

SERVICES AGREEMENT

This SERVICES 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 Affiliates, 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 (“Customer,” together with Priority, the “Parties,” and each, a “Party”). This Agreement is effective as of the date of such acceptance of this Agreement by Customer (the “Effective Date”).

RECITALS

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; which offers reconciliation, ledgering, compliance, monitoring and reporting capabilities; and through which, Priority’s customers can access the Payment 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, pursuant to the terms and conditions set forth in this Agreement, Customer desires to have access to the Passport Program and the Services for itself or to provide the Passport Program and the Services to its customers in connection with such customers’ use of Customer’s services.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Unless otherwise defined elsewhere in this Agreement, capitalized terms used herein shall have the respective meaning set forth below:

“Account” means a Ledger Account (including Sub-Accounts) or a Passport Account owned or controlled by Customer as provided in Sections 3.1 and 3.2.

“Account Services” means the services related to the Accounts, including money transmission services provided by Priority, directly or through its subsidiary Finxera, Inc. (NMLS #1168701) or its authorized affiliates and contractors.

“Affiliate” means, with respect to a Party, a Business Entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with that Party.

“ACH” means the Automated Clearing House.

“ACH Services” means the services pursuant to which Priority 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.

“Applicable Laws” means, with respect a Party, any and all federal, state, and local laws, statutes, regulations, rules, codes, ordinances, court orders, and regulatory guidance, including those of trade organizations with oversight of the Services, 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 required to be closed.

“Banking Partner” mean any financial institution with oversight authority over Priority with regard to the Services, whether by contract or otherwise, including the Member Bank, the originating depository financial institution for ACH Services, and the financial institution supporting the Passport Program.

“Business Entity” means any corporation, partnership, limited liability company, association, joint stock company, governmental authority, business trust, unincorporated organization, a sole proprietorship, non-profit organizations, or other legal entity.

“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 a Business 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 Business Entity.

“Credit Loss” means all amounts unpaid or otherwise due to Priority by Customer or Customer Clients in connection with the Services, including any related collection costs incurred by or on behalf of Priority.

“Customer Client” means a merchant or other customer or client of Customer that (i) is a Business Entity; (ii) is not a Direct Competitor of Priority; (iii) is not of the types, and does not offer, the services identified in Exhibit A-1 (the “Prohibited Companies”) or Exhibit A-2 (the “Restricted Companies”), each attached hereto; (iv) domiciles in the United States; and (v) uses the Services, directly or indirectly.

“Customer Platform” means any software platform owned by Customer or its Affiliates that the Customer Clients use in connection with the Services or the services provided by Customer.

“Customer Technology” means the Customer Platform and other Technology (and all Intellectual Property Rights therein) that Customer or its Affiliates own as of the Effective Date or obtains ownership of after the Effective Date, and all extensions, improvements, versions and derivative works of the foregoing.

“Direct Competitor” means, (a) with respect to Priority, any Business Entity that engages in the business of (i) processing of payments, including through credit card processing, ACH, wire transfer, checks, or otherwise; (ii) providing accounts payable automation; (iii) providing payment fulfillment solutions for suppliers; or (iv) otherwise providing services that are similar to any of the Services, in each case, as determined by Priority in its sole discretion; and (b) with respect to Customer, any Business Entity that engages in a business that directly competes with Customer’s business as of the Effective Date.

“Finxera” means Finxera, Inc., a California corporation and wholly-owned subsidiary of Priority Technology Holdings, Inc. Finxera is the holder of money transmitter licenses required for the provision of Account Services.

“Fraud Loss” means all amounts that are unpaid or otherwise due to Priority by Customer or Customer Clients in connection with the Services as a result of the Security Procedures (as defined in Section 17.2.1) being lost, stolen, misappropriated, improperly used or compromised, or any unauthorized use of the Services, including collection costs incurred by or on behalf of Priority and any costs or charges imposed on Priority or its Affiliates or its Banking Partners by the applicable regulatory authorities or trade associations, such as card associations and NACHA, in connection with such events.

“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.

“Ledger Account” means an account set up on Passport and owned by Finxera for the benefit of Program Manager or its Customer Client, which is used to facilitate Payment Services on behalf of Program Manager or its Customer Client.

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

“Member Bank” means a financial institution which is a principal member of VISA U.S.A. Inc. (together with any successor thereto) (“Visa”) or Mastercard International, Incorporated (together with any successor thereto) (“Mastercard”) and which sponsors Priority, as a payment services provider, to provide Merchant Services pursuant to Applicable Law.

“Merchant Agreement” means a contractual agreement by and among Priority, a Member Bank and a Merchant Services customer that governs the provision of Merchant Services and which consists 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, the form of which may be accessed [here](#). Notwithstanding anything to the contrary, Priority, in its sole discretion may amend, change or otherwise edit the form of the Merchant Agreement from time to time.

“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 the Merchant Agreements.

“Passport Account” means an account set up on Passport for Customer or a Customer Client and made available by a federally insured depository institution (a “Bank”) and Priority, and which account is owned by Customer or Customer Client and may be used by Customer or Customer Client to collect, store and send money.

“Passport Program” means the Passport platform and the functionalities and services related thereto.

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

“Plastiq Services” include the Plastiq platform and software-as-a-service products and features that enable Customers and Customer 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 owns or uses as of the Effective Date, or obtains ownership of or uses subsequent to the Effective Date, including the Passport platform, the Priority API, the CPX platform, the ACH.com platform, MX Connect, MX™ Merchant, VIMAS™, Plastiq, and all extensions, improvements, versions and derivative works of the foregoing.

“Program Manager” means a Customer for which one or more Ledger Accounts are set up, and which will use such Ledger Accounts to manage its Customer Clients’ collection and disbursement of funds.

“Services” means the Account Services and the Payment Services collectively.

“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, versions, extensions, modifications, reproductions, or derivative works of any of the foregoing.

“Transaction” means a payment transaction that is transmitted using a Payment Service.

“Transfer” means (i) the transfer of funds between the Accounts, or (ii) the disbursement of funds from the Accounts to any bank account established with any financial institution.

2. Grant of License by Priority.

2.1. Grant of License. Subject to Customer’s compliance with the terms of this Agreement and Priority’s satisfactory background check and underwriting of Customer, Priority hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicensable (except as otherwise provided in item (v) below) right and license (the “Priority License”) in the United States of America, during the Term, to (i) access Passport and other Priority Technology, as applicable; (ii) use an application programming interface provided by Priority (the “Priority API”) as necessary to use the Services; (iii) use the Services on behalf of itself and its Customer Clients; (iv) market, promote, or make available the Passport Program and the Payment Services to its customers; (v) sub-license (via a limited, revocable, non-exclusive, non-transferable, and non-sublicensable sublicense) the Priority API to its Customer Clients as necessary to use the Services; (vi) use the Priority Technology for the benefit of Customer and its Customer Clients; and (vii) use and display Priority’s Marks in connection with the foregoing and Customer’s performance of its obligations hereunder. The Priority License (and, if applicable, any sub-license to Customer Clients) shall terminate automatically and without further action by any person effective immediately as of the termination of this Agreement for any reason.

2.2. Restrictions. In addition to the other restrictions set forth herein, Customer expressly agree not to do any of the following: (i) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Priority Technology or any part thereof; (ii) work around technical limitations, or otherwise translate the Priority Technology, in whole or in part; (iii) create derivative works or improvements, whether or not patentable, of the Priority Technology or any portion thereof; (iv) transfer, lease, lend, assign, sublicense, distribute, publish, or otherwise make available the Priority Technology or any features or functionality to any other person or entity for any reason; (v) perform service bureau work, multiple-user licensing or time-sharing arrangements with regard the Priority Technology; (vi) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Priority Technology, including any copy thereof; or (vii) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Priority Technology. Use of the Priority Technology by Customer on a mobile device or media device not owned, operated and controlled by Customer constitutes copyright infringement and exceeds the scope of this license. Furthermore, Customer may not use the Priority Technology in any manner that violates (a) any intellectual property rights of any person or entity or (b) any Applicable Law. In the event Customer

violate the scope of the license rights granted herein, in addition to any other remedy that may be available to Priority, Priority may terminate the license granted in Section 2.1.

