



Terms and Conditions of Customer Processing Agreement

**TERMS AND CONDITIONS OF
CUSTOMER PROCESSING AGREEMENT**

Thank you for selecting us for your payment processing needs. The terms and conditions set forth below ("CPA Terms"), along with the Customer Processing Agreement ("Customer Processing Agreement") that you have submitted, contain the terms and conditions under which RBS Citizens, N.A., a federally chartered financial institution having its principal office at 1 Citizens Plaza, Providence, Rhode Island 02903 ("Bank") and WorldPay US, Inc., a Georgia corporation with offices at 600 Morgan Falls Road, Atlanta, Georgia 30350 ("WorldPay") shall provide services and products to you. Also included with these CPA Terms are various Addenda that describe the terms and conditions applicable to some of WorldPay's and Bank's ancillary services and programs such as gift card processing services, wireless services, ACH services, and WorldPay's security programs. If you receive these services or products or participate in these programs at any time, the terms and conditions set forth in the attached Addenda will apply to the provision of those services and programs by WorldPay and the Bank. Each Addendum includes important definitions, terms, and conditions applicable to the services and programs described in the Addendum. Please carefully review these CPA Terms, along with the Addenda to ensure your understanding of the terms related to the services, products, and programs you select.

SECTION 1. DEFINITIONS.

The following capitalized terms shall have the meanings set forth below when used in this Agreement:

"ACH" shall mean the electronic network for financial transactions in the United States known as the Automated Clearing House.

"Addendum" shall mean an Addendum included with these CPA Terms, including, without limitation, the Terms and Conditions of Security Program, Terms and Conditions of Wireless Services, Terms and Conditions of Gift Card Services, and Terms and Conditions of ACH Services set forth below, or any other Addendum otherwise executed or agreed to between the parties, and "Addenda" shall mean the plural of Addendum.

"Agreement" shall mean the Customer Processing Agreement, these CPA Terms, the Addenda, and all related schedules, exhibits, or amendments.

"Authorized Card Transaction" shall mean a sales transaction involving a Transaction Card, provided the transaction has been authorized by the Transaction Card issuer as contemplated by this Agreement.

"Chargeback" shall have the meaning set forth in Section 6.2 of the CPA Terms.

"Customer" shall mean the entity (or individual, if a sole proprietorship) that executes and submits the Customer Processing Agreement.

"Deposit/Chargeback Account" shall mean one or more U.S. bank accounts established and owned by you to be utilized by the Bank for the settlement to you of transactions involving Transaction Cards processed under this Agreement and the payment by you of Processing Charges, Chargebacks, and other amounts payable under this Agreement. The Deposit/Chargeback Account shall be maintained by you in accordance with Section 4.4 of these CPA Terms. You acknowledge that WorldPay and the Bank may credit or debit (by ACH or other electronic means) amounts payable to or by you under this Agreement to or from any bank accounts designated by you for use under this Agreement, regardless of whether designated for settlement, billing, chargeback, etc.

"Discover" shall mean Discover Financial Services, LLC.

"MasterCard" shall mean MasterCard International, Inc.

"Non Visa/MasterCard/Discover/PP Card" shall mean Transaction Cards issued by credit or debit card networks other than Visa, MasterCard, Discover, or PayPal.

"Payment Network" or "Payment Networks" shall mean Visa, MasterCard, Discover, PayPal, American Express, and any credit or debit card network issuing Transaction Cards.

"Payment Services Agreement" shall mean the Customer Processing Agreement and these CPA Terms.

"PayPal" shall mean PayPal, Inc.

"Processing Charges" shall mean the authorization, processing, settlement, and other fees or amounts charged by WorldPay and the Bank, or passed through (from the Payment Networks or other third parties) to you by WorldPay and the Bank, as set forth in this Agreement.

"Reserve Fund" shall mean a non-segregated and non-interest bearing account established by the Bank or WorldPay in accordance with Section 6.3, 6.4, or 10.4 of these CPA Terms to ensure payment of Chargebacks, fines and penalties assessed by the Payment Networks, Processing Charges, and other amounts due from you to WorldPay or the Bank under this Agreement.

"Rules" shall mean the operating rules and regulations of the Bank, WorldPay, Visa, MasterCard, Discover, PayPal and any other applicable Payment Network, as in effect from time to time.

"Transaction Card" or "Transaction Cards" shall mean a credit or debit card, travel and entertainment card, or other credit or debit card shown as a qualified card on lists furnished to you by the Bank or WorldPay from time to time.

“Visa” shall mean Visa USA, Inc. or VISA International, Inc.

“Visa/MasterCard/Discover/PP” shall mean Visa, MasterCard, Discover, and PayPal, collectively.

“You,” “your,” or words of similar import shall refer to Customer (whether or not such terms are capitalized).

SECTION 2. RULES AND REGULATIONS; LAWS.

You shall comply with all of the Rules and all federal, state, local, or other laws, rules, and regulations applicable to you. You shall not require cardholders to provide personal information such as home or business telephone number, home or business address, or any form of identification (such as a driver’s license) as a condition for accepting a Transaction Card, unless permitted by the Rules. In the event you fail to comply with this Section 2, you will be liable for all fees, penalties, and fines imposed by the Payment Networks or any governmental authority, and you will indemnify and hold harmless the Bank and WorldPay from and against any and all claims, demands, damages, judgments, fines, penalties, costs and expenses suffered or incurred by the Bank and WorldPay as a result of such failure. You hereby delegate to WorldPay the selection of routing preferences related to the processing of all debit cards.

SECTION 3. SERVICES.

3.1 Services Provided by WorldPay. WorldPay shall provide authorization, electronic draft capture, submission of transactions to Payment Networks, and additional related services for Transaction Card sales originated by you as set forth in this Agreement.

3.2 Services Provided by the Bank. The Bank shall settle all Visa/MasterCard/Discover/PP transactions (and certain other Transaction Card transactions) processed by WorldPay hereunder for you in accordance with this Agreement and the Rules.

SECTION 4. PROCESSING AND PAYMENTS.

4.1 Submission of Transactions. You shall transmit to WorldPay information representing your sales to be authorized and settled (paid) by Transaction Cards. You shall transmit transactions to WorldPay at the time of each sale or as soon thereafter as practicable. It is understood that the time of receipt of transaction information by WorldPay will affect the timing of settlement and payment to you. If you fail to submit transactions on a timely basis as provided herein and as provided in the Rules, transactions may be subject to increased interchange fees, and you shall pay such fees.

4.2 Payment of Visa/MasterCard/Discover/PP. You hereby designate the Bank and WorldPay as your agents to receive all payments pertaining to your Visa/MasterCard/Discover/PP transactions. All payments required to be made to you under this Agreement for Visa/MasterCard/Discover/PP transactions shall be made by the Bank to the Deposit/Chargeback Account, via electronic funds transfer by ACH (or other electronic means) or by wire transfer, at the Bank’s option, as soon as practicable after the Bank’s receipt of such funds from the relevant Payment Network.

4.3 Payment of Non Visa/MasterCard/Discover/PP Cards. You hereby designate the Bank and WorldPay as your agents to receive all payments pertaining to your Non Visa/MasterCard/Discover/PP Card transactions except when WorldPay’s role is to provide authorization only services. All payments required to be made to you under this Agreement for Non Visa/MasterCard/Discover/PP Cards shall be made by the Bank to the Deposit/Chargeback Account, via electronic funds transfer by ACH (or other electronic means) or by wire transfer, at the Bank’s option, as soon as practicable after the Bank’s receipt of such funds from the relevant Payment Network. WorldPay and the Bank shall have no liability for any failure by a Payment Network to settle any transaction processed under this Agreement.

4.4 Deposit/Chargeback Account. You hereby certify that the Deposit/Chargeback Account information provided by you to WorldPay is correct and agree that the Bank and WorldPay are authorized to debit and credit any such Deposit/Chargeback Account for the settlement of transactions involving Transaction Cards and the payment by you of Processing Charges, Chargebacks, and other amounts payable pursuant to this Agreement (whether arising during or after termination of this Agreement). You agree that you shall maintain and shall not close or restrict the Bank’s and WorldPay’s access to the Deposit/Chargeback Account during the term of this Agreement and thereafter, until all amounts owed under this Agreement are paid in full.

4.5 Your Transactions. You may not present for processing, directly or indirectly, any transaction which was not originated as a result of an act between the cardholder and you or which is not an Authorized Card Transaction. If authorization for a transaction is denied, you shall not complete the transaction. You may contact the authorization center by magnetic stripe reading terminal, telephone, or any other means acceptable to the Bank and WorldPay. For all transactions, you shall provide the cardholder with a transaction receipt, which shall evidence purchases made by a cardholder or credits to a cardholder’s account, as the case may be, in accordance with the Rules. Calculation, collection, and remittance of sales tax are your sole responsibility.

4.6 Telephone, Internet and Mail Orders. If you are authorized by WorldPay and the Bank to accept telephone, Internet or mail orders, you shall comply with all requirements of this Section 4.6, and with respect to Internet orders over an Internet web site, you shall also comply with all Rules regarding electronic commerce conducted through web sites. Authorization for each such transaction, regardless of the face amount, must be obtained. You shall obtain the expiration date of the Transaction Card as part of the authorization inquiry and utilize address verification where possible. You assume all responsibility for identification of the cardholder and the validity of the Transaction Card information. For transactions where merchandise is to be shipped or delivered to the cardholder, the shipping date shall not be more than seven calendar days after the authorization is obtained, and any shipping and handling costs not included in the authorization amount must not exceed 15% of the amount authorized. An installment payment option may be offered if all items are clearly disclosed, each installment is authorized, the first installment is not submitted for settlement until the merchandise is shipped, and subsequent installments are submitted no more frequently than monthly. Under no circumstances

may you require that a cardholder complete a postcard or other document, which displays the cardholder's account data in plain view when mailed.

4.7 Payment Card Industry Data Security. You acknowledge and agree that you are required to and shall abide by all standards, guidelines, practices or procedures recommended or required by the applicable Payment Networks with respect to data security or protection of cardholder data, as such may be amended from time to time (collectively "Data Security Guidelines"), including, without limitation, Payment Card Industry ("PCI") Data Security Standards ("PCI-DSS"), PIN Entry Device Standards ("PED"), and Payment Application-Data Security Standards ("PA-DSS"). Currently, the PCI-DSS guidelines require you (a) to observe, among other things, standards of due care with regard to the protection of sensitive cardholder information; and (b) to insure that the point of sale equipment and applicable software used by you comply with PCI-DSS guidelines. Currently, the PCI-DSS guidelines are based on a list of twelve basic security requirements with which all payment system constituents (including you) need to comply. The requirements are:

- (1) Install and maintain a firewall configuration to protect cardholder data;
- (2) Do not use vendor-supplied defaults for system passwords and other security parameters;
- (3) Protect stored cardholder data;
- (4) Encrypt transmission of cardholder data across open, public networks;
- (5) Use and regularly update anti-virus software;
- (6) Develop and maintain secure systems and applications;
- (7) Restrict access to cardholder data by business need-to-know;
- (8) Assign a unique ID to each person with computer access;
- (9) Restrict physical access to cardholder data;
- (10) Track and monitor all access to network resources and cardholder data;
- (11) Regularly test security systems and processes; and
- (12) Maintain a policy that addresses information security.

You must also notify WorldPay of all third parties who have access to cardholder data on behalf of your business (i.e., store, process, or otherwise transmit cardholder data). You acknowledge such third parties are required by the Payment Networks to be registered, and you shall cooperate with WorldPay in completing such registration and be responsible for all fees imposed by the Payment Networks in connection therewith. If you know or suspect a security breach, you shall notify WorldPay immediately. You shall then go through your security program to identify and remediate the source of the suspected compromise. If a Payment Network requires you to submit to an audit in connection with a breach or suspected compromise of cardholder data or any other breach of Data Security Guidelines, you shall cooperate with such audit and shall be responsible for the cost of the audit. You acknowledge that if a Payment Network determines that you were responsible for a disclosure of cardholder transaction information or other breach of Data Security Guidelines, WorldPay and the Bank may be subject to charges imposed by the Payment Network. Further, if you are responsible for a disclosure of cardholder transaction information or other breach of Data Security Guidelines, WorldPay, the Bank, and you may be subject to third party claims. You shall indemnify and hold WorldPay and the Bank harmless from and against any and all charges, claims, demands, damages, judgments, fines, penalties, costs, and expenses, including without limitation, Chargebacks, suffered or incurred by the Bank and WorldPay as a result of your non-compliance with the Data Security Guidelines, your failure to maintain equipment and software that complies with Data Security Guidelines, or any other data compromise for which a Payment Network or a court with competent jurisdiction determines that you are responsible. You shall notify WorldPay and the Bank prior to changing your payment application software (including any change in versions of such software). You shall provide the new payment application name and version number prior to submitting any transactions to WorldPay utilizing the new payment application (including new versions).

