NUVEI INTEGRATED PAYMENTS EFT INC.
TERMS AND CONDITIONS FOR ACH AGREEMENT

A. These are the Terms and Conditions ("T&Cs") referenced in the Application for Merchant Account and Agreement – ACH / Check ("Application") and these T&Cs, together with the Application, form the Merchant Agreement for ACH / Check Services ("ACH Agreement') between Nuvei Integrated Payments EFT Inc. ("Nuvei-EFT") and the Merchant ("Merchant") who submitted the executed Application. Merchant desires to use the services pursuant to the terms of this ACH Agreement and the rules of the National Automated Clearing House Association (the "ACH Rules"), and Nuvei-EFT is willing to provide the services subject to the terms and conditions set forth in this ACH Agreement.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the ACH Rules. The term "Entries" shall have the meaning provided in the ACH Rules and shall also mean the data, which is transmitted by the Merchant to Nuvei-EFT to prepare such Entries for processing.

ACH AGREEMENT

1. <u>MERCHANT'S AUTHORITY</u>. Merchant specifically warrants to Nuvei-EFT that Merchant has taken all necessary legal action and has authority to enter into this ACH Agreement with Nuvei-EFT. It further warrants that the person(s) signing for and on behalf of Merchant is specifically authorized and directed to do so by Merchant. Merchant acknowledges that this ACH Agreement constitutes the legal, valid and binding obligation of Merchant, enforceable in accordance with its terms. The attached Schedules for the POS Conversion, QSP, Check 21+ Remote Check Deposit, Checks-By-Phone, Checks-By-Web, ACH Debit, Checks-By-Phone, and Paper Guarantee services are hereby incorporated into these T&C's to the extent Merchant selects such services in the Application. These T&Cs are only applicable to the Paper Guarantee services to the extent set forth in Sections 23-43 and the Paper Guarantee Schedule attached hereto.
2. <u>MERCHANT'S PUBLIC DISCLOSURE RESPONSIBILITIES</u>. Nuvei-EFT shall provide signage to be displayed at the point of purchase (POP) or payment collection site, which informs customers of the applicable (i) Merchant's use of Nuvei-EFT Electronic Check Processing Service; or (ii) electronic debit for the amount of any state allowable NSF or recovery fee as stated in Section 3 of the Check 21+ Remote Check Deposit Addendum. Merchant agrees to display these materials in the best visible and unhindered location so as to inform the public of, if applicable, such electronic debit entry or that Merchant will honor electronic check and ACH processing services (as applicable) provided by Nuvei-EFT. From time to time, Nuvei-EFT may disseminate (i) changes to rules governing the Services; and (ii) educational and promotional materials to Merchant for Merchant to distribute to customers. Merchant further agrees to immediately (i) remove and properly dispose of Nuvei-EFT's stale promotional materials and to display the most current materials upon receipt of such from Nuvei-EFT; and (ii) comply with such rule changes. Merchant will discontinue the use of all of Nuvei-EFT's promotional materials and properly remove said materials upon receipt of written notification of suspension or termination of this ACH Agreement. In the event Merchant's account is reinstated by Nuvei-EFT after suspension, Merchant shall redisplay appropriate materials upon receipt of written verification of resumption of service by Nuvei-EFT.
3. <u>RESTRICTIONS ON USE OF PROMOTIONAL MATERIALS AND REPRESENTATIONS CONCERNING NUVEI-EFT'S SERVICES</u>. Merchant shall make no use of Nuvei-EFT's promotional materials, marks, or software, other than as set forth in paragraph 2 above, without Nuvei-EFT'S prior written consent. In no way shall the Merchant indicate that Nuvei-EFT's services are an endorsement of the Merchant, its business or its business practices. In the event of termination, Merchant immediately shall properly discard all software related to Nuvei-EFT services at Merchant's expense.
4. <u>SURCHARGES AND TAXES</u>. Merchant shall not impose any illegal surcharge on any processed ACH, Remote Check Deposit (Check 21 Plus) processed check, or electronically processed check transaction. Merchant shall collect all required taxes at time of sale. All required taxes must be included in the total transaction amount at the time such is submitted for authorization by Nuvei-EFT and must be reflected in the face amount of the check or ACH Debit (if applicable). In any event, Merchant shall not collect any required taxes separately in cash, or otherwise. Merchant is responsible for paying all taxes collected to the appropriate authorities in a timely manner.
5. <u>USE OF EQUIPMENT</u>. Merchant agrees to utilize only equipment and software (including payment gateways) approved by Nuvei-EFT for the electronic processing of checks and ACH Debits and in a format and medium of transmission acceptable to Nuvei-EFT.
6. <u>NETTING OF TRANSACTIONS</u>. Merchant acknowledges that all transactions between Nuvei-EFT and Merchant under this ACH Agreement, except assessment of fees, shall be treated as a single transaction for purposes of daily settlement between Merchant and Nuvei-EFT. The Settlement period varies depending on the Service. Chargebacks may be deducted from net settlement or may be debited from Merchant's account if no pending credits are available to offset the chargeback.
7. <u>PAYMENT</u>. Merchant acknowledges that this ACH Agreement provides for the provisional settlement of Merchant's transactions, subject to certain terms and conditions, fees, credit transactions, contingent claims for chargebacks, adjustments and final settlement including but not limited to those enumerated herein. All payments to Merchant for legitimate and authorized transactions shall be made by Nuvei-EFT through the ACH and shall normally be electronically transmitted directly to Merchant's designated account. However, Nuvei-EFT cannot guarantee the timeliness with which any payment may be credited by Merchant's bank. Merchant understands that due to the nature of the ACH and the electronic networks involved and the fact that not all banks belong to an ACH, payment to Merchant can be delayed. In such cases, Merchant agrees to work with Nuvei-EFT to help resolve any problems in crediting Merchant's designated account. In the event that a payment is rejected by Merchant's bank or fails to arrive within seven (7) banking days from the date of settlement due to problems beyond Nuvei-EFT'S control, Nuvei-EFT may periodically wire transfer all funds due Merchant until the problem is corrected, at Merchant's EXPENSE. All payments to Merchant shall be made after first deducting therefrom any discount fee, transaction fee, credit, chargeback, reserve or other fee or charge for which Merchant is responsible pursuant to this ACH Agreement. Said charges and fees shall be deducted from incoming transactions or may be debited against Merchant's designated Account at Nuvei-EFT's sole discretion, without any further notice or demand.
8. <u>AUTHORIZATION TO ACCESS MERCHANT'S ACCOUNT</u>. Merchant hereby authorizes Nuvei-EFT to initiate debit and credit entries to Merchant's designated account. Merchant's authorization shall continue in effect for at least 120 days after termination of this ACH Agreement, or for a longer period as determined necessary by Nuvei-EFT in the exercise of its sole discretion in order to properly terminate business. Unless a

reserve or delay is placed on the Merchant's account, Nuvei-EFT will generally transmit settlement to Merchant's bank within 7 business days. In cases where Merchant has been approved by Nuvei-EFT in advance to initiate credit entries, the debit to Merchant's account will be initiated first and the credit to the customer may be held until Merchant's debit clears, generally within 6 banking days or for a longer period as determined necessary by Nuvei-EFT to insure the funds have cleared Merchant's account. With respect to the Services, (i) settlement shall consist of a 7 banking day net settlement unless approved in advance by Nuvei-EFT in writing; and (ii) No Merchant or customer is authorized to initiate a customer credit Entry, except where the Entry is the result of a reversal of a previous WEB debit Entry. Returns received after a transaction has been settled may be offset and deducted from current outstanding funds due to Merchant, or returns may be charged back to Merchant's account at Nuvei-EFT's discretion. Merchant specifically authorizes Nuvei-EFT to debit Merchant's account via Automated Clearing House (ACH) transfer for any previously funded transaction that is returned, and Merchant warrants to Nuvei-EFT that Merchant will maintain a sufficient balance to cover return entries and to promptly notify Nuvei-EFT of any changes to Merchant's accounts. In addition, Nuvei-EFT may require additional monetary sums for the reserve account from Merchant, and Nuvei-EFT reserves the right to hold additional monies as necessary to reduce any risk associated with the daily processing of checks, as requested by Merchant. In the event of processing termination, Nuvei-EFT may hold outstanding funds due to Merchant for up to one-hundred-twenty (120) days from the transaction date if Nuvei-EFT determines that the return history reasonably justifies the holding of funds. Nuvei-EFT may hold back certain amounts where Nuvei-EFT is investigating a transaction for breach of warranty or transactional requirements by Merchant or for other reasons. Nuvei-EFT shall monitor Merchant's transactional activity and Merchant agrees that Nuvei-EFT may delay funds for a reasonable period to investigate account activity. Nuvei-EFT will attempt to notify Merchant of any investigation, but Nuvei-EFT shall have no liability to Merchant or any other party, for any such actions taken by Nuvei-EFT. Merchant agrees that Nuvei-EFT may hold, setoff or retain funds to protect against amounts owed Nuvei-EFT or based on Merchant's transaction history and/or Merchant's financial condition. Nuvei-EFT will not be liable for any dishonor of any item as a result of actions taken hereunder. Any account is subject to review, verification, audit and acceptance by Nuvei-EFT. Nuvei-EFT may return any item to Merchant for correction or proper processing.

9. RETURNS AND CREDITS. Merchant shall maintain a fair policy permitting refunds, exchanges, returns and adjustments. During the term of this ACH Agreement, Merchant shall be responsible for making all cash, check, or ACH Debit refunds to customer after a transaction has been batched out for settlement. Unless Merchant has been approved by Nuvei-EFT in advance to initiate credit entries for a lesser amount than the original check, electronic check, or ACH Debit entry, Merchant must initiate a credit receipt for the same amount as the original check or debit entry to effect voids, which occur the same day as the day of authorization and prior to batching out. As applicable, Merchant must use the POP equipment, approved Nuvei-EFT software, or ACH Debit Software to transmit the credit. Merchant shall obtain proper written authorization from the Customer whose name is used in the transaction or printed on the face of the check or the customer's authorized representative prior to crediting Customer's account. Except for Checks-By-Web, the customer or its authorized representative shall sign the completed credit receipt and a copy of the credit receipt shall be delivered to the customer at the time of each cancellation of a transaction. Each void, debit, and credit entry shall constitute a separate transaction for which a processing fee will apply. If it becomes necessary for a reversal of a transaction to be initiated, Merchant shall request in writing to Nuvei-EFT to initiate such reversal. Merchant shall give Nuvei-EFT enough information to create such reversal. A fee of no more than twenty-five dollars for each transaction reversal may be charged by Nuvei-EFT.
10. WARRANTIES BY MERCHANT. Merchant warrants and agrees to fully comply with all federal, state, and local laws, rules and regulations, as amended from time to time, including those with respect to consumer protection. Merchant also warrants not to change the nature of its business as indicated on the Application attached hereto and submitted herewith or to modify the ownership of the business without the prior written consent of Nuvei-EFT. With each transaction presented to Nuvei-EFT by Merchant for authorization, Merchant specifically warrants and represents that: (a) each customer has authorized the debiting or crediting of its checking account, that each debit or credit is for an amount agreed to by the customer; (b) each debit or credit entry was authorized by the person named on the checking account or the authorized representative or agent of such person; (c) the sales receipt or other proof of purchase is valid in form and has been completed in accordance with all applicable laws and all of the provisions set forth in this ACH Agreement; (d) the total amount of each sales receipt or other proof of purchase evidences all goods and services purchased in a single transaction (No splitting check transactions to multiple checks as applicable); (e) Merchant has delivered the goods or completed the services identified in the authorized sales receipt; (f) each sales draft and check represents a bona fide direct sales transaction between the Merchant and the person presenting the check or ACH Debit in the Merchant's ordinary course of business and that the amount of the sales draft or check evidences the customer's total indebtedness for the transaction involved; (g) the person presenting the check or ACH Debit has no claim, defense, right of offset, or dispute against Merchant in connection with the purchase of the goods or services and Merchant will provide adequate services to the person presenting the check or ACH Debit and will honor all warranties applicable thereto; and (h) all of Merchant's business locations engage in the business activity listed on the face of this ACH Agreement.
11. CHARGEBACKS AND RETURNS. Nuvei-EFT and third-party bank partners will monitor Merchant for adherence to established maximum acceptable return rate thresholds as established by the ACH Rules which are as follows: Overall return rate level of 15% or less, Administrative return (R02, R03, R04) rate level of 3% or less, and an Unauthorized return (R05, R07, R10, R29, or R51) rate level of 0.5% or less. Merchant shall bear all risk of loss, without warranty or recourse to Nuvei-EFT for the amount of any transaction, applicable fees, or other amounts due Nuvei-EFT (including Nuvei-EFT's actual costs and expenses) due to or caused by chargebacks and returns of any kind, whether for customer chargebacks, insufficient funds returns, administrative or corporate returns, or any other type of returns, except as set forth in this ACH Agreement and the Nuvei-EFT POS Guarantee Conversion, ACH Debit Guarantee, Checks-By-Phone Guarantee, and Remote Deposit Capture (Check 21 Plus) with Guarantee Schedules below (provided that Merchant has purchased and Nuvei-EFT agreed to provide Guarantee services). Nuvei-EFT shall have the right to debit Merchant's incoming transactions, designated account or any other funds of Merchant in Nuvei-EFT's direct or indirect control by reason of Nuvei-EFT's security interest granted to Nuvei-EFT by Merchant hereunder, and to chargeback such transactions to Merchant including, but not limited to any of the following situations: (a) where goods have been returned or service canceled by the person submitting the applicable check or ACH Debit for electronic processing or Remote Deposit Capture (Check 21 Plus) processing and that person has requested a credit draft and such credit draft was not processed by Merchant; (b) where the sales draft or purchaser breaches any representation, warranty or covenant or failed to meet the requirements of this ACH Agreement, or applicable law, or has not been authorized in advance by the authorization center as required hereunder; (c) where the transaction is for a type of goods or services sold other

than as disclosed in the Application or approved in advance by Nuvei-EFT or the amount shown on the sales receipt or proof of purchase differs from the copy given to the customer; (d) where a customer contends or disputes in writing to Nuvei-EFT, or the customer's financial institution named on the check or ACH Debit that: (1) Goods or services were not received; or (2) Goods or services received do not conform to the description on the sales receipt or proof of purchase; or (3) Goods or services were defective or the customer has a claim, dispute or defense to payment related to the transaction; or (4) The dispute reflects a claim or defense authorized by a relevant statute or regulation, (e) where a check authorization document or recording, proof of purchase, or credit receipt was not received by Nuvei-EFT as required herein or is subject to indemnification charged back by the customer's financial institution; (f) where the transaction was generated through the use of an account that was not valid (As in, but not limited to, R03,R04 return codes)or effective (As in, but not limited to, R02 return code) on the transaction date or which was made on an altered, fraudulent, or counterfeit check authorization document, recording, or ACH debit or of which Merchant had notice not to honor and failed to reject the transaction or if Merchant disregarded any denial of authorization; (g) where the check results in a R29 return (Unauthorized ACH entry to Corporate Account) and any collection efforts are not successful; (h) where no signature or electronic acceptance of the transaction appears on the sales check authorization document (as applicable) or proof of purchase (or the proof of purchase does not contain the information from the ACH Debit), where customer did not authorize via recorded oral authorization, or if Merchant failed to obtain specific authorization in advance from Nuvei-EFT to complete the transaction and/or a valid authorization number was not on the sales receipt or proof of purchase and/or the customer has certified in writing to Nuvei-EFT or his financial institution that no authorized user made or authorized the transaction; (i) where security procedures were not followed; (j) where the customer's financial institution or Nuvei-EFT has information that Merchant fraud occurred at the time of the transaction(s), or the transaction is not a sale by Merchant whether or not such transaction(s) was authorized by the customer; (k) in any other situation where the check authorization or proof of purchase was executed or a credit was given to Merchant in circumstances constituting a breach of any representation or warranty of Merchant or in violation of applicable law or where Merchant has not provided documents or resolved a customer dispute whether or not a transaction is charged back; (l) an Entry was charged back and represented whether or not the customer knows or consents to this representment. If, with respect to any one of Merchant's outlets, the amount of or number of any counterfeit or fraud incidents becomes excessive, in the sole determination of Nuvei-EFT; (m) Merchant does not provide Nuvei-EFT with a copy of the signed authorization receipt or recorded oral authorization within forty-eight (48) hours from the time of Nuvei-EFT's request. Merchant may be charged back for all transactions, this ACH Agreement may be terminated immediately without notice, and Merchant's funds, including but not limited to those in incoming transactions and in Merchant's designated account, shall be held pursuant to the provisions herein. Nuvei-EFT shall retain any discount or fee related to a chargeback transaction. Merchant agrees that Nuvei-EFT will assess up to twenty-five dollars for each chargeback, or such increased or additional charges as may be established by Nuvei-EFT from time to time. **Additionally, Nuvei-EFT shall have the same rights to debit Merchant's account for transactions returned or not honored for any reason, including but not limited to insufficient funds, administrative or corporate returns, or any other kind of returned transaction. If Merchant has requested the Nuvei-EFT GUARANTEE service, and Nuvei-EFT has accepted the application for Guarantee service, certain transactions are guaranteed, as listed in this ACH Agreement, including the Nuvei-EFT POS Guarantee Conversion Remote Check Deposit (Check 21 Plus) with Guarantee, Checks-By-Phone Guarantee, or ACH Debit Guarantee Schedules below.**

12. <u>CHARGEBACK AND RETURNS RESERVE ACCOUNT</u>. Notwithstanding any other language to the contrary contained in this ACH Agreement, Nuvei-EFT reserves the right to establish, without notice to Merchant, and Merchant agrees to fund a non-interest bearing Chargeback and Return Reserve Account, or demand other security and/or to raise any discount fee or transaction fee hereunder, upon Nuvei-EFT's reasonable determination of the occurrence of any of the following: (a) Merchant engages in any processing of charges which create an overcharge to the customer by duplication of charges; (b) **Failure by Merchant to fully disclose the true nature or percentage of its (i) actual or intended telephone and/or mail order business; and (ii) actual or expected losses due to insufficient funds transactions**, fraud, theft or deceit on the part of its customers, or due to administrative chargebacks/returns, or chargebacks or rejections by customers; (c) **Failure by Merchant to fully disclose the true nature of its business to Nuvei-EFT to permit a fully informed decision as to the suitability of Merchant for processing through Nuvei-EFT**; (d) Failure by Merchant to fully disclose the true ownership of Merchant's business entity or evidence of fraud; (e) Processing by Merchant of unauthorized charges or any other action which violates applicable risk management standards of Nuvei-EFT or is likely to cause loss; (f) **Any misrepresentation made by Merchant in completion of the Application or breach of any other covenant, warranty, or representation contained in this ACH Agreement** or applicable law including a change of type of business without prior written approval by Nuvei-EFT; (g) Merchant has chargebacks or returns of any kind which exceed 1% of the total number of transactions completed or dollars processed for Checks-By-Web Services by Merchant in any thirty (30) calendar day period; (h) Excessive number of requests from customers or issuing banks for retrieval of documentation; (i) Merchant's financial stability is in question or Merchant ceases doing business; or (j) Upon notice of or termination of this ACH Agreement. After payment or adequate provision for payment is made by Nuvei-EFT, for all obligations on the part of Merchant to Nuvei-EFT under this ACH Agreement, Merchant may request Nuvei-EFT to disburse to Merchant any funds remaining in the Chargeback and Return Reserve Account unless otherwise agreed to by Nuvei-EFT. Such funds will not be disbursed to Merchant until the end of one hundred twenty (120) days after termination of this ACH Agreement or ninety (90) days from the date of the last chargeback or return activity, whichever is later, unless Nuvei-EFT in its sole discretion has reason to believe that customer chargeback rights may be longer than such period of time or that loss is otherwise likely, in which event Nuvei-EFT will notify Merchant of such fact and Nuvei-EFT will set the date when funds shall be released. No monies held in the Chargeback and Return Reserve Account shall bear interest. Provisions applicable to the designated account are also applicable to this account.
13. <u>COLLECTIONS</u>. Merchant acknowledges and agrees that when collection services are required, Nuvei-EFT may utilize an appropriately licensed third party to perform such collection services. Merchant further authorizes Nuvei-EFT to continue collection efforts for Merchant. If collections are unsuccessful after sixty (60) days, Nuvei-EFT shall discontinue collections and be absolved of all responsibility.
14. <u>NUVEI-EFT POS GUARANTEE CONVERSION, CHECKS-BY-PHONE GUARANTEE, REMOTE CHECK DEPOSIT (CHECK 21 Plus), AND ACH DEBIT GUARANTEE.</u> The Nuvei-EFT POS Guarantee Conversion, Remote Check Deposit (Check 21 Plus) with Guarantee, Checks-By-Phone Guarantee, and ACH Debit Guarantee provisions are operational only if Merchant has marked the applicable Nuvei-EFT POS Guarantee Conversion, Checks-By-Phone Guarantee, Check 21 Plus with Guarantee, or ACH Debit Guarantee box on the application form of the ACH Agreement. Merchant must utilize the Nuvei-EFT Virtual Terminal to qualify for the ACH Debit Guarantee coverage and the Nuvei-EFT Checks-By-Phone Gateway to qualify for Guarantee coverage. The ACH Debit Guarantee coverage is only available for Single ACH Debit services and are not offered for

Recurring ACH Debit services. If so marked, Merchant wishes Nuvei-EFT to provide a guarantee for reimbursement of losses sustained by Merchant in accepting checks or Single ACH Debits for electronic or Remote Check Deposit (Check 21 Plus) processing. In addition to the provisions previously set forth and notwithstanding any provisions to the contrary, Nuvei-EFT has established a per account Guarantee Limit, as per the Schedule, based on a percentage of the face amount of any and all checks (and a local access [Transaction fee] fee) as set forth in the pricing section of the agreement) presented at Merchant's place of business or at other locations which are listed in any attachments to this ACH Agreement, subject to the terms and conditions set forth in this ACH Agreement. Nuvei-EFT shall reimburse Merchant per Schedule, up to the Guarantee Limit, as measured from the date of verification of non-payment, subject to Merchant's compliance with all of the terms and conditions contained in this ACH Agreement or any of Nuvei-EFT's other published instructions. Nuvei-EFT shall have the right to adjust Merchant's rate including Nuvei-EFT POS Guarantee Conversion, Remote Check Deposit (Check 21 Plus) with Guarantee, Checks-By-Phone Guarantee, and ACH Debit Guarantee rate based upon its sole determination. Merchant must utilize the Virtual Terminal to qualify for ACH Debit Guarantee service and the Nuvei-EFT Checks-By-Phone Gateway to qualify for Checks-By-Phone Guarantee service. Each month Merchant shall have access to an itemized summary of applicable electronic check, Checks-By-Phone, Remote Check Deposit (Check 21 Plus) check, and ACH Debit deposits. Nuvei-EFT shall process up to the check limit established for Merchant, but will not be responsible for reimbursement of checks exceeding the Merchant's approved guarantee limit. The following transaction types are not included in the Nuvei-EFT POS Guarantee Conversion, Remote Check Deposit (Check 21 Plus) with Guarantee, Checks-By-Phone Guarantee, or ACH Debt Guarantee service, and Nuvei-EFT assumes no liability for and will provide no reimbursement for transactions as follows: Incorrect MICR data reads, unable to locate account or invalid account number returns, (R29) Unauthorized Corporate returns, customer chargebacks or customer revocations of any transaction. Merchant agrees to provide any additional information to Nuvei-EFT on occasion as needed to assist in collection efforts. Guarantee reimbursement shall only serve to cover Merchant losses due to, NSF returns, and Insufficient Funds returns up to the per account guarantee limit placed in the approval section of the contract.

