

Payment Services Terms and Conditions

These Payment Services Terms and Conditions (the “Terms and Conditions”) govern the provision of Payment Services (as defined in Section 1) by Priority Technology Holdings, Inc. and its affiliates (collectively, “Priority”) to holders (each, an “Account Holder”) of the Passport Account, which is a non-interest-bearing demand deposit custodial account made available by a federally insured depository institution and Priority and set up on a proprietary technology platform owned by Priority known as Passport.

1. Nature of Services. Subject to the terms and conditions set forth herein, Priority may provide Account Holder various payment processing services described in Section 2 (collectively, the “Payment Services”). Except as otherwise provided herein, the Payment Services may only be used for payments to payees of Account Holder (“Payees”) located within the United States. Priority may modify the manner in which the Payment Services are provided and the features thereof in its discretion, and such Payment Services may be subject from time to time to additional terms and conditions that will be provided by Priority.

2. Payment Services. Subject to the applicable terms for each service and availability, Priority will provide the following Payment Services to Account Holder based on Account Holder’s selection, as applicable:

2.1. Virtual Cards. Priority offers a virtual card payment solution to Account Holders of a commercial Passport Account through which payments by Account Holder to business Payees are made using virtual commercial debit cards issued by Sutton Bank, headquartered in Ashland, Ohio (“Issuing Bank”) through the Visa network (the “Network”) (“Virtual Cards”). The Virtual Cards may be used internationally. Currency conversion fees will be assessed by the Visa network (the “Network”) and will be passed to Account Holder.

2.2. ACH Services. This is an automated clearing house (“ACH”) payments solution.

2.3. Checks. This is a service where Priority will print and mail checks drawn on Account Holder’s Passport Account for Account Holder to make payments to Payees. Checks may be sent internationally.

3. Additional Terms for Virtual Cards.

3.1. General. Virtual Cards may be issued only to Account Holders holding a commercial Passport Account. The Issuing Bank, or Priority at the direction of the Issuing Bank, may decline to process any individual transactions. The use of the Virtual Cards is subject to the Commercial Cardholder Agreement, a copy of which can be accessed [here](#). In addition, the Virtual Cards may be subject from time to time to additional terms and conditions that will be provided by Priority.

3.2. Settlement. Funds in Account Holder’s Passport Account will be used for settlement, through the Network,

of payments made using Virtual Cards. Account Holder must ensure it has at all times sufficient funds in the Passport Account to cover the amounts paid using Virtual Cards.

4. Additional Terms for ACH Services.

4.1. Acknowledgment. Capitalized terms used but not otherwise defined in this Section 4 shall have the meanings set forth in the NACHA Rules. Account Holder acknowledges that ACH services are provided by Priority pursuant to these Terms and Conditions by virtue of Priority’s contractual relationship with a financial institution acting as the Originating Depository Financial Institution (the “ODFI”), which is a federally-insured financial institution regulated by federal and state banking agencies (“Agencies”). Priority, the ODFI, and the Agencies are relying upon the accuracy of all information provided by Account Holder and Account Holder’s performance of its obligations hereunder. Account Holder and Priority acknowledge that the ODFI is a third-party beneficiary of these Terms and Conditions with regard to the ACH services, and ODFI has all the rights under these Terms and Conditions as if it were a party thereto. Account Holder agrees and acknowledges that all ACH transactions must comply with all applicable federal and state laws and the NACHA Operating Rules and Guidelines (available at www.nacha.org) (the “NACHA Rules”).