2.3. Terms and Conditions for Passport. The access and use of Passport are subject to the terms and conditions set forth in the Passport End User License Agreement (accessible [here](#)) (the “Passport EULA”), which may be amended by Priority from time to time in its sole discretion. Priority shall notify Customer of any material changes to the Passport EULA that affect Customer’s right and obligations. Customer’s continued use of Passport shall constitute Customer’s acceptance of such changes. The access and use of other Priority Technology platforms are subject to terms and conditions set forth in the applicable Priority Technology platform.

3. Accounts.

3.1. Account Setup. Upon the execution and delivery of this Agreement, subject to Customer’s acceptance of the applicable Account Agreement accessible [here](#), one or more Passport Accounts may be set up for Customer to collect fees and other payments due to Customer and for other banking uses. As applicable, if Customer is a Program Manager, one or more Ledger Accounts will be set up for the benefit of Customer.

3.2. Sub-Accounts; Customer Client Passport Accounts. Upon request by Customer, Priority will, in reliance upon information provided by Customer, (i) if Customer is a Program Manager, set up one or more tiers of Ledger Accounts in the names of Customer Clients, which accounts will be controlled by Customer as agent of Priority (each, a “Sub-Account”); or (ii) set up Passport Accounts for Customer Clients. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an account. Prior to setting up any Passport Account for any Customer Client, Customer shall, or shall cause such Customer Client to, provide to Priority all information and authorizations required by Priority as set forth in Sections 5 and 6 that will allow Priority to identify such Customer Client or as otherwise reasonably requested by Priority in connection with Applicable Law. Passport Accounts may be owned only by Customer Clients approved by Priority pursuant to its internal risk management policies. Such Customer Clients will be required to agree to the Passport EULA and the applicable Account Agreement accessible [here](#). Customer’s access to, and activities with regard to, the Passport Accounts owned by Customer Clients shall be governed by Customer’s agreement with the Customer Clients (each, a “Customer Client Agreement”), and Customer shall be solely responsible for obtaining from Customer Clients all appropriate authorizations for its activities with regard to such Passport Accounts. If any Customer Client authorizes Customer to manage the Passport Accounts owned by such Customer Client, Customer shall, and shall cause such Customer Client to, enter into a tri-party account services agreement, in the form provided by Priority, among such Customer Client, Customer, and Priority pursuant to which such Customer Client delegates to Customer the authority to manage such Customer Client’s Passport Accounts and authorizes Priority to comply with instructions from Customer with regard to such Passport Accounts.

3.3. Authorization. Customer hereby authorizes Priority to (i) initiate Transfers among the Accounts and from the Accounts to third parties in amounts and on dates specified by Customer from time to time; (ii) deduct from the Accounts and Customer’s designated external bank account(s) the Fees and other amounts due to Priority pursuant to this Agreement; and (iii) credit to the Accounts amounts as directed by Customer pursuant to this Agreement.

3.4. Accounts; Use; Insufficient Funds. Customer shall have full control of the funds in the Accounts. Customer hereby irrevocably designates Priority as its agent with regard to processing Transfers related to the Accounts, and Customer further hereby irrevocably authorizes Priority to process Customer’s instructions for Transfers as provided herein. Priority will not receive any funds or process any Transfers to or from an Account except as expressly directed by Customer or as otherwise set forth herein. Customer shall ensure that the Accounts, as applicable, have sufficient funds at all times to carry out the Transfers requested by Customer. Priority will not make any Transfer when there are insufficient funds in Customer’s applicable Account and shall have no liability to Customer, any Customer Client, any payee, or any other third party if Priority fails to make any Transfer as a result of insufficient funds in the applicable Account. Customer acknowledges and agrees that Transactions involving the Accounts are subject to the Payment Services Terms and Conditions (accessible [here](#)) which may be amended by Priority from time to time in its sole discretion and which hereby are incorporation into and made part of this Agreement. Priority shall notify Customer of any material changes to the Passport Payment Services Terms and Conditions that affect Customer’s rights and obligations. Customer’s involvement in any Transaction involving the Accounts thereafter shall constitute Customer’s acceptance of such changes.

3.5. Customer Acknowledgement. In connection with the provision of Services hereunder, Customer acknowledges and agrees that:

(a) Customer is fully responsible for all liabilities resulting from the provision of Services by Priority to Customer and Customer Client in reliance on instructions (including payment instructions) received from Customer, including, without limitation, Fraud Losses and Credit Losses, unless such liabilities resulted from Priority's gross negligence or willful misconduct in the performance of such Services;

(b) Priority shall have no liability to Customer, any Customer Client, or other payee if any payment is made in error as a result of unclear, incorrect or incomplete payment instructions received from Customer;

(c) Priority may delay making payments if any payment instructions from Customer are unclear or incomplete and shall have no liability to Customer, any Customer Client or other payee for such delay; and

(d) Depending on the payment method used to disburse funds to payees, Priority may not be able to stop a payment or pull any money back from any payee bank account once the money is sent and, if Customer requests Priority to stop or reverse a payment, Priority shall have no liability to Customer, any Customer Client, of other payee if Priority is unable to do so.

3.6. **Disclosure of Information.** In connection with the use of the Accounts, Customer hereby irrevocably authorizes Priority to disclose information about the Accounts or the Transfers thereon to any Bank and other third parties, including Priority's employees, applicable banks, regulators, auditors, and advisers, to the extent it is necessary to (i) complete any Transfer; (ii) verify the existence and condition of the Accounts; (iii) comply with Applicable Law, any government agency or court orders, or other legal or administrative reporting requirements; and (iv) perform Priority's obligations or exercise its rights hereunder.

3.7. **Creation and Maintenance of Ledgers.** In connection with the Services provided to Customer hereunder, Priority shall create and maintain ledgers for Customer, each Customer Client, and each payee (to the extent different from Customer and Customer Clients) on the Accounts. Such ledgers shall indicate the amounts (i) deposited into the Accounts, and (ii) disbursed to each payee from each Account. The ledgers shall also include information relating to the Transactions processed through the Accounts and other information as the Parties may reasonably agree. The ledgers shall be updated from time to time as Transactions are made. Priority shall prepare and make available to Customer account statements monthly setting forth the Transactions on the Accounts during the previous month. Priority shall notify Customer as provided herein when the account statements are available.

4. Payment Services. Subject to the terms of this Agreement, Customer may use or make available to the Customer Clients the Payment Services. Priority shall, directly or through its contractors, provide to Customer and, if applicable, the Customer Clients the Payment Services, which may be accessed through, or outside of, Passport. The Payment Services are subject to the Merchant Agreement, the Payment Services Terms and Conditions (accessible [here](#)), and the Plastiq Terms of Service (accessible [here](#)), as applicable. Customer agrees that Priority reserves the right to approve or reject any potential customer for the Payment Services and may restrict, suspend, or terminate Customer or a Customer Client's use of the Payment Services at any time in Priority's sole discretion; provided that, to the extent it is not prohibited by Applicable Laws, Priority shall provide advance written notice of any such restriction, suspension, or termination to Customer, setting forth the reasons for such action.

5. Underwriting; Ongoing Credit Assessment. Before Customer may access the Services or makes any Services available to any Customer Client and from time to time thereafter, Priority may, in its sole discretion, require Customer and any applicable Customer Clients to provide (i) such identifying information that Priority may reasonably request to properly identify Customer or a Customer Client, or any of their respective principals and beneficial owners, in each case, as applicable, in order to comply with any Applicable Law or Priority's anti-money laundering policy; and (ii) financial information of Customer or a Customer Client that Priority may reasonably request to assess Customer or such Customer Client's creditworthiness, including, without limitation, banking information (such as account number, account balance, and account ownership). Customer shall ensure that the information provided by Customer on behalf of itself or a Customer Client is complete, accurate, and current. Customer hereby authorizes, and will require Customer Clients to authorize, Priority and its Banking Partners to (I) check with credit reporting agencies, credit references, and other sources Priority or such Banking Partner deem appropriate in investigating and verifying the information given; (II) obtain additional information from credit reporting agencies and other lawful sources regarding Customer's and Customer Client's credit standing, credit capacity, general reputation, or characteristics; (III) contact all previous references; and (IV) do other investigation and verification as Priority or such Banking Partner deem necessary or appropriate in connection with the provision of Services. In addition, Priority may, from time to time, request financial information of Customer or any Customer Client and review the volumes and characters of the Transactions submitted by Customer and Customer Clients to evaluate the creditworthiness of Customer and Customer

Clients and the credit risk associated with processing the Transactions on behalf of Customer and Customer Clients. Such review may result in suspension or termination of the Services or modification of the fee structure, reserve amount, or other limits imposed on the Services. Priority may withhold funds in the Accounts in the event Customer's or any Customer Client's credit profile is no longer consistent with the information provided to Priority at the time Priority approved Customer or such Customer Client to receive the Services.

