

## STRATEGIC PARTNER AGREEMENT

This Strategic Partner Agreement (together with all attachments hereto, the “Agreement”) is by and between **Priority Technology Holdings, Inc.**, a Delaware corporation, on behalf of itself and its subsidiaries, with offices at 2001 Westside Parkway, Suite 155, Alpharetta, Georgia 30004 (collectively, “Priority”); and the entity accepting this Agreement, by signing a copy of this Agreement or clicking on “I agree” (or other similar verbiage) to accept the terms and conditions set forth herein (“Strategic Partner,” together with Priority, the “Parties”, and each, a “Party”). This Agreement is effective as of the date of such acceptance of this Agreement by the Strategic Partner (the “Effective Date”).

### RECITALS

WHEREAS, Strategic Partner is in the business of, among other things, soliciting potential customers for payment services and providing related services to such customers;

WHEREAS, Priority owns a proprietary technology platform known as “Passport” which enables Priority’s customers to set up accounts and sub-accounts to collect, store, and send money (“Passport Account Services”); which offers reconciliation, ledgering, compliance, monitoring and reporting capabilities; and through which, Priority’s customers can access the Payment Services (collectively, and together with other related services, the “Services”);

WHEREAS, Priority also owns other proprietary technology platforms, such as MX, CPX, ACH.com, and PlastiQ that enable Priority to provide, independently or through Passport, Merchant Services, ACH Services, PlastiQ Services, check processing services, wire transfer services, and other services related thereto (collectively, the “Payment Services”); and

WHEREAS, Strategic Partner desires to make available the Services to Entities (as defined below) domiciled in the United States and to provide other services to such Entities as provided herein.

NOW THEREFORE, in consideration of the mutual premises and covenants set forth herein, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

#### 1. Definitions.

In addition to the capitalized terms defined elsewhere in this Agreement, as used herein, the following terms shall have the respective meaning set forth below.

“ACH Services” means the services pursuant to which Priority, through its Affiliates, submits payment requests on behalf of customers to originate payments for goods and services by means of the ACH network (the “ACH Network”) pursuant to ACH Network rules, and other related services.

“Affiliate” means, with respect to a party to this Agreement, an Entity that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with that party.

“Agent” means an Entity engaged by Strategic Partner, which is approved by Priority, to resell the Services as provided herein.

“Applicable Laws” means, with respect to a party hereto, any and all federal, state, and local laws, statutes, regulations, rules, codes, ordinances, court orders, and regulatory guidance, including Network Rules, that are applicable to, or govern, this Agreement, the subject matter hereof, the transactions contemplated herein, such party’s obligations hereunder, or such party’s business.

“Banking Day” means Monday through Friday, 8:00 A.M. to 5:00 P.M. Eastern Time, excluding federal holidays and other days on which banks in the State of Georgia are permitted or required to be closed.

“Banking Partner” means any financial institution which Priority partners with, or has oversight authority over Priority, with regard to the Services, whether by contract or otherwise, including, without limitation, the Member Bank, the originating

depository financial institution for Automated Clearing House (“ACH”) services, and the financial institutions supporting the Passport program.

“Control,” and variants thereof, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, the direct and indirect ownership of more than 50% of the voting securities will be deemed to constitute “Control” of the Entity.

“Customer” means an Entity referred to Priority by Strategic Partner or an Agent, which is approved by Priority to receive the Services as provided herein.

“Customer Data” means any of the following information regarding a Customer: tax identification number, payment card account numbers, Data Universal Numbering System numbers, bank account/routing numbers or other such identifying numbers or any information that is reasonably considered confidential. Customer Data also include any personal information of a Customer’s individual principals, owners, employees or agents, including, without limitation, such individual’s last name in combination with any account numbers, card numbers, social security numbers, driver’s license numbers or other information that, if compromised, would put the individual(s) at increased risk of identity theft or other damages.

“Entity” means any corporation, partnership, limited liability company, association, joint stock company, governmental authority, business trust, unincorporated organization, an individual operating a business as a sole-proprietor, or other legal entity.

“Fee Share” means the amount paid to Strategic Partner based upon a percentage of the price charged to and collected from Customer. By way of example, a 10% Fee Share on a \$30.00 wire fee charged to and collected from Customer is \$3.00.

“Intellectual Property Rights” means any and all exclusionary, proprietary or other rights existing from time to time under patent, copyright, trade secret, trademark, unfair competition or similar laws, registered or unregistered, including all moral rights, design rights, rights in or to, or relating to the Technology, databases, rights in relation to domain names, throughout the world.

“Issuing Interchange Credit” means the amount earned exclusively on the Visa dual message network or on virtual card, based on the percentage set forth in Schedule B. PIN-based debit and ATM transactions and volumes are excluded. B2B Debit Interchange is limited to the rates published by Visa. Transactions classified for Level 2 / Level3 data, Large Ticket Interchange Rates (LTI), and/or reduced rates are excluded from the Issuing Interchange Credit calculations. Each transaction must exceed \$50 to qualify for monthly Issuing Interchange Credit payout. Issuing Interchange Credit is due to Strategic Partner only. Any sharing of Issuing Interchange Credit between Strategic Partner and Customer or other third party shall not increase the Issuing Interchange Credit.

“Marks” means an Entity’s brand names, trade dresses, logos, slogans, trademarks, service marks, trade names, company names, other identifying marks, internet domain names, web addresses, and telephone numbers.

“Mastercard” means Mastercard International, Incorporated and any successor entity.

“Member Bank” means a financial institution, which is a principal member of VISA or Mastercard, and which sponsors Priority as a payment services provider to provide Merchant Services pursuant to Applicable Law.

“Merchant” means any retail seller of goods and services that accepts credit card, debit card, stored value card, or other payment cards as payment for such goods and services.

“Merchant Agreement” means a contractual agreement among Priority, Member Bank and a Merchant that governs the provision of Merchant Services, consisting of (i) the Priority Services Application in the form provided by Priority, and (ii) the Merchant Services Program Terms and Conditions (Program Guide) of the Member Bank identified in the Priority Services Application.

“Merchant Services” means the processing of credit card, debit card, stored value card, smart card or other payment device transactions provided by Priority and Member Bank (or their designees) pursuant to Merchant Agreements.

“Network Rules” means, collectively, the bylaws, rules, regulations and procedures issued by Mastercard, VISA, American Express Travel Related Services Company, Inc. (“American Express”), DFS Services, LLC (“Discover”), other payment

networks, the National Automated Clearing House Association (“NACHA”), and debit card networks, as amended or supplemented from time to time.

“Payment Networks” means VISA, VISA International Inc., Mastercard, American Express, Discover, and any subsequent or successor organization or association.

“Plastiq Services” include the Plastiq platform and software-as-a-service products and features that enable Customers and their clients to make payments to third parties or receive payments from third parties.

“Priority Technology” means any Technology (and all Intellectual Property Rights therein) that Priority or any of its Affiliates owns or uses as of the Effective Date, or obtains ownership of or uses subsequent to the Effective Date, including, without limitation, Passport, CPX, ACH.com, MX™, VIMAS™, Plastiq, and all extensions, improvements, versions and derivative works of the foregoing.

“Services” has the meaning set forth in the Recitals.

“Strategic Partner Technology” means any software platform owned by Strategic Partner and hosted by a server located in the U.S. that Customers use in connection with the Services and other Technology (and all Intellectual Property Rights therein) that Strategic Partner or any of its Affiliates owns as of the Effective Date or obtains ownership of after the Effective Date, and all extensions, improvements, versions and derivative works of the foregoing.

