound by the confidentiality obligations and data security provisions herein, including compliance with Data Privacy Requirements and other applicable Laws.

(v) Response to Unauthorized Access. You will immediately notify Us of any knowledge or suspicion of any breach in security resulting in unauthorized access to Cardholder Information. You will provide any assistance that We, Processor, the issuing bank of any Cardholder, and their regulators and the Card Associations deem necessary to contain and control the incident to prevent further unauthorized access to or use of Cardholder Information. Such assistance may include, but not be limited to, preserving records and other evidence, compiling information to enable Us, Processor and the issuing bank or the Card Associations to investigate the incident and providing assistance and cooperation to facilitate the ability of the issuing bank to:

- (i) file suspicious activity reports (as applicable);
- (ii) notify their regulators (as applicable); and
- (iii) notify the affected Cardholder (as required).

Unless the unauthorized access was due to Us or Processor's acts or omissions, You will bear all costs associated therewith, including but not limited to the cost of notifying the affected Cardholder(s).

(vi) Access Requests and Complaints: You will cooperate with Us and Processor in any request for access to Cardholder Information by an individual and in responding to any complaints or investigations by individuals, Card Associations or regulators or with respect to Cardholder Information.

(vii) Miscellaneous. You may not make a claim against Us or Processor or hold Us or Processor liable for the acts or omissions of others, including but not limited to Representatives, Card Associations, and financial institutions. These provisions supplement, augment and are in addition to obligations of indemnification, audit, confidentiality and other similar provisions contained in these Terms and Conditions. This Section and each of its subsections will survive the termination of the Merchant Agreement. You may not store in any system or in any manner Card read data, including without limitation CVV2/CVC2 data, PIN data, address verification data or any other information prohibited by Card Association Rules and/or Data Privacy Requirements.

(vii) Survival. Your obligations relating to Data Privacy Requirements and Cardholder Information contained in these Terms and Conditions will survive indefinitely beyond termination of the Merchant Agreement.

ARTICLE 5 - COMPLIANCE, AUDIT

5.01 Compliance with Law; Taxes. You will comply with all applicable state, federal, and local laws, rules and regulations to You, Your business and any Card Transaction. You shall be liable for all taxes, except our income taxes, required to be paid or collected as a result of the Merchant Agreement.

5.02 Compliance with Card Association Rules.

(a) You will comply with and conduct Your Card activities in accordance with all applicable Card Association Rules and regulations as such rules and regulations may be amended from time to time whether or not You have been informed of any such amendment. Failure to comply with such rules and regulations may result in the Merchant Agreement being terminated for cause and listed on various Card Association and industry databases, including the Terminated File and the Alert to Control High Risk Merchants file maintained by MasterCard and Visa (collectively as "MATCH").

(b) With respect to MasterCard, Visa and Discover, You will not:

- (i) accept Cardholder payments, cash or otherwise, for previous Card charges incurred on Your website;
- (ii) establish a minimum or minimum transaction amount as a condition for honoring a Card;
- (iii) 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;

- (iv) add any surcharge to Transactions;
 - (v) add any tax to Transactions, unless applicable Law expressly requires that You impose such tax (and, in such cases, such tax must be included in the Transaction amount and not collected separately);
 - (vi) deposit or submit to Us any Transaction that was previously charged back and subsequently returned to You, irrespective of Cardholder approval (You may pursue payment from the Cardholder outside the Card Association system);
 - (vii) request or use an account number for any purpose other than as payment for Your goods or services;
 - (viii) disburse funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from You or disburse funds in the form of cash;
 - (ix) accept a Card for manual cash disbursement;
 - (x) accept a Card to collect or refinance existing debt; or
 - (xi) enter into a Transaction that represents collection of a dishonored cheque.
- (c) You will pay all Card Association fines, fees, penalties and all other assessments or indebtedness levied by Card Associations to Us or Processor which are attributable, at our or Processor's discretion, to Your Transaction processing or business.

5.03 Credit and Financial Inquiries; Inspection.

- (a) We may make, at any time, any credit inquiries which We may consider necessary to accept or review acceptance of this Merchant Agreement or investigate Your ability to perform Your obligations hereunder.
- (b) Such inquiries may include, but are not limited to, a credit and/or criminal background check of Your business including Your proprietor, partners, principal owners, shareholders or officers.
- (c) Upon our request, You will provide the written consent of any person for which an inquiry has been or is to be made if such person has not executed this Merchant Agreement and will provide any financial statements, income tax and business tax returns and other financial information as We may consider necessary to perform initial or periodic reviews of Your financial stability and business practices.
- (d) You will permit Us, at any time and from time to time, to inspect Your office location(s) to confirm that You are adhering to these Terms and are maintaining the proper records and license or permit (where necessary) to conduct Your business.
- (e) We and our internal and external auditors, and Processor and its internal and external auditors may audit compliance with (i) these Terms and Conditions, (ii) all applicable Law, (iii) Data Privacy Requirements, (iv) Card Association Rules and regulations and (v) guidance applicable to the services, Card acceptance, Transaction processing, and data security provisions hereof.
- (f) You will make available Your records maintained and produced under these Terms, and Your office locations will be made accessible, upon notice during normal business hours for examination and audit.
- (g) Nothing in this Section may be construed to require You to give access to Your office locations, personnel or records in a manner that unreasonably interferes with Your business operations. Each party will bear its expenses of any audit.

ARTICLE 6 - YOUR BUSINESS

6.01 Your Business.

(a) You will notify Us immediately if You intend to, and prior to taking of any steps to:

(i) transfer or sell or liquidate a substantial part of Your assets;

(ii) change the basic nature of Your business, including selling any products or services not related to Your current business;

(iii) change ownership or transfer control of Your business;

(iv) enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Merchant Agreement assumes any interest in Your business;

(v) alter in any way Your approved monthly volume, average ticket, or maximum ticket;

(vi) making any substantial change in the volume of Transactions in respect of domestic versus foreign purchases; or

(b) You will immediately notify Us in writing if You become subject to any voluntary or involuntary bankruptcy or insolvency petition or proceeding. Your failure to provide notice as required above may be deemed a material breach and will be sufficient grounds for termination of You and for Us to exercise of all its rights and remedies provided by this Merchant Agreement. If any change listed above occurs, We may immediately terminate this Merchant Agreement.

(c) You further acknowledge and agree that We may withhold funds (settlement or otherwise) or temporarily suspend processing under this Merchant Agreement if We, in our sole discretion, determine that such withholding or suspension is required to protect Us from potential losses or if there exist material variances from the disclosures made by You in (i) the nature of Your business, (ii) the type of or composition of Card processing conducted, or (iii) the actual average ticket size or actual monthly volume amount. If (A) such variances exist, (B) You do not receive authorization for Transactions, (C) We or Processor receive excessive Retrieval requests against Your prior activity, (D) We receive excessive Card Association fraud reports, or (E) excessive Chargebacks are debited against Your prior activity, then We may delay or withhold settlement of funds for a period not less than one hundred eighty (180) days or until We are reasonably certain fraud or other activity detrimental to Us has not occurred. Our right to withhold settlement funds as set forth in these Terms and Conditions survives termination of the Merchant Agreement. You must immediately contact Us if material variances from the average ticket size or monthly volume occur. For the purposes of these Terms and Conditions, our determination of materiality shall be binding upon You. We may also withhold funds (settlement or otherwise) is required to do so by any governmental or tax authority.

ARTICLE 7 - WARRANTIES, INDEMNITIES, LIABILITY

7.01 Your Warranties. You represent, warrant and covenant that:

(a) all information provided to Us in any documents delivered to Us is true and complete and properly reflects Your business, financial condition and principal partners, owners and officers;

(b) You have the power to enter into these Terms and Conditions, and they are duly authorized, and will not violate any provisions of law, or conflict with any other agreement to which You are subject;

(c) You hold all licenses, if any, required to conduct Your business and are qualified to do business in every jurisdiction where You are required to do so;

(d) there is no action, suit or proceeding at law or in equity now pending or, to Your knowledge, threatened by or against or affecting You which would substantially impair Your right or ability to carry on Your business as now conducted or adversely affect Your financial condition or operations or the entering into of this Merchant Agreement; during the term of this Merchant Agreement,

(e) each Transaction presented to Us will be genuine and will not be the result of any fraudulent or prohibited Transaction or will not be presented on behalf of any business other than Yours as authorized by the Merchant Agreement;

(f) each Transaction presented to Us will be the result of a bona fide Card Transaction for the purchase of goods or services from You by the Cardholder in the total amount stated on the electronic record;

(g) You will perform all of Your obligations to the applicable Cardholder in connection with each Card Transaction;

(h) You have complied (and will comply) with our procedures for accepting Cards, and each Card Transaction itself will not involve any element of credit for any purpose other than as set forth in this Merchant Agreement, and will not be subject to any defense, dispute, offset or counterclaim which may be raised by any Cardholder under the Card Associations' Rules, under any applicable consumer protection legislation or any other relevant provincial or federal statutes or regulations; and

(i) any Credit Voucher which You issue and will issue, will represent a bona fide refund or adjustment on a Card sale by You with respect to which a Transaction has been accepted by Us.

7.02 Warranty Disclaimer. WE MAKE NO WARRANTIES REGARDING THE USE, OPERATION OR PERFORMANCE OR NON-PERFORMANCE OF SOFTWARE, SYSTEMS, OR THIRD PARTY PROCESSORS UTILIZED IN CONNECTION WITH THESE TERMS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

7.03 Indemnification. You will defend, indemnify and hold Us and Processor and our officers, directors, members, shareholders, partners, employees, agents, affiliates, subcontractors and representatives (collectively "the Indemnified Parties") harmless from and against any and all fines, penalties, claims, damages, expenses, liabilities or fees of any nature whatsoever, including legal fees and costs ("Damages"), asserted against or incurred by any of the Indemnified Parties arising out of, relating to or resulting from, either directly or indirectly;

(a) a breach of the security of any system safeguarding Cardholder Information resulting in unauthorized access to Cardholder Information;

(b) a breach of any representation, warranty or term of this Merchant Agreement, including, but not limited to, the Data Privacy Requirements under these Terms and Conditions, by You or by any of Your Representatives;

(c) Your or any of Your Representatives negligence, gross negligence or willful misconduct in the performance of their obligations under this Merchant Agreement, including, but not limited to, the data security provisions;

(d) any act, omission, Cardholder disputes, and other Cardholder customer service-related issues caused by You;

(e) any violation of applicable Law and Card Association Rules by You or any of Your Representatives;

(f) any Transactions entered into on Your behalf, as well as for any disputed Transactions, credits, or customer service-related expenses;

(g) any matters for which You provide indemnification under these Terms and Conditions;

(h) any issues, problems, or disputes between You and Your Representatives; and

(i) all third-party claims arising from anything in these Terms and Conditions or asserted against any of the Indemnified Parties as a result of the performance of the Credit Card Processing Services by Us.