4.8 Retention of Documents. The Bank and WorldPay may examine and verify at reasonable times all of your records pertaining to card transactions processed by WorldPay hereunder, and, subject to compliance with the Rules and applicable law, you shall preserve such records, including transaction receipts, credit vouchers, and all other written evidence of such transactions, for a period of at least two years from the date of the processing of the transaction.

4.9 Changes in Rules. If there is a change in any Rule, applicable law, or the regulation of a pertinent governmental agency, which change would make a provision of this Agreement in conflict with such Rule, law, or regulation, the Bank or WorldPay may unilaterally amend this Agreement, upon written notice to you and the other party, to conform and/or be compatible with such changed Rule, law, or regulation.

SECTION 5. PRICING.

5.1 Pricing. As consideration for the services set forth in Section 3 above, you shall pay the Bank, or WorldPay on behalf of Bank, Processing Charges in the manner and pursuant to the accompanying Customer Processing Agreement. If you have selected Cost Plus Pricing on the Customer Processing Agreement, you acknowledge that such costs include all standard fees and charges of the Payment Networks (without regard to any volume discounts) for credit or debit card transactions or other electronic payment transactions processed pursuant to this Agreement, including, without limitation, interchange, assessment, authorization, risk, transmission, FANF, and all other fees. To the extent the Customer Processing Agreement states a minimum monthly processing fee (the "Stated Minimum"), the fee is applied per location and as set forth in this Section 5.1. For customers who have selected Cost Plus Pricing, if the application of the percentage rate and per item fee shown on the Cost Plus Pricing section of the Customer Processing Agreement (the "Combined Fee") is less than the Stated Minimum in any month at any location, Customer shall be responsible for paying an amount equal to the Stated Minimum minus the Combined Fee for such location. For customers who have selected Tiered Pricing, if the fee payable pursuant to the application of the percentage rate shown on the Tiered Pricing section of the Customer Processing Agreement (the "Discount Rate Fee") is less than the Stated Minimum in any month at any location, Customer shall be responsible for paying an amount equal to the Stated Minimum minus the Discount Rate Fee for such location. Monthly fees are not pro-rated for any partial month and are payable without regard to whether or not Customer actually uses the underlying service during the month.

5.2 Deduction of Processing Charges. Processing Charges, Chargebacks, and all other amounts for which you are responsible pursuant to this Agreement shall be deducted from amounts due to you under this Agreement or such amounts shall be deducted from your Deposit/Chargeback Account, at the option of the Bank and WorldPay. You hereby authorize the Bank or WorldPay to debit your Deposit/Chargeback Account by ACH (or other electronic means) or by wire transfer for amounts due under this Agreement.

5.3 Discount Rates. If you have selected Tiered Pricing, tiered discount and surcharge shall apply to each Visa/MasterCard/Discover/PP transaction processed hereunder. Tiered rate transaction group designations include, but are not limited to, factors such as: voice authorization instead of electronic authorization; keying a Transaction Card instead of swiping it; more than one authorization per transaction; transmitting for processing more than 24 hours from the authorization time; transactions not settled within 48 hours of authorization; and "business card" transactions. Decisions as to which tier a particular transaction type is to be placed is determined by the Bank and WorldPay and is subject to change.

5.4 Estimated Averages. The Processing Charges are based upon assumptions associated with your anticipated volume, and average transaction size (as shown on the Customer Processing Agreement), as well as your method of doing business. If the actual volume or average transaction size is materially different from the anticipated amounts as shown on the Customer Processing Agreement or provided by you during the application process, or if you significantly alter your method of doing business (i.e., the nature and type of business conducted by you), WorldPay or the Bank may adjust your Processing Charges without prior notice. Any such adjustments shall be in addition to, and not in lieu of, any other remedies available to WorldPay or the Bank hereunder.

5.5 Additional Expenses. To the extent that WorldPay or the Bank provides services to you in connection with issues with the Payment Networks, including, without limitation, services related to excessive Chargebacks, excessive fraud, data security, or PCI issues; allegations of failure to comply with the Rules; assistance with registration or other actions required or appropriate in order for you to comply with the Rules; responding to requests or communications from the Payment Networks; or similar services, such services shall be provided by WorldPay at WorldPay's or the Bank's, as applicable, then current standard hourly rate. To the extent that you are classified by the Payment Networks in a "high risk" or similar category, additional fees may apply. WorldPay shall notify you of such classification, as well as the related additional fees. If the additional fees related to such high risk classification are unacceptable to you, you may terminate the Agreement without penalty by notifying WorldPay in writing of such termination, provided such notice is sent within 15 days following the date of the fee notice.

5.6 Payment for Equipment; Gateway Software. You shall be responsible for obtaining, installing, and maintaining all point of sale or similar equipment required in order to transmit transactions to WorldPay. To the extent that you purchase equipment from WorldPay, such equipment may be returned within 30 days of the original shipment date, provided the equipment is in an unused condition and is enclosed in its original packaging, with all accessories, and over boxed to protect the original packaging. A \$25 restocking fee and shipping costs will apply. Returned devices must be in full working order, or the device will be charged to you at the full retail price. Exchanges and replacements of equipment under any of WorldPay's equipment replacement programs are for like devices (same model numbers and memory capacity) and may be new or refurbished. To the extent that you utilize any gateway or similar software, services, and/or hardware to connect to WorldPay's system, you understand that a separate agreement may be required with the third party provider in order to obtain such software, services or hardware, and additional fees may be charged by the third party provider in addition to the fees charged by WorldPay and the Bank as shown on the Customer Processing Agreement. You shall be responsible for any claims, demands or increased fees (including interchange downgrade expenses) that result from your (a) use of Value Added Reseller, wireless gateway, or point of sale systems that do not use the WorldPay authorization network; (b) failure to maintain the most current version of software that has been certified by WorldPay as being compatible with the WorldPay system; or (c) misuse of software that has been certified as compatible with the WorldPay system. You shall also be responsible for all telephone equipment, line charges, utility costs, and other communication charges for equipment required pursuant to this Section, including, with respect to mobile readers or mobile services, smartphones, data plans, and telecommunication services. You understand and agree that equipment and point of sale terminals which bear the WorldPay name are compatible only with WorldPay's proprietary processing system and cannot be reprogrammed to permit transactions to be processed by any other processor or competitor, either during or after termination of this Agreement.

SECTION 6. CHARGEBACKS.

6.1 Retrieval Requests. Either the Bank or WorldPay may, from time to time, request an original or copy of a transaction receipt or credit voucher (a "Retrieval Request"). You shall respond to Retrieval Requests in accordance with the Rules and shall provide WorldPay and the Bank with originals or copies of such transaction receipts or credit vouchers within ten business days of the Retrieval Request.

6.2 Chargebacks. You shall pay the Bank (as set forth in Section 6.5 of the CPA Terms) the face amount of any card transaction processed by WorldPay pursuant to this Agreement whenever any card transaction is reversed in accordance with the Rules or any applicable consumer protection statute (a "Chargeback"), including by way of example, but not limited to, the following:

- (a) Goods are returned, whether or not a credit voucher is delivered to the Bank or WorldPay;
- (b) The sale transaction was not specifically authorized as set forth in Section 4 above;
- (c) Any card transaction is alleged by the cardholder to have been executed improperly or without authority;
- (d) The documentation prepared by you evidencing the draft is illegible or incomplete;
- (e) The cardholder disputes the sale, quality, or delivery of goods or the performance or quality of services covered by the draft;
- (f) The cardholder asserts against the Transaction Card issuer or the Bank any claim, dispute, defense, offset, or counterclaim which the cardholder may have as a buyer against you, in which case the Bank or WorldPay shall not have any obligation to inquire into or determine the validity of any such claim, dispute, defense, offset, or counterclaim);
- (g) The extension of credit for goods sold or services performed was in violation of law, rules, or regulations of any government agency, federal, state, local, or otherwise, or in violation of this Agreement;
- (h) The draft lacks a Transaction Card imprint (if required) and cardholder's signature (if required);
- (i) The cardholder claims the dollar amount was altered after the draft was completed;

- (j) Two or more drafts were prepared by you for the same card transaction (except as otherwise permitted in Section 7.3 of the CPA Terms);
 - (k) The Transaction Card had expired before the transaction date or the sales transaction arises from the use of a counterfeit or otherwise ineffective Transaction Card;
 - (l) The embossed name on the Transaction Card differs from or is dissimilar to the name signed on the signature panel of the Transaction Card of the draft or the signature on the signature panel of the Transaction Card differs from or is dissimilar to the signature on the draft;
 - (m) The information contained in the draft was received by WorldPay more than 30 business days after the transaction date showing thereon;
 - (n) The draft is a duplicate of one previously processed or includes a charge previously paid by the cardholder;
 - (o) The draft is fraudulent or the sales transaction was not a bona fide transaction in the ordinary course of your business;
 - (p) The Transaction Card issuer has information that fraud occurred at the time of the transaction, whether or not such transaction was properly authorized by the Transaction Card issuer, and the cardholder neither participated in nor authorized the transaction; and
 - (q) In any other situation where a draft was executed or depository credit given in circumstances constituting a breach of any duty, term, condition, representation, or warranty by you under this Agreement, or where any action or lack of action by you in violation of the Rules has resulted in the draft being charged back to the Bank by the issuer of the Transaction Card pursuant to the Rules or the draft is charged back to the Bank for any other reason.
- Additions and deletions to this list may occur as the Rules change.

6.3 Reserve Fund. If required by the Bank or WorldPay at the time this Agreement is executed, you shall establish with the Bank a Reserve Fund in the amount so required. Further, at any time during the term of this Agreement, either the Bank or WorldPay may determine in its commercially reasonable discretion that it is necessary to establish, replenish, or increase a Reserve Fund, in which case, the Bank or WorldPay shall have the right, after three days written notice to you, to establish, replenish, or increase the Reserve Fund by debiting your daily collected transactions by the amount necessary, in Bank's and WorldPay's commercially reasonable discretion, to adequately establish, replenish, or increase the Reserve Fund. If such collections are inadequate in the Bank's and WorldPay's commercially reasonable discretion to adequately establish, replenish, or increase the Reserve Fund in a timely manner, the Bank or WorldPay may deduct (by ACH debit or other electronic means) from your Deposit/Chargeback Account additional sums as necessary, in their commercially reasonable discretion, to establish, replenish, or increase the Reserve Fund. In accordance with Section 10.4 of the CPA Terms, upon termination of this Agreement, the Bank or WorldPay may continue to hold in the Reserve Fund up to the estimated aggregate dollar amount of your Chargebacks and other obligations and liabilities that the Bank and WorldPay anticipate may become due subsequent to termination and any excess shall be refunded to you. You hereby grant the Bank and WorldPay a first priority security interest in the Reserve Fund.

6.4 Temporary Holdback. In addition to any of the other rights granted to the Bank and WorldPay in this Section 6, in the event that the Bank and WorldPay, at any time during the term of this Agreement, determine in their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity involving your account, a cardholder's account, or otherwise, including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected compromise of cardholder data or other breach of Data Security Guidelines, or you are identified by a Payment Network as experiencing excessive Chargebacks, the Bank or WorldPay on behalf of the Bank may, without notice, hold funds otherwise due you in the Bank's name and in a non-segregated and non-interest bearing account for such period as the Bank or WorldPay, in its commercially reasonable discretion, deems necessary, to reimburse the Bank and WorldPay for Chargebacks and credits issued by you in respect of such activity, plus other costs or liabilities reasonably anticipated to be due from you to WorldPay or the Bank under the terms of this Agreement as a result of such activity. To the extent (i) the investigation conducted by WorldPay and Bank with respect to the unusual or suspicious activity determines that such activity is reasonably likely to result in amounts being due from you to WorldPay or the Bank, and (ii) WorldPay or the Bank requires the establishment, replenishment or increase of a Reserve Fund in connection therewith, then the funds held pursuant to this Section 6.4 may be used to fund such Reserve Fund.

6.5 Chargeback Reimbursements. You shall reimburse the Bank for the face amount of any card transaction processed by WorldPay in the event of a Chargeback and pay a handling fee for each Chargeback in the amount set forth on the accompanying Customer Processing Agreement. You hereby authorize the Bank or WorldPay to debit without notice Chargebacks and Chargeback handling fees from your daily collected transactions, and if such collections are inadequate to reimburse the Bank and WorldPay, at the Bank's election, to deduct such amounts by ACH debit or other means from the Deposit/Chargeback Account or Reserve Fund. You acknowledge that the Payment Networks impose fines in the event you experience excessive Chargebacks as described in the Rules. You shall reimburse and indemnify WorldPay and the Bank for any fines imposed by the Payment Networks as a result of your excessive Chargebacks.

