

## Priority General Terms and Conditions

By executing and submitting a Priority Agreement Application (the "Application"), you (the "Customer") agree that, if approved, these Priority General Terms and Conditions and any exhibits attached hereto (as amended from time to time, the "Terms," and together with the Application, the "Agreement") govern your use of the Priority Services (as defined below) provided by Priority Technology Holdings, Inc. and its subsidiaries, including Priority, LLC (collectively, "Priority"), directly or through its authorized contractors.

**1. Nature of Services.** Subject to the terms and conditions of this Agreement, Priority may provide Customer various payment processing services described in Section 2 (the "Priority Services"). The Priority Services may only be used for payments to suppliers, merchants, or other business payees of Customer ("Suppliers") located within the United States and for services provided in the United States, and only by authorized employees and other users of Customer; provided that Card payments may be made to suppliers that accept Card payments anywhere. Priority may modify the manner in which the Priority Services are provided and the features thereof in its discretion, and such Services may be subject from time to time to additional terms and conditions that will be provided by Priority.

**2. Priority Services.** Subject to the applicable terms for each Priority Service, availability, and credit approval, Priority will provide the following Services to Customer based on Customer's selection, as applicable:

**2.1. Cards.** (I) The "Priority Card" is a commercial credit card, for use through the Visa network (the "Network"), which may be issued as a fleet, purchasing, travel and entertainment, or multi-use card. If approved, Customer will receive one or more Priority Card accounts issued by Sutton Bank, headquartered in Ashland, Ohio ("Issuing Bank"). (II) Priority offers a virtual card payment solution through which payments for Customer to Suppliers are paid using virtual credit cards issued by Issuing Bank through the Network ("Virtual Cards" and together with Priority Cards, "Cards"). The Virtual Cards may be used internationally. Currency conversion fees will be assessed by the Network. Such conversion fees will be added to the transaction and charged to Customer as set forth in **Exhibit A**.

**2.2. Proxy Pay.** Where mutually agreed upon, Priority will offer proxy pay services to initiate Virtual Card payments on behalf of Customer to its Suppliers ("Proxy Pay"). Proxy Pay may be performed either by interactive voice response, phone, or CPX xChange. Priority reserves the right to reject, in its reasonable discretion, providing the Proxy Pay services to Suppliers whose proxy pay transactions fail to meet the Standard Proxy Pay criteria. A "Standard Proxy Pay" means a proxy payment request that (i) includes no more than ten (10) invoices; (ii) includes the applicable Supplier's account information as requested by Priority; and (iii) is received by Priority no less than five (5) business days prior to the earliest invoice due date.

**2.3. CPX Direct.** Priority offers Suppliers the option to accept Virtual Card payments through the Supplier's card processing account with Priority.

**2.4. AP±.** This is an ACH payments solution in which Suppliers pay a fee to participate. Such fee may be calculated (i) as a flat processing fee; or (ii) as part of Priority's dynamic discounting offering. Under dynamic discounting, Suppliers agree to pay a discount in return for accelerated repayment terms ("Dynamic Discounting"). Additional terms may apply to Customer if Dynamic Discounting is used.

**2.5. Standard ACH.** This is an automated clearing house ("ACH") payments solution in which fees are charged to Customer.

**2.6. Checks.** This is a service where Priority will print and mail checks for Customer to make payments to Suppliers.

**2.7. CPX xChange.** Priority offers an integrated payables system that allows Customer to manage Supplier relationships, initiate payments, and reconcile transactions.

**2.8. Supplier Enrollment.** This is a service whereby Priority and Customer will cooperate to create a Supplier enrollment plan and select acceptable payment methods, and Priority will attempt to enroll Suppliers to accept the selected payment methods. Thereafter, Priority will receive and parse Customer's payment files (to be in a format and delivered in accordance with procedures in each case approved by Priority) for further payment in accordance with Sections 2.1 through 2.6 above.

**2.9. Plastiq Pay.** Plastiq is a proprietary platform and service owned by Priority which offers Customer the option to fund any vendor payments with a credit card, whether or not such vendors accept payment by credit card (together with other related services, "Plastiq Pay"). With Plastiq Pay, Customer pays Priority the amount of an invoice from a vendor, plus the applicable fee, with any major credit card. Priority will in turn pay the vendor the invoice amount with a payment method, such as check or ACH, that Customer chooses to pay such vendor.

### **3. Additional Terms for Cards.**

**3.1. General.** All Cards issued or used to process payments requested by Customer will remain the property of Issuing Bank and must be returned or destroyed (with certification of destruction) upon request. The Issuing Bank, or Priority at the direction of the Issuing Bank, may cancel, revoke, repossess or restrict the use of any or all Cards at any time, and reserve the right to decline to process any individual transactions. The Cards and the use thereof are subject to the Priority Corporate Credit Card Agreement between Issuing Bank and Customer, a copy of which is accessible at <https://prioritycommerce.com/enterprise-payments/passport/legal-terms/>. In addition, the Cards may be subject from time to time to additional terms and conditions that will be provided by Priority.

**3.2. Credit Limit.** If Customer is approved for Priority Cards or Virtual Cards accounts ("Accounts"), Priority will establish a credit limit for each Account and allow Customer to make purchases on credit through a Card up to such credit limit within a specific Payment Terms as set forth in Section 9.3 below. Priority, in its sole discretion, will be responsible for determining the amount of any such credit limit according to its underwriting criteria and other relevant factors. Customer may not be eligible, and Priority reserves the right to reject Customer, for Accounts. Priority may also revoke, limit, reduce or increase a credit limit in its sole discretion. Any credit limit established for any Account established for Customer will be subject to periodic review and adjustment by Priority. Priority will communicate the initial amounts of any approved credit limits for any Accounts to Customer at the time Customer's Accounts are approved or activated. Approved credit limits, Payment Terms and manner of payment are incorporated herein.

