

PAYMENTS GREEN PACKAGE AGREEMENT

██████████ (“**[Vendor]**”) and Company (named below) enter into this Green Package Agreement (“**Agreement**”) effective on the date of last party’s signature below (“**Effective Date**”).

1. **DEFINITIONS AND RULES OF CONSTRUCTION.** This Section 1 contains the definitions of capitalized terms not separately defined in the context of this agreement, and rules governing construction and interpretation of certain common terms.

1.1. Certain Definitions.

“**ACH**” means the Automated Clearing House Payment Network, governed by the NACHA Rules.

“**Administrator**” means the natural Person(s) authorized by the Company to apply for a Program, manage the Company’s use of and access to the **[Vendor]** Platform and the Services, and who is authorized to act on the Company’s behalf.

“**Affiliate**” means, with regards to each party: (a) any Person or entity controlling, controlled by, or under common control with such party; or (b) any partner of or joint venturer with such party. For purposes of this definition, control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person or entity, whether through ownership of voting securities or otherwise.

“**Americans with Disabilities Act**” or “**ADA**” means the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794(d).

“**AML/CTF**” means the policies and procedures implemented to prevent money laundering and terrorist financing in compliance with the BSA and Applicable Law.

“**Applicable Law**” means any: (a) statute, ordinance, permit, treaty, rule, regulation, law, or common law interpretation of any law applicable to a party; (b) bulletin, judgment, order, decree, injunction, request, recommendation, direction, guidance, examination, or determination of any Regulatory Authority with jurisdiction or authority over a party; or (c) any negotiated settlement, order or agreement by a party with an arbitrator or a Regulatory Authority.

“**[Vendor] Account**” means the account provided to Company according to the terms of the **[Vendor]** Developer Terms and Conditions by which Company accesses the **[Vendor]** Platform and the Developer Tools, manage Company’s Program, and use the Services.

“**[Vendor] API**” means the application programming interface that describes and defines the interactions among the components of the **[Vendor]** Platform and the Services.

“**[Vendor] Materials**” means the Developer Tools, the **[Vendor]** Platform and related technology; specifications, files, guides, supporting materials, website, technical specifications and all other proprietary materials that **[Vendor]** makes available to Company that relate to the Platform; Program Information; and copyrights,

patents, trade secrets, trade or service marks, brands, logos, and all other IP developed or owned by **[Vendor]** (including any subsequent improvements, modifications, or upgrades to such materials that **[Vendor]** makes available to Company. Solely for the purposes of identifying the Issuer on Cards or in connection with the Program, "**[Vendor]** Materials" also includes Issuer's name and Marks.

"**[Vendor] Partner**" means an Issuer, Third-Party Service Provider, or other partner that provides services related to Company's use of the **[Vendor]** Platform and **[Vendor]**'s provision of the Services to Company.

"**[Vendor] Platform**" means the **[Vendor]** card issuing platform.

"**[Vendor] Services**" means **[Vendor]**'s Card program management and related services.

"**Bank Secrecy Act**" or "**BSA**" means the federal Bank Secrecy Act, 12 U.S.C. §§ 1951 et seq. and its implementing regulations, as amended by the USA PATRIOT Act or otherwise.

"**Beneficial Owner**" means any individual who, directly or indirectly, owns 25% or more of the equity interests of Company.

"**Business Day**" means any day, other than a Saturday, Sunday, or federal holiday, on which Issuers are open for business in the United States.

"**Card**" means a physical or virtual Network-branded debit card or PAN (primary account number): (a) issued by an Issuer at **[Vendor]**'s or a Customer's request; and (b) which may be used by Cardholders to conduct Transactions; except that the Cards are not credit cards or charge cards, and unless otherwise approved by Issuer, does not constitute a checking, savings, demand deposit or other financial asset account.

"**Cardholder**" means a Customer or any other natural Person to whom Issuer issues a Card pursuant to a Program.

"**Cardholder Account**" means the individual account associated with a Card provided by **[Vendor]** that permits Cardholders to view Transactions, request replacement Cards, and otherwise manage a Cardholder's use of Cards.

"**Cardholder Agreement**" means the agreement between Issuer and an approved Cardholder governing the terms of use of a Card.

"**Cardholder Bank Account**" means a financial asset account provided by a Cardholder to **[Vendor]** that maybe used to fund the Cardholder's Transactions and to pay other amounts owed by a Cardholder.

"**Cardholder Information**" means, with regard to Cardholders who are using Cards for individual, personal, or household use: (a) all "Nonpublic Personal Information" (as defined in 12 C.F.R. § 1016.3(p)), "Personally Identifiable Financial Information" (as defined in 12 C.F.R. § 1016.3(q)), "Identifying Information" (as defined in 12 C.F.R. § 1022.3(g)); (b) whole or partial Card numbers, security codes, service codes (i.e., the three or four digit number on the magnetic stripe that specifies acceptance requirements and limitations for a magnetic stripe read transaction), valid to and from dates, data related to Transactions (regardless of

whether or not a physical card is used in connection with such Transactions); (c) data generated or created in connection with Card processing and maintenance activities, Card statements and Cardholder service, telephone logs and records and other documents and information necessary for the processing and maintenance of Cards; (d) personal information (as defined by the CCPA); (e) any "cardholder data" (as defined in the PCI-DSS); (f) demographic data concerning Cardholders and (g) any other personally identifying information with respect to Cardholders; except that "Cardholder Information" does not include (i) data or information collected from a Cardholder by a party, or any of its Affiliates or service providers, in connection with activity that is unrelated to Cardholder Accounts, Cards, and the Program; or (ii) personal or other information regarding Company Personnel.

"**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. and its implementing regulations.

"**Change of Control**" means the transfer of more than 25% or more of a legal entity's total assets; or a transaction or series of transactions that results in any Person or group of Persons acquiring, directly or indirectly, a majority of the combined voting power of the outstanding equity of a legal entity or the parent of a legal entity.

"**Chargeback**" means a dispute regarding a Transaction: (a) that a Cardholder initiates against a merchant for an unresolved dispute with the merchant regarding a Transaction; or (b) not authorized by the Cardholder.

"**Company App**" means the mobile application provided by Company to Customers to access and manage the Company's products and services.

"**Company Bank Account**" means a financial asset account provided by Company through the Dashboard and used to fund the Program Account and Cards, pay Program Fees, and fund any Reserve.

"**Company Information**" means (a) Company's registered business name, business address, ownership details, contact information including email and phone number, tax identification number, the nature of the business, financial information, credit history, Company Bank Account details, corporate registration certificate, proof of address, and other business information that **[Vendor]** may require or request from time to time; and (b) the names, contact information, personal identification, personal addresses, social security numbers, and dates of birth of Administrators, Beneficial Owners, and Control Persons.

"**Company IP**" means the Company Platform and related technology; and all copyrights, patents, trade secrets, Company Marks, and all other IP developed or owned by Company, and all improvements, modifications, or upgrades made to such IP by Company during the term of the Agreement.

"**Company Marks**" means the names and other distinctive marks or logos, service marks, and trademarks of Company.

"**Company Platform**" means Company's website, APIs, the Company App, and all other software and systems.

“**Consumer Protection Laws**” mean the Electronic Funds Transfer Act and Regulation E, any federal law or regulation enforced by the Consumer Financial Protection Bureau, and any other state or federal consumer protection laws related to Cards and bank account transfers.

“**Control Person**” means a natural Person with significant responsibility to control, manage, or direct the Company.

“**Customer**” means a natural Person with whom Company has established an independent business relationship for the use of Company’s products and services and to whom **[Vendor]** may provide a Card and a Cardholder Account.

“**Customer Information**” means all Personal information or other information collected from a Customer that is a consumer by Company and any of its respective Affiliates or service providers in connection with providing Company’s products or services to a Customer.

“**Dashboard**” means the web interface provided by **[Vendor]** to manage Company’s Program.

“**Developer Keys**” means the credentials provided by **[Vendor]** to permit Company to access and use the Developer Tools.

“**Developer Tools**” means the **[Vendor]** APIs, software development kits, webhooks, the Dashboard, and the **[Vendor]** software libraries, specifications, and other documentation that may be accessed through the **[Vendor]** Platform.

“**EFTA**” means the Electronic Fund Transfer Act, 15 U.S.C. §§ 1693, et seq. and Regulation E, 12 C.F.R. Part 1005.

“**Feedback**” means all oral or written feedback, suggestions, ideas, or enhancement requests in any form or medium that Company provides to or shares with **[Vendor]** regarding the **[Vendor]** Platform and the Services.

“**Funds**” means currency or any other form of monetary value that is the subject of a Transaction.

“**GLBA**” means, collectively, Title V - Privacy of the Gramm-Leach-Bliley Act and its implementing regulations, and the standards for safeguarding customer information set forth in 12 CFR Part 364 and 16 CFR Part 314.

“**Intellectual Property**” or “**IP**” means registered or unregistered trademarks, service marks, trade names, business names, design rights, database rights and any application for registration of any such rights; know-how, confidential information, trade secrets, franchise interests, license interests, patent rights, copyright interests in respect of software, systems content, utility models inventions and related rights; property rights, interest in any services, software, or hardware and all other similar property and proprietary rights

“**Insolvency Event**” means a set of circumstances pursuant to which a party: (a) is unable to perform under this Agreement and becomes or is declared insolvent, or is the subject of any liquidation or insolvency proceedings, including the appointment of a receiver or similar officer for such party; (b) makes an

assignment for the benefit of all or substantially all its creditors; (c) enters into an agreement for the composition, extension, or readjustment of all or substantially all its debts or obligations; or (d) files a voluntary bankruptcy petition or has an involuntary bankruptcy petition filed against it and either the voluntary or involuntary petition is not dismissed within sixty 60 days of the petition's filing.

"Issuers" means the **[Vendor]** financial institution partners on whose behalf **[Vendor]** issues Cards through the **[Vendor]** Platform.

"Loss" means all losses, claims, breaches, suits, damages, liabilities, costs, charges, reasonable attorneys' fees, judgments, fines, court costs and expenses, amounts paid in settlement, and all other liabilities of every nature, kind, and description regardless of the form of action or legal theory.

"Marketing Materials" means email solicitation messages, published advertising (such as newspaper and magazine advertisements), Internet media, Card art, Card carriers, Card displays, social media posts, blogs, tweets, texts, banner ads, telemarketing scripts, television or radio advertisements, brochures, postcards, posters, direct mailings, signage, frequently asked questions, interview or public speaking scripts and talking points, sales materials, press releases and all other media of any nature intended for public dissemination, to promote, advertise or market Cards or the Program.

"Marks" means a Person's company name and other distinctive marks or logos, service marks, trademarks and copyrights.

"Mastercard" means Mastercard Incorporated, Mastercard Worldwide, Inc., and Mastercard International Incorporated.

"NACHA" means the National Automated Clearing House Association and its successors and assigns.

"Notice" means any physical or electronic communication, or legal notices related to this Agreement that are provided to Company or Administrators through text or SMS, email, Company's **[Vendor]** Account, the Dashboard, or by other means in accordance with Section 15.1.

"Network" means the Payment Network operator whose logo appears on the Card.

"Payment Card" means a Card: (a) used by Company to fund the Program Account to pay amounts owed to **[Vendor]** or to provide funding for promotional statement credits; or (b) used by a Cardholder to fund amounts owed to Issuer pursuant to the Cardholder Agreement.

"Payment Network" means Visa, Mastercard, Accel, ACH, or any other card association or electronic payment network utilized by Issuer to issue Cards or otherwise utilized by any party to make payments or to otherwise fulfill a party's obligations under this Agreement.

"PCI DSS" means the Payment Card Industry Data Security Standard, or any successor requirements, as each may be amended or otherwise modified from time to time.

"Penalties" means penalties or charges imposed on Company or **[Vendor]** by Issuer, the Network, Company's bank, or a Cardholder's bank in relation to Company's Program, for: (a) misuse of Cardholder Accounts;

(b) over-the-limit, late, missed, reversed, or failed payments; or (c) any other penalty imposed on Company or **[Vendor]** related to the Program.

"Person" means a natural person, company, partnership, sole proprietorship, joint venture, incorporated or unincorporated entity, or any other form of entity, with or without a separate legal personality.

"Personnel" means a Person's officers, employees, agents, representatives and contractors, and any other individuals that perform duties on behalf of such Person.

"Primary Account Number" or **"PAN"** means the 16-digit account number associated with a Card.

"Privacy Notices" means all privacy policy disclosure statements required by the GLBA, the CCPA, and all other Applicable Law in connection with the use of any Cardholder Information by Company, **[Vendor]**, Issuer, and any of Company's, **[Vendor]**s or Issuer's Affiliates or any third party engaged by Company, **[Vendor]**, or Issuer in connection with a Program.