Notwithstanding the above provisions, You are not liable to an Indemnified Party if Damages are caused by, related to or arise out of that Indemnified Party's gross negligence or willful misconduct. You will promptly reimburse the Indemnified Parties for any assessments, fines, fees or penalties imposed by the Card Association in connection with this Merchant Agreement, including the data security provisions, and authorize Us or Processor to deduct any such sums from amounts to be cleared and settled with You.

7.04 Limitation of Liability.

(a) Notwithstanding any other provision herein (i) Our liability with respect to any Card Transaction may not exceed the amount in connection with that Transaction less any applicable fees and charges and (ii) Our aggregate liability shall not, under any circumstance, exceed the fees paid to Us (net of interchange, assessments and all other Card Association and third party fees imposed on Us) during the twelve (12) month period immediately preceding the event upon which such liability is based. We shall not be liable for any special, incidental, indirect, punitive or consequential damages whatsoever (whether any such claim alleges breach of contract, tort or any other theory of liability).

(b) You waive all claims against Us for any loss, claim, demand, penalty, action, delay, cost or expense (including reasonable legal fees) of any kind unless You provide written notice to Us of the occurrence that gave rise to the alleged liability within thirty (30) days after You knew or should have known of the occurrence.

(c) You will indemnify and hold Us and Processor harmless from any claim relating to or arising out of (i) any Transaction presented to Us as may be made by anyone by way of defense, dispute, offset, counterclaim or affirmative action (including but not limited to disputes concerning the quality, fitness or delivery of merchandise or the performance or quality of services) or (ii) damages or losses that We or Processor may incur as a result of (A) Your breach of this Merchant Agreement or (B) presentment by You of acceptance or rejection by Us or Processor of any Transaction, provided however that, with respect to clause (B), such indemnification shall not apply in the event of our or Processor's gross negligence or willful misconduct. Further, You will reimburse Processor for all expenses and costs, including legal fees, with regard thereto.

ARTICLE 8 - ACCEPTANCE, CHARGEBACK

8.01 Acceptance. We will process those of Your Transactions which are presented in compliance with these Terms and Conditions and will present the same for collection against Cardholder accounts. We will procure the provisional crediting of the value of collected Transactions to Your Account but reserves the right to adjust amounts collected to reflect the value of Chargebacks (actual and anticipated), fees, penalties, late submission charges, reserve deposits, negative Transaction batch presentments and items for which We did not receive final payment.

8.02 Chargebacks. You will accept for chargeback any sale for which the Cardholder disputes the validity of the sale according to prevailing Card Association regulations, or a Card issuer or Processor determines that You have in any way failed to comply with Card Association regulations or Us or Processor's procedures in accepting a Card and presenting the Transaction to Us. Notwithstanding any other provision herein, We or Processor may chargeback the amount of a Card sale disputed by the Cardholder if You failed to obtain the Cardholder's proper authorization. You may not initiate a Transaction in an attempt to collect a Chargeback. You will pay the current published fees for each Chargeback as listed on Our website.

ARTICLE 9 - DEPOSIT ACCOUNT, RESERVE, SECURITY INTEREST

9.01 Deposit Account.

(a) You will at all times maintain an Account at a bank that is a member of the US Payments Association ACH system and will provide Us with proper authorization to debit the Account. The Account shall be in the name of the entity entering into the Merchant Agreement.

(b) All credits for collected funds and debits for fees, payments and Chargebacks and other amounts for which You are liable under these Terms will be made to the Account.

(c) You may not close or change the Account without written notice to Us. Any new Account must comply with the conditions applicable to Accounts under these Terms and Conditions.

(d) You will be solely liable for all fees and costs associated with the Account and for all overdrafts and You shall immediately deposit into the Account an amount sufficient to cover any overdraft and any related service charges or fees.

(e) All credits and debits to the Account made under these Terms are subject to review, verification and acceptance by Us. In the event of error, You authorize Us to make correcting credits or debits, as the case may be, without notice to You.

(f) You hereby grant to Us a security interest in the Account to the extent of any and all fees, payments, Chargebacks and other amounts due which may arise under this Merchant Agreement, and You will execute any document and obtain any consents or waivers from the bank at which the Account is maintained as requested by Us to protect our security interests.

9.02 Reserve Account.

(a) Notwithstanding anything to the contrary in this Merchant Agreement, We may, at Our own discretion, establish and You shall upon request by Us, be required to fund a reserve account without interest accruing to You (the "Reserve Account") or may demand other security from You, including on the happening of any of the following:

(i) You engage in any processing that creates an overcharge to a Cardholder by duplicating charges;

(ii) You engage in any activity designed to circumvent a "call centre" message when attempting to process a transaction;

(iii) You breach this Merchant Agreement, violate any representation, covenant or warranty herein, violate any applicable Card Association Rules or applicable Law;

(iv) information provided by You is in any way inaccurate or becomes inaccurate subsequent to Your execution of this Merchant Agreement;

(v) You change Your type of business without our prior written approval;

(vi) You engage in fraud, process an unauthorized charge, or engage in other action that violates our applicable risk management standards or is likely to cause a loss;

(vii) the ratio of Chargebacks to Branded Card Transactions completed during any thirty (30) calendar day period exceeds the lesser of one half of one percent (0.5%) or a percentage that violates a then applicable Card Association Rule or the ratio of aggregate dollars charged back to the aggregate Branded Card dollar sales volume during any thirty (30) calendar day period exceeds the lesser of one half of one percent (0.5%) or a percentage that violates a then applicable Card Association Rule;

(viii) We receive an excessive number of requests from consumers or a Card Issuer to retrieve documentation;

(ix) We receive an excessive number of Card Association Fraud Reports;

(x) Your financial stability is in question or You cease doing business; or

(xi) You terminate the Merchant Agreement.

(b) Once the Reserve Account is established, collected funds will be placed in the Reserve Account until the balance is sufficient, in our discretion, to address the applicable risk. Further, We may require You to deposit additional amounts into the Reserve Account from time to time during the term of the Merchant Agreement based upon Your processing history and/or anticipated risk of loss to Us.

(c) The Reserve Account funds may be commingled with other funds. If a Reserve Account is established in accordance with this Section 9.02, then You hereby grant a security interest in respect of the Reserve Account in favour of Us in accordance with Section 9.03.

(d) Upon termination or expiration of the Merchant Agreement, before releasing funds from the Reserve Account, You will pay any outstanding challenges, losses or amounts, and Chargebacks for which You have liability and have provided indemnification under these Terms and Conditions.

(e) Once established, unless We determine otherwise at our sole discretion, the Reserve Account will remain in place for six (6) months after the end of the month in which the Merchant Agreement terminates or expires and a reasonable period thereafter during which Cardholder disputes may remain valid under applicable Card Association Rules.

(f) The provisions of the Merchant Agreement relating to account debits and credits apply to the Reserve Account and survive the Merchant Agreement's termination until We, in our discretion, terminate the Reserve Account. Any balance remaining after Chargeback rights have expired and all of our other expenses, losses and damages have been paid will be disbursed to You.

9.03 Security Interest.

(a) To secure payment of Your obligations under the Merchant Agreement, You grant to Us a security interest in all now existing or hereafter acquired:

(i) Transactions and other items submitted to Us for processing;

(ii) accounts receivable and payment rights relating to or arising from this Merchant Agreement, including all amounts due to You (including any rights to receive credits or payments hereunder);

(iii) accounts (including without limitation all deposit accounts) maintained with Us, Processor or any institution other than Processor, including the Reserve Account, in the name of or for the benefit of, You or any guarantor of Your obligations under this Merchant Agreement;

(iv) deposits, regardless of source, to Your or any guarantor's accounts with Us or Processor or any institution other than Processor, including the Reserve Account;

(v) all deposits and all other property and funds presented by You to Us or Processor or withheld by Us or Processor, including funds and property withheld as the result of security monitoring; and

(vi) proceeds of the foregoing.

(b) If We reasonably determine that You have breached any obligation under this Merchant Agreement, or that proceeds of Your future Card sales are unlikely to cover anticipated Chargebacks, credits, fees and adjustments, as reasonably determined by Us (whether because this Merchant Agreement has been terminated or for any other reason), We may setoff or otherwise exercise our security interest without notice or demand by immediately withdrawing from or freezing any account or otherwise exercising its rights under these Terms and Conditions or those rights available under and subject to, applicable Laws, or in equity.

(c) In addition to the collateral pledged above, We may require You to furnish such other and different security as We deem appropriate in our sole discretion to secure Your obligations under the Merchant Agreement. We may fully or partially prohibit withdrawal by You of funds from Your Account, pending our or Processor's

determination from time to time to exercise our rights as a secured party against such accounts in partial or full payment of Your obligations to Us and Processor.

(d) You agree that We or Processor may file such financing statements and any other documents as may be required for Us or Processor to perfect our security interest, and You will execute any other documents as may be requested by Us or Processor and take such actions as We or Processor may require in connection with the security interest, at Your cost.

(e) You represent and warrant that no other party has a security interest or lien in any of the collateral pledged above, and You will obtain our written consent before You grant a lien or security interest in that pledged collateral to any other person.

(f) To the extent applicable, in the case of any voluntary or involuntary bankruptcy or insolvency petition or proceeding, You acknowledge and agree that notwithstanding anything contained in this Merchant Agreement, the Reserve Account is separate and apart from Your insolvency estate and We or Processor has a first priority thereon.

ARTICLE 10 - TERM, TERMINATION, EFFECT OF TERMINATION

10.01 Term. Subject to Section 10.02, these Terms and Conditions will be effective once You confirm Your acceptance of it and, unless otherwise terminated, will continue for three (3) years with automatic two (2) year renewals thereafter until You provide written notice of non-renewal giving not less than thirty (30) days before the end of the then current term. An early termination fee may be applied as per Section 10.04.

10.02 Termination.

(a) Without Cause. We may terminate this Merchant Agreement, without cause, upon thirty (30) days' advance written notice to You.