**3.3. Repayment.** Priority will invoice Customer for purchases made using Cards according to the Payment Terms and credit limits. Customer will designate a deposit account for the repayment of Card transactions (the "Customer Bank Account"). If Customer selected or is required to make payment through Debit ACH, Customer must ensure it has at all times sufficient funds in its Customer Bank Account to cover the amounts due on any given day according to the repayment terms for the Customer's Accounts. In all cases, Customer will be required to ensure that its unpaid balance on each Account, including all pending or unbilled transactions, fees, and other charges, does not exceed the established credit limit for such Account. Priority may require immediate payment of outstanding amounts, suspend further Card use, and/or impose additional fees, if Customer exceeds its credit limits or fails to make full or timely payment on any amounts owed. Customer agrees to pay the reasonable costs of collection undertaken with respect to any delinquent amounts payable by Customer or any Priority Services provided hereunder.

**3.4. Non-Revolving.** Credit extended through any Card is not revolving and the total amount due on each periodic statement is due and payable in full by the date shown on the statement. This amount includes transactions posted since the last statement date, applicable fees, amounts past due, late payment charges, charges for returned checks and other applicable charges.

**3.5. Card Incentive Plans.** If Customer requests Priority Card or Virtual Card services, it may be eligible to participate in an incentive program for revenue share (the "Priority Card and Virtual Card Incentive Plan" and collectively, "Card Incentive Plan"). To be eligible to receive payments under the Card Incentive Plan, Customer must: (i) receive Priority Card or Virtual Card services as part of its Priority Services; (ii) be current on all its Account payments; and (iii) be in compliance with all terms of the Agreement. For purposes of clarification, Customer understands that Customer will not be eligible to receive compensation under the Card Incentive Plan for any billing period in which Customer is delinquent in any payment due to Priority for any product or service, even if Customer cures such delinquency after the billing period, or if Customer is otherwise reasonably determined to be ineligible by Priority. Once Customer has cured such non-payment and other ineligibility factors, Customer will be eligible to receive incentive payments again for the periods after Customer has cured such ineligibility factors. If Customer (including any of its affiliates) is also participating in an AP+ Incentive Plan (as defined below), Priority reserves the right to offset any Credit Losses or Fraud Losses (as defined below) against any payments owed to Customer under such Plans.

**3.5.1. Payments.** All payments of revenue share will be made monthly to Customer no later than forty-five (45) days after the last day of the month in which any such payment was earned.

**3.5.2. Calculation.** Priority will determine the appropriate revenue share pursuant to **Exhibit A** based on Customer's Total Net Spend for the applicable period. "Total Net Spend" means Customer's total purchases with Priority Cards or Virtual Cards, minus any cash advances, credits, or chargebacks, each incurred or applied in the applicable period (monthly or annual). Priority will (i) multiply (a) the difference of Total Net Spend minus Reduced Interchange (i.e. Large Ticket, Level 3 Data Rate etc.) transaction volume, by (b) the basis point or percentage tier for the period as set forth in **Exhibit A**; (ii) multiply the Reduced Interchange transaction volume by 0.005 (50 basis points); (iii) add the results of (i) and (ii); and (iv) subtract the outstanding Credit Losses or Fraud Losses from the result of (iii). The result of (iv) will be the

Card Incentive Plan payment. "Credit Losses" means all amounts unpaid or otherwise due to Priority by Customer or any of its affiliates in connection with any Cards, including any related collection costs incurred by or on behalf of Priority. "Fraud Losses" means all amounts that are unpaid or otherwise due to Priority by the Customer or any of its affiliates in connection with any Card as a result of the Card being lost, stolen, misappropriated, improperly used, compromised, or used without authorization, including collection costs incurred by or on behalf of Priority and any costs or charges imposed on Priority or its affiliates or Issuing Bank by the Network in connection with such events.

#### **4. Additional Terms for AP+ and Standard ACH.**

**4.1. Acknowledgment.** Customer acknowledges that AP+ and Standard ACH are provided by Priority pursuant to this Agreement by virtue of Priority's contractual relationship with SouthState Bank, N.A. of Winter Haven, Florida, or another bank chosen by Priority, acting as the Originating Depository Financial Institution (the "ODFI"), which is a federally-insured financial institution regulated by federal and state banking agencies ("Agencies"). Priority, the ODFI, and the Agencies are relying upon the accuracy of all information provided by Customer and Customer's performance of its obligations hereunder. Customer and Priority acknowledge that the ODFI is a third-party beneficiary of this Agreement with regard to the ACH services, and ODFI has all the rights under this Agreement as if it were a party thereto. Customer agrees and acknowledges that all ACH transactions must comply with all applicable federal and state laws and the NACHA Network Operating Rules (available at [www.nacha.org](http://www.nacha.org)) ("ACH Network Rules").

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

**4.3. Authorization.** Customer hereby authorizes Priority, directly or through its affiliates and contractors, to effect Entries from the bank account(s) designated by Customer for AP+ or Standard ACH (the "ACH Accounts"), which may be the same or a different account from the Customer Bank Account. Customer agrees that the ACH payment instructions it sends to Priority will constitute authorization for the origination of an ACH Entry on Customer's behalf. This ACH authorization will remain in full force and effect unless and until thirty (30) days after Priority has received written notification from Customer of termination of the ACH authorization, by email to [CPXAcctMgmt@prioritycommercialpayments.com](mailto:CPXAcctMgmt@prioritycommercialpayments.com). Upon Priority's receipt of Customer's notice of termination of this ACH Authorization, Customer's use of the ACH services will automatically be terminated and any amounts owed to Priority will become immediately due and payable. Notice of termination of the ACH Authorization will not affect debit or credit Entries initiated

within thirty (30) days following Priority's actual receipt of the notice of termination.

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

**4.5. AP+ Incentive Plan.** If Customer requests AP+ services, it may be eligible to receive a portion of the flat processing fee or discount (the "AP+ Incentive Plan"). To be eligible to receive payments under the AP+ Incentive Plan, Customer must (i) be receiving the AP+ services as part of its Priority Services; (ii) be current on any Fees or other amounts owed to Priority in connection with AP+; and (iii) be in compliance with all terms of the Agreement. For purposes of clarification, Customer understands that Customer will not be eligible to receive compensation under the AP+ Incentive Plan for any billing period in which Customer is delinquent in any payment due to Priority, even if Customer cures such delinquency after the billing period, or if Customer is otherwise reasonably determined to be ineligible by Priority. Once Customer has cured such non-payment and other ineligibility factors, Customer will be eligible to receive incentive payments again for the periods after Customer has cured such ineligibility factors. If Customer (including any of its affiliates) is also participating in a Card Incentive Plan, Priority reserves the right to offset any Credit Losses or Fraud Losses against any payment owed to Customer under such plans.