6. Customer Client Authorization. Except with regard to Merchant Services (for which Priority has a direct relationship with Customer Clients), Customer shall in timely manner obtain all consents and authorizations from, and provide all disclosures and notices to, the Customer Clients and applicable third parties that are required for Priority to provide the Services. If the authorization by any Customer Client has been revoked, or the Customer Client's arrangement with Customer has terminated, Customer shall immediately cease making the Services available to such Customer Client. Customer shall notify Priority promptly (and no more than two (2) Banking Days following receipt) of any notice revoking authorization for any Service, any termination of a Customer Client's arrangement with Customer or if Customer becomes aware that the continued use of the Services by a Customer Client would violate Applicable Law or that any past use of the Services by Customer Client has violated Applicable Law. Customer shall retain a copy of each authorization for a period of two (2) years after receipt thereof or, if longer, such time period as is required by Applicable Law, and will furnish a copy thereof if requested by Priority or its Banking Partner. Authorizations received by Priority shall remain in full force and effect, and Priority has the right to rely on them unless and until Priority receives written notification from Customer or the Customer Client that an authorization has been terminated. Such notice of termination must be provided to Priority in such manner and with such advance notice as to allow Priority and any affected financial institution a reasonable opportunity to comply with such notice, which reasonable opportunity shall no less than three (3) Banking Days' after receipt of such notice.

7. Reliance on Information. The Parties acknowledge that the provision of Services is highly dependent on Priority having accurate, complete, and timely information. In connection with its delivery of the Services, Priority expects to and may rely on the information, feedback, and instructions provided by or on behalf of Customer and the Customer Clients (whether directly or through the Customer Platform) and shall have no obligation to independently verify or validate the accuracy, completeness, or timeliness thereof.

8. Third-Party Requirements. The Parties acknowledge that aspects of the Services may be subject to limits or other restrictions imposed by regulatory agencies, Priority's Banking Partners, card issuers, or other third parties, and that the Parties' respective compliance with any such limits or restrictions shall not be considered a breach of this Agreement even if it conflicts with, or prevents the fulfillment of, a contractual obligation of such Party hereunder.

9. Customer Clients.

9.1. Terms and Conditions for Services. Customer acknowledges that Customer Clients will be subject to Priority's terms and conditions for the Services and the requirements imposed by Priority's Banking Partners, card issuers and other applicable third parties in order to participate in and receive payments through the Services. Before Customer makes the Services available to any Customer Client, Customer shall cause such Customer Client to agree to the terms and conditions provided to Customer by Priority and any such Banking Partners, card issuers and other third parties. These terms and conditions may be changed by Priority or upon the request of any such Banking Partners, card issuers and other applicable third parties.

9.2. Customer Client Agreements. Customer shall conspicuously include in the Customer Client Agreement the following language: "Money transmission services relating to the Passport Program are provided by Priority, directly or through its subsidiary Finxera, Inc. (NMLS #1168701) or its authorized affiliates and contractors." The Parties agree that Priority is not a party to any Customer Client Agreement and has no liability with respect to any such Customer Client Agreement. Customer Clients are not third-party beneficiaries under this Agreement. Notwithstanding anything to the contrary in the event Priority enters into a direct agreement with a Customer Client in connection with any Services, Priority shall have the right to communicate directly with such Customer Client in all matters relating to the agreement between Priority and such Customer Client. In addition, if any Customer Client owns a Passport Account, Priority may communicate directly with such Customer Client with regard to such Passport Account (except as otherwise agreed by the Parties) and Customer Client's use of the Passport Program.

9.3. Labeling. In the event Customer desires to use its name and logo, in addition to Priority's names and logos, in connection with any of the Account Services, Customer shall be permitted to do so only after first obtaining Priority's prior written consent, which may be provided or withheld in Priority's sole discretion. In addition to any other terms and conditions Priority may impose in connection with such labeling, Customer shall conspicuously include

the following language, in a place visible to the Customer Clients, in any documentation relating to the Account Services bearing Customer's name and logo: "Money transmission services are provided by Priority Technology Holdings, Inc., directly or through its subsidiary Finxera, Inc. (NMLS #1168701), or its authorized affiliates and contractors."

10. Adverse Information. During the Term, Customer shall notify Priority promptly in writing if any of the following events occurs to Customer, or to its knowledge, to a Customer Client: (i) any insolvency or bankruptcy (voluntary or involuntary), (ii) any change in ownership or business, (iii) any material adverse change in the financial condition, or (iv) any material violation of any Applicable Law.

11. Merchant Services. In the event Customer or a Customer Client receives Merchant Services from Priority, Customer or such Customer Client, as applicable, will be required to enter into the Merchant Agreement. With regard to a Customer Client's use of Merchant Services, Customer shall not be a party to any Merchant Agreement among Priority, Member Bank and a Customer Client, and shall have no right or obligation under any such Merchant Agreement. In accordance with the sponsorship agreement between Member Bank and Priority, Priority may assign Member Bank's rights in any Merchant Agreement to a third party at any time, so long as such assignment does not result in the termination of any payments due and payable to Customer for Merchant Services, if any.

12. Marketing.

12.1. Promotion of Services. In accordance with Priority's policies and guidance made available from time to time to Customer, if any, Customer may market and promote the Services to its merchants, customers, and clients at Customer's own expense. Customer shall comply with Applicable Laws in the promotion of the Services.

12.2. Marketing Materials. Customer shall be solely responsible for developing materials used in marketing and promoting the Services to its merchant, customers and clients provided that Customer may not alter, modify, or in any other way change any information that describes the Services provided by Priority to Customer in any marketing or promotional materials. Customer shall obtain Priority's prior written approval of any marketing materials bearing Priority's or Member Bank's Marks and the Marks of Visa and Mastercard. Customer shall market the Services to its customers at its own expense.

12.3. Non-Exclusive Services. The Services provided under this Agreement are provided on a non-exclusive basis, and Priority may provide the Services, either directly or through a third party, to other customers.

13. Compensation.

13.1. Fees. In consideration for the Services provided hereunder, Priority will receive the fees (the "Fees") set forth in the fee schedule(s) attached hereto as Schedule A (the "Fee Schedule"). If any Services are provided to Customer Clients, unless otherwise agreed by the Parties, Customer shall be responsible for billing and collecting the Fees from the Customer Clients and for the payment of Fees to Priority for all Services provided to Customer Clients. On or before the fifth (5th) day of each month, Priority will make available to Customer a detailed invoice for the Fees. Invoices for Fees shall be due and payable within thirty (30) days of the date of the invoice. If agreed to by the Parties, Priority will invoice the Customer Clients for the Fees on a monthly basis, and each invoice is due and payable within 30 days of the date of the invoice.