(b) For Cause. We may terminate this Merchant Agreement in our sole discretion, effective immediately, upon written or verbal notice, if We reasonably determine either that any of the conditions enumerated as a reason for the establishment of a Reserve Account exist or that any of the following conditions exist;

(i) You have violated any provision of this Merchant Agreement;

(ii) there is a material adverse change in Your business, operations, financial condition, assets or prospects;

(iii) any case or proceeding is commenced by or against You under any federal or provincial or other law related to insolvency, bankruptcy, receivership or other debt relief;

(iv) any information which You provided to Us, including Merchant Application information, was false, incomplete or misleading when received;

(v) any information which You provided to Us, including information in the Merchant Application, has thereafter become false, incomplete or misleading;

(vi) an overdraft in the Account exists for more than three (3) days;

(vii) We believe that You or any of Your officers or employees has been involved in processing Transactions arising from fraudulent, criminal, suspicious or otherwise unauthorized Transactions;

(viii) You will be unable or unwilling to perform Your obligations under this Merchant Agreement or applicable Law;

(ix) You have failed to timely pay Us any amount due;

- (x) You have failed to promptly perform or discharge any obligation under the Account or the Reserve Account;
- (xi) any of Your representations or warranties made in connection with this Merchant Agreement was not true or accurate when given or has become untrue;
- (xii) You have defaulted on any agreement We have with You;
- (xiii) You are served with legal process seeking to attach or garnish any of Your funds or property in our or Processor's possession, and You do not satisfy or appeal the legal process within fifteen (15) days of such service;
- (xiv) any Card Association Rules are violated, or amended in any way so that the continued existence of the Merchant Agreement would cause Us or Processor to be in breach of those rules or any Card Association no longer permits You to participate in its Card program;
- (xv) any guaranty supporting Your obligations is revoked, withdrawn, terminated or altered in any way;
- (xvi) any circumstances arise regarding Your business that create harm or loss of goodwill to any Card Association;
- (xvii) termination is necessary to prevent loss to Us, Processor or Card Issuers;
- (xviii) the type of business conducted by You could endanger Us or Processor's safety or soundness;
- (xix) Your owner, officer, guarantor, or corporate entity has a separate relationship with Us or Processor and that relationship is terminated;
- (xx) You appear on any Card Association's security reporting;
- (xxi) Our or Processor's security for repayment becomes impaired;
- (xxii) an event of default under any other indebtedness of Yours shall have occurred the effect of which is to permit the holder thereof to accelerate the due date of all or part of such indebtedness;
- (xxiii) We receive an excessive number of Card Association Fraud Reports;
- (xiv) the number of Chargebacks received approaches the level of the maximum permitted Visa, MasterCard and Discover Chargeback thresholds; or
- (xxiii) one or more judgments shall have been entered against You which judgment or judgments shall have remained unsatisfied for a period of forty-five (45) days from entry thereof.

You shall notify Us in writing immediately upon becoming aware of the occurrence of an Event of Default, or an event which with the passage of time or the giving of notice, or both, would constitute an Event of Default.

(c) Automatic termination. This Merchant Agreement shall automatically terminate with immediate effect where:

- (i) a Card Association de-registers PAYSAFE as a payment facilitator; or
- (ii) where the Processor ceases to be a customer of the Card Associations or fails to have a valid license with the Card Associations for the use of their Marks.

10.03 Card Association Instruction.

We may terminate this Agreement, immediately, upon instructions from the Card Associations to such effect.

10.04 Effect of Bankruptcy. Any account or security held by Us or Processor will not be subject to any preference, claim or stay by reason of bankruptcy or similar law. You expressly agree that the acquisition of Card Transactions hereunder is a financial accommodation and if You become a debtor in any bankruptcy or similar proceeding, this Merchant Agreement may not be assumed or enforced by any other person and We will be excused from performing our obligations under these Terms and Conditions.

10.05 Effect of Termination.

(a) When termination becomes effective, the Parties' rights and obligations existing under the Merchant Agreement survive.

(b) If the Merchant Agreement is terminated, regardless of cause, We or Processor may withhold and discontinue the disbursement for all Transactions in the process of being collected and deposited and We or Processor may, without notice to You, refuse to accept or revoke acceptance of any Transaction received by Us on or any time after the occurrence of any Event of Default.

(c) If You are terminated for cause, You acknowledge that We may be required to report Your business name and the names and other identification of Your principals to the MATCH file maintained by Visa, MasterCard and Discover. You expressly agree and consent to such reporting if You are terminated for any reason requiring or permitting listing on the MATCH file. You waive and will hold harmless Us and Processor from any claims that You may raise as a result of our or Processor's MATCH file.

(d) If You are terminated for cause, We or Processor may, without prior notice to You, debit Your Account and Reserve Account in an amount equal to the amount then owed to Us or Processor, increase the fees payable by You hereunder, require You to deposit, as cash collateral, such amount as We or Processor may require to secure Your obligations hereunder, and report to one or more credit reporting agencies any of Your outstanding indebtedness (or any guarantor of Your obligations under this Merchant Agreement).

(e) You will immediately cease requesting Authorizations if You obtain any Authorization after termination, the fact that any Authorization was requested or obtained will not reinstate the Merchant Agreement.

(f) All obligations for Transactions prior to and after termination (including payment for Chargebacks and our and Processor's expenses relating to Chargebacks) survive termination.

(g) We are not liable to You for damages (including prospective sales or profits) due to termination.

(h) Upon termination, any amounts due to Us will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever by Us.

(i) You agree that if the Merchant Agreement is terminated before completion of the initial term or any renewal term of the Merchant Agreement for any reason other than a material uncured breach by Us, We may ask You to pay Us damages equal to the greater of (a) \$350 or (b) if the Merchant Agreement is terminated during the first six (6) months of the initial term, then the processing fees We would have received during such term based upon Your volume representations or, if the Merchant Agreement is terminated, the amount equal to the product of the aggregate number of months remaining in the then current term of the Merchant Agreement and any renewal term to which You and Us have committed multiplied by the average monthly processing fees earned by US plus, with respect to both clauses (a) and (b), our costs and legal fees incurred in connection with collecting such damages. You agree that these damages are not a penalty but are a reasonable computation of the financial harm caused by the termination of the Merchant Agreement.

(j) Our rights of termination are non-cumulative.

ARTICLE 11 - FEES AND CHARGES

11.01 Fees and Charges.

(a) You will pay to Us the fees and charges displayed on the website through which you submitted Your Merchant Application.

(b) We may adjust all charges set forth on Our website to reflect changes in, or additions to, (i) Association fees (including but limited to interchange, assessments, and all other Association fees, costs or charges) or (ii) pricing of third party vendor goods or services used in connection with the provision of the Credit Card Processing Services. All such adjustments will be effective as of the date such changes or additions are imposed on Us.

(c) Amounts due from You under these Terms, including but not limited to all fees, charges, amounts required, in Your sole discretion, to fund the Reserve Account and adjustments incurred by You will be debited through ACH from Your Account or withheld from daily payments to You.

(d) The fees and charges on our website are based upon Your representations regarding annual anticipated Transaction volume, amount and type, all as set forth on our website. To the extent that any such representations are not as anticipated, We may adjust the fees and charges for the actual, as opposed to anticipated, Transaction volume, amount and type.

(e) We may add fees for additional services utilized by You upon thirty (30) days' notice to You.

(f) If You are not paying a Discount Fee of "Interchange Plus", the Qualification Rates set forth on Our website are based on the assumption that each Transaction is a Qualifying Transaction. If any Transaction is a Mid or Non-Qualifying Transaction then You will be charged the Mid or Non-Qualifying Fees (as applicable and as set forth on Our website). Non-Qualifying fees are in addition to the increased Association interchange rates and fees which will also be charged to You. Information concerning Visa, MasterCard and Discover interchange rates is available respectively, at www.visa.com, and www.mastercard.com.

11.02 Statement. We shall make available a Statement or similar information on no less than a monthly basis. All information appearing on the Statement shall be deemed accurate and affirmed by You unless You object by written notice specifying the particular item in dispute within thirty (30) days of the date of the Statement. Delivery of the Statement may be in written or electronic form.

ARTICLE 12 – PROCESSOR

12.01 You acknowledge that if You are anticipated to process more than USD\$1,000,000 in Visa or Discover, or more than USD\$1,000,000 in MasterCard Transactions in any twelve (12) month period, pursuant to the Card Association Rules, the following [Processor terms and conditions](#) will apply to the processing of your Transactions: Processor Terms and Conditions and You will be required to enter into an agreement with Processor to confirm your agreement with those terms and conditions.

ARTICLE 13 - RECORDS

13.01 Records. In addition to any records You routinely send to Us under this Merchant Agreement, You will preserve a copy of the electronic records relating to the Transactions for at least two years after the date We process the relevant Transaction.

13.02 Requests for Copies. Within two business days following Your receipt of a request by Us, You will provide to Us any documentary evidence available to You that We reasonably request to meet our or Processor's obligations under applicable Laws or otherwise to respond to questions concerning Cardholder accounts.

ARTICLE 14 - MODIFICATIONS

14.01 Modifications to Merchant Agreement.

(a) These Terms and Conditions are subject to amendment as required to conform with Card Association regulations, as amended from time to time, and You expressly acknowledge that any election by Us regarding

means to comply with either Card Association Rules or applicable Law or regulation will not diminish or otherwise impact any of our rights hereunder.

(b) From time to time We may amend any provision or provisions of these Terms and Conditions, including, without limitation, those relating to the discount rate or to other fees and charges payable by You by mailing written notice to You of the amendment at least thirty (30) days prior to the effective date of the amendment, and the amendment will become effective unless We receive Your written notice of termination of this Merchant Agreement before such effective date.

(c) Amendments required due to changes in either Card Association's rules and regulations or any law or judicial decision may become effective on such shorter period of time as We may specify if necessary to comply with the applicable rule, regulation, Law or decision.

(d) If there is any conflict between a part of this Merchant Agreement and any present or future Association Regulation or applicable Law or regulation, only the part of this Merchant Agreement that is affected shall be modified and that modification shall be limited to the minimum necessary to bring this Merchant Agreement within the requirements of the Card Association rule, law or regulation.

ARTICLE 15 - NOTICES, COMMUNICATIONS

15.01 Written Notices.

(a) All written notices and other written communications required or permitted under this Merchant Agreement must be either personally delivered, sent by prepaid, registered mail or sent by email, charges (if any) prepaid, addressed as follows:

A) If to Us:

Paysafe Merchant Services Corp

3500 de Maisonneuve Blvd. W, Suite 700

Montréal, Québec, H3Z 3C1

Attn: Legal Department

Email: legal.departmentNA@paysafe.com

B) If to You, the address or email submitted in your Merchant Application.

(b) Any written notice delivered to the party to whom it is addressed will be deemed to have been given and received on the day it is so delivered at that party's address, provided that (i) it is so delivered before 5:00 p.m.; and (ii) if that day is not a business day then the written notice will be deemed to have been given and received on the next business day.