4.2. Entries; Compliance with Rules. Priority or its affiliates and contractors will initiate credit and debit entries (as those terms are defined by the NACHA Rules) (an “Entry” or “Entries”) from the bank account(s) specified by Account Holder in the manner required by Priority by means of the ACH Network, subject to the NACHA Rules, the Electronic Funds Transfer Act (15 U.S.C. 1693, et seq.), Regulation E (12 C.F.R. 1005, et seq.), and other applicable laws and regulations as they may change from time to time. “ACH Network” means the funds transfer system governed by the NACHA Rules that provides funds transfer services to participating financial institutions. Priority will: (i) process Entries received from Account Holder that conform with the file specifications set forth in the NACHA Rules or as otherwise required by Priority; (ii) transmit such Entries by way of an ODFI to the ACH Network; and (iii) settle such Entries as provided in the NACHA Rules.

4.3. Authorization. Account Holder hereby authorizes Priority, directly or through its affiliates and contractors, to effect Entries from the bank account(s) designated by Account Holder for ACH transactions (the “ACH

Accounts”), which may be the same or a different account from the Passport Account (the “ACH Authorization”). Account Holder agrees that the ACH payment instructions it sends to Priority will constitute authorization for the origination of an ACH Entry on Account Holder’s behalf. This ACH Authorization will remain in full force and effect unless and until thirty (30) days after Priority has received written notification from Account Holder of termination of the ACH Authorization, by email to support@prioritypassport.com. Upon Priority’s receipt of Account Holder’s notice of termination of this ACH Authorization, Account Holder’s use of the ACH services will automatically be terminated and any amounts owed to Priority will become immediately due and payable. Notice of termination of the ACH Authorization will not affect debit or credit Entries initiated within thirty (30) days following Priority’s actual receipt of the notice of termination.

4.4. ACH Transactions. Account Holder agrees and acknowledges that all ACH transactions must comply with all applicable federal and state laws and the NACHA Rules. Account Holder is obligated to ensure that the ACH Accounts are funded at all times in the amounts necessary to fulfill all requested ACH transactions. Priority and the ODFI may terminate or suspend providing Payment Services under these Terms and Conditions if Account Holder breaches any NACHA Rules and have the right to audit Account Holder’s and any Third-Party Sender’s and its Originators’ compliance with these Terms and Conditions and the NACHA Rules. Account Holder and Priority agree that all Entries transmitted to Priority for processing will comply with the formatting and other requirements set forth in the NACHA Rules.

4.5. Fines, Fees, and Other Costs. In the event any payments made using the ACH services incur any fees or interest or other charges or fees, Account Holder will be solely liable for such fees or charges. Account Holder will reimburse Priority for any fines, fees, interest, charges or other costs imposed on Priority or its affiliates or ODFI for any violation of the NACHA Rules or applicable law by Account Holder in connection with the ACH services. Account Holder hereby authorizes Priority to offset such amounts against the Account Holder’s Passport Account.

4.6. Late or Rejected Entries. Account Holder will be given a cut-off time for item/file submission (which may change from time to time in Priority’s sole discretion). Any items/files received after the cut-off time will be processed the following banking day, as defined by the ODFI. Any exceptions that may be allowed, in Priority’s sole discretion, will be subject to a late file fee assessed by Priority. Priority will notify Account Holder of late or rejected entries. Rejected Entries will be processed upon correction and resubmission of Entries by the Account Holder, subject to standard cut-off times. Priority may reject any Entry in its sole discretion.

4.7. Notice of Returned Entries and Notifications of Change. Priority will notify Account Holder of the receipt of

a returned Entry from the ACH Network no later than one (1) banking day after the banking day of such receipt. Priority will have no obligation to retransmit a returned Entry to the ACH Network if Priority complied with these Terms and Conditions with respect to the original Entry. Priority will provide Account Holder all information, as required by the NACHA Rules, with respect to each Notification of Change (“NOC”) Entry or Corrected Notification of Change (“Corrected NOC”) Entry received by Priority relating to Entries transmitted by Account Holder. Priority will provide such information to Account Holder within one (1) banking day of the settlement date of each NOC Entry or Corrected NOC Entry. Account Holder will ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Account Holder’s receipt of the NOC or Corrected NOC from Priority or prior to initiating another Entry to the Receiver’s account, whichever is later.