“Technology” means any devices, hardware, information, designs, drawings, specifications, requirements, schematics, algorithms, software programs (including source and object codes), user interfaces, websites, manuals and other documentation, data, databases, technical or business processes, proprietary techniques, methods of operation, or methods of production; including any improvements, extensions, modifications, reproductions, or derivative works of any of the foregoing.

“Transaction” means each payment transaction that is transmitted using the Services.

“VISA” means VISA U.S.A. Inc. and any successor entity.

## **2. Strategic Partner Appointment; Obligations.**

2.1. Strategic Partner Appointment; Grant of License. Subject to Priority’s satisfactory underwriting of Strategic Partner and Strategic Partner’s compliance with this Agreement, Priority hereby grants to Strategic Partner, during the Term, a nonexclusive, nontransferable, limited right and license to (i) offer to the Customers, and permit the Customers access to, the Services and the documentation related thereto provided by Priority; (ii) use the materials describing the Services and other information relating to the Services provided by Priority (collectively, the “Proprietary Information”) in connection with the performance of its obligations under this Agreement; (iii) use the Priority Technology and Priority’s Marks in connection with the performance of its obligations under this Agreement; (iv) permit the Agents to resell the Services to Customers; and (v) grant a sublicense to the Agents to use the Proprietary Information, the Priority Technology, and Priority’s Marks (collectively, “Priority Properties”) in connection with the performance of such Agents’ obligations with regard to the Services. Except as set forth herein, the license granted herein terminates as of the termination of this Agreement. Strategic Partner shall have no rights, Priority expressly retains all other right, title and interest, in and to the Priority Properties. Strategic Partner shall not (I) reverse engineer, decompile, disassemble, translate, modify, disclose to any third party, or develop any software that is competitive with, the Priority Technology, or any part of it; (II) copy, nor allow others to copy, the Priority Technology except as necessary to perform its obligations hereunder; (III) remove or alter any trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Priority Technology or its packaging; (IV) sublicense any part of the Priority Properties, except as permitted hereunder; or (V) challenge Priority’s ownership of the Priority Properties or do anything that would contest or impair any of Priority’s rights in the Priority Properties.

2.2. Strategic Partner Underwriting; Ongoing Assessment. Upon the execution and delivery of this Agreement, Strategic Partner shall deliver to Priority all necessary authorization and information about Strategic Partner that Priority may reasonably request, including, without limitation, tax identification number and relevant information of its beneficial owner(s), in order for Priority to verify Strategic Partner’s identity in compliance with Applicable Laws and to assess Strategic Partner’s creditworthiness. During the Term of the Agreement, upon request, Strategic Partner shall provide to Priority financial information of Strategic Partner and such other information concerning Strategic Partner’s business for the purpose of verifying Strategic Partner’s financial status and its compliance with the terms of this Agreement.

2.3. Marketing Materials. Except as otherwise provided herein, Strategic Partner shall be solely responsible for developing materials used in marketing the Services, provided that Strategic Partner may not alter, modify, or in any other way change any Proprietary Information incorporated in any marketing materials. Strategic Partner shall market the Services to the Customers at its own expense.

2.4. Trademarks and Logos. Strategic Partner will not use the name or Marks of any Member Bank without the express prior written consent of such Member Bank. Strategic Partner acknowledges and agrees that Mastercard and VISA are the sole and exclusive owners of their respective Marks, and that Strategic Partner will not contest the ownership of such Marks. Strategic Partner shall not use the VISA or Mastercard Marks on marketing materials (such as business cards or letterhead) and will use the VISA and Mastercard Marks only in accordance with the applicable Network Rules and after prior written approval of Priority (and VISA or Mastercard, if required). Strategic Partner acknowledges and agrees that VISA and Mastercard may at any time immediately and without advance notice prohibit Strategic Partner from using their Marks for any or no reason. Strategic Partner shall have no authority to permit the use of the VISA or Mastercard Marks by any third party.

2.5. Referral of Customers; Prohibited and Restricted Companies. Strategic Partner shall use its best efforts to solicit, and shall refer to Priority, Customers that may be interested in any of the Services, provided that Partner shall not refer any Entities that are of the types or offer the services identified in Exhibit A-1 attached hereto (the "Prohibited Companies"). In addition, Strategic Partner acknowledges that Entities that are of the types or offer the services identified in Exhibit A-2 attached hereto (the "Restricted Companies") may not be eligible for all Services or may require additional underwriting. Priority may, in its sole discretion, amend the lists of Prohibited Companies and Restricted Companies from time to time. Priority shall promptly notify Strategic Partner in writing of any changes to the lists of Prohibited Companies and Restricted Companies.

2.6. Application; Customer Agreement. Strategic Partner acknowledges that prior to receiving any Services, each Customer must complete an application in the form provided by Priority (the "Application") (or update its Application if such Customer is an existing customer of Priority) and enter into an agreement with Priority based on the relationship between Priority and such Customer (the "Customer Agreement"). Upon request by Priority, Strategic Partner shall assist the Customers in completing the Application. Strategic Partner shall not make any revisions to the Application without Priority's prior written consent. Priority shall have the right to amend the terms or the forms of the Application and the Customer Agreement in its sole discretion, which will be used prospectively.

2.7. Customer Underwriting; Reliance. Upon request, Strategic Partner shall assist Priority with obtaining from Customers, at any time prior to and during Priority's provision of Services to Customers, various identifying information that will allow Priority to properly identify a Customer, its principals, and its beneficial owners, and other information as Priority may reasonably request in order to comply with Applicable Laws and Priority's anti-money laundering policy. In addition, Strategic Partner shall assist Priority with obtaining financial and other information reasonably requested by Priority from each Customer that is necessary for Priority's underwriting or continued monitoring of such Customer. The parties acknowledge that the provision of the Services is highly dependent on receiving accurate, complete and timely information. Priority shall have the right to rely on the information, feedback and instructions provided by or on behalf of Strategic Partner or Customers, including payment instructions, and shall have no obligation to Strategic Partner or Customers to independently verify or validate the accuracy or completeness thereof.

2.8. Approval of Customers. Strategic Partner acknowledges that Priority, and, with regard to Merchant Services, Member Bank, each has the sole discretion in deciding whether or not to approve an Entity referred by Strategic Partner for the Services, and may rescind such approval and terminate any referred Entity in their sole discretion. Priority will provide to Strategic Partner notice of approval or rejection of a referred Entity.

2.9. Approval of Agents. Prior to engaging an Agent to resell the Services, Strategic Partner shall provide all information about the potential Agent that Priority may reasonably request, including, without limitation, such potential Agent's name, entity type, contact information, website, and identification of its beneficial owners. Upon request by Priority, Strategic Partner shall deliver to Priority a written authorization in the form provided by Priority signed by the potential Agent, authorizing Priority to conduct investigation and underwriting pursuant to its internal risk management policies. Strategic Partner will only engage Agents that are approved by Priority. Strategic Partner shall be responsible for the Agents' compliance with the applicable terms of this Agreement.

2.10. Authorizations for Services. Upon request, Strategic Partner shall assist Priority in obtaining all consents and authorizations from Customers and applicable third parties that are required for Priority to provide the Services. Strategic Partner will notify Priority promptly of any notice revoking authorization for the Services, the termination or non-renewal of a

Customer's arrangement with Strategic Partner, or if it becomes aware that the continued access to the Services by a Customer would violate any Applicable Laws. If any authorization is revoked, or if any Customer's arrangement with Strategic Partner is terminated, Strategic Partner shall immediately terminate such Customer's access to the Services. Each authorization received by Priority shall remain in full force and effect until 30 days after it is terminated. Notice of termination of any authorization shall be submitted to Priority as instructed by Priority from time to time. Priority shall be entitled to rely on any notice of termination received either directly from a Customer or through Strategic Partner.