15. SWIFTSETTLE. Merchant acknowledges that to receive SwiftSettle processing, Merchant's transactions must be received prior to the established cutoff time by the Originating Depository Financial Institution ("ODFI"). Any transaction received after the established SwiftSettle cutoff will be processed in the standard evening processing cycle (i.e., the Effective Entry Date will be the next business day) and the SwiftSettle Transaction fee still applies. SwiftSettle is currently available through gateway and file transmission only. Support assisted reversals are not available for SwiftSettle items. Same day voids and reversals may be supported through the gateway (check with gateway provider to confirm functionality). A SwiftSettle Entry must be for an amount of $25,000 or less, and an IAT Entry cannot be a SwiftSettle Entry. Nuvei-EFT does not represent or warrant that the Originating Depository Financial Institution ("ODFI") will timely transmit any Entry to its ACH Operator, or that the ACH Operator will timely transmit the Entry for same-day processing and settlement. It is understood that the ODFI, ACH Operator and Receiving Depository Financial Institution (RDFI) may impose additional requirements for SwiftSettle, in accordance with the ACH Rules, or their own policies and procedures.
16. MERCHANT PAYMENT OBLIGATIONS & CONSUMER CONVENIENCE FEES. Merchant shall pay Nuvei-EFT the fees and charges for the Services rendered hereunder in accordance with the Fees and Charges as set forth in the Application. Merchant must promptly notify Nuvei-EFT in writing of any dispute regarding fees under this ACH Agreement. Merchant's written notice must include: (i) Merchant name and account number; and (ii) the dollar amount and description of the disputed fees. Such written notice must be received by Nuvei-EFT no later than ninety (90) days after the disputed fees have been paid by Merchant or charged to Merchant's account by Nuvei-EFT. Merchant's failure to so notify Nuvei-EFT will waive and bar the dispute. If applicable, for the purpose of billing a Mobile Image shall consist of the front-and-back of a check; any other image capture shall be billed as a separate image regardless of whether or not multiple images are of a single document. Merchant acknowledges that this ACH Agreement may also contemplate a Consumer Convenience Fee Option and Merchant wishes to participate in the Consumer Convenience Fee Option in which Nuvei-EFT shall collect a Convenience Fee from the consumer. Merchant shall be solely responsible for informing its customers of such convenience fee charges and to obtain customer's authorization, by signature or similarly authenticated, to debit the convenience fee from customer's bank account via ACH debit. Merchant's customer authorization process should take into consideration whether the convenience fee is or is not included in the face amount of the check and for obtaining proper authorization so that the total amount to be deducted (both the sale amount and the fee) are properly authorized by the customer. Merchant hereby confirms that Convenience fees are acceptable to be added under all applicable laws.
17. ASSIGNMENT OF CHECKS AND ACH DEBITS. As of the date of this ACH Agreement and by subscribing to Nuvei-EFT services, Merchant shall be deemed to have assigned to Nuvei-EFT, without recourse, all of Merchant's right, title and interest in any and all ACH Debits return fees and checks, including any rights to treble or punitive damages permitted under applicable law. Merchant shall execute and deliver endorsements, instruments, and papers and shall do whatever is necessary under the laws of any applicable jurisdictions to secure and defend Nuvei-EFT's rights and shall do nothing to prejudice those rights. Merchant shall cooperate with Nuvei-EFT in pursuing Nuvei-EFT's rights, including suing or prosecution of the customer under all applicable laws.
18. COMPLIANCE AND DISCLOSURE OF INFORMATION. Merchant agrees to comply with all applicable state or federal laws, rules and regulations affecting the use of checks, drafts and ACH transactions, including but not limited to rules and procedural guidelines established by the Federal Trade Commission ("FTC") and Regulation E. (Reg. E). Merchant is solely responsible for any and all losses incurred by Merchant or Nuvei-EFT in the event Merchant initiates any transaction prohibited by Regulation E Rules or other rules or laws of the United States of America ("USA") or in breach of this ACH Agreement. Merchant shall provide such information and certifications as Nuvei-EFT may reasonably require from time to time to determine Merchant's compliance with the terms and conditions of this ACH Agreement and applicable law. Merchant further agrees to produce and make available for inspection by Nuvei-EFT or its officers, agents, attorneys, accountants, or representatives, such books and records of Merchant as Nuvei-EFT may deem reasonably necessary to be adequately informed of the business and financial condition of Merchant, or the ability of Merchant to observe or perform its obligations to Nuvei-EFT pursuant to this ACH Agreement. Merchant further agrees to provide to Nuvei-EFT from time to time such information including, but not limited to, credit reports, personal and/or business financial statements, income tax returns, or other such information as Nuvei-EFT may request. Merchant grants to Nuvei-EFT continuing authority to conduct credit checks and background investigations and inquiries concerning Merchant and Merchant's owner(s) including, but not limited to, character and business references and the financial condition of Merchant and Merchant's owner(s). Merchant expressly authorizes Nuvei-EFT or its agents, attorneys, accountants, and representatives to provide and receive such information from any and all third parties directly, without

further consent or authorization on the part of Merchant. Nuvei-EFT may share with others its credit, sales and other information. Merchant will not transfer, sell, or merge or liquidate its business or assets or otherwise transfer control of its business, change its ownership in any amount or respect, engage in any joint venture partnership or similar business arrangement, change its basic nature or method of business, types of products sold or engage in sales by phone or mail order without providing notice to Nuvei-EFT and provide Nuvei-EFT with the opportunity to terminate this ACH Agreement.

19. COMPLIANCE WITH THE RULES AND APPLICABLE LAW. Merchant's rights and obligations with respect to any Entry are governed by the ACH Rules, this ACH Agreement and applicable law. The Merchant agrees to comply with and be bound by "the ACH Rules". Merchant agrees to comply with applicable state and federal law or regulation and Merchant warrants that it will not transmit any Entry that violates the laws of the United States, including, without limitation, regulations of the Office of Foreign Asset Control (OFAC).
20. DATA RETENTION. Merchant shall retain all records related to authorization, including all sales and credit receipts and authorizations for a period of no less than two years following the date of the transaction, or two years from authorization revocation if applicable. According to Nuvei-EFT'S current Nuvei-EFT policies, Merchant shall, as applicable, stamp or mark “ACH processed” and hand the check back to the check writer and retain for a period of 2 years all ACH Debits received from customers. **If check is handed back to check writer, ACH authorization form is handed back to consumer, or recorded oral authorization is lost then Merchant acknowledges that Nuvei-EFT will not be able to provide any check collection services beyond the third electronic presentment of the check. Failure to provide the signed authorization receipt, form, or recorded oral authorization to Nuvei-EFT will result in cessation of collection efforts, and Nuvei-EFT will be entitled to immediately debit Merchant's account for any previously processed and returned transactions.**
21. ADDITIONAL Merchant REPRESENTATIONS. Merchant agrees to permit Nuvei-EFT to audit Merchant upon reasonable notice. Merchant agrees that any outstanding amount(s) owed to Nuvei-EFT shall be subject to a 1.5% finance charge monthly. Any outstanding sums will be sent to an outside collection agency and charged the maximum amount of civil, legal, and collection fees/charges as is allowed by law. Merchant will not disclose and will keep confidential the terms and conditions of this Agreement.
22. ADDITIONAL NUVEI-EFT RESPONSIBILITIES. Nuvei-EFT will accept, as applicable, entries via check reader hardware, Merchant's payment gateway, double sided check images from a Nuvei-EFT approved check imager/software vehicle, ACH Debit software, and Checks-By-Phone Gateway on a 24-hour per day basis. Nuvei-EFT is only responsible for processing entries that have arrived at its premises in a proper format and on a timely basis. Nuvei-EFT will use information provided by Merchant to originate its entries in the applicable Remote Check Deposit (Check 21 Plus) network or ACH. Merchant understands and agrees that Nuvei-EFT may reject Merchant's entries for any reason permitted in this ACH Agreement and/or if acceptance of such entry would cause Nuvei-EFT to potentially violate any federal, state or local law, rule statute, or regulation, including without limitation any Federal Reserve or other regulatory risk control program. At Merchant's written request, Nuvei-EFT will make reasonable efforts to reverse or delete an entry, but will under no circumstance be liable for the failure to comply with such request.
23. LIMITATION OF LIABILITY AND MERCHANT'S WAIVER OF DAMAGES.
    a) In addition to any limitation of liability appearing in any other provision of this Agreement, Nuvei-EFT shall not be liable for any of the following types of Loss, regardless of the form of action, whether in contract, tort (including negligence), strict product liability, or otherwise, even if such Loss were foreseeable and even if Nuvei-EFT has been advised of the possibility of such Loss: (1) any indirect, special, punitive, exemplary, incidental, or consequential Loss of any kind, (2) loss or interruption of use, business, profits, sales, bargain, contract, opportunity, goodwill or anticipated savings, or (3) loss or corruption of data or otherwise; and (ii) the maximum aggregate liability of Nuvei-EFT for any liability and any cause of action arising under or in connection with this Agreement, howsoever arising (including by way of negligence or any other theory of law), shall be limited to the fees paid by Merchant to Nuvei-EFT during the three (3) months immediately preceding the date on which the relevant cause of action arose. For greater certainty, any amounts paid by Nuvei-EFT pursuant to this Section shall reduce the liability limit applicable to such claim by such amounts for any period for which Nuvei-EFT may be required to pay Losses thereafter.
    b) Nuvei-EFT shall have no liability in relation to any of Merchant's dealings with any third-party person directly contracting with the Merchant (including any breach by a third-party person directly contracting with the Merchant or Merchant of any agreement between Merchant and a third-party person directly contracting with the Merchant) or any decision, action or omission of a regulatory authority including, without limitation, with respect to Settlements or availability of funds.
    c) Nuvei-EFT shall stand in the place of each of its affiliates with respect to any claims, actions or proceedings arising out of the Agreement in respect of the Services Merchant receives from Nuvei-EFT. Merchant acknowledges and agrees that its sole remedy, if any, for Nuvei-EFT's or any of its affiliates' failure to provide the Services as provided for in the Agreement shall be against Nuvei-EFT pursuant to the terms of the Agreement, and that Merchant hereby expressly waives any and all separate claims against any Nuvei-EFT affiliate performing any part of the Services. This waiver shall apply whether such claim arises out of contract or tort law, or whether such claim lies in equity or at law and regardless of whether either party knew or should have known of the likelihood of damages arising out of such a claim.
    d) Notwithstanding the provisions of this Section, nothing in this Agreement shall limit or exclude any other Loss which cannot by Applicable Law be limited or excluded.
    e) Third Parties. Merchant acknowledges and understands that certain components of the Nuvei-EFT services will rely on third parties (such as Nuvei-EFT's communication carrier or clearing houses, ISPs, banks, processing networks, money transfer systems, external data bases, etc.) and are subject to such third party's solvency, acts or omissions, performance, availability, service levels, availability of processed funds, and terms and conditions. Nuvei-EFT shall not be responsible for the acts and omissions of third parties.
24. FORCE MAJEURE. Nuvei-EFT shall not be responsible for delays, nonperformance, damages, lost profits or other Losses caused directly or indirectly by any Act of God, including, without limitation, fires, earthquakes, tornadoes, hurricanes, wars, labor disputes, communication failures, legal constraints, power outages, data transmission loss or failure, incorrect data transmission or any other event outside the direct control of Nuvei-EFT.
25. CONFIDENTIALITY. Each party acknowledges that all other materials and information disclosed to the other party ("Recipient") in connection with the performance of this ACH Agreement, including any trade secret, process, technique, algorithm, computer program (source and object

code), design, drawing, formula, business plan or test data relating to any research project, work in process, future development, engineering, marketing, servicing, financing, strategic partnership or personnel matter consist of confidential and proprietary data. Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this ACH Agreement. If the law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the disclosing party of the request. Thereafter the disclosing party may seek a protective order or waive the confidentiality requirements of this ACH Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the disclosing party which (a) is or becomes publicly known through no act or omission of the Recipient, (b) is received from any person or entity who, to the best of Recipient's knowledge, or Recipient's reason to know, has no duty of confidentiality to the disclosing party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the disclosing party's information. Merchant further warrants and agrees that it shall not sell, purchase, provide, or exchange checking account information in the form of sales drafts, mailing lists, tapes, or any other media obtained by reason of a transaction or otherwise, to any third party other than to Nuvei-EFT, Merchant's agents approved by Nuvei-EFT for the purpose of assisting Merchant in its business to Nuvei-EFT, the financial institution named on the check, or pursuant to lawful government demand without the account holder's explicit written consent. All media containing checking account numbers must be stored in an area limited to selected personnel until discarding and must be destroyed prior to or in connection with discarding in a manner that will render the data unreadable. Merchant will not disclose and will keep confidential the terms and conditions of this ACH Agreement.

26. INDEMNIFICATION. Merchant shall at its expense and upon demand indemnify, defend and hold harmless Nuvei-EFT and its affiliates and Nuvei-EFT and its affiliates' respective employees, officers and directors ("Nuvei-EFT Indemnified Parties") from Losses, which Nuvei-EFT suffers or incurs in relation to any Claim brought against Nuvei-EFT Indemnified Parties by a third party where such Claim is caused by Merchant or arises out of any breach of this Agreement by Merchant or as a result of, or in connection with Merchant's misrepresentation, breach or failure to comply with the Rules or applicable law or regulations and/or with respect to Merchant's websites, trademarks, products or services, and where relevant to Nuvei-EFT's use of the above, and including without limitation, in relation to actual or alleged infringement, misappropriation, or violation of any third-party intellectual property rights. "Claim" means, collectively, each action, cause of action, dispute, controversy, complaint, suit, litigation, proceeding, claim, demand or assessment, fine or similar charge whether arising in contract, tort or otherwise. "Losses" means, collectively, any liability of any kind, loss, claim, damage, interest, fine, penalty, fee, charge, cost and/or expense (including reasonable and properly incurred legal and other professional fees, costs and/or expenses). For further certainty, without limiting the foregoing, Merchant shall indemnify, defend and hold harmless the Nuvei-EFT Indemnified Parties from Losses suffered or incurred in connection with any dispute between Merchant and a customer regarding Merchant's acts or omissions, including any alleged or actual failure to process a transaction as requested by such customer or to provide data security.
27. SECURITY INTEREST. (a) This Agreement is a security agreement under the Uniform Commercial Code. Merchant grants to Nuvei-EFT a security interest in and lien upon: (i) the account designated by Merchant for settlement and all funds at any time in such account, whatever the source of such funds, (ii) the Charge-back and Return Reserve Account (as defined above) and all funds at any time in the Chargeback and Return Reserve Account, whatever the source of such funds, (iii) all Merchant's rights relating to this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement; and (iv) all Merchant deposit accounts now owned or hereafter acquired and the proceeds of all of the foregoing (collectively, the "Secured Assets"). Upon request of Nuvei-EFT, Merchant will execute one or more financing statements or other documents to evidence this security interest. Merchant authorizes Nuvei-EFT and appoints Nuvei-EFT its attorney in fact to sign its name to any financing statement used for the perfection of any security interest or lien granted in this Agreement. These security interests and liens will secure all of Merchant's obligations under this Agreement and any other agreements between Merchant and Nuvei-EFT including, but not limited to, Merchant's obligation to pay any amounts due to Nuvei-EFT. With respect to such security interests and liens, Nuvei-EFT will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. Nuvei-EFT may exercise its rights under this Agreement to collect any amounts due to Nuvei-EFT including, without limitation, rights of set-off and recoupment.
28. IRS REPORTING AND WITHHOLDINGS. Section 6050W of the Internal Revenue Code ("Code") requires payment providers and third party payment networks, such as Nuvei-EFT, to report payment settlement amounts to the Internal Revenue Service ("IRS") for each merchant processing through Nuvei-EFT. Merchant shall verify its identity by providing Nuvei-EFT with a Tax Identification Number ("TIN") such as a Social Security Number (SSN) or Employer Identification Number (EIN) for each Merchant Account. In the event Merchant fails to provide its TIN, Nuvei-EFT will place a restriction on Merchant's Account and may restrict the receipt of funds into Merchant's Account, or withhold a percentage of payments deposited into Merchant's Account in order to satisfy the backup withholding requirements of the IRS. Nuvei-EFT may charge up to $25.00 annually for associated administrative costs.
29. NON-WAIVER. Neither the failure nor any delay on the part of Nuvei-EFT to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof or give rise to an estoppel nor be construed as an agreement to modify the terms of this ACH Agreement, nor shall any single or partial exercise of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver by a party hereunder shall be effective unless it is in writing and signed by the party making such waiver, and then such waiver shall apply only to the extent specifically stated in such writing.
30. ASSIGNMENT. Merchant shall not assign or transfer any rights under this ACH Agreement unless and until it receives the prior written approval of Nuvei-EFT. Nuvei-EFT may freely assign this ACH Agreement, its rights, benefits and duties hereunder.
31. TERMINATION. This ACH Agreement shall continue indefinitely unless and until terminated by either party. Merchant may terminate this ACH Agreement after one (1) year and thereafter upon sixty (60) days written notice to Nuvei-EFT of termination and monthly minimum and subscription fees will continue in effect for this time. If either party terminates this agreement a fee as set forth in the Application will be assessed and electronically debited from Merchant's account. Nuvei-EFT shall have the right to suspend or terminate this ACH Agreement immediately and without notice to Merchant.
32. COUNTERPARTS. This ACH Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, such counterparts to constitute but one and the same instrument.