(c) Any written notice transmitted by email will be deemed to have been given and received on the day on which it was transmitted (but if the written notice is transmitted on a day which is not a business day (or after 5:00 p.m.), the written notice will be deemed to have been received on the next business day).

(d) Any written notice given by registered mail will be deemed to have been received on the fifth business day after which it is so mailed. You acknowledge and agree that written notice and other written communications required or permitted to be given by Us under this Merchant Agreement shall be properly given if contained in the on-line statement which We provide to You from time to time.

(e) For purposes of this Section 15.01, references to a time of day shall mean that time of day in the jurisdiction of the receiving party (e.g., "5:00 p.m." shall mean 5:00 p.m. in the jurisdiction of the receiving party) and

references to "business day" shall be mean a day other than a Saturday, Sunday or statutory holiday in the jurisdiction of the receiving party.

15.02 Communications with Processor.

(a) If You have any questions or concerns about the Credit Card Processing Services, You may contact the Processor at the following address:

Vantiv LLC

8500 Governors Hill Drive,

Symmestown Township, Ohio

45249-1384

Phone: (866) 622-2390

ARTICLE 16 - MISCELLANEOUS

16.01 Choice of Law; Jurisdiction.

(a) These Terms and Conditions are governed by, and is to be construed and interpreted in accordance with, the laws of the State of Delaware.

(b) You irrevocably submit and attorn to the exclusive jurisdiction of the courts of the State of Delaware to determine all issues, whether at law or in equity arising from this Merchant Agreement; waive any objection (including any claim of inconvenient forum that it may now or hereafter have) to the venue of any legal proceeding arising out of or relating to this Merchant Agreement in the courts of that Province, or that the subject matter of this Merchant Agreement may not be enforced in the courts; and irrevocably agree not to seek, and waive any right to, judicial review by any court which may be called upon to enforce the judgment of the courts referred to in this Section 16.01, of the substantive merits of any such suit, action or proceeding.

16.02 Entire Merchant Agreement; Interpretation; Assignability.

(a) These Terms and Conditions and the remainder of the Merchant Agreement express the entire understanding of the parties with respect to the subject matter hereof and except as provided in these Terms and Conditions or other documents comprising the Merchant Agreement, may be modified only in writing executed by Us and You.

(b) The Merchant Agreement may not be assigned by You, directly or by operation of law, without our prior written consent.

(c) We may assign our rights and obligations under this Merchant Agreement.

(d) This Merchant Agreement will be binding upon and inure to the benefit of the parties' respective heirs, personal representatives, successors and assigns.

16.03 Advertising.

(a) Your use of promotional materials and Marks is limited to informing the public that the Card will be accepted at Your website(s).

(b) The use of promotional materials and Marks is subject to our direction and to the Card Association Rules. You may only use promotional materials and Marks only during the term of this Merchant Agreement and will immediately cease use and return any inventory to Us or Processor upon termination of the Merchant Agreement.

(c) You may not use any promotional materials or Marks associated with Visa, MasterCard or Discover in any way which suggests or implies that either endorses any goods or services other than Card services.

16.04 Waiver. Our failure to enforce one or more of the provisions of this Merchant Agreement will not constitute a waiver of the right to enforce the same or other provision in the future.

16.05 Marketing of Non-Branded Card Services. From time to time, We may offer to You certain additional products and services, which may or may not be related to the acceptance or processing of Card Transactions. If such an offer is made, You may decline the offer or, based on acceptance of the offer by You, in accordance with terms provided by Us, and such non-Branded Card organization, be liable for payment associated with Your acceptance of such additional products and services.

16.06 Force Majeure. Both parties will be released from liability under these Terms and Conditions if either party fails to perform any obligation where the failure occurs by reason of any act of God, fire, flood, storm, earthquake, tidal wave, communications failure, sabotage, war, military operation, terrorism, national emergency, mechanical or electronic breakdown, civil commotion, governmental regulation or the order, requisition, request or recommendation of any governmental authority, or any party's compliance therewith, or any other similar cause beyond the non-performing party's reasonable control.

16.07 No Third-Party Beneficiary; No Partnership. Other than with respect to Processor, no person or entity may be deemed a third-party beneficiary of the Merchant Agreement. Nothing in these Terms and Conditions shall be deemed to create a partnership, joint venture or any agency relationship between the parties.

ARTICLE 17 - DEFINITIONS

17.01 Capitalized terms used in this Part I of these Terms and Conditions shall be defined as follows:

(a) "Account" means a commercial checking or demand deposit account maintained by You (and referred to in the Section hereof entitled "Deposit Account") for the crediting of collected funds and the debiting of fees and charges under this Merchant Agreement.

(b) "ACH" means the Automated Clearing House network managed by NACHA, the electronic payments association.

(c) "Age of Majority" means the age at which a person, formerly a minor or infant, is recognized by local Law to be an adult.

(d) "Authorization" means a computerized function to obtain approval from the Card Issuer to charge or debit the Card, as the case may be, for the amount of the sale.

(e) "Branded Card" means a Visa, MasterCard or Discover branded card.

(f) "Card" means, (i) a valid credit or debit card bearing the "Visa" or "MasterCard" or "Discover" branded marks; or (ii) any other valid credit or debit card accepted by You on Your website(s) as permitted by these Terms and Conditions.

(g) "Card Association" means Visa, MasterCard, Discover or any other brand in conjunction with which Card Issuers provide Cards accepted by You on Your website(s) pursuant to these Terms and Conditions.

(h) "Card Association Rules" means the respective and collective by-laws, rules, regulations, operating manuals, operating letters and policies, and cardholder data security standards, as such may be amended from time to time, and established and imposed by Card Associations in respect of Cards.

(i) "Card Issuer" means the financial institution or company which has provided a Card to a Cardholder.

- (j) "Cardholder" means the person whose name is embossed upon the face of the Card, or other authorized users of the Card.
- (k) "Cardholder Information" means any non-public, personally identifiable information about a Cardholder, including any combination of Cardholder name plus the Cardholder's social insurance number, driver's license or other identification number or credit or debit card number, or other bank account number.
- (l) "Chargeback" means the procedure by which a Transaction (or disputed portion thereof) is returned by a Card Issuer because such item does not comply with the applicable Card Association's Rules.
- (m) "Credit Card Processing Services" means the Transaction processing services provided by Us to You pursuant to these Terms and Conditions.
- (n) "Credit Voucher" means an electronic document provided by You evidencing any refund or price adjustment relating to Cards to be credited to a Cardholder's account.
- (o) "Data Privacy Requirements" means applicable Laws and guidelines pertaining to privacy such as the USA Patriot Act, Card Association bylaws, operating regulations and rules related to data security, data integrity and the safeguarding of Cardholder Information including the Payment Card Industry Data Security Standard ("PCI"), MasterCard's Site Data Protection Program ("SDP"), Visa's Customer Information Security Program ("CISP"), Discover's Information Security and Compliance ("DISC") and such other reasonable requirements provided by Us from time to time.
- (p) "Law" or "Laws" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or license of any governmental authority, including without limitation, all consumer credit and consumer protection Laws, and anti-money laundering Laws; and the term "applicable" with respect to Laws and in a context that refers to one or more persons, means that the Laws apply to the person or persons, or its or their business, undertaking or property, and emanate from a governmental authority having jurisdiction over the person or persons or its or their business, undertaking or property.
- (q) "Mark" means promotional materials and any trade name, trademark, service mark or logo type associated with a Card.
- (r) "Non-Qualifying Transaction" means any sale Transaction that fails to qualify for lowest interchange rate assigned by the applicable Card Association for Your standard card industry code.
- (s) "Personal Information" refers to information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, which is received by You from any source as a consequence of the performance of the rights and obligations under this Merchant Agreement.
- (t) "Processor" means the third-party processor with which We are contracted to provide certain elements of the Credit Card Processing Services.
- (u) "Qualifying Transaction" means any sale Transaction that is not a Non-Qualifying Transaction.
- (v) "Representative(s)" means any of Your employees, service providers, subcontractors, agents, representatives, contractors, associates, officers, directors, principals or any other third party engaged by You.
- (w) "Reserve Account" has the meaning set out in Article 9.
- (x) "Retrieval" means responding to requests for documentation relating to a Transaction.

(y) "Transaction" means any sale of products or services, or credit for such, from You for which a Cardholder makes payment or receives credit through the use of any Card.

ARTICLE 18 - PRIVACY POLICY FOR IDOLOGY

18.01 Preamble.

(a) IDology, Inc. and its affiliates ("IDology" or "Company") respect your privacy and are committed to protecting it.

(b) We recognize the increased importance of electronic commerce and the growth of the Internet as a part of everyday business transactions. That's why we maintain strict internal policies concerning your privacy. IDology provides this Privacy Statement to inform you of our Privacy Policy and practices and of the choices you can make about the way your information is collected online and how that information is used. Questions regarding this statement should be directed to privacy@idology.com.

(c) We've structured our websites so that, in general, you can visit IDology' sites without identifying yourself or revealing any personal information. However, IDology may ask you to register and provide information that personally identifies you when you register as a subscriber, create an inquiry about our services or obtain white papers, order email newsletters, respond to a marketing campaign or file a complaint.

18.02 Sites covered by this Privacy Statement.

(a) www.idology.com; ww2.idology.com; and blog.idology.com

(b) IDology's websites may contain links to other websites. The information practices or the content of such other websites is governed by the privacy statements of such other websites.

(c) The Company encourages you to review the privacy statements of other websites to understand their information practices.

18.02 Types of information we collect.

(a) On some pages you can request information, subscribe to marketing or support materials, register yourself to obtain information on our services or apply for a job at IDology. The types of personal information you provide to us on these pages may include name, address, phone number, email address, contact preferences, educational and employment background, and job interest data.

(b) This Privacy Statement covers personal information, non-personal data collection and aggregate reporting.

(c) Personal information.

(i) Personal information is information that is associated with your name or personal identity. IDology uses personal information to understand better your needs and interests and to provide you with better service. Once you choose to provide us with personal information, it will be used only to support your customer relationship with IDology. IDology will not sell, rent or lease your personal information to others.

(ii) To personalize our websites, services or communications and improve our services, we may also ask you to provide us with information regarding your personal or professional interests, demographics, and experiences with our products or services. Providing this additional information is optional.

(d) Non-personal information.

(i) Non-personal information is data about usage and service operation that is not associated with a specific personal identity. IDology collects and analyzes non-personal information to evaluate how visitors use the IDology websites.