13.2. Payment. Customer hereby authorizes Priority to debit the designated Account(s) for the Fees when due. In addition to the requirements set forth in Section 3.4, Customer shall maintain, at all times, a balance of available funds in the Account(s) sufficient to pay the Fees. Under no circumstances will Priority be obligated to perform the Services if there are insufficient funds in the applicable Account(s) to cover the Fees. In addition to any other rights Priority may have hereunder, if the balance of any applicable Account becomes negative, or if such Account has insufficient funds to cover the Fees and other amounts payable by Customer to Priority pursuant to this Agreement, Priority may suspend the Services until Customer's account is current or set off any unpaid balance of such amounts against the funds in Customer's other Accounts or any external account linked to any Account. CUSTOMER HEREBY EXPRESSLY AUTHORIZES PRIORITY TO ACH DEBIT ANY SUCH EXTERNAL ACCOUNT FOR ANY UNPAID AMOUNT CUSTOMER OWES PRIORITY WITHOUT ANY PRIOR NOTIFICATION. If Customer is eligible to receive Revenue Share as provided herein, without limiting any other rights of Priority, any outstanding Fees may be offset by Priority against the Revenue Share otherwise due and payable to Customer. If any Customer Client owns a Passport Account in connection with any of the Services, Priority may, and Customer shall obtain all necessary authorization and consent from such Customer Client for Priority to, debit such Customer Client's Passport Account for the payment of any applicable Fees and any other amounts owed by such Customer Client. Priority may also suspend the Services with regard to any Customer Client that has any unpaid Fees until such Customer Client's account

is current. In addition, if any Fee is not paid in full when due, Priority will charge Customer or Customer Client, as applicable, a late fee equal to 1.5% of the outstanding balance of any Fees that are not timely paid each month until such Fee is paid in full. Priority's rights and remedies under this Section 13.2 are cumulative. Customer or Customer Client, as applicable, must notify Priority of any error in any invoice for Fees within 90 days after the payment due date. Customer or Customer Client is deemed to have waived the right to dispute any invoice after such 90-day period. All Fees are subject to change by Priority upon no less than thirty (30) days' prior written notice to Customer. The revised Fees will apply prospectively after the effective date of the revised Fees set forth in such notice. In addition, if additional Services are provided to Customer and the Customer Clients as agreed to by the Parties, the Fees will be changed to reflect such additional Services, and the revised Fees will be effective immediately.

13.3. Revenue Share; Offset; and Errors. If Priority provides Services to Customer Clients, as consideration for the opportunities to service such Customer Clients, Priority may pay to Customer the rebate, revenue share or residuals (the "Revenue Share"), if any, as set forth in the Fee Schedule. Customer acknowledges and agrees that Priority has the right to offset any amounts owed by Customer to Priority pursuant to this Agreement against any Revenue Share other due and payable to Customer. If Customer owns a Passport Account, any Revenue Share will be deposited into such Passport Account. Customer shall be responsible for the payment of all sales, use, excise, value added, or other similar taxes relating to or arising from the Revenue Share. Notwithstanding anything to the contrary in this Agreement, Customer shall notify Priority in writing of any errors or miscalculations in any Revenue Share within ninety (90) days of the receipt of such Revenue Share. The Parties agree that under no circumstance shall Priority be responsible for any error in any Revenue Share that is not disputed within such 90-day period.

13.4. Reserves. Priority may require Customer to fund a security deposit (the "Reserve") which may be used by Priority to offset any Fees and other amounts that Priority is unable to timely collect from Customer's Accounts or by other means as prescribed herein. Should Priority determine that a Reserve is required, such Reserve will be established in the amount determined by Priority. The Reserve amount may be revised by Priority in its sole discretion based on its periodic review of Customer's creditworthiness. If any Reserve is used as provided herein, Customer shall promptly replenish the Reserve account so that the Reserve stays at the required level. Customer hereby grants a security interest in any such Reserve funds held by Priority to secure Customer's existing and future obligations to Priority under this Agreement. The Reserve funds may be held by Priority for at least one hundred and eighty (180) days beyond the date of the last Transaction processed by Priority on Customer's behalf. In the event Priority has reason to believe that Customer has acted in a fraudulent manner or has not obtained proper authorization from the Customer Client for Transactions processed, Priority may extend the hold on the Reserve funds up to the maximum time allowed by law.

14. Term and Termination.

14.1. Term. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Section, shall remain in effect for three (3) years (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (such periods, together with the Initial Term, the "Term"), unless either Party notifies the other Party in writing at least ninety (90) days prior to the end of the Term of its intent not to renew, in which case, this Agreement shall expire at the end of the Term.

14.2. Termination; Suspension.

14.2.1. Customer may terminate any Service at any time by providing Priority at least thirty (30) days' advance written notice.

14.2.2. Priority may terminate this Agreement or any Service, or suspend Customer's access to the Accounts, if (i) Customer fails to make a payment hereunder when due and payable and such failure is not cured during a period of ten (10) Banking Days after written notice thereof from Priority, except where Customer has disputed the payment in good faith; or (ii) Customer is involved in such events, activities, or government investigations that could, in the reasonable judgment of Priority, damage Priority's reputation or goodwill.

14.2.3. Either Party may terminate this Agreement by providing at least thirty (30) days' advance written notice thereof to the other Party if (i) the other Party breaches a material term (other than the payment obligations) of this Agreement or any Applicable Laws, and such breach remains uncured during a period of 30 days after such notice is provided to the breaching Party; or (ii) there is a material change in the law or its interpretation or implementation by state or federal agencies, and such change would have a material adverse impact on the terminating Party's rights or obligations hereunder such that it would defeat the Parties' reasonable expectations.

14.2.4. Either Party may terminate this Agreement immediately by providing 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.

14.2.5. In addition to the termination rights set forth above, Priority may suspend any Services immediately for such time as Priority deems necessary if Priority reasonably determines that such action is required to comply with Applicable Law, or if any fraudulent activity is suspected or known to be occurring. Unless the situation requires immediate action, in Priority's sole discretion, Priority shall provide Customer reasonable advance notice of such suspension. Unless prohibited by Applicable Law, Priority shall inform Customer with reasonable details of the causes for such suspension and shall resume the provision of Services once such causes cease to exist, as determined in Priority's reasonable sole discretion.

14.2.6. The termination of any Service shall not affect the effectiveness of this Agreement, including with regard to any other Services to be performed hereunder. The termination of this Agreement shall terminate all Services.

14.3. Effect of Termination.

14.3.1. Priority shall cease providing the Payment Services and shall close the Accounts as of the effective date of the termination of this Agreement. Upon the delivery of a notice of termination by either Party, the Parties shall in good faith agree to a reasonable plan for the wind down of the Payment Services in an orderly manner and shall disburse the funds in the Accounts in accordance with the instructions of Customer. If Customer requests any post-termination transition services, the Parties shall negotiate in good faith any associated fees and relevant terms for such transition services. The Parties shall use commercially reasonable efforts to agree on a communication to be provided by Customer to the Customer Clients regarding the termination of the Services. After the termination of this Agreement, Customer may, for a period of six (6) months, export the data relating to the Services provided pursuant to this Agreement.

14.3.2. Termination of this Agreement shall not release a Party from any liability or obligation accrued under this Agreement 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. All amounts owed by Customer to Priority under this Agreement shall become immediately due and payable at the end of the Term.

15. **Implementation and Support.**

15.1. Implementation. If applicable, Customer shall ensure that the Customer Platform, Customer Technology, and any interfaces or other data flows between Customer and the Customer Clients are compatible with the Services and the Priority Technology.

15.2. Cooperation and Ongoing Support.

15.2.1. Customer shall diligently cooperate with Priority to implement, test, validate and support the Priority API and the Services, including providing Priority with such access to the Customer Platform, Customer Technology, Customer personnel, or the Customer Clients, as Priority may from time to time reasonably request. The Parties shall conduct periodic review of the Services, if applicable, on-going efforts to enroll Customer's customers, and other matters relevant to this Agreement and the Services.

15.2.2. Customer shall be solely responsible for maintaining the Customer Platform and other Customer Technology, resolving any errors, bugs, and performance issues with the Customer Technology that adversely impact the Services, and, if applicable, ensuring all data needed from the Customer Clients for the Services are timely and accurately captured. Priority shall be solely responsible for maintaining the Priority Technology and resolving any errors, bugs, and performance issues with the Priority Technology that adversely impact the Services.

15.2.3. Each Party shall promptly notify the other Party if it becomes aware of any issues stemming from its Technology and shall work diligently to resolve such issues as soon as possible.

15.3. Expenses. Each Party shall be responsible for the costs and expenses associated with the provision and maintenance of its Technology used in connection with the Services. To the extent any changes or updates of either Party's Technology materially increase the costs of the other Party with regard to the provision or accommodation of the Services, as the case may be, the Parties shall negotiate in good faith an adjustment to the economic terms of the impacted Service to offset the added costs.

15.4. Integration. If the information technology systems of the Parties are integrated, any Technology or other product developed by a Party in connection with such integration shall be the exclusive property of such Party. Each Party shall be responsible for its own expenses incurred in connection with such integration and shall provide the other Party reasonable technical support for such integration.