33. SCHEDULE OF FEES. Attached to this ACH Agreement and incorporated herein by reference is a Schedule of Fees, which contains the, as applicable, Discount Fee, Transaction Fees, Return Fee per returned item, Minimum Monthly Discount Fee, Subscription Fee, Batch Out Fee, Monthly Check 21 Access Fee, Termination Fee and other terms and conditions in effect on the commencement date of this ACH Agreement. Nuvei-EFT reserves the right at all times to unilaterally change all or part thereof, or any other terms of this ACH Agreement upon written notice to Merchant.
34. APPLICATION FEE. Any application fee paid to Nuvei-EFT is non-refundable whether or not Merchant and this ACH Agreement are accepted by Nuvei-EFT.
35. ENTIRE ACH AGREEMENT. This ACH Agreement, including the attached Schedules, together with the Account Agreement, is the complete and exclusive statement of the agreement between Nuvei-EFT and the Merchant with respect to the subject matter hereof and supersedes any prior agreement(s) between Nuvei-EFT and the Merchant with respect to the subject matter. In the event of any inconsistency between the terms of this ACH Agreement and the Account Agreement, the terms of this ACH Agreement shall govern. In the event the performance of the services provided herein in accordance with the terms of this ACH Agreement would result in a violation of any present or future statute, regulation or government policy to which Nuvei-EFT, the Originating Depository Financial Institution (ODFI) or Merchant is subject, and which governs or affects transactions contemplated by this ACH Agreement, then this ACH Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy and Nuvei-EFT, the ODFI and Merchant shall incur no liability as a result of such changes except as provided in the following paragraph.
36. AMENDMENTS. As stated in paragraph 35, Nuvei-EFT, the ODFI or Merchant may amend operations or processing procedures in order to conform to and comply with any changes in the ACH Rules or applicable Federal or State Regulations. The changes would be, without limitation, those relating to any cut-off time and the close of any business day. Such amendments to operations or procedures shall become effective upon receipt of written notice to the other party, as provided for herein, or upon such date as may be provided in the ACH Rules or applicable law or regulation referenced in the written notice, whichever is earlier in time. Use of the ACH or Remote Check Deposit (Check 21 Plus) services after any such changes shall constitute acceptance of the changes by the parties. Further, Nuvei-EFT may, from time to time, amend any provision of this ACH Agreement, including, without limitation, those relating to the fees and charges payable by Merchant by providing written notice to Merchant of the amendment, and the amendment shall become effective unless Nuvei-EFT receives Merchant’s notice of termination of this ACH Agreement within 7 days. Amendments due to changes in the ACH Rules or any law or judicial decision may become effective on such shorter period of time as Nuvei-EFT may specify if necessary to comply with the applicable Rule, law or decision. No other amendments or modifications to this ACH Agreement will be effective unless such changes are reduced to writing and are signed by the duly authorized party or parties to this ACH Agreement and such Amendments are incorporated into and made a part of this document.
37. BINDING ACH AGREEMENT; BENEFIT. This ACH Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This ACH Agreement is not for the benefit of any other person or entity and no other person or entity shall have any right against Nuvei-EFT.
38. ATTORNEYS’ FEES. If it becomes necessary for Nuvei-EFT to employ an attorney to enforce, interpret, mediate or arbitrate this ACH Agreement, or collect a debt from Merchant, Nuvei-EFT shall be entitled to recover its reasonable attorneys’ fees, costs, and disbursements related to such dispute from Merchant.
39. CHOICE OF LAW, VENUE & JURISDICTION. Notwithstanding any language to the contrary, all issues related to the electronic processing of checks and ACH Debits under the terms of this ACH Agreement shall be determined in accordance with the ACH Rules, Federal Trade Commission and Regulation E Rules, and laws of the United States of America and the State of Delaware as it applies to contracts. In the event of a conflict between the ACH Rules and applicable local, state or federal law, the ACH Rules shall prevail unless otherwise prohibited by law. To the extent that an issue arises which is not covered by the ACH Rules, this ACH Agreement shall be governed by and construed in accordance with Delaware law and it is expressly agreed that venue and jurisdiction for all such matters shall lie exclusively in Dover, Delaware. Merchant acknowledges that this ACH Agreement was formed in Delaware, upon its acceptance by Nuvei-EFT.
40. SEVERABILITY. If any provision of the ACH Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, by court decision, statute, or rule (or otherwise would go in if you wanted to include arbitration) such holding shall not affect any other provisions of this ACH Agreement. All other provisions or parts thereof shall remain in full force and effect and this ACH Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provision hereof.
41. HEADINGS. The headings in this ACH Agreement are used for referenced purposes only. They shall not be deemed as part of this ACH Agreement and shall not affect its interpretation.
42. EFFECTIVE DATE. This ACH Agreement shall be effective only upon acceptance by Nuvei-EFT.
43. AFFILIATES.
    a. Nuvei-EFT may satisfy its obligation to provide Services under the Agreement by causing one or more of its Affiliates that is reasonably capable of performing such services to provide part or all of the Services or by subcontracting any of such Services or any portion thereof to such Affiliates (each, a “Nuvei-EFT Affiliate”). “Affiliate” means with respect to any entity, another entity that directly or indirectly controls, is controlled by or is under common control with such entity. Nuvei-EFT hereby fully and unconditionally guarantees the due and punctual performance of any such Services, consistent with the terms of the Agreement, by any such Nuvei-EFT Affiliate.
    b. Merchant and Nuvei-EFT stipulate and agree that any Nuvei-EFT Affiliate performing any portion of the services shall be an intended third-party beneficiary of this Agreement and shall have the right to enforce the terms of this Agreement against Merchant as if it were a party hereto.
44. AGENT OF PAYEE. MERCHANT ACKNOWLEDGES AND AGREES THAT, FOR THE INITIAL TERM AND ANY RENEWAL TERM(S) OF THE AGREEMENT, NUVEI-EFT AND ANY NUVEI-EFT AFFILIATE PERFORMING SERVICES UNDER THE AGREEMENT ARE ACTING AS MERCHANT’S AUTHORIZED AGENTS FOR THE LIMITED PURPOSE OF PROCESSING PAYMENTS ON THE MERCHANT’S BEHALF TO FACILITATE THE PURCHASE OF PRODUCTS AND/OR SERVICES SOLD BY MERCHANT, AND MERCHANT APPOINTS NUVEI-EFT AND ANY APPLICABLE NUVEI-EFT AFFILIATE PERFORMING SERVICES PURSUANT TO THE AGREEMENT AS ITS AGENTS, AND EXPRESSLY AUTHORIZES NUVEI-EFT AND SUCH NUVEI-EFT AFFILIATES TO RECEIVE SUCH PROCEEDS ON MERCHANT’S BEHALF. A PAYMENT TO NUVEI-EFT OR ANY NUVEI-EFT AFFILIATE OF AN OBLIGATION OWED TO MERCHANT SHALL BE CONSIDERED PAYMENT TO MERCHANT, SATISFYING AND EXTINGUISHING THE PAYMENT OBLIGATION OF THE RELEVANT CONSUMER TO THE

MERCHANT (IN THE AMOUNT PAID BY SUCH CONSUMER) AS IF THE RELEVANT CONSUMER HAD PAID THE MERCHANT DIRECTLY. MERCHANT SHALL PROVIDE CUSTOMERS WITH A TRANSACTION RECEIPT EVIDENCING SUCH PAYMENT.

45. NOTICE. All notices and other communications required or permitted under this Agreement must be in writing and will be delivered immediately as provided in this Section. If to Nuvei-EFT, by overnight courier to, email or facsimile to: 1375 N. Scottsdale Rd, Suite 400, Scottsdale, AZ 85257. If to Merchant, by overnight courier or email to the address specified in the Application or via email to the contact listed on the Application. A written notice shall also be deemed sent by Nuvei-EFT and received by Merchant if the notification is given to Merchant: (i) through a platform used by Merchant to access its account(s); or (ii) by way of any periodic statement sent to Merchant, whether such statement is sent via a platform, electronically, by commercial courier, mail or email. Merchant consents to the written or electronic provision of all notices and other communications required or permitted to be given under this Agreement from Nuvei-EFT, including any notices and other communications required to be provided to Merchant under applicable law. Merchant will need a computer or mobile device, internet connectivity, and an updated browser to access any platform used by Merchant to access its account(s) and review the notices and other communications provided to Merchant.
46. SIGNATURE. Merchant represents and warrants that the person executing this Agreement is duly authorized to bind Merchant to all provisions of this Agreement, and that such person is authorized to execute any documents and to take any action on behalf of Merchant, which may be required by Nuvei-EFT now or in the future. Merchant and Nuvei-EFT expressly agree that (A) the electronic signature of this Agreement by either party is valid as an original signature of such party and is effective to bind such party to this Agreement; and (B) this Agreement, when signed electronically or manually, is to be deemed (i) to be "written" or "in writing"; (ii) to have been signed; and (iii) to constitute a record stablished and maintained in the ordinary course of business and an original written record when printed from electronic files. To the extent authorized or permitted by applicable law, such paper copies or "printouts", if introduced as evidence in any judicial proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form.
47. IN WITNESS WHEREOF the parties hereto have caused this ACH Agreement to be executed by their duly authorized officers.

POS Conversion Schedule

Merchant shall scan a check through a Nuvei-EFT approved POP MICR reader/check scanner to initiate electronic processing. Any Nuvei-EFT products and associated software specifically designed for such transactions will be utilized by Merchant when required by Nuvei-EFT, and such software will either be hosted and maintained by Nuvei-EFT, or alternatively, provided directly to Merchant for installation on Merchant equipment. In all cases where Nuvei-EFT hosts software for Merchant, the various terms and conditions referenced below regarding disclosure, transaction and processing requirements and all other requirements imposed by either regulatory agency, law, Nuvei-EFT, or otherwise shall have full force and effect.

a) CHECK COLLECTION. Merchant authorizes Nuvei-EFT to represent all return items forwarded to Nuvei-EFT and to originate an electronic entry for the amount of any allowable recovery fee. Merchant agrees to complete a return item authorization form and forward it to Merchant's bank. Nuvei-EFT shall have sixty (60) days from the date of receipt of a return check item to complete their electronic representment process. If this Agreement is terminated for any reason, Nuvei-EFT will retain the right to complete their electronic representment process for all return check items forwarded to Nuvei-EFT prior to said termination.

b) PROVISIONAL SETTLEMENTS. Merchant acknowledges that all settlements between Nuvei-EFT and Merchant are provisional and are subject to the customer's rights to dispute the charges against the customer's account. In submitting electronic checks to Nuvei-EFT, Merchant endorses and assigns to Nuvei-EFT all right, title and interest to such checks with rights of endorsement. Merchant acknowledges that Nuvei-EFT has the right to receive payment on all electronically processed checks acquired and Merchant will not attempt to collect on any such transactions. If any payment is tendered to Merchant, Merchant will notify Nuvei-EFT by telephone of the payment, endorse the check; sign it over to Nuvei-EFT and immediately mail the payment to Nuvei-EFT by certified mail. If customer pays cash, Merchant shall reimburse Nuvei-EFT by Merchant's check.

c) CHECK PROCESSING. Merchant shall submit all documentation related to the POS Guarantee Conversion guaranteed transactions to Nuvei-EFT within forty-eight hours of Nuvei-EFT's request.

d) REQUIREMENTS FOR PROCESSING ELECTRONIC CHECKS. Merchant shall comply with the following conditions when processing electronic checks and agrees to complete all transactions in accordance with the provisions of this Agreement and such rules of operation as may be established by Nuvei-EFT from time to time. Merchant shall accept only the following checks as source documents to initiate ACH debit entries through Nuvei-EFT; (a) All demand deposit account checks must be drawn on or payable through a federally insured depository financial institution; be machine-readable MICR-encoded with the bank routing number, account number and check serial number printed on the check, and be for an amount less than or equal to the approved check limit assigned by Nuvei-EFT. (b) Merchant shall obtain proper identification, in the form of a valid driver's license, from the customer so as to verify that the customer is authorized to negotiate the check before submitting the check to Nuvei-EFT for authorization. (c) Merchant shall obtain a customer authorization in the form of a signed sales receipt for each check transaction submitted for electronic processing; (d) Merchant shall scan each check through its POP MICR reader/check scanner to initiate electronic processing. Merchant shall use an electronic printer connected to a POP MICR reader/check scanner to generate and print all electronic check sales receipts; (e) All items, goods and services purchased in a single transaction shall be included in the total amount on a single sales receipt; (f) At the time Merchant initiates authorization with Nuvei-EFT, Merchant warrants that the person presenting the check has been properly identified and is legally authorized to present the check for payment. Once Nuvei-EFT authorizes the transaction, Merchant shall ensure that the customer that presented the check signs the receipt and legibly prints his/her correct full name and telephone number by hand. To be valid, Merchant shall ensure the following: 1. That the sales receipt contains the following correct information: (a) the customer's bank account number and the check number from the MICR data; (b) Merchant's correct name and business address; (c) the date of the transaction; (d) the total cash price of the sale (including all applicable state, federal or local surcharges and taxes) or the amount to be charged if a partial payment is made in cash or by credit card or the amount to be charged as the remaining balance owing after the deposit has been made. (e) After customer signs the receipt, Merchant shall deliver to the person presenting the check a true and completed copy of the sales receipt; (f) No check may be altered after Nuvei-EFT authorizes acceptance of the check. Merchant may not resubmit a check electronically or deposit it by any means, once Nuvei-EFT authorizes a transaction. 2. Merchant shall write the current phone number and driver's license number of the customer on the face of the check. Failure to comply with the above requirements will, in addition to other penalties (such as but not limited to loss of guarantee of ALL transactions), subject Merchant to chargebacks or withholding of funds and may be grounds for immediate suspension/termination of services and indemnification of Nuvei-EFT by Merchant pursuant to this Agreement. **YOU UNDERSTAND THAT IT IS A FEDERAL VIOLATION TO PROCESS DEBIT REQUESTS AGAINST A CONSUMER BANK ACCOUNT WITHOUT THE ELECTRONIC CHECK WRITER'S EXPRESSED AUTHORITY. YOU HEREBY ACKNOWLEDGE RECEIPT OF PROPER NOTICE THAT THE USE OF ANY COUNTERFEIT, FICTICIOUS, LOST, STOLEN, OR FRAUDULENTLY OBTAINED DEBIT INSTRUMENT TO UNLAWFULLY INITIATE A DEBIT TRANSACTION IS PUNISHABLE BY A MAXIMUM OF A $10,000 FINE PER INSTANCE UP TO A $500,000 MONTHLY FINE, IMPRISIONMENT FOR A TERM OF TEN YEARS, OR BOTH. IT IS SPECIFICALLY UNDERSTOOD BY YOU THAT ANY TRANSACTION EVENT INIATED AS AN UNAUTHORIZED MANUAL ENTRY OR DEPOSIT BY YOU AFTER YOU HAVE RECEIVED APPROVAL FOR ELECTRONIC DEPOSIT OF CHECK (S) OR IS INTENDED FOR ELECTRONIC DEPOSIT SHALL BE INTERPRETED AS AN UNLAWFUL DEBIT TRANSACTION PURSUANT TO THIS NOTICE. IN THE EVENT OF SUCH A VIOLATION, MERCHANT AGREES AND WARRANTS TO HOLD NUVEI-EFT AND ALL OF ITS ASSIGNS AND ASSOCIATES HARMLESS AND REIMBURSE NUVEI-EFT FOR THE TRANSACTION (S) WITHIN 24 HOURS OF SAID OCCURRENCE. IF MERCHANT REFUSES OR IS UNABLE TO REIMBURSE NUVEI-EFT FOR ANY SUCH OCCURRENCE, IT IS EXPRESSLY STATED AND UNDERSTOOD THAT THE MERCHANT IS IN DIRECT VIOLATION OF THIS AGREEMENT AND FEDERAL LAW, AND NUVEI-EFT WILL PURSUE ALL LEGAL, CIVIL, AND COLLECTION REMEDIES AS ARE POSSIBLE UNDER LAW AS REMEDY.**

e) CUSTOMER'S AUTHORIZATION INITIATES DEBIT ENTRY Merchant acknowledges that the customer's authorization allows Merchant to instruct Nuvei-EFT to initiate an ELECTRONIC CHECK DEBIT ENTRY ("ENTRY") for Merchant against customer. It further permits Nuvei-EFT to reinitiate an ENTRY where the original ENTRY is returned and to assess a collection fee against CUSTOMER**.** Any collection fees received by Nuvei-EFT in collecting returned checks shall be the sole property of Nuvei-EFT. Nuvei-EFT shall present the ENTRY no more than three times. Nuvei-EFT, for POS Conversion service shall be entitled to assess a transaction fee as set forth in the schedule against Merchant for each representment. If a check is returned unpaid after the third presentment, Nuvei-EFT shall be entitled to debit the Merchant's account for the amount of the check (POS Conversion).

f) RESTRICTIONS ON ACCEPTANCE OF CHECKS FOR ELECTRONIC PROCESSING. From time to time, Nuvei-EFT shall establish necessary security and identification procedures for presentment of checks for electronic processing pursuant to the Rules and applicable law. Merchant agrees to comply with such procedures and to accept such "properly presented" checks for electronic processing. Merchant shall not accept or attempt to process checks in excess of the maximum limitations established by Nuvei-EFT. In no event, will Nuvei-EFT accept a check greater than $2500 for processing without prior written authorization by Nuvei-EFT. Nuvei-EFT shall also establish the number of checks, which may be submitted on a daily basis by any customer for electronic processing. Merchant agrees to provide Nuvei-EFT with any and all information needed to establish such limitations. Merchant further agrees to inform Nuvei-EFT immediately of any changes in business activities, rules or regulations, which may affect these limitations. Merchant further agrees to abide by these limitations as a condition to Nuvei-EFT electronically processing any check. Merchant shall scan each check submitted for processing through no more than one POP MICR reader/check scanner. Merchant agrees that sales completed at one location cannot be processed through a MICR reader/check scanner at another location. In no event is Merchant allowed to process checks manually by keying in the MICR number.

g) UNACCEPTABLE TRANSACTIONS. In addition to the restrictions set out above and in any event, the following transactions are unacceptable for electronic processing, and Merchant agrees not to submit any of the following transactions to Nuvei-EFT for electronic processing: (a) Merchant shall not process any temporary checks or checks that do not have the customer's current name, address and phone number preprinted on its face, (b) Merchant shall not electronically process any checks drawn on any depository institution that is not federally insured or part of the ACH network, (c) Merchant shall not electronically process any checks drawn on the personal checking account of Merchant or any of its agents or employees, (d) Merchant shall not accept any third party items for electronic processing or checks made payable to "cash" or "bearer", (e) Merchant shall not accept a traveler's check, money order, payroll check, counter check or sight draft, (f) Merchant shall not submit for processing any transaction representing the financing of an existing obligation whether previously owed to Merchant, arising from the dishonor of a check or arising from a credit card, debit card or smart card dispute with the Merchant, (g) Merchant shall not submit a transaction for processing which represents an attempt to collect a chargeback, (h) Merchant shall not submit a check written for goods or services that are not concurrently provided to the customer, including any check given for a service contract, gift certificate, a layaway (except for the final payment) or for a similar transaction, or for goods or services provided to a third party, (i) Merchant shall not submit a check which contains erasures, or which is altered, unless the alteration is initialed by the customer at time of presentation, (j) Merchant shall not knowingly submit a check on an account which Nuvei-EFT previously denied authorization. Merchant's submission of any of the above transactions for electronic processing may subject the Merchant to immediate suspension or termination, and all funds of Merchant, including those in Merchant's account, may be placed on hold. This will also remove Nuvei-EFT POS Guarantee Conversion coverage from ALL checks.

h) EQUIPMENT. Merchant shall furnish each outlet, retail location, or business entity with a POP MICR reader/check scanner electronic printer. Nuvei-EFT shall assign each Merchant's POP MICR reader/check scanner an identification number. Merchant is responsible for all telecommunication fees and charges, including but not limited to telephone fees, associated with and related to the use of the POP MICR reader/check scanners. Merchant shall maintain all equipment related to electronic check processing in good working order at Merchant's expense. Merchant shall advise Nuvei-EFT immediately in the event of a breakdown of a POP MICR reader/check scanner, electronic printer, or check reader or of any other system failure. Merchant acknowledges that Nuvei-EFT is not responsible for any POP MICR reader/check scanner or related equipment problems unless required fees are current. Merchant acknowledges that Nuvei-EFT will replace any reader/ check scanner within 24 hours of notification of any Merchant in good standing provided they are current with monthly fees including their $5.00 monthly reader/check scanner replacement fee. Replacement of equipment will be subject to written notification from Merchant to Nuvei-EFT and Nuvei-EFT's approval of request. Moreover, Nuvei-EFT's approval of such equipment does not constitute nor express an implied warranty, representation or endorsement of such equipment.

i) VIRTUAL TERMINAL. If Merchant has marked the Virtual Terminal option box on the application form of this Agreement then Merchant wishes to use the Nuvei-EFT Virtual Terminal in place of a traditional point of sale terminal. Nuvei-EFT's Virtual Terminal performs the basic functions of a traditional point of sale terminal, as it pertains to check processing, including verification services, check processing, and transaction voids. **NOTE:** ACH Conversion Services requires the use of a Nuvei-EFT compatible Check Imager or Check Reader connected to the PCMerchant may utilize a compatible 3.5 inch printer or standard PC printer to print receipts. The Nuvei-EFT Virtual Terminal requires a Windows Operating System. Merchant is responsible for all telecommunication fees and charges, including but not limited to telephone fees associated with and related to the use of the Nuvei-EFT Virtual Terminal Software.