2.11. Notification. Strategic Partner shall promptly notify Priority if it becomes aware that (i) any federal or state regulatory agency has initiated a complaint, lawsuit, investigation, consent order, or other enforcement action against it or a Customer; (ii) it or a Customer has filed, or is subject to, any bankruptcy, liquidation, or insolvency proceedings; (iii) it or a Customer has undertaken a merger, consolidation, sale or transfer of all or substantially all assets or capital stock, or other business combination; (iv) change of Strategic Partner's or a Customer's trade name, address, telephone number, or email address; (v) change of Strategic Partner's or a Customer's business form, type of entity or method of doing business; or (vi) it or a Customer has experienced a material adverse change of its respective financial condition. In addition, if Strategic Partner receives a complaint from a Customer with respect to the Services, Strategic Partner shall promptly provide notice and a copy of such complaint to Priority and shall provide reasonable assistance requested by Priority in resolving such complaint.

2.12. Ongoing Monitoring. In addition to the information that Priority may request pursuant to Section 2.7 and 2.9, Priority has the right to review at any time the volume and character of the Transactions processed through the Services to evaluate the risk associated with providing Services to each Customer. Priority may terminate the Services to any Customer pursuant to the Customer Agreement if the result of such risk evaluation is not satisfactory to Priority based on its risk policy. Priority may also request Strategic Partner to, and, upon such request, Strategic Partner shall, terminate any Agent's right to resell the Services within a reasonable time.

2.13. Compliance with Law. In its performance of its obligations hereunder, Strategic Partner agrees to comply with, and will not use the Services in violation of, this Agreement or any Applicable Laws, including, but not limited to, the Network Rules and the U.S. economic sanctions laws administered by the Office of Foreign Assets Control.

2.14. Use and Disclosure of Information. During the Term, Priority will have the right to use any Strategic Partner information collected by or on behalf of Priority for all purposes related to this Agreement. During the Term and thereafter, Priority shall also have the right to use anonymized Strategic Partner information for internal analytics and to improve its services. Strategic Partner hereby grants to Priority the license to use all Strategic Partner information that it provides to Priority in connection with the foregoing purposes. Strategic Partner agrees that Priority, in its sole discretion, may disclose information about Strategic Partner to satisfy Priority's obligations under Applicable Laws, including, but not limited to, anti-money laundering, trade and economic sanctions laws and/or regulations, or as may otherwise be required by court order.

2.15. Passport Account. Upon the execution and delivery of this Agreement, subject to Strategic Partner's acceptance of the Passport End User License Agreement, which governs the use of the Passport portal, and the Account Agreement and/or the Passport Commercial Deposit Account Agreement, as applicable, which govern the use of the accounts set up on Passport (each, a "Passport Account"), each accessible [here](#), a Passport Account will be set up for Strategic Partner, which will be used to receive the Partner Compensation as provided in Section 3.2 and for other purposes for which a Passport Account may be used.

2.16. Additional Obligations Relating to Merchants. In the event any Customer is a Merchant and will be using the Merchant Services provided by Priority, in addition to the other terms and conditions set forth herein, Strategic Partner shall have following obligations. As used in this Section 2.16, such Customer will be referred to as "Merchant."

(a) If Strategic Partner is registered with Member Bank and any Payment Network as an Independent Sales Organization ("ISO"), Merchant Service Provider, or similar designation in accordance with the Network Rules, Strategic Partner shall (i) market the Merchant Services in its own name and not in the name of Priority; and (ii) not use, publish or distribute any marketing materials that are not pre-approved in writing by Priority. Upon receipt of any notice from Priority or Member Bank that any marketing material is non-compliant, Strategic Partner shall use its best efforts to promptly recall the non-compliant material and cease its distribution. Strategic Partner shall indemnify and hold harmless Priority and Member Bank from any loss, cost, claim, damage or expense (including reasonable attorney's fees and costs) incurred by Priority and Member Bank as a result of Strategic Partner's use of non-compliant materials.

(b) If Strategic Partner is not registered with Member Bank and any Payment Networks as an ISO, Merchant Service Provider, or similar designation in accordance with the Network Rules, Strategic Partner shall (i) use the name

“Priority” when conducting business relating to Merchant Services, subject to the terms of this Agreement; and (ii) answer and respond to all telecommunications concerning Merchant Services as Priority.

(c) If Strategic Partner desires to refer Entities engaged in CBD or other high-risk business (as determined by Priority pursuant to the guidelines set forth in the Network Rules) or to sell MX point-of-sale equipment, Strategic Partner will be required to agree to the applicable addendum required by Priority. Such addendum, once executed by Strategic Partner, is incorporated herein and made part of this Agreement.

(d) To the extent required by the Network Rules, Strategic Partner shall perform, or cause to be performed, an on-site inspection of the primary location for each prospective Merchant (and other locations as appropriate) in accordance with the Network Rules for the purpose of verifying the inventory (if applicable), reviewing the solicitation and sales materials, and verifying the information provided on the prospective Merchant’s Application.

(e) Strategic Partner shall provide training to each Merchant, if necessary, in accordance with the Network Rules applicable to the acceptance of credit cards, the operation of terminal equipment and the use of the Merchant Services. If necessary, Strategic Partner shall also train new employees of the Merchant.

(f) Strategic Partner shall provide reasonable ongoing support to ensure Merchants are continually apprised of their customer service requirements and to remedy any customer service problems encountered by such Merchants. Strategic Partner shall ensure that its employees or agents providing services relating to the Merchant Services fully comply with the Network Rules and the terms and provisions of this Agreement.

(g) Strategic Partner will sell or lease to Merchants all hardware necessary to receive Merchant Services, install and maintain such equipment, and provide all supplies necessary for the Merchants to use such equipment. Priority shall have no responsibility or liability with regard to any lease or sale of equipment to the Merchants. Strategic Partner shall indemnify Priority for any claims, losses, costs or liabilities incurred by Priority in connection with such equipment leases or sales, including, but not limited to, reasonable attorney’s fees and costs. Strategic Partner authorizes Priority to set off against the Partner Compensation any amount owed by Strategic Partner to those equipment leasing companies with which Priority has contracted to so reimburse, including, but not limited to, amounts attributable to first payment defaults and fraud.

(h) Strategic Partner acknowledges and agrees that each Merchant is a customer of Priority pursuant to its Customer Agreement with Priority, including the Merchant Agreement with Priority and Member Bank. Strategic Partner shall not be a party to any Customer Agreement. Except with regard to Strategic Partner’s right to compensation as provided in Section 3 and Strategic Partner’s relationship with such Merchant pursuant to an existing agreement between Strategic Partner and such Merchant as of the Effective Date of this Agreement, Strategic Partner shall have no other right to the Merchants. Strategic Partner shall not, directly or indirectly, interfere with Priority’s relationship with any Merchant. During the Term of this Agreement and for a period of one (1) year thereafter, Strategic Partner may not solicit, attempt to solicit, or otherwise contact any Merchant for the purpose of (i) providing or offering any services competitive with any of the Services, including Merchant Services, to such Merchant, either directly or through a third party; or (ii) causing or seeking to cause any such Merchant to terminate or modify its relationship with Priority. If, without any direct or indirect action of Strategic Partner, including its employees, agents, subsidiaries or principals, a Merchant initiates a request to Strategic Partner to seek another provider for services similar to the Services, Strategic Partner shall promptly notify Priority in writing of such request. Priority shall have thirty (30) days to try to retain the relationship with such Merchant. Any termination of the relationship with such Merchant pursuant to the applicable Customer Agreement after such 30-day period shall not be a breach of this section.