16. Ownership of Technology and Restrictions on Use.

16.1. Ownership of Technology. Each Party acknowledges and agrees that Priority is the sole owner of the Priority Technology, and Customer is the sole owner of the Customer Technology, and in each case, all Intellectual Property Rights therein. Except as expressly granted herein, neither Party shall have any right or interest in or to the other Party's Technology or the Intellectual Property Rights therein.

16.2. Grant of License by Customer. If Customer Technology is used in connection with the Services, Customer hereby grants to Priority, during the Term, a nonexclusive, nontransferable, non-sublicensable, limited right and license (the "Customer License") to (i) use the Customer Technology in the United States of America in connection with and as reasonably required to perform the Services as provided in this Agreement; and (ii) use and display Customer's Marks in connection with the performance of Priority's obligations under this Agreement. The Customer License granted hereunder shall terminate as of the termination of this Agreement.

17. Customer Client Information; Data and System Security.

17.1. Customer Client Information. Priority shall have the right to use the information of any Customer Client ("Customer Client Information") received by Priority solely as necessary to provide the Services and comply with its other obligations under Agreement during the Term and, thereafter, to meet its legal and regulatory obligations; provided that, during the Term and thereafter, Priority may use anonymized information of the Customer Clients for internal analytics, to improve Priority's services, and to inform Priority's and marketing efforts with respect to those services.

17.2. Data Security.

17.2.1. Customer shall comply with all Applicable Laws, take reasonable steps, and adhere to the security procedures reasonably required by Priority for the Services, including, applying and implementing appropriate security devices such as codes, passwords, user identification technology, tokens, certificates, or other methods of authentication used in connection with the Services, in order to safeguard the systems Customer uses to transmit, process, or store information from any unauthorized access or use, and from any viruses and other malicious code (collectively, the "Security Procedures"). Customer acknowledges that the Security Procedures are intended for authentication purpose only. The Security Procedures are not intended to detect errors in any Transactions initiated by Customer or any Customer Client. Customer shall be responsible for detecting and preventing such errors. Priority may change or replace any of the Security Procedures with regard to any Payment Service from time to time as necessary or reasonably desired to maintain the security of Customer Client Information and Transaction data and to comply with Applicable Law. Unless Priority, in its sole discretion, believes that any immediate change is necessary, Priority shall give Customer reasonable advance notice of any such change.

17.2.2. Customer authorizes Priority to follow the instructions entered into Customer's or Priority's system and execute the Transactions and Transfers initiated by Customer using the applicable Security Procedures. Submission of Transactions and instructions for Transfers using the Security Procedures shall be considered Customer's written authorization for Priority to execute such Transaction or Transfer. Customer shall be bound by all Transactions and Transfers that are initiated (i) through the use of such Security Procedures, whether authorized or unauthorized; or (ii) by any person authorized by Customer or the Customer Clients to initiate Transactions or Transfers (each, an "Authorized User").

17.2.3. Customer shall take at least commercially reasonable steps to maintain the confidentiality of the Security Procedures and shall provide them only as necessary to the Customer Clients, if applicable and the Authorized Users. Customer shall notify Priority in writing within one Banking Day if Customer believes that any

Security Procedures have been compromised or otherwise become known to or accessible by persons other than the Authorized Users, or if Customer believes that any Transaction or Transfer is unauthorized or in error. Customer shall notify Priority in writing within one Banking Day if the access of any Authorized User is changed or revoked. Notwithstanding the foregoing, the occurrence of any unauthorized access will not affect any Transaction or Transfer executed in good faith by Priority prior to the receipt of such notification and within a reasonable time thereafter.

17.2.4. Each Party is solely responsible for, and shall comply with all Applicable Laws, including the Payment Card Industry Data Security Standard, if applicable, with regard to, providing and maintaining the security of any Customer Client Information and Transaction data in such Party's possession or control. Each Party is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to such Party's operating systems and Technology.

17.2.5. In the event of a breach of any Security Procedure, Customer agrees to assist Priority in determining the manner and source of the breach. Customer further agrees to provide to Priority any analysis of any equipment, device, or software performed by or on behalf of Customer or law enforcement agencies.

17.3. System Security. Priority will maintain industry standard security measures no less robust than those employed by other enterprises offering similar services for the protection of Customer's and Customer Clients' information against accidental or unauthorized access or use. Priority agrees to periodically review and revise its security policies, procedures, safeguards, and measures to meet or exceed financial industry standards as such standards evolve. Priority shall notify Customer as required by Applicable Laws if any sensitive account information or nonpublic personal information of Customer or any Customer Client was, or is reasonably believed to have been, accessed by an unauthorized person and shall provide Customer all information necessary or appropriate for Customer to comply with its notification or other obligations under Applicable Laws. Priority shall keep Customer informed regarding Priority's plans for corrective actions, if any. If applicable, Priority will work with Customer to develop a notice to the Customer Clients to the extent such notice is required by Applicable Law.

18. Consent to Use Electronic Signatures and Communications.

18.1. Consent. To the fully extent permitted by Applicable Laws, Customer consents to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all Services provided hereunder and in connection with Customer's relationship with Priority (collectively, "Communications"). Electronic Communications will be sent to the email address on Customer's profile on its Account. Priority may, and may request Customer to, execute Communications electronically. Customer agrees that such electronically executed Communications will have the same legal effect as a signed physical document. By accepting and agreeing to this Agreement electronically, Customer represents that (i) Customer has read and understands this consent to use electronic signatures and to receive Communications electronically; (ii) Customer has the hardware and software necessary to receive and store electronic Communications; and (iii) Customer's consent will remain in effect until Customer withdraws its consent as specified below. Customer must keep its email address on its Account current and notify Priority of any change in its email address by updating Customer's profile on its Account. Customer should print and save or electronically store a copy of all Communications that Priority send to Customer electronically. Customer may also request paper copies of electronic Communications from Priority by contacting Priority as provided herein.

18.2. Hardware and Software Requirements. In order to access, view, sign and retain electronic Communications provided by Priority, Customer must have:

18.2.1. An up-to-date device (e.g., computer, tablet, or mobile phone) which has internet access;

18.2.2. A current, compatible web browser, including the current or immediately preceding version of Chrome, Internet Explorer, Firefox, Safari and Edge;

18.2.3. A valid email account;

18.2.4. An operating system on the device capable of receiving, accessing and displaying Communications in electronic form via text-formatted email or gaining access to the Passport website using a supported browser, including any necessary software (e.g., Adobe to read PDF documents); and

18.2.5. A device capable of storing and printing Communications, if Customer wishes to store or print any Communications.

18.2.6. Take all actions necessary to avoid Communications from Priority being blocked or going into any spam folder.

18.3. Right to Withdraw Consent. Customer's consent to receive Communications electronically will remain in effect until Customer withdraws it. Customer may withdraw its consent to receive further Communications electronically at any time by contacting Priority as provided herein. If Customer revokes its consent to receive Communications electronically, Priority reserves the right to close Customer's Ledger Accounts. Such revocation will be effective after Priority has had a reasonable period of time to act on Customer's withdrawal request. Such revocation of consent to receive Communications electronically will not apply to any Communications that were sent before Customer's request to withdraw consent becomes effective.

18.4. Electronic Communications with Customer Clients. If Priority provides Services to Customer Clients, Customer shall ensure that the Customer Client Agreements contain provisions similar to those in this Section 18, requiring Customer Clients to consent to use electronic signatures and to electronically receive all Communications. Customer should print and save or electronically store a copy of all electronic Communications it has with the Customer Clients.

18.5. Changes. Priority may, in its sole discretion, communicate with Customer in paper form. In addition, Priority reserves the right to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which it provides electronic Communications. Except as otherwise required by applicable law, Priority will notify Customer of any such termination or change by providing the updates on Passport or delivering notice of such termination or change electronically.

18.6. U.S. Federal Law. Customer acknowledges and agree that the Services are subject to the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN Act"), and that the E-SIGN Act will apply to validate Customer's ability to engage electronically in transactions related to the Services.

19. Representations and Warranties. Each Party represents and warrants to the other as follows as of the Effective Date and with continuing effect during the Term.