(ii) Non-personal data we collect may include the pages visited on the IDology websites, unique URLs visited, browser type and IP address. Most non-personal data is collected via analysis technologies.

(e) Children's privacy. IDology is committed to protecting the privacy needs of children and we encourage parents and guardians to take an active role in their children's online activities and interests. IDology does not knowingly collect, or encourage collection of information from children under the age of 13 and IDology does not target its websites to children under 13.

18.03 How we use your information.

(a) IDology uses your personal information to provide you with services and to help us better understand your needs and interests. Specifically, we use your information to communicate with you, to provide service and support, to update you on services and benefits, and to personalize promotional offers. Occasionally we may also use your information to contact you for market research regarding IDology's services. IDology will not use your personal information for a different purpose than the one stated when you provided your data or subsequently authorized by you. We will give you the opportunity to choose your privacy preferences regarding such communications (see Section 18.07, "Your privacy preferences and opting out").

(b) Personal data collected online may also be combined with information you provide IDology through other sources such as trade shows or seminars.

(c) Personal data given to IDology may be transferred across state and country borders for the purposes of data consolidation, storage and simplified customer information management.

(d) Non-personal data is aggregated for reporting about IDology's websites usability, performance and effectiveness. It is used to improve the customer experience, usability and site content.

18.04 Website Navigational Information.

(a) IDology uses commonly-used information-gathering tools, such as cookies and Web beacons, to collect information as you navigate the IDology's websites. This Section describes the types of website navigational information used on the Company's websites and how this information may be used.

(b) Cookies. IDology uses cookies to make interactions with its websites easy and meaningful. When you visit one of the IDology's websites, a cookie is sent to your computer. Standing alone, cookies do not personally identify you; they merely recognize your Web browser. Unless you choose to identify yourself to IDology, either by responding to a promotional offer or filling out a Web form (such as a "Request a Demo" Web form), you remain anonymous to us.

(c) Web Beacons. IDology uses Web beacons alone or in conjunction with cookies to compile information about customers and visitors' usage of the IDology's websites and interaction with emails from the Company. Web beacons are clear electronic images that can recognize certain types of information on your computer, such as cookies, when you viewed a particular website tied to the Web beacon, and a description of a website tied to the Web beacon. For example, IDology may place Web beacons in marketing emails that notify the Company when you click on a link in the email that directs you to one of the Company's websites. IDology uses Web beacons to operate and improve the Company's websites and email communications.

(d) IP Addresses. When you visit IDology's Web sites, the Company collects your Internet Protocol ("IP") addresses to track and aggregate non-personal information. For example, IDology uses IP addresses to monitor the regions from which customers and visitors navigate the Company's websites.

18.05 Who we share your information with.

(a) IDology will not sell, rent or lease your personal information to others. IDology will not share your personal information with third parties except in responding to your requests for services. Your permission will be

requested when you submit your information. IDology shares customer information across IDology's affiliated business entities and companies working on our behalf, but only as described above in "How we use your information."

(b) IDology contracts with third-party service providers and suppliers to deliver complete services and customer solutions described in "How we use your information." Suppliers and service providers are required to keep confidential the information received on behalf of IDology and may not use it for any purpose other than to carry out the services they are performing for IDology. These service providers may change or we may contract with additional service providers to better accommodate our customers. IDology will not share personal information with any other third parties without your permission, unless required by law enforcement action, subpoena, or local law.

(c) IDology or its related entities could merge with or be acquired by another business entity or some or all of their respective assets could be acquired. If such a combination or acquisition occurs, IDology will make every reasonable effort to notify you in the event we share with the merging or acquiring entity some or all of your personal information to continue serving you.

(d) IDology may provide bulletin boards, blogs, or chat rooms on the Company's websites. Any personal information you choose to submit in such a forum may be read, collected, or used by others who visit these forums, and may be used to send you unsolicited messages. IDology is not responsible for the personal information you choose to submit in these forums.

(e) IDology posts a list of customers and testimonials on the Company's websites that contain information such as customer names and titles. IDology obtains the consent of each customer prior to posting any information on such a list or posting testimonials.

18.06 Your choices. IDology gives you the choice of receiving a variety of information that complements our services. You can subscribe to receive certain service or industry specific information and marketing communications. IDology's communications may include new service information, special offers, or an invitation to participate in market research. We give you a choice regarding delivery of communications by postal mail, email and telephone. You can make or change your choices at the data collection point. Please refer to Section 18.07 for further instructions. We will make every effort to honor your preferences. This option does not apply to communications for the purpose of administering contracts, support, or service notifications.

18.07 Your privacy preferences and opting out.

(a) You may receive periodic mailings from us with information on services or upcoming events. If you do not wish to receive such mailings, please let us know by sending an email to privacy@idology.com or writing to us at our physical address. Please provide us with your name and information you want on our do-not-share list. We will be sure your name is removed from the list we share with other organizations.

(b) Additionally, if you do not want IDology to contact you for marketing purposes by email, postal mail, fax and/or phone, you may opt out by sending an email to marketing@idology.com, calling us at 866-520-1234, or writing to us at our physical address. Please provide us with your name and the information you wish to unsubscribe. Place the word UNSUBSCRIBE in the subject when emailing.

(c) If your state's privacy laws provide for different rights or require a different procedure in order for you to exercise your privacy rights under those laws, we will explain your rights to you when you email us at privacy@idology.com.

18.08 Access to and accuracy of your information. IDology strives to keep your personal information accurate. We have implemented technology, management processes and policies to maintain customer data accuracy. Upon request, IDology will grant individuals reasonable access to personal information that it holds about them. In addition, IDology will take reasonable steps to permit individuals to correct, amend, or delete information that is

demonstrated to be inaccurate or incomplete. If you need to make changes to your information, please contact us at privacy@idology.com.

18.09 Keeping your information secure.

(a) IDology is committed to protecting the information you provide us. To prevent unauthorized access or disclosure, to maintain data accuracy, and to ensure the appropriate use of the information, IDology has in place appropriate physical and managerial procedures to safeguard the information we collect.

(b) We have up-to-date physical safeguards, such as secure areas in buildings; electronic safeguards, such as passwords and encryption; and procedural safeguards, such as customer authentication procedures to prevent ID theft.

(c) We restrict access to information about you to only those employees and associates who need to know that information to provide services to you.

(d) We carefully select and monitor outside service providers, such as mail vendors, who have access to our business information, and we require them to keep it safe and secure. We do not allow them to use or share the information for any purpose other than the job they are hired to do.

(e) We train our employees on these security procedures, and we conduct regular audits to check on compliance with the procedures.

18.10 Changes to this Statement. If there are updates to the terms of the IDology's Privacy Statement, we will post those changes and update the revision date in this document, so you will always know what information we collect online, how we use it, and what choices you have.

18.11 Contacting us. We value your opinions. If you have comments or questions about our Privacy Policy, please send them to privacy@idology.com or mailing to 2018 Powers Ferry Road SE, Suite 720, Atlanta, GA 30339.

PART II: DIRECT DEBIT PROCESSING

The following Terms and Conditions govern the provision of direct debit transaction Processing Services.

ARTICLE 1 - PROCESSING SERVICES

1.01 Subject to these Terms and Conditions, PAYSAFE hereby agrees to provide the following Direct Debit Processing Services to the Merchant, as limited agent of the Merchant, as more fully described in Article 1A:

(a) Submission of debit (withdrawal) and credits (refund) requests by consumers, based on the bank account number and routing number provided by the consumer except where authorization has been revoked. "Submission" of those requests, for purposes of this provision, shall mean the receipt and, after positive verification of the negative database, transmission of such information to the Clearing Houses for confirmations and approvals from the Clearing Houses;

(b) Settlement of funds into Merchant's account ("Remittances") as described in the Merchant Application;

(c) Provision of a Web-based real-time reporting tool to view Electronic Check Transactions, Returned Items, and all associated fees and reserves as per Article 2;

(d) Provision of documentation and application programming interface(s) for use by Merchant to submit transactions to PAYSAFE;

- (e) Confirmation of receipt of the Data provided by Merchant;
- (f) Verification of the submitted bank routing number;
- (g) Omitted;
- (h) Omitted;
- (i) Prompt notification of Merchant of any rejected entry from ACH. PAYSAFE shall use reasonable efforts to provide such notification within one (1) business day of receipt of the rejected entry;
- (j) Prompt notification of Merchant of any Returned Items. PAYSAFE shall use reasonable efforts to provide such notification within six (6) business days of receipt of the Returned Item;
- (k) Omitted; and
- (l) Issuance of a user name and password to access PAYSAFE's Web-based interface.

1.02 Notwithstanding the above, PAYSAFE maintains the right to decline to process any Data or transactions.

1.03 Nothing herein grants the Merchant any rights whatsoever in any of PAYSAFE's transaction or other software other than a limited, non-exclusive, non-transferable license for use subject to these Terms and Conditions and as PAYSAFE otherwise may direct, and any use thereof by the Merchant beyond the requirements of the Direct Debit Processing Services shall be subject to a separate written agreement.

ARTICLE 1A - LIMITED AGENT

1A.01 The Merchant hereby appoints PAYSAFE as the Merchant's limited agent solely for purposes of collecting payments received through the Direct Debit Processing Services from consumers, and remitting refunds related to purchases of the Merchant's services to consumers, on behalf of the Merchant.

Notwithstanding anything herein to the contrary, the Merchant acknowledges and agrees that payment made by a consumer to PAYSAFE acting on behalf of the Merchant pursuant to the authority granted herein shall be considered the same as payment made directly to the Merchant, and the Merchant shall have no recourse against any consumer for any amounts received from such consumer through the Direct Debit Processing Services by PAYSAFE in connection with such consumer's purchase of the good or service, as applicable, from the Merchant. The foregoing sentence shall survive the termination or expiration of this Merchant Agreement. Notwithstanding anything contained herein to the contrary, PAYSAFE may describe or otherwise reflect the terms of this Section 1A.01 in any terms of use, receipts, disclosures or notices that PAYSAFE may deem necessary or prudent in its sole discretion. In accepting appointment as the limited authorized agent of the Merchant, PAYSAFE assumes no liability for any acts or omissions of the Merchant.

1A.02 Merchant shall make reasonable efforts to disclose to consumers, where appropriate, that the services that provide the consumers with the ability to pay for the goods or services from the Merchant using the Direct Debit Processing Services are provided by PAYSAFE on behalf of the Merchant as its limited authorized agent.