6.6 Maximum Period. You will be subject to Chargebacks on Transaction Card sales for the period specified by the Rules.

6.7 Notices of Chargebacks. The Bank and WorldPay shall deliver all Chargeback documentation to you promptly. You may specify your preferred delivery location and may select your preferred delivery method (from WorldPay's available options) for Chargeback documentation. You are responsible for verifying your deposits and statements for Chargebacks and Chargeback handling fees. You understand that you must respond to all Chargebacks within ten calendar days after notice of the Chargeback. You understand that the failure to respond within each ten day period shall constitute a waiver by you of your ability to question or reverse a Chargeback, and you shall be solely responsible if you fail to timely provide information with respect to a Chargeback.

6.8 Successor Responsibility. You are responsible for providing written notice to the Bank and WorldPay of any change in the ownership status or composition of your business. You and any successor or new owner of your business shall be jointly and severally obligated to pay for all Chargebacks, Processing Charges, or other amounts resulting from Transaction Card sales originated under this Agreement or services provided under this Agreement, unless the original owner(s) or successor thereof is released in writing by the Bank and WorldPay. This obligation shall survive the termination of this Agreement.

SECTION 7. ADDITIONAL CUSTOMER RESPONSIBILITIES.

7.1 Honoring Cards. You shall honor any valid Transaction Card that you have elected to accept hereunder, which is properly presented for use. You shall not discriminate against cardholders seeking to make purchases with a Transaction Card. Except as permitted by the Rules and applicable law, you shall not require a minimum transaction amount below which you will refuse to honor an otherwise valid Transaction Card. You shall adequately display promotional materials to inform the public that Transaction Cards will be honored by you as required by the Rules. You shall not require a cardholder, as a condition for honoring a Transaction Card, to sign a statement waiving the cardholder's right to dispute the transaction with the issuer.

7.2 Sales Transactions. Except for transactions originated by telephone, mail order, or through the Internet, you shall:

- (a) include on a single sales draft all goods and services purchased in the same transaction and enter a description of the goods or services sold and the price thereof (including any applicable taxes) in detail sufficient to identify the transaction;
- (b) enter on the sales draft the date of the transaction;
- (c) obtain the signature of the cardholder on the sales draft, if required by the Rules;
- (d) compare the signature on the sales draft with the signature on the Transaction Card presented to ascertain that they appear to be the same;
- (e) check the effective date, if any and expiration date on the Transaction Card;
- (f) examine any security features on the Transaction Card;
- (g) deliver to the cardholder at the time of delivery of goods or performance of service a true and complete copy of the sales draft or credit voucher; and
- (h) ensure that each cardholder receipt contains the following information:
 - (i) the transaction payment type, e.g. Visa, MasterCard, etc.;
 - (ii) your name, location, and location code;
 - (iii) the account number of the Transaction Card, disguised or suppressed as required by the Rules;
 - (iv) transaction amount;
 - (v) transaction date;
 - (vi) a legend identifying the party to whom it will be delivered, e.g. member copy, merchant copy, cardholder copy, except as permitted by the Rules; and
 - (vii) authorization code, if applicable.

The cardholder receipt must also disguise or suppress the expiration date of the Transaction Card as required by the Rules.

7.3 Multiple Sales Drafts. You shall include on any single transaction receipt the entire amount due for each transaction unless: (a) the balance of the amount is paid by the cardholder at the time of sale in cash, by check, by additional Transaction Cards, or by other means; or (b) all or a portion of the goods or services are to be delivered or performed at a later date, and the cardholder enters two or more transactions, one of which represents a deposit and the others of which represent payment of the balance and the transaction receipt for the balance is completed only upon delivery of the goods or performance of the services. In the case of delayed payment of the balance due on a transaction, you shall (i) note on the transaction receipt the words "balance" and (ii) not present the "balance" transaction receipt until all of the goods are delivered or the services performed.

7.4 Returns. You shall maintain a fair policy for the exchange and return of merchandise and for adjustment of services rendered and to give proper credit in such circumstances in accordance with the Rules. In such circumstances, you shall prepare and deliver to the Bank, WorldPay, and the cardholder a properly completed credit voucher. You may limit your acceptance of returned merchandise, provided proper disclosure is made and purchased goods or services are delivered to the cardholder at the time of the transaction. Proper disclosure by you shall be determined to have been given by printing an appropriate notice (such as "NO REFUND" or "EXCHANGE ONLY") on all copies of the sales draft prior to obtaining the cardholder's signature thereon. You shall not make cash refunds to cardholders for transactions utilizing a Transaction Card.

7.5 Obligation to Report Statement Discrepancies. You shall be solely responsible for reviewing your statements from WorldPay (including statements provided online) and for reporting to WorldPay in writing, within 30 days of your receipt (statements provided online shall be deemed received the first day they are available online) of any statement from WorldPay, any underpayments, overpayments, or other discrepancies of any items reflected on such statements or related to the period covered by such statement, including, without limitation, discrepancies between the volume and/or value of transactions that you actually processed during the period indicated by the statement. You acknowledge and agree that WorldPay and the Bank shall not be liable or otherwise responsible to you, and shall have no obligation to reimburse you, for any underpayment to you or other discrepancy that is not reported to WorldPay in writing within 30 days of your receipt of the applicable statement. You acknowledge and agree that you shall reimburse WorldPay and/or the Bank upon demand for any misdirected deposits, duplicate deposits, or inadvertent over payments into any of your bank accounts hereunder, or at the Bank's or WorldPay's election, the Bank or WorldPay may deduct such amounts by ACH debit or other means from your Deposit/Chargeback Account or Reserve Fund.

7.6 Charges to Cardholders. You shall not require any cardholder to pay any part of the Processing Charges, or to pay any contemporaneous finance charge in connection with a transaction in which a Transaction Card is used, unless permitted by the Rules. You must not request or use a Transaction Card account number for any purpose other than as payment for goods or services provided by you to the cardholder, except as otherwise permitted in the Rules.

7.7 Fraud. You shall be solely responsible for losses and expenses incurred by the Bank or WorldPay as a result of or arising out of the fraud, gross negligence, or willful misconduct of your employees, contractors, or agents.

7.8 Change of Address. You shall notify the Bank and WorldPay in writing at least 48 hours in advance of any change of address. The Bank and WorldPay shall be entitled to rely on your address shown in the Customer Processing Agreement unless such address is updated in accordance with this Agreement.

7.9 Cardholders. You shall not sell, purchase, provide, or exchange information obtained by reason of an Authorized Card Transaction to any third party other than your agents, the Bank, WorldPay, or the Payment Networks, except as specifically required by law. You shall not make a cash disbursement to any cardholder (including you when acting as a cardholder) nor receive monies from a cardholder and subsequently prepare a credit to cardholder's account.

7.10 Evidence of Authority. Within five days after request by the Bank or WorldPay, you shall submit to the Bank or WorldPay a duly executed corporate or partnership resolution reflecting the authority of your business to enter into this Agreement and the authority of the individual executing this Agreement on behalf of your business to do so.

7.11 Financial Information. You shall provide such financial information as may be requested by WorldPay or the Bank from time to time during the term of this Agreement in order for WorldPay or the Bank to comply with the Rules of any Payment Network or to otherwise enable WorldPay and the Bank to assess your financial condition and the related risk associated with your business. Such financial information may include copies of quarterly and annual financial statements, including, if available, audited statements.

SECTION 8. CUSTOMER REPRESENTATIONS.

8.1 You hereby represent and warrant to WorldPay and the Bank that:

(a) You have full legal power and authority to enter into and perform your obligations under this Agreement and that such actions have been duly authorized by you;

(b) Your facsimile or electronic signature hereon constitutes a valid and binding Agreement;

(c) This Agreement constitutes the legal, valid, and binding obligations of you, enforceable against you in accordance with its terms;

(d) The transactions transmitted to WorldPay for processing and to the Bank for settlement will represent the indebtedness of the cardholder in the amount set forth therein for goods sold or services rendered by you and shall not involve any element of credit for any other purpose;

(e) You shall not transmit Transaction Card information to WorldPay or Bank that represents sales made by any individual or entity other than you;

(f) You represent that all of the disclosures in the Customer Processing Agreement or other information submitted to the Bank and WorldPay, including, without limitation, the processing assumptions contained on the Customer Processing Agreement, your Internal Revenue Service Tax Identification Number (EIN or SSN), and the business name under which you file taxes are true, accurate and complete and do not omit any information necessary to make such disclosures not misleading to the Bank and WorldPay; and

(g) As to each transaction receipt delivered to the Bank, and as to the transaction evidenced thereby, the transaction receipt represents a bona fide sale or lease of goods or services or both, originated by you in compliance with this Agreement and the Rules; all transaction receipts are free from any alteration not authorized by the cardholder; the transaction is in compliance with all applicable laws, rules, and regulations; the indebtedness represented by the transaction receipt has not been pledged as collateral for payment of any indebtedness or obligation of you or any other person; and you have no knowledge or notice of information that would lead you to believe that the enforceability or collectability of the subject transaction receipt, and the transaction evidenced thereby, is in any manner impaired. If a claim or demand is received from a third party by WorldPay or the Bank, indicating that such third party is entitled to all or part of the funds payable by WorldPay or the Bank to you pursuant to this Agreement, and such claim includes documentation that appears to support such claim or demand in WorldPay's and Bank's commercially reasonable discretion, WorldPay or the Bank shall be entitled to hold (or interplead into a court of competent jurisdiction) all such funds until the valid owner of the funds is determined, either by WorldPay and Bank (in their commercially reasonable discretion) or by a court of competent jurisdiction. Neither WorldPay nor Bank shall be liable for any damages for taking any action in accordance with the foregoing sentence.

8.2 Credit Review Approval Required. You understand that the Customer Processing Agreement may be rejected or terminated by WorldPay or the Bank if you are not approved by the Bank's and WorldPay's credit and risk departments and that a consumer report of each of the officers, partners, or owners of your business may be requested from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter.

SECTION 9. INDEMNIFICATION, DISCLAIMER, LIMITED LIABILITY.

9.1 Indemnification. You shall indemnify and hold the Bank and WorldPay and their respective agents, officers, directors, employees, and affiliates harmless from and against any and all claims, demands, damages, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) suffered or incurred by either of them arising out of any breach by you of the terms of this Agreement or arising from any act or omission by you which violates any applicable federal, state, local, or other laws, rules, or regulations or which violates any of the Rules. The Bank and/or WorldPay may defend any such claims or demands made against either of them or request you to take up such defenses.

9.2 Disclaimer of Warranties. THE PRODUCTS AND SERVICES SOLD HEREUNDER ARE SOLD "AS IS" AND "WHERE IS". OTHER THAN ANY THIRD PARTY MANUFACTURER'S OR THIRD PARTY SERVICE PROVIDER'S WARRANTIES WHICH MAY BE

PASSED THROUGH TO YOU, IF ANY, WORLDPAY AND THE BANK MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, PERFORMANCE, USAGE, OR TRADE.

9.3 Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL THE AGGREGATE FINANCIAL RESPONSIBILITY OF WORLDPAY AND THE BANK FOR ANY FAILURE OF PERFORMANCE BY WORLDPAY OR THE BANK UNDER THIS AGREEMENT EXCEED THE FEES OR CHARGES PAID TO WORLDPAY BY CUSTOMER FOR THE TRANSACTION OR ACTIVITY THAT IS OR WAS THE SUBJECT OF THE ALLEGED FAILURE OF PERFORMANCE AND IN ANY EVENT, SUCH FINANCIAL RESPONSIBILITY SHALL NOT EXCEED THE AGGREGATE AMOUNT OF FEES AND CHARGES PAID TO WORLDPAY PURSUANT TO THIS AGREEMENT IN THE THREE MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM OF LIABILITY. FOR PURPOSES OF THIS SECTION 9.3, FEES OR CHARGES OF THE PAYMENT NETWORKS OR OTHER THIRD PARTIES PASSED THROUGH TO CUSTOMER PURSUANT TO THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF FEES AND CHARGES PAID TO WORLDPAY. IN NO EVENT SHALL THE BANK, WORLDPAY, OR THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR CLAIMS BY CUSTOMER OR ANY THIRD PARTY RELATIVE TO THE TRANSACTIONS OR ACTIVITIES HEREUNDER, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR SUCH PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 10. TERM, TERMINATION.