19.1. Mutual Representations, Warranties and Covenants. Each Party represents, warrants and covenants to the other Party that:

19.1.1. it is duly organized, validly existing and in good standing under Applicable Laws and has full power and authority to enter into, and perform its obligations under, this Agreement;

19.1.2. this Agreement contains legal and valid obligations binding upon such Party and is enforceable in accordance with its terms;

19.1.3. the execution and delivery of this Agreement and the performance of its terms by such Party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any Applicable Laws; and

19.1.4. it will comply, in all material respects, with all Applicable Laws in connection with the performance of its obligations hereunder.

19.2. Priority Representations, Warranties and Covenants. Priority represents, warrants and covenants to Customer that

19.2.1. it will perform the Services with due diligence and reasonable care and in a manner consistent with other similarly situated companies with regard to similar services;

19.2.2. it owns, or has the right to grant the use of, the Priority Technology in connection with the provision of the Services as provided herein;

19.2.3. is properly registered as a money services business with the U.S. Department of the Treasury, is licensed as a money transmitter or has received explicit permission to act as such, in all jurisdictions in which the Services are marketed and provided; and

19.2.4. is otherwise registered, licensed, or authorized to provide the Services pursuant to this Agreement, except where the failure to so registered, licensed, or authorized shall have no material adverse effect on Priority's business or its ability to provide the Services as provided herein.

19.3. Customer Representations, Warranties and Covenants. Customer represents, warrants and covenants to Priority that

19.3.1. it owns, or has the right to grant the use of, the Customer Technology in connection with the Services as provided herein;

19.3.2. it will not use, or, if applicable, allow any Customer Client to use, the Services in connection with any illegal activity or in violation of any Applicable Law;

19.3.3. Customer's business and the services it provides comply with, in all material respects, all Applicable Law, including all applicable rules, licensing and permitting requirements, and other regulatory requirements for the industry in the jurisdictions in which Customer provide such services;

19.3.4. Customer will promptly notify Priority of any change in circumstances of itself or any Customer Client of which Customer is aware that would make (or with the passage of time would make) the representations and warranties in Section 19.3 inaccurate; and

19.3.5. Customer will perform its duties and obligations under this Agreement with due diligence and reasonable care and in a manner consistent with other similarly situated companies

19.4. Warranty Disclaimer. THE SERVICES ARE AND WILL BE PROVIDED "AS IS" AND "AS AVAILABLE" AND PRIORITY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (A) PRIORITY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (B) CUSTOMER ACKNOWLEDGES THAT HOSTING OR TRANSMITTING DATA ONLINE INVOLVES RISKS OF UNAUTHORIZED ACCESS, USE, DISCLOSURE, OR EXPOSURE, AND CUSTOMER HEREBY ACCEPTS SUCH RISKS. PRIORITY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT THE SERVICES ARE COMPATIBLE WITH CUSTOMER'S EQUIPMENT, THAT THE SERVICES ARE FREE OF VIRUSES, WORMS, BOTS, OR ANY OTHER HARMFUL, INVASIVE, MALICIOUS, OR CORRUPTED FILES, OR THAT DATA SENT THROUGH THE SERVICES WILL NOT BE ACCESSED, USED, DISCLOSED, OR EXPOSED THROUGH ERRORS OR ACTIONS OF THIRD PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT HAS INDEPENDENTLY EVALUATED PRIORITY AND THE SERVICES AND THE SERVICES' APPLICATION TO COMPANY'S NEEDS. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE UNIFORM COMMERCIAL CODE AND THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT WILL NOT APPLY TO THE AGREEMENT.

20. Confidentiality.

20.1. Confidential Information. "Confidential Information" means any non-public or proprietary information (whether or not marked "confidential") of a Party that such Party ("Disclosing Party") directly or indirectly discloses or makes accessible to the other Party ("Receiving Party") or that a reasonable person would consider to be confidential or proprietary, without regard to form, including the Disclosing Party's (i) business plans, strategies, know-how, portfolios, or objectives; (ii) products, technology, and marketing plans; (iii) pricing structure; (iv) financial information; (v) actual and potential customers and vendors lists; (vi) operating policies and manuals; (vii) personnel information; (viii) systems, software, programs, methods, techniques, formula, patterns, drawings, and processes; (x) other technical or nontechnical data; and (x) information of similar nature received from third parties that Disclosing Party treats as confidential. Notwithstanding the foregoing, Confidential Information does not include any information that (a) is or subsequently becomes publicly available without Receiving Party's or any of its representatives or agent breach of any obligation owed to Disclosing Party (or any other person); (b) was known by Receiving Party prior to Disclosing Party's disclosure of such information; (c) is disclosed to Receiving Party by a third party without breach of this Agreement; or (d) is independently developed by Receiving Party without reference to or use of Confidential Information, as demonstrated by reasonable written records.

20.2. Ownership of Confidential Information. Confidential Information remains the property of Disclosing Party. Receiving Party acknowledges and agrees that the disclosure of the Confidential Information does not confer upon Receiving Party any license, interest or rights of any kind in or to the Confidential Information except for those limited rights as set forth in this Agreement.

20.3. **Obligations.** Receiving Party shall keep the Confidential Information confidential and shall exercise at least the same degree of care as it employs with respect to its own information of a like nature, but in any event no less than a commercially reasonable degree of care, to prevent unauthorized disclosure or use of Confidential Information. Receiving Party shall use Confidential Information solely in connection with performance of its obligations and the exercise of its rights hereunder. Receiving Party may disclose Confidential Information only to its employees, officers, directors, agents, and professional advisors who have a need to know such Confidential Information in connection with Receiving Party's obligations or rights under this Agreement, and who have agreed to be bound by confidentiality obligations at least as strict as those set forth herein. Receiving Party shall be responsible for any unauthorized use or disclosure of Confidential Information by such person. Receiving Party may also disclose the Confidential Information to (i) regulatory authorities as may be required by Applicable Law; and (ii) the Customer Clients, but only to the extent necessary to facilitate the Services or to perform its obligations hereunder. In addition, Priority may disclose Customer's Confidential Information to (I) the Banking Partners, card issuers and other third parties, if applicable, for the purpose of facilitating the Services; and (II) any referral or reseller partner that introduced Customer to Priority, but only to the extent that such information is necessary for such partner to perform its contractual obligations to Customer or Priority or to exercise its rights in connection therewith. Receiving Party shall notify Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information and shall cooperate with Disclosing Party to regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. The obligations set forth in this Section 20.3 shall continue during the Term and for a period of three (3) years thereafter; provided, however, with regard to Confidential Information that constitutes a trade secret under Applicable Laws, Receiving Party's obligations under this Section 20.3 shall remain in effect for as long as such information remains a trade secret under Applicable Law.

20.4. **Return; Retention Archival Copies.** Upon written request of Disclosing Party (either during or after the Term), Receiving Party shall return to Disclosing Party or destroy, at Disclosing Party's option, the Confidential Information together with any and all copies, reproductions and samples of any of the foregoing, except that Receiving Party may retain a copy of the Confidential Information for archival and audit purposes. The confidentiality obligations set forth in Section 20.3 shall continue to apply to such retained Confidential Information after the termination or expiration of this Agreement. Notwithstanding the foregoing, Receiving Party is not obligated to erase the Confidential Information commingled with other information or documents of Receiving Party or contained in an archived computer system backup made in accordance with Receiving Party's security or disaster recovery procedures, provided that such commingled documents and archived copies: (i) are handled in the ordinary course of Receiving Party's data processing procedures; and (ii) remain subject to the obligations of confidentiality set forth in Section 20.3 until the destruction of such Confidential Information or the expiration of the confidentiality obligations set forth herein.

20.5. **Equitable Relief.** The Parties agree that the breach of this Section 20 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 20, 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, to enjoin or restrain the disclosure or use of such Confidential Information in violation of this Section 20.

21. Non-Solicitation.

21.1. **By Customer.** During the Term and for a period of one (1) year thereafter, Customer 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 Business Entity or other person that Customer 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 or substantially similar to any of the Services.

21.2. **By Priority.** During the Term and for a period of one (1) year thereafter, Priority agrees that it will not, directly or indirectly, solicit or encourage any Customer Clients to terminate any agreement in force with Customer.

22. Document Retention. Each Party shall retain complete and accurate books and records relating to the Services and such Party's performance of its obligations hereunder during the Term and for a period of seven (7) years, or as otherwise required by law, whichever is longer, and shall reasonably make them available to the other Party upon request for legal and regulatory purposes.