ARTICLE 2 - FEES AND RESERVES

2.01 In consideration for Direct Debit Processing Services the Merchant agrees to pay to PAYSAFE the following non-refundable fees:

- (a) All fees as indicated in the Merchant Application;
- (b) For any Returned Items that exceed NACHA thresholds, a Fine of up to \$35 for each such returned transaction may be assessed by PAYSAFE, its sponsoring ODFI, or the NACHA governing body;

(c) Should the Merchant be deemed to have violated the terms of Schedule B, Merchant shall pay PAYSAFE the Fine as indicated therein;

(d) Omitted;

(e) Any other charges or fees imposed from time to time by the Clearing Houses or banks or other third parties for handling Electronic Checks; and

(f) For each wire transfer received from PAYSAFE the amount specified in the attached Merchant Application.

2.02 The Merchant shall also be obliged to:

(a) reimburse PAYSAFE for all credits issued by PAYSAFE on behalf of the Merchant; and

(b) reimburse PAYSAFE for all Returned Items and pay all Fines related to Returned Items.

2.03 Merchant hereby authorizes PAYSAFE to deduct from the Remittances the amounts owing under Sections 2.01 and 2.02 above. In the event that the Remittances are insufficient to pay the amounts owing by the Merchant to PAYSAFE, the Merchant shall pay the balance thereof within seven (7) business days following receipt of PAYSAFE's notice for such amount.

2.04 PAYSAFE is authorized to establish a reserve amount (the "Reserve Amount") in connection with the Direct Debit Processing Services provided hereunder. The Reserve Amount shall be maintained in full by PAYSAFE for the term of this Merchant Agreement and for a period of seven (7) months thereafter. Thereafter, PAYSAFE shall pay to the Merchant any amounts remaining out of the Reserve Amount that were not used to offset any Obligations due to PAYSAFE in connection with any account, such Obligations including but not limited to Reserve Amount Expenses.

(a) The Parties agree that the purpose of the Reserve Amount is to ensure PAYSAFE's recovery of any liabilities owed it or reasonably anticipated to be owed to it by the Merchant pursuant to this Merchant Agreement including, without limitation, all applicable fees provided for in Article 2 hereof, and Reserve Amount Expenses for any account, transaction or otherwise arising from this Merchant Agreement.

(b) The Parties agree that the Remittances shall be used to fund and replenish the Reserve Amount. PAYSAFE shall withhold amounts from the Remittances so as to maintain a balance in the Reserve Amount consistent with the Reserve Amount set forth in the Merchant Application.

(c) PAYSAFE, in its sole discretion, may amend the Reserve Amount at any time following the six (6) month anniversary of the effective date. Notwithstanding any provision to the contrary in this Merchant Agreement, any new Reserve Amount would take effect immediately upon the Merchant's receipt of written notice of such new rate from PAYSAFE.

(d) On the first (1st) business day of the seventh (7th) month after the effective date, and on that day of every month during the term thereafter, the reserves generated from the first (1st) month of operation (and, thereafter, from the first (1st) remaining month) will be forwarded to the Merchant on a rolling basis, net of any amounts in any Account offset pursuant to this Merchant Agreement, including without limitation all Reserve Amount Expenses.

(e) For the avoidance of doubt, PAYSAFE shall have the right, in its sole discretion and at any time without notice, to withdraw and make use of any and all amounts from the funds comprising the Reserve Amount. Interest that accrues on the amounts comprising the Reserve Amount (if any) shall belong to, and be retained by, PAYSAFE.

(f) Merchant's right in respect of the Reserve Amount is solely a contractual right in a running account to payment of the ultimate balance found due (if any), after any offsets under or in accordance with this Section

2.04 have been made.

2.05 PAYSAFE is authorized to establish a security deposit account (the "Security Deposit Account") in connection with the Direct Debit Processing Services hereunder in the name of PAYSAFE. The Security Deposit Account shall be maintained by PAYSAFE for the term of this agreement and for a period of seven (7) months thereafter. Thereafter, PAYSAFE shall pay to the Merchant any amounts remaining in the Security Deposit Account that were not used to offset amounts due to PAYSAFE under any other provision of this Merchant Agreement.

(a) As security for the payment of the Obligations by the Merchant, the Merchant agrees to provide PAYSAFE with a security deposit (the "Security Deposit") for the Security Deposit Account in the form and amount specified in the Merchant Application. Any existing Security Deposit and Security Deposit Account shall remain in effect but under the terms of this Section 2.05, (b) and (c).

(b) Interest that accrues on the amounts comprising the Security Deposit (if any) shall belong to, and be retained by, PAYSAFE.

(c) PAYSAFE shall have the right, in its sole discretion, to withdraw from the Security Deposit Account any and all amounts owed to PAYSAFE hereunder should the Merchant fail to pay such amounts within five (5) business days of the Merchant's receipt of written notice of default from PAYSAFE.

2.06 As continuing and collateral security for the due and punctual payment of any and all amounts now owing or which may hereafter become owing to PAYSAFE by the Merchant or for the satisfaction of any amounts disbursed by PAYSAFE on behalf of the Merchant including, but not limited to, credits, Returned Items, Fines, penalties and interest, under this Merchant Agreement (the "Obligations"), as same may be amended, renewed, extended or supplemented, the Merchant hereby charges, mortgages and hypothecates in favour of PAYSAFE, with effect as of and from this date, all right, title and interest of the Merchant in and to the Remittances, Security Deposit and Reserve Amount and all funds therein comprised. The Merchant undertakes not to grant to any other person any charge, mortgage, hypothecary or other security interest of equal or superior rank to PAYSAFE's in the Remittances, Security Deposit or Reserve Amount. The Merchant further undertakes, upon notice by PAYSAFE and at its expense, to execute and register such documents as may be necessary or desirable to perfect PAYSAFE's first-ranking security interest therein. To the extent applicable, in the case of any voluntary or involuntary bankruptcy or insolvency petition or proceeding, Merchant acknowledges and agrees that notwithstanding anything contained in this Merchant Agreement, the Remittances, Security Deposit or Reserve Amount is separate and apart from the Merchant's insolvency estate and PAYSAFE has a first priority thereon.

2.07 PAYSAFE shall have the right to immediately withdraw from the Reserve Amount any and all amounts owed to it hereunder without notice or demand. PAYSAFE shall have the additional right to immediately withdraw from the Security Deposit any and all amounts owed to it hereunder. PAYSAFE's rights to sums owed to it by Merchant pursuant to this Merchant Agreement shall in no way be limited by the balance or existence of the Reserve Amount or the Security Deposit. PAYSAFE's rights with respect to the Reserve Amount and the Security Deposit shall survive the termination of this Merchant Agreement.

2.08 All interest which may accrue in respect of the Reserve Amount and Security Deposit shall be for the sole account of PAYSAFE.

2.09 As amounts become payable to either party under this Merchant Agreement, and unless otherwise agreed in writing, the party making the payment shall do so by facilitating a wire transfer to a pre-designated account stipulated by the other party.

2.10 Either party may change or modify its pre-designated account(s), except that any change or modification by Merchant to its pre-designated account(s) requires prior written consent of PAYSAFE, which may be withheld in its sole discretion.

2.11 The Merchant shall be responsible, in addition to the amount mentioned above, for the payment of any and all applicable sales or other taxes due upon the Electronic Check Transactions and the fees hereunder.

2.12 Notwithstanding Section 1.01 (a), PAYSAFE shall have the right to limit or cease processing credit requests (i) should in PAYSAFE's sole determination the Merchant's Reserve Amount and Security Deposit not be adequately funded; or (ii) if PAYSAFE has a concern about the volume of activity in the account; or (iii) if the Merchant is in overdraft with PAYSAFE; or (iv) for any other valid reason.

2.13 PAYSAFE reserves the right to amend the fees charged under Section 2.01 at its sole discretion and at any time following the six (6) month anniversary of the execution of this Merchant Agreement. The new fees will take effect upon a simple notice to the Merchant in accordance with Article 9.

2.14 PAYSAFE reserves the right to increase the Reserve Amount withheld from Remittances under Section 2.04 should PAYSAFE in its sole discretion deem the risk of Merchant's account to have materially increased.

ARTICLE 3 - INDEMNIFICATION AND LIMITATION OF LIABILITY

3.01 The Merchant and the Guarantor (as hereinafter defined) shall jointly and severally defend and hold harmless PAYSAFE against and in respect to any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorney fees that PAYSAFE shall incur or suffer, that arise, result from, or relate to any breach of or failure by the Merchant to perform any of its representations, warranties, covenants or agreements in this Merchant Agreement or in any schedule, supplemental agreement, appendix or other instrument furnished or to be furnished to Merchant under this Merchant Agreement.

3.02 PAYSAFE's liability to Merchant with respect to any Electronic Check Transaction shall not exceed the amount represented by the transaction record in connection with such Electronic Check Transaction, less the applicable fees payable to PAYSAFE hereunder.

3.03 ALL WARRANTIES EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OF THE DIRECT DEBIT PROCESSING SERVICES OR OF ANY OTHER SOFTWARE, HARDWARE OR SERVICES PROVIDED BY PAYSAFE HEREUNDER ARE HEREBY DISCLAIMED BY PAYSAFE, ITS AFFILIATES, AGENTS AND LICENSORS. IN ADDITION, PAYSAFE, ITS AFFILIATES, AGENTS AND LICENSORS SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, LIQUIDATED OR OTHER INDIRECT OR EXTRA-CONTRACTUAL DAMAGES IN ANY WAY CONNECTED WITH OR ARISING OUT OF THE USE OF THE DIRECT DEBIT PROCESSING SERVICES OR ANY OTHER SOFTWARE, HARDWARE OR SERVICES PROVIDED BY PAYSAFE HEREUNDER.

3.04 PAYSAFE shall use commercially reasonable efforts to perform the Direct Debit Processing Services provided however, PAYSAFE, its affiliates, agents or licensors shall not be liable for any loss resulting from the activities of PAYSAFE's service providers, the Merchant or the Merchant's consumers, nor from any erroneous statements or errors in transmission, nor for any loss resulting from any delay, interruption or failure to perform hereunder due to any circumstances beyond PAYSAFE's reasonable control including, without limitation, acts of god, fire, explosion, earthquake, riot, war, sabotage, accident, embargo, storms, strikes, lockouts, any interruption, failure or defects in Internet, telephone, or other interconnect services or in electronic or mechanical equipment. PAYSAFE's obligations hereunder shall be suspended during any of the foregoing circumstances, which suspension shall not be a cause for termination of this Merchant Agreement by the Merchant.

ARTICLE 4 - TERM AND TERMINATION

4.01 Subject to Section 4.02 to 4.04, these Terms and Conditions will be effective once You confirm Your acceptance of it and, unless otherwise terminated, will continue for three (3) years with automatic two (2) year

renewals thereafter until You provide written notice of non-renewal giving not less than thirty (30) days before the end of the then current term.