**4.5.1. Payments.** All payments of revenue share will be paid monthly to Customer no later than forty-five (45) days after the last day of the month in which any such payment was earned.

**4.5.2. Calculation.** Priority will determine the appropriate revenue share pursuant to **Exhibit A** based on Customer's Total Net Volume for the applicable period. "Total Net Volume" means Customer's total purchases using AP+, minus any chargebacks, rejected payments, Fraud Loss, Credit Loss, and other direct costs related to such AP+ transactions in the applicable period. The AP+ Incentive Plan payment shall be the result of (i) the product of the Revenue for the period *multiplied by* the appropriate percentage of revenue share set forth in **Exhibit A**; *minus* (ii) the Credit Losses and Fraud Losses. "Revenue" means all revenue received by Priority through Customer's AP+ transactions, whether through flat AP+ fees or Dynamic Discounts.

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

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

**4.8. Notice of Returned Entries and Notifications of Change.** Priority will notify Customer of the receipt of a returned Entry from the ACH Network no later than one (1) banking day after the banking day of such receipt. Priority will have no obligation to retransmit a returned Entry to the ACH Network if Priority complied with this Agreement with respect to the original Entry. Priority will provide Customer all information, as required by the ACH Network Rules, with respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry received by Priority relating to Entries transmitted by Customer. Priority will provide such information to Customer within one (1) banking day of the settlement date of each NOC Entry or Corrected NOC Entry. Customer will ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Customer's receipt of the NOC or Corrected NOC from Priority or prior to initiating another Entry to the Receiver's account, whichever is later.

**5. Additional Terms for Checks.** If Customer has selected Priority check services, Priority will use reasonable efforts to ensure that requests for printing and mailing checks will be made in a timely fashion. Priority makes no promises, representations, or warranties regarding the amount of time needed to complete printing or delivery of the checks. Customer agrees that Priority will not be liable for any actual, direct, indirect, or consequential damages arising from any claimed delay. Checks are only printed or mailed during standard business days.

## **6. Additional Terms for CPX xChange.**

**6.1. License.** To the extent access or use of CPX xChange is provided to Customer, Priority grants Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable right and license, through a web browser and user interface, to access and use CPX xChange while Customer is receiving the applicable Priority Services. Access and use will be solely for the internal business purposes of the Customer in connection with enabling, administering, and managing payments solutions and related transactions effected through Priority's systems. Access and use of CPX xChange and related functionality are provided as a service. Customer will not receive any copy of software or data from Priority. Priority or its licensors own all right, title, and interest, including all intellectual property rights, in and to CPX xChange and related technology and all data collected by or on behalf of Priority or its affiliates in connection with the use of CPX xChange, and they are the Confidential Information of Priority and its licensors.

**6.2. Authorized Users.** Customer may authorize its employees and agents who have a need to use CPX xChange as set forth in this Section 6 to access and use the CPX xChange platform solely on behalf of Customer ("Authorized Users"). Access and use authorization will be limited to the number of authorized named users or seats issued by Priority in each case. Customer must ensure that each Authorized User keeps the assigned user access

codes and related login credentials for CPX xChange confidential and secure, and is responsible for any use or misuse of CPX xChange or the payment activities that take place through the access codes or credentials of its Authorized Users or from the systems or networks, as applicable, of Customer or its affiliates or contractors.

**6.3. Right to Suspend Access.** Priority reserves the right to suspend or terminate access or use privileges to any or all of CPX xChange for actual or suspected violation of the applicable terms and conditions of use or the access credentials to prevent or mitigate fraud, damage, security vulnerability, malware or intellectual property infringement risks to CPX xChange or its infrastructure, or to comply with applicable laws. Priority reserves the right to cooperate in its sole discretion with law enforcement activities regarding the use of CPX xChange or any of its components, and any payment solutions, functionality or transactions accessible or enabled through it.

**6.4. General Terms.** Customer agrees, and will cause the Authorized Users to agree, to comply at all times with these Terms as well as all policies, terms of use, or similar documents (collectively, "Additional Terms") posted in the CPX xChange portal or otherwise provided to Customer by other means, as the same may be modified by Priority from time to time and are incorporated herein by reference. Customer agrees that the posting of such Additional Terms on the applicable CPX xChange website or portal constitutes sufficient notice, and the access or use by Customer or any of its Authorized Users of such website or portal constitute acceptance of such Additional Terms.

**7. Additional Terms for PlastiQ Pay.** PlastiQ Pay services are governed by the Terms of Service accessible [here](#) (the "TOS"), which may be amended by Priority from time to time. By electing to use PlastiQ Pay, Customer agrees to be bound by the TOS.

## **8. Term and Termination.**

**8.1. Term.** Unless earlier terminated by either party as set forth in this Agreement, this Agreement is for an initial term of five (5) years (the "Initial Term") commencing on the date that both Priority and Customer have executed this Agreement (the "Effective Date"). Unless terminated by either party as set forth in this Agreement, this Agreement will automatically renew for successive one (1) year periods after the end of Initial Term and each renewal term (together with the Initial Term, the "Term").

**8.2. Termination for Convenience.** Either party may terminate the Agreement by providing the other party with thirty (30) days' prior written notice of termination.

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

using Customer's systems is determined or suspected to be illegal or fraudulent; or (ix) Customer is involved in such events, activities, or government investigations that could, in the reasonable judgement of Priority, damage the reputation or goodwill of Priority. Unless it is prohibited by applicable laws, Priority will use reasonable efforts to provide Customer with advance notice of any such events. Without limiting or diminishing any other remedies, Priority will have the right to withhold or delay the issuance of, or to suspend or deactivate, any Card or other Priority Services hereunder in the event Customer fails to comply fully with the Terms or violates any applicable laws or regulations.