23. Indemnification.

23.1. Indemnification by Customer. Customer shall indemnify, defend and hold harmless Priority, its Affiliates, and their respective officers, directors, employees, agents, and permitted assigns from and against any and all expenses, losses, liabilities, damages, fines, 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, including any Customer Client or any regulatory authorities, as a result of (i) Customer's material breach of any representation, warranty, or covenant hereunder; (ii) Customer's or, if applicable, the Customer Client's fraud, gross negligence or intentional misconduct in connection with the Services or any of Customer's obligations under this Agreement; (iii) any loss or corruption of data received from or in transit from Customer or the Customer Client; (iv) any Services provided by Priority in reliance on instructions (including payment instructions) received from Customer; or (v) any breach by Customer or a Customer Client of the agreement between Customer and such Customer Client; provided, that the foregoing provisions shall not apply if such Losses result from Priority's (A) fraud, gross negligence or intentional misconduct, or (B) failure to comply with, or to perform its obligations under this Agreement, such as to give rise to such Loss or Claim.

23.2. Indemnification by Priority. Priority shall indemnify, defend and hold harmless Customer, its Affiliates, and their respective officers, directors, employees, and permitted assigns, against any and all Losses arising from any Claims made or brought by a third party, including any Customer Client or any regulatory authorities, as a result of Priority's (i) material breach of any representation, warranty, or covenant hereunder; (ii) fraud, gross negligence or intentional misconduct in connection with the Services or any of Priority's obligations under this Agreement; or (iii) failure to comply with instructions (including payment instructions) received from Customer; provided, that the foregoing provision shall not apply if such Losses result from Customer's or a Customer Client's (A) gross negligence or intentional misconduct, or (B) failure to comply with, or to perform its obligations under this Agreement, such as to give rise to such Loss or Claim.

23.3. Indemnification Procedures. If a Claim is asserted against a party entitled to indemnification under this Section 23 ("Indemnified Party"), Indemnified Party shall promptly notify the Party from whom indemnification is sought ("Indemnifying Party") of such Claim. Indemnifying Party shall, at its sole expense, with counsel reasonably acceptable to Indemnified Party, assume the defense or settlement of the Claim. Indemnified Party shall, at Indemnifying Party's expense, reasonably cooperate with, and provide assistance to, Indemnifying Party in the defense of the Claim. Indemnified Party may, at its own expense, employ its own counsel if it elects to participate in such defense. If Indemnifying Party fails to take charge of the defense of such Claim, Indemnified Party may, upon written notice thereof to Indemnifying Party, assume the defense or settlement of the Claim, and the fees and expenses related thereto shall be borne by Indemnifying Party. Neither Party may settle any Claim without the other Party's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

24. Intellectual Property Infringement.

24.1. If the use of any Priority Technology or Services is held to, or if Priority reasonably believes the use of any Priority Technology or Services is likely to be held to, constitute an infringement or misappropriation of any Intellectual Property Rights of any third party, Priority may, at its option and expense, (i) procure for Customer the right to continue using the applicable Priority Technology or Service; (ii) replace the applicable Priority Technology or Service with a non-infringing, non-misappropriating and functionally equivalent service; (iii) modify the applicable Priority Technology or Service 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 the applicable Service or the use of the applicable Priority Technology and refund a proportionate amount of any fees prepaid by Customer or the Customer Clients for such Priority Technology or Service, as applicable.

24.2. Section 24.1 shall not apply and Priority shall have no obligation to Customer to the extent any claim of infringement or misappropriation is based on any (i) modifications to the Priority Technology or Services 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 other third party equipment or systems used by Customer; and (iii) continued use the infringing Priority Technology or Service after Priority has made available a non-infringing replacement.

24.3. THIS SECTION 24 STATES THE ENTIRE LIABILITY OF PRIORITY, AND CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM THAT THE USE OF THE

SERVICES OR PRIORITY TECHNOLOGY INFRINGES OR MISAPPROPRIATES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

25. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAWS, (A) NEITHER PRIORITY NOR CUSTOMER WILL BE RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES OF ANY KIND, OR FOR ANY LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF ANY DATA, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY) ARISING OUT OF OR RELATING TO THE AGREEMENT, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES OR LOSSES; AND (B) NEITHER PRIORITY NOR CUSTOMER WILL BE RESPONSIBLE OR LIABLE FOR DAMAGES OR LOSSES ARISING OUT OF OR RELATING TO ANY DELAYS OR PROBLEMS CAUSED BY ANY TELECOMMUNICATIONS CARRIERS, INTERNET SERVICE PROVIDERS, OR OTHER COMMUNICATIONS NETWORK PROVIDERS OR THE BANKING SYSTEM. FURTHER, PRIORITY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY PERFORMANCE FAILURE OR OTHER ACT OR OMISSION OF ANY THIRD PARTY OUTSIDE OF PRIORITY'S REASONABLE CONTROL (E.G., NETWORKS). THE DISCLAIMER OF DAMAGES SET FORTH IN THIS SECTION 25 WILL NOT APPLY TO LIABILITY FOR EITHER PARTY'S MISAPPROPRIATION OF INTELLECTUAL PROPERTY, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD. THE PARTIES HEREBY AGREE THAT ANY AMOUNTS PAYABLE PURSUANT TO THEIR INDEMNIFICATION OBLIGATIONS UNDER SECTION 23 WILL BE CONSIDERED TO BE DIRECT DAMAGES FOR PURPOSES OF THE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAWS, COMPANY ACKNOWLEDGES AND AGREES THAT PRIORITY'S AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID RECEIVED BY PRIORITY FROM COMPANY OR ON BEHALF OF COMPANY (THROUGH A PARTNER) UNDER THE AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING, OR THE DURATION OF THE AGREEMENT UP TO, WHICHEVER IS SHORTER, THE EVENT GIVING RISE TO SUCH DAMAGES OR LOSSES.

26. Audit.

26.1. Books and Records. Priority may, from time to time during the Term of the Agreement and for two (2) years thereafter, require an audit of the books and records of Customer relating to the Services; provided that (i) Priority will provide no less than sixty (60) days prior written notice of the requested audit unless Priority is required by a regulator having jurisdiction over it to provide materials sooner, in which case, Priority will provide as much advance notice as possible; (ii) Priority will use its commercially reasonable efforts to ensure that the audit will not disrupt the ordinary operations of Customer; (iii) the audit may be performed by an independent third party that executes a confidentiality agreement with terms substantially similar to the terms contained in Section 20 (Confidentiality) of the Agreement; (iv) Priority shall be responsible for the costs, fees and expenses incurred in connection with any audit; and (v) Priority may not conduct more than one audit per year pursuant to this Section, unless any such audit reveals an undisputed material deficiency, in which case one subsequent audit may be conducted upon reasonable written notice solely to confirm the resolution of the material deficiency; provided, however, that if such audit reveals that such deficiency remains unresolved then this audit process will remain in effect.

26.2. Other Steps. If any audit conducted by Priority pursuant to this Agreement reveals material deficiencies or issues, Customer will prepare in good faith a commercially reasonable action plan to address such deficiencies or issues, present such plan to Priority as promptly as practicable, implement such action plan in a commercially reasonable manner as promptly as practicable, and communicate with Priority on an ongoing basis about the implementation of such action plan.

27. Right to Interplead. Should any controversy arise between the Parties hereto or between either Party and a third party with respect to the funds in any Account or any Passport Account owned by a Customer Client or its authorized users, Priority shall have the right to institute an appropriate interpleader action to determine the rights of the parties involved with regard to such funds. Any interpleader action instituted in accordance with this section shall be filed in any federal or state court located in Fulton County, Georgia, and the funds in dispute shall be deposited with such court. In such event, Priority shall be relieved of and discharged from any and all obligations and liabilities under and pursuant to this Agreement with respect to such funds and any other obligations hereunder or related thereto. Priority shall have the right to recoup any and all costs or expenses incurred by it in conjunction with any actions taken

by it pursuant to this section by deducting and offsetting such costs and/or expenses from any Account or any Revenue Share otherwise due and payable to Customer pursuant to Section 13.3.