### **3. Fees; Payments; Compensation.**

3.1. Fees; Payment. Customers that will only set up a Passport Account and use the Passport Account Services will be charged the fees set forth in the Passport Account Agreement. For the Services provided by Priority to the Customers and their clients, Priority will charge the Customers the fees and buy rates (the “Fees”) set forth Schedules A, B-1, B-2, and C attached hereto (collectively, the “Fee Schedules”). Strategic Partner may reasonably mark up the items on the Fee Schedule identified as “Buy Rates” before offering the fees to the Customers. Unless otherwise agreed to by the Parties and as set forth in Schedule B-2, Priority shall be responsible for billing and collecting the Fees from the Customers or Strategic Partner, as applicable. Priority will invoice Customers or Strategic Partner for the Fees on or before the fifth (5<sup>th</sup>) Banking Day of each month, and such invoice will be due and payable within thirty (30) days of the date of the invoice. If any Fee is not paid in full when due, Priority shall have the option, in its sole discretion, to charge the Customer or Strategic Partner, as applicable a late fee equal to 1.5% of the outstanding balance each month until such Fee is paid in full, which late fee shall not be part of the Partner Compensation set

forth in Section 3.2. Priority may also suspend the Services to such Customer and withhold the payment of any Partner Compensation to Strategic Partner until such Customer's account is current. In the event Priority's costs for providing the Services increase as a result of external factors, such as fee increases of third parties or new fees or costs imposed by third parties, Priority may increase the Fees accordingly upon thirty (30) days' prior written notice to Strategic Partner. The revised Fees will apply prospectively after the effective date of such revised fees. During the Term of the Agreement, if Priority desires to provide any new product or service to the Customers, it shall notify Strategic Partner of such new product or services and the Fee therefor. The parties shall thereafter cooperate to amend the fee schedules attached to the Customer Agreements, and the Partner Compensation will be adjusted going forward accordingly.

### 3.2. Compensation.

(a) Amount; Payment. In consideration of Strategic Partner's services provided and representations and warranties made hereunder, Priority agrees to pay to Strategic Partner the compensation as set forth in the Fee Schedules (other than Schedule B-2) (the "Partner Compensation"). Except as otherwise provided herein, the Partner Compensation shall be due and payable monthly on or before the 20<sup>th</sup> day of the month for the applicable Fees collected during the preceding month and will be credited to Strategic Partner's Passport Account. Strategic Partner shall be responsible for all sales, use, excise, value added, utility or other similar taxes relating to the Partner Compensation.

(b) Pass-Through of Certain Fees. In the event any regulatory authority, Banking Partner, Payment Network, or third-party service provider imposes any costs, fines, fees, or penalties (collectively, "Fines") on Priority as a result of acts or omissions of Strategic Partner, such Fines will be passed to Strategic Partner and will be deducted from the Partner Compensation otherwise due and payable to Strategic Partner or debited from Strategic Partner's Passport Account.

(c) Error. Notwithstanding anything to the contrary in this Agreement, Strategic Partner shall notify Priority in writing of any errors or miscalculations in any Partner Compensation within ninety (90) days after the Partner Compensation is deposited in Strategic Partner's Passport Account. Strategic Partner agrees that under no circumstance shall Priority be responsible for any error in any Partner Compensation that is not disputed within such 90-day period.

(d) Termination of Compensation. Except as provided herein below, Priority shall continue to pay the Partner Compensation to Strategic Partner for as long as Priority receives net revenue from the Customers as set forth in fee schedules attached to the applicable Customer Agreements, despite the termination of this Agreement. In addition to Priority's right to terminate the payment of Partner Compensation set forth in Section 13.2(c), after the termination of this Agreement, the payment of Partner Compensation shall cease if any of the following events occurs: (a) Strategic Partner commits a fraudulent act in connection with the performance of its obligations hereunder; (b) Strategic Partner commits a material breach under this Agreement, including Section 2.16(h) (no interference), Section 5 (Non-Solicitation), or Section 8 (Confidentiality), and such breach is not cured within thirty (30) days after Priority's written notice thereof; (c) Priority terminates this Agreement as provided in Section 13.2(b) or Section 13.2(e); or (d) the Partner Compensation due to Strategic Partner is less than \$250.00 for three (3) consecutive months.

3.3. Right to Set Off. Strategic Partner acknowledges and agrees that Priority is authorized to set off from the Partner Compensation any amounts owed to Priority pursuant to this Agreement. In the event the Partner Compensation is insufficient to cover any fees, expenses, fines, penalties or any other cost due to Priority from Strategic Partner, Strategic Partner will pay the full amount to Priority within five (5) business days after notification from Priority.

**4. Data Security.** This Section 4 shall apply if any Strategic Partner Technology is used in connection with the Services.

4.1. Strategic Partner shall comply with all Applicable Laws, take reasonable steps, and adhere to the security procedures reasonably required by Priority for any Service, including, without limitation, applying and implementing appropriate security devices such as codes, passwords, user identification technology, tokens, certificates, or other methods of authentication used in connection with any Service, in order to safeguard the systems it uses to transmit, process, or store information from against any unauthorized access or use, and from any viruses and other malicious code (collectively, the "Security Procedures"). Strategic Partner acknowledges that the Security Procedures are intended for authentication purpose only. They are not intended to detect errors in any Transactions initiated by Customers. As between the parties, Strategic Partner shall be responsible for detecting and preventing such errors. Priority may change or replace any of the Security Procedures with regard to the Services from time to time as necessary to maintain the security of Customer information and Transaction data and to comply with

Applicable Laws. Unless Priority, in its sole discretion, believes that any immediate change is necessary, Priority shall give Strategic Partner reasonable advance notice of any such change.

4.2. Strategic Partner authorizes Priority to follow any and all instructions entered and Transactions initiated by it or Customer using the Security Procedures. If Strategic Partner initiates any Transaction on behalf of any Customer, Strategic Partner agrees that the submission of Transactions and instructions using the Security Procedures shall be considered (i) evidence that Strategic Partner has authority to initiate such Transaction on behalf of such Customer, and (ii) Strategic Partner's written authorization for Priority to execute such Transaction.

4.3. Strategic Partner shall take reasonable steps to maintain the confidentiality and security of the Security Procedures and shall provide them only to the Customers approved by Priority and the persons authorized by such Customers to initiate Transactions (the "Authorized Users"). Strategic Partner shall notify Priority immediately if Strategic Partner believes that any Security Procedures have been compromised or otherwise become known to or accessible by persons other than the Authorized Users, or if Strategic Partner believes that any Transaction using the Services is unauthorized or in error. Strategic Partner shall notify Priority immediately if the access of any Authorized User shall change or be revoked. The occurrence of unauthorized access will not affect any Transaction executed in good faith by Priority prior to the receipt of such notification and within a reasonable time thereafter.

4.4. Each party is solely responsible for providing and maintaining the security of any Customer Data and Transaction data in its possession or control in compliance with Applicable Laws, including the Payment Card Industry Data Security Standard, and for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to such party's operating systems.

4.5. In the event of a breach of any Security Procedure, Strategic Partner agrees to assist Priority in determining the manner and source of the breach. Strategic Partner further agrees to provide to Priority any analysis of such equipment, device, or software performed by or on behalf of Strategic Partner or law enforcement agencies. Failure of Strategic Partner to assist Priority may be construed to establish Strategic Partner's fault relating to such breach.

4.6. To the extent necessary, Strategic Partner hereby grants to Priority and its contractors, during the Term, a nonexclusive, nontransferable, royalty-free, limited right and license to (i) use the Strategic Partner Technology for the purpose of carrying out Priority's obligations under this Agreement and providing the Services; and (ii) use and display Strategic Partner's Marks solely in connection with the provision of the Services and communication with Customers regarding the Services; provided that any such use shall be consistent with any usage guidelines provided by Strategic Partner.