10.1 Term. Subject to Section 8.2 above, this Agreement shall be binding upon the parties when you execute this Agreement, including execution by manual signature, electronic signature, or by clicking "I agree" or words of similar import. This Agreement shall continue in effect for the number of years noted on the Customer Processing Agreement, beginning as of the date on which your account with WorldPay is activated (the "Activation Date"). Such term shall automatically renew for successive one year periods at the end of the original and each renewal term, unless either (i) you elect to terminate as of the expiration of the then current term by giving written notice of non-renewal to WorldPay and the Bank at least 90 days before the expiration of the then current term, or (ii) WorldPay or the Bank elects to terminate by giving written notice to you before the expiration of the then current term. To the extent, as an accommodation to you, WorldPay or the Bank provides you with services pursuant to this Agreement either before or after the effective date of this Agreement, the terms of this Agreement shall apply to such transactions.

10.2 Termination Without Notice. WorldPay or the Bank may terminate this Agreement or any Addendum without notice, at any time as a result of any of the following events: (a) any noncompliance by you with this Agreement or any Addendum or the Rules; (b) any voluntary or involuntary bankruptcy or insolvency proceedings involving you or an affiliated entity or individual; (c) WorldPay or the Bank deems you to be financially insecure; (d) you or any other person owning or controlling your business is or becomes listed in the Combined Terminated Customer File (or its equivalent) maintained by the Payment Networks or you are listed on the Questionable Merchant Report of MasterCard; (e) you materially alter the nature and type of business you conduct, or (f) WorldPay or the Bank is prohibited by applicable law or the Payment Networks from conducting business with you or your principals. In the event of your bankruptcy, insolvency, or other suspension of business operations, you shall not, except pursuant to court order or other requirement under applicable law, sell, transfer, or disclose any materials that contain cardholder data to third parties, and you shall either immediately return the cardholder data to WorldPay and the Bank or provide acceptable proof to WorldPay and the Bank that the cardholder data has been properly destroyed.

10.3 Termination With Notice; Early Termination. In the event WorldPay or the Bank breaches any of the provisions of the Payment Services Agreement or any Addendum and fails to cure such breach within 30 days of receipt of written notice from you specifying such breach, you may terminate the Payment Services Agreement or the applicable Addendum which was breached immediately at the expiration of the 30 day cure period. If, prior to the end of the initial term, (a) you terminate the Payment Services Agreement (or if the only services that you are receiving from WorldPay and Bank are pursuant to an Addendum, you terminate an Addendum) without cause, or (b) WorldPay or the Bank terminates this Agreement or any Addendum pursuant to Section 10.2 of the CPA Terms, or (c) you sell all or substantially all of your business' assets and this Agreement is not assigned to and assumed by the acquirer of such assets (collectively, an "Early Termination"), then you shall pay to WorldPay, as an early termination fee, an amount equal to (a) \$295.00 per location if such Early Termination occurs on or prior to the first anniversary of this Agreement, (b) \$195.00 per location if such Early Termination occurs after the first anniversary of this Agreement and before the second anniversary of this Agreement, or (c) \$95.00 per location if such Early Termination occurs on or after the second anniversary of this Agreement and before the third anniversary of this Agreement. If, prior to the end of the initial term, you remove or fail to process with WorldPay and the Bank transactions that are conducted at all of your locations (as required by Section 11.1 of the CPA Terms), then WorldPay may elect to keep this Agreement in place but you shall pay to WorldPay the applicable Early Termination fee for each such location. The parties agree that the damages that would be incurred by WorldPay as a result of any Early Termination are difficult to calculate, and the early termination fee described above is intended as a reasonable approximation of such damages and not as a penalty. Such termination fee may be off set against amounts otherwise due to you hereunder or may be deducted (by ACH debit or other electronic means) from the Deposit/Chargeback Account or Reserve Fund by the Bank and WorldPay. Payment of any termination fee hereunder shall be WorldPay's and the Bank's sole remedy with respect to such Early Termination of the Agreement or a location, as applicable, provided the foregoing shall not be deemed to waive the Bank's or WorldPay's (i) rights to payment of any Processing Charges, Chargebacks, or other amounts payable hereunder that pertain to the period during which WorldPay and the Bank processed or settled transactions for you under this Agreement, (ii) rights or remedies with respect to any violation of this Agreement by you other than the breach associated with the Early Termination, (iii) rights under Section 5.4 of the CPA Terms to the extent you continue to process with WorldPay and Bank with respect to some, but not all, of your locations and the anticipated volume associated therewith is materially different than the anticipated volume shown on this Agreement, or (iv) rights under Section 11.12, if applicable. Your obligation to pay

such early termination fee shall survive any termination of this Agreement. Termination of services under any Addendum shall not affect or terminate the services provided pursuant to the Payment Services Agreement or any other Addendum, provided if WorldPay or the Bank terminates services under an Addendum for any reason, WorldPay and Bank shall have the right to terminate their obligation to provide services under the Payment Services Agreement or any other Addendum. Termination of the Payment Service Agreement shall automatically terminate the Addendum – Terms and Conditions of Security Programs, Addendum – Terms and Conditions of Wireless Services, and Addendum – Terms and Conditions of ACH Services.

10.4 Additional Rights. Upon any termination of this Agreement, the Bank shall determine and the Bank, or WorldPay on behalf of the Bank, may notify you of the estimated aggregate dollar amount of your Processing Charges, Chargebacks, refunds, and other obligations and liabilities under this Agreement that the Bank and WorldPay reasonably anticipate may become due subsequent to termination (the “Estimated Exposure Amount”), and you shall immediately establish, replenish, or increase a Reserve Fund to the Estimated Exposure Amount by depositing the necessary amount with the Bank, or the Bank, at the Bank’s option, may withhold such necessary amounts from credits due to you, may debit your Deposit/Chargeback Account for such necessary amounts, or may utilize the funds in any existing Reserve Fund, if applicable. The Bank is authorized to hold such funds for a reasonable period not to exceed the later of ten months after termination of this Agreement or the length of time applicable laws, rules, or regulations or the Payment Networks impose actual or potential liability upon any party to this Agreement. You shall have no rights to such funds until all of your obligations under this Agreement are satisfied, and WorldPay and the Bank may receive out of such funds those amounts that are or become due to WorldPay and the Bank pursuant to this Agreement.

10.5 Survival. The obligations of all parties hereto incurred prior to the effective date of termination of the Agreement or any Addendum or arising from transactions processed or services performed prior to such termination shall survive the termination of the Agreement or Addendum, as applicable. Without limiting the generality of the foregoing, you shall be liable both before and after termination of the Agreement or Addendum, as applicable, for all Chargebacks, Processing Charges, and other amounts payable pursuant thereto relating to card transactions processed or settled, or services performed by WorldPay or the Bank for you, prior to such termination and for all of your obligations, warranties, and liabilities pertaining to the period during which WorldPay and the Bank processed or settled transactions or performed services for you under this Agreement or any Addendum, including all indemnification obligations under Sections 2, 6.5, and 9.1 above, regardless of whether you have paid an early termination fee under Section 10.3 above. In addition to the foregoing, and in addition to those sections of this Agreement which by their terms or nature survive, Sections 4.4, 4.7, 4.8, 6.6, 6.7, 7.4, 7.5, 7.7, 9.2, 9.3, 10.4, 10.5, 11.2 through 11.10, 11.11 (last sentence only), 11.12, 11.13, 11.14 (last sentence only), and 11.16 (last two sentences only) of these CPA Terms shall survive any termination or expiration of this Agreement.

SECTION 11. GENERAL PROVISIONS.

11.1 Exclusivity. You agree that throughout the term of this Agreement, you will not use the services of any bank, corporation, entity, or person other than WorldPay and the Bank to provide services similar to those contemplated in this Agreement.

11.2 Assignment; Binding; No Third Party Beneficiaries. You may not assign this Agreement, directly or indirectly, including by operation of law, without the prior written consent of the other parties. Any sale or transfer of the equity interests of your business such that the holders of the equity interests as of the date you sign your Customer Processing Agreement do not own more than 50% of the equity interests of your business immediately after such transfer shall be deemed an assignment of this Agreement. The Bank may assign this Agreement without your consent. WorldPay may assign its rights and obligations under this agreement to another transaction processor approved by the Bank. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or permitted assigns. This Agreement will not confer any rights or remedies upon any person or entity other than the Bank, WorldPay, and you.

11.3 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia. In connection with any dispute relating to this Agreement, you and all individuals executing this Agreement in any capacity hereby consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in Atlanta, Georgia or Fulton County, Georgia.

11.4 Attorneys' Fees. In the event the Bank or WorldPay shall employ legal counsel or bring an action at law or other proceeding against you to enforce any of the terms, covenants, or conditions of this Agreement, you shall pay to the Bank and/or WorldPay its reasonable attorneys' fees and costs so incurred.

11.5 Maintenance of Records by Electronic Means. You understand and acknowledge that WorldPay and the Bank, in the ordinary course of their regularly conducted business activities, may keep or maintain certain of its business records and documentation by scanning such records and documents so as to create a photographic or other image or representation of same that may be stored by electronic means and, if necessary, subsequently reproduced in paper form. You hereby waive any objection to WorldPay’s and the Bank’s maintenance and/or reproduction of such records and documents in this manner, and you further agree that you shall not challenge or contest the authenticity or admissibility of same on such grounds in any legal action or proceeding.

11.6 Notices. Except as otherwise provided in this Agreement, written notices required under the terms of this Agreement shall be sent by (a) Priority U.S. mail, return receipt requested, (b) personal delivery including Federal Express, DHL, UPS, or other reputable express courier services, or (c) facsimile, provided written confirmation of receipt is received, return receipt requested and a copy is sent by either the method described in (a) or (b). Notices shall be addressed to the Bank at RBS Citizens, N.A., 1 Citizens Plaza, Providence, Rhode Island 02903, Attention: Senior Counsel, Business Services Legal; to WorldPay at WorldPay US, Inc., 600 Morgan Falls Road, Atlanta, Georgia, 30350, Attention: Legal Department, Fax 678-587-2244; and to you at your address shown in the Customer Processing

Agreement; or such other address as shall be provided by the Bank, WorldPay, or you in writing, to the other. Except as otherwise provided in this Agreement, notices shall be effective upon actual receipt. Notwithstanding the foregoing, you agree that notices sent in the following manner shall also be deemed to constitute written notice under the terms of this Agreement: (i) if you receive written statements, notices may be sent to the address provided by you for the receipt of statements and may be included with such statements, and (ii) if you receive electronic statements via the online account that WorldPay provides to you, notices may be sent by making such notice available at such online account, and in each of the foregoing instances, notices shall be effective when sent. Further, you agree that notices may include a link or direction to an on-line address, which shall be deemed to be effective if included within a notice that is delivered pursuant to any of the methods described in this Section 11.6.

11.7 Confidentiality. You acknowledge that each of WorldPay's and the Bank's businesses is highly competitive and that its respective books, records, and documents, its technical information concerning its products, equipment, services, and processes, procurement procedures and pricing techniques, the names or other information (such as credit and financial data) concerning the cardholders, WorldPay, and the Bank, whether provided or received by you pursuant to the Payment Services Agreement or any Addendum, all comprise confidential business information and trade secrets of WorldPay and the Bank which are valuable, special, and unique assets of WorldPay and the Bank, which each uses in its business to obtain a competitive advantage over its competitors, which do not know or use this information, or have access to it (collectively, "WorldPay/Bank Protected Information"). You further acknowledge the protection of WorldPay/Bank Protected Information against unauthorized disclosure and use is of critical importance to WorldPay and the Bank in maintaining their respective competitive positions. Accordingly, you hereby agree that neither you, nor any of your employees or agents, will make any unauthorized disclosure of any WorldPay/Bank Protected Information, or make any use thereof, except for the benefit of, and on behalf of, WorldPay and the Bank in accordance with this Agreement. All WorldPay/Bank Protected Information received by you and/or your employees or agents from WorldPay or the Bank shall be treated as confidential and only those disclosures as may be necessary in accordance with this Agreement may be made and then only to the extent necessary. The provisions of this Section 11.7 shall be effective during the term of this Agreement and for a period of two years thereafter, provided with respect to WorldPay/Bank Protected Information that constitutes a trade secret under applicable law, the provisions of this Section 11.7 shall continue in effect for the longer of (i) two years after the termination of the Agreement, or (ii) for so long as such information continues to qualify as a trade secret under applicable law, excluding failure to so qualify as a result of breach of this Agreement. Notwithstanding anything contained to the contrary herein, the parties further agree that all cardholder data shall be protected in accordance with applicable law and the Rules.