"Processing Services" means set-up and maintenance of the Card Account(s); Transaction authorization, processing, clearing and settlement; Payment Network access; Cardholder dispute resolution; chargebacks; risk monitoring; Network compliance; regulatory compliance; security and fraud control; Cardholder service; Cardholder activity reporting and all other services that are necessary to issue a Card and process a Transaction in accordance with the Applicable Law and the Rules.

"Program" means the marketing, promotion, distribution, sale, and servicing of Cards, Cardholder Accounts, Transaction Accounts, demand deposit checking accounts and any other type of financial account enabled by **[Vendor]** and provided to Company pursuant to the Program Specifications and the terms of this Agreement.

"Program Account" means Company's virtual deposit account without paper check-writing capabilities established on behalf of Company within an FDIC-insured custodial account by Issuer used to provide credits to Transaction Accounts in connection with a Program promotion or Card rewards program.

"Program Addendum" means an addendum to this agreement that sets forth any additional terms and conditions between the Parties that govern a Program.

"Program Fees" mean periodic fees, foreign transaction fees, funds transfer fees, Cardholder Account maintenance fees, Card issuance or replacement fees, Transaction Account fees, professional services fees, and all other Program-related fees or charges set forth in this Agreement (including Attachment A), the Dashboard or a Program Addendum.

"Program Information" means Cardholder Information; the date, time, Transaction amount, merchant identifier, and all other Transaction information generated or recorded by **[Vendor]**, the Network, and any Rewards Program Information.

"Program Materials" means Marketing Materials, training materials, Program-related policies and procedures, Cardholder Agreements, Cardholder service letters, any website established by Company in

connection with the Program, Cardholder service scripts, interactive voice response messaging, any information, notices or disclosures relating to Cards provided to Cardholders; Privacy Notices, error-resolution notices, change-in-terms notices, and disclosures required by the EFTA, and all other written or electronic materials, any amendments or updates to such materials relating to the Program.

"Program Specifications" means the Card type, Program purpose, Card features, Program fees, cardholder fees, Services selected by Company, Reserve Account and Reserve amount, if applicable, and all other specifications specified by Company in its Program application and as further described in this Agreement or an applicable Program Addendum.

"Regulatory Authority" means any of the following Persons with actual or apparent administrative, executive, judicial, legislative, police, regulatory or taxing authority or power that asserts such authority over this Agreement, either party, or their Affiliates: (a) a country, state, county, city, town, borough, village, district or other jurisdiction; (b) a federal, state, local, municipal, non-United States or other government; (c) any agency, branch, department, board, commission, court, tribunal or any other governmental authority of any nature; and (d) any official body or self-regulatory body that supervises or otherwise exercises authority over any party, the Issuer or any of their respective Affiliates; but which does not include the Network.

"Rewards Program Information" means all rewards, benefits, points, Cardholder status, and all related information generated by **[Vendor]** regarding any Cardholder rewards associated with a Program.

"Rules" means the operating rules and regulations of a Payment Network.

"Sanctioned Person" means any individual or organization that is subject to United States sanctions laws, identified on any lists maintained by the Office of Foreign Assets Control or the United States State Department, or is subject to any law, regulation, or other list of any government agency that prohibits or limits **[Vendor]** from providing an **[Vendor]** Account or the Services to such Person or from otherwise conducting business with such Person.

"Security Guidelines" means the Interagency Guidelines Establishing Standards for Safeguarding Customer Information, the FFIEC Information Technology Examination Handbook, PCI-DSS, Section 501 of the GLBA, the CCPA, and any Applicable Law covering or related to the security of consumer or non-public information, and any other guidance or directives issued by a Regulatory Authority or Network pertaining to the security of Cardholder Information.

"Settlement Day" means each day on which Issuer is required to settle Funds to the Network in accordance with the Rules.

"Subcontractor" means any Affiliate, service provider, partner, subcontractor, agent, representative, or consultant that fulfills any of a party's obligations or duties under this Agreement.

"Supplemental Terms" means any other terms, agreements, or policies, including the terms of the **[Vendor]** Platform Agreement, and any other terms and conditions referenced in this Agreement.

“**Third-Party Claim**” means any action or threatened action, suit, claim, proceeding or regulatory action, regardless of merit brought by any third party against a party.

“**Third-Party Service Provider**” means an Affiliate, subcontractor or other third party that assists **[Vendor]** in providing the **[Vendor]** Platform and the Services, that supports **[Vendor]**'s internal operations, or that provides other services related or connected to, or provided through the Services and the **[Vendor]** Platform. For clarity, “Third-Party Service Provider” also includes Company.

“**Transaction**” means any transaction to purchase goods or services or to make a payment that is attributable to a Card.

“**Transaction Account**” means a personal, virtual deposit account without paper check-writing capabilities established on behalf of a Cardholder within an FDIC-insured custodial account by Issuer to fund Transactions, make electronic funds transfers to third parties, or to send payments to cards through a Payment Network.

“**Visa**” means Visa Inc. and any Affiliate or successor of Visa Inc.

“**Web Accessibility Standard**” means the most current accessibility standard adopted pursuant to Section 508 of the ADA accessibility standard for Web Content for services designed to be used by a federal governmental department or agency of any kind, as such standard would apply to the intended use of the Web Content by the Issuer or a Cardholder, or other third party.

“**Web Content**” means electronic and information technology of any kind, including the development of a website, intranet site, web-based or mobile application, and web content generally.

1.2. **Rules of Construction.** As used in this Agreement: (a) all references to a plural form will include the singular form (and vice versa); (b) the terms “include” and “including” are meant to be illustrative and not exclusive, and will be deemed to mean “include without limitation,” “including, but not limited to”, or “including without limitation;” (c) the word “or” is both conjunctive and disjunctive; (d) the word “and” is conjunctive only; (e) references to “days” mean calendar days unless otherwise indicated through the use of the phrase “Business Day”; and (f) any reference made in this Agreement to a statute or statutory provision means such statute or statutory provision as it has been amended through the date as of which the particular portion of this Agreement is to take effect, or to any successor statute or statutory provision relating to the same subject as the statutory provision referred to in this Agreement, and to any then applicable rules or regulations, unless otherwise provided.

2. **ELIGIBILITY.** By submitting Company's Program application and using the Services, Company is confirming that Company is a legal entity incorporated in the United States. If Company is not incorporated in the United States, Company may not open an **[Vendor]** Account or use the Services. Further, the Administrator applying for the **[Vendor]** Account represents and warrants, individually and as Company's representative, that at all times during Company's use of the **[Vendor]** Platform and the Services: (a) Company is and will remain a duly organized entity, validly existing and in good standing under the laws of the

jurisdiction in which it was formed, and Company will have full power and authority and all permits, approvals, licenses and registrations from all applicable Regulatory Authorities required to carry on Company's business, and to own and operate Company's properties and assets; (b) Company will maintain a valid United States employer identification number (EIN); (c) Company will not engage in any business activities prohibited by **[Vendor]** or the Issuer; (d) neither the execution, nor delivery, nor the performance by Company of this Agreement is in violation of any Applicable Law or the Rules, Company's charter or bylaws, or any contract or other instrument to which Company is a party or by which Company is bound; (e) all information provided by Company is sufficient for the execution of this Agreement, and such information is and will remain accurate in all material aspects; (f) Company is not acting as an agent or proxy for another Person to distribute or use Cards, and Company will not transfer any of Company's rights under this Agreement to any other Person; (g) Company is, and will at all times remain, the sole owner of the Company Marks, or a licensee with rights to sublicense the Company Marks in the manner contemplated in this Agreement; (h) the Administrator applying for the Program is authorized to submit the application to **[Vendor]**, bind Company to agreements and manage Company's **[Vendor]** Account; and (i) neither the Administrator nor any of Company's Control Persons, Beneficial Owners, officers or directors is a Sanctioned Person.

3. APPLYING FOR A PROGRAM. Company must provide complete and accurate Company Information to apply for and maintain a Program. **[Vendor]** may also require Company to provide documentary proof to verify the Company Information Company provides us. To help the government fight the funding of terrorism and money laundering activities, U.S. federal law requires that financial institutions obtain, verify, and record certain Company Information. Company agrees to provide and keep up to date the required information to open and maintain Company's Program, and Company understands that **[Vendor]** may suspend or terminate Company's Program and Company's **[Vendor]** Account and this Agreement if Company fails to do so. **[Vendor]** may share this information with **[Vendor]** Partners for these purposes. Company may be required to verify information previously provided or provide additional information in the course of applying for a Program, receiving the Services, and completing annual due diligence. Company agrees to immediately notify **[Vendor]** if Company experiences or is likely to experience a material change, including but not limited to, an Insolvency Event, in the event of a Change of Control, or if Company fundamentally alters the nature of Company's business. Company acknowledges that Company has obtained or will obtain appropriate consent and authorization of any Personnel whose Personal Information Company provides before sharing such information with us. Company must connect a Company Bank Account to Company's **[Vendor]** Account or provide a Payment Card to link to Company's **[Vendor]** Account, and Company authorizes **[Vendor]** to submit Company's information to **[Vendor]** Partners to verify the account details and Company's ownership of the Company Bank Account or Payment Card. Company's **[Vendor]** Account will be available to Company on a preliminary basis only until **[Vendor]** has reviewed and verified all required Company Information to determine whether Company meets **[Vendor]**'s underwriting and risk criteria. If **[Vendor]** is unable to verify such information, or if the information is inaccurate, incomplete or misleading **[Vendor]** may suspend or terminate Company's

[Vendor] Account or Company's Program. **[Vendor]** may also terminate Company's **[Vendor]** Account or Company's Program at any time and for any reason.

4. PROGRAM MANAGEMENT; [Vendor] PLATFORM CHANGES; PROGRAM TERMINATION; REQUIREMENTS.

4.1. Program Management. Company must specify at least one Administrator to manage Company's Program. Administrators may use the Dashboard to: (a) add, remove, or manage additional Administrators and **[Vendor]** Account credentials; (b) choose Card color and upload Company Marks to customize Card designs for approval by **[Vendor]** and Issuer; (c) establish and monitor Company's Program's merchant category code and other Card restrictions, and (d) permit Company Personnel to view Customers' Cardholder Account information and Cardholder Account statements and Transaction reports. Company may not use Company's **[Vendor]** Account, the Program, the **[Vendor]** Platform or the Services for any purpose not described in the Developer Tools or in the Program Specifications Company submitted with Company's Program application. Company is responsible for securing Company's Administrators' and each of Company's **[Vendor]** Account credentials, and for any actions or failure to act on the part of Administrators, Company's Personnel or any other Persons using an Administrator's or Personnel's credentials to access the **[Vendor]** Platform. Company will promptly notify **[Vendor]** of any unauthorized access to or use of Company's **[Vendor]** Account. Administrators may also use the Dashboard to invite Customers to apply for a Card, request promotional Transaction Account statement credits (where applicable), and monitor and analyze Transaction activity.

4.2. Changes to the [Vendor] Platform, Developer Tools and Services. **[Vendor]** may update, and add or remove features to or from the **[Vendor]** Platform, the Developer Tools and the Services in **[Vendor]**'s sole discretion. **[Vendor]** will provide Notice to Company in the event of any such changes to avoid disruption of the Services and to permit Company to make any required changes to Company's Program implementation, and Company agrees to make any such changes in a timely manner; however, **[Vendor]** cannot guarantee that the **[Vendor]** Platform, the Developer Tools and the Services will remain uninterrupted, and **[Vendor]** reserves the right to make any such changes with no Notice to Company in the event of an order from Issuer or a Regulatory Authority, to maintain the security and integrity of the **[Vendor]** Platform and the Services, or to prevent financial or reputational harm to **[Vendor]** or Issuer. **[Vendor]** will provide Developer Keys to Company through the Dashboard. Company is responsible for securing Company's Developer Keys, and Company may only share Company's Developer Keys with authorized Personnel. Company must contact **[Vendor]** immediately if Company's Developer Keys are lost or compromised; however, Company will be solely liable for any Losses Company, Issuer or **[Vendor]** incur as a result of loss of or unauthorized access to Company's Developer Keys.

4.3. Program Termination and Suspension. **[Vendor]** may terminate or suspend Company's Program, or Company's **[Vendor]** Account in **[Vendor]**'s sole discretion without Notice to Company: (a) if **[Vendor]** believes Company's **[Vendor]** Account has been compromised or that not doing so may pose a risk to **[Vendor]**, Issuers, Cardholders or any third parties; (b) if Company fails to pay **[Vendor]** any amounts Company owes us; (c) if **[Vendor]** knows or has reason to know that Company has experienced or is likely to experience significant

financial Loss, an Insolvency Event or a Change in Control; (d) if Company fundamentally changes the business activities described in Company's Program application; (e) to comply with Applicable Law or Issuer's risk management and compliance policies; or (f) for any other reason related to Company's and **[Vendor]**'s obligations under this Agreement and the Program. **[Vendor]** reserves the right to request additional information from Company, or to impose additional financial terms or restrictions on Company to re- activate Company's Program or **[Vendor]** Account. Company may terminate Company's Program and close Company's **[Vendor]** Account at any time after paying any outstanding amounts Company owes **[Vendor]** by providing Notice to **[Vendor]** through the Dashboard.