**8.4. Effect of Termination.** Customer's obligation to pay all Account balances, transactions, Fees and Transaction Charges (each as defined below), and other outstanding amounts accrued or incurred prior to the effective date of the termination or expiration of this Agreement will survive such termination or expiration and be payable to the applicable party in accordance with this Agreement. Upon termination or expiration of this Agreement, the Priority Services will terminate. Customer is solely responsible for making alternate arrangements for payment services from and after such termination or expiration.

## **9. Fees, Invoicing and Payment.**

**9.1. Fees.** Customer agrees to pay Priority, based on the Payment Terms agreed to by the parties (as it may be modified as set forth in this Agreement), all fees set forth in **Exhibit A**, and other expenditures, additional service fees, special fees, international and foreign transaction fees, and costs and charges (collectively, "Fees") if any, incurred for or with respect to the Priority Services, together with any and all transaction amounts processed using the Priority Services for Customer or anyone authorized to use or otherwise uses the Priority Services or Customer's Accounts (collectively, the "Transaction Charges"). Transaction Charges also include unauthorized charges as provided for in Section 10.5 below. Priority reserves the right to modify the Fees applicable to the Priority Services from time to time. The Fees applicable as of the Effective Date of this Agreement are set forth in **Exhibit A** and incorporated herein. Priority will notify Customer electronically or by mail or website posting of any change it makes to the Fees, and such change will be effective no earlier than the date of receipt by Customer of such notice.

**9.2. Taxes.** Except for Priority income tax, Customer will pay, or reimburse Priority for, any and all applicable sales, use, services, excise, franchise or other taxes, and any applicable governmental assessments or charges (individually and collectively, "Taxes"), whether federal, state or local, however designated, which are levied or imposed or required to be paid with respect to the execution of this Agreement, the provision of the Priority Services or Customer's access or use of the Priority Services.

**9.3. Payment Terms.** Customer agrees to the Payment Terms for Transaction Charges as indicated in the Application. As used herein, the specific "Payment Terms" shall have the following meanings: (i) a "daily" Payment Term refers to daily bill, daily pay; and requires Customer to pay in full on the day after the Transaction Charge or Fee is incurred; (ii) a "weekly" Payment Term refers to weekly bill, weekly pay; and requires Customer to pay the Transaction Charges or Fees in full one (1) day after each weekly payment processing period as designated by Priority; and (iii) a "monthly" Payment Term refers to monthly bill, monthly pay; and requires Customer to pay the Transaction Charges or Fees in full within three (3) days after each monthly payment processing

period as designated by Priority. To the extent payments are made by Priority by initiating an ACH debit, Priority reserves the right to effectuate such ACH debit to the Customer Bank Account or ACH Account on the days set forth above or any other subsequent business day.

**9.4. Invoicing and Payments.** Customer agrees that payments for Fees and Transaction Charges are due to Priority at the time they are incurred, and payable in accordance with terms set forth herein and the Payment Terms, as applicable. Depending on how Customer obtained the Priority Services, Priority, or the third party that is authorized by Priority to resell the Priority Services, and that introduced Customer to Priority (the “Reseller”), will provide an invoice or similar payment advice (which may be electronic or by other means determined by Priority) to Customer within five (5) days of the month for the Fees incurred by Customer in the preceding month, and such invoice is payable within 30 days of the date of such invoice. Customer’s obligation to pay, however, is not contingent upon delivery of an invoice or payment advice. Customer hereby agrees to pay the Transactions Charges and Fees on a timely manner, in accordance with the terms set forth herein and the then-approved Payment Terms, as applicable. If payment is not received (or if an invoice is not paid in full) when due, a late fee may be imposed by Priority. If Customer is eligible to receive incentive payments as provided herein, without limiting any other rights of Priority, any outstanding Fees, Transaction Charges, and other amounts owed to Priority may be offset by Priority against the incentive payments otherwise due and payable to Customer. Priority’s rights and remedies under this section are cumulative. Priority will apply all payments received in the reverse order of due dates. Customer is responsible for keeping its own records for all payments made and transactions requested relating to the Priority Services. In addition, Customer must notify Priority of any error in any Fees and Transaction Charges within 90 days after the payment due date. Customer is deemed to have waived the right to dispute any Fees or Transaction Charges after such 90-day.

**9.5. Chargebacks.** Priority will deduct from the amount otherwise owed to Customer any chargebacks that Priority has incurred on the Account.

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

**9.7. Repayment Authorization.** Customer hereby authorizes Priority to effect ACH credits and debits from the Customer Bank Account and ACH Account. If Customer elects or is required to make payments to Priority by ACH debit, Customer authorizes Priority to debit the Customer Bank Account and ACH Account for the repayment of Fees, Taxes and Transaction Charges (the “ACH Authorization”) and agrees to deposit adequate and sufficient funds in the Customer Bank Account and ACH Account prior to each ACH debit made by Priority. Customer agrees this ACH Authorization remains in full force and effect until thirty (30) days after Priority has received written notification of termination of the ACH Authorization from Customer by email [CPXAcctMgmt@prioritycommercialpayments.com](mailto:CPXAcctMgmt@prioritycommercialpayments.com). Upon Priority’s receipt of Customer’s notice of termination of this ACH Authorization, Customer’s use of the Priority Services will automatically be terminated and any amounts owed to Priority will become immediately due and payable. In the event that a Customer Bank Account or ACH Account, at any time, has not both

been properly designated and subject to a valid ACH Authorization, Priority may cease to provide the Priority Services until such time as a Customer Bank Account or ACH Account is designated and authorized. Notice of termination of the ACH Authorization will not affect debit or credit Entries initiated within thirty (30) days following Priority’s actual receipt of the notice of termination. Customer acknowledges that the origination of ACH transactions to a Customer Bank Account or ACH Account must comply with all applicable provisions of U.S. law and with the ACH Network Rules.