5. Additional Terms for Checks. At the direction of Account Holder, Priority will provide check printing services to facilitate payments by Account Holder to Payees using paper checks (“Checks”). When Account Holder instructs Priority to make a payment by Check to a Payee, Account Holder instructs Priority to print and issue a Check drawn on the Passport Account to the order of (or for the benefit of) Payee. Priority will use reasonable efforts to ensure that requests for printing and mailing Checks will be made in a timely fashion. Priority makes no promises, representations, or warranties regarding the amount of time needed to complete printing or delivery of the Checks. Account Holder agrees that Priority will not be liable for any actual, direct, indirect, or consequential damages arising from any claimed delay. Checks are only printed or mailed during business days.

6. Termination.

6.1. Priority Termination Rights. Priority may immediately terminate these Terms and Conditions or any Payment Service in the event (i) the Network prohibits a vCard Account with Account Holder; (ii) the Network, ACH Network, Issuing Bank, or ODFI prohibits the provision of Payment Services to Account Holder or for Account Holder’s type of business; (iii) the Issuing Bank ceases to be a Network member or the ODFI ceases to be an ACH Network member; (iv) the Issuing Bank ceases to be the issuer for Virtual Cards, and Priority is unable to engage another financial institution as the issuing bank for the Virtual Cards; (v) the Issuing Bank requires that vCard Accounts or these Terms and Conditions be terminated; (vi) Account Holder or any principal or individual associated therewith becomes a restricted or blocked person with whom Priority or its affiliates may not transact business under applicable laws; (vii) any payment made by Account Holder is determined or suspected to be illegal, unlawful, or fraudulent; or (viii) any access or use of the Payment Services by Account Holder or anyone accessing or using Account Holder’s systems is determined or suspected to be

illegal or fraudulent. Unless it is prohibited by applicable laws, Priority will use reasonable efforts to provide Account Holder with advance notice of any such events. Without limiting or diminishing any other remedies, Priority will have the right to withhold or delay the issuance of, or to suspend the Payment Services hereunder in the event Account Holder fails to comply fully with these Terms and Conditions or violates any applicable laws or regulations.

6.2. Effect of Termination. Account Holder's obligation to pay any outstanding amounts accrued or incurred hereunder prior to the effective date of the termination of these Terms and Conditions will survive such termination and be payable to Priority in accordance with these Terms and Conditions. Upon termination of these Terms and Conditions, the Payment Services will terminate. Account Holder is solely responsible for making alternate arrangements for payment services from and after such termination.

7. Use of the Payment Services.

7.1. General. Account Holder agrees to comply with, and will not use the Payment Services in violation of, any applicable laws and regulations, including, but not limited to, U.S. economic sanctions laws administered by the Office of Foreign Assets Control, Network or ACH Network regulations, or these Terms and Conditions. Account Holder is solely responsible for its and its affiliates' and contractors' and agents' (and their respective personnel) compliance with applicable laws and regulations and these Terms and Conditions.

7.2. Ongoing Credit Assessment. Priority has the right to review at any time the volume and character of the transactions processed through the Payment Services to evaluate the risk associated with providing Payment Services to Account Holder. Priority may terminate the Payment Services if the result of such risk evaluation is not satisfactory to Priority based on its risk policy.

7.3. Access. Account Holder's users and representatives will access the Payment Services only as required to administer Account Holder's use of such Payment Services and for no other purpose. Account Holder agrees to provide written notice to Priority prior to granting any third party who is not an employee of Account Holder, but who is performing services for or on behalf of Account Holder ("Third Party") access to the Payment Services. Account Holder further agrees that such Third Party, in Priority's sole discretion, may be required to execute an access agreement between Priority and such Third Party prior to Third Party accessing the Payment Services. Account Holder agrees to assist Priority in obtaining an access agreement from the Third Party and shall be responsible for such Third Party's compliance with these Terms. Account Holder agrees to indemnify Priority for any claims, losses, suits, liabilities, and expenses to the extent caused by the Third Party while performing services on behalf of Account Holder.