With respect to confidential or proprietary information that is (a) provided by you to WorldPay or the Bank pursuant to this Agreement or as part of the application process or (b) received by either of them from you in the course of their performance of services for you ("Information from You"), WorldPay and the Bank each agrees that it shall not disclose any such Information from You in violation of the Rules or applicable laws, rules, and regulations. Subject solely to WorldPay's and the Bank's foregoing obligation to protect Information from You in accordance with applicable law and the Rules, you understand and agree that WorldPay and the Bank may disclose or use Information from You, and in furtherance thereof, you hereby grant WorldPay and the Bank a royalty-free, non-exclusive, perpetual license to copy, use, or sub-license or otherwise distribute such Information from You, in any discrete or aggregated form (including data formulated from such data), (i) incidentally as part of the performance or development of existing or new services, products, or programs for customers of WorldPay, the Bank, their non-affiliated marketing partners, referral partners, business partners, or third party vendors or service providers (collectively, "Sharing Parties"), or their respective affiliates, including the performance of analytics services for customers, (ii) for the purposes of analyzing trends and improving the offerings of WorldPay, the Bank, the Sharing Parties, or their respective affiliates, (iii) in order to promote the services of WorldPay, the Bank, the Sharing Parties, or their respective affiliates, including, without limitation, the right to contact you, including by email, regarding new services or products, promotions, advertising campaigns, contests, special offers, or other similar events or activities, and (iv) in connection with the development of existing or prospective non-affiliated third party business relationships.

11.8 Force Majeure. WorldPay and the Bank shall not be liable for delays in authorization, processing, settlement, or other non-performance under the Payment Services Agreement or any Addendum caused by such events as fires, telecommunications, or utility or power failures, equipment failures, labor strife, riots, war, non-performance of WorldPay or the Bank's vendors or suppliers, acts of God, or other causes over which WorldPay and the Bank have no reasonable control.

11.9 Entire Agreement; Modification, Waiver; Section References. This Agreement constitutes the entire understanding of WorldPay, the Bank, and you with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations, whether oral or written between them with respect to the subject matter hereof. No waiver by any party of any provision of this Agreement will be valid unless the same will be in writing and signed by the party making such waiver. No WorldPay sales representative is authorized to make any change to the Agreement. No waiver of a provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion. WorldPay and the Bank shall have the right to modify the terms and conditions of this Agreement, including any Addendum, which right shall include, without limitation, the ability to modify, amend, or supplement the fees set forth on the Customer Processing Agreement, by providing notice thereof to you (the "Change Notice"). Such modifications, amendments, or supplements shall become effective upon the date stated in the Change Notice, provided the date shall not be fewer than 15 days after the date of the Change Notice, unless the notice relates to a change in the Rules made by the Payment Network, a change in the fees charged by the Payment Networks, or a change in applicable laws, rules, or regulations (collectively, a "Third Party Change"), in which case the modification, amendment, or supplement shall be effective upon the earlier of the date stated in the Change Notice or upon the date the Third Party Change is or was implemented by the Payment Network or applicable governing authority. In the event of any modification of this Agreement by WorldPay or the Bank as contemplated in this Section 11.9, you shall have the right to terminate the Payment Services Agreement or the Addendum which was amended, without the payment of any early termination fee otherwise payable pursuant to Section 10.3 of these CPA Terms, by providing written notice thereof to WorldPay and the Bank, provided such notice must be given within 15 days following the date of the Change Notice, and provided further, no such right to terminate shall apply in the event the modification relates to a Third Party Change. For the avoidance of doubt and as an example, in the event a Change Notice is given (excluding a Third Party Change) with respect to the Addendum – Terms and Conditions of Gift Card Services, you may terminate your election to utilize Gift Services, if a Change Notice is given (excluding a Third Party Change) with respect to the Addendum - Terms and Conditions of Security Programs, you may terminate your participation in the security program, etc.; however, the issuance of a Change Notice related to any one Addendum shall not permit you

to terminate the Payment Services Agreement or any other Addendum not amended. WorldPay reserves the right to terminate the provision of any of its ancillary services, i.e. services other than the processing and settlement of Transaction Cards, by providing you written notice thereof, which shall, for purposes of this Section 11.9, be considered an amendment of the related Addendum. You further understand that the point of sale terminals, readers, gateways, software, and other products or services that are used in connection with the processing and settlement of Transaction Cards and that are offered or supported by WorldPay or that are certified as compatible with WorldPay's platform may change and may be updated from time to time, and any such update to such Supported Products shall not be considered an amendment of this Agreement for purposes of this Section 11.9. Unless otherwise specified, a reference in the CPA Terms to a section means a section of the CPA Terms, and a reference in an Addendum to a section means a section of that respective Addendum.

11.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

11.11 Marks. From time to time, WorldPay may provide you with materials that include WorldPay's name, logo, trademarks, and/or service marks ("Marks"). You shall only use such materials and Marks in accordance with guidelines and other instructions that WorldPay provides to you from time to time. Upon the termination or expiration of this Agreement, or at any such earlier time as WorldPay may request, you will cease using such materials and Marks and will, as directed by WorldPay, return to WorldPay or destroy all materials containing the Marks.

11.12 Promotional Items. In the event Customer (a) receives bonuses, credits, or free or discounted equipment, services, or similar items (a "Promotional Item") from WorldPay or the Bank and (b) either (i) terminates this Agreement without Cause prior to the first anniversary of the Activation Date, (ii) fails to process with WorldPay and the Bank in accordance with the requirements of this Agreement during such one-year period, or (iii) fails to meet the qualification or eligibility requirements associated with such Promotional Item, then Customer shall be obligated to pay WorldPay and the Bank (A) with respect to a bonus or credit, the amount of the bonus or credit, or (B) with respect to free or discounted equipment, services, or similar items, WorldPay's standard price for such equipment, service or item, less the discounted amount paid, if any, by Customer for each such Promotional Item, and WorldPay and the Bank shall have the right to off set amounts due under this Section 11.12 against amounts otherwise due to Customer hereunder or may deduct such amounts (by ACH debit or other electronic means) from the Deposit/Chargeback Account or any Reserve Fund held by the Bank and WorldPay. The rights set forth in this Section 11.12 are in addition to such rights as the Bank and WorldPay may have under Section 10.3.

11.13 Relationship of Agreement and Addenda; Conflicts. The CPA Terms shall apply to all services, products, and programs described in any Addendum, including, without limitation, confidentiality obligations, disclaimer of warranties, limitations on liability, indemnification obligations, obligations to report statement discrepancies, and the terms included in the General Provisions section. Capitalized terms that are used in an Addendum have the meanings set forth in the CPA Terms unless otherwise defined in that Addendum. In case of any conflict between the terms of the Payment Services Agreement and any Addendum, the terms of the Addendum will apply solely with respect to the services provided under that Addendum. In the case of any conflict between the terms of various Addenda, the terms of each respective Addendum will apply solely with respect to the services to be provided under that Addendum.

11.14 Accelerated Settlement Programs. To the extent you qualify for and participate in WorldPay's next business day, weekend, or similar accelerated settlement programs, you understand and agree that settlement of such funds is subject to WorldPay's and Bank's timely receipt of funds from the Payment Networks, is subject to WorldPay's and Bank's normal transaction risk review, and is inapplicable to card types settling directly with you. Availability of funds deposited into your account is subject to your local bank's policies. Settlement obligations are subject to bank holidays and to the other terms and conditions of these CPA Terms. WorldPay may establish required batch times in order for you to qualify for accelerated funding programs and your failure to batch by such times for 30 days may result in a change of your funding times. WorldPay recommends that you batch transactions at least 15 minutes prior to any stated required batch time. Amendment of WorldPay's criteria to participate in or rules associated with its accelerated settlement programs will not constitute an amendment to the Agreement that allows you to terminate this Agreement as contemplated in Section 11.9 of these CPA Terms. In no event shall WorldPay or the Bank be liable to you for monetary damages associated with failure to meet accelerated settlement times.

11.15 WEX Services. WorldPay's Wright Express Direct ("WEX Direct") service is expected to be available in November 2013. If you select Wright Express services before WEX Direct is available, you must complete an additional form that is separate from the WorldPay Customer Processing Agreement, set-up time will be 7-10 days, and you will be automatically switched to the WEX Direct service once it is available. After WEX Direct is available, if you select Wright Express services, you are selecting WEX Direct. Under WEX Direct: (i) your transaction fee will be 3.5% in addition to the WorldPay Item Fee listed on the application; (ii) WEX has no direct obligation to you (and WEX will not separately invoice you for any transaction fees); and (iii) you must comply with, and WEX Transactions are subject to, the WEX Card Sales Procedures and the WEX Merchant Chargeback Guide made available to you by WorldPay, as may be amended from time to time by WEX, which procedures and guides shall be considered Rules as defined herein.

11.16 WorldPay Web-Based Services; Software; License. In the event you (a) elect to receive any of WorldPay's web based software services such as "Virtual Terminal", "VT", "VT Payments", or the online merchant portal, or (b) otherwise utilize any other software provided by WorldPay such as the WorldPay Mobile application (collectively, the "WorldPay Software"), you agree to use such WorldPay Software in accordance with this Agreement and all terms, instructions, and operating guidelines that may be made available by WorldPay from time to time. Subject to this Agreement, WorldPay grants a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license to access and use the WorldPay Software solely in connection with payment processing services provided by WorldPay and Bank to you. WorldPay may terminate or suspend your rights under this Agreement to use the WorldPay Software immediately and without notice if you fail to comply with any term or condition applicable to the use of such WorldPay Software or if the Agreement is terminated or services under it are suspended. You acknowledge that you do not have the

right to reverse engineer, decompile, disassemble, translate, copy, modify, alter, or otherwise change any product or service provided to you by WorldPay or Bank, including any WorldPay Software. Upon termination or suspension of these rights, you must immediately cease using the WorldPay Software.

11.17 Equipment/Applications for Mobile Solutions. If you utilize one of WorldPay's mobile solutions, you acknowledge that you are responsible for providing (a) your own compatible mobile device, (b) voice-data wireless service for your mobile device, and (c) a compatible mobile encryption card reader. Encryption card readers may be purchased through WorldPay or from a third party provider. You understand that in order to use the encryption card reader you will need to download the applicable free mobile application to your mobile device in order to use it as a payment device, and you understand that additional terms and conditions may apply regarding the use of this application and the related services.

ADDENDUM - TERMS AND CONDITIONS OF SECURITY PROGRAMS

The following terms and conditions shall apply to your participation in the PCI Program or the Security Encryption Program offered by WorldPay and the Bank.

SECTION 1. DEFINITIONS.

The following capitalized terms shall have the meanings set forth below when used in this Addendum:

“Account Compromise Event” means the actual or suspected unauthorized access to and use of Cardholder Information, arising out of your possession of or access to such Cardholder Information. All access or use resulting from the same, continuous, related, or repeated events or which arise from the same, related, or common nexus of facts, will be deemed to be one Account Compromise Event. Absent a specific determination included in a forensic audit to the contrary, all unauthorized access or use occurring during the period covered by the forensic audit shall be deemed to have resulted from a common nexus of facts.

“Alternative Validation Documents” shall have the meaning set forth in Section 2.3 of this Addendum.

“ASV” shall have the meaning set forth in Section 2.3 of this Addendum.

“Cardholder Information” means the data contained on a Transaction Card, or otherwise provided to a merchant, that is required by the Payment Network in order to process, approve, and/or settle a transaction utilizing the Transaction Card.

“Eligible Indemnification Costs” mean the following five types of costs arising as a result of an Account Compromise Event: (a) the costs of conducting any forensic audit required by a Payment Network in connection with the Account Compromise Event, subject to the limitations set forth in Section 5.1 of this Addendum, (b) the costs of a qualified security assessor to initially validate your business as compliant immediately following the Account Compromise Event, (c) fines and assessments imposed by a Payment Network in connection with the Account Compromise Event, (d) the costs incurred by the bank that issued the Transaction Cards involved in the Account Compromise Event in connection with the replacement of the Transaction Cards, and (e) charges assessed by the Payment Networks in connection with cardholder claims resulting from unauthorized use, fraudulent activity, and/or operational expenses incurred by issuers in connection with access to the Cardholder Information involved in the Account Compromise Event, provided the foregoing five types of costs shall only be included in the definition of Eligible Indemnification Costs to the extent (i) you are required to indemnify WorldPay and Bank for such costs under the terms of your Payment Services Agreement with WorldPay and Bank, and (ii) the costs are incurred by WorldPay or Bank in connection with an Account Compromise Event involving you.