## **10. Use of the Priority Services.**

**10.1. General.** Customer agrees to comply with, and will not use the Priority Services in violation of, any applicable laws and regulations, including, but not limited to, U.S. economic sanctions laws administered by the Office of Foreign Assets Control, Network or ACH Network regulations, or this Agreement. Customer is solely responsible for its and its affiliates’ and contractors’ and agents’ (and their respective personnel) compliance with applicable laws and regulations and this Agreement.

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

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

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

**10.5. Liability for Unauthorized Use; Lost or Stolen Cards.** Except as expressly set forth in this section, Customer understands and agrees that Customer is fully liable for the unauthorized use of the Priority Services, including any Card, and all charges made and fees incurred with respect thereto. Customer agrees to notify

Priority immediately of any actual or suspected loss, theft, or unauthorized use of any of the Priority Services, including unauthorized or fraudulent use of any Card or any passwords or other security codes or procedures relating to such Cards or Priority Services, by calling Priority at 1-866-279-1273 (1-866-CPX-1CRD) or sending an email to [card@support.cpxpayments.com](mailto:card@support.cpxpayments.com). Customer agrees to immediately deactivate all Cards that are or are suspected of being lost, stolen, compromised, or that have been used without authorization. Customer will not be liable for unauthorized charges on a Card that occur after Customer has deactivated such Card and notified Priority thereof. Priority will have the right to suspend or cancel provision of the Priority Services, including any Card, after receiving notice of any actual or suspected unauthorized use, fraud, or lost or stolen Cards.

**10.6. Disputed Items.** Customer is responsible for promptly reviewing any Priority Services invoice, payment advice, or billing statement upon receipt. Customer must notify Priority in writing of any disputed item on Customer's invoice, payment advice, or billing statement (including a description of the dispute or alleged errors and the applicable transactions) within ninety (90) days from the date of the billing statement, or it will be deemed undisputed and accepted by Customer. Unless required by law, Priority is not responsible for any goods, services, or other items charged on the Cards or paid with other Priority Services. If Customer has a dispute with a Supplier, Customer must pay Priority in accordance with this Agreement and attempt to resolve the dispute with the Supplier prior to sending the dispute to Priority. If Customer is unsuccessful in resolving the dispute directly with the Supplier or merchant, Priority will attempt to resolve and process the disputed transaction to the extent it relates to a Card through the Network subject to the Network Rules, but does not guarantee resolution by the Network. Priority is not responsible if any Supplier refuses to honor any of the Priority Services.

**10.7. Stopped Payment.** Customer acknowledges that once a payment is processed using any Priority Services, Priority cannot stop payment or cancel the transaction.

**10.8. Suppliers.** Priority does not guarantee any Supplier's timely receipt or application of payment when Customer uses any of the Priority Services and Priority will not be liable for any late payment charges or interest assessed or any disrupted services between such Supplier and Customer that may result in the event a Supplier fails to timely receive or apply any amounts received for Customer's account.

## **11. Regulation; Verification; Underwriting.**

**11.1. Government Regulation.** To help the government fight the funding of terrorism and money laundering activities, applicable law requires Priority, Priority affiliates the Issuing Bank, the ODFI, the Network, and/or the ACH Network to obtain, verify, and record information that identifies each person who receives access to the Priority Services. Customer will, when requested, provide to Priority, Issuing Bank, the ODFI, the Network, and/or ACH Network as relevant, documentary and other evidence of Customer's identity, those of its beneficial owners, or the identity of any individual to whom Customer provides access to the Priority Services, so that Priority, its affiliates, the Issuing Bank, the ODFI, the Network, and/or the ACH Network may comply with any applicable law or regulation, or Network or ACH Network Rules.

**11.2. Verification.** Customer may not be permitted to receive (and at any time Priority may suspend) the Priority Services if Priority,

Priority affiliates, the Issuing Bank, the ODFI, the Network, and/or the ACH Network cannot verify Customer's identity, financial condition, creditworthiness, or other necessary information, or suspect risk of non-compliance with laws. Customer hereby authorizes Priority, directly or through third parties, to make inquiries, checks, and screens necessary or desirable to validate information concerning the Customer's identity, financial condition, or creditworthiness, including, but not limited to: (i) requiring Customer to confirm ownership of an e-mail address and one or more deposit accounts; (ii) ordering a commercial credit report; (iii) verifying Customer's information against third-party databases or other sources; and (iv) undertaking any other action necessary to verify Customer's information. Notwithstanding any steps taken to verify such information, Customer hereby represents and warrants on behalf of Customer and any person or organization for which Customer acts that all information Customer provides to Priority is complete, accurate, and up to date. Priority will have the right to withhold or delay the issuance of, or to suspend or deactivate, any Card or other Priority Services until Customer provides such information as may be necessary to validate the foregoing, or in the event applicable legal screens do not clear.

**11.3. Disclosure.** Customer agrees that Priority and its affiliates or contractors, in their sole discretion, may disclose information about Customer to satisfy Priority's or its affiliates' or contractors', Issuing Bank's, ODFI's, Network's, or ACH Network's legal obligations under applicable law, including, but not limited to anti-money laundering, trade and economic sanctions laws and/or regulations, or as may otherwise be required by law, court order, or Network or ACH Network Rules. In addition, Priority and its affiliates or contractors may disclose information about Customer to Reseller, but only to the extent that such information is necessary for Reseller to perform its contractual obligations to Customer or Priority.

**11.4. Underwriting.** Customer authorizes Priority, directly or through its affiliates or contractors, to make any credit investigation Priority deems necessary and appropriate, agrees to provide Priority with such financial information as Priority may reasonably require in connection with such investigation, and authorizes Priority and its affiliates to request reports from credit bureaus. Priority or its affiliates may furnish information with respect to Customer's Account to credit bureaus or others who may properly receive such information.

**11.5. Notification.** Customer shall promptly notify Priority if (i) any federal or state regulatory agency has initiated a complaint, lawsuit, investigation, consent order, or other enforcement action against it related to this Agreement; (ii) it has filed, or is subject to, any bankruptcy, liquidation, or insolvency proceedings; (iii) it has undertaken a merger, consolidation, sale or transfer of all or substantially all assets or capital stock, or other business combination; (iv) it has changed its trade name, principal address, telephone number, or email address; or (v) it has changed its business or type of entity.