j) DAILY SETTLEMENT OF TRANSACTIONS. Merchant agrees to "batch out" each POP MICR reader/check scanner used on a daily basis. "Batch out" shall mean that Merchant totals and settles all of the transactions on each POP MICR reader/check scanner used by midnight (12:00 am) of the day Nuvei-EFT authorizes the sale and transmits the information contained in the batch out to Nuvei-EFT. In addition, any transactions contained in an untimely batch out may be refused or become subject to chargeback or held until after a sixty-day period for consumer chargebacks by Nuvei-EFT. If Merchant account is POS Guarantee Conversion then checks contained in an untimely batch out are not covered under the POS Guarantee Conversion program. If so requested by Nuvei-EFT, the signed Electronic Check Authorization receipt must be sent out and received at Nuvei-EFT's designated location within 48 hours from the request date. Failure to do so will remove Nuvei-EFT's obligations under the Nuvei-EFT POS Guarantee Conversion program for such checks at Nuvei-EFT's sole discretion. Merchant acknowledges that failure to batch out on a timely basis may be grounds for suspension or termination at Nuvei-EFT's sole discretion. **Merchant acknowledges that failure to batch out will delay funds being deposited and loss of guarantee coverage on those checks and Nuvei-EFT may apply a $25.00 fee for each terminal daily on which Merchant fails to transmit a timely batch out.**

k) AUTHORIZATION RETRIEVAL REQUESTS. Whereby a financial institution, regulatory or law enforcement agency, or similar authority has demanded from Nuvei-EFT proof of valid consumer authorization, in accordance with ACH Rules, Merchant shall provide said proof of authorization to Nuvei-EFT within (2) business days. In the event that Merchant cannot provide the appropriate consumer authorization, and Nuvei-EFT suffers a penalty enforced by NACHA, Nuvei-EFT shall have the right to offset such penalty and charge Merchant a minimum of $1000 per instance and up to a $100,000 per month until the problem is resolved.

l) ADDITIONAL Merchant WARRANTIES**.** With each transaction presented to Nuvei-EFT by Merchant for authorization, Merchant specifically warrants and represents that: (a) Merchant warrants that ALL types of its business are clearly and precisely stated on this application; (b) the percentage of mail order sales listed by Merchant for each location is consistent with the information provided in the application; (c) Merchant, nor any of its employees have submitted checks drawn from their personal checking accounts on the Merchant's MICR reader/check scanner; (d) Merchant uses only the name and address shown on the front of the Agreement on all its sales drafts; (e) Merchant has not submitted duplicates of any transaction; (f) Merchant warrants that check banking information on the printed receipt is correct; and (g) no transaction submitted for authorization to Nuvei-EFT is with or through an entity other than Merchant; Merchant further acknowledges that if for any reason funds are credited to Merchant in excess of the amount that Merchant is entitled to receive under this Agreement, Merchant shall return all such excess funds to Nuvei-EFT upon demand by Nuvei-EFT. Such excess funds may be collected by Nuvei-EFT by a debit to Merchant's designated account initiated by Nuvei-EFT as provided in this Agreement. If for any reason such account does not have sufficient funds, then Merchant shall promptly remit the excess funds to Nuvei-EFT. Until the return of such funds to Nuvei-EFT, Merchant acknowledges that it shall hold all such funds in trust for the benefit of Nuvei-EFT.

m) CHECKS FOR WHICH Merchant WILL NOT BE REIMBURSED UNDER Nuvei-EFT POS GUARANTEE CONVERSION. In addition to the provisions set forth in this Agreement and notwithstanding any other provisions to the contrary, Nuvei-EFT shall have no obligation to reimburse Merchant for checks that are: (a) Not honored by the customer's financial institution because of the customer's instructions to "stop payment" on the check; (b) Fraudulent, whether Merchant, its employees or agents are involved, either as a principal or as an accessory, in the issuance; (c) Accepted by Merchant or its employees with advance knowledge of the likelihood of its being dishonored even though authorized by Nuvei-EFT; (d) Lost, stolen, altered or counterfeit, and Nuvei-EFT has reason to believe that Merchant failed to use reasonable care in verifying the customer's identity; (e) Given as a substitute for a previously accepted check, whether or not the previous check was authorized by Merchant or, any check upon which Merchant has accepted full or partial payment; (f) One of multiple checks presented to Merchant in a single transaction for electronic processing; (g) For goods, if the goods are subsequently returned by customer or repossessed by Merchant or lien holder, within 65 days of date of purchase; (h) Not honored by the customer's financial institution because of the failure of, the closing of, or government-imposed restrictions on withdrawals from the financial institution; (i) Checks for which Merchant returns cash back to the customer, unless Merchant is approved in writing by Nuvei-EFT for such cash back; (j) Checks for which Nuvei-EFT previously denied authorization; (k) Not in compliance with this agreement and not processed in accordance with the check processing provisions of this Agreement; (l) Incorrect MICR data scans or reads; (m) unable to locate account or invalid account number returns. In addition, before processing the check and as a condition to honoring the check, Merchant shall obtain sufficient personal information to locate the person presenting the check, including but not limited to a current home or business telephone number including area code, a current home address consisting of a street or rural route address, not a post office box, and the customer's valid, unexpired driver's license number or non-driver identification number together with the state of issuance. Merchant shall ensure that this identifying information is legibly printed on the check; (n) Checks must have a current phone number of customer imprinted or written on them; (o) Checks must have driver's license written on them.

n) STOP PAYMENT COVERAGE: Nuvei-EFT agrees to waive section 13 (a) of this Schedule and to guarantee Stop Payment instruments up to the limit which was approved by Nuvei-EFT's underwriting department at the time of acceptance, provided that Merchant shall have performed all of its obligations related to the issuance of said qualified instrument. At Nuvei-EFT's request, Merchant shall provide written information regarding any claim for reimbursement of a Stop Payment instrument. Stop Payment Coverage must be indicated (checked box) by Merchant upon the initial acceptance by Nuvei-EFT and must be approved and accepted by Nuvei-EFT in addition to this agreement. Stop Payment Coverage does not cover business account checks, only personal accounts. Merchant is required to have a check imager to qualify for stop payment coverage. In addition, stop payment claims require a copy of the invoice/work order, and an image of the check along with written information regarding any claims for reimbursement. Service or product must have been delivered to check writer. The Stop Payment Coverage is only applicable on eligible ACH items. Stop payments will automatically be debited from Merchant's account until the claim is investigated by Nuvei-EFT. The accepted claims will be paid within 30 days. STOP PAYMENT COVERAGE IS DESIGNED FOR THE FOLLOWING TYPES OF MERCHANTS: Auto Repair, Paint and Body Repair, Boat Repair, Motorcycle Repair, Motor-Home Repair, Transmission Repair, Auto Glass Install/Repair.

ACH Debit/Credit Schedule

With respect to ACH Debit, the ACH Agreement and this Schedule are only applicable to processing Virtual Terminal or ACH file based transactions utilizing the end-customer's Checking account data. Nuvei-EFT's product and associated software specifically designed for such transactions will be utilized by Merchant, and such software will either be hosted and maintained by Nuvei-EFT on Nuvei-EFT equipment, or alternatively, provided directly to Merchant for installation on Merchant equipment. In all cases where Nuvei-EFT hosts the software for Merchant, the various terms and conditions referenced below regarding disclosure, transaction and processing requirements, and all other requirements imposed by either regulatory agency, law, Nuvei-EFT, or otherwise shall have full force and effect, however, in instances where the Nuvei-EFT hosted software already complies with Merchant requirements, the Merchant shall be relieved of certain of these responsibilities. Merchant agrees not to change, modify, or alter such software or product in any way. Upon Merchant's request and Nuvei-EFT's approval, ACH Debit/Credit guarantee services (hereinafter referred to as "Guarantee" service) will also be provided pursuant to provisions below. If Merchant has not requested Guarantee service, or if Nuvei-EFT has not accepted the Application for Guarantee service, Nuvei-EFT will not be liable in any way for any returned ACH Debits/Credits of Merchant or its customers, for any reason.

1. ACH DEBIT PROCESSING. Nuvei-EFT shall not be responsible for the payment of any ACH Debits/Credits of Merchant that Nuvei-EFT has not received for processing from Merchant within twenty-four hours of the initial transaction date of said ACH Debit(s). Merchant shall be required to submit all documentation related to the transactions to Nuvei-EFT at Nuvei-EFT's request. Merchant shall make its books and records available to Nuvei-EFT.
2. REQUIREMENTS FOR PROCESSING ACH DEBITS. Merchant shall comply with the following conditions when processing ACH Debits/Credits and agrees to complete all transactions in accordance with the provisions of this ACH Agreement and such rules of operation as may be established by Nuvei-EFT from time to time. Merchant shall accept only the following ACH Debits/Credits as source documents to initiate ACH debit entries through Nuvei-EFT; (a) All demand deposit account ACH Debits/Credits must be drawn on or payable through a federally insured depository financial institution; be based on checking accounts where checks were issued with machine-readable with the bank routing number, account number and check serial number printed on the check, and be for an amount less the check limit assigned by Nuvei-EFT. (b) Customer shall authorize by signature written agreement containing ACH Debit/Credit amount and day of month to be debited from customer's account. (c) All items, goods and services purchased in a single transaction shall be included in the total amount on a form of proof of purchase; (d) To be eligible for guarantee coverage, if guarantee service was selected by Merchant and approved by Nuvei-EFT, Merchant shall have customer provided on the signed written payment agreement sufficient information to verify and locate customer, including address, telephone number, driver's license number, and last four digits of customer's social security number or year of birth. (e) Once Nuvei-EFT authorizes the transaction, Merchant shall ensure that the proof of purchase contains the following correct information: (a) the customer's bank routing and account number from the MICR data; (b) Merchant's correct name and business address; (c) the date of the transaction; (d) the total cash price of the sale (including all applicable state, federal or local surcharges and taxes. (e) After customer electronically accepts the receipt, Merchant shall deliver to the person presenting the ACH Debit/Credit a true and completed copy of the proof of purchase with the goods and services purchased and provide the consumer with a phone number for inquiries and method by which customer's authorization may be revoked; (f) Merchant's failure to input the correct routing number or account number into the Virtual Terminal will result in Merchant's loss of guarantee for the ACH Debit. (g) No ACH Debit/Credit may be altered after Nuvei-EFT authorizes acceptance of the ACH Debit. Merchant may not resubmit an electronic check or ACH Debit/Credit electronically or deposit it by any means once Nuvei-EFT authorizes a transaction. Failure to comply with the above requirements will, in addition to other penalties (such as but not limited to loss of guarantee on all ACH Debits/Credits), subject Merchant to chargebacks and may be grounds for immediate suspension/termination of services and indemnification of Nuvei-EFT by Merchant pursuant to this ACH Agreement. YOU UNDERSTAND THAT IT IS A FEDERAL VIOLATION TO PROCESS DEBIT REQUESTS AGAINST A CONSUMER BANK ACCOUNT WITHOUT THE CUSTOMERS EXPRESSED AUTHORITY. YOU HEREBY ACKNOWLEDGE RECEIPT OF PROPER NOTICE THAT THE USE OF ANY COUNTERFEIT, FICTITIOUS, LOST, STOLEN, OR FRAUDULENTLY OBTAINED DEBIT INSTRUMENT OR DEVICE TO UNLAWFULLY INITIATE A DEBIT TRANSACTION IS PUNISHABLE BY A MAXIMUM OF $10,000.00 FINE PER INSTANCE UP TO A $500,000 MONTHLY FINE, IMPRISONMENT FOR A TERM OF TEN YEARS, OR BOTH.
3. CUSTOMER's AUTHORIZATION INITIATES DEBIT ENTRY. Merchant acknowledges that the customer's authorization allows Merchant to instruct Nuvei-EFT to initiate an ACH DEBIT ENTRY ("ENTRY") for Merchant against customer. It further permits Nuvei-EFT to reinitiate an ENTRY where the original ENTRY is returned and to assess a collection fee against CUSTOMER. All such collection fees shall be the sole property of Nuvei-EFT. Nuvei-EFT shall be entitled to multiple re-presentments and to assess a transaction fee as set forth in the schedule against Merchant for each re-presentment. If an ACH Debit/Credit is returned unpaid after each re-presentment, Nuvei-EFT shall be entitled to debit the Merchant's account for the amount of the ACH Debit.
4. RESTRICTIONS ON ACCEPTANCE OF ACH DEBITS FOR ELECTRONIC PROCESSING. From time to time, Nuvei-EFT shall establish necessary security and identification procedures for presentment of checks or debits for electronic processing pursuant to the ACH Rules and applicable law. Merchant agrees to comply with such procedures and to accept such "properly presented" checks or debits for electronic processing. Nuvei-EFT shall establish minimum and maximum amount limitations on ACH Debits/Credits presented for electronic processing by Merchant. Merchant shall not accept or attempt to process ACH Debits/Credits below the minimum or in excess of the maximum limitations established by Nuvei-EFT. In no event will Nuvei-EFT accept an ACH Debit/Credit greater than $5000 for processing without prior written authorization by Nuvei-EFT. Nuvei-EFT shall also establish the number of ACH Debits/Credits that may be submitted on a daily basis by any customer for electronic processing. Merchant agrees to provide Nuvei-EFT with any and all information needed to establish such limitations. Merchant further agrees to inform Nuvei-EFT immediately of any changes in business activities, rules or regulations, which may affect these limitations. Merchant further agrees to abide by these limitations as a condition to Nuvei-EFT electronically processing any ACH Debit. For an ACH Debit/Credit transaction to be valid, customer must initiate the transaction and complete the ACH Debit/Credit Payment Agreement.
5. UNACCEPTABLE TRANSACTIONS. In addition to the restrictions set out above and in any event, the following transactions are unacceptable for electronic processing. Merchant agrees not to submit any of the following transactions to Nuvei-EFT for electronic processing; (a) Merchant

shall not electronically process any ACH Debit/Credit drawn on any depository institution that is not federally insured or part of the ACH network, (b) Merchant shall not electronically process any ACH Debit/Credit drawn on the personal checking account of Merchant or any of its agents or employees, (c) Merchant shall not accept any third party items for electronic processing or ACH Debit/Credit made payable where the purpose is for the customer to receive cash or cash back, (d) Merchant shall not submit for processing any transaction representing the financing of an existing obligation whether previously owed to Merchant, arising from the dishonor of an ACH Debit, electronic check or arising from a credit card, debit card or smart card dispute with the Merchant, (e) Merchant shall not submit a transaction for processing which represents an attempt to collect a chargeback, (f) Merchant shall not submit an ACH Debit/Credit written for goods or services that are not concurrently provided to the customer, including any ACH Debit/Credit given for gift certificate, a layaway (except for the final payment) or for a similar transaction, or for goods or services provided to a third party, (g) Merchant shall not submit an ACH Debit/Credit which is altered by the Merchant in any way (h) Merchant shall not knowingly submit an ACH Debit/Credit on an account on which Nuvei-EFT previously denied authorization. Merchant's submission of any of the above transactions for electronic processing may subject the Merchant to immediate suspension or termination and all funds of Merchant, including those in Merchant's account, may be placed on hold.

6. SOFTWARE. Merchant shall utilize ACH Debit/Credit software provided by Nuvei-EFT for processing all ACH Debit/Credit transactions.
(a) Merchant is responsible for all telecommunication fees and charges, including but not limited to telephone fees, associated with and related to the use of the software.
(b) Merchant shall maintain all equipment necessarily related to ACH Debit/Credit processing, including necessary file servers, computer and telecommunications equipment in good working order at Merchant's sole expense.
(c) Merchant shall advise Nuvei-EFT immediately in the event of breakdown of related equipment, ACH Debit/Credit software problems or of any other system failure.
(d) Merchant acknowledges that Nuvei-EFT is not responsible for any related computer and telecommunications equipment used by the Merchant. In this regard, Nuvei-EFT shall not be responsible for any unauthorized tampering or altering to equipment and software specifically installed by Nuvei-EFT on the part the Merchant or Merchant's agent. Additionally, Nuvei-EFT's approval of such equipment does not constitute an express or implied warranty, representation or endorsement of such equipment.
7. VIRTUAL TERMINAL. The Nuvei-EFT Virtual Terminal requires a Windows Operating System. Merchant is responsible for all telecommunication fees and charges, including but not limited to telephone fees associated with and related to the use of the Nuvei-EFT Virtual Terminal Software.
8. DAILY SETTLEMENT OF TRANSACTIONS. Merchant agrees that a batchfile shall consist of all transactions submitted by 12:00 P.M. (CST) each calendar day. Merchant acknowledges that a request to not process a batchfile could result in a $50.00 fee per day that those transactions are not processed for ACH submittal by Nuvei-EFT. Merchant acknowledges that it is customary for Nuvei-EFT to hold in reserve from Merchant an amount equal to three times the daily average of returns. Nuvei-EFT reserves the right to hold additional monies as necessary to reduce any risk associated with daily processing of ACH Debits/Credits. Nuvei-EFT also reserves the right to move monies into an account of its choosing to hold it against returns to those monies and providing to the Merchant a net deposit after a period of time acceptable to Nuvei-EFT. Merchant acknowledges that failure to submit batchfiles for processing will delay funds being deposited. If so requested by Nuvei-EFT, the signed Recurring or One-Time Debit/Credit Payment Plan Authorization Form must be sent out and received at Nuvei-EFT's designated location within 48 hours from the request date. Failure to do so will remove Nuvei-EFT's obligations under the Guarantee program for such ACH Debits/Credits at Nuvei-EFT's sole discretion.
9. AUTHORIZATION RETRIEVAL REQUESTS. Whereby a financial institution, regulatory or law enforcement agency, or similar authority has demanded from Nuvei-EFT proof of valid consumer authorization, in accordance with ACH Rules, Merchant shall provide said proof of authorization to Nuvei-EFT within (2) business days. In the event that Merchant cannot provide the appropriate consumer authorization, and Nuvei-EFT suffers a penalty enforced by NACHA, Nuvei-EFT shall have the right to offset such penalty and charge Merchant a minimum of $1000 per instance and up to a $100,000 per month until the problem is resolved.
10. ADDITIONAL MERCHANT WARRANTIES**.** With each transaction presented to Nuvei-EFT by Merchant for authorization, Merchant specifically warrants and represents that: (a) Merchant, nor any of its employees have submitted ACH Debits/Credits drawn from their personal ACH Debiting accounts on the Merchant's ACH Debit/Credit software; (b) Merchant uses only the name and address shown on the front of the ACH Agreement on all its sales drafts; (c) Merchant has not submitted duplicates of any transaction; (d) Merchant warrants that ACH Debit/Credit banking information on the printed receipt is correct; and (e) no transaction submitted for authorization to Nuvei-EFT is with or through an entity other than Merchant.
11. ACH DEBITS FOR WHICH MERCHANT WILL NOT BE FUNDED ON UNDER ACH DEBIT GUARANTEE. In addition to the provisions set forth in this ACH Agreement and notwithstanding any other provisions to the contrary, Nuvei-EFT shall have no obligation to reimburse Merchant for ACH Debits/Credits that are: (a) Not honored by the customer's financial institution because of the customer's instructions to "stop payment" on the ACH Debit; (b) Fraudulent, whether Merchant, its employees or agents are involved, either as principal or as an accessory, in the issuance; (c) Accepted by Merchant or its employees with advance knowledge of the likelihood of its being dishonored even though authorized by Nuvei-EFT; (d) Lost, stolen, altered or counterfeit, and Nuvei-EFT has reason to believe that Merchant failed to use reasonable care in verifying the customer's identity; (e) Given as a substitute for a previously accepted ACH Debit/Credit or ACH Debit, whether or not the previous Electronic check or ACH Debit/Credit was authorized by Merchant or, any ACH Debit/Credit upon which Merchant has accepted full or partial payment; (f) One of multiple electronic checks or ACH Debits/Credits presented to Merchant in a single transaction for electronic processing; (g) For goods, if the goods are subsequently returned by customer or repossessed by Merchant or lien holder, within 65 days of date of purchase; (h) Not honored by the customer's financial institution because of the failure of, the closing of, or government-imposed restrictions on withdrawals from the financial institution; (i) ACH Debits/Credits for which Merchant returns cash back to the customer, unless Merchant is approved in writing by Nuvei-EFT for such cash-back transactions; (j) ACH Debits/Credits for which Nuvei-EFT previously denied authorization; (k) ACH Debits/Credits not in compliance with this agreement and not processed in accordance with the ACH Debit/Credit processing provisions of this ACH Agreement. (l) Incorrect Routing and Account Number data entry; (m) unable to locate account or invalid account number returns or unauthorized corporate account returns. In addition, before processing the ACH Debit/Credit and as a condition to honoring the ACH Debit, Merchant shall obtain sufficient personal information to locate the person presenting the ACH Debit/Credit including but not limited to a current home or business telephone number including area code, a current home address consisting of a street or rural route address, not a

post office box, and the customer's valid, unexpired driver's license number or non-driver identification number together with the state of issuance, and the last four digits of customer's social security number or year of birth in YYYY format. Merchant shall ensure that this identifying information is legibly printed on the ACH Debit/Credit Payment Agreement form; (n) ACH Debit/Credit Payment Agreement form must contain a current phone number of customer; (o) ACH Debit/Credit Payment Agreement form must contain the customer's drivers license number; (p) Nuvei-EFT must receive the completed ACH Debit/Credit Payment Agreement form within 48 hours of Nuvei-EFT's request; (o) Merchant's failure to input into the Virtual Terminal the correct routing number and/or account number will result in Merchant's loss of guarantee.