7.4. Fraud Prosecution. Account Holder and Priority agree to cooperate with each other in preventing and prosecuting any fraudulent activity with respect to the Payment Services, or otherwise arising in connection with any other relationship between the parties anticipated by or set forth in these Terms and Conditions. Priority reserves the right to interrupt, suspend, or terminate the Payment Services without advance notice to Account Holder if Priority, in its sole discretion, suspects fraudulent, illegal, or abusive activity. Account Holder agrees to provide, at no cost to Priority, any and all documentation and information as Priority may request, including but not limited to affidavits and police reports. Failure to provide reasonable cooperation will result in Account Holder being liable for all fraudulent usage of the Payment Services.

7.5. Liability for Unauthorized Use. Except as expressly set forth in this section, Account Holder understands and agrees that Account Holder is fully liable for the unauthorized use of the Payment Services and all charges made and fees incurred with respect thereto. Account Holder agrees to notify Priority immediately of any actual or suspected unauthorized use of any of the Payment Services by sending an email to support@prioritypassport.com. Priority will have the right to suspend or cancel provision of the Payment Services after receiving notice of any actual or suspected unauthorized use of the Payment Services.

7.6. Stopped Payment. Account Holder acknowledges that once a payment is processed using any Payment Services, Priority cannot stop payment or cancel the transaction.

7.7. Non-Sufficient Funds. In the event Account Holder's payment to Priority is dishonored or otherwise not paid, Account Holder will immediately pay to Priority the amount of the rejected payment and any non-sufficient funds fee or similar fee incurred by Priority, as permitted under applicable law.

7.8. Payees. Priority does not guarantee any Payee's timely receipt or application of payment when Account Holder uses any of the Payment Services, and Priority will not be liable for any late payment charges or interest assessed or any disrupted services between such Payee and Account Holder that may result in the event a Payee fails to timely receive or apply any amounts received for Account Holder's account.

8. Account Holder Data; Data Uses.

8.1. Account Holder Data. Account Holder will be solely responsible for ensuring the validity, accuracy and completeness of all information, data, files and instructions (including any personal information) provided or transmitted to Priority or its affiliates or contractors (collectively "Account Holder Data"). Priority will be entitled to rely on the Account Holder Data in providing the Payment Services. Priority will not be required to act on instructions provided by Account Holder if Priority reasonably doubts an instruction's contents or Account

Holder's compliance with these Terms and Conditions or any legal requirements.

8.2. Data Uses. Priority and its affiliates and contractors may de-identify, aggregate with the data of others, or otherwise render anonymous or not identifiable to Account Holder any personal information that is part of Account Holder Data. In addition, Priority and its affiliates and contractors may extract information from the Account Holder Data and from Account Holder's usage of the Payment Services and use this information and any information covered by the prior sentence, alone or aggregated with any other data, in connection with research and development, for the improvement of Priority's services, for statistical purposes, for administration and management of the services, for reporting to others, for legal and regulatory compliance, and for the creation and delivery of data and analytics tools and products and services (any or all of the foregoing, "Data Uses"), in compliance with applicable law. Account Holder represents that it has sufficient rights in the Account Holder Data provided hereunder (and has made sufficient disclosure to its users) to authorize such Data Uses. Priority or its affiliates will own all right, title and interest in or to any and all information,

data, databases, tools, products, services and intellectual property arising from such Data Uses and to any records, logs, transaction data, and other data and information resulting from the provision of the Payment Services hereunder.

9. Representations, Warranties, and Covenants.

Account Holder hereby represents, warrants and covenants that (i) Account Holder and its Authorized Users will use the Payment Services only for valid and lawful business purposes to make payments to Payees; and (ii) Account Holder will not make or request a payment to the types of companies listed on **Exhibit A** hereto (as it may be amended by Priority from time to time).