4.02 Notwithstanding Section 4.01, PAYSAFE shall have the right to terminate this Merchant Agreement immediately in the event:

- (a) of breach by the Merchant of its representations, warranties, covenants or other obligations under this Merchant Agreement;
- (b) that the Merchant is delinquent in any payment hereunder ten (10) days after the same has become due;
- (c) the Merchant assigns this Merchant Agreement to any party without the consent required under Section 12.03; or
- (d) the Merchant makes an assignment for the benefit of its creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, files a petition or applies to any tribunal for any receiver, trustee, liquidator or sequestrator of any substantial portion of its property, commences any proceeding under any law or statute of any jurisdiction respecting insolvency, bankruptcy, reorganization, arrangement or readjustment of debt, dissolution, winding-up, composition or liquidation, or otherwise takes advantage of any bankruptcy or insolvency legislation whether now or hereafter in effect, or if any receiver, trustee, liquidator or sequestrator of any substantial portion of its property is appointed.

4.03 PAYSAFE may also terminate this Merchant Agreement without cause upon twenty (20) days' written notice to Merchant.

4.04 Notwithstanding Section 4.01, Merchant may terminate this Merchant Agreement, with or without cause, upon thirty (30) days' written notice to PAYSAFE.

4.05 Upon any termination of this Merchant Agreement, the Merchant shall immediately discontinue the use of all of the Direct Debit Processing Services and the license granted under Section 1.03 shall terminate. All provisions regarding indemnification, representations, warranties, liability and limits thereon and Confidential Information shall survive indefinitely or until the expiration of any time period specified elsewhere in this Merchant Agreement with respect to the provision in question, and termination of this Merchant Agreement shall not relieve the Merchant of its obligations to pay accrued fees.

4.06 Upon any termination of this Merchant Agreement, PAYSAFE shall retain, as security for the payment of the Obligations, each of the Security Deposit and the Reserve Amount as well as any other amounts in the Merchant's account for a full seven (7) month period from the date of termination.

ARTICLE 5 - CONFIDENTIALITY

5.01 The Merchant agrees that it will:

- (a) not use any of the Confidential Information for purposes other than this Merchant Agreement;
- (b) not disclose to any third party any of the Confidential Information; and
- (c) will retain in strictest confidence all Confidential Information except in the performance of its obligations under this Merchant Agreement.

5.02 The Merchant agrees that it will not issue any press releases or similar publicity statement regarding this Merchant Agreement without the prior written consent of PAYSAFE or as required by law.

5.03 Termination of this Merchant Agreement shall not release the Merchant from its obligations under Sections 5.01 and 5.02.

5.04 PAYSAFE agrees that it will retain in strictest confidence the names and other personal information about the Merchant's consumers unless such disclosure is required by competent authority.

5.05 Termination of this Merchant Agreement shall not release PAYSAFE from its obligations under Section 5.04.

ARTICLE 6 - REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CLIENT

6.01 The Merchant hereby covenants to PAYSAFE that it will:

(a) offer for sale through its Web site only products and services that are available for delivery in the normal course of the Merchant's business, based upon the type of product or service being offered, which were pre-approved by PAYSAFE in the Merchant Application;

(b) offer products or services for sale only if the Merchant has legitimate rights to market and sell such products or services;

(c) fully comply with the rules imposed by the Financial Institutions from time to time and as currently specified in Schedule A;

(d) submit to PAYSAFE in writing, for PAYSAFE's written consent, any changes or modifications to the Information, including but not limited to, changes in the products and services available through the Merchant's Web site or changes to any of Merchant's policies;

(e) only use the Direct Debit Processing Services for transactions for which Merchant has received full express and proper authorization from the consumer for such transaction, including full express and proper authorization and consent from the consumer for PAYSAFE and its affiliates, agents, suppliers, and subcontractors to use personal information provided by consumer to obtain credit reports from authorized credit reporting agencies, in accordance with all applicable laws and regulations and the NACHA Operating Rules; Merchant further represents, warrants and covenants that it has obtained all required consents from consumers in respect of their personal information to be accessed, collected, used or transferred by PAYSAFE in providing the services under this Merchant Agreement; and it has read, understood and hereby accepts PAYSAFE's privacy policy on behalf of itself and the consumers at: <https://www.paysafe.com/privacy-policy/>. In addition, to the extent that Merchant has been introduced to PAYSAFE and entered into this Merchant Agreement through a referral partner of PAYSAFE or a software platform provider integrated to PAYSAFE (collectively referred to as the "Platform Partner"), Merchant acknowledges and agrees that PAYSAFE may share transaction information with the Platform Partner on a need to know basis.

(f) only use the Direct Debit Processing Services for transactions that are in compliance with all federal, state and local laws and regulations, and the NACHA Operating Rules; and

(g) only use the Direct Debit Processing Services for transactions with consumers who can form legally binding contracts under applicable laws and regulations. Without limiting the scope of this Section 6.01 (g), consumers must be at least 18 years of age or the age of majority in the jurisdiction in which the consumer is domiciled, whichever is greater.

6A.01 Once the Merchant has received confirmation from PAYSAFE of a consumer's payment, the Merchant covenants to deliver, perform, or allow the consumer access to the purchased service or good of the Merchant. Consumer access to the purchased good or service shall be, as the case may be, immediate upon receipt of the aforementioned payment confirmation, or within a longer time frame as specified in the terms of the agreement(s) or policies between the Merchant and the consumer, and shall be provided by the Merchant as if all amounts due from the consumer to the Merchant related thereto were received by the Merchant, regardless of whether such amounts are ultimately remitted to the Merchant by PAYSAFE. The foregoing obligation of the Merchant shall survive the termination or expiration of this Merchant Agreement.

6.02 The Merchant hereby represents and warrants to PAYSAFE that:

- (a) it will maintain the value and reputation of PAYSAFE to the best of its reasonable ability;
- (b) it will advise PAYSAFE promptly in writing of any errors in the Direct Debit Processing Services;
- (c) it will conduct its business affairs in accordance with the terms and intent of this Merchant Agreement, and in compliance with all applicable government laws, including but not limited to compliance with Federal Trade Commission Telemarketing Sales Rule (16 C.F.R. Part 310) and the Telephone Consumer Protection Act, and regulations and the NACHA Operating Rules or other rules or guidelines as set out by PAYSAFE from time to time;
- (d) it will manage its business in such a way as to ensure that Returned Items do not exceed a reasonable amount of the total value of its business;
- (e) it will immediately replenish its account at PAYSAFE should the balance fall below acceptable levels as determined by PAYSAFE;
- (f) it will not use the Direct Debit Processing Services in connection with any illegal or fraudulent business activities;
- (g) it will not permit or authorize any other person to use the Direct Debit Processing Services;
- (h) the Information will not be changed or modified in any way without the prior written consent of PAYSAFE;
- (i) Omitted;
- (j) In respect of every transaction, the consumer shall have accurately provided all required information necessary to authorize and process the transaction;
- (k) the date of the Electronic Check shall accurately coincide with the date of the submission of the transaction to PAYSAFE for processing and the date the transaction actually occurred;
- (l) the amount of the Electronic Check entered into the PAYSAFE system for processing and the Electronic Check amount authorized by the consumer shall agree;
- (m) in respect of every transaction, Merchant has no reason to question or have notice of any fact, circumstance or defense which would impair the validity or collectability of the consumer's obligation or relieve the consumer from liability for the Electronic Check;
- (o) each Electronic Check must be a first party personal or company check for which the consumer has authorized payment to Merchant drawn by electronic means on a United States financial institution for the purchase of goods or services from Merchant; and
- (p) each Electronic Check represents the obligation of the consumer for goods or services actually sold or rendered by Merchant for the actual price of such goods or services (including tax and shipping) and does not involve any element of credit for any purpose.

6.03 The Merchant acknowledges to PAYSAFE that the parties are independent contractors and that nothing herein shall be construed as creating a joint venture or partnership between them. For greater certainty, the Merchant acknowledges that PAYSAFE is not involved in the Merchant's business.

6.04 The Merchant agrees that at any time, and from time to time, during the term of this Merchant Agreement and only with regard to the PAYSAFE services, PAYSAFE shall have the right to post or to require posting of, without any charge, a banner, graphic or logo of PAYSAFE on the application/deposit page of internet Web site(s) incorporating the Direct Debit Processing Services, advertising PAYSAFE's and its affiliates' businesses.

PAYSAFE's obligation to provide Merchant with the Direct Debit Processing Services are conditional on Merchant undertaking to:

- (a) Identify Merchant Designated Account;
- (b) Provide PAYSAFE with the Data in a timely manner and as requested by PAYSAFE from time to time;
- (c) Co-operate with PAYSAFE to permit PAYSAFE to provide the Direct Debit Processing Services;
- (d) Follow procedures, written or oral, as provided to Merchant by PAYSAFE from time to time;
- (e) Adhere to all applicable laws and regulations;
- (f) Review all statements issued to Merchant by PAYSAFE and inform PAYSAFE in writing of any errors or discrepancies within five (5) days of Merchant receipt of same;
- (g) Omitted.

6.05 Merchant hereby irrevocably pre-authorizes PAYSAFE to:

- (a) issue debits for payment from any Merchant Designated Account to PAYSAFE for any amount due from Merchant to PAYSAFE in accordance with the terms hereof; and
- (b) issue debits for payment from Merchant Designated Account to pay for Fees, Returned Items, penalties and Fines; such rights to exist during the term of this Merchant Agreement and to continue for one hundred and eighty (180) days thereafter.

6.06 Upon Merchant execution of this Merchant Agreement Merchant authorize PAYSAFE to undertake the appropriate credit and risk assessments on Merchant.

ARTICLE 7 - GUARANTORS

7.01 As a primary inducement to PAYSAFE to enter into this Merchant Agreement, the individuals listed as "Guarantor 1" and "Guarantor 2" on the attached Merchant Application (the "Guarantors"), being all the registered and beneficial shareholders of the Merchant or any other party identified as a Guarantor, by signing this Merchant Agreement, jointly and severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to PAYSAFE pursuant to this Merchant Agreement, whether before or after termination or expiration and whether or not any of the Guarantors has received notice of any amendment. If Merchant breaches this Merchant Agreement, PAYSAFE may proceed directly against any or all of the Guarantors or any other persons or entity responsible for the performance of this Merchant Agreement, without first exhausting its remedies against any other person or entity responsible therefore to it, or any security held by PAYSAFE.