12. CREDIT ENTRIES.

a) Prior to initiating an ACH credit entry to any third-party payee, Merchant will first conduct a due diligence review on such payee. Merchant shall be responsible for maintaining appropriate procedures and processes for conducting periodic due diligence reviews on payees to ensure compliance with the terms of the Agreement, law and the Rules. Merchant will provide to Nuvei-EFT any information reasonably requested regarding payees and the ACH credit entries processed pursuant to the Agreement, including but not limited to information related to Bank Secrecy Act / Anti-Money Laundering and OFAC compliance, transaction monitoring data, and due diligence information.

b) Merchant acknowledges and agrees that ACH credit entries operate on a "good funds" model. As between the Parties, Merchant shall be solely responsible and liable for the funding of all ACH credit entries, returns, and all errors in connection with ACH credit entries resulting from incomplete and/or inaccurate data submitted by Merchant or any payees.

i) Nuvei-EFT shall not have any obligation to fund ACH credit entries unless and until Merchant's funding of the ACH credit entry is cleared and settled, which Merchant acknowledges may impact the effective entry date of the ACH credit entry.

ii) As between the Parties, MERCHANT is solely responsible for ensuring that accurate information is provided in connection with an ACH credit entry.

iii) Merchant is solely responsible for properly transmitting the payment data to Nuvei-EFT's systems using the format and specifications provided by Nuvei-EFT.

iv) Nuvei-EFT is not responsible for reversing any ACH credit entry, but will use good faith efforts to do so upon Merchant's request. Merchant acknowledges that once transmitted, it may not be possible to reverse an ACH credit entry and that Merchant may need to rely on mechanisms outside of the ACH Network to recover any funds credited to a third party in error.

13. REGULATED ACTIVITIES. This section governs the provision to Merchant of payment processing services for Regulated Activities (defined below) (the "Regulated Services") as supplemental services to the other Services provided under this Schedule and the Agreement. "Regulated Activities" shall mean any money transmission services as defined in the Bank Secrecy Act, 31 USC Section 1010.100 (ff)(5), or that are otherwise regulated under state law. Merchant and Nuvei-EFT stipulate and agree that Nuvei US LLC, which is a Nuvei-EFT Affiliate and a FinCEN registered money service business and licensed money transmitter, is reasonably capable of, and will be responsible for performing, any Regulated Services that form part of the Services provided under the Agreement.

Check 21+ Remote Check Deposit Schedule

1. REMOTE CHECK DEPOSIT (CHECK 21 Plus) with Guarantee. If Merchant has marked the REMOTE CHECK DEPOSIT (CHECK 21 Plus) with Guarantee box on the application form of this Agreement then Merchant wishes Nuvei-EFT also to provide check guarantee and collection services to Merchant. If Merchant has not marked the appropriate box, Merchant has engaged Nuvei-EFT to provide for each check: verification and Remote Check Deposit service without any guarantee. As of the date of this Agreement and by subscribing to REMOTE CHECK DEPOSIT (CHECK 21 Plus) with Guarantee, Merchant shall be deemed to have assigned to Nuvei-EFT, without recourse, all of Merchant's right, title and interest in any and all checks, including any rights to treble or punitive damages permitted under applicable law. Merchant shall execute and deliver endorsements, instruments, papers, and shall do whatever is necessary under the laws of any applicable jurisdictions to secure and defend Nuvei-EFT's rights and shall do nothing to prejudice those rights. Merchant shall cooperate with Nuvei-EFT in pursuing Nuvei-EFT's rights, including suing or prosecution of the customer under all applicable laws.
2. REMOTE CHECK DEPOSIT (CHECK 21 Plus)-REMOTE (Consumer Not Present Transactions). If Merchant has marked the Remote Check Deposit (Check 21 Plus) Remote with or without Guarantee box on the application form of this Agreement and Nuvei-EFT approves such Agreement, then Nuvei-EFT agrees to waive certain requirements for processing as stated in sections 5, 15, and 16 of this Schedule. In exchange for such waiver and higher risk of said transactions, Nuvei-EFT will charge a higher discount rate for the Consumer Not Present Transaction Program (see schedule.) Nuvei-EFT reserves the right to remove Guarantee coverage on any check transaction in such cases where there is not sufficient information on the check face to contact or locate the customer for collection efforts in the event the check is returned by the customer's bank. At a minimum, the check account number must be verified and approved by our front end host and all checks must be preprinted with the check writer's information, contain at least one phone number, and must not be a starter check. Failure to comply with the minimum standards as explained in this section may result in Merchant's loss of guarantee.
3. CHECK COLLECTION. Merchant authorizes Nuvei-EFT to represent all items that are returned to Nuvei-EFT and to originate an electronic entry for the amount of any allowable recovery fee. Nuvei-EFT shall have sixty (60) days from the date of a return check to complete the representment process. If this Agreement is terminated for any reason, Nuvei-EFT will retain the right to complete the representment process for all return check items prior to said termination. Any collection fees received by Nuvei-EFT in collecting returned checks shall be the sole property of Nuvei-EFT. Nuvei-EFT shall present the ENTRY no more than two times. Nuvei-EFT, for non- guarantee service, shall be entitled to assess a transaction fee (as set forth in the schedule of fees) from Merchant for each representment. If a check is returned unpaid after the second presentment, Nuvei-EFT shall be entitled to debit the Merchant's account or offset such return amount from the next scheduled merchant settlement for the amount of the check (non-guarantee service only).
4. CHECK PROCESSING. Merchant shall submit all documentation related to the guaranteed transactions to Nuvei-EFT within forty-eight hours of Nuvei-EFT's request, including but not limited to sales receipts, invoices, or other documentation related to the transaction.
5. REQUIREMENTS FOR PROCESSING REMOTE CHECK DEPOSIT (CHECK 21 Plus). Merchant shall comply with the following conditions when accepting checks for Remote Check Deposit (Check 21 Plus) and agrees to complete all transactions in accordance with the provisions of this Agreement and such rules of operation as may be established and/or revised by Nuvei-EFT from time to time. Merchant shall accept only the following checks as source documents to initiate Remote Check Deposit entries through Nuvei-EFT; (a) All instruments must be drawn on or payable through a federally insured depository financial institution; be machine-readable MICR-encoded with the bank routing number, account number and check serial number printed on the check, and be for an amount less than or equal to the approved check limit assigned by Nuvei-EFT. (b) Merchant shall obtain proper identification, in the form of a valid driver's license, from the customer so as to verify that the customer is authorized to negotiate the check before submitting the check to Nuvei-EFT for authorization. (c) Merchant shall scan each check through a Nuvei-EFT approved imaging device and/or an approved software vehicle to initiate Remote Check Deposit (Check 21 Plus) processing. (d) All items, goods and services purchased in a single transaction shall be included in the total amount on a single sales receipt; (e) At the time Merchant initiates authorization with Nuvei-EFT, Merchant warrants that the person presenting the check has been properly identified and is legally authorized to present the check for payment. (f) Once Nuvei-EFT authorizes the transaction, Merchant shall retain and store the check in a secure location for a minimum period of ninety (90) days. Refer to "Check Retention" and "Image Requirements" below. (g) Merchant shall deliver to the person presenting the check a true and completed copy of the sales receipt. (h) No check may be altered after Nuvei-EFT authorizes acceptance of the check. Once Nuvei-EFT authorizes a transaction, Merchant may not resubmit a check electronically or deposit it by any means, unless instructed by Nuvei-EFT to do so in such case where the image quality does not meet the required standards to process the check via Remote Check Deposit. In addition, Merchant shall write the current phone number and driver's license number of the customer on the face of the check prior to scanning the check through the check reader. Failure to comply with the above minimum requirements will result in loss of guarantee (if Remote Check Deposit (Check 21 Plus) with Guarantee Service is selected on application) on ALL transactions, subject Merchant to chargebacks or withholding of funds, and may be grounds for immediate suspension/termination of services and indemnification of Nuvei-EFT by Merchant pursuant to this Agreement.
6. UNACCEPTABLE TRANSACTIONS. In addition to the restrictions set out above and in any event, the following transactions are unacceptable for electronic Remote Check Deposit (Check 21 Plus) processing, and Merchant agrees not to submit any of the following transactions to Nuvei-EFT for electronic processing: (a) Merchant shall not process any temporary checks or checks that do not have the customer's current name, address and phone number pre-printed on its face, (b) Merchant shall not electronically process any checks drawn on any depository institution that is not federally insured or part of the ACH network, (c) Merchant shall not electronically process any checks drawn on the personal checking account of Merchant or any of its agents or employees, (d) Merchant shall not accept any third party items for electronic Remote Check Deposit (Check 21 Plus) processing or checks made payable to "cash" or "bearer", (e) Merchant shall not accept a traveler's check, money order, payroll check, counter check or sight draft, (f) Merchant shall not submit for processing any transaction representing the financing of an existing obligation whether previously owed to Merchant, arising from the dishonor of a check or arising from a credit card, debit card or smart card dispute with the Merchant, (g) Merchant shall not submit a transaction for processing which represents an attempt to collect a chargeback, (he) Merchant shall not submit a check written for goods or services that are not concurrently provided to the customer, including any check given for a service

contract, gift certificate, a layaway (except for the final payment) or for a similar transaction, or for goods or services provided to a third party, (h) Merchant shall not submit a check which contains erasures, or which is altered, unless the alteration is initialed by the customer at time of presentation, (i) Merchant shall not knowingly submit a check on an account which Nuvei-EFT previously denied authorization. Merchant's submission of any of the above transactions for electronic processing may subject the Merchant to immediate suspension or termination, and all funds of Merchant, including those in Merchant's account, may be placed on hold. This will also remove Nuvei-EFT POS the Guarantee Conversion coverage from ALL checks.

7. EQUIPMENT. Merchant shall furnish each outlet, retail location, or business entity with a Nuvei-EFT approved check imaging device that captures the front and back of the check and/ or other Nuvei-EFT approved software. Nuvei-EFT shall assign each Merchant's check imaging device an identification number. Merchant is responsible for all telecommunication fees and charges, including but not limited to telephone fees, associated with and related to the use of the software or the check imaging device. Merchant shall maintain all equipment related to electronic check processing in good working order at Merchant's expense. Merchant shall advise Nuvei-EFT immediately in the event of a breakdown of a Nuvei-EFT approved imaging device, software, or of any other system failure. Merchant acknowledges that Nuvei-EFT is not responsible for any equipment or software problems. Moreover, Nuvei-EFT's approval of such equipment does not constitute nor express an implied warranty, representation or endorsement of such equipment. Refer to Image Requirements and Virtual Terminal (if applicable).
8. USE OF EQUIPMENT. Merchant agrees to utilize only equipment approved by Nuvei-EFT for the processing of checks and in a format and medium of transmission acceptable to Nuvei-EFT.
9. VIRTUAL TERMINAL. If Merchant has marked the Virtual Terminal option box on the application form of this Agreement then Merchant wishes to use the Nuvei-EFT Virtual Terminal in place of a traditional point of sale terminal. Nuvei-EFT's Virtual Terminal performs the basic functions of a traditional point of sale terminal, as it pertains to check processing, including check processing, and transaction voids. NOTE: Remote Check Deposit (Check 21 Plus) Services requires the use of a Nuvei-EFT compatible two-sided check Imager connected to the PC If a compatible two-sided check imaging device is not used, then Merchant understands that Nuvei-EFT will only provide Verification or standard Point of Sale ACH services, and there will be no transactions processed via Remote Check Deposit (Check 21 Plus). Merchant may utilize a compatible 3.5 inch printer or standard PC printer to print receipts. The Nuvei-EFT Virtual Terminal requires a Windows Operating System. Merchant is responsible for all telecommunication fees and charges, including but not limited to telephone fees associated with and related to the use of the Nuvei-EFT Virtual Terminal Software.
10. IMAGE REQUIREMENTS. In order for a check to be processed via Remote Check Deposit (Check 21 Plus) the check image must meet the following guidelines: (a) The check imaging device must capture the front and back of the check and be of minimum required size; (b) The image must not be too dark, too light, or too bright; (c)The check MICR information must be machine- readable and contain the bank routing number, account number, and check serial number printed on the check; (d) The MICR "on us" field value must contain valid data; (e) Check image cannot be missing or incomplete; (f) The check must be filled out in its' entirety for the check to be processed and/or guaranteed. Any check not meeting these standards will need to be manually deposited by Merchant and cannot be processed via Remote Capture Deposit. Refer to section 20 of these Terms regarding Check Retention.
11. SOFTWARE. Nuvei-EFT may select software and related user materials ("Software") for use in Nuvei-EFT's electronic check deposit services and the processing of Transactions. From time to time, modifications or updates to the Software may be available. Customer agrees to adopt such updates or modifications as they become available. Merchant acknowledges that any Software supplied by Nuvei-EFT for use in Transactions, including, but not limited to, any Software created or modified by Nuvei-EFT to be specific to Merchant's environment is the property of Nuvei-EFT or a third party from whom Nuvei-EFT may have licensed rights in Software and that Nuvei-EFT claims and reserves all rights and benefits therein afforded under copyright and other laws. Merchant's license of and permission to use the Software is non-exclusive and nontransferable, and it extends only to Merchant's own use of such Software for the purpose of processing Transactions as set forth in this Agreement. Nuvei-EFT's Software may not be used to process transactions with or through any other party without the express written consent of Nuvei-EFT, and may not be exported in contravention of U.S. or foreign export laws. Merchant further acknowledges that Nuvei-EFT's Software contains confidential information and trade secrets, which Nuvei-EFT has entrusted to Merchant in confidence. Merchant shall protect Nuvei-EFT's property and its interest in the trade secrets contained in the Software by controlling access to the Software, permitting none of its employees nor any other person not an employee or agent of Nuvei-EFT to examine, alter, attach, add to, modify, decode, reverse engineer, transcribe, extract or reproduce, in whole or in part, the Software in any way. Without limiting the generality of the foregoing, Merchant specifically agrees that it will not delete, mask or obscure any proprietary notices, which Nuvei-EFT places on any Software.
12. OWNERSHIP OF NEW INTELLECTUAL PROPERTY. All rights and title to all inventions, derivative works, improvements and/or discoveries, including software, know-how, copyright, patent, technology, data, trade secrets, and other intellectual property arising from, or related to, directly or indirectly, the Nuvei-EFT services or software ("New Intellectual Property Rights").
13. AUTHORIZED TRANSACTIONS. Under any of the following circumstances, Nuvei-EFT shall be conclusively entitled to deem the Transactions to be authorized by, and binding upon, Merchant: (a) if the Transactions and the electronic transmission of a file are made by Merchant or its actual or apparent agent, or (b) if Nuvei-EFT reasonably believes the Transactions and the electronic transmission of a file were sent by an authorized representative of Merchant, or (c) if Merchant utilizes the services of a third party for lockbox or other similar services to facilitate the processing of Transactions, provided that the Transactions and the electronic transmission of a file are in the name of Merchant and Nuvei-EFT reasonably believes that the Transactions and transmission of a file by such third party are sent on behalf of Merchant.
14. RESTRICTIONS ON ACCEPTANCE OF CHECKS FOR PROCESSING. From time to time, Nuvei-EFT shall establish necessary security and identification procedures for presentment of checks for Remote Check Deposit (Check 21 Plus) pursuant to the rules and procedural guidelines established by the Federal Trade Commission ("FTC") and Regulation E (Reg E) and applicable law. Merchant agrees to comply with such procedures and to accept such "properly presented" checks for Remote Check Deposit (Check 21 Plus) processing. Merchant shall not accept or attempt to process checks in excess of the maximum limitations established by Nuvei-EFT. Nuvei-EFT shall also establish the number of checks, which may be submitted on a daily basis by any customer for electronic processing. Merchant agrees to provide Nuvei-EFT with any and all information needed to establish such limitations. Merchant further agrees to inform Nuvei-EFT immediately of any changes in business activities, rules or regulations, which may affect these limitations. Merchant further agrees to abide by these limitations as a condition to Nuvei-EFT processing any check. Merchant shall scan each check submitted for processing through no more than one Nuvei-EFT approved imaging device for any given transaction.

Merchant agrees that sales completed at one location cannot be processed through a check imaging device at another location. YOU UNDERSTAND THAT IT IS A FEDERAL VIOLATION TO PROCESS DEBIT REQUESTS AGAINST A CONSUMER BANK ACCOUNT WITHOUT THE CHECK WRITER'S EXPRESSED AUTHORITY. YOU HEREBY ACKNOWLEDGE RECEIPT OF PROPER NOTICE THAT THE USE OF ANY COUNTERFEIT, FICTICIOUS, LOST, STOLEN, OR FRAUDULENTLY OBTAINED DEBIT INSTRUMENT TO UNLAWFULLY INITIATE A DEBIT TRANSACTION IS PUNISHABLE BY IMPRISIONMENT. IT IS SPECIFICALLY UNDERSTOOD BY YOU THAT ANY TRANSACTION INITIATED AS AN UNAUTHORIZED ENTRY OR DEPOSIT BY YOU AFTER YOU HAVE RECEIVED APPROVAL FOR DEPOSIT OF CHECK (S) OR IS INTENDED FOR ELECTRONIC DEPOSIT SHALL BE INTERPRETED AS AN UNLAWFUL DEBIT TRANSACTION PURSUANT TO THIS NOTICE. IN THE EVENT OF SUCH A VIOLATION, Merchant AGREES AND WARRANTS TO HOLD Nuvei-EFT AND ALL OF ITS ASSIGNS AND ASSOCIATES HARMLESS AND REIMBURSE Nuvei-EFT FOR THE TRANSACTION (S) WITHIN 24 HOURS OF SAID OCCURRENCE. IF Merchant REFUSES OR IS UNABLE TO REIMBURSE Nuvei-EFT FOR ANY SUCH OCCURRENCE, IT IS EXPRESSLY STATED AND UNDERSTOOD THAT THE Merchant IS IN DIRECT VIOLATION OF THIS AGREEMENT AND FEDERAL LAW, AND Nuvei-EFT WILL PURSUE ALL LEGAL, CIVIL, AND COLLECTION REMEDIES AS ARE POSSIBLE UNDER LAW AS REMEDY.