4.7. During the Term of this Agreement, Priority may, directly or through a third party, review and audit Strategic Partner's business process to ensure that practical security measures are in place to protect Customer Data, Transaction data, and access to the Priority Technology. Priority may also conduct financial and procedural audits of Strategic Partner and the Agents to confirm compliance with this Agreement. Partner will provide all information reasonably requested by Priority or Priority's representatives with regard to such audit no later than thirty (30) days from the receipt of such request.

5. **Non-Solicitation.** In addition to the obligations set forth in Section 2.16(h), during the Term of this Agreement and for a period of one (1) year thereafter, Strategic Partner agrees that it will not, directly or indirectly, (i) solicit or encourage any of Priority's customers or independent contractors (including its independent sales organizations, resellers, and referral partners) to terminate any agreement in force with Priority, or (ii) otherwise contact any Entity that Strategic Partner knows or should have known is an existing customer or independent contractor of Priority (including its independent sales organizations, resellers, and referral partners) in order to contract, or seek to contract, with such Entity for the provision or sale, directly or through a third party, of products and services that are the same as or substantially similar to any of the Services.

6. **Priority's Right of First Refusal.** Strategic Partner hereby grants to Priority a right of first refusal (the "ROFR") in the event it desires to, during or after the termination of this Agreement, sell (i) all or any portion of its right to receive Partner Compensation hereunder, or (ii) more than fifty percent (50%) of its business derived from its efforts hereunder (either or collectively, the "ROFR Asset") to a third party. In the event Strategic Partner receives a bona fide offer (the "Offer") from an unrelated third party (the "Offeror") to buy the ROFR Asset, it shall promptly notify Priority in writing (the "ROFR Notice") of the Offer, setting forth in reasonable detail the material terms of the Offer, including, without limitation, the identification of the Offeror, the ROFR Asset to be sold, the purchase price, and the other information that Priority may reasonably request. Thereafter, Priority shall have thirty (30) days from the date of the ROFR Notice (the "ROFR Period") to decide whether or not to purchase the ROFR Asset on the terms set forth in the ROFR Notice. If Priority elects to exercise the ROFR, it shall notify



Strategic Partner in writing (the “Acceptance Notice”) within the ROFR Period. Thereafter, the parties shall consummate the purchase and sale of the ROFR Asset based on the terms set forth in the ROFR Notice within sixty (60) days of the date of the Acceptance Notice. If Priority elects not to exercise the ROFR or fails to notify Strategic Partner of its decision to exercise the ROFR within the ROFR Period, Strategic Partner is free to sell the ROFR Asset to the Offeror on terms not more favorable to the Offeror than those set forth in the ROFR Notice. Subject to Priority’s consent as set forth in Section 15.3, such sale to the Offeror shall consummate within sixty (60) days after the expiration of the ROFR Period. If such sale fails to close within such 60-day period, or if the terms of the sale materially change, the ROFR shall attach again.

## 7. Intellectual Property.

7.1. Ownership. Priority or Strategic Partner is the sole owner of all right, title, and interest in and to the Priority Technology or the Strategic Partner Technology, respectively, and all Intellectual Property Rights therein. Except as otherwise expressly provided herein, each party retains all right, title, and interest in and to the Priority Technology or the Strategic Partner Technology, respectively, and all Intellectual Property Rights therein.

7.2. Restrictions. In addition to the other obligations set forth in this Agreement, neither party shall (i) attempt, cause, or permit any modification, alteration, decompilation, disassembly, core dumps, reverse engineering, or other internal analysis of the software associated with the other party’s services or Technology for any purpose; (ii) modify or obscure any copyright, trademark, or other proprietary rights notices used in conjunction with the other party’s services or Technology; or (iii) brand its products or services or obtain domain names, social media identifiers or trademark registrations with or for any name, logo, or design that is similar to the Mark of the other party. The licenses granted herein shall automatically terminate upon termination or expiration of this Agreement for any reason.

## 8. Confidentiality

8.1. Confidential Information. “Confidential Information” means non-public or proprietary information and materials (whether or not such information or material is marked “confidential”) that a party to this Agreement or its Affiliates (the “Disclosing Party”) discloses to or makes accessible to the other party or such other party’s Affiliates (the “Receiving Party”) or that a reasonable person would consider to be confidential or proprietary under the circumstances of disclosure, including but not limited to information pertaining to the business, services, customers or Technology of the Disclosing Party, such as (i) business or operating plans, strategies, know-how, portfolios, prospects or objectives; (ii) methods of operation; (iii) relationships with third parties; (iv) systems access credentials; (v) account numbers; (vi) regulatory and legal compliance information; and (vii) financial records and related information. Strategic Partner acknowledges and agrees that the terms and conditions of this Agreement along with the pricing, costs and details of the Services, Transaction information, the software, systems, password-protected portals developed, utilized or maintained by Priority or its Affiliates, and the internal operating procedures employed by Priority or its Affiliates are Confidential Information of Priority and its Affiliates or applicable third-party licensors. “Confidential Information” does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) becomes generally known by the public without the breach, negligence, or other wrongdoing of the Receiving Party; (c) is rightfully received by the Receiving Party by a third party which is under no obligation of confidentiality with respect to such information; or (d) was independently developed by the Receiving Party without reference to or use of any portion of Confidential Information, as demonstrated by the Receiving Party’s written records.

8.2. Obligations. The Receiving Party may use Confidential Information solely in connection with performance of its obligations or the exercise of its right under the Agreement. The Receiving Party will exercise at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent unauthorized disclosure or use of Confidential Information as it employs with respect to its own information of a like nature. The Receiving Party may disclose Confidential Information only to its employees, officers, executives, directors, agents, and professional advisors who have a demonstrable need to know such Confidential Information in connection with Receiving Party’s performance of its obligations or the exercise of its rights under this Agreement, and who have agreed to be bound by confidentiality obligations at least as strict as those set forth herein, provided that in any event the Receiving Party shall be responsible for any unauthorized use or disclosure of Confidential Information by such individuals.

8.3. Compelled Disclosure. If the Receiving Party is ordered, as part of an administrative or judicial proceeding of competent jurisdiction or other operation of applicable laws, to disclose any of the Confidential Information, the Receiving Party will, to the extent permitted by applicable laws: (i) notify the Disclosing Party of such request as promptly as practicable; (ii) cooperate with the Disclosing Party, at the Disclosing Party’s expense, in seeking a protective order or similar confidential

treatment for such Confidential Information; and (iii) disclose only those portions of Confidential Information strictly required for compliance with said order or law.

8.4. Equitable Relief. The parties acknowledge and agree that the breach of either party's confidentiality obligations hereunder may cause the Disclosing Party irreparable harm for which monetary damages may not be adequate. As a result, the parties agree that in the event of any breach or threatened breach of this Section 8, the non-breaching Party shall have the right, in addition to any other right or remedy available to the Disclosing Party at law or in equity, to seek equitable relief, including injunctive relief, without the need to post bond or to prove actual damages, to enjoin or restrain the disclosure or use of such Confidential Information in violation of this Section 8.

## 9. Representations and Warranties

9.1. General. Each party represents and warrants to the other that (i) it is duly organized and validly existing under the laws of its jurisdiction of organization; (ii) it has the authority to enter into this Agreement and to perform its obligations hereunder; (iii) the execution, delivery and performance of this Agreement by such party (a) has been duly authorized by all necessary corporate action, and will not result in a breach of any organizational document of such party; (b) does not violate any Applicable Laws; (c) does not require such party to obtain any registration with, approval of, notice to, any other person; and (d) will not result in a breach of any agreement binding upon such party; and (iv) this Agreement has been duly executed and delivered by such party and constitutes a legal, valid, and binding obligation of such party, enforceable in accordance with its terms.