ARTICLE 8 - AMENDMENTS

8.01 Except as otherwise expressly stated to the contrary, PAYSAFE may amend this Merchant Agreement at any time by written notice to Merchant of any amendment at least thirty (30) days prior to the effective date of the amendment, which amendment shall not (without Merchant's written consent) retroactively affect or modify the fees, reserves or transactions occurring prior to the effective date of the amendment. The amendment shall become effective on the date specified by PAYSAFE unless PAYSAFE receives Merchant's notice of termination of this Merchant Agreement pursuant to this Section 8.01 before such effective date.

ARTICLE 9 - NOTICES

9.01 All written notices and other written communications required or permitted under this Merchant Agreement must be either personally delivered, sent by prepaid, registered mail or sent by email, charges (if any) prepaid,

addressed as follows:

A) If to Paysafe Merchant Services Corp.:

3500 de Maisonneuve Blvd. W, Suite 700

Montréal, Québec, H3Z 3C1

Attn: Legal Department

Email: legal.departmentNA@paysafe.com

B) If to Merchant: At the email address or address provided as the billing address and to the contact listed on the Merchant Application.

Any written notice delivered to the party to whom it is addressed will be deemed to have been given and received on the day it is so delivered at that party's address, provided that (i) it is so delivered before 5:00 p.m.; and (ii) if that day is not a business day then the written notice will be deemed to have been given and received on the next business day. Any written notice transmitted by email will be deemed to have been given and received on the day on which it was transmitted (but if the written notice is transmitted on a day which is not a business day (or after 5:00 p.m.), the written notice will be deemed to have been received on the next business day). Any written notice given by registered mail will be deemed to have been received on the fifth (5th) business day after which it is so mailed. Merchant acknowledges and agrees that written notice and other written communications required or permitted to be given by Peoples Trust under the Merchant Agreement shall be properly given if contained in the on-line statement provided from time to time to Merchant by Peoples Trust. For purposes of this Section 9.01, references to a time of day shall mean that time of day in the jurisdiction of the receiving party (e.g., "5:00 p.m." shall mean 5:00 p.m. in the jurisdiction of the receiving party) and references to "business day" shall be mean a day other than a Saturday, Sunday or statutory holiday in the jurisdiction of the receiving party.

ARTICLE 10 - RETENTION OF ELECTRONIC CHECK AUTHORIZATION RECORDS

10.01 Merchant shall cause the consumer to provide a verbal authorization for each Electronic Check Transaction conducted by telephone ("Telephone Transaction") and an electronic authorization for each transaction conducted over the Internet ("Internet Transaction") submitted to PAYSAFE for processing pursuant to this Merchant Agreement. In connection with the Telephone Transactions, Merchant shall either make a tape recording of the consumer's verbal telephone authorization or Merchant shall provide a written confirmation notice to the consumer of such verbal authorization in PAYSAFE's required format within three (3) days of the Electronic Transaction. Merchant shall maintain a copy of (i) each such tape recording authorization or, alternatively, the written confirmation notice provided to the consumer of the consumer's verbal authorization for Telephone Transactions, and (ii) said electronic authorization for Internet Transactions for a minimum period of two (2) years from the date of the transaction or for the period specified by the NACHA Operating Rules, whichever is longer (collectively the "Authorization Documentation").

10.02 Within seven (7) days of PAYSAFE's request therefor, Merchant shall deliver to PAYSAFE a physical or electronic copy of the Authorization Documentation for any Telephone Transaction and/or Internet Transaction.

10.03 Merchant, upon reasonable notice and during normal business hours, shall permit PAYSAFE to audit Merchant for its compliance with this Article 10.

10.04 Notwithstanding anything to the contrary herein, if PAYSAFE has agreed to provide the written confirmation notice referred to in this Article 10 on behalf of Merchant to the consumer, Merchant shall not be responsible for maintaining such records nor shall Merchant be considered in breach of such requirement.

ARTICLE 11 - CREDIT LAW COMPLIANCE

11.01 Merchant certifies that: (i) it has a legitimate business need in connection with a transaction initiated by or with the consumer for the information provided by PAYSAFE under this Merchant Agreement regarding such consumer; and (ii) the information provided by PAYSAFE will only be used for permissible purposes as defined in the Fair Credit Reporting Act and applicable state and federal laws, with the exception that the information will not be used for employment purposes, and will not be used by Merchant for any purpose other than one transaction between Merchant and the consumer occurring on the date of the submission of the transaction to PAYSAFE for processing. Neither Merchant, nor its agents or employees, shall disclose the results of any inquiry made to PAYSAFE except to the consumer about whom such inquiry is made and in no case to any other person outside Merchant's organization. If Merchant decides to reject any transaction, in whole or in part, because of information obtained from PAYSAFE, Merchant agrees to provide the consumer with all information required by law and PAYSAFE.

ARTICLE 12 - MISCELLANEOUS

12.01 Subject to the payment of the minimum monthly fee as indicated in the Merchant Application, Merchant's use of PAYSAFE's services hereunder are completely at will and non-exclusive.

12.02 This Merchant Agreement together with its Schedules and any supplemental agreements, addenda and appendixes constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No waiver of any of the provisions in this Merchant Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12.03 The Merchant may not assign this Merchant Agreement, or any rights hereunder, directly or by operation of law, without the prior written consent of PAYSAFE which consent may be withheld for any reason in PAYSAFE's sole discretion. For purposes of this Merchant Agreement, assignment shall include, but not be limited to, transfer of control of the Merchant, any ownership change which results in a new majority owner and any change in the jurisdiction of incorporation of the Merchant.

12.04 The Merchant shall be liable for and shall indemnify and reimburse PAYSAFE for any and all attorneys' fees and other costs and expenses paid or incurred by PAYSAFE in the enforcement of this Merchant Agreement, or in collecting any amounts due from the Merchant hereunder, or resulting from any breach of any of the terms or conditions of this Merchant Agreement.

12.05 All remedies of either party hereunder are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy and shall not preclude the exercise of any other remedy. No failure on the part of either party to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy.

12.06 If any provision of this Merchant Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Merchant Agreement be construed to remain fully valid, enforceable and binding on the parties.

12.07 The subject headings of the paragraphs and subparagraphs of this Merchant Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

12.08 All disputes arising between the parties hereto in connection with the Merchant Agreement, including its existence, validity or termination, shall be resolved through binding arbitration under the Rules of the American Arbitration Association or, if mutually agreed, by another recognized arbitral body, in either case to take place in Montreal, Canada before a single arbitrator with the proceedings to be conducted in English. This Merchant Agreement shall be governed by and construed under the laws of the State of New York, without regard to principles of conflict or choice of law of the State of New York or any other jurisdiction.

12.09 All amounts referred to in this Merchant Agreement are in United States funds.

12.10 The Parties hereto intend that this Merchant Agreement is not an executory contract and that each Party hereto has fully performed its obligations hereunder. In the event that Merchant files a petition under the bankruptcy laws of the United States, or the equivalent of another jurisdiction, or that an involuntary petition shall be filed against Merchant, the parties hereto intend that PAYSAFE shall be protected in the continued enjoyment of its rights hereunder to the maximum feasible extent including, without limitation, if it so elects, the protection conferred upon licensees under 11 U.S.C. § 365(n), any successor provision or any similar provision of any applicable law.

ARTICLE 13 - DEFINITIONS

(a) “ACH” means the Automated Clearing House.

(c) “Clearing Houses” means a member or members of the National Automated Clearing House Association designated by PAYSAFE to process and settle Electronic Check Transactions.

(d) “Clearing Period” means the sixth (6th) business day following the submission of a transaction to the Clearing Houses.

(e) “Merchant Designated Account” means the Merchant’s bank account at a financial institution as indicated by Merchant in the Application, or as otherwise amended by Merchant with the prior written consent of PAYSAFE.

(f) “Confidential Information” shall mean PAYSAFE's programs, procedures, proprietary or other software (including transaction software) and other intellectual property.

(g) “Data” means: (i) the data about transactions and related instructions and information provided by Merchant to PAYSAFE in the form as indicated by PAYSAFE in documentation provided to Merchant, and as amended from time to time; and (ii) any other information requested by PAYSAFE.

(h) “Direct Debit Processing Services” means the Electronic Check Transaction processing services provided by Us to You pursuant to these Terms and Conditions.

(i) “Electronic Check(s)” means an electronic debit to a United States bank account, initiated directly or indirectly via the ACH.

(j) “Electronic Check Transaction(s)” means transactions involving Electronic Checks that have been approved based on positive credit information and positive credit availability (following the Clearing Period) and where available, positive address verification, as more fully described in Article 1.

(k) “Fee” means the amounts specified the Application.

(l) “Fine” means (i) any fine imposed on PAYSAFE by any party as a result of any activity related directly or indirectly to Merchant; (ii) any amount which may reasonably be imposed as a fine or other penalty by a third party as a result of any activity related directly or indirectly to Merchant; (iii) any fine which may be imposed by PAYSAFE for excessive Returned Items or breach of the terms of this Merchant Agreement.

(m) “Information” means all the information supplied by the Merchant to PAYSAFE in the Application.

(n) “NACHA” means the National Automated Clearinghouse Association.

(o) “NACHA Operating Rules” means the standards, rules, regulations and procedures established by NACHA that enable depository financial institutions to exchange payments on a national basis.

(p) “NSF” means an approved and settled Electronic Check Transaction that returns with an error code of R01.

(q) “Obligations” has the meaning ascribed thereto in Section 2.06.

- (r) “ODFI” means the Originating Depository Financial Institution, or PAYSAFE’s bank.
- (t) “RDFI” or “Consumer’s Bank” means the Receiving Depository Financial Institution, or the consumer’s bank.
- (u) “Remittances” has the meaning ascribed thereto in Section 1.01 (b).
- (v) “Reserve Amount” has the meaning ascribed thereto in Section 2.04.
- (w) “Reserve Amount Expense” means all liabilities in respect of actual or potential post-termination Obligations, and other charges, indemnifications and expenses due or reasonably anticipated to be due.
- (x) “Returned Items” means all approved and settled Electronic Check Transactions which are at any time refused or debited by the RDFI against the ODFI, including but not limited to the following return codes; R01 (insufficient funds), R02 (account closed), R03 (unable to locate account), R04 (invalid account number), R08 (stop payment), R09 (uncollected funds), R16 (account frozen) R20 (non-transaction account), and R29 (Corporate Customer Not Authorized).
- (y) “Security Deposit” has the meaning ascribed thereto in Section 2.05 (a).
- (z) “Security Deposit Account” has the meaning ascribed thereto in Section 2.05.