**12. Data Security.** Each party will comply with all applicable laws, rules and regulations and take reasonable steps, consistent with generally accepted industry standards (i) to safeguard the systems it uses to transmit, process, or store information against any unauthorized access or use, and any viruses and other malicious code, and (ii) to provide reasonable disaster recovery and business continuity capabilities for such systems. In addition, Customer shall comply with the security procedures reasonably required by Priority for any Service and shall apply and implement appropriate security devices ("Security Devices") such as codes,

passwords, user identification technology, tokens, certificates, or other methods of authentication in connection with the use of any Service. Customer acknowledges that the Security Devices are intended for authentication purpose only. They are not intended to detect errors in any transactions initiated by Customer. Customer shall be responsible for detecting and preventing such errors. Priority may change or replace any of the security procedures with regard to any Service from time to time as necessary to maintain the security of Customer and transaction data and to comply with applicable laws. Unless Priority, in its sole discretion, believes that any immediate change is necessary, Priority shall give Customer reasonable advance notice of any such change.

**13. Consent to Electronic Communications.** Customer consents to the electronic delivery of all documents and communication related to the Priority Services, and accepts any future changes to those documents that may be delivered to Customer electronically. By consenting to conduct transactions and receive disclosures and notices electronically, Customer agrees to provide Priority with the information needed to communicate electronically. Customer agrees to keep its e-mail and account information provided to Priority current at all times.

#### **14. Customer Data; Data Analytics.**

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

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

#### **15. Confidential Information.**

**15.1. Confidential Information.** "Confidential Information" means non-public information and materials (whether or not such information or material is marked "confidential") that a party to this Agreement or its affiliate ("Disclosing Party") discloses to or makes accessible to the other party or such other party's affiliate

("Receiving Party") or that a reasonable person would consider to be confidential or proprietary, including but not limited to information pertaining to the business, services, customers or technology, of Disclosing Party, such as (i) business or operating plans, strategies, know-how, portfolios, prospects or objectives; (ii) methods of operation; (iii) relationships with third parties; (iv) systems access credentials; (v) account numbers; (vi) regulatory and legal compliance information; and (vii) financial records and related information. Customer acknowledges and agrees that the terms and conditions of this Agreement, along with the pricing, costs and details of services, transactional information or performance of the Accounts, the software, systems, password-protected portals developed, utilized or maintained by Priority or its affiliates or contractors, the internal operating procedures employed by Priority or its affiliates, technical information, such as file record layouts, and transaction information, including without limitation Card numbers and data gathered at the point-of-sale by Priority, are Confidential Information of Priority and its affiliates or applicable third party licensors, and the exclusive and proprietary property of Priority, Issuing Bank, or ODFI. The BINS (Bank Identification Numbers) assigned to the Cards are the property of the Issuing Bank. Personally identifiable Customer Data that has been de-identified, or aggregated with the data of others, or otherwise rendered anonymous or is not identifiable to Customer, will not be deemed Confidential Information of Customer. Customer is solely responsible for ensuring the confidentiality of Cards, account numbers, passwords, or other security codes or procedures applicable to Customer's and its users' access and use of the Priority Services.

**15.2. Obligations.** Each Receiving Party agrees to (i) treat the Confidential Information of the Disclosing Party confidential, (ii) make reasonable efforts to safeguard the Confidential Information against unauthorized use, (iii) not use the Confidential Information directly or indirectly for any purpose not related to this Agreement or as required for audits, legal, or regulatory compliance, and (iv) not disclose the Confidential Information directly or indirectly to any third party other than its or its affiliates' employees, contractors, funding sources, issuing banks, ODFI, advisors, governmental authorities for purposes relating to this Agreement, or for corporate, audit, legal or regulatory compliance, or to successors or assigns in connection with a sale, transfer, assignment or delegation of this Agreement or any of the services hereunder. In addition, Priority may disclose Customer's Confidential Information to Reseller, but only to the extent that such information is necessary for Reseller to perform its contractual obligations to Customer or Priority. This Section 15.2 does not restrict Data Uses.

**15.3. Equitable Relief.** Priority and Customer agree that the requirements of this Section 15 (collectively, the "Confidentiality Requirements") are of such nature that a breach of the Confidentiality Requirements will cause irreparable harm to the non-breaching party for which monetary damages would not be adequate. Therefore, that parties agree that the non-breaching party will be entitled to seek injunctive relief (without posting a bond or other security) against the breaching party in the event of any breach or threatened breach of any Confidentiality Requirement, in addition to any other rights or remedies available at law or in equity.

**16. Representations, Warranties, and Covenants.** Customer represents, warrants and covenants that (i) it is a governmental, non-profit, or commercial business enterprise; (ii) Customer will not use the Priority Services in violation of any applicable laws,

regulations, or this Agreement; (iii) Customer, its employees, and its other authorized users will use the Priority Services only for valid and lawful business purposes to make payments to Suppliers; (iv) Customer will not make or request a payment to the types of companies listed on **Exhibit B** hereto (as it may be amended by Priority from time to time); (v) Customer will not resell or sublicense the Priority Services to any third parties or use them on a third party's behalf; (vi) it is duly organized, validly existing, and in good standing in its jurisdiction of organization; (vii) the execution and delivery of this Agreement (a) is within its power, has been duly authorized by all necessary corporate action, and will not result in a breach of any organizational document of Customer; (b) does not violate any requirements of applicable law; (viii) does not require Customer to obtain or give any registration with, approval of, notice to, or any action by any other person; and (ix) will not result in a breach of any agreement binding upon Customer; and (x) this Agreement has been duly executed and delivered by Customer and constitutes a legal, valid, and binding obligation of Customer, enforceable in accordance with its terms.