4.4. Additional Program Requirements. Company's use of the Services is subject to the applicable terms, specifications, requirements, and policies that **[Vendor]** makes available to Company in writing from time to time, including those available at [REDACTED] ("Documentation") **[Vendor website hyperlink]**.

5. CARD ISSUANCE; OWNERSHIP; CANCELLATION OR SUSPENSION.

5.1. Card Design and Approval. Depending on the information Company provides in Company's Program Specifications, Company may use the Dashboard to invite Customers to apply for a Card. Each Card will: (a) be a design approved by **[Vendor]** and Issuer; and (b) include such other markings or information that **[Vendor]**, in its sole discretion, deems necessary to comply with Applicable Law and the Rules; in each case subject to the approval of the relevant Issuer and the relevant Network. The Marketing Materials will be approved in advance by **[Vendor]** and Issuer, in consultation with Company with respect to Card design, Cardfees, Card rewards or benefits, and other features; and Company will submit any changes or additions to the Marketing Materials made by Company after the launch of the Program to **[Vendor]** for approval prior to use. The terms and conditions of any Cardholder Agreements will be provided by **[Vendor]**.

5.2. Card Requests. To invite Customers to apply for Cards, establish Cardholder Account credentials, fund Cards, manage Cardholder Accounts, and view Cardholder Account statements, Company will integrate the Company Platform or Company App with the **[Vendor]** Platform in accordance with the Developer Tool specifications. **[Vendor]** will be solely responsible for: (a) Cardholder Account application approvals; (b) delivery of Cards, Cardholder Agreements, Privacy Notices and all other Program Materials to approved Customers;

(c) Card activation and Cardholder Account management; and (d) re-issuance, at Company's cost, of lost, defective or compromised Cards reported by Company or Cardholders. **[Vendor]** and Issuer will verify the identity of each Customer that applies for a Card in a manner consistent with **[Vendor]** and Issuer's AML/CTF program and Applicable Law. **[Vendor]** and Issuer reserve the right to refuse to provide Cards, and Cardholder Accounts to anyone, and to cancel Cards and Cardholder Accounts for any reason. Cardholders may only use Cards for individual, consumer, or household purposes; and **[Vendor]** will immediately revoke permission to use a Cardholder Account or Card if a Cardholder is using a Card for non-consumer purposes or violating the terms of the Cardholder Agreement.




5.3. **Card Ownership.** Cards and Cardholder Accounts are the sole property of the relevant Issuer, and will be subject to cancellation at any time by **[Vendor]** or Issuer in accordance with the terms of this Agreement, any Cardholder Agreement, as required by Applicable Law, or where **[Vendor]** or Issuer believes Company, Company's Personnel or Company's Customers are using Cards for fraudulent or illegal purposes, or in any manner that violates the terms of this Agreement or the Cardholder Agreements. The Cardholder Accounts and Cards may not be transferred and **[Vendor]** may cancel, repossess, or revoke the Cardholder Accounts and Cards at any time without prior notice to Company or any Cardholder subject to the direction of Issuer, a Regulatory Authority, or as required by Applicable Law and the Rules.

5.4. **Card Cancellation, Cardholder Account Closure and Suspension.** **[Vendor]** may close or suspend access to any Cardholder Account or Card in **[Vendor]**'s sole discretion without notice to Company or any Cardholder if: (a) **[Vendor]** believes a Cardholder Account or Card has been compromised or that not doing so may pose a risk to Company, **[Vendor]**, Issuers, Cardholders, the Network or any third parties. Company will immediately notify **[Vendor]** of any unauthorized access to or use of a Card or Cardholder Account. Company will also notify **[Vendor]** immediately if a Cardholder informs Company, or if Company becomes aware that a Card has been lost, stolen, or compromised.

5.5. **Card Usage Limitations.** Cards must be used primarily for individual, consumer, or household purposes. Depending on Company's Program's specifications and if applicable, Company and **[Vendor]** may use the Dashboard to impose additional usage restrictions, including geographic, merchant category code, Transaction size, currency, and other Card usage restrictions. Transactions made in a currency other than in United States Dollars ("USD") will be converted into USD. Exchange rates applicable to foreign Transactions will be determined from a range of available exchange rates on the date the Network clears the Transactions, and therefore the exchange rate applied to the Transaction may vary from the exchange rate at the time of authorization of the Transaction. **[Vendor]** reserves the right to impose additional Card usage limitations in **[Vendor]**'s sole discretion.

5.6. **Technical Support; Cardholder Service.** **[Vendor]** will provide technical support related to Company's Program, Company's **[Vendor]** Account and Company's use of the Services via the Dashboard. Company may use the Dashboard to submit Cardholder service requests for Company Cards. Upon request and in **[Vendor]**'s sole discretion, **[Vendor]** may grant Company read-only access to Cardholder Account information through the Dashboard, and Company may elect to authorize Company's Personnel to: (a) respond to requests from Cardholders regarding Cardholder Account, Card balance, funds transfers, and other Transaction information; (b) respond to frequently asked questions regarding the Program; (c) provide Cardholder service contact information; and (d) transfer Cardholder support requests to **[Vendor]**; however, **[Vendor]** will be solely responsible for responding to all Card replacement requests, complaints, Transaction disputes, and any other inquiries from Cardholders that require write access to a Cardholder Account. Unless expressly authorized by **[Vendor]** and subject to applicable Supplemental Terms, Company is not authorized to use Company's Developer Keys, the **[Vendor]** Platform or the Services to submit Card applications or open Cardholder Accounts on behalf of Cardholder, process Chargebacks, resolve Transaction disputes, or take any other actions whatsoever on behalf of a Cardholder. Company's authorized Personnel may view Cardholder Account statements, and run Cardholder Account and

Transaction reports; however, all access to Customers' Cardholder Account credentials, PANs and Cardholder Information by Company or Company's Personnel is strictly prohibited.

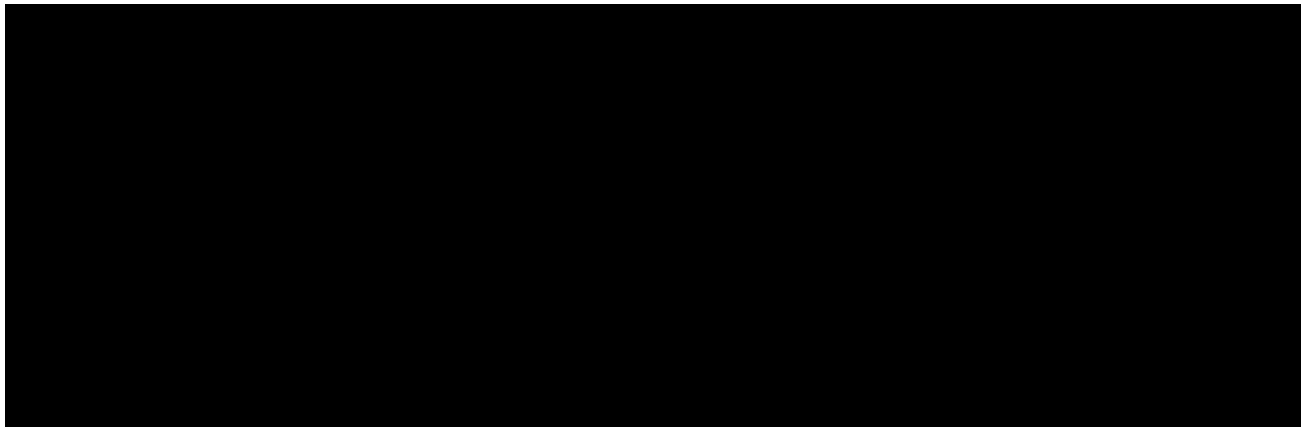
5.7. **Program Information Ownership.** Program Information is *[Vendor]*'s Confidential Information, and *[Vendor]* will retain sole ownership and control of all Program Information. Except as expressly permitted in this Agreement, as required to perform Company's obligations under this Agreement, or to the extent required under Applicable Law or the Rules, Company and Company's Affiliates may not use Program Information for any reason or provide or disclose any Program Information to any third party. Program Information and Company Information may include information already in Company's possession or collected by Company from Customers, and the restrictions set forth in this Section 5.7 will not apply to any such overlapping information. *[Vendor]* and Issuer may use Program Information and Company Information as set forth in the *[Vendor]* Services Privacy Policy located at  *[Vendor website hyperlink]* *[Vendor]* Corporate Privacy Policy located at , *[Vendor website hyperlink]* and in Issuer privacy policy located at , *[Vendor website hyperlink]* as applicable to Company's Program. Company is responsible for obtaining consent from Company's Customers to invite them to apply for a Card, and Company must disclose to them that Company is sharing their Personal Information with *[Vendor]* for the purposes of applying for a Card. Company is also responsible for obtaining consent from Company's Personnel to share their Personal Information with *[Vendor]*, and for disclosing to them that *[Vendor]* may collect, retain, and disclose their Personal Information in connection with Company's Program, and Company's use of the *[Vendor]* Account, the *[Vendor]* Platform, and the Services.

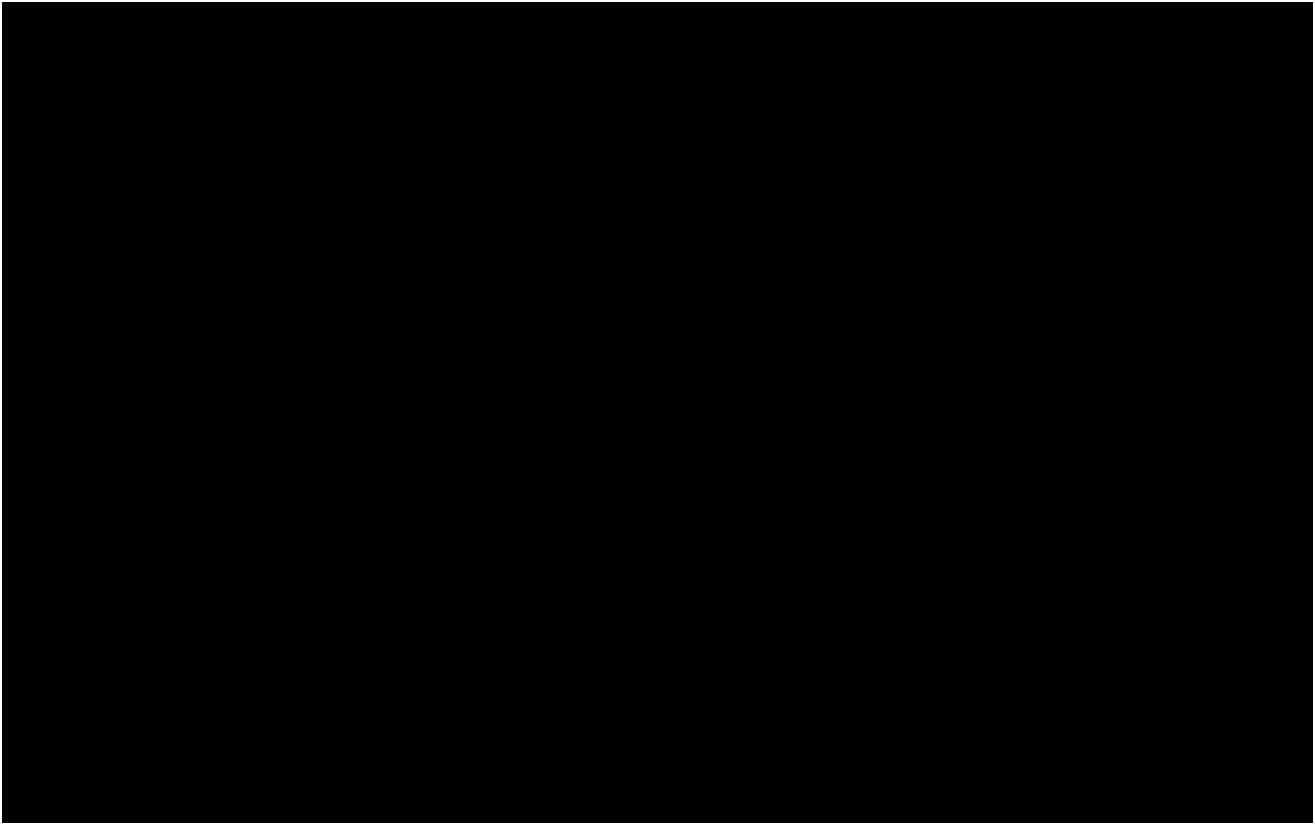
6. FINANCIAL TERMS.

6.1. Program Fees.

6.1.1. **Terms and Payment.** Company agrees to pay the Program Fees set forth in Attachment A. *[Vendor]* may change the Program Fees in our sole discretion by providing Notice in accordance with Section

15.6. If *[Vendor]* invoices Company for the Program Fees, Company will pay each invoice within 30 days of the invoice date. *[Vendor]* may require other payment mechanisms by providing at least 30 days written notice.