15. CHECKS FOR WHICH Merchant WILL NOT BE REIMBURSED UNDER REMOTE CHECK DEPOSIT (CHECK 21 Plus) with Guarantee. In addition to the provisions set forth in this Agreement and notwithstanding any other provisions to the contrary, Nuvei-EFT shall have no obligation to reimburse Merchant for checks that are: (a) Not honored by the customer's financial institution because of the customer's instructions to "stop payment" on the check; (b) Fraudulent, whether Merchant, its employees or agents are involved, either as a principal or as an accessory, in the issuance; (c) Accepted by Merchant or its employees with advance knowledge of the likelihood of its being dishonored even though authorized by Nuvei-EFT; (d) Lost, stolen, altered or counterfeit, and Nuvei-EFT has reason to believe that Merchant failed to use reasonable care in verifying the customer's identity; (e) Given as a substitute for a previously accepted check, whether or not the previous check was authorized by Merchant or, any check upon which Merchant has accepted full or partial payment; (f) One of multiple checks presented to Merchant in a single transaction for Remote Check Deposit (Check 21 Plus) processing; (g) For goods, if the goods are subsequently returned by customer or repossessed by Merchant or lien holder, within 65 days of date of purchase; (h) Not honored by the customer's financial institution because of the failure of, the closing of, or government-imposed restrictions on withdrawals from the financial institution; (i) Checks for which Merchant returns cash back to the customer, unless Merchant is approved in writing by Nuvei-EFT for such cash back; (j) Checks for which Nuvei-EFT previously denied authorization; (k) Not in compliance with this agreement and not processed in accordance with the check processing provisions of this Agreement; (l) Incorrect MICR data scans or reads; (m) unable to locate account or invalid account number returns. In addition, before processing the check and as a condition to honoring the check, Merchant shall obtain sufficient personal information to locate the person presenting the check, including but not limited to a current home or business telephone number including area code, a current home address consisting of a street or rural route address, not a post office box, and the customer's valid, unexpired driver's license number or non-driver identification number together with the state of issuance. Merchant shall ensure that this identifying information is legibly printed on the check prior to imaging the check.
16. QUALIFIED INSTRUMENTS FOR REMOTE CHECK DEPOSIT (CHECK 21 Plus) with Guarantee. Nuvei-EFT has set the following guidelines that each instrument must meet to qualify for reimbursement under the Remote Check Deposit (Check 21) with Guarantee option: (a) At the time of authorization, the individual name or business name must be commercially imprinted on the instrument. In the case of a business entity, the instrument must have the business name and current business address and phone number (as listed with information) commercially imprinted on the check. Temporary checks or checks without commercially imprinted check numbers will not qualify for check guarantee. Drafts will not qualify for check guarantee; (b) Checks drawn on a United States Government entity or account, Cashier's Checks, Certified Checks, Money Orders, Traveler's Check will not qualify for check guarantee; (c) Checks written by one person for goods or services provided to a 3rdparty do not qualify for guarantee. (d) An instrument must be authorized with a driver's license presented by the consumer to Merchant and viewed by Merchant at the time of authorization; (e) The customer's valid driver's license and the state code found on the "Quick Reference Guide" or if the guide is not available the abbreviation of the state that issued the identification card must be noted on the instrument at the time of authorization; (f) The authorization number received through the Nuvei-EFT approved check imaging device and/or software vehicle must be noted on the instrument at the time of authorization prior to Merchant storing the check; (g) A street address must be commercially imprinted on the check. If the current street address is not the one imprinted on the instrument at the time of the authorization, it must be crossed out and the most current address should be written on the check prior to scanning the check through the imaging device. Post Office (PO) Boxes only are not acceptable addresses; (h) If the phone number is not imprinted on the instrument, Merchant must note the phone numbers (home phone and business phone) on the instrument at the time of authorization prior to scanning the check through the imaging device; (i) The date of the instrument must be the date on which the instrument was authorized by Nuvei-EFT (no post-dated or held checks) if Merchant was approved for Face to Face Check 21+ POS program; The date of the instrument must be no more than 14 days prior to the date the instrument was authorized by Nuvei-EFT if Merchant was approved for Consumer Not Present Check 21+ Remote program; (j) The instrument must be payable to the Merchant's business (checks written to "cash" or "bearer", or to a 3rd party do not qualify for guarantee). (k) The amount authorized and the amount shown in words and figures on the check must agree; (l) The check number of the instrument being authorized must be the same check number given at the time authorization is attempted. No represented check is guaranteed unless the instrument was authorized with the same dollar amount as when the instrument was originally authorized; (m) In the event of a personal instrument, the signature on the check must be the same as the commercially imprinted name on the check and drivers license provided at the time of authorization; (n) The instrument has been filled out completely by the customer, has not been altered, or has not been tendered in whole or in part in exchange for cash, or was not payment for a prior debt due or a financed obligation; (o) The Merchant did not subsequently receive value in full or in part for the dishonored instrument from the presenter in the form of cash payment, credit, service, exchange or repossession; (p) The instrument was not dishonored as a result of a "stop payment" order issued by the presenter to the financial institution.; (q) The instrument was not previously denied by Nuvei-EFT based on the same or different driver's license number, which was previously presented for authorization by Merchant. The instrument must be authorized by entering the correct ID number into the Nuvei-EFT approved check imaging device and/or an approved software vehicle at the time of authorization; (r) The instrument was not one of multiple instruments or payment methods presented to Merchant for sales made that day (no splitting of checks); (s) Nuvei-EFT reserves the right and Merchant acknowledges that a receipt for the products and services provided to the check writer may be requested. The delivery of this receipt must be postmarked or faxed within 48 hours of the request and its acceptance by Nuvei-EFT will be required to qualify the claim for payment; (t) Merchant must have followed instructions contained in Nuvei-EFT's Merchant

Quick Reference Guide or other authorized, current published instructions; (u) Merchant acknowledges that first time check writers may have a lesser check limit than those of frequent check writers and check limits are based on not only dollar amount, but number of checks written in a period of time to be determined solely by Nuvei-EFT; (v) The instrument was not issued in connection with a transaction described herein. Merchant must comply with the terms and conditions of this agreement, including but not limited to, the requirements described herein; (w) the Merchant, or its agents, and employees must not accept any instrument with prior knowledge that the instrument is likely to be dishonored or that the identification used was forged, stolen, or otherwise did not belong to the check writer, or that the transaction for which the instrument was tendered is illegal, void, or invalid.

17. STOP PAYMENT COVERAGE. Nuvei-EFT agrees to waive section 15 (n) of this Schedule and to guarantee Stop Payment instruments up to the limit which was approved by Nuvei-EFT's underwriting department at the time of acceptance, provided that Merchant shall have performed all of its obligations related to the issuance of said qualified instrument. At Nuvei-EFT's request, Merchant shall provide written information regarding any claim for reimbursement of a Stop Payment instrument. Stop Payment Coverage must be indicated (checked box) by Merchant upon the initial acceptance by Nuvei-EFT and must be approved and accepted by Nuvei-EFT in addition to this agreement. Stop Payment Coverage does not cover business account checks, only personal accounts. Merchant is required to have a check imager to qualify for stop payment coverage. In addition, stop payment claims require a copy of the invoice/work order, and an image of the check along with written information regarding any claims for reimbursement. Service or product must have been delivered to check writer. Stop payments will automatically be debited from Merchant's account until the claim is investigated by Nuvei-EFT. The accepted claims will be paid within 30 days. STOP PAYMENT COVERAGE IS DESIGNED FOR THE FOLLOWING TYPES OF MERCHANTS: Auto Repair, Paint and Body Repair, Boat Repair, Motorcycle Repair, Motor-Home Repair, Transmission Repair, Auto Glass Install/Repair.
18. DAILY SETTLEMENT OF TRANSACTIONS. Merchant agrees to "batch out" each check imaging device that is used on a daily basis. "Batch out" shall mean that Merchant totals and settles all of the transactions by midnight (12:00 am) of the day Nuvei-EFT authorizes the sale and transmits the information contained in the batch out to Nuvei-EFT. Merchant agrees to upload images from the check imaging device daily and acknowledges that Nuvei-EFT cannot process any transactions where the image has not been made available by Merchant. In addition, any transactions contained in an untimely batch out may be refused or become subject to chargeback or held until after a sixty-day period for consumer chargebacks by Nuvei-EFT. If Merchant account is Remote Check Deposit (Check 21 Plus) with Guarantee then checks contained in an untimely batch out are not covered under the Guarantee program. Merchant acknowledges that failure to batch out on a timely basis may be grounds for suspension or termination at Nuvei-EFT's sole discretion. Merchant acknowledges that failure to batch out will delay funds being deposited and loss of guarantee coverage on those checks and Nuvei-EFT may apply a $25.00 fee for each terminal daily on which Merchant fails to transmit a timely batch out.
19. PROVISIONAL SETTLEMENTS. Merchant acknowledges that all settlements between Nuvei-EFT and Merchant are provisional and are subject to the customer's rights to dispute the charges against the customer's account. In submitting Remote Check Deposit (Check 21 Plus) checks to Nuvei-EFT, Merchant endorses and assigns to Nuvei-EFT all right, title and interest to such checks with rights of endorsement. Merchant acknowledges that Nuvei-EFT has the right to receive payment on all Remote Check Deposit (Check 21 Plus) processed checks acquired and Merchant will not attempt to collect on any such transactions. If any payment is tendered to Merchant, Merchant will notify Nuvei-EFT by telephone of the payment, endorse the check; sign it over to Nuvei-EFT and immediately mail the payment to Nuvei-EFT by certified mail. If customer pays cash, Merchant shall reimburse Nuvei-EFT by Merchant's check. In addition, Merchant acknowledges that Nuvei-EFT will have no responsibility for the delayed return of a Substitute Check that includes any message text or other information added by Merchant or Merchant's third party designee in the depository financial institution endorsement area. Any credit or consideration given by Nuvei-EFT to Merchant with respect to any Transactions shall be deemed provisional, and Nuvei-EFT shall be entitled to revoke same without prior notice in the event one or more Transactions are rejected or returned to Nuvei-EFT for any reason.
20. CHECK RETENTION. Nuvei-EFT requires that Merchant retain and store the original check in a secure location for the period of at least ninety (90) days. In the event a Remote Capture Deposit (Check 21 Plus) transaction cannot be processed due to a poor quality check image, Merchant shall be notified by Nuvei-EFT in writing (and/or by phone, fax, or email) to manually deposit the check. Once notification has been received, Merchant is to deposit the check at their bank within 48 hours. Failure to deposit the check in Merchant's bank account within 48 hours may result in a loss of guarantee. If the manually deposited check is subsequently returned by the check writers bank, Merchant shall mail the check to the Nuvei-EFT address provided in Section 45 (Notice) for a claim for reimbursement (if Merchant selected the Remote Check Deposit (Check 21) with Guarantee program on the front of this application). In any event, the instrument must be received by Nuvei-EFT within 45 days of Nuvei-EFT's initial authorization of the instrument (if guarantee service is selected). **If original check was not retained or was lost by Merchant then Merchant acknowledges that Nuvei-EFT will not be able to process the Remote Check Deposit (Check 21 Plus) transaction, provide any sort of guarantee, or provide check collection services. Refer to section 10 of this Schedule regarding Image Requirements.**
21. ADDITIONAL WARRANTIES BY MERCHANT. As to the Transactions transmitted to Nuvei-EFT, Merchant represents and warrants to Nuvei-EFT that: (a) Merchant's customer has authorized Merchant to endorse all checks and other cash items for collection; (b) the preparation and presentment of the Transactions comply with the terms and conditions set forth in this Services Agreement; (c) the digital image of the check transmitted to Nuvei-EFT is a sufficient copy that is a true, correct, and accurate image that represents all the information on the front and back of the original check at the time the original check was truncated so that a Substitute Check created from the image will satisfy legal equivalence requirements and the image has not been altered in any manner by Merchant or any third party acting on behalf of Merchant; (d) Merchant, or any third party acting on behalf of Merchant, has reviewed and confirmed that the transmission of MICR line information is identical in all respects to the original check and that the encoded check amount is accurate, (e) Merchant understands that any message text or other information Merchant elects to add to the check image transmitted to Nuvei-EFT may cause the depository bank's endorsement not to be legible which may result in the delayed return of the Substitute Check or electronic representation if it is not paid, (f) the original check, or a paper or electronic representation, has not previously been deposited for collection with any financial institution, and no depositary bank, drawee, drawer, or endorser will be asked to pay a check that it already has paid, (g) Merchant will retain the original check, or in the event Merchant utilizes the lockbox services of a third party or other similar services that Merchant's third party designee will retain the original check, until final settlement of the Transaction and for such additional period as may be required in the event of a disputed truncated or Substitute Check, including claims that the Substitute Check or electronic representation does not satisfy legal equivalence requirements, so that the original check can be processed

for collection, and that Merchant or Merchant's third party designee will take reasonable efforts to safeguard any original checks until they are destroyed, (h) Merchant understands that the appearance of the original check and the use of certain background colors, decorative images, and choices in ink on the original check may affect the ability to produce a readable digital image of the check or the creation of a Substitute Check that meets legal equivalence requirements which may require the original check to be processed for collection; (i) Merchant has no knowledge or notice of information to indicate that the transaction is fraudulent; (j) that each check is for an amount agreed to by the customer; (K) Merchant warrants that ALL types of its business are clearly and precisely stated on this application; (l) the percentage of mail order sales listed by Merchant for each location is consistent with the information provided in the application; (m) Merchant, nor any of its employees have submitted checks drawn from their personal checking accounts on the Merchant's Nuvei-EFT approved check imaging device; (n) Merchant uses only the name and address shown on the front of the Agreement on all its sales drafts; and (o) Merchant warrants that no transaction submitted for authorization to Nuvei-EFT is with or through an entity other than Merchant; Merchant further acknowledges that if for any reason funds are credited to Merchant in excess of the amount that Merchant is entitled to receive under this Agreement, Merchant shall return all such excess funds to Nuvei-EFT upon demand by Nuvei-EFT. Such excess funds may be collected by Nuvei-EFT by a debit to Merchant's designated account initiated by Nuvei-EFT as provided in this Agreement. If for any reason such account does not have sufficient funds, then Merchant shall promptly remit the excess funds to Nuvei-EFT. Until the return of such funds to Nuvei-EFT, Merchant acknowledges that it shall hold all such funds in trust for the benefit of Nuvei-EFT.

Checks-By-Phone Schedule

This Schedule is only applicable to processing telephone-initiated transactions utilizing the end-customer's Checking account data. Nuvei-EFT products and associated software specifically designed for such transactions will be utilized by Merchant, and such software will either be hosted and maintained by Nuvei-EFT on Nuvei-EFT equipment, or alternatively, provided directly to Merchant for installation on Merchant equipment. In all cases where Nuvei-EFT hosts the software for Merchant, the various terms and conditions referenced below regarding disclosure, transaction and processing requirements, and all other requirements imposed by either regulatory agency, law, Nuvei-EFT, or otherwise shall have full force and effect, however, in instances where the Nuvei-EFT hosted software already complies with Merchant requirements, the Merchant shall be relieved of certain of these responsibilities. Merchant agrees not to change, modify, or alter such software or product in any way. Upon Merchant's request and Nuvei-EFT's approval, check guarantee services (hereinafter referred to as "Checks-By- Phone Guarantee" service) will also be provided pursuant to provisions below. If Merchant has not requested Checks-By-Phone Guarantee service, or if Nuvei-EFT has not accepted the Application for Checks-By-Phone Guarantee service, Nuvei-EFT will not be liable in any way for any returned checks of Merchant or its customers, for any reason.

1. CHECKS-BY-PHONE NON-GUARANTEE. This program offers no guarantee for checks that are returned unpaid on CUSTOMER's account. Merchant may utilize the Nuvei-EFT Checks-By- Phone Gateway or an approved method of electronic file transmission to use the Checks-By-Phone Non-Guarantee program. Merchant must submit a file for testing purposes prior to using the Checks-By- Phone Service if Merchant utilizes electronic file transmission. Merchants who utilize electronic file transmission will not receive the benefit of pre-verification services to determine if the CUSTOMER's account or driver's license is flagged by the national negative database for unpaid items and may result in higher returns or chargebacks to Merchant's account.
2. ACH COLLECTION. Merchant authorizes Nuvei-EFT to represent all return items forwarded to Nuvei-EFT and to Originate and electronic entry for the amount of any allowable recovery fee. Nuvei-EFT shall have sixty (60) days from the date of receipt of return ACH transaction item to complete their representment process. If this Agreement is terminated for any reason, Nuvei-EFT will retain the right to complete their electronic representment process for all return ACH Transaction items forwarded to Nuvei-EFT prior to said termination.
3. REQUIREMENTS FOR PROCESSING CHECKS-BY-PHONE. Merchant shall comply with the following conditions when processing electronic checks and agrees to complete all transactions in accordance with the provisions of this Agreement and such rules of operation as may be established by Nuvei-EFT from time to time. CUSTOMER will provide check information via recorded oral telephone authorization or by completing written ACH authorization form. Merchant is not authorized to process checks through this service if CUSTOMER does not have a pre-existing relationship with Merchant and Merchant initiated the call. A pre-existing relationship is established if the CUSTOMER has purchased goods/services from the Merchant within the last two years or if there is a written agreement in place between Merchant and the consumer for provision of goods or services (i.e. a service contract). Merchant shall accept only the following sources to initiate ACH debit entries through Nuvei-EFT; (a) All demand deposit accounts must be drawn on or payable through a federally insured depository financial institution; be machine-readable MICR-encoded with the bank routing number and account number, and be for an amount less than $1,000.00 unless otherwise authorized by Nuvei-EFT. (b) Merchant shall obtain proper identification in the form of a valid driver's license number from each customer (c) Merchant shall obtain a customer authorization in the form of a signed written ACH authorization form or by recorded oral ACH authorization for each transaction submitted for electronic processing; (d) Merchant shall authorize each ACH transaction through the Nuvei-EFT Checks-By-Phone Gateway-based system to initiate electronic processing or through approved file transmission. (e) All items, goods and services purchased in a single transaction shall be included in the total amount on a single ACH authorization form or recorded oral authorization; Once Nuvei-EFT authorizes the transaction, if Merchant utilizes written ACH authorization form, Merchant shall ensure that the customer that presented the electronic check signs the ACH authorization form or has provided recorded oral authorization. To be valid, Merchant shall ensure that the ACH Authorization form or recorded oral ACH Authorization contains the correct customer bank routing, account, and check numbers from the MICR data; Merchant's correct name and telephone number; the date of the transaction; the total cash price of the sale (including all applicable state, federal or local surcharges and taxes) or the amount to be charged if a partial payment is made in cash or by credit card or the amount to be charged as the remaining balance owing after the deposit has been made; Customer's personal information including but not limited CUSTOMER's full name, address, telephone number, driver's license state and number, last four of social security number or date of birth in YYYY format; disclosure statement that CUSTOMER understands he/she is authorizing Merchant to process an ACH debit entry to the CUSTOMER's account and that if the ACH debit entry is returned unpaid, a fee of $25.00 or as allowable by law may be charged to CUSTOMER's account; (f) After customer signs the ACH Authorization form or clearly agrees via Recorded Oral Authorization, Merchant shall deliver to the person presenting the ACH transaction a true and completed copy of the sales receipt via email, facsimile, or sales receipt must be included with product shipment and provide the consumer with a phone number for inquiries and method by which customer's authorization may be revoked; (g) No ACH authorization form or recorded oral ACH authorization may be altered after Nuvei-EFT authorizes acceptance of the ACH transaction. Merchant may not resubmit an ACH transaction electronically or deposit the original source document by any means, once Nuvei-EFT authorizes a transaction; (h) Merchant's failure to input the correct routing number or account number into the Checks-By-Phone Gateway will result in Merchant's loss of guarantee using the Checks- By-Phone program. Failure to comply with the above requirements will, in addition to other penalties (such as but not limited to loss of guarantee of ALL transactions), subject Merchant to chargebacks or withholding of funds and may be grounds for immediate suspension/termination of services and indemnification of Nuvei-EFT by Merchant pursuant to this Agreement. YOU UNDERSTAND THAT IT IS A FEDERAL VIOLATION TO PROCESS DEBIT REQUESTS AGAINST A CONSUMER BANK ACCOUNT WITHOUT ACCOUNT HOLDER'S EXPRESSED AUTHORITY. YOU HEREBY ACKNOWLEDGE RECEIPT OF PROPER NOTICE THAT THE USE OF ANY COUNTERFEIT, FICTITIOUS, LOST, STOLEN, OR FRAUDULENTLY OBTAINED DEBIT INSTRUMENT TO UNLAWFULLY INITIATE A DEBIT TRANSACTION IS PUNISHABLE BY A

MAXIMUM OF A $10,000 FINE PER INSTANCE UP TO A $500,000 MONTHLY FINE, IMPRISONMENT FOR A TERM OF TEN YEARS, OR BOTH. IT IS SPECIFICALLY UNDERSTOOD BY YOU THAT ANY TRANSACTION EVENT INIATED AS AN UNAUTHORIZED MANUAL ENTRY OR DEPOSIT BY YOU AFTER YOU HAVE RECEIVED APPROVAL FOR ELECTRONIC DEPOSIT OF ACH TRANSACTION (S) OR IS INTENDED FOR ELECTRONIC DEPOSIT SHALL BE INTERPRETED AS AN UNLAWFUL DEBIT TRANSACTION PURSUANT TO THIS NOTICE. IN THE EVENT OF SUCH A VIOLATION, MERCHANT AGREES AND WARRANTS TO HOLD NUVEI-EFT AND ALL OF ITS ASSIGNS AND ASSOCIATES HARMLESS AND REIMBURSE NUVEI-EFT FOR THE TRANSACTION (S) WITHIN 24 HOURS OF SAID OCCURRENCE. IF MERCHANT REFUSES OR IS UNABLE TO REIMBURSE NUVEI-EFT FOR ANY SUCH OCCURRENCE, IT IS EXPRESSLY STATED AND UNDERSTOOD THAT THE MERCHANT IS IN DIRECT VIOLATION OF THIS AGREEMENT AND FEDERAL LAW, AND NUVEI-EFT WILL PURSUE ALL LEGAL, CIVIL, AND COLLECTION REMEDIES AS ARE POSSIBLE UNDER LAW AS REMEDY. FURTHERMORE, NUVEI-EFT'S CHECKS-BY- PHONE SERVICE IS NOT APPLICABLE FOR TELEMARKETING BUSINESSES (OR THE LIKE) IN WHICH THE PRIMARY FUNCTION OF THE BUSINESS IS OUTBOUND SALES CALLS. UNACCEPTABLE BUSINESSES FOR THIS PROGRAM INCLUDE COLD-CALLING, "BOILER ROOMS", MAIL ORDER MARKETING, CREDIT REPAIR AND/OR CREDIT ESTABLISHMENT OPPORTUNITIES, VACATION AND/OR BENEFIT PACKAGES, AND INVESTMENT OPPORTUNITY OPERATIONS IN WHICH THERE IS NO PREEXISTING RELATIONSHIP BETWEEN THE MERCHANT AND THE CONSUMER WHEREBY MERCHANT IS ENGAGING PRIMARILY IN OUTBOUND CALL AND/OR OUTBOUND MAIL ACTIVITY TO INITIATE A CHECKS-BY-PHONE TRANSACTION. IF MERCHANT VIOLATES THIS AGREEMENT BY PARTICIPATING IN SUCH BUSINESS PRACTICES, NUVEI-EFT SHALL IMMEDIATELY HOLD ALL MERCHANT'S FUNDS, CANCEL THIS AGREEMENT, DEBIT MERCHANT'S ACCOUNT FOR ALL RETURNS, AND TAKE OTHER LEGAL ACTION AS DEEMED NECESSARY BY NUVEI-EFT'S LEGAL COUNSEL, THE FEDERAL TRADE COMMISSION, THE UNITED STATES POSTMASTER GENERAL, AND/OR NACHA (NATIONAL AUTOMATED CLEARING HOUSE).