“Encryption Keys” mean special keys for encryption of card track data in connection with use of WorldPay's End-to-End Encryption Solution. Supported Payment Terminals must be injected with a WorldPay specific encryption key in order for WorldPay to be able to decrypt transactions submitted to WorldPay for processing.

“End-to-End Encryption Solution” is a combination of products and services that enhance the security of processing transactions as follows: Payment card track data for Supported Transaction Types is encrypted at a Supported Payment Terminal utilizing the End-to-End Terminal Application and is sent to WorldPay. WorldPay decrypts such data utilizing a VeriFone-approved decryption appliance before further payment processing of such transaction by WorldPay. WorldPay's End-to-End Encryption Solution is powered by VeriFone's VeriShield Protect Solution.

“End-to-End Terminal Application” consists of VeriFone's hardware assembly and firmware applications suite for Supported Payment Terminals that provide encryption functionality for Supported Transaction Types using the Supported Payment Terminals.

“Indemnification Waiver” means WorldPay's and Bank's agreement to waive indemnification as described in Section 5 of this Addendum.

“PCI Program” means the program described in Section 2.1 of this Addendum.

“Portal” means the on-line portal made available to you as part of this Security Program

“Portal Sublicense” shall have the meaning set forth in Section 3.1(a) of this Addendum.

“Portal Terms of Use” shall have the meaning set forth in Section 3.1(d) of this Addendum.

“Security Encryption Program” or **“E2EE Program”** shall mean the security program described in Section 2.2 of this Addendum.

“Supported Payment Terminal” means certain point of sale devices which are specified by WorldPay from time to time as being devices on which WorldPay's End-to-End Encryption Solution is then currently supported. The Supported Payment Terminals must have the appropriate End-to-End Terminal Application and Encryption Keys installed in order to enable the encryption functionality. A point of sale device that you use and that otherwise qualifies as a Supported Payment Terminal will cease to be a Supported Payment Terminal if it is not used in accordance with instructions provided by WorldPay or the terminal manufacturer. In the event a Supported Payment Terminal displays “Tamper Detect Error” or a similar message, stop using the terminal immediately (it is no longer considered a Supported Payment Terminal) and contact the WorldPay Help Desk immediately to replace your terminal. **WARNING:** In some cases, the tampered terminal will continue to operate after the “Tamper Detect Error” appears even though no transactions, including

Supported Transaction Types, are encrypting. If the terminal stops printing "Transaction Encrypted by WorldPay" on the receipt, it is a signal that the Supported Transaction Types are NOT being encrypted, and you should call the WorldPay Help Desk immediately.

"Supported Transaction Type" means credit, debit, EBT, WorldPay Gift, and WorldPay Rewards card transactions when swiped or manually entered into the terminal. Supported transaction types will print "Transaction Encrypted By WorldPay" on receipts. Third-party transactions, including American Express Reverse PIP, check authentication data, non-WorldPay gift and rewards cards, and cards that do not use the Luhn algorithm to calculate the check digit or have extended expiration dates, are not considered supported transaction types.

"VeriFone" means VeriFone, Inc.

SECTION 2. SECURITY PROGRAMS OFFERED.

This Section 2 describes the benefits associated with the PCI Program and the Security Encryption Program.

2.1 PCI Program. Under this security program, your benefits are:

(a) Portal Access and Related Services – You will have access to the Portal, which will enable you to report on and provide attestation of your PCI compliance. The services currently associated with the Portal include (i) an on-line self assessment questionnaire and process for completing attestation of compliance, (ii) a compliance dashboard that indicates the status of your PCI compliance reporting activities, (iii) a compliance maintenance task scheduler that will allow you to keep track of when additional PCI compliance tasks are required, (iv) tools to conduct network vulnerability scans, and (v) the ability to obtain assistance via email or telephone if you need assistance with the Portal or with completing the PCI attestation process.

(b) Fraud Management Services – A fraud manager will provide you with up to 25 hours of assistance in responding to any investigation related to an Account Compromise Event and resolving related issues.

(c) Indemnification Waiver - You will be entitled to a \$30,000 waiver of your indemnification obligations with respect to an Account Compromise Event. The specific terms and conditions of this waiver are set forth in Section 5 below. Please review them carefully.

(d) Educational Information – You will have access to any educational webinars conducted by WorldPay for its merchants related to compliance with Data Security Guidelines.

2.2 Security Encryption Program ("E2EE"). This security program is available to our customers who elect to utilize WorldPay's End-to-End Encryption Solution on one or more of their Supported Payment Terminals. Under this security program, you will receive ALL of the benefits of the PCI Program described above, PLUS you will receive an additional \$70,000 indemnification waiver (for an aggregate of \$100,000 waiver), which will apply if and to the extent a forensic audit determines that an Account Compromise Event occurs as a result of the failure of WorldPay's End-to-End Encryption Solution to encrypt card track data when a Supported Transaction Type is properly entered into a Supported Payment Terminal as described in this Addendum and in accordance with any instructions provided in connection with WorldPay's End-to-End Encryption Solution. Again, the specific terms and conditions of this waiver are set forth in Section 5 below.

2.3 Getting Started; Requirement to Validate. You will receive a communication (which may be electronic) from WorldPay which will instruct you how to use and access the Portal and related security program services. You understand that you are required to validate your PCI compliance on a periodic basis. The initial required validation date is 90 days after the date you execute your Customer Processing Agreement. If you do not validate your PCI compliance before any required validation date by (a) completing the on-line process (available via the Portal) or (b) uploading to the Portal (i) a copy of your completed self assessment questionnaire, Attestation of Compliance, and scan results from a company designated as an Approved Scanning Vendor ("ASV") by the PCI Council or (ii) a certificate of compliance issued by a PCI approved security assessor that confirms the dates you passed your scan and completed your self assessment questionnaire and attestation (the documents in (b) are referred to as the "Alternative Validation Documents"), you will be subject to WorldPay's then-current monthly non-compliance fee, which is applied on a per location until such validation is completed. This fee is in addition to any other rights or remedies WorldPay or Bank may have under the Payment Services Agreement. If your ASV has indicated quarterly scans are not required, as part of your Alternative Validation Documents you must include a copy of the ASV's opinion to that effect.

2.4 Previous Validation with a Third Party. If in the year you execute your Customer Processing Agreement, you have already validated your PCI compliance with another PCI Council approved security assessor or you wish to use a different company to assist with your reporting and validation requirements, and you upload to the Portal a copy of your Alternative Validation Documents within 60 calendar days after the date of your Customer Processing Agreement, then all fees paid by you for the security program that you selected will be credited to you (and you will no longer be a participant in nor receive the benefits of the security program that you selected, including without limitation, the indemnification waiver), and such additional future fees will be waived. If you subsequently use the Portal (other than to upload your Alternative Validation Documents), you will be charged our then current fees for participation in the PCI Program (and will be a participant therein).

SECTION 3. TERMS AND CONDITIONS APPLICABLE TO BOTH SECURITY PROGRAMS.

3.1 Sublicense to Use Portal.

(a) During the term of your Payment Services Agreement, WorldPay grants to you a limited, personal, non-transferable sublicense to use the Portal (the "Portal Sublicense") for the sole purpose of helping you test and validate your PCI compliance (subject to the restrictions set forth in the following paragraph) or uploading to the Portal your Alternative Validation Documents, as the case may be.

(b) You acknowledge that except for the Portal Sublicense granted above, you have no right to market, distribute, sell, assign, pledge, sublicense, lease, or otherwise transfer to any third party your rights to access or use the Portal. You agree that you shall not reverse engineer, decompile, disassemble, translate, modify, alter, create any derivative works based upon, or change the Portal, or any part thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques embodied in the Portal or any part thereof, without the prior express written consent of WorldPay and any third party that powers the Portal. You agree that you shall not remove from the Portal, or alter, any of the trademarks, trade names, logos, patent, or copyright notices, or other notices, or markings, or add any other notices or markings on the Portal, without the prior express written consent of WorldPay and any third party that powers the Portal.

(c) You are responsible for keeping the personal access codes and passwords to the Portal secure and confidential. Without limiting the generality of the preceding sentence, you may only provide access codes and passwords to your authorized employees, you may not share access codes and passwords with any third party, and you shall be responsible for any use or misuse of the Portal by persons who gain access to the Portal via your personal access codes and passwords.

(d) Your use of the Portal may also be subject to additional terms and conditions ("Portal Terms of Use") that are incorporated into the Portal. The Portal Terms of Use shall control to the extent of any conflict between the Portal Terms of Use and this Addendum.

3.2 Effect of Termination; Survival. In the event you elect to terminate your participation in a security program as a result of a material change to the terms and conditions of the security program that you selected as contemplated in Section 11.9 of the CPA Terms or for any other reason (other than your termination of a security program in connection with a termination of the Payment Services Agreement), you may continue to use the Portal to upload your Alternative Validation Documents (and the terms and conditions contained in this Section 3 will continue to apply to such usage). If after any such termination you subsequently use the Portal other than to upload your Alternative Validation Documents, you will be charged our then current fees for participation in our then current PCI Program and be subject to such program's then current terms and conditions. Any termination of your participation in a security program does not terminate your obligation to validate PCI compliance on a periodic basis. All benefits to which you are entitled pursuant to this Addendum end upon termination of this Addendum except that, subject to the other terms and conditions of this Addendum, you will be entitled to such benefits with respect to any suspected Account Compromise Event that you have notified WorldPay of before such termination. In addition to those sections of this Addendum which by their terms or nature survive, Sections 3.1(b)-(d), 3.2, 3.3, 3.5, 3.6, 4.2(b)-(c), and 4.4 of this Addendum shall survive any termination or expiration of this Addendum.

3.3 Limitations. YOU ACKNOWLEDGE THAT (A) NO SECURITY SOLUTIONS ARE ABSOLUTELY EFFECTIVE TO PREVENT UNAUTHORIZED ACCESS TO AND USE OF CARDHOLDER INFORMATION, (B) USE OF THE TOOLS AVAILABLE VIA THE PORTAL, AND OBTAINING A CERTIFICATE OF COMPLIANCE AS A RESULT OF USE OF SUCH TOOLS OR THE COMPLETION OF THE ON-LINE PROCESS AVAILABLE VIA THE PORTAL, DOES NOT GUARANTEE THAT YOU ARE PCI COMPLIANT OR THAT YOU WILL NOT EXPERIENCE AN ACCOUNT COMPROMISE EVENT, AND (C) USE OF WORLDPAY'S END-TO-END ENCRYPTION SOLUTION DOES NOT GUARANTEE THAT YOU WILL NOT EXPERIENCE AN ACCOUNT COMPROMISE EVENT. SUBJECT TO RIGHTS YOU MAY HAVE TO AN INDEMNIFICATION WAIVER AS SPECIFICALLY DESCRIBED HEREIN, NOTHING IN THIS ADDENDUM WAIVES OR AMENDS YOUR OBLIGATIONS UNDER THE PAYMENT SERVICES AGREEMENT TO COMPLY WITH THE RULES OF THE PAYMENT NETWORKS OR THE DATA SECURITY GUIDELINES, AND WORLDPAY AND BANK RESERVE ALL OF THEIR RIGHTS UNDER THE PAYMENT SERVICES AGREEMENT (SUBJECT TO THE INDEMNIFICATION WAIVER) WITH RESPECT TO YOUR FAILURE TO MEET SUCH RULES OR GUIDELINES, INCLUDING THE RIGHT TO REQUIRE A RESERVE FUND AND THE RIGHT TO TERMINATE THE PAYMENT SERVICES AGREEMENT. THIS DISCLAIMER IS IN ADDITION TO, AND NOT IN LIEU OF, THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY CONTAINED IN THE PAYMENT SERVICES AGREEMENT, WHICH SHALL BE DEEMED TO APPLY TO ALL PRODUCTS AND SERVICES PROVIDED UNDER THIS ADDENDUM.

3.4 Fraud Management Services. To the extent you ask WorldPay to provide assistance in excess of 25 hours, such assistance will be provided at WorldPay's then current standard hourly rate and other standard terms and conditions.

3.5 Permission to Share Information. You agree that WorldPay and Bank may share information regarding you and your use of the Portal with the third party that powers the Portal and with the Payment Networks. You acknowledge that the third party that powers the Portal stores and maintains the data that is provided to you, including the data that you input into the Portal, outside of the United States and that such data is accessible to and may be used by WorldPay and Bank in order to provide services under the Payment Services Agreement, to verify information regarding your PCI compliance, to provide information to the Payment Networks regarding your PCI compliance, and similar business purposes. You hereby consent to the use, processing, and transfer of your data and information as contemplated by this Addendum or as necessary to provide the services to you.