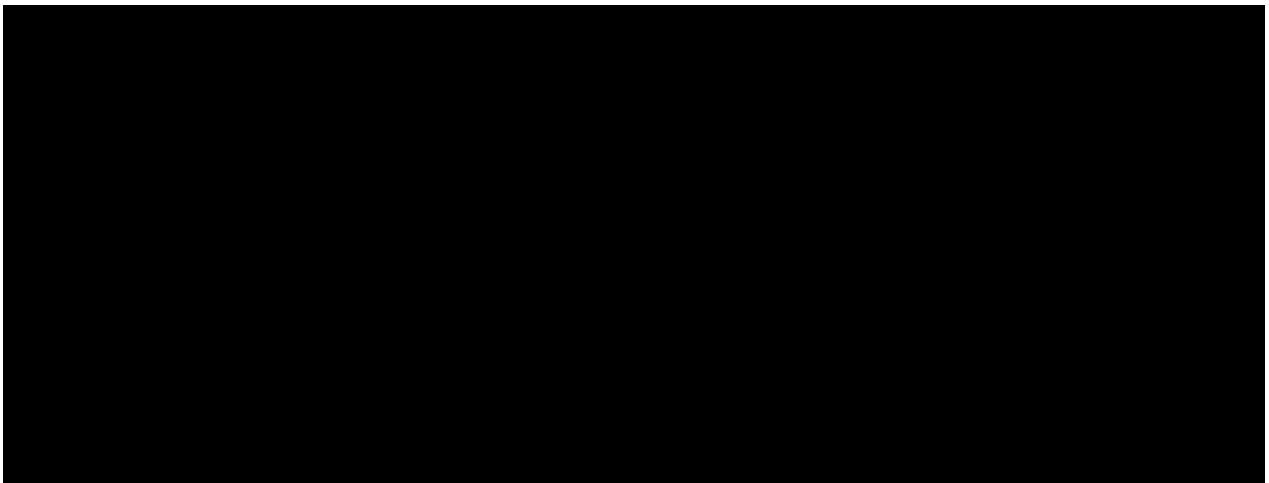




[Section contains information regarding the fee arrangement between the parties.]

6.4. **Transaction Disputes.** If a Cardholder contacts Company to dispute a Transaction on a Card, Company must refer the Cardholder to **[Vendor]**, and notify **[Vendor]** immediately. Company is not permitted to adjudicate, attempt to reverse, or otherwise advise Cardholders regarding the validity of a Transaction dispute.

6.5. Liabilities.



[Section outlines parties' liability for losses of Cards.]

6.5.2. **Liability for Processing Service Costs.** Company is solely responsible for all normal fees, dues, expenses, penalties, fines and assessments imposed by a Payment Network or other third party against Issuer or **[Vendor]** related to **[Vendor]**'s provision of the Processing Services or that result from the **[Vendor]** Confidential

failure of any aspect of the Program to comply with the Rules.

6.6. **Delinquency.** If Company: (a) breach this Agreement; (b) fail to pay any amounts due to **[Vendor]** when owed; (c) experience an Insolvency Event or Change of Control; (d) provide **[Vendor]** with false or incomplete information; (e) alter the fundamental nature of Company's business activities; or (f) pose an unacceptable regulatory, reputational, or financial risk to **[Vendor]**, Issuer, or Cardholders, **[Vendor]** may cease to authorize Transactions, refuse to issue new or replacement Cards, or demand immediate payment of any amounts Company owes us. Company will also reimburse **[Vendor]** for **[Vendor]**'s legal fees and all other reasonable costs **[Vendor]** incurs while collecting any outstanding amounts Company fails to pay **[Vendor]**. **[Vendor]** and Issuer have the right to debit or charge any amount Company owes **[Vendor]**, or the amount of any unpaid claim **[Vendor]** has against Company related to this Agreement from the Company Bank Account or Payment Card, the Program Account, or any Reserve Account.

6.7. **Insurance.** Company will maintain insurance policies at its own expense for: (a) Internet media, network security, privacy liability, and cyber liability; (b) commercial general liability, including contractual liability, and (c) other insurance policies reasonably necessary to cover Company's activities under this Agreement and the activities of such Company's personnel or Third-Party Service Providers. At **[Vendor]**'s request, Company will provide **[Vendor]** with certificates of insurance evidencing such coverage.

7. CONFIDENTIALITY AND DATA SECURITY

7.1. **Confidentiality.** Each party (a "Receiving Party") will: (a) hold the other party's (the "Disclosing Party") Confidential Information in strict confidence and employ commercially accepted precautions to protect such Confidential Information at least as robust as the Receiving party employs with respect to its own Confidential Information; (b) not disclose the Disclosing Party's Confidential Information to any third person, except as permitted in this Agreement; (c) not copy or reverse engineer any such Confidential Information; (d) not give access to the Disclosing Party's Confidential Information to any employee, subcontractor, or agent that does not have a legitimate "need to know" of such information; and bind each such Person to enter into a written confidentiality Agreement that contains terms equivalent to this Section 7.1; and (e) not use the Disclosing Party's Confidential Information for any purpose unrelated to fulfillment of the Receiving Party's obligations under this Agreement. Confidential Information does not include information that is: (i) already known or possessed by the Receiving Party without an obligation of confidentiality other than under this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) approved by the Disclosing Party for disclosure. In any dispute with respect to these exclusions, the burden of proof will be on the Receiving Party to show that the exclusion applies. Each party may disclose the other party's Confidential Information if required to do so by a Regulatory Authority; except that the Receiving Party will give reasonable notice to the Disclosing Party of such occurrence, and will limit disclosure of such information to the extent permissible by Applicable Law, and in such a manner as if such information was the Receiving Party's own Confidential Information. Except as otherwise provided in this Agreement, within 30 days of termination of this Agreement the Receiving Party will, at the Disclosing party's discretion: (y) return to the Disclosing

Party all materials belonging to the Disclosing Party that constitutes the Disclosing Party's Confidential Information; or (z) destroy the Disclosing Party's Confidential Information and provide the Disclosing Party a written certification signed by an authorized officer of the Receiving party that all such information was destroyed. Each party may retain the other party's Confidential Information to the extent required to comply with Applicable Law, or if instructed to do so by a Regulatory Authority; except that each party will continue to maintain the confidentiality of the other party's Confidential Information pursuant to the terms of this Section 7.1.

7.2. Data Security.

7.2.1. **Security Program.** Company will establish administrative, technical and physical safeguards (a "**Security Program**") designed to: (a) ensure the security of any Program Information or Cardholder Information in Company's control or possession, or to which Company has access through the Dashboard; (b) protect against any anticipated threats or hazards to the security or integrity of such Program Information or Cardholder Information; (c) ensure the proper disposal of Program Information; and (d) protect against unauthorized access to or use of Program Information. Company will ensure that Company's Security Program complies with the Security Guidelines at all times during the term of this Agreement, and as required by Applicable Law or pursuant to any terms that survive termination of this Agreement related to retention of Program Information.

7.2.2. **Security Breach.** In the event there is a breach of security of Company resulting in actual or suspected unauthorized access to or use or disclosure of Program Information or Confidential Information ("**Security Breach**"), Company will (a) immediately take all steps to immediately limit, stop or otherwise remedy such Security Breach; (b) notify **[Vendor]** within 24 hours of the occurrence of any such Security Breach; and (c) provide a detailed description of the nature of the breach or loss and the steps taken to investigate the incident, secure Company's systems or recover lost information, and prevent the recurrence of further security breaches or losses. Subject to **[Vendor]**'s and Issuer's approval, Company will coordinate any Security Breach notifications to Regulatory Authorities, Cardholders or other third parties with **[Vendor]** and Issuer. In addition to all remedies available under Applicable Law, **[Vendor]** and Issuer will be entitled to all available equitable remedies in the event of a Security Breach or threat of a Security Breach, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual Loss. If **[Vendor]** experiences a Security Breach involving loss of Company Information, **[Vendor]** will notify Company in accordance with **[Vendor]**'s obligations under Applicable Law, and make reasonable efforts to mitigate the effects of the loss of such information.

7.2.3. **Security Audits.** **[Vendor]** and Issuer have the right to conduct an audit of Company's Security Program and the Company Platform and Company must fully cooperate with any requests for information or assistance from **[Vendor]**, Issuer or any third-party auditor **[Vendor]** assigns to perform the audit.

8. COMPLIANCE.

8.1. **Examination; Enforcement of Terms.** Company agrees to comply with all Applicable Laws related to this Agreement, the Program, Company's **[Vendor]** Account, and any Cards or Cardholder Accounts. Company specifically acknowledges that each Regulatory Authority with supervisory authority over Issuer or **[Vendor]**, including the FDIC and such other state and federal Regulatory Authorities, has the authority to examine Company's compliance with Applicable Law, and Company's ability to perform Company's obligations under this Agreement. Company also agrees that Issuer may rely upon and enforce the terms of this Agreement against Company as a third-party beneficiary to this Agreement. Upon request, Company will provide **[Vendor]** with Company's annual financial report (including an audited annual financial report once available) if requested by Issuer, but not more than once per year, and all other information requested by Issuer related to Company and the Program.

8.2. **Web Accessibility Standards.** If any of Company's Program Materials involve Web Content that will be accessed by Cardholders or any third parties, the Program Materials shall technically and functionally comply with and conform to the ADA's applicable Web Accessibility Standard.

9. INTELLECTUAL PROPERTY.

9.1. **[Vendor] Materials License.** **[Vendor]** and **[Vendor]**'s licensors own the incorporated **[Vendor]** Materials, and title to and ownership of the **[Vendor]** Materials will remain with us. Company may only use the **[Vendor]** Materials as provided to Company for the purposes set forth in this Agreement. Company may not modify, reverse engineer, create derivative works from, or disassemble the **[Vendor]** Materials, or register, attempt to register, or claim ownership in the **[Vendor]** Materials or any portions of the **[Vendor]** Materials. When **[Vendor]** approves Company's **[Vendor]** Account, **[Vendor]** grants Company a royalty-free, non-exclusive, revocable, and nontransferable license to use the **[Vendor]** Materials as provided through the **[Vendor]** Platform and solely as permitted by this Agreement. This license terminates immediately upon termination of this Agreement or closure of Company's **[Vendor]** Account, or unless terminated earlier by us. **[Vendor]** may use any Feedback about the **[Vendor]** Materials, the **[Vendor]** Platform and the Services, or new features and functionality of the **[Vendor]** Platform freely and without restriction. Except where specifically notified by **[Vendor]**, **[Vendor]** will not compensate or credit Company or Company's Personnel for Feedback provided to us. **[Vendor]** may make new features and functionality to Company by invitation; and if Company accepts the invitation, Company agrees to provide Feedback for such access.

9.2. **Company Marks.** Company grants **[Vendor]** and Issuer a nonexclusive, non-transferable, revocable, worldwide, royalty-free right during the term of this Agreement to use the Company name, and Company Marks as set forth in the Agreement. **[Vendor]** may use the Company Marks as provided to **[Vendor]** to fulfill **[Vendor]**'s obligations under this Agreement, on the **[Vendor]** website to identify Company as **[Vendor]**'s customer. Company agrees that Issuer will be a third-party beneficiary of the rights granted to **[Vendor]** under this Section 9.2. Title to and ownership of the Company Marks will remain with Company. This license terminates immediately upon termination of this Agreement or unless terminated earlier by Company. Company represents and warrants that the Company Marks do not infringe on the IP of any third party,

and that Company has obtained licenses to use all IP shared with Company or otherwise used in fulfillment of Company's obligations under this Agreement.

9.3. No Work For Hire; Limited License. This Agreement is not a work made-for-hire agreement with regard to either party. Except for the express licenses granted in this Section 9, neither party is granting or assigning to the other party, or its Affiliates any right, title, or interest, express or implied, in or to the other party's IP, or the IP of any third party to which a party has been granted a license (including Issuer's Marks); and each party reserves all rights in its IP, and to the IP rights granted to it by any third party.

10. TERM AND TERMINATION.

10.1. Termination. This Agreement is effective when Company submits Company's Program application and continues until **[Vendor]** or Company terminates the Program or Company's **[Vendor]** Account in accordance with these terms. Company may terminate this Agreement by providing Notice to **[Vendor]**, paying all amounts owed by Company, and ceasing to use the Services. **[Vendor]** may decline to close Company's **[Vendor]** Account if the Program Account has a negative balance, if any Funds that **[Vendor]** is holding on Company's behalf are subject to a hold, lien or other restriction, or if **[Vendor]** believe that Company is terminating the Program or closing Company's **[Vendor]** Account to evade any legal or regulatory requirement or investigation. **[Vendor]** may terminate this Agreement, Company's Program and close Company's **[Vendor]** Account at any time and for any reason by providing Company ninety (90) days notice. If **[Vendor]** believes Company has breached or is likely to breach the terms of this Agreement or any applicable Supplemental Terms, or if required by Issuer, a Regulatory Authority or pursuant to Applicable Law, **[Vendor]** may terminate Company's Program and this Agreement, or close Company's **[Vendor]** Account without prior Notice to Company. Company is responsible for all Transactions, Program Fees, Penalties, Card Losses and all other Losses caused by Company's actions or inactions or for which Company is otherwise liable pursuant to the terms of this Agreement prior to termination, and for any costs **[Vendor]** may incur in the process of terminating Company's Program, or closing Company's **[Vendor]** Account.