4. CUSTOMER's AUTHORIZATION INITIATES DEBIT ENTRY. Merchant acknowledges that the customer's authorization allows Merchant to instruct Nuvei-EFT to initiate an ELECTRONIC ACH TRANSACTION DEBIT ENTRY ("ENTRY") for Merchant against customer. It further permits Nuvei-EFT to reinitiate an ENTRY where the original ENTRY is returned and to assess a collection fee against CUSTOMER. All such collection fees shall be the sole property of Nuvei-EFT. Nuvei-EFT shall be entitled to multiple re-presentments and to assess a transaction fee as set forth in the schedule against Merchant for each re-presentment. If an electronic check is returned unpaid after each re-presentment, Nuvei-EFT shall be entitled to debit the Merchant's account for the amount of the electronic check.
5. RESTRICTIONS ON ACCEPTANCE OF ELECTRONIC CHECKS FOR ELECTRONIC PROCESSING. From time to time, Nuvei-EFT shall establish necessary security and identification procedures for presentment of checks for electronic processing pursuant to the Rules and applicable law. Merchant agrees to comply with such procedures and to accept such "properly presented" checks for electronic processing. Nuvei-EFT shall establish minimum and maximum amount limitations on electronic checks presented for electronic processing by Merchant. Merchant shall not accept or attempt to process electronic checks below the minimum or in excess of the maximum limitations established by Nuvei-EFT. In no event will Nuvei-EFT accept an electronic Checks-By-Phone greater than $1,000.00 for processing without prior written authorization by Nuvei-EFT. Nuvei-EFT shall also establish the number of electronic checks that may be submitted on a daily basis by any customer for electronic processing. Merchant agrees to provide Nuvei-EFT with any and all information needed to establish such limitations. Merchant further agrees to inform Nuvei-EFT immediately of any changes in business activities, rules or regulations, which may affect these limitations. Merchant further agrees to abide by these limitations as a condition for Nuvei-EFT to electronically process any checks. Customer must initiate the transaction and complete the ACH authorization form or recorded oral authorization.
6. UNACCEPTABLE TRANSACTIONS. In addition to the restrictions set out above and in any event, the following transactions are unacceptable for electronic processing. Merchant agrees not to submit any of the following transactions to Nuvei-EFT for electronic processing; (a) Merchant shall not electronically process any electronic checks drawn on any depository institution that is not federally insured or part of the ACH network, (b) Merchant shall not electronically process any electronic checks drawn on the business or personal checking account of Merchant or any of its agents or employees, (c) Merchant shall not accept any third party items for electronic processing or electronic checks for "cash" or "cash back", (d) Merchant shall not submit for processing any transaction representing the financing of an existing obligation whether previously owed to Merchant, arising from the dishonor of a check, a dishonor of an electronic ACH transaction or arising from a credit card, debit card or smart card dispute with the Merchant, (e) Merchant shall not submit a transaction for processing which represents an attempt to collect a chargeback, (f) Merchant shall not submit an electronic check for goods or services that are not provided to the customer, including any electronic ACH transaction given for a service contract, gift certificate, a layaway (except for the final payment) or for a similar transaction, or for goods or services provided to a third party, (g) Merchant shall not submit an electronic check which is altered by the Merchant in any way (h) Merchant shall not knowingly submit a check on an account on which Nuvei-EFT previously denied authorization. Merchant's submission of any of the above transactions for electronic processing may subject the Merchant to immediate suspension or termination and all funds of Merchant, including those in Merchant's account, may be placed on hold or charged back to Merchant. 3.5 SURCHARGES AND TAXES. Merchant shall not impose any illegal surcharge on any processed electronic checks. Merchant shall collect all required taxes at time of sale. All required taxes must be included in the total transaction amount at the time such is submitted for authorization by Nuvei-EFT and must be reflected in the face amount of the electronic check. In any event, Merchant shall not collect any required taxes separately in cash, or otherwise. Merchant is responsible for paying all taxes collected to the appropriate authorities in a timely manner.
7. SOFTWARE. Merchant shall utilize electronic check software provided by Nuvei-EFT for processing all electronic check transactions. (a) Merchant is responsible for all telecommunication fees and charges, including but not limited to telephone fees, associated with and related to the use of the software. (b) Merchant shall maintain all equipment necessarily related to electronic check processing, including necessary file servers, computer and telecommunications equipment in good working order at Merchant's sole expense. (c) Merchant shall advise Nuvei-EFT immediately in the event of breakdown of related equipment, electronic check software problems or of any other system failure. (d) Merchant acknowledges that Nuvei-EFT is not responsible for any related computer and telecommunications equipment used by the Merchant. In this regard, Nuvei-EFT shall not be responsible for any unauthorized tampering or altering to equipment and software specifically installed by Nuvei-

EFT on the part the Merchant or Merchant's agent. Additionally, Nuvei-EFT's approval of such equipment does not constitute an express or implied warranty, representation or endorsement of such equipment.

8. USE OF EQUIPMENT. Merchant agrees to utilize only equipment approved by Nuvei-EFT for the electronic processing of Checks-By-Phone transactions and in a format and medium of transmission acceptable to Nuvei-EFT.
9. DAILY SETTLEMENT OF TRANSACTIONS. "Batch out" shall mean that Merchant totals and settles all of the transactions by midnight (12:00 am) of the day Nuvei-EFT authorizes the sale and transmits the information contained in the batch out to Nuvei-EFT. In addition, any transactions contained in an untimely batch out may be refused or become subject to chargeback or held until after a sixty-day period for consumer chargebacks by Nuvei-EFT. If Merchant account is Checks-By-Phone Guarantee then electronic checks contained in an untimely batch out are not covered under the GUARANTEE program. If so requested by Nuvei-EFT, the signed written ACH Authorization Form or Recorded Oral Telephone Authorization must be sent out and received at Nuvei-EFT's designated location within 48 hours from the request date. Failure to do so will remove Nuvei-EFT's obligations under the Guarantee program for such electronic checks at Nuvei-EFT's sole discretion. Merchant acknowledges that failure to batch out on a timely basis may be grounds for suspension or termination at Nuvei-EFT's sole discretion. Nuvei-EFT reserves the right to hold additional monies as necessary to reduce any risk associated with daily processing of electronic checks. Nuvei-EFT also reserves the right to move monies into an account of its choosing to hold it against returns to those monies and providing to Merchant a net deposit after a period of time acceptable to Nuvei-EFT. Merchant acknowledges that failure to batch out will delay funds being deposited and loss of guarantee coverage on those ACH transactions and Nuvei-EFT may apply a $25.00 fee for each terminal daily on which Merchant fails to transmit a timely batch out.
10. PROVISIONAL SETTLEMENTS. Merchant acknowledges that all settlements between Nuvei-EFT and Merchant are provisional and are subject to the customer's rights to dispute the charges against the customer's account. In submitting electronic checks to Nuvei-EFT, Merchant endorses and assigns to Nuvei-EFT all right, title and interest to such electronic checks with rights of endorsement. Merchant acknowledges that Nuvei-EFT has the right to receive payment on all electronically processed checks acquired and Merchant will not attempt to collect on any such transactions. If any payment is tendered to Merchant, Merchant will notify Nuvei-EFT by telephone of the payment, endorse the check, and sign it over to Nuvei-EFT and immediately mail the payment to Nuvei-EFT by certified mail. If customer pays cash, Merchant shall reimburse Nuvei-EFT by Merchant's check.
11. AUTHORIZATION RETRIEVAL REQUESTS. Whereby a financial institution, regulatory or law enforcement agency, or similar authority has demanded from Nuvei-EFT proof of valid consumer authorization, in accordance with ACH Rules, Merchant shall provide said proof of authorization to Nuvei-EFT within (10) business days. In the event that Merchant cannot provide the appropriate consumer authorization, and Nuvei-EFT suffers a penalty enforced by NACHA, Nuvei-EFT shall have the right to offset such penalty and charge Merchant a minimum of ($1000 per instance and up to a maximum of $100,000 per month until the problem is resolved.
12. ELECTRONIC CHECK PROCESSING. Nuvei-EFT shall not be responsible for the payment of any Checks-By-Phone of Merchant that Nuvei-EFT has not received for processing from Merchant within twenty-four hours of the initial transaction date of said Electronic check(s). Merchant shall be required to submit all documentation related to the transactions to Nuvei-EFT at Nuvei-EFT's request. Merchant shall make its books and records available to Nuvei-EFT.
13. ELECTRONIC CHECKS FOR WHICH MERCHANT WILL NOT BE REIMBURSED UNDER CHECKS-BY-PHONE GUARANTEE. In addition to the provisions set forth in this Agreement and notwithstanding any other provisions to the contrary, Nuvei-EFT shall have no obligation to reimburse Merchant for ACH transactions that are: (a) Not honored by the customer's financial institution because of the customer's instructions to "stop payment" on the original source document or electronic check; (b) Fraudulent, whether Merchant, its employees or agents are involved, either as a principal or as an accessory, in the issuance; (c) Accepted by Merchant or its employees with advance knowledge of the likelihood of its being dishonored even though authorized by Nuvei-EFT; (d) Lost, stolen, altered or counterfeit, and Nuvei-EFT has reason to believe that Merchant failed to use reasonable care in verifying the customer's identity; (e) Given as a substitute for a previously accepted check, whether or not the check was authorized by Merchant or, any check upon which Merchant has accepted full or partial payment; (f) One of multiple checks presented to Merchant in a single transaction for electronic processing; (g) For goods, if the goods are subsequently returned by customer or repossessed by Merchant or lien holder, within 65 days of date of purchase; (h) Not honored by the customer's financial institution because of the failure of, the closing of, or government-imposed restrictions on withdrawals from the financial institution; (i) Checks for which Merchant returns cash back to the customer, unless Merchant is approved in writing by Nuvei-EFT for such cash back; (j) Checks for which Nuvei-EFT previously denied authorization; (k) Not in compliance with this Agreement and not processed in accordance with the ACH transaction processing provisions of this Agreement; (l) Incorrect Routing and Account Number data entry; (m) unable to locate account or invalid account number returns or unauthorized corporate account returns. In addition, before processing the check and as a condition to honoring the check, Merchant shall obtain sufficient personal information to locate the person presenting the check, including but not limited to a current home or business telephone number including area code, a current home address consisting of a street or rural route address, not a post office box, and the customer's valid, unexpired driver's license number or non-driver identification number together with the state of issuance, and the last four digits of customer's social security number or year of birth in YYYY format. Merchant shall ensure that this identifying information is legibly printed on the ACH Authorization form or clearly captured on the recorded oral authorization; (n) ACH Authorization form or recorded oral authorization must contain a current phone number of customer; (o) ACH authorization forms or recorded oral authorizations must contain the customer's drivers license number; (p) Nuvei-EFT must receive the completed ACH Authorization form or recorded oral authorization within 48 hours of Nuvei-EFT's request; (o) Merchant's failure to input into the Checks-By-Phone system the correct routing number or account number will result in Merchant's loss of guarantee.
14. ADDITIONAL MERCHANT WARRNATIES. With each transaction presented to Nuvei-EFT by Merchant for authorization, Merchant specifically warrants and represents that: a) Merchant, nor any of its employees have submitted Electronic checks drawn from their personal or business

checking accounts on the Merchant's electronic check software; (b) Merchant uses only the name and address shown on the front of the Agreement on all its sales drafts; (c) Merchant has not submitted duplicates of any transaction; (d) Merchant warrants that the Checks-By-Phone banking information on the printed receipt and written or recorded ACH authorization is correct; and (e) no transaction submitted for authorization to Nuvei-EFT is with or through an entity other than Merchant.

15. SETTLEMENT AND CHARGEBACKS. Settlement shall consist of a 7-business-day net settlement period. Chargebacks will be deducted from net settlement or may be debited from Merchant's account if no pending credits are available to offset the chargeback.

Checks-By-Web Schedule

These Terms are only applicable to processing web-initiated transactions which are "Web" Entries as defined by the Rules ("Checks-By-Web Service") utilizing the end-customer's Checking account data. Merchant is required to provide its own Internet payment gateway or utilize a third party Internet payment gateway which must be approved by Nuvei-EFT in advance. Any Nuvei-EFT products and associated software specifically designed for such transactions will be utilized by Merchant when required by Nuvei-EFT, and such software will either be hosted and maintained by Nuvei-EFT, or alternatively, provided directly to Merchant for installation on Merchant equipment. In all cases where Nuvei-EFT hosts software for Merchant, the various terms and conditions referenced below regarding disclosure, transaction and processing requirements and all other requirements imposed by either regulatory agency, law, Nuvei-EFT, or otherwise shall have full force and effect.

1. CHECKS-BY-WEB PROGRAM. THIS PROGRAM OFFERS NO GUARANTEE FOR ENTRIES THAT ARE RETURNED UNPAID AND MERCHANT SHALL BE LIABLE FOR 100% OF ALL LOSSES ARISING FROM RETURNED ENTRIES. Merchant must utilize a Nuvei-EFT-approved payment gateway, software, and approved method of electronic file transmission to use the Checks-By-Web program. Merchant must submit a file for testing purposes prior to using the Checks-By-Web Service if Merchant utilizes electronic file transmission. Merchants who utilize electronic file transmission will not receive the benefit of any pre-verification services to determine if the CUSTOMER's account or driver's license is flagged by the national negative database for unpaid items, which may result in higher returns or chargebacks to Merchant's account. Refer to Software Requirements section. Nuvei-EFT functions solely as the processor and assumes no liability in the performance of Merchant's payment gateway or other related hardware/software. Nuvei-EFT may, at its option provide certain pre-verification services prior to processing an Entry; such services are at Nuvei-EFT's discretion and shall in no way create a guarantee from Nuvei-EFT or obligation on Nuvei-EFT's part to verify the consumer identity and validity of a submitted Entry.
2. ACH COLLECTION. Merchant authorizes Nuvei-EFT to re-present all return items forwarded to Nuvei-EFT and to originate an electronic Entry for the amount of any allowable recovery fee. Nuvei-EFT shall have sixty (60) days from the date of receipt of return ACH transaction item to complete its re-presentment process. If this Agreement is terminated for any reason, Nuvei-EFT will retain the right to complete the electronic re-presentment process for all return ACH Transaction items forwarded to Nuvei-EFT prior to termination.
3. UNACCEPTABLE TRANSACTIONS. In addition to the restrictions set out above and in any event, the following transactions are unacceptable for electronic processing. Merchant agrees not to submit any of the following transactions to Nuvei-EFT for electronic processing; (a) Merchant shall not electronically process any electronic checks drawn on any depository institution that is not federally insured or part of the ACH network, (b) Merchant shall not electronically process any electronic checks drawn on the business or personal checking account of Merchant or any of its agents or employees, (c) Merchant shall not submit an electronic check for goods or services that are not provided to the customer, (d) Merchant shall not submit an electronic check which is altered by the Merchant in any way. Merchant's submission of any of the above transactions for electronic processing may subject the Merchant to immediate suspension or termination, and all funds of Merchant, including those in Merchant's account, may be placed on hold or charged back to Merchant.
4. SOFTWARE. Merchant shall utilize a payment gateway (shopping cart) that Nuvei-EFT has previously authorized for processing all electronic check transactions. (a) Merchant is responsible for all telecommunication fees and charges, including but not limited to telephone fees, associated with and related to the use of the payment gateway and/or any related software costs/expenses. (b) Merchant shall maintain all hardware/software necessary for electronic check processing, including necessary file servers, payment gateway, and computer telecommunications equipment in good working order at Merchant's sole expense. (c) Merchant shall advise Nuvei-EFT immediately in the event of a security breach or breakdown of related equipment, electronic check software problems, and/or any other system failure. (d) Merchant acknowledges that Nuvei-EFT is not responsible for any related Internet or computer and telecommunications equipment used by the Merchant. Merchant also acknowledges that Nuvei-EFT solely functions as the processor and assumes no liability in the performance of Merchant's payment gateway. In this regard, Nuvei-EFT shall not be responsible for any unauthorized tampering or altering to software specifically installed by Nuvei-EFT on the part the Merchant or Merchant's agent. Nuvei-EFT's approval of equipment and/or software, including without limitation payment gateway software, does not constitute an express or implied warranty, representation or endorsement of such equipment and Merchant accepts responsibility for selection and compliance with the Rules of such equipment and/or software. In the event of a security breach of Merchant's records or payment gateway, Merchant is required to notify Nuvei-EFT immediately of such a breach, and to provide as much information as may be required to allow Nuvei-EFT to act accordingly to protect Nuvei-EFT's legal rights and responsibilities. Merchant further agrees to immediately remove and properly dispose of Nuvei-EFT's previous version releases of any related software and to utilize the most current software version releases upon receipt of such from Nuvei-EFT. In the event of termination, Merchant shall immediately and unconditionally remove all software related to Nuvei-EFT services at Merchant's expense.
5. DATA RETENTION; VERIFICATION AND SECURITY REQUIREMENTS. Merchant agrees to complete all transactions in accordance with the provisions of this Agreement, the Rules and such rules of operation as may be established by Nuvei-EFT from time to time. Merchant shall retain data on file adequate to permit remaking of Entries for seven (7) banking days following the date of their transmittal by Nuvei-EFT as provided herein, and shall provide such data to Nuvei-EFT upon its request. Merchant shall retain all records related to authorization, including all sales and credit receipts and authorizations for a period of no less than two years following the date of the transaction or no less than two years following Merchant's receipt of a customer's payment authorization revocation. Merchant represents and warrants that it shall ensure that the financial information it receives is protected by security practices and procedures that include (i) physical security to protect against theft, tampering or damage, (ii) personnel and access controls to protect against unauthorized access and use, (iii) network security to ensure secure capture, storage and distribution, (iv) at least 128-bit RC4 encryption technology, (v) commercially reasonable fraud detection systems, (vi) procedures to verify

routing numbers and authenticate consumer identity, and procedures to establish credit-worthiness and exposure limits for its customers, and (vii) Merchant's payment gateway must clearly notify the customer that they are initiating an ACH debit authorization and Merchant's authorized payment gateway shall obtain a customer authorization in the form of an electronically signed ACH authorization or similarly authenticated (unique security code or PIN) in accordance with the Rules that clearly demonstrates the customer's assent to authorization for each transaction submitted for electronic processing. Merchants are required to retain the original authorization or copy of the original authorization in its original form that can be reproduced upon request. NACHA does not accept proof of an authorization as being a listing of the information captured at time of authorization. The following minimum information must be included in the authorization record: consumer IP address of origination, consumer name , consumer address, transaction amount, transaction effective date, consumer e-mail address (optional; industry recommended best practice), website where payment was accepted , signifying whether authorization is for a single or recurring/multiple debits, and debit schedule if recurring/multiple, consumer banking information, statement of how the consumer's identity was authenticated. Additionally, Merchant's website must provide the consumer with a phone number for inquiries or authorization revocation. Merchant agrees that it shall conduct or have conducted annual audits to ensure that the financial information it obtains from its customers is protected by security practices and procedures that include, at a minimum level, the practices set forth in (i) through (iii), hereinabove. Merchant or Merchant's 3rd party software provider shall cooperate with Nuvei-EFT to test Merchant's Internet payment gateway and for any ongoing support issues. In all cases, CUSTOMER will provide check information via Internet and Merchant's payment gateway. Merchant must obtain the customer's authorization in accordance with the Rules that clearly demonstrates the customer's assent to authorization prior to initiating the ACH debit. In addition, if customer is providing recurring payment authorization, customer must be notified with the method to revoke its authorization. All items, goods and services purchased in a single transaction shall be included in the total amount on a single ACH authorization receipt and all entries must contain the correct customer bank routing, account, and check numbers, Merchant's correct name and telephone number; the date of the transaction, the total cash price of the sale (including all applicable state, federal or local surcharges and taxes) or the amount to be charged if a partial payment is made in cash or by credit card or the amount to be charged as the remaining balance owing after the deposit has been made, Customer's personal information including but not limited to CUSTOMER's full name, address, telephone number, driver's license state and number, and a disclosure statement that CUSTOMER understands he/she is authorizing Merchant to process an ACH debit entry to the CUSTOMER's account and that if the ACH debit entry is returned unpaid, a fee of $25.00 or as allowable by law may be charged to CUSTOMER's account. After customer authenticates the entry, Merchant's payment gateway must prompt the consumer to print the authorization and to retain a copy and no transaction may be altered after Nuvei-EFT authorizes acceptance of the ACH transaction. Merchant may not resubmit the transaction electronically or deposit the original source document by any means, once Nuvei-EFT authorizes a transaction. Failure to comply with the above requirements will, in addition to other penalties, subject Merchant to chargebacks or withholding of funds and may be grounds for immediate suspension/termination of services. MERCHANT ACKNOWLEDGES AND UNDERSTANDS THAT IT IS A FEDERAL VIOLATION TO PROCESS DEBIT REQUESTS AGAINST A CONSUMER BANK ACCOUNT WITHOUT ACCOUNT HOLDER'S EXPRESSED AUTHORITY. MERCHANT HEREBY ACKNOWLEDGE RECEIPT OF PROPER NOTICE THAT THE USE OF ANY COUNTERFEIT, FICTITIOUS, LOST, STOLEN, OR FRAUDULENTLY OBTAINED DEBIT INSTRUMENT TO UNLAWFULLY INITIATE A DEBIT TRANSACTION IS PUNISHABLE BY A MAXIMUM OF A $10,000 FINE PER INSTANCE UP TO A $500,000 MONTHLY FINE, IMPRISONMENT FOR A TERM OF TEN YEARS, OR BOTH. IT IS SPECIFICALLY UNDERSTOOD BY MERCHANT THAT ANY TRANSACTION EVENT INITIATED AS AN UNAUTHORIZED MANUAL ENTRY OR DEPOSIT BY MERCHANT AFTER MERCHANT HAS RECEIVED APPROVAL FOR ELECTRONIC DEPOSIT OF ACH TRANSACTION (S) OR IS INTENDED FOR ELECTRONIC DEPOSIT SHALL BE INTERPRETED AS AN UNLAWFUL DEBIT TRANSACTION PURSUANT TO THIS NOTICE. IN THE EVENT OF SUCH A VIOLATION, MERCHANT AGREES AND WARRANTS TO HOLD NUVEI-EFT AND ALL OF ITS ASSIGNS AND ASSOCIATES HARMLESS AND REIMBURSE NUVEI-EFT FOR THE TRANSACTION (S) WITHIN 24 HOURS OF SAID OCCURRENCE. IF MERCHANT REFUSES OR IS UNABLE TO REIMBURSE NUVEI-EFT FOR ANY SUCH OCCURRENCE, IT IS EXPRESSLY STATED AND UNDERSTOOD THAT THE MERCHANT IS IN DIRECT VIOLATION OF THIS AGREEMENT AND FEDERAL LAW, AND NUVEI-EFT WILL PURSUE ALL LEGAL, CIVIL, AND COLLECTION REMEDIES AS ARE POSSIBLE UNDER LAW AS REMEDY.