3.6 Effect on Payment Services Agreement. This Addendum amends the Payment Services Agreement only to the extent of the Indemnification Waiver contained herein, and except for such Indemnification Waiver, all terms and conditions of the Payment Services Agreement shall remain in full force and effect.

SECTION 4. TERMS AND CONDITIONS RELATED ONLY TO THE SECURITY ENCRYPTION PROGRAM (E2EE).

4.1 Required Software and Hardware. You understand that in order for WorldPay to perform decryption services, you must buy, rent, lease, or otherwise acquire Supported Payment Terminals that have been loaded with the End-to-End Terminal Application and have been injected with appropriate Encryption Keys.

4.2 License of End-to-End Terminal Application. The following terms set forth in this Section 4.2 shall apply to you if you (i)(A) engage WorldPay to load the End-to-End Terminal Application onto Supported Payment Terminals, or (B) purchase, rent, or lease a Supported Payment Terminal from WorldPay that has already been loaded with End-to-End Terminal Application, and (ii) engage WorldPay to decrypt transactions that are received in encrypted form from such Supported Payment Terminals.

(a) WorldPay grants to you a limited, personal, non-transferable sublicense to use the End-to-End Terminal Application in connection with such Supported Payment Terminal (the "End-to-End Sublicense") for the sole purpose of encrypting Supported Transaction Types of transactions processed by such Supported Payment Terminal (subject to the restrictions set forth in the following paragraph).

(b) You acknowledge that except for the End-to-End Sublicense granted above, you have no right to market, distribute, sell, assign, pledge, sublicense, lease, deliver or otherwise transfer the End-to-End Terminal Application to any third party. You agree that you shall not reverse engineer, decompile, disassemble, translate, modify, alter, create any derivative works based upon, or change the End-to-End Terminal Application, or any part thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques embodied in the End-to-End Terminal Application or any part thereof, without the prior express written consent of WorldPay and VeriFone. You agree that you shall not remove from the End-to-End Terminal Application, or alter, any of the trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings on the End-to-End Terminal Application, without the prior express written consent of WorldPay and VeriFone.

(c) You acknowledge that your End-to-End Sublicense rights to the End-to-End Terminal Application shall cease in the event (i) you sell or otherwise transfer a Supported Payment Terminal to any other party (except where such sale is ancillary to sale of your business approved by us); (ii) you no longer utilize WorldPay's decryption and payment processing services; or (iii) WorldPay is no longer entitled to provide its End-to-End Encryption Solution to you. In the event WorldPay is no longer entitled to provide its End-to-End Encryption Solution to you, WorldPay shall notify you, and you shall automatically be converted to the PCI Program.

4.3 Key Injection. The Encryption Key injected into a Supported Payment Terminal must be injected by WorldPay, Verifone, or a company authorized by WorldPay to perform such injections.

4.4 Permission to Share Information. You agree that WorldPay and Bank may share with VeriFone your name, estimated annual transaction revenue, and the term of the Payment Services Agreement. Further you agree that WorldPay and Bank may share additional information regarding your use of WorldPay's End-to-End Encryption Solution with VeriFone, with our and their affiliates, and with the manufacturer of the decryption appliance for general business purposes, including, without limitation, (a) as reasonably necessary for WorldPay and Bank to perform their respective duties and enforce their rights hereunder, (b) in order to better service your requests and/or inquiries, (c) to enable us to offer you related or additional products that we believe may be of interest to you, (d) to enable us to improve WorldPay's End-to-End Encryption Solution for all users of the related products and services, (e) to protect against fraud or identity theft, (f) as required in response to judicial or other governmental requests, subpoenas, warrants, and court orders, requests of the Payment Networks, or as otherwise required by applicable law, (g) to comply with the Rules of the Payment Networks, (h) to prevent harm to you or others, and (i) as disclosed in other applicable policies, terms of use, or other agreements.

SECTION 5. TERMS AND CONDITIONS RELATED TO THE INDEMNIFICATION WAIVER.

Below are the terms and conditions of the Indemnification Waiver included as part of WorldPay's security programs.

5.1 Description of the Indemnification Waiver. Provided you meet the terms and conditions described in this Addendum, WorldPay and Bank will waive their right to be indemnified under the Payment Services Agreement up to the limits and as described in this paragraph. If you have selected the PCI Program, WorldPay and Bank will waive up to an aggregate of \$30,000 of Eligible Indemnification Costs for each Account Compromise Event. In addition, if you have selected the Security Encryption Program, WorldPay and Bank will waive up to an additional \$70,000 (for an aggregate waiver of \$100,000) of Eligible Indemnification Costs for each Account Compromise Event if and to the extent a forensic audit determines the Account Compromise Event occurs as a result of the failure of WorldPay's End-to-End Encryption Solution to encrypt card track data when a Supported Transaction Type is properly entered into a Supported Payment Terminal as described in this Addendum and in accordance with any instructions provided in connection with WorldPay's End-to-End Encryption Solution. There is no other limitation on the indemnity rights of WorldPay or Bank under the Payment Services Agreement or any other Addenda, or the rights of WorldPay and Bank to enforce such indemnity rights, except as provided in this document. To the extent the losses or costs related to an Account Compromise Event exceed the Indemnification Waiver dollar amounts included as a part of the applicable security program, you shall continue to be responsible for indemnifying WorldPay and Bank for such additional costs in accordance with the terms of the Payment Services Agreement. If a cost is not an Eligible Indemnification Cost, you are responsible for the payment of the cost, even if it is incurred in connection with an Account Compromise Event, and neither WorldPay nor Bank is required to reimburse you for such costs or waive any indemnity as to such costs. Examples of costs that could be incurred and that are not Eligible Indemnification Costs are: (a) costs incurred in connection with lawsuits against you by a cardholder or a group of cardholders, (b) costs incurred as a result of a violation of law by you, and (c) the costs of additional hardware or software that must be purchased in order to become PCI compliant.

5.2 Eligibility Requirements. In order to be eligible to receive the Indemnification Waiver, you must meet the following requirements:

(a) The Payment Services Agreement must be in effect and you must be current on all fees with respect thereto, including without limitation, all applicable fees for the security program you selected. If you are not paying any fees for a security program, then you are not eligible for the Indemnification Waiver. You may not be utilizing a hardware product that has been identified by a Payment Network as a known vulnerable piece of hardware at any time during the term of the Payment Services Agreement, and your software must be compliant with Payment Application Data Security Standards. You must properly update and maintain each of your terminals as required by WorldPay or the terminal manufacturer, or if notified by WorldPay, you must upgrade each of your terminals to one that is compliant with Payment Application Data Security Standards. Other than an Account Compromise Event that is determined to have been caused by your breach of the Rules or the Data Security Guidelines, you must not be in breach of your Agreement at the time the breach is identified and continuing until the Account Compromise Event is resolved, including, without limitation, any requirement to establish or maintain a reserve fund in accordance with the Payment Services Agreement.

(b) At the time of signing the Customer Processing Agreement and at the time of any Account Compromise Event, you must meet the definition of a Level 4 merchant as defined by the Rules of Visa and MasterCard. If you are a Level 4 merchant at the time of signing the Customer Processing Agreement but do not qualify as a Level 4 merchant at the time the Account Compromise Event occurs, you will not be entitled to the Indemnification Waiver, and all fees paid by you for your security program for the period after which you no longer qualified as a Level 4 merchant will be credited to you.

(c) You are not eligible for the Indemnification Waiver if you have been identified by a Payment Network as a "common point of purchase" at the time you enter into the Customer Processing Agreement in connection with any prior unauthorized access or use of Cardholder Information.

(d) You must meet all of these eligibility requirements at the time the unauthorized use or access occurs and must continue to meet the eligibility requirements continuously from the time that the unauthorized use or access occurs through the time that the Account Compromise Event is identified by a Payment Network.

5.3 Additional Terms and Conditions.

(a) As soon as you become aware or suspect that there has been unauthorized access to or use of Cardholder Information, you must notify WorldPay immediately. If a forensic audit is required by a Payment Network in connection with a suspected Account Compromise Event experienced by you or if you are required by the Payment Networks to be validated by a qualified security assessor following an Account Compromise Event, WorldPay will engage a vendor designated by the Payment Card Industry Security Standards Council as a qualified incident response assessor or qualified security assessor, respectively, to conduct the audit or validation and will pay for the costs of such audit or validation up to the limits described herein. (Note, the Payment Networks typically require merchants to engage a qualified security assessor to validate compliance immediately following the Account Compromise Event and during the first year following the date upon which a merchant is revalidated as compliant, and only the costs of the initial validation qualify as Eligible Indemnification Costs; the costs of the revalidation in the first year following the date upon which you are validated do not so qualify.) Payment of the costs of such audit or revalidation by WorldPay shall be considered as part of the Indemnity Waiver and counted against the number of dollars waived as part of such Indemnity Waiver. If you directly engage a forensic auditor or qualified security assessor, the costs of such auditor or assessor shall not be deemed to be Eligible Indemnification Costs. You must give the forensic auditor and assessor reasonable access to your premises, systems, and records and otherwise reasonably cooperate with the conduct of any such forensic audit and validation assessment. You must permit WorldPay reasonable access to investigate and audit all related records and information. You must cooperate in all requests of WorldPay to assist in responding to requests for information from a Payment Network in connection with an Account Compromise Event. You must notify WorldPay promptly in the event you are notified that you no longer qualify as a Level 4 merchant. WorldPay shall have the sole right to control the defense and settlement of any claims involving Eligible Indemnification Costs. In the event you wish to file a dispute or appeal with respect to any chargeback, fine, or similar fee imposed by a Payment Network in connection with an Account Compromise Event, WorldPay shall assist you with such dispute or appeal, provided you shall be responsible for all such costs charged by the Payment Network in connection therewith, and any hours of service provided by WorldPay to assist with the dispute or appeal shall be counted against the number of hours of fraud management assistance services to which you are entitled. You have a duty to take reasonable action to mitigate damages and losses arising as a result of an Account Compromise Event.

(b) You are not eligible to obtain the Indemnification Waiver if there is any dishonest, fraudulent, criminal or malicious act, error, or omission, any intentional or knowing violation of the applicable laws, rules, or regulations or Data Security Guidelines, or any gross negligence committed by your shareholders, partners, managers (if a limited liability company), directors, officers, members, or employees in connection with the Account Compromise Event. In addition, in the event you utilize more than one acquirer and you are involved in an Account Compromise Event for which the other acquirer is held responsible by the Payment Network, WorldPay is not required to provide a fraud management assistance services or pay for any losses incurred in connection with such Account Compromise Event and the Indemnification Waiver shall not apply. In the event WorldPay is no longer entitled to provide its End-to-End Encryption Solution to you, WorldPay shall notify you, and you shall automatically be converted to the PCI Program. Your right to obtain the additional \$70,000 of the Indemnification Waiver associated with your use of WorldPay's End-to-End Encryption Solution and election of the Security Encryption Program (E2EE) shall end upon notice from WorldPay to you that it is no longer entitled to provide its End-to-End Encryption Solution, except that, subject to the other terms and conditions of this Addendum, you will be entitled to such waiver with respect to any suspected Account Compromise Event that you have notified WorldPay of before WorldPay sends notice that it is no longer entitled to provide its End-to-End encryption Solution to you. If a point of sale terminal that was a Supported Payment Terminal ceases to be a Supported Payment Terminal (for whatever reason, including without limitation, your failure to upgrade it to a then WorldPay Supported Payment Terminal), you will not be entitled to the additional \$70,000 of the Indemnification Waiver to the extent a forensic audit determines that an Account Compromise Event occurs as a result of the use of such terminal.

(c) Determinations made by the Payment Networks and determinations made in any forensic audit required by the Payment Networks in connection with an Account Compromise Event, including, without limitation, determinations as to whether and when an Account

Compromise Event occurred, the cause of the compromise, and whether the unauthorized access or use resulted from the same, continuous, related or repeated events or arose from the same, related or common nexus of facts, shall control and be binding on you for purposes of the operation of the Indemnification Waiver.

ADDENDUM – TERMS AND CONDITIONS OF WIRELESS SERVICES (Vx 610)

To the extent you elect at any time to utilize WorldPay and Bank to process transactions utilizing wireless devices ("Wireless Devices") that have been certified by WorldPay as compatible with its processing system and wireless telecommunication services are provided by WorldPay or Bank in connection therewith (the "Wireless Services"), the following terms and conditions shall apply.

SECTION 1. FEES. You acknowledge that the fees listed in the Customer Processing Agreement for Wireless Services are in addition to (a) the per transaction, monthly processing, and other fees indicated in your Customer Processing Agreement, and (b) any amounts payable with respect to the purchase or rental of a Wireless Device.