9.2. Additional Representations and Warranties of Strategic Partner. Strategic Partner represents and warrants to Priority that (i) all information Strategic Partner provides to Priority pursuant to this Agreement, including all information pertaining to Customers, is complete, accurate, and current; (ii) there have not been any actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, or notices filed or commenced against the Strategic Partner or, to Strategic Partner's knowledge, Customers, alleging any failure to comply with Applicable Laws, (iii) Strategic Partner will, and will cause the Customers (including all Authorized Users) to, use the Services only for valid and lawful business purposes and in accordance with this Agreement and any Customer Agreement; (iv) it owns or has the right to use the Strategic Partner Technology in connection with the Services and to grant the right and license as provided herein.

9.3. Additional Representations and Warranties of Priority. Priority represents and warrants to Strategic Partner that (i) the Services shall be performed in a professional and workmanlike manner in accordance with the terms and conditions set forth herein; and (ii) it owns or has the right to grant the use of the Priority Technology in connection with the provision of the Services.

9.4. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICES OR MATTERS RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SECURITY, ADEQUACY OR SUFFICIENCY, UNINTERRUPTED SERVICE, AND ANY IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. THE PARTIES AGREE THAT ANY STATE LAWS ADOPTING THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT DO NOT APPLY TO THIS AGREEMENT AND ANY WARRANTIES CONTAINED THEREIN ARE EXPRESSLY DISCLAIMED HEREBY.

## 10. Indemnification.

10.1. In addition to other indemnification obligations set forth elsewhere herein, Strategic Partner will indemnify, defend, and hold harmless Priority, its Affiliates, and their respective officers, directors, managers, employees, and agents (the "Priority Indemnified Parties") from and against any and all expenses, losses, liabilities, damages, fines, penalties, or costs, including reasonable attorneys' fees (collectively, "Losses"), arising from any action, claim, counterclaim, demand, or proceeding (each, a "Claim") made or brought by a third party as a result of Strategic Partner's: (i) material breach of any representation, warranties or covenants hereunder; (ii) gross negligence or willful misconduct with respect to matters relating to this Agreement; (iii) acts and omissions in connection with the performance of its obligations hereunder; or (iv) any violation of Applicable Laws in the performance of its obligations hereunder.

10.2. Priority will indemnify, defend, and hold harmless Strategic Partners, its Affiliates, and their respective officers, directors, managers, employees, and agents (the "Strategic Partner Indemnified Parties," together with Priority

Indemnified Parties, the “Indemnified Parties”) from and against any and all Losses arising from any Claim made or brought by a third party as a result of Priority’s: (i) material breach of any representation, warranties or covenants hereunder; (ii) gross negligence or willful misconduct in the performance of its obligations hereunder; or (iii) any violation of Applicable Laws in the performance of its obligations hereunder.

10.3. Indemnified Party shall notify the party from which it is seeking indemnification hereunder (the “Indemnifying Party”) in writing of any Claim for which it intends to seek indemnification hereunder. Indemnifying Party shall assume the defense of any such Claim at its expense with counsel of its choice. Indemnifying Party shall not settle any such Claim without the Indemnified Party’s priority consent, which consent shall not be unreasonable withheld or delayed, unless such settlement totally exonerates the Indemnified Party with regard to such Claim. The Indemnified Party may elect to participate in the action relating to such Claim with an attorney of its choice at its own expense.

## **11. Intellectual Property Infringement**

11.1. If the use of any Priority Properties is held to, or if Priority reasonably believes the use of any Priority Property is likely to be held to, constitute an infringement or misappropriation of any intellectual property rights of a third party, Priority may, at its option and expense, (i) procure for Strategic Partner and the Customers, as applicable, the right to continue using the applicable Priority Property; (ii) replace the applicable Priority Property with a non-infringing, non-misappropriating and functionally equivalent service or technology; (iii) modify the applicable Priority Property so that it is not infringing or misappropriating; or (iv) if options (i)-(iii) are not commercially reasonable as determined in Priority’s reasonable discretion, terminate or amend this Agreement so that the infringing Priority Property is no longer a part of the Agreement and refund a proportionate amount of any fees prepaid by Customers for any infringing Priority Property, as applicable.

11.2. Section 11.1 shall not apply and Priority shall have no obligation to Strategic Partner or Customers to the extent any claim of infringement or misappropriation is based on any (i) modifications to the Priority Properties made by persons or entities other than Priority, its Affiliates or their contractors, unless approved by Priority; (ii) combination with other services, products, processes or materials of any third party, including without limitation, other third party equipment or systems used by Strategic Partner or Customers; (iii) continued use of the Priority Properties after Priority has made available a non-infringing replacement, or (iv) use of the Strategic Partner Technology.

11.3. THIS SECTION 11 STATES THE ENTIRE LIABILITY OF PRIORITY AND ITS AFFILIATES, AND CONSTITUTES STRATEGIC PARTNER’S AND CUSTOMERS’ SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM THAT THE USE OF THE PRIORITY PROPERTIES INFRINGES OR MISAPPROPRIATES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

## **12. Limitation of Liabilities; Force Majeure**

12.1. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT (WHETHER IN AN ACTION IN NEGLIGENCE, CONTRACT OR TORT OR BASED ON A WARRANTY OR OTHERWISE) FOR LOSS OF PROFITS, REVENUE, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EXCEPT WITH REGARD TO PRIORITY’S PAYMENT OBLIGATIONS HEREUNDER AND LIABILITIES ARISING FROM PRIORITY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PRIORITY’S TOTAL LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED TEN THOUSAND DOLLARS (\$10,000), REGARDLESS OF THE NUMBER OF CLAIMS OR THE FORM OF ACTION OR DAMAGES.

12.2. Force Majeure. Neither party will be liable for any failure or delay to perform any of its obligations hereunder if such failure or delay is caused by conditions beyond its reasonable control and that are not currently existing, including but not limited to, acts of God, embargoes, governmental restrictions, strikes, riots, insurrection, wars or other military action, acts of terrorism, civil disorders, rebellion, fires, floods, vandalism, pandemic, sabotage, acts of government or regulatory agencies; failures or fluctuations in electrical power, heat, light, air conditioning, computer or telecommunications services or equipment (each, a “Force Majeure Event”). The party experiencing a Force Majeure Event shall promptly notify the other party of such delay in writing and use its best efforts to minimize the adverse effect of such events. The time for performance of the affected obligation will be extended by the time of the delay caused by the force majeure event.

### 13. Term and Termination

13.1. Term. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Section, will remain in effect for three (3) years from the Effective Date (the “Initial Term”). Thereafter, this Agreement will automatically renew for successive one (1) year periods (each, a “Renewal Term,” and collectively with the Initial Term, the “Term”), unless either party notifies the other party in writing of its intent not to renew at least ninety (90) days prior to the end of the then-current Term, in which case, this Agreement shall terminate as of the end of the then-current Term.

#### 13.2. Termination.

(a) Either party may terminate this Agreement immediately upon written notice thereof to the other party upon the occurrence of any of the following events: (i) the other party breaches a material provision of this Agreement or Applicable Laws, and such breach remains for a period of 30 days after the non-breaching party’s written notice thereof; (ii) the other party’s commission of fraud, misrepresentation, or dishonesty in connection with this Agreement; (iii) the other party’s gross negligence or willful misconduct in connection with this Agreement; or (iv) the other party is involved in such events, activities, or government investigations that could, in the reasonable judgement of the non-breaching party, damage the reputation or goodwill of the non-breaching party.