## **17. Disclaimer; Limitation of Liability; Force Majeure.**

**17.1. Disclaimer of Warranties.** Priority disclaims all warranties, express, implied, OR STATUTORY WITH RESPECT TO THE PRIORITY SERVICES OR MATTERS RELATING TO THIS AGREEMENT, including without limitation, warranties of merchantability or fitness for a particular purpose, NONINFRINGEMENT, SECURITY, ADEQUACY OR SUFFICIENCY, UNINTERRUPTED SERVICE, AND ANY IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. THE PARTIES AGREE THAT ANY STATE LAWS ADOPTING THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) DO NOT APPLY TO THIS AGREEMENT AND ANY WARRANTIES CONTAINED THERE ARE EXPRESSLY DISCLAIMED HEREIN.

**17.2. Limitation of Liability – Priority.** Customer acknowledges that performance of the Priority Services is dependent on performance by numerous other parties, including, but not limited to, the Issuing Bank, ODFI, Network, and ACH Network, among others. Priority does not guarantee timely delivery of all payments and will not be liable for any loss or damage of any type suffered by Customer as a result of any delay in the receipt of payments by a Supplier or other payee. Priority and its affiliates and contractors will not be responsible for Customer's or its users' acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or authorization received from Customer) or those of any other person or entity. OTHER THAN PRIORITY'S OBLIGATION TO PAY INCENTIVE PAYMENTS HEREUNDER, IF ANY IN NO EVENT WILL PRIORITY'S TOTAL LIABILITY TO CUSTOMER UNDER THIS AGREEMENT EXCEED TEN THOUSAND DOLLARS (\$10,000.00), REGARDLESS OF THE NUMBER OF CLAIMS OR THE FORM OF ACTION OR DAMAGES. THIS SECTION 17 WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**17.3. Limitation of Liability – Mutual.** EXCEPT AS EXPRESSLY PROVIDED HEREIN AND WHERE THIS EXCLUSION OR LIMITATION WOULD BE VOID OR INEFFECTIVE UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**17.4. Force Majeure.** Neither party will be liable to the other party for any failure or delay in performance hereunder (other than a payment obligation) if such failure or delay is caused by events beyond its reasonable control, including but not limited to, acts of God, embargoes, governmental restrictions, strikes, riots, insurrection, wars, or other military action, acts of terrorism, civil disorders, rebellion, fires, floods, vandalism, pandemic, or sabotage; acts of government, the Network or ACH Network, or regulatory agencies; or failures or fluctuations in electrical power, heat, light, air conditioning, computer or telecommunications services or equipment (each, a "Force Majeure Event"). The party whose performance is affected by a Force Majeure Event will promptly notify the other party, giving details of the situation, and will make reasonable efforts to mitigate the impact of the Force Majeure Event. The obligations of the party giving such notice will be suspended for so long as the Force Majeure Event continues.

## **18. Indemnification.**

**18.1. Indemnification Obligations.** Customer will indemnify, defend and hold harmless Priority and its officers, directors, employees, agents, and permitted assigns (each, an "Indemnified Party") 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 regulatory authorities, as a result of (i) Customer's breach of any representation, warranty, or covenant hereunder; (ii) Customer's gross negligence or intentional misconduct in connection with the Priority Services; (iii) any loss or corruption of data received from or in transit from Customer; or (iv) any Priority Services provided by Priority in reliance on instructions (including payment instructions) received from Customer; provided, that the foregoing provisions shall not apply if such Losses result from Priority'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.

**18.2. Procedure.** If a Claim is asserted against an Indemnified Party, such Indemnified Party shall promptly notify Customer of such Claim. Customer shall, at its sole expense, with counsel reasonably acceptable to Indemnified Party, assume the defense or settlement of the Claim. Indemnified Party shall, at Customer's expense, reasonably cooperate with, and provide assistance to, Customer 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 Customer fails to take charge of the defense of such Claim, Indemnified Party may, upon written notice thereof to Customer, assume the defense or settlement of the Claim, and the fees and expenses related thereto shall be borne by Customer. Neither Party may settle any Claim without the other Party's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

## **19. Intellectual Property Infringement.**

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

**19.2. Limitation.** Section 18.1 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 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 without limitation, other third party equipment or systems used by Customer; and (iii) continued use of the Priority Service after Priority has made available a non-infringing replacement.

**19.3. Exclusive Remedy.** THIS SECTION STATES THE ENTIRE LIABILITY OF PRIORITY AND ITS AFFILIATES, AND CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM THAT THE USE OF THE PRIORITY SERVICES INFRINGES OR MISAPPROPRIATES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

**20. Waiver of Jury Trial and Class Action.** THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT OR A PARTY'S PERFORMANCE HEREUNDER. EACH PARTY ACKNOWLEDGES AND AGREES THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PERSON OR ENTITY. EACH PARTY FURTHER AGREES TO WAIVE, AND HEREBY WAIVES, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS AGAINST THE OTHER PARTY.

**21. Independent Contractors.** The relationship between the parties created by this Agreement is that of independent contractors. Nothing contained herein shall be construed to create any agency, fiduciary relationship, joint venture, or partnership. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party will have any authority and neither party will represent that it has any authority, to assume or create any obligation, express or implied, on behalf of the other party, except as specifically set forth in this Agreement.

**22. Subcontracting.** Priority may use subcontractors or other third parties to fulfill its obligations under this Agreement and any of the transactions contemplated thereby.

**23. Assignment.** Customer may not assign or transfer (including by operation of law) the Agreement or its access to or use of the Priority Services to any third party without the prior written consent of Priority. Priority may assign or transfer (including by operation of law) the Agreement. This Agreement will be binding on the parties and their respective permitted successors and assigns. Any assignment in violation of this section will be void.

**24. Publicity.** Each party agrees not to use the other party's name or refer to the other party, directly or indirectly, in any media

release, public announcement, or public disclosure relating to this Agreement, including in any promotional or marketing materials, customer lists, referral lists, or business presentations, without the prior written consent of the other party, which may be given for each such use or release or generally. Notwithstanding the foregoing, a party has the right to use the name of the other in order to make disclosures and filings required by securities and other applicable laws, to describe to funding sources, potential acquirers or investors, advisors and auditors the relationship of the parties hereunder and the existence of this Agreement, and as otherwise required to perform the Priority Services required under this Agreement. Except as specifically provided in this Agreement, a party may not use the name, logo, trademark, or service mark of the other party without the other party's prior written consent.