10.2. Effect of Termination. Upon termination of this Agreement: (a) unless otherwise agreed in writing by **[Vendor]**, Company will promptly return to **[Vendor]** or destroy all **[Vendor]** Materials and other **[Vendor]** Confidential Information made available to Company in connection with this Agreement, regardless of form; (b) all licenses granted to Company under this Agreement will immediately terminate; and (c) any applicable Supplemental Terms will immediately terminate (except for any sections that explicitly survive termination). No termination of this Agreement will relieve Company of Company's liability for the payment or performance of any obligation accrued by Company prior to the effective date of such termination, including any indemnification obligations arising under Section 12, and regardless of whether **[Vendor]** has asserted such indemnification claim before termination.

11. SURVIVAL. Sections 5.3 (Card Ownership), 5.7 (Program Information Ownership), 6 (Financial Terms), 7 (Confidentiality and Data Security), 8 (Compliance with Applicable Law; Examination; Enforcement of Terms), 9 (Intellectual Property), 10 (Term and Termination), 12 (Indemnification), 13 (Limitation of

Liability), 14 (Disclaimer), 15 (Additional Terms) and this Section 11, together with all other provisions of this Agreement or any Supplemental Terms incorporated in this Agreement giving rise to continuing obligations of the parties, will survive termination of this Agreement.

12. INDEMNIFICATION. Company will, at Company's own expense, hold harmless, defend, protect, and indemnify **[Vendor]**, Issuer and **[Vendor]**'s Affiliates (the "**Indemnified Parties**") from and against all Losses incurred by an Indemnified Party resulting from a Third-Party Claim against an Indemnified Party caused or incurred by, resulting from, arising out of, or related to: (a) Company's breach of any obligation, representation, warranty or covenant in this Agreement; (b) any actual or alleged infringement, violation, or misappropriation of a third party's IP or proprietary rights by Company; (c) Company's gross negligence, fraud or intentional misconduct; (d) Company's violation of Applicable Law or the Rules; (e) a Security Breach caused by Company; or (f) Company's agreements with third parties (including banks and end users) or Company's card program. Company further agrees to indemnify Issuer against any Third-Party Claims against Issuer by any Cardholder or other third party based on Company's actions or inactions related to Company's obligations under this Agreement.

13. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES WILL **[Vendor]** BE LIABLE TO YOU, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSSES, DAMAGES, LOST PROFITS OR LOST REVENUES (EVEN IF SUCH LOSSES ARE FORESEEABLE, AND REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES) RESULTING FROM, ARISING OUT OF, OR RELATED TO COMPANY'S USE OR INABILITY TO USE THE **[Vendor]** PLATFORM, CARDS OR THE SERVICES. **[Vendor]** IS NOT LIABLE TO YOU, COMPANY'S CUSTOMERS, COMPANY'S PERSONNEL OR COMPANY'S AFFILIATES, AND **[Vendor]** DENIES ANY RESPONSIBILITY WHATSOEVER FOR LOSSES: (A) ARISING FROM UNAUTHORIZED ACCESS TO OR USE OF COMPANY'S **[Vendor]** ACCOUNT, OR ANY CARDHOLDER ACCOUNTS OR CARDS; OR (B) COMPANY'S FAILURE TO IMPLEMENT APPROPRIATE DATA SECURITY AND ANTI-FRAUD POLICIES AND PROCEDURES IN RELATION TO COMPANY'S PROGRAM OR COMPANY'S **[Vendor]** ACCOUNT.

[Vendor] FURTHER DENIES RESPONSIBILITY FOR ALL LIABILITY AND DAMAGES TO YOU, COMPANY'S PERSONNEL, CUSTOMERS, OR ANY THIRD PARTIES CAUSED BY (A) MANAGEMENT OF COMPANY'S PROGRAM, OR ACCESS TO OR USE OF COMPANY'S **[Vendor]** ACCOUNT IN A MANNER INCONSISTENT WITH THIS AGREEMENT OR THE INSTRUCTIONS OR OTHER INFORMATION **[Vendor]** PROVIDES TO YOU; (B) ANY UNAUTHORIZED ACCESS TO OR USE OF COMPANY'S **[Vendor]** ACCOUNT, THE DEVELOPER TOOLS, COMPANY'S DEVELOPER KEYS, THE **[Vendor]** PLATFORM, CUSTOMER INFORMATION, CARDHOLDER INFORMATION, OR ANY OTHER PROGRAM INFORMATION; (C) SUSPENSION OR TERMINATION OF THE PROGRAM, THE SERVICES, OR ANY CARDHOLDER ACCOUNT FOR ANY REASON; (D) ANY BUGS, VIRUSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE **[Vendor]** PLATFORM, THE DEVELOPER TOOLS OR THE SERVICES; (E) ANY ERRORS, INACCURACIES, OMISSIONS, OR LOSSES IN OR TO ANY COMPANY INFORMATION PROVIDED TO **[Vendor]** BY YOU; (F) ANY CONTENT PROVIDED BY YOU;

(G) COMPANY'S USE OF OR ACCESS TO ANY CUSTOMER INFORMATION, CARDHOLDER INFORMATION, TRANSACTION INFORMATION, OR OTHER PROGRAM INFORMATION, OR (H) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT BY COMPANY OR ANY THIRD PARTY. **[Vendor]**'S MAXIMUM AGGREGATE LIABILITY TO COMPANY UNDER THIS AGREEMENT FOR ALL OTHER DIRECT OR INDIRECT DAMAGES WILL BE THE GREATER OF: (Y) THE PROGRAM FEES COMPANY PAID **[Vendor]** DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO COMPANY'S CLAIM FOR DAMAGES; AND (Z)

\$100. THESE LIMITATIONS ON **[Vendor]**'S LIABILITY TO YOU, COMPANY'S PERSONNEL, COMPANY'S CUSTOMERS, OR ANY THIRD PARTIES WILL APPLY REGARDLESS OF THE LEGAL THEORY ON WHICH COMPANY'S CLAIM IS BASED, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY OR BASIS.

COMPANY FURTHER ACKNOWLEDGES THAT ISSUER HAS NO LIABILITY WHATSOEVER TO YOU, COMPANY'S PERSONNEL, ANY CUSTOMER, OR ANY THIRD PARTY PURSUANT TO THE TERMS OF THIS AGREEMENT, AND ANY CLAIMS BROUGHT BY COMPANY'S CUSTOMERS RELATED TO CARDHOLDER ACCOUNTS MUST BE BROUGHT DIRECTLY AGAINST ISSUER PURSUANT SOLELY TO THE TERMS OF THE CARDHOLDER AGREEMENTS, APPLICABLE LAW, AND THE RULES.

14. **DISCLAIMER.** UNLESS CLEARLY STATED ELSEWHERE IN THIS AGREEMENT, **[Vendor]** AND ISSUER MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE **[Vendor]** PLATFORM, CARDS OR THE SERVICES IT PROVIDES UNDER THIS AGREEMENT, INCLUDING WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE TO AND NON-INFRINGEMENT OF ANY TECHNOLOGY OR IP PROVIDED BY **[Vendor]**, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. **[Vendor]** SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE **[Vendor]** PLATFORM OR ITS SERVICES, OR THE SERVICES OF ANY THIRD PARTY PROVIDED IN CONNECTION WITH THIS AGREEMENT, WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT SUCH SERVICES WILL BE COMPATIBLE WITH, OR OPERATE IN, ANY COMPUTER OPERATING SYSTEM, NETWORK OR SYSTEM CONFIGURATION, OR ANY OTHER ENVIRONMENT.

15. **ADDITIONAL TERMS.**

15.1. **Notices.** **[Vendor]** will provide Notices regarding Company's use of the **[Vendor]** Platform, Company's Program Account, Cards, Cardholder Accounts and the Services to Company and Company's Personnel electronically through the Dashboard, via email, push notification, or via text or SMS to the mobile phone number provided to **[Vendor]** by Company, or Company's Personnel. Company may not apply for a Program, access the **[Vendor]** Platform or use the Services unless Company consents to receive Notices electronically. Company may only withdraw consent to receive Notices electronically by terminating the Program and closing Company's **[Vendor]** Account. These Notices may include alerts about Services or Transactions, and may allow Company's Personnel to respond with information about Transactions or Company's **[Vendor]** Account. Company authorizes Company's Personnel to take any available actions, subject to limitations based on permissions and authorization. Company's Personnel may elect to not receive certain Notices via text or SMS, but this will limit the use of certain Services and may increase the

financial risks to Company including Losses caused by unauthorized access to Company's **[Vendor]** Account, or lost, stolen or compromised Cards or Cards Accounts. **[Vendor]** may also send text or SMS messages to Company's Personnel to allow **[Vendor]** to verify their identity, to provide other information about Company's **[Vendor]** Account, Cards, and Cardholder Accounts and for other purposes that **[Vendor]** identifies and that are available through Company's **[Vendor]** Account or the **[Vendor]** Platform. Company and Company's Personnel are required to maintain updated web browsers, computers, and mobile device operating systems to receive Notices. Company and Company's Personnel are responsible for all costs imposed by their respective Internet or mobile service providers for sending or receiving Notices electronically.

[Vendor] will send important Notices regarding payments, Program Fee changes, amendments to this Agreement, and termination or suspension of the Program or Company's **[Vendor]** Account to Administrator through the Dashboard or by email and such Notices will be considered received 24 hours after **[Vendor]** sends them.

15.2. **Complaints and Litigation.** Company will promptly provide **[Vendor]** with copies of any Cardholder complaints, lawsuits or other legal causes of action Company receives relating to Company's obligations under this Agreement, or that would reasonably be expected to affect **[Vendor]**, **[Vendor]**'s Affiliates, Issuer, or the Network. **[Vendor]** may reply to and comply with any legal order that **[Vendor]** receives from any court or Regulatory Authority, and **[Vendor]** may hold or deliver any Funds **[Vendor]** or Issuer hold on Company's behalf in response to such legal order. If permitted by Applicable Law, **[Vendor]** will give Company Notice of such legal order in accordance with Section 15.1. **[Vendor]** is not responsible for any Losses of any nature that result from the actions we take or do not take in response to such legal order.

15.3. **Third-Party Beneficiaries.** This Agreement does not benefit or create any right or cause of action in or on behalf of any Person other than Company and **[Vendor]**.

15.4. **Independent Contractors.** Nothing contained in this Agreement will be construed as creating or constituting a partnership, joint venture or agency between the parties to this Agreement. Each party will be deemed an independent contractor with respect to the other party in fulfillment of their respective obligations.

15.5. **Assignment; Right to Subcontract.** Company may not assign this Agreement to any third party, and Company's rights, privileges, duties and obligations in this Agreement may not be assigned or delegated by Company to any Subcontractor without **[Vendor]**'s and Issuer's prior written consent. If **[Vendor]** approves the assignment of any of Company's obligations to a Subcontractor, Company will enter into an Agreement with each such Subcontractor that contains terms substantially equivalent to this Agreement and Company will otherwise ensure that each Subcontractor complies with the terms of this Agreement, the Rules, and Applicable Law in fulfillment of Company's obligations or duties. All liabilities arising under or as a consequence of the acts or omissions of any Subcontractor in connection with this Agreement will be solely Company's and not those of any Subcontractor. **[Vendor]** or Issuer may transfer, sell, or assign the

Cardholder Accounts and Cards, this Agreement or any of **[Vendor]**s or Issuer's other rights under this Agreement without Notice to Company.