(b) Either party may terminate this Agreement immediately upon delivering written notice thereof to the other party if the other party becomes subject to any case or proceeding under the U.S. Bankruptcy Code or any other Federal or State bankruptcy, insolvency, reorganization, or other law affecting creditors’ rights generally, or any other similar proceedings seeking any stay, reorganization, arrangement, composition, or readjustment of obligations and indebtedness.

(c) If any Partner Compensation paid by Priority to Strategic Partner pursuant to Section 3.2 are returned by Strategic Partner’s bank for more than three (3) consecutive monthly compensation cycles, and Strategic Partner fails to contact Priority and provide corrected banking information, Priority may terminate this Agreement, including the payment of Partner Compensation hereunder, after providing written notice thereof to Strategic Partner.

(d) If Strategic Partner fails to provide any tax information reasonably required by Priority in connection with the payment of Partner Compensation, the Partner Compensation will be withheld until such information is provided; provided, however, if such information is not provided within three (3) month after Priority’s request thereof, Priority may terminate the Agreement, including the payment of Partner Compensation hereunder, after providing written notice thereof to Strategic Partner.

(e) Priority may terminate this Agreement upon commercially reasonable notice to Strategic Partner if (i) Member Bank’s membership with VISA and Mastercard is terminated for any reason, and Priority is unable to secure the relationship with another Member Bank under commercially reasonable terms within a reasonable time; or (ii) Priority’s relationship with any Banking Partner is terminated, and Priority is unable to secure the relationship with another replacement Banking Partner under commercially reasonable terms within a reasonable time.

13.3. Effect of Termination. Upon termination of this Agreement, the parties shall cease performing its obligations hereunder as of the effective date of such termination. Termination or expiration of this Agreement shall not release a party from any liability or obligation accrued to the other party or that is attributable to a period prior to such termination, nor shall it preclude a party from pursuing any rights and remedies it may have under this Agreement or at law or in equity with respect to any breach of this Agreement. The rights and remedies of the parties under this Agreement shall be cumulative and nonexclusive.

13.4. Survival. The obligations of all parties hereto incurred prior to the effective date of termination or arising from Transactions processed prior to the termination shall survive the termination of this Agreement. In addition, those sections of this Agreement which by their terms survive, including Sections 1, 2.14, 2.16(h), 3.1, 3.2, 3.3, 5, 6, 7.1, 8, 9.4, 10, 11, 12.1, 13.3, 13.4, 14, and 15, shall survive the termination or expiration of this Agreement for any reason.

**14. Records.** Each party will retain, for a period of seven (7) years or as otherwise required by Applicable laws, whichever is longer, complete and accurate books and records relating to the parties’ performance under this Agreement, and shall reasonably make them available to the other party upon request for legal and regulatory purposes.

## 15. Miscellaneous

15.1. Construction of Agreement. The titles and headings hereof are intended solely for reference and shall not be construed in any way to modify, explain, or place any construction upon any provision of this Agreement. The parties acknowledge that this Agreement is the result of negotiations between sophisticated parties, with assistance of legal counsel to the extent it desires such assistance. Thus, in any construction of this Agreement, the language shall not be construed against or in favor of either party, but rather interpreted based on its plain meaning to effectuate the intent of the parties.

15.2. Severability. If any provision of this Agreement is held invalid or unenforceable, that provision will be construed, limited, modified, or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement will remain unaffected. The parties will make a reasonable effort to modify the invalid or unenforceable provision to render it enforceable in accordance as closely as possible to the intent of the original provision.

15.3. Assignment. Neither party may assign or transfer (including by operation of law) this Agreement or any rights, or delegate any obligations, hereunder to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that Priority may assign this Agreement or any rights or obligations hereunder without Strategic Partner's consent to an Affiliate or any third party that acquires all or substantially all of the capital stock or assets of Priority in one transaction or a series of related transactions, or that is the surviving entity in any merger or consolidation involving Priority. This Agreement will be binding on the parties and their respective permitted successors and assigns. Any assignment in violation of this Section will be void.

15.4. Publicity. Neither party may issue any press release and make any public announcement with regard to the subject matter of this Agreement without the prior written consent of the other party, which consent may be withheld in either party's sole discretion; provided that either party may disclose this Agreement and the relationship created hereunder in filings required by securities laws and other Applicable Laws.

15.5. Independent Contractor. The relationship of the parties hereunder shall be an independent contractor relationship. Nothing contained herein shall be construed to create any agency, fiduciary relationship, joint venture, or partnership. The employees or agents of one party shall not be deemed to be the employees or agents of the other party for any purpose whatsoever. Neither party will have any authority, and neither party will represent that it has any authority, to create any obligation, express or implied, on behalf of the other party, except as specifically set forth in this Agreement. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is intended to confer upon any third party any legal or equitable right, benefit, or remedy of any nature hereunder, or any other ability to independently enforce this Agreement.

15.6. Governing Law; Jurisdiction and Venue. This Agreement is governed by the laws of the State of Georgia, without regard to the conflict of laws principles. Each party irrevocably consents to the exclusive jurisdiction of the federal and state courts located in Fulton County, State of Georgia. The exclusive venue for any actions, claims or proceeding arising under or related to this Agreement shall be in the appropriate federal or state court located in Fulton County, Georgia. Each party hereby waives any objection to venue in such courts. The prevailing party in any legal action relating to this Agreement shall be entitled to recover its expenses, court costs, and reasonable attorney's fees actually incurred from the other.

15.7. Waiver of Jury Trial and Class Action. ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT. EACH PARTY ACKNOWLEDGES AND AGREES THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PERSON OR ENTITY. EACH PARTY FURTHER AGREES TO WAIVE, AND HEREBY WAIVES, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS AGAINST THE OTHER PARTY.

15.8. Notice. Any notice or other communication required or permitted by this Agreement shall be in writing and may be given by personal delivery, overnight delivery service, or certified mail (return receipt requested) (postage prepaid). Notice shall be deemed given upon personal delivery thereof, on the day after such notice is deposited with an overnight delivery service or upon receipt of delivery of such notice by certified mail. Notices shall be sent to the addresses set forth below or any other address as the parties may specify pursuant to this section. Failure or refusal of a party to accept receipt of a notice or other communication hereunder shall in no manner invalidate the notice.

If to Priority: Priority Technology Holdings, Inc.  
2001 Westside Parkway, Suite 155  
Alpharetta, GA 30004  
ATTN: General Counsel

If to Strategic Partner:

Attn:

15.9. No Waiver. No waiver of any of the provisions of this Agreement will be valid unless in writing and signed by the party making the waiver. A waiver of one provision does not operate as a future waiver of that or any other provision of this Agreement.

15.10. Counterparts. This Agreement may be executed and delivered in multiple counterparts including by facsimile and/or other electronic means email, and all executed counterparts together will constitute the original instrument. A party will provide an original signed copy of this Agreement promptly upon the request of the other if the Agreement was signed in facsimile counterparts.

15.11. Amendments. No amendment of any provision of this Agreement shall be effective unless the same shall be in writing and signed by the parties hereto.

15.12. Entire Agreement. Any prior or contemporaneous agreements, proposals, presentations, contracts, promises, or representations between the parties or their affiliates or representatives concerning the subject matter of this Agreement are merged into and superseded by this Agreement, which along with any addenda, attachments, schedules, and exhibits included herein or that specifically reference this Agreement, and changes permitted hereunder, constitutes the entire understanding between the parties concerning the subject matter of this Agreement.