**25. Survival.** The obligations of all parties hereto incurred prior to the effective date of the termination or arising from transactions processed prior to the termination shall survive the termination of this Agreement. In addition to the foregoing and in addition to those sections of these Terms which by their terms survive, Sections 7.4, 8.2, 8.5-8.7, 9.3-9.5, 11-14, 16-20, and 23-26 of these Terms shall survive the termination or expiration of this Agreement for any reason.

**26. Notices.** Except as otherwise provided in this Agreement, all notices and other communication required or permitted under this Agreement shall be in writing and may be delivered personally, by overnight courier (signature required), by registered or certified mail (return receipt requested), or by email with return email confirming receipt. Notices shall be sent to the parties' addresses listed below or to such other address as either party has notified the other party in the manner provided in this Section. Notice shall be deemed given: (i) when personally delivered to an officer of the receiving party; (ii) on the date of actual receipt when sent by overnight courier or registered or certified mail; (iii) on actual receipt when sent by email.

If to Priority:

Priority Technology Holdings, Inc.  
2001 Westside Parkway, Suite 155  
Alpharetta, GA 30004  
Attn.: General Counsel  
Email: [legaldepartment@prth.com](mailto:legaldepartment@prth.com)

If to Customer, at Customer's contact information stated in the Application.

**27. Miscellaneous.**

**27.1. Entire Agreement.** Any prior or contemporaneous agreements or representations between the parties concerning the subject matter of this Agreement are merged into and superseded by this Agreement. This Agreement constitutes the entire understanding between the parties concerning the subject matter of this Agreement.

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

**27.3. Governing Law.** This Agreement is governed by the laws of the United States of America and the laws of the State of Georgia, without regard to principles of conflicts of law. Any action brought in connection with this Agreement will be brought exclusively in the federal and state courts in Fulton County, State of Georgia, and

each party hereby consents to personal jurisdiction over it by 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.

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

## **Exhibit B Prohibited Suppliers**

### **The following company types are prohibited**

- |  |  |
|--|--|
| 1. Adoption Agencies (non or for profit)   | 20. Outbound Telemarketing                       |
| 2. Adult Entertainment / Pornographic / Adult Material   | 21. Payday Lending                               |
| 3. Bail Bonds Services   | 22. Protection Services                          |
| 4. Companies headquartered outside the United States and Canada  | 23. Pseudo - Pharmaceuticals                     |
| 5. Companion or Escort Services / Sexual Encounter Agencies  | 24. Psychics                                     |
| 6. Consulting Firms Operating in get rich schemes, credit repair, & mortgage reduction services, investment programs | 25. Pyramid/Mid-Level Sales                      |
| 7. Credit Restoration / Repair Services  | 26. Remotely Created Checks                      |
| 8. Door-to-Door Sales  | 27. Sports Forecasting                           |
| 9. Drug Paraphernalia  | 28. Tattoo Parlors                               |
| 10. E-Cigs / Tobacco Distributor   | 29. Tax Anticipation Programs                    |
| 11. Flea Markets   | 30. Time Share                                   |
| 12. Gambling / Lotteries / Raffles   | 31. Travel Agencies                              |
| 13. Law Firms engaged in bankruptcy  | 32. Virtual Coin / Bit Coin                      |
| 14. Mailing Lists  | 33. Casinos and card clubs                       |
| 15. Massage Parlors  | 34. Brokers/dealers in securities                |
| 16. Neighborhood Party Sales   | 35. Dealers in precious metals, stones or jewels |
| 17. Non-Fungible Transactions (NFTs)   | 36. Bulk currency shipment companies             |
| 18. Online Customer Finance  | 37. Marijuana-related businesses                 |
| 19. Online Dating Services   | 38. Crypto-related businesses                    |

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

- |   |   |
|---|---|
| 1. Airlines   | 26. Home Based Charities                                  |
| 2. As Seen on TV / Lifetime Guarantees                          | 27. Import/Export   |
| 3. ATM Operators/Virtual Currency ATMs                          | 28. Inbound Telemarketing                                 |
| 4. Auctions   | 29. Internet Fulfillment Houses                           |
| 5. Auto Rental Agencies & Auto Sales                            | 30. Investment Opportunities                              |
| 6. Bars / Tavern (not serving food)                             | 31. Limousine or Tax Services                             |
| 7. Business Loans B2B Lending                                   | 32. Long Distance Providers / Network Providers           |
| 8. Cable Boxes  | 33. Mall Kiosks   |
| 9. Check Cashing Institutions                                   | 34. Merchant Cash Advance                                 |
| 10. Collection Agencies   | 35. Modeling Agencies / Talent Booking Agencies           |
| 11. Computer Hardware & Software (Retail)                       | 36. Moving Brokers  |
| 12. Consignment Stores  | 37. Network Providers                                     |
| 13. Consumer Loans / Leases                                     | 38. Novelty/Replica Collectibles                          |
| 14. Contractors / Home Repairs                                  | 39. Nutraceutical Companies                               |
| 15. Cooperative Discount Groups                                 | 40. Pawn Shops  |
| 16. Credit Card Protection                                      | 41. Precious Metal or Stamps                              |
| 17. Debt reduction  | 42. Prepaid Services                                      |
| 18. Employment Agencies   | 43. Real Estate Services                                  |
| 19. Factoring   | 44. Resort Land Promotions / Sale of Real Estate          |
| 20. Forward Delivery Providers                                  | 45. Resume Preparers                                      |
| 21. Freight Forwarders  | 46. Student Loan Assistance Companies / Government Grants |
| 22. Furniture Sales   | 47. Talent Booking Agencies                               |
| 23. Gun Sales   | 48. Telephone Cards                                       |
| 24. Hair Growth and/or Replacement / Vitamin & Supplement Sales | 49. Third Party Processor / Third Party Sender            |
| 25. Health Spas / Clubs (Except Country Clubs)                  | 50. Water Purification                                    |