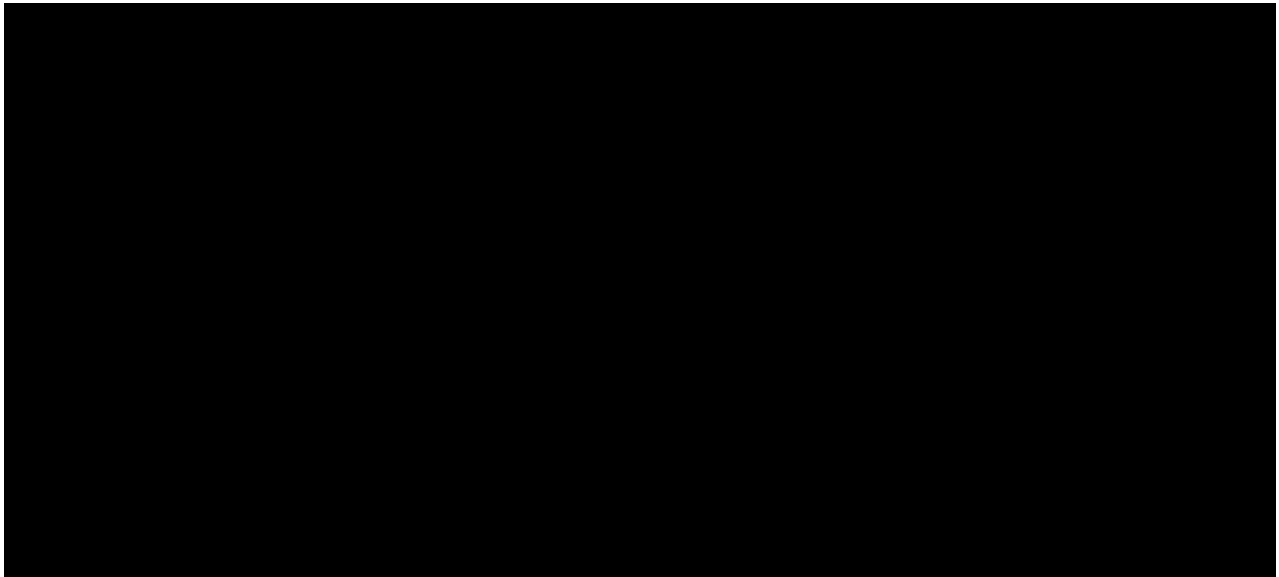
15.6. **Amendments.** **[Vendor]** may revise or add additional terms to this Agreement at any time in our sole discretion, and **[Vendor]** will provide Company Notice of any such changes by delivering Notice to Company electronically, and the amended version will become effective at the time **[Vendor]** provides Notice to Company. Company's continued use of Company's **[Vendor]** Account will constitute acceptance of the amended Agreement terms. If any amendments materially reduce Company's rights or increase Company's responsibilities, **[Vendor]** will provide Company with at least 30 days' advance email Notice of the amended Agreement before the amended Agreement becomes effective as to Company. If Company does not agree with the terms of any amended Agreement, Company may close its **[Vendor]** Account in a manner consistent with this Agreement or stop using the **[Vendor]** Platform before it becomes effective as to Company.

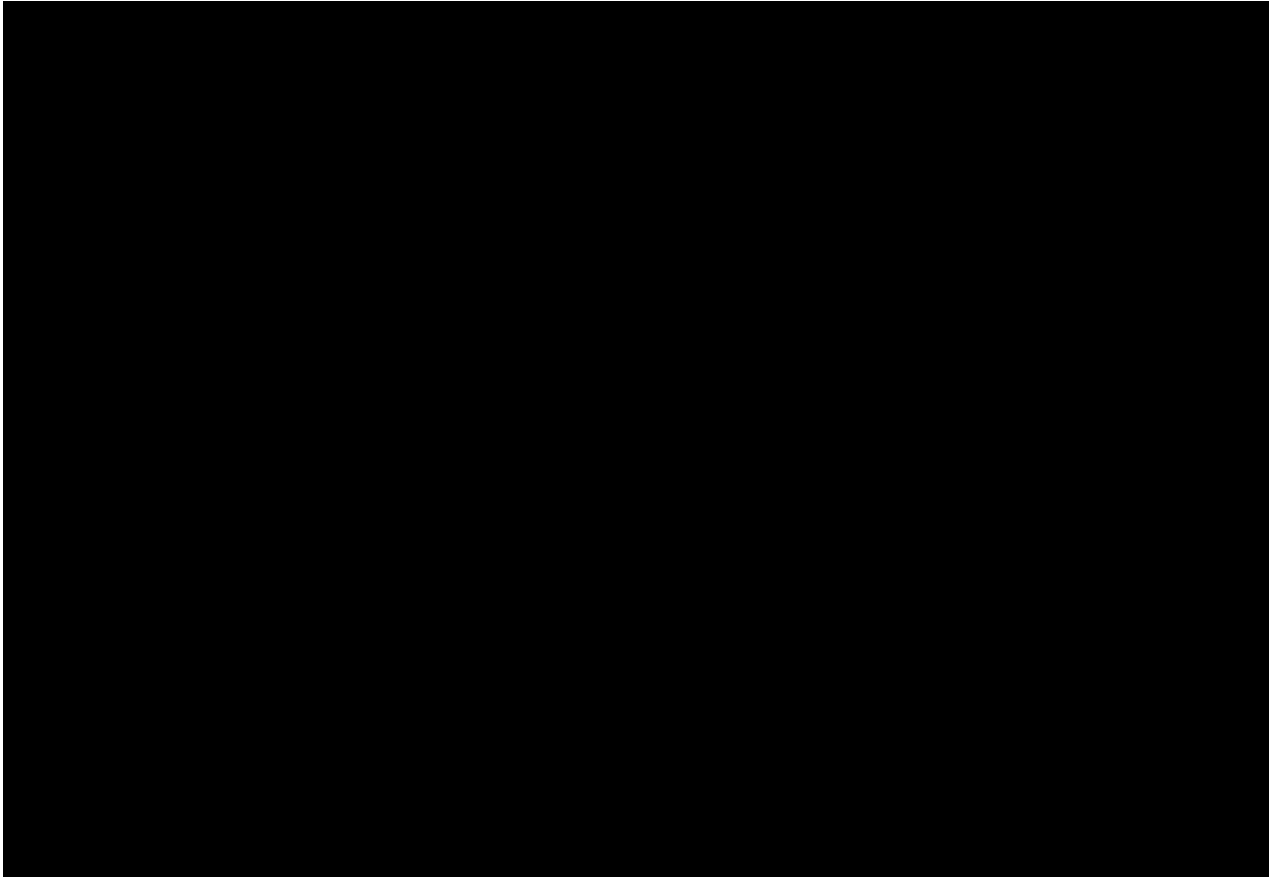
15.7. **Governing Law and Venue.** Any dispute, controversy or claim resulting from a party's rights and obligations under this Agreement, whether in contract, tort, equity or otherwise, will be governed by, construed, interpreted, and enforced in accordance with the laws of the state of California; and will be subject to the exclusive jurisdiction of the state and federal courts located in the City and County of San Francisco, California.

15.8. **Entire Agreement.** This Agreement embodies the entire understanding of the parties and supersedes in their entirety all prior communication, correspondence, and instruments, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement.

15.9. **Publicity.** **[Vendor]** may refer to Company in customer reference lists and sales presentations as a customer and Program partner.

15.10. DISPUTE RESOLUTION; ARBITRATION; CLASS ACTION AND JURY TRIAL WAIVER.





[Section contains arbitration provisions, including the terms under which the parties would submit to arbitration and other forms of dispute resolution.]

15.11. **Force Majeure.** Neither party will be liable for delay or failure to perform, in whole or in part, any of its duties under this Agreement due to factors beyond its control, including lack or failure of raw materials, strike, lockout or other labor disturbance, sabotage, terrorism, acts of war or other armed conflict, acts of God, health emergencies, earthquake, storm, fire, electrical supply or telecommunications failure; except that this Section 10.13 will not (a) eliminate a party's obligations to pay any amounts owed to the other party under this Agreement, or (b) limit the right of any party to this Agreement to make any claim against third parties for any damages suffered due to any such event.

15.12. **Taxes.** All amounts stated in this Agreement are inclusive of goods and services tax, Value Added Taxes, and any other applicable taxes on fees or services. Company will be solely responsible for calculating any sales, use or other taxes applicable to Company or to Company's Customers resulting from Program activities, if any, and determining any filings required to be made with any Regulatory Authority in connection with this Agreement.

15.13. **Cumulative Remedies; Waiver.** The parties do not intend the rights conferred upon both parties to this Agreement to be exclusive of each other or of any other rights and remedies of both parties under this Agreement, under Applicable Law, the Rules, or in equity. Rather, each and every right of both parties to this Agreement, under Applicable Law and the Rules, or in equity is cumulative and concurrent and in addition to all other rights of the parties. No waiver by any party of any breach of any provision of this Agreement to be performed by a party will be construed as a waiver of any succeeding breach of the

same or any other provision of this Agreement. **[Vendor]** does not waive **[Vendor]**'s rights by delaying or failing to exercise them at any time.

15.14. **Severability.** If any provision of this Agreement, or the application of any such provision to any person or circumstance, is invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected by such invalidity or unenforceability, and the Parties expressly authorize any court of competent jurisdiction to modify any such provision in order that such provision will be enforced by such court to the fullest extent permitted by Applicable Law.

15.15. **Supplemental Terms.** If Company desires to use additional features of the Services not described in this Agreement, such as a Cardholder rewards program or integration with Company's Company App, or if **[Vendor]** determines that Company's Program Specifications or Company's business activities pose unusual risk to **[Vendor]**, Issuers, or Customers; or if **[Vendor]** is required to do so by an **[Vendor]** Partner, **[Vendor]** may require Supplemental Terms between **[Vendor]**, Issuers and Company. **[Vendor]** may add or change the applicability of these requirements and the Supplemental Terms at any time. Company may also be required to enter into such Supplemental Terms to access or continue to use the **[Vendor]** Platform and the Services if Company seeks to alter or expand Company's Program Specifications. For example, **[Vendor]** may require Company to provide **[Vendor]** with additional Reserves to secure Company's liabilities to **[Vendor]**, or **[Vendor]** may require Company to enter into a security agreement or provide a security interest in Company's assets for certain Program types. **[Vendor]** will provide any Supplemental Terms separately from this Agreement, and any such Supplemental Terms will become a part of this Agreement.

Signed:

Company Name: Kash Corp.

[Redacted] [Vendor name]

Signature: [Redacted]

Signed: [Redacted]

Name: [Redacted]

Name: [Redacted]

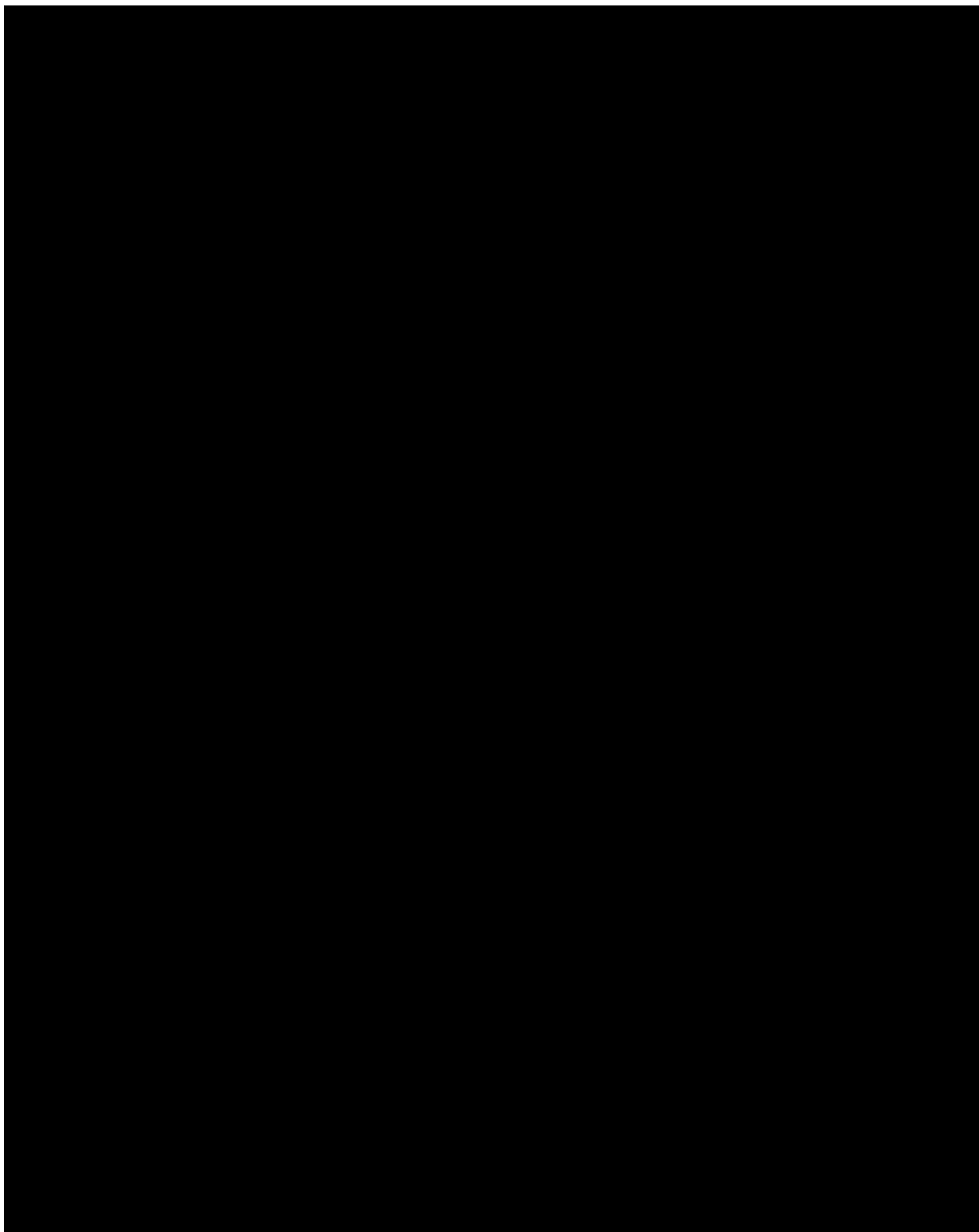
Title: [Redacted]