6. CUSTOMER's AUTHORIZATION INITIATES DEBIT ENTRY. Merchant acknowledges that the customer's authorization allows Merchant to instruct Nuvei-EFT to initiate an ELECTRONIC ACH TRANSACTION DEBIT ENTRY ("ENTRY") for Merchant against customer. It further permits Nuvei-EFT to reinitiate an ENTRY where the original ENTRY is returned and to assess a collection fee against CUSTOMER. All such collection fees shall be the sole property of Nuvei-EFT. Nuvei-EFT shall be entitled to multiple re-presentments and to assess a transaction fee as set forth on the Application against Merchant for each re-presentment. If an electronic check is returned unpaid after each re-presentment, Nuvei-EFT shall be entitled to debit the Merchant's account for the amount of the electronic check.
7. RESTRICTIONS ON ACCEPTANCE OF ELECTRONIC CHECKS FOR ELECTRONIC PROCESSING. From time to time, Nuvei-EFT shall establish necessary security and identification procedures for presentment of checks for electronic processing pursuant to the Rules and applicable law. Merchant agrees to comply with such procedures and to accept such "properly presented" checks for electronic processing. Nuvei-EFT may establish minimum and maximum amount limitations on electronic checks presented for electronic processing by Merchant And Merchant shall not accept or attempt to process electronic checks in excess of the maximum limitations established by Nuvei-EFT. In no event will Nuvei-EFT accept or will Merchant attempt to process an electronic Checks-By-Web greater than: (i) $2,500 for Merchants that have been identified as "Existing Relationship" (i.e. Bill Payment) Clients on the Application and (ii) $500 for all other Merchants unless otherwise approved in writing by Nuvei-EFT. Nuvei-EFT shall also establish the number of electronic checks that may be submitted on a daily basis by any customer for electronic processing. Merchant agrees to provide Nuvei-EFT with any and all information needed to establish such limitations. Merchant further agrees to inform Nuvei-EFT immediately of any changes in business activities, rules or regulations, which may affect these limitations. Merchant further agrees to abide by these limitations as a condition for Nuvei-EFT to electronically process any checks.
8. AUTHORIZATION RETRIEVAL REQUESTS. Whereby a financial institution, regulatory or law enforcement agency, or similar authority has demanded from Nuvei-EFT proof of valid consumer authorization, in accordance with ACH Rules, Merchant shall provide said proof of

authorization to Nuvei-EFT within (2) business days. In the event that Merchant cannot provide the appropriate consumer authorization, and Nuvei-EFT suffers a penalty enforced by NACHA, Nuvei-EFT shall have the right to offset such penalty and charge Merchant a minimum of ($1000 per instance and up to a maximum of $100,000 per month until the problem is resolved.

9. DAILY SETTLEMENT OF TRANSACTIONS. "Batch out" shall mean that Merchant transmits all of the transactions to Nuvei-EFT by midnight (12:00 am) on the day Nuvei-EFT authorizes the sale. In addition, any transactions contained in an untimely batch out may be refused or become subject to chargeback or held until after a sixty-day period for consumer chargebacks by Nuvei-EFT. If so requested by Nuvei-EFT, all documentation related to the customer's Internet ACH Authorization, including but not limited to customer's telephone number and billing and shipping address, must be faxed and received by Nuvei-EFT within 48 hours from the request date. Merchant acknowledges that failure to batch out on a timely basis may be grounds for suspension or termination at Nuvei-EFT's sole discretion. Nuvei-EFT reserves the right to hold additional monies as necessary to reduce any risk associated with daily processing of electronic checks. Nuvei-EFT may, in its sole discretion and to insure against, place a hold on funds due to Merchant in settlement of transactions in order to insure against potential losses. Nuvei-EFT will then provide a net deposit to Merchant after a period of time acceptable to Nuvei-EFT (usually 90 days from transaction processing date). In addition, Merchant understands that a failure to batch out will delay funds being deposited into Merchant's account. Merchant also acknowledges that Nuvei-EFT may apply a $25.00 fee for each Nuvei-EFT-assigned terminal ID number daily on which Merchant fails to transmit a timely batch out.
10. ELECTRONIC CHECK PROCESSING. Nuvei-EFT shall not be responsible for the settlement of any Checks-By-Web for which Nuvei-EFT has not received transactions Entries from Merchant for processing within twenty-four hours of the initial transaction date of the transaction. Merchant shall be required to submit all documentation related to the transactions to Nuvei-EFT at Nuvei-EFT's request. Merchant shall make its books and records available to Nuvei-EFT in order to verify compliance with this agreement and in order to verify any information in an Entry.
11. ELECTRONIC CHECKS FOR WHICH Merchant WILL NOT BE FUNDED FOR UNDER CHECKS-BY-WEB. In addition to the provisions set forth in this Agreement and notwithstanding any other provisions to the contrary, Nuvei-EFT shall have no obligation to reimburse Merchant for ACH transactions that are: (a) Not honored by the customer's financial institution because of the customer's instructions to "stop payment" on the original source document or electronic check; (b) Fraudulent, whether Merchant, its employees or agents are involved, either as a principal or as an accessory, in the issuance; (c) Accepted by Merchant or its employees with advance knowledge of the likelihood of its being dishonored even though authorized by Nuvei-EFT; (d) Lost, stolen, altered or counterfeit, and Nuvei-EFT has reason to believe that Merchant failed to use reasonable care in verifying the customer's identity; (e) Given as a substitute for a previously accepted check, whether or not the check was authorized by Merchant or, any check upon which Merchant has accepted full or partial payment; (f) One of multiple checks presented to Merchant in a single transaction for electronic processing; (g) For goods, if the goods are subsequently returned by customer or repossessed by Merchant or lien holder, within 65 days of date of purchase; (h) Not honored by the customer's financial institution because of the failure of, the closing of, or government- imposed restrictions on withdrawals from the financial institution; (i) Checks for which Nuvei-EFT previously denied authorization; (j) Not in compliance with this Agreement and not processed in accordance with the ACH transaction processing provisions of this Agreement; (k) Incorrect Routing and Account Number data Entry; (l) Unable to locate account or invalid account number returns or unauthorized corporate account returns.
12. PROVISIONAL SETTLEMENTS. Merchant acknowledges that all settlements between Nuvei-EFT and Merchant are provisional and are subject to the customer's rights to dispute the charges against the customer's account.
13. ADDITIONAL MERCHANT REPRESENTATIONS AND WARRANTIES. Merchant also represents and warrants that: (i) the description of type and nature of Merchant's business in the Application is complete and accurate and will remain so during the term of this Agreement the Application has been signed by a principle of Merchant and that if there is a change in control of Merchant that Merchant will not submit Entries under this Agreement without Nuvei-EFT's prior written consent; (ii) in the event of a security breach of Merchant's records or payment gateway, Merchant will notify Nuvei-EFT immediately of such a breach and to provide as much information as may be required to allow Nuvei-EFT to act accordingly to protect Nuvei-EFT's legal rights and responsibilities and those of consumers affected by the breach; (iii) Merchant has not submitted Electronic checks drawn from its personal or business checking accounts on the Merchant's electronic check payment gateway; (iv) Merchant has used only the name and address contained in the Application on all its sales drafts; (v) Merchant has not submitted duplicates of any transaction; and (v) the banking information submitted to Nuvei-EFT for processing has not been altered by Merchant.

Paper Guarantee Schedule

1. TERM, TERMINATION AND AMENDMENTS. These terms shall continue indefinitely unless terminated by either party. Merchant must provide (30) days written notice to Nuvei-EFT of termination and monthly minimum and subscription fees will continue in effect for this time. If either party terminates this agreement a one-time fee of one hundred ninety nine dollars ($199.00) will be assessed and electronically debited from Merchant's account for administrative processing. In the event Nuvei-EFT changes the rates, fees or check limits, Merchant may terminate this Agreement upon thirty (30) days written notice to Nuvei-EFT. Nuvei-EFT may terminate this Agreement at any time upon written notice to Merchant. This Agreement, plus any addenda, including fees and charges, may be changed or amended from time to time by Nuvei-EFT by providing Merchant with written notice. Amendments to fees and charges shall take effect immediately. Other such amendments shall be effective thirty (30) days from mailing. Except as specifically provided herein, this Agreement may not be altered, amended, or otherwise varied except by written mutual agreement of the parties.
2. FEES. Merchant agrees to pay Nuvei-EFT fees for check services provided for each subscribing merchant location, as per schedule of fees. Nuvei-EFT reserves the right to increase the Service Fee by $10 if processing volume results in a transaction return rate of 7% or higher. Merchant must promptly notify Nuvei-EFT in writing of any dispute regarding fees under this Agreement. Merchant's written notice must include: (i) Merchant name and account number; and (ii) the dollar amount and description of the disputed fees. Such written notice must be received by Nuvei-EFT no later than ninety (90) days after the disputed fees have been paid by Merchant or charged to Merchant's account by Nuvei-EFT. Merchant's failure to so notify Nuvei-EFT will waive and bar the dispute.
3. CHECK LIMIT. Nuvei-EFT shall make every effort to honor the requested check limit on the front of this application. However, Nuvei-EFT reserves the right to set the maximum check limit and will assign a check limit at the time of application approval. Nuvei-EFT shall guarantee up to this amount of the face amount (check limit) of any qualified authorized instruments, as long as this agreement remains in effect. See Section 4 of this agreement for requirements for qualifying an instrument. Merchant acknowledges that Nuvei-EFT may, at its sole discretion, increase or decrease the check limit upon written notice to Merchant.
4. QUALIFIED INSTRUMENTS. For any instrument to qualify, it must be authorized properly and meet the following criteria:
    a. At the time of authorization, the individual name or business name must be commercially imprinted on the instrument. In the case of a business entity, the instrument must have the business name and current business address and phone number (as listed with information) commercially imprinted on the check. Temporary checks or checks without commercially imprinted check numbers, traveler's checks, money orders, payroll checks, line of credit checks, checks drawn on the checking account of Merchant or any of its agents or employees, checks submitted for goods or services not concurrently provided to the customer (including checks for service contract, gift certificates, layaway-except final payment, or goods or services provided to a third party) will not qualify for check guarantee;
    b. An instrument must be authorized with a driver's license or state issued ID card presented by the consumer to Merchant and viewed by Merchant at the time of authorization;
    c. The customer's valid driver's license or state issued identification card number and the state code found on the "Quick Reference Guide" or if the guide is not available the abbreviation of the state that issued the identification card must be noted on the instrument at the time of authorization;
    d. The authorization number received through the Point-Of-Sale device must be noted on the instrument at the time of authorization;
    e. A street address must be commercially imprinted on the check. If the current street address is not the one imprinted on the instrument at the time of the authorization, it must be crossed out and the most current address be written in. Post Office (PO) Boxes only are not acceptable addresses;
    f. If the phone number is not imprinted on the instrument, you must note the phone numbers (home phone and business phone) on the instrument at the time of authorization;
    g. The date of the instrument must be no more than one (1) day from the date on which the instrument was authorized by Nuvei-EFT;
    h. The instrument must be payable to the Merchant's business name and endorsed by the Merchant and deposited in the Merchant's business account after authorization of said instrument, but before close of business the following business day. Any check deposited more than one time will not be a qualified instrument. The amount authorized and the amount shown in words and figures on the check must agree;
    i. The check number of the instrument being authorized must be the same check number given at the time authorization is attempted. No represented check is guaranteed unless the instrument was authorized with the same dollar amount as when the instrument was originally authorized;
    j. In the event of a personal instrument, the signature on the check must be the same as the commercially imprinted name on the check and ID card provided at the time of authorization;
    k. The instrument has not been altered, or has not been tendered in whole or in part in exchange for cash, or was not payment for a prior debt due;
    l. The Merchant did not subsequently receive value in full or in part for the dishonored instrument from the presenter in the form of cash payment, credit, service, exchange or repossession;
    m. The instrument was not dishonored as a result of a "stop payment" order issued by the presenter to the financial institution, which is based upon a dispute against the Merchant by the presenter;
    n. The instrument was not previously denied by Nuvei-EFT based on the same or different driver's license number, which was previously presented for authorization by Merchant. The instrument must be authorized by entering the correct ID number into the Point-Of-

Sale device at the time of authorization; The instrument must be authorized by entering the correct routing and account number as it appears on the check into the Point-Of-Sale device if a check reader is not utilized to capture the routing and account number at the time of authorization;

o. The instrument was not one of multiple instruments or payment methods presented to Merchant for sales made that day;
p. Nuvei-EFT reserves the right and Merchant acknowledges that a receipt for the products and services provided to the check writer may be requested. The delivery of this receipt must be postmarked within 48 hours of the request and its acceptance by Nuvei-EFT will be required to qualify the claim for payment;
q. Merchant must have followed instructions contained in Nuvei-EFT's Merchant Quick Reference Guide or other authorized, current published instructions;
r. Merchant acknowledges that first time check writers will have a lesser check limit than those of frequent check writers and check limits are based on not only dollar amount, but number of checks written in a period of time to be determined solely by Nuvei-EFT;
s. The instrument was not issued in connection with a transaction described herein. The Merchant did not comply with the terms and conditions of this agreement, including but not limited to, the requirements described herein, the Merchant, or its agents, and employees accepted the instrument with reason to know that the instrument was likely to be dishonored or that the identification used was forged, stolen, or otherwise did not belong to the check writer, or that the transaction for which the instrument was tendered is illegal, void, invalid, or that a court of law determines that the instrument is in whole or in part not due and payable by the check writer unless such determination results from a bankruptcy proceeding;
t. Nuvei-EFT may change any of these procedures with a seven (7) day written notices to Merchant.

5. CLAIM PROCEDURE. Nuvei-EFT shall purchase Properly Qualified Instruments up to the contractual purchase limit (see schedule of fees) for each check submitted under the following Procedure:
   a. Merchant agrees to require its depository bank to forward dishonored instruments directly to Nuvei-EFT at its designated address. If the depository bank does not provide this service, then the Merchant agrees to forward all dishonored instruments directly to Nuvei-EFT at its designated address;
   b. All checks submitted for claim must have been deposited in Merchant's financial institution and received at Nuvei-EFT's designated address, along with other required documents within thirty (30) days from the date of authorization of said instrument.

6. CLAIM PAYMENTS. Reimbursement will be made to Merchant for full face value or up to the purchase limit established in schedule of fees, section A, for qualified claims that meet all necessary criteria in accordance with the following time frames.
   a. Normal ACH credit will be transmitted to the Merchant's bank account 30 days from date of claim submission for payment of qualified instruments;
   b. NSF Bank fees will be reimbursed to Merchant on all qualified instruments, provided the Merchant has requested (checked box) this check guarantee enhancement as indicated in schedule of fees, section A. Merchant agrees to provide Nuvei-EFT with a copy of Merchant's financial institution NSF fee charges.
   c. Nuvei-EFT reserves the right to suspend its performance to Merchant, including the payment of all checks submitted for reimbursement, during any period in which Merchant's account is delinquent. Continuation of service during any period of delinquency shall not constitute a waiver of Nuvei-EFT's rights of suspension and termination.

7. COLLECTIONS. Merchant agrees to:
   a. Assign all rights, title and interest in and to the instrument, which has been purchased by Nuvei-EFT. On all instrument's that are sent to Nuvei-EFT which are not purchased by Nuvei-EFT, Merchant agrees to give Nuvei-EFT full power and authority to collect said instrument;
   b. Should Merchant accept payment for checks that have been submitted to Nuvei-EFT, Merchant shall notify Nuvei-EFT within 24 hours of collecting payment and Merchant will be responsible to collect all check fees applicable by law and Nuvei-EFT will bill Merchant for said fees;
   c. Merchant agrees that Nuvei-EFT shall be entitled to collect from check writer and retain all costs, damages, and fees against consumer that are applicable by law in addition to the check amount. Merchant agrees to post in clearly visible locations service charge notices which in Nuvei-EFT's opinion may be required for Nuvei-EFT to collect any such amounts arising from dishonored instruments;
   d. Merchant further agrees to provide Nuvei-EFT with reasonable assistance when occasionally Nuvei-EFT may request information that would be helpful to aid in the collection of such purchased instrument.

8. STOP PAYMENT COVERAGE. Nuvei-EFT agrees to waive section 4.m to guarantee payment of Stop Payment instrument arising out of a dispute with Merchant up to the limit which was approved by Nuvei-EFT’s underwriting department at the time of acceptance,, provided that Merchant shall have performed all of its obligations related to the issuance of said instrument. At Nuvei-EFT's request, Merchant shall provide written information regarding any claim for reimbursement of Stop Payment instrument. Stop Payment Coverage must be indicated (checked box) by Merchant upon the initial acceptance by Nuvei-EFT. Stop Payment Coverage does not cover business account checks, only personal accounts. In addition, stop payment claims require a copy of the invoice/work order, and an image of the check along with written information regarding any claims for reimbursement. Service or product must have been delivered to check writer. Stop payments will automatically be debited from Merchant’s account until the claim is investigated by Nuvei-EFT. The accepted claims will be paid within 30 days. STOP PAYMENT COVERAGE IS DESIGNED FOR THE FOLLOWING TYPES OF MERCHANTS: Auto Repair, Paint and Body Repair, Boat Repair, Motorcycle Repair, Motor-Home Repair, Transmission Repair, Auto Glass Install/Repair.
9. POINT-OF-SALE DEVICE PROGRAMMING. Merchant owns or leases or will own or lease point-of-sale electronic device for the purpose of electronically authorizing transactions at their premises. Each point-of-sale device of Merchant who desires to obtain the services must be

initially programmed. Nuvei-EFT agrees to provide programming of the terminal via download of all required programs from our main host system, followed by contact with a terminal support representative as necessary.

10. VIRTUAL TERMINAL. If Merchant has marked the Virtual Terminal option box on the application form of this Agreement then Merchant wishes to use the Nuvei-EFT Virtual Terminal in place of a traditional point of sale terminal. Nuvei-EFT's Virtual Terminal performs the basic functions of a traditional point of sale terminal, as it pertains to check Verification/Guarantee services. Merchant may utilize a compatible 3.5 inch printer or standard PC printer to print receipts. The Nuvei-EFT Virtual Terminal requires a Windows Operating System. Merchant is responsible for all telecommunication fees and charges, including but not limited to telephone fees associated with and related to the use of the Nuvei-EFT Virtual Terminal Software.
11. ACH DEBIT/CREDIT AUTHORIZATION. Merchant hereby grants authorization to Nuvei-EFT to credit and/or debit Merchant's checking account for billing fees imposed and for claim reimbursement payments. Merchant agrees to provide a voided check with the agreement or provide accurate bank information to allow for proper and accurate coding of route and transit numbers along with DDA numbers. All Debit/Credit entries, which are not honored by Bank, will be subject to a $25.00 service fee per occurrence, which will be imposed by Nuvei-EFT.