10. Survival. The obligations of the Parties incurred prior to the effective date of the termination or arising from transactions processed prior to the termination shall survive the termination of these Terms and Conditions. In addition to the foregoing and in addition to those sections of these Terms and Conditions which by their terms survive, Sections 4.3, 6.2, 7.3-7.5, 7.7, 8, and 10 of these Terms and Conditions shall survive the termination or expiration of these Terms and Conditions for any reason.

Exhibit A
Prohibited Payees

The following company types are prohibited

- | | |
|--|-------------------------------|
| 1. Adoption Agencies (non or for profit) | 18. Mortgage Companies |
| 2. Adult Entertainment / Pornographic / Adult Material | 19. Neighborhood Party Sales |
| 3. Collection Agencies | 20. Nutraceutical Companies |
| 4. Companies headquartered outside the United States | 21. Online Customer Finance |
| 5. Companion or Escort Services / Sexual Encounter Agencies | 22. Online Dating Services |
| 6. Consulting Firms Operating in get rich schemes, credit repair, & debt reduction, mortgage reduction services, investment programs | 23. Outbound Telemarketing |
| 7. Credit Restoration / Repair Services | 24. Payday Lending |
| 8. Door-to-Door Sales | 25. Protection Services |
| 9. Drug Paraphernalia | 26. Pseudo - Pharmaceuticals |
| 10. E-Cigs / Tobacco Distributor | 27. Psychics |
| 11. Factoring | 28. Pyramid / Mid-Level Sales |
| 12. Flea Markets | 29. Sports Forecasting |
| 13. Gambling / Lotteries / Raffles | 30. Tattoo Parlors |
| 14. Gun Sales | 31. Tax Anticipation Programs |
| 15. Law Firms engaged in bankruptcy | 32. Time Share |
| 16. Mailing Lists | 33. Travel Agencies |
| 17. Massage Parlors | 34. Virtual Coin / Bit Coin |

The following company types are restricted and require additional underwriting by Priority

- | | |
|---|---|
| 1. Airlines | 24. Import/Export |
| 2. As Seen on TV/Lifetime Guarantees | 25. Inbound Telemarketing |
| 3. Auctions | 26. Internet Fulfillment Houses |
| 4. Auto Rental Agencies & Auto Sales | 27. Investment Opportunities |
| 5. Bail Bond Services | 28. Limousine or Tax Services |
| 6. Bars/Tavern (not serving food) | 29. Long Distance Providers / Network Providers |
| 7. Business Loans | 30. Mall Kiosks |
| 8. Cable Boxes | 31. Merchant Cash Advance |
| 9. Checking Cashing Institutions | 32. Modeling Agencies / Talent Booking Agencies |
| 10. Computer Hardware & Software (Retail) | 33. Network Providers |
| 11. Consignment Stores | 34. Novelty/Replica Collectibles |
| 12. Consumer Loans/Leases | 35. Pawn Shops |
| 13. Contractors/Home Repairs | 36. Precious Metal or Stamps |
| 14. Cooperative Discount Groups | 37. Prepaid Services |
| 15. Credit Card Protection | 38. Real Estate Services |
| 16. Employment Agencies | 39. Resort Land Promotions / Sale of Real Estate |
| 17. Forward Deliveries | 40. Resume Preparers |
| 18. Forward Delivery Providers | 41. Student Loan Assistance Companies / Government Grants |
| 19. Freight Forwarders | 42. Talent Booking Agencies |
| 20. Furniture Sales | 43. Technology Support/Cloud Storage |
| 21. Hair Growth and/or Replacement / Vitamin & Supplement Sales | 44. Telephone Cards |
| 22. Health Spas / Clubs (Except Country Clubs) | 45. Third Party Processor / Third Party Sender |
| 23. Home Based Charities | 46. Water Purification |