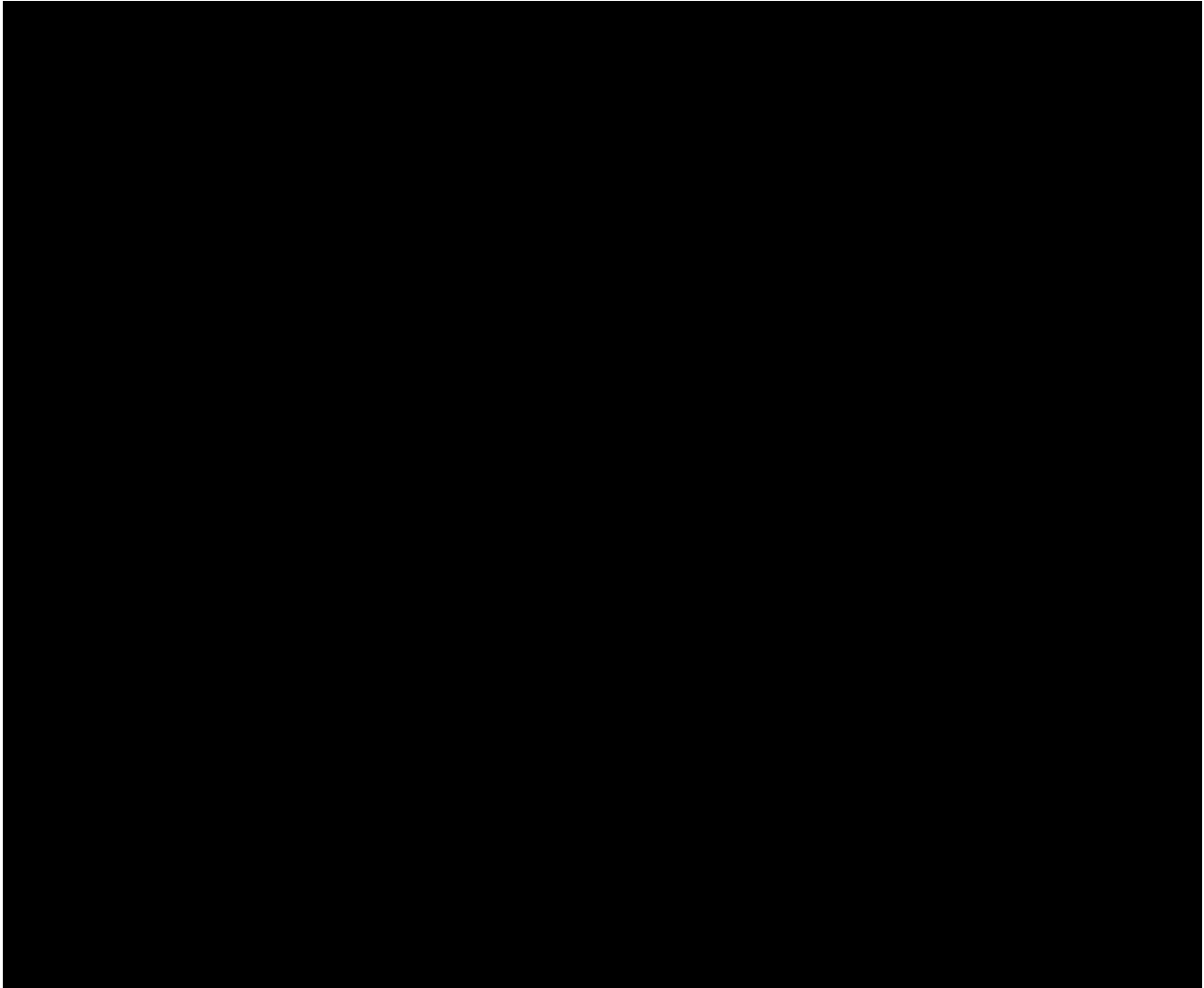
Title: [Redacted]

Date: 3/15/2023

Date: 3/15/2023

**ATTACHMENT A
PROGRAM FEES**





[Section contains transaction fees charged by the Vendor to the Company or its respective customers.]

[Vendor] will deliver an invoice to Company after the end of each month for all amounts owed to **[Vendor]** pursuant to this Agreement for the previous calendar month. Company will be responsible for verifying the invoice amounts and will notify **[Vendor]** of any perceived errors, whether to Company's benefit or to **[Vendor]**'s benefit.

Company will pay each invoice no later than 30 days after Company's receipt of the invoice. At **[Vendor]**'s request, Company will provide **[Vendor]** with Company's Bank Account number from which **[Vendor]** may debit the amounts owed in each invoice, and any other amounts due or payable to **[Vendor]** under the terms of this Agreement. In such event, **[Vendor]** will provide reports of the amounts debited by **[Vendor]** on a monthly basis.

COMPANY INFORMATION

Company Primary Contact Information

Name:

[REDACTED]

Email:

[REDACTED]

Phone:

[REDACTED]

Send all invoices to:

Email:

[REDACTED]

Phone:

[REDACTED]

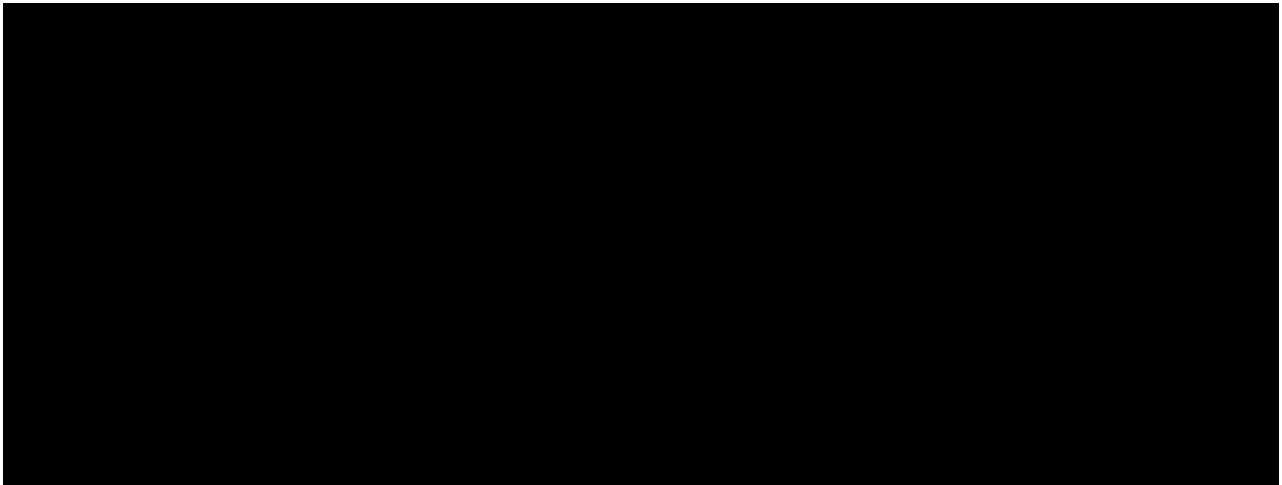
Address for
invoices:

[REDACTED]

**ATTACHMENT B
INTERCHANGE REVENUE SHARE**

[Vendor] will pay Company a percentage of the "Net Interchange Fees" for each calendar month based on the Program monthly total Transaction volume ("Interchange Revenue Share"). "Net Interchange Fees" means the aggregate interchange fees received by **[Vendor]** from the Payment Networks each month for each net interchange-eligible Transactions, net of all debits, return and reversal interchange charges.

For the avoidance of doubt, the Interchange Revenue Share does not affect any amounts Company owed to **[Vendor]** and shall not be offset against or deducted from any Company payments to **[Vendor]**.



[Section contains the Interchange Revenue Share payable to the Company.]

If a Payment Network claws back Net Interchange Fees for any reason and in any manner, **[Vendor]** may deduct such clawbacks from the Interchange Revenue Share otherwise owed to Company. If a clawback occurs after this Agreement has expired or is terminated, Company will reimburse **[Vendor]** for the clawed back amount upon **[Vendor]**'s request.

[Vendor] PAYMENTS BLUE PACKAGE ADDENDUM

██████████ (“**[Vendor]**”) and Company (named below) enter into this Blue Package Addendum (“Addendum”) to the **[Vendor]** Green Package Agreement (“Green Package Terms”) between the parties and dated 3/15/2023 currently in effect. While this Addendum is in effect, the parties’ “Agreement” consists of the Green Package Terms and this Addendum. Capitalized terms not defined in this Addendum have the meaning used in the Green Package Terms. The Addendum Effective Date is shown in Attachment A.

The parties agree as follows:

1. BLUE PACKAGE SERVICES.

1.1. The services shown in Attachment A (including optional services) (“Blue Package Services”) constitute “Services” under the Agreement.

1.2. For the duration of this Addendum, the following sentence is removed from the Green Package Terms: “Cards must be used primarily for individual, consumer, or household purposes.”

1.3. Company acknowledges that certain Blue Package Services are subject to additional diligence, terms and approvals. Company represents and warrants that all information it provides to **[Vendor]** and any third parties in connection with such additional diligence terms, and approvals is complete and accurate.

2. **FEES.** For the duration of this Addendum, (a) Attachment A in the Green Package Terms is hereby deleted and replaced with Attachment A to this Addendum; and (b) all references to Attachment A in the Agreement refer to Attachment A of this Addendum.

3. TERM, RENEWAL, AND TERMINATION.

3.1. The “Addendum Term” consists of an initial term that starts on the Addendum Effective Date and lasts for 12 months from the Monthly Fee Start Date, and any renewal terms as described below. For the avoidance of doubt, the initial Addendum Term shall expire 12 months from the Monthly Fee Start Date shown above, regardless of when monthly billing actually begins, unless the parties amend this Addendum otherwise.

3.2. This Addendum will automatically renew for additional 12-month periods at **[Vendor]**s then-current Fees for the Blue Package Blue Package Services, unless a party gives a non-renewal notice at least 60days before the end of the then-current Addendum Term.

3.3. A party may terminate this Addendum for convenience upon 60 days notice to the other party. In

addition, (a) **[Vendor]** may terminate this Addendum upon notice if necessitated by an Issuer, **[Vendor]**s or Company's bank, or by legal or regulatory requirements; and (b) a party may terminate this Addendum for material breach of the Agreement, if the other party has failed to cure such breach within 30 days of receiving notice (or five days for non-payment). In the event of (b), the Blue Package Fees and any minimum fees for the remainder of the then-current Addendum Term will still apply.

3.4. Termination of this Addendum for Company's uncured breach under Section 3.2(b) will automatically terminate the Agreement as a whole and Company's participation in the Program.

3.5. Notwithstanding anything in this Addendum, **[Vendor]**s termination of the Agreement under the Green Package Terms shall include termination of this Addendum unless **[Vendor]** notifies Company otherwise.

4. GENERAL

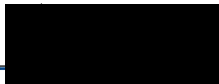
4.1. The following is added to Section 13 of the Green Package Terms: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, **[Vendor]**S MAXIMUM AGGREGATE LIABILITY TO YOU UNDER THIS ADDENDUM FOR ALL OTHER DIRECT OR INDIRECT DAMAGES WILL BE THE FEES COMPANY HAS PAID UNDER THIS ADDENDUM DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM FOR DAMAGES.

4.2. References to "Agreement" in the Green Package Terms shall refer to the Green Package Terms, together with this Addendum. In the event of any conflict between the Green Package Terms and the terms set forth in this Addendum, the terms of this Addendum shall govern.

Signed:

Company Name: Kash Corp.