28. Miscellaneous.

28.1. Independent Contractors; No Third-Party Beneficiary. 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. Neither Party has any authority, and neither Party may 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 benefit of the Parties hereto and their respective Affiliates, successors and permitted assigns. Except as otherwise set forth herein, nothing herein is intended to confer on any third party any legal or equitable right or benefit hereunder, or any ability to independently enforce this Agreement.

28.2. Assignment. Neither Party may assign or transfer (including by operation of law) this Agreement to any third party without the prior written consent of the other Party, except that Priority may assign this Agreement without Customer'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 shall be binding on the Parties and their respective permitted successors and assigns. Any assignment in violation of this Section will be null and void.

28.3. 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 without the consent of the other Party in filings required by securities laws and other Applicable Laws.

28.4. Force Majeure. Neither Party shall be liable for any failure or delay in performing its obligations hereunder if such failure or delay is caused by conditions beyond its reasonable control, including acts of God, fires, floods, embargoes, governmental restrictions, strikes, riots, wars or other military action, acts of terrorism, civil disorders, or pandemics (each, a "Force Majeure Event"). Market conditions and fluctuations of either Party's business shall not be deemed a Force Majeure Event. The Party whose performance is affected by a Force Majeure Event shall promptly notify the other Party with reasonable details. The obligations of the Party affected by a Force Majeure Event shall be suspended for the duration of such Force Majeure Event; provided that such Party shall use its commercially reasonable efforts to mitigate the impact of the Force Majeure Event and shall resume the performance as soon as such Force Majeure Event ends.

28.5. Notices. All notices and other communication required or permitted to be sent by Priority under this Agreement shall be in writing and delivered electronically as provided in Section 18. Notices shall be deemed given on the date when such notices are sent electronically. All notices and other communication required or permitted to be sent by Customer to Priority shall be in writing and delivered electronically to support@prioritypassport.com. In addition, Customer may contact customer services at 800-475-0811.

28.6. Entire Agreement. This Agreement, together with all exhibits and other attachments hereto, constitutes the entire understanding and final agreement between the Parties with regard to the subject matter hereof. Any prior or contemporaneous agreements, understanding, proposals, presentations, promises, or representations between the Parties concerning the subject matter of this Agreement are merged into and superseded by this Agreement. In the event Customer has previously agreed to an online version of this Agreement, the online version is superseded and replaced by this Agreement.

28.7. Modification; Waiver. Except as otherwise provided herein, no modification of this Agreement will be valid unless in writing and signed by authorized representatives of the Parties. 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.

28.8. Severability; Further Assurances. If any provision of this Agreement is held invalid or unenforceable, that provision shall 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 shall remain unaffected. Each Party agrees, without any additional consideration and upon the reasonable request of the other party, to execute and deliver to the requesting Party any further legal instruments or documents, and to perform any actions, which are or may become necessary to effectuate or carry out the purposes of this Agreement.

28.9. Survival. The obligations of the Parties incurred prior to the termination or arising from Services provided prior to the termination shall survive the termination of this Agreement. In addition to those sections which by their terms survive, Section 1 (Definitions), Section 3.5 (Customer Acknowledgement), Section 13 (Compensation), Section 14.3 (Effect of Termination), Section 15.4 (Integration) (with regard to the first sentence only), Section 16.1 (Ownership of Technology), Section 16.3 (Restrictions), Section 17.1 (Customer Client Information), Section 18 (Consent to Use Electronic Signatures and Communication), Section 19.4 (Warranty Disclaimer), Section 20 (Confidentiality), Section 21 (Non-Solicitation), Section 22 (Document Retention); Section 23 (Indemnification), Section 24 (Intellectual Property Infringement), Section 25 (Limitation of Liability), Section 26 (Audit), and Section 28 (Miscellaneous) shall survive the termination of this Agreement for any reason.

28.10. Construction. The headings are inserted for convenience only and are not intended to have any legal effect. Singular or masculine terms shall include the corresponding plural or feminine terms, and vice versa. The term “including” and its variants mean “including, without limitation”. The term “shall” means “having a duty to.” Any references to laws or regulations are deemed to refer to such law or regulation as amended from time to time. This Agreement is the result of negotiations between equal Parties represented by counsel. This Agreement shall not be interpreted adversely to a Party based on any principle interpreting contract clauses against the drafter.

28.11. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts 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.

28.12. 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. 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.

28.13. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transmission method. Any counterpart so delivered shall be deemed to have been duly and validly delivered for all purposes.

SCHEDULE A

SERVICE FEES
(to be attached)

EXHIBIT A-1

Prohibited Companies

<u>For Merchant Services</u>		
Description	Description	Description
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"> • Casinos and card clubs; • Brokers/dealers in securities; 		

- Dealers in precious metals, stones or jewels;
- Bulk currency shipment companies;
- Marijuana-related business
- Crypto-related businesses

For ACH Services and Passport Services

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| <ul style="list-style-type: none"> • Adoption Agencies (non or for profit) • Adult Entertainment / Pornographic / Adult Material • Bail Bonds Services • Brokers/dealers in securities • Bulk currency shipment companies • Casinos and card clubs • Companies headquartered outside the United States and Canada • Companion or Escort Services / Sexual Encounter Agencies • Consulting Firms Operating in get rich schemes, credit repair, & mortgage reduction services, investment programs • Credit Restoration / Repair Services • Crypto-related businesses Dealers in precious metals, stones or jewels • Door-to-Door Sales • Drug Paraphernalia • E-Cigs / Tobacco Distributor • Flea Markets • Gambling / Lotteries / Raffles • Law Firms engaged in bankruptcy • Mailing Lists • Marijuana-related businesses • Massage Parlors • Mortgage Companies | <ul style="list-style-type: none"> • Protection Services • Pseudo - Pharmaceuticals • Psychics • Neighborhood Party Sales • Non-Fungible Transactions (NFTs) • Nutraceutical Companies • Online Customer Finance • Online Dating Services • Outbound Telemarketing • Payday Lending Pyramid/Mid-Level Sales • Remotely Created Checks • Sports Forecasting • Tattoo Parlors • Tax Anticipation Programs • Time Share • Travel Agencies • Virtual Coin / Bit Coin |
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EXHIBIT A-2

Restricted Companies

<u>For Merchant Services</u>	
<ul style="list-style-type: none">• Auctions (penny auctions)• Cable Boxes (grey market satellite dealers/cable box descramblers)• Credit Card Protection• Prepaid Services (prepaid phone cards, advance ticket sales)• Resort Land Promotions (travel/vacation clubs with memberships, timeshare marketing/recovery/maintenance)• Student Loan Assistance Companies / Government Grants (financial aid/scholarships/grants)• Technology Support/Cloud Storage (cyber lockers)• Telephone Cards (phone cards)	
<u>For Commercial Credit Card Services, Passport Services, and ACH Services</u>	
<ol style="list-style-type: none">1. Airlines2. As Seen on TV / Lifetime Guarantees3. ATM Operators/Virtual Currency ATMs4. Auctions5. Auto Rental Agencies & Auto Sales6. Bars / Tavern (not serving food)7. Business Loans B2B Lending8. Cable Boxes9. Check Cashing Institutions10. Collection Agencies11. Computer Hardware & Software (Retail)12. Consignment Stores13. Consumer Loans / Leases14. Contractors / Home Repairs15. Cooperative Discount Groups16. Credit Card Protection17. Debt reduction18. Employment Agencies19. Factoring20. Forward Delivery Providers21. Freight Forwarders22. Furniture Sales23. Gun Sales24. Hair Growth and/or Replacement / Vitamin & Supplement Sales25. Health Spas / Clubs (Except Country Clubs)	<ol style="list-style-type: none">26. Home Based Charities27. Import/Export28. Inbound Telemarketing29. Internet Fulfillment Houses30. Investment Opportunities31. Limousine or Tax Services32. Long Distance Providers / Network Providers33. Mall Kiosks34. Merchant Cash Advance35. Modeling Agencies / Talent Booking Agencies36. Moving Brokers37. Network Providers38. Novelty/Replica Collectibles39. Nutraceutical Companies40. Pawn Shops41. Precious Metal or Stamps42. Prepaid Services43. Real Estate Services44. Resort Land Promotions / Sale of Real Estate45. Resume Preparers46. Student Loan Assistance Companies / Government Grants47. Talent Booking Agencies48. Telephone Cards49. Third Party Processor / Third Party Sender50. Water Purification