

## Priority Commerce Referral Program Terms and Conditions

### 1. Eligibility of Referring Merchant

To participate as a "Referring Merchant," an entity must (a) maintain an active Priority Commerce merchant account with a valid Merchant Identification Number (MID) acquired through Priority Commerce's direct sales channel, (b) remain in good standing (defined as no defaults, past-due fees, unresolved chargebacks, or ongoing compliance investigations) throughout the referral and payout period, (c) not be subject to any pending termination or suspension action by Priority Commerce, and (d) maintain an active Passport Account in good standing to receive referral bonus payments. "Passport Account" refers to any account, now or in the future, opened through Passport, a proprietary technology platform owned by Priority which enables Priority's customers to set up one or more accounts to collect, store, and send money; in addition to other functionalities. A Passport Account agreement is required (accessible [here](#)) for all Passport Accounts.

### 2. Eligible Referred Businesses & Multi-MID Rules

An "Eligible Business" must be a new client establishing merchant services with Priority Commerce. Excluded from eligibility are existing Priority Commerce account holders, former merchants who closed an account within the preceding twelve (12) months, any business already in Priority Commerce's active sales pipeline at the time of referral, and accounts sharing common ownership or control with the Referring Merchant (self-referrals). Priority Commerce shall have sole and final discretion in determining whether a referred business qualifies as an Eligible Business.

- **Multi-MID Aggregation Rule:** Businesses, locations, or enterprises operating under multiple MIDs (e.g., a car dealership with separate MIDs for Sales, Service, and Parts) are considered a single Referred Business entity. Multi-MID entities are eligible for one **(1) cumulative referral bonus only**. The applicable payout tier will be calculated based on the combined total Bankcard Volume of all associated MIDs under that entity, rather than separate bonuses per MID.
- **Duplicate Referrals:** If more than one Referring Merchant submits a referral for the same Eligible Business, Priority Commerce will apply the statement credit to the Referring Merchant who submitted the first qualifying referral, as determined by Priority Commerce's records. Priority Commerce shall resolve any disputes regarding duplicate referrals in its sole discretion, and such determination shall be final and binding.

### 3. Reward Structure & Qualifying Volume Tiers

Referral bonuses are determined by the Referred Business's processing volume pricing structure. If the Referred Business implements the compliant surcharge program, the referral bonus will be determined according to the volume-based tiers set forth in the table below. Please note that Bankcard volume only applies if the Referred Business implements and participates in Priority Commerce's compliant surcharge program. If the Referred Business does not implement the compliant surcharge program, the Referring Merchant will receive a flat referral bonus of \$500 regardless of the Referred Business's processing volume. "Bankcard Volume" is strictly defined as total settled volume across Visa, Mastercard, and Discover transactions, excluding American Express, PIN debit, ACH, chargebacks, and returns. Priority Commerce's calculation of Bankcard Volume, the applicable bonus tier, and whether the Referred Business has implemented the compliant surcharge program shall be final and binding.

| *Combined Monthly Bankcard Volume<br>(applicable only if the Referred Business implements Priority Commerce's complaint surcharge program) | Referral Bonus                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Under \$100,000                                                                                                                            | \$500 (amount allowed if Referred Business does not implement Priority Commerce's compliant surcharge program) |
| \$100,000 – \$249,999.99                                                                                                                   | \$1,000                                                                                                        |
| \$250,000 – \$499,999.99                                                                                                                   | \$1,500                                                                                                        |
| \$500,000 – \$749,999.99                                                                                                                   | \$3,000                                                                                                        |
| \$750,000 – \$999,999.99                                                                                                                   | \$4,000                                                                                                        |
| \$1,000,000+                                                                                                                               | \$5,000                                                                                                        |

#### 4. Payment Terms & Timeline

Referral bonuses will be issued solely as a payment to the Referring Merchant's active Passport account. The Referring Merchant is responsible for establishing and maintaining a Passport Account prior to the payout date in order to receive a bonus payment. Referral bonus payments are non-transferable, have no cash surrender value, and may not be applied to past-due balances or amounts subject to dispute.

- **Qualification Period:** The Referred Business must maintain active processing for three (3) consecutive full calendar months.
- **Calculation:** The final bonus tier is calculated using the Referred Business's (or combined multi-MID entity's) average monthly Bankcard Volume across those initial three (3) full months.
- **Payout Schedule:** Referral bonus payments will be processed to the Referring Merchant's Passport Account within ninety (90) days following the completion of the Referred Business's third full calendar month.

#### 5. Account Standing & Clawback Provision

- **Good Standing:** The Referring Merchant must maintain an active, open account without defaults, past-due fees, or excessive chargebacks at the time of payout.
- **Six-Month Clawback:** If the Referred Business (or any MID comprising a multi-MID referral) cancels, terminates, or ceases active processing within six (6) months of initial account activation, Priority Commerce reserves the right to recover the full referral bonus amount from the Referring Merchant's Passport Account, or if the Passport Account has insufficient funds, from the Referring Merchant's Priority Commerce merchant account. The Referring Merchant hereby authorizes Priority Commerce to debit such amounts without further notice or consent.

#### 6. Program Limitations & General Conditions

- **Taxes:** The Referring Merchant is solely responsible for any tax liabilities, including 1099 reporting, arising from referral credits earned.
- **Fraud & Abuse:** Priority Commerce reserves the right to withhold payouts, audit processing volume, or

disqualify participants in cases of suspected fraud, artificial volume manipulation, or unapproved self-referrals.

- **Modification:** Priority Commerce reserves the right to amend, suspend, or terminate the Referral Program and these Terms and Conditions at any time without prior notice.

## 7. Relationship of the Parties; Disclaimer; Limitation of Liability

The Referring Merchant and Priority Commerce are independent parties, and nothing in these Terms creates any employment, agency, partnership, or joint venture between them. The Referral Program is provided without warranty of any kind. Priority Commerce's total liability is limited to referral credits issued in the prior twelve (12) months and excludes any indirect, incidental, consequential, or punitive damages.

## 8. Governing Law; Entire Agreement

These Terms and Conditions are governed by the laws of the State of Georgia, without regard to its conflict of laws principles. Any disputes shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in the State of Georgia. These Terms and Conditions, together with any applicable Priority Commerce Merchant Agreement, constitute the entire agreement between the parties regarding the Referral Program. In the event of any conflict between these Terms and Conditions and the Merchant Agreement, these Terms and Conditions shall control with respect to the Referral Program.

## 9. Referring Merchant Representations

The Referring Merchant shall not make any representations, warranties, or guarantees regarding Priority Commerce's products, services, pricing, or terms to any prospective referred business unless expressly authorized in writing by Priority Commerce. The Referring Merchant shall comply with all applicable laws and regulations in connection with its referral activities.

## 10. Survival

Sections 5, 6, 7, 8, 9 and this Section 11 shall survive any termination or expiration of the Referral Program.