[Redacted] [Vendor name]

Signature: 

Signed: 

Name: 

Name: 

Title: 

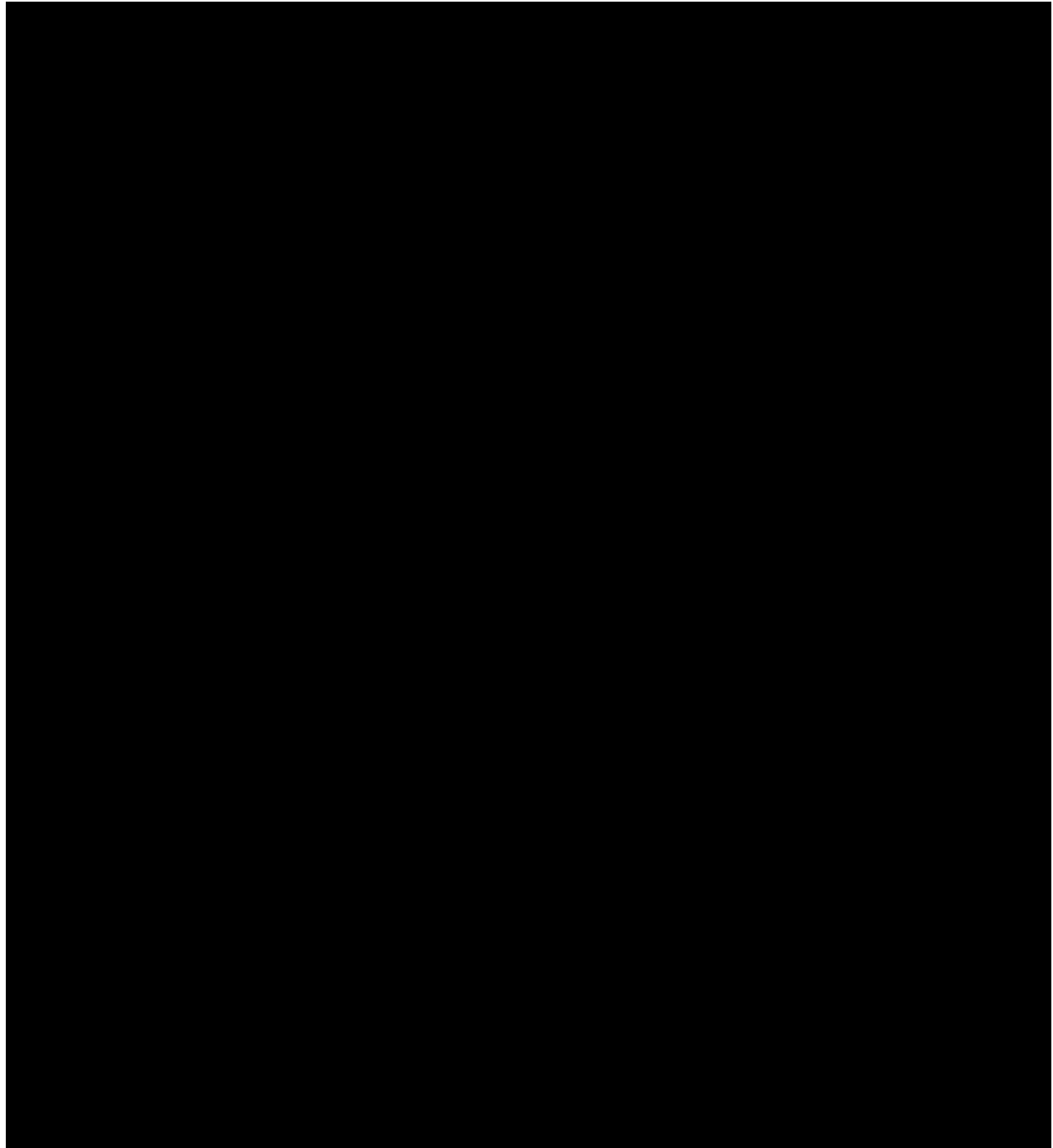
Title: 

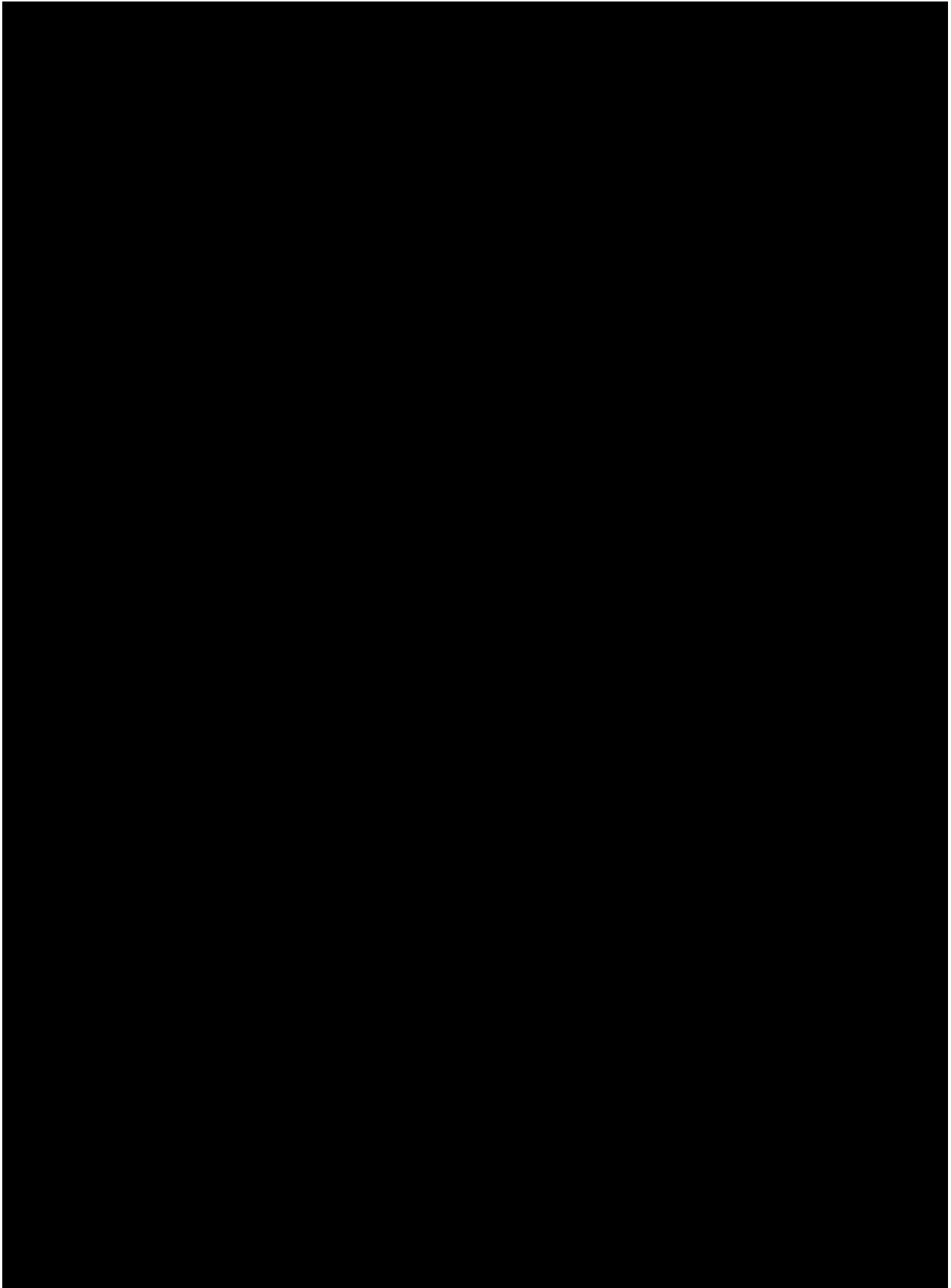
Date: 3/15/2023

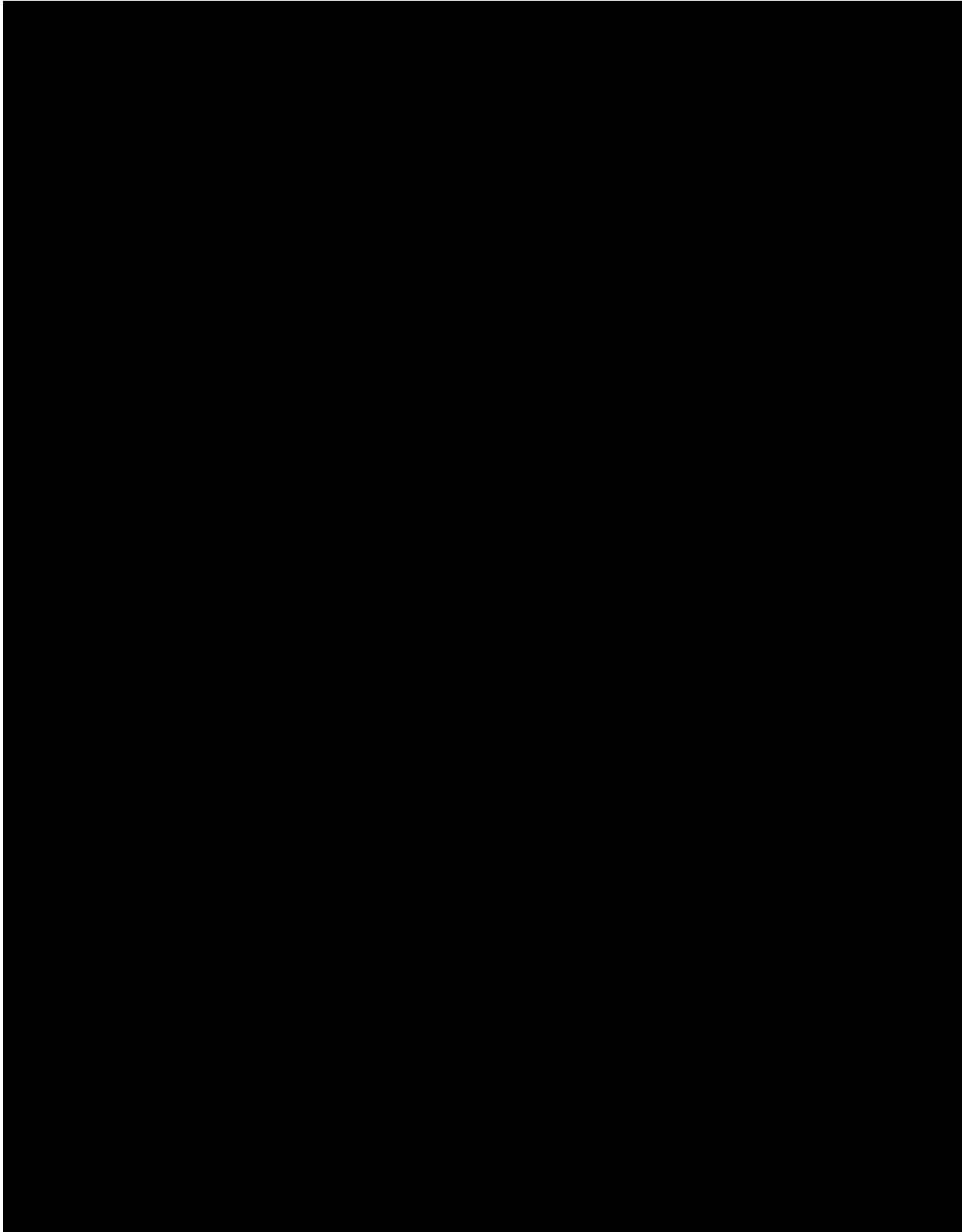
Date: 3/15/2023

ATTACHMENT A
PROGRAM FEES

Addendum Effective Date: 3/15/2023









[Section contains Vendor's fees under this contract.]

* Printing partner actuals are charged in addition to base fee per design

[Vendor] will deliver an invoice to Company after the end of each month for all amounts owed to **[Vendor]** pursuant to this Agreement for the previous calendar month. Company will be responsible for verifying the invoice amounts and will notify **[Vendor]** of any perceived errors, whether to Company's benefit or to **[Vendor]**'s benefit.

All applicable setup fees are due upon execution of this Addendum, prior to the commencement of diligence and any setup work. If Company does not pass initial diligence for particular services, **[Vendor]** will refund any setup fees for such services. All other fees (e.g., Blue Package Fees, pass-through charges and per ticket fees) are billed monthly in arrears and due within 30 days of invoice delivery. Before or upon the Addendum Start Date, Company will provide **[Vendor]** with agreed-upon payment information. For any payment not received within 15 days of the due date, **[Vendor]** reserves the right to charge interest of **[redacted]** **[interest percentage]** per month or the maximum allowed by law, whichever is lower.

At **[Vendor]**'s request, Company will provide **[Vendor]** with Company's Bank Account number from which **[Vendor]** may debit the amounts owed in each invoice, and any other amounts due or payable to **[Vendor]** under the terms of this Agreement. In such event, **[Vendor]** will provide reports of the amounts debited by **[Vendor]** on a monthly basis.

[Vendor] may change the Blue Package Fees in its sole discretion at any time upon 30 days' notice to Company. Company's continued use of the Blue Package Services after receipt of such notice means Company consents to the revised Blue Package Fees. Company's sole remedy in the event it does not agree to the revised Blue Package Fees is to terminate this Addendum in accordance with Section 3.3.

COMPANY INFORMATION

Company Primary Contact Information

Name:

[REDACTED]

Email:

[REDACTED]

Phone:

[REDACTED]

Send all invoices to:

Email:

[REDACTED]

Phone:

[REDACTED]

Address for
invoices:

[REDACTED]