SECTION 2. TELECOMMUNICATION SERVICE TERMS. If the Wireless Services you are using relate to wireless telecommunications services, you acknowledge that WorldPay and the third party provider of the Wireless Services impose certain additional terms and conditions regarding the use of the Wireless Services which are located at <http://www.worldpay.us/wirelessterms.pdf> ("Wireless Terms"). In order to access the Wireless Terms, please enter the passcode "mobileterms1" when requested. You acknowledge that you have read the Wireless Terms and agree to comply with the Wireless Terms, as such terms may be amended from time to time and published at the foregoing website, as long as you receive Wireless Services.

SECTION 3. SURVIVAL. In addition to those sections of this Addendum which by their terms or nature survive, Sections 1 and 2 of this Addendum shall survive any termination or expiration of this Addendum.

ADDENDUM-TERMS AND CONDITIONS OF GIFT CARD SERVICES

To the extent you elect at any time to utilize WorldPay to provide services (the "Gift Card Services") related to your program (the "Gift Card Program") for the acceptance of Gift Cards (as defined in Section 1 of this Addendum), the following terms and conditions shall apply.

SECTION 1. GIFT CARD SERVICES. Subject to and in accordance with this Addendum, WorldPay agrees to provide Gift Card Services to you. As used in this Addendum, "Gift Card" shall mean closed network gift cards that are issued by you, meaning that the Gift Cards may be used in exchange for the purchase of goods or services from you and only at your locations and at no other locations. The Gift Cards will have no pre-set face value, and you shall establish the value when activating the Gift Card.

SECTION 2. FEES. As consideration for the services set forth in Section 1 of this Addendum, you shall pay WorldPay fees in the manner and pursuant to the accompanying Customer Processing Agreement. Transaction fees apply to activation/reload, void activation, redemption, and balance inquiry. Additional fees apply in the event you elect to order physical cards for the Gift Card Program from WorldPay or to convert existing Gift Cards to WorldPay's platform. You should call your Account Executive or Customer Service for a quote on Gift Card orders. A conversion fee of \$50 applies for conversion of less than 1,000 Gift Cards. A fee of \$0.05 per Gift Card applies to conversion of Gift Cards in excess of 1,000 cards. A \$2.00 service fee will be applied monthly against the balance of a Gift Card that has been inactive for at least 12 months or as set forth on the Gift Cards themselves (except where prohibited by law). WorldPay charges you a dormancy fee for each service fee assessed in the amount set forth in the Customer Processing Agreement.

SECTION 3. TAXES. Taxes are the sole responsibility of you and your cardholders (except for income taxes in respect of fees collected by WorldPay pursuant to Section 2 of this Addendum).

SECTION 4. PROPRIETARY RIGHTS. Gift Cards ordered and delivered to you are your property. The WorldPay name and WorldPay's standard Gift Card designs and related marks shall remain the intellectual property of WorldPay.

SECTION 5. INDEMNITY. You agree to indemnify and hold WorldPay and its officers, directors, agents, affiliates, employees, parent, and subsidiaries, harmless against any cardholder or third party claims arising out of the use of Gift Cards issued pursuant to the Gift Card Program. You further acknowledge that WorldPay is not responsible for losses resulting from fraud committed by Gift Card holders or your employees.

SECTION 6. CARD ISSUER. You acknowledge that, for purposes of the Gift Card Program, you are a card "issuer" and that WorldPay is merely providing a service to you to facilitate the conduct of the Gift Card Program by you. As a courtesy to you, WorldPay's system will prohibit card deactivation by you within 12 months from date of activation or last reload (except in the case of fraud). However, it is your sole responsibility to insure that you are in compliance with relevant law governing the use and cancellation of electronic gift cards/certificates. You are responsible for ensuring that funds related to the Gift Card Program are administered in accordance with unclaimed property and other applicable laws.

SECTION 7. CONVERSION OF EXISTING GIFT CARDS. In the event you elect to convert pre-existing proprietary gift cards from selected other Gift Card providers to the WorldPay Gift Card platform, the terms set forth in this Section 7 shall apply. Gift Card conversion is available only for certain select Gift Card providers. Customers with open network gift cards, proprietary cards from unsupported providers, and/or unsupported point of sale ("POS") terminals are not eligible for Gift Card conversion. (Note: Customers using value added reseller systems will be provided information on WorldPay POS requirements so that feasibility for requested conversion can be assessed). Once Gift Cards are converted to WorldPay's Gift Card platform, the Gift Cards operate and are subject to WorldPay's Gift Card business rules, processes, and reporting systems. WorldPay will work with you to plan conversion implementation, set the file conversion date, and establish pre-conversion and post-conversion operational and training schedules. To maintain Gift Card balance integrity, you must convert all Gift Card balances in a single conversion file. Once Gift Card balances are loaded onto WorldPay's Gift Card platform, no further Gift Card transactions can be processed through your prior Gift Card provider's system. You assume the risk if more value is redeemed than the Gift Card balance(s). You shall be responsible for providing accurate conversion file data in the format and layout specified by WorldPay. Such data file shall include (for each Gift Card balance to be converted): card number (up to 19 digits), date activated (if blank, defaults to conversion load date), activating WorldPay Merchant Number (if blank, defaults to first merchant number in WorldPay's Customer Information System), and current Gift Card balance. You warrant that you have the right to all conversion data supplied and to the use of associated BINs (bank identification numbers) on the Gift Cards to be converted. Moreover, you shall indemnify WorldPay against any third party claims associated therewith. WorldPay's sole responsibility under this Section 7 is to convert the information provided by you to the Gift Card platform and to validate the card count and total Gift Card balance converted. Gift Card conversion does not support conversion of Gift Card transaction history, reload, or any text, 800 #s, or Web sites printed on converted cards that differ from WorldPay's functionality.

SECTION 8. MISCELLANEOUS. WorldPay reserves the sole right to cease processing your Gift Card transactions at any time if it determines or has sufficient reason to believe that you are engaged in fraudulent or otherwise improper or illegal activity. In addition to those sections of this Addendum which by their terms survive or nature, Sections 2, 3, 4, 5, 6, and 7 of this Addendum shall survive any termination or expiration of this Addendum.

ADDENDUM - TERMS AND CONDITIONS OF ACH SERVICES

To the extent you elect at any time to utilize WorldPay and Bank to provide services with respect to the crediting and debiting of transactions via the ACH network (the "ACH Services"), including as part of WorldPay's "recurring payments" functionality, the following terms and conditions shall apply.

SECTION 1. ACH SERVICES. You agree to subscribe to, and WorldPay agrees to provide to you, ACH Services in accordance with the terms and conditions set forth herein. The ACH Services include the transmission of electronic credit and/or debit transactions initiated by you and processed through WorldPay to accounts at banks and financial institutions located within the United States only.

SECTION 2. NACHA RULES. You agree to abide by all operating rules, regulations, and procedures set forth in the National Automated Clearing House Association ("NACHA") Operating Rules and Procedures, as amended from time to time (the "NACHA Rules"). If you utilize WorldPay's ACH Services, the definition of "Rules" in the CPA Terms is deemed to include the NACHA Rules and the definition of "Payment Networks" in the CPA Terms is deemed to include NACHA. Any violations of the NACHA Rules by you or other legal non-compliance by you that results in a monetary penalty, fee, or cost to WorldPay or Bank for processing a transaction requested by you will be assessed to and paid by you. You acknowledge and agree that WorldPay will transmit electronic credit and/or debit entries by means of ACH transactions in accordance with the NACHA Rules.

SECTION 3. RISK MITIGATION; AUTHORIZATION; INITIATION OF TRANSFERS. From time to time and at WorldPay's request, prior to initiating ACH transactions for you, WorldPay may require that you use one or more risk mitigation tools specified by WorldPay, including without limitation, submission of low dollar test transactions or verification of bank account information, which may require that you enter into a separate agreement with a third party, such as Certegy (and WorldPay and any such third party shall be permitted to share information regarding you and your transactions with each other). Your failure to implement any such risk mitigation tools that may be required by WorldPay from time to time will be a material breach of this Addendum. In order to request WorldPay to initiate credit and/or debit ACH transactions, you will deliver, or cause to be delivered on your behalf, to WorldPay specific credit and/or debit entry information and consumer authorization by means and within the time frames requested by WorldPay. If you submit this information to WorldPay electronically, you agree that in the free form field of such electronic submission (which allows up to 80 characters of additional information) you will not insert any end-user customer personally identifiable information, including without limitation, cardholder data, social security numbers, and drivers license numbers, because the information in the free form field will not be protected. Upon receipt and acceptance of specific credit and/or debit ACH entry information and proper consumer authorization from you, WorldPay and Bank will initiate ACH transfers on your behalf. WorldPay and Bank is hereby authorized by you to process transactions in accordance with information WorldPay receives from you either electronically or by physical documents.

SECTION 4. RESPONSIBILITY FOR INFORMATION; SECURITY. You will be solely responsible for the information contained in the instructions, including obtaining valid identification of your end-user consumer and proper and valid written authorization from such end-user consumer. WorldPay will have no responsibility for erroneous or fraudulent data or authorization provided by you or for the loss or misuse of any personally identifiable information that you insert in the free form field of any electronic submission to WorldPay. You accept responsibility for setting up security features appropriate for your operating environment in accordance with applicable local law, NACHA Rules, and as requested by WorldPay. You agree to (a) retain an original copy of each consumer authorization for WorldPay to initiate a credit or debit ACH transaction for six years after the date of termination or revocation of such authorization, and (b) provide a copy of such authorizations or other supporting documentation to WorldPay upon request.

SECTION 5. REVERSALS. You acknowledge that requesting the reversal of ACH files and/or entries is solely your responsibility and will be initiated by WorldPay on proper request by you. Applicable fees will apply to ACH reversals and you agree to reimburse WorldPay and the Bank for the face amount of any ACH reversal processed by WorldPay. Also, if you are subject to excessive reversals or disputes, additional fees may be imposed upon you by WorldPay. You hereby authorize the Bank or WorldPay to debit without notice ACH reversals and applicable fees from your daily collected transactions, including without limitation, amounts due to you under the Payment Services Agreement or any other Addendum, and if such collections are inadequate to reimburse Bank, at the Bank's election, deduct such amounts by ACH debit or other means from your Deposit/Chargeback Account or Reserve Fund.

SECTION 6. REJECTS. In the event any ACH transaction request is rejected for any reason whatsoever, it will be your responsibility to resubmit such ACH transaction request with correct data as necessary or obtain any missing or incorrect consumer authorization. Applicable fees will apply to ACH rejects and resubmission requests, and for excessive rejects, additional fees may be imposed upon you by WorldPay.

SECTION 7. PRICING. You agree to pay WorldPay for the ACH Services at the rates, fees, and charges set forth in the Customer Processing Agreement.

SECTION 8. IMPROPER USE OF ACH SERVICES. WorldPay's obligation to provide ACH Services specified herein is conditioned upon your agreement not to allow the ACH Services to be used for any unlawful purpose or in violation of any governmental regulations or authorizations. WorldPay will have the right to limit, terminate, or suspend ACH Services for improper use of the ACH Services by you or any activity by you, as determined in the sole discretion of WorldPay, that threatens public health, safety, or welfare or the integrity or reliability of the ACH network, WorldPay facilities, or services to WorldPay's other customers. Without in any way limiting the foregoing, you will not debit or credit your or any of your affiliate's bank accounts for any amounts unless it is in connection with your rendering of goods and services in the ordinary course of your business and no such debit or credit shall involve any element of credit for any other purpose.

SECTION 9. RESERVE FUND. In the event that the Bank and WorldPay, at any time during the term of this Addendum, determine in their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity in your account, including without limitation, an excessive number of ACH reversals or rejects, potential evidence of fraud or unauthorized

debits, the Bank or WorldPay on behalf of the Bank, may (a) establish, replenish or increase a Reserve Fund as contemplated in Section 6.3 of the CPA Terms or hold funds as contemplated in Section 6.4 of the CPA Terms and/or (b) delay or defer settlement of ACH Transactions.

SECTION 10. SURVIVAL. You shall be liable both before and after termination for all reversals, rejects, etc. of ACH transactions processed prior to or after such termination and for all of your obligations, warranties, and liabilities pertaining to the period during which WorldPay processed or settled transactions for you under this Addendum, including all indemnification obligations, regardless of whether you have paid an early termination fee. In addition to those sections of this Agreement which by their terms survive or nature, Sections 2, 4, 7, 9 and 10 shall survive any termination or expiration of this Addendum.



800.200.5965

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