15.13. Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

15.14. Electronic Signature. This Agreement may be accepted by Strategic Partner by electronic signature complying with the E-SIGN Act. Such electronically signed Agreement shall have the same legal effect as a signed physical document.

**SCHEDULES A AND B**  
**Merchant Acquiring and Passport Fee Schedules**  
(to be Attached)

**SCHEDULES C**

**Plastiq Fee Schedule**  
(to be attached)



**EXHIBIT A-1**

**Prohibited Companies**

<u>For Merchant Services</u>		
<b>Description</b>	<b>Description</b>	<b>Description</b>
ANY BRAM/Brand Violation Merchant	Get Rich Quick / Business Opportunities	Anything Considered Illegal by Federal Law
Any services considered illegal or prohibited by the card Associations, or State/Federal Law	Grey Market Satellite Dealers / Cable Box Descramblers	Prepaid Phone Cards
Cyber Lockers	Penny Auctions	Pyramid or suspected Pyramid Schemes
Credit Card/Personal Credit/ID Theft protection services	Any merchant with an open or on-going ADC Fraud and/or Compliance investigation	Sales or violations of Intellectual Property Rights (Trademark and Copyright infringements, Counterfeit Merchandise)
Currency Exchange/FOREX Trading/Stock Market Trading and Individual Stock Consulting. Asset Protection/ Venture Capital	Any type of Predatory loan company	Advanced Event Ticket Sales
Third Party Debt collections	Merchant Service Packages	Timeshare Marketing/Recovery/Maintenance
Loan Modification/Debt Counseling/ Restoration/Repair/Reduction/ Consolidation	MO/TO Internet Psychic	Buying Clubs
Online/Moto PC support/Repair	Lead Generation	Travel/Vacation Clubs with Memberships
Massage business without valid license	Offshore/International Merchants	Wire Transfer Services (MOTO/Internet money orders)
Financial Aid/Scholarships/Grants	Magazines/Publications subscription packages (i.e., Magazine Clearing House & Subscription Centers)	Medical Discount Membership Plans
Lottery/Sweepstakes	Adult Streaming, Video/Downloads, DVD's. Escort Services/Phone Sex Operators	Any merchant that does not meet the minimum security levels defined by PCIDSS or using a known vulnerable payment application, as published by the Card Companies & PCI SSC
<u>For Commercial Credit Card Services</u>		
<ul style="list-style-type: none"> <li>• Casinos and card clubs;</li> <li>• Brokers/dealers in securities;</li> <li>• Dealers in precious metals, stones or jewels;</li> <li>• Bulk currency shipment companies;</li> <li>• Marijuana-related business</li> <li>• Crypto-related businesses</li> </ul>		

For ACH Services and Passport Services

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Adoption Agencies (non or for profit)</li> <li>• Adult Entertainment / Pornographic / Adult Material</li> <li>• Bail Bonds Services</li> <li>• Brokers/dealers in securities</li> <li>• Bulk currency shipment companies</li> <li>• Casinos and card clubs</li> <li>• Companies headquartered outside the United States and Canada</li> <li>• Companion or Escort Services / Sexual Encounter Agencies</li> <li>• Consulting Firms Operating in get rich schemes, credit repair, &amp; mortgage reduction services, investment programs</li> <li>• Credit Restoration / Repair Services</li> <li>• Crypto-related businesses Dealers in precious metals, stones or jewels</li> <li>• Door-to-Door Sales</li> <li>• Drug Paraphernalia</li> <li>• E-Cigs / Tobacco Distributor</li> <li>• Flea Markets</li> <li>• Gambling / Lotteries / Raffles</li> <li>• Law Firms engaged in bankruptcy</li> <li>• Mailing Lists</li> <li>• Marijuana-related businesses</li> <li>• Massage Parlors</li> <li>• Mortgage Companies</li> </ul> | <ul style="list-style-type: none"> <li>•</li> <li>• Protection Services</li> <li>• Pseudo - Pharmaceuticals</li> <li>• Psychics</li> <li>• Neighborhood Party Sales</li> <li>• Non-Fungible Transactions (NFTs)</li> <li>• Nutraceutical Companies</li> <li>• Online Customer Finance</li> <li>• Online Dating Services</li> <li>• Outbound Telemarketing</li> <li>• Payday Lending Pyramid/Mid-Level Sales</li> <li>• Remotely Created Checks</li> <li>• Sports Forecasting</li> <li>• Tattoo Parlors</li> <li>• Tax Anticipation Programs</li> <li>• Time Share</li> <li>• Travel Agencies</li> <li>• Virtual Coin / Bit Coin</li> </ul> |
|--|--|

**EXHIBIT A-2**

**Restricted Companies**

<u>For Merchant Services</u>	
<ul style="list-style-type: none"><li>• Auctions (penny auctions)</li><li>• Cable Boxes (grey market satellite dealers/cable box descramblers)</li><li>• Credit Card Protection</li><li>• Prepaid Services (prepaid phone cards, advance ticket sales)</li><li>• Resort Land Promotions (travel/vacation clubs with memberships, timeshare marketing/recovery/maintenance)</li><li>• Student Loan Assistance Companies / Government Grants (financial aid/scholarships/grants)</li><li>• Technology Support/Cloud Storage (cyber lockers)</li><li>• Telephone Cards (phone cards)</li></ul>	
<u>For Commercial Credit Card Services, Passport Services, and ACH Services</u>	
<ol style="list-style-type: none"><li>1. Airlines</li><li>2. As Seen on TV / Lifetime Guarantees</li><li>3. ATM Operators/Virtual Currency ATMs</li><li>4. Auctions</li><li>5. Auto Rental Agencies &amp; Auto Sales</li><li>6. Bars / Tavern (not serving food)</li><li>7. Business Loans B2B Lending</li><li>8. Cable Boxes</li><li>9. Check Cashing Institutions</li><li>10. Collection Agencies</li><li>11. Computer Hardware &amp; Software (Retail)</li><li>12. Consignment Stores</li><li>13. Consumer Loans / Leases</li><li>14. Contractors / Home Repairs</li><li>15. Cooperative Discount Groups</li><li>16. Credit Card Protection</li><li>17. Debt reduction</li><li>18. Employment Agencies</li><li>19. Factoring</li><li>20. Forward Delivery Providers</li><li>21. Freight Forwarders</li><li>22. Furniture Sales</li><li>23. Gun Sales</li><li>24. Hair Growth and/or Replacement / Vitamin &amp; Supplement Sales</li><li>25. Health Spas / Clubs (Except Country Clubs)</li></ol>	<ol style="list-style-type: none"><li>26. Home Based Charities</li><li>27. Import/Export</li><li>28. Inbound Telemarketing</li><li>29. Internet Fulfillment Houses</li><li>30. Investment Opportunities</li><li>31. Limousine or Tax Services</li><li>32. Long Distance Providers / Network Providers</li><li>33. Mall Kiosks</li><li>34. Merchant Cash Advance</li><li>35. Modeling Agencies / Talent Booking Agencies</li><li>36. Moving Brokers</li><li>37. Network Providers</li><li>38. Novelty/Replica Collectibles</li><li>39. Nutraceutical Companies</li><li>40. Pawn Shops</li><li>41. Precious Metal or Stamps</li><li>42. Prepaid Services</li><li>43. Real Estate Services</li><li>44. Resort Land Promotions / Sale of Real Estate</li><li>45. Resume Preparers</li><li>46. Student Loan Assistance Companies / Government Grants</li><li>47. Talent Booking Agencies</li><li>48. Telephone Cards</li><li>49. Third Party Processor / Third Party Sender</li><li>50. Water Purification</li></ol>