

Product Schedule

Rogers Business Point of Sale

This Rogers Business Point of Sale Schedule (“**RPOS Schedule**”) sets out the additional terms and conditions applicable to the Customer’s subscription to the Services described herein. This RPOS Schedule is a “Schedule” to and forms an integral part of the Master Business General Terms (the “**Terms**”) which govern Customer’s use of the Services. Customer agrees to be bound by the terms and conditions set out in the Terms, which include, without limitation, this RPOS Schedule and the Rogers Business Agreement. Capitalized terms used in this RPOS Schedule but not defined herein shall have the meanings ascribed to them in the Terms.

1. **Product Description.** This RPOS Schedule pertains to the “Rogers Business Point of Sale” offering which delivers access to a payments solution (“**RPOS**”). RPOS is facilitated by a “Clover” point of sale terminal and/or application (the “**Equipment**”) which in turn enables Customer to process payments made by credit and debit card, including by chip card, PIN, tap and contactless payment (the “**Payment Processing**”). Rogers provides Customer with access to the Equipment, related support services and onboarding assistance (“**Equipment Services**”) in exchange for a monthly rental fee. Certain Equipment Services will be provided by Peloton Technologies Inc. (“**Peloton**”) and/or Fiserv Canada Ltd. (“**Fiserv**”). Customer will contract for the Payment Processing directly with Fiserv.
2. **Equipment Description.** The available Equipment (with each of their features) are described in Table 1 below.

Table 1: Equipment and Features

Clover Flex Pocket	Clover Flex	Clover Mini
✓ Mobile	✓ Mobile	✓ Desktop / Countertop device
✓ Accepts all major payment types	✓ Accepts all major payment types	✓ Accepts all major payment types
✓ No printer / Paperless	✓ Thermal printer	✓ Thermal printer
✓ Text or email receipts	✓ WiFi or cellular connectivity	✓ WiFi or cellular connectivity
✓ WiFi or cellular connectivity	✓ 8-hour battery life	✓ 15-minute battery backup
✓ 8+ hour battery life	✓ Wireless capability via USB-C charge	✓ Plug-in device
✓ Wireless capability via USB-C charge	✓ 6-inch HD display	✓ 8-inch HD display
✓ 6-inch HD display	✓ Automated close-out	✓ Automated close-out
✓ Automated close-out	✓ Access to Clover Dashboard	✓ Access to Clover Dashboard
✓ Access to Clover Dashboard		✓ Can be tethered to second Clover Mini
✓ Light-weight design		

3. **Equipment Rental.** Equipment entitlement and pricing is specified in Exhibit A to this RPOS Schedule. Equipment is rented to Customer by Rogers on a month-to-month basis and Rogers may change the monthly rental fee(s) for the Equipment at any time on 30 days’ prior written notice to Customer. Rogers may also offer direct sale of the Equipment to Customer.
4. **Equipment Software.** Software for the Equipment is available through the Clover Dashboard through which Customer can assess the payment software required for the Payment Processing and operation of the Equipment.
5. **Equipment Software Marketplaces.** Customer can purchase a variety of “enhanced” Fiserv software applications (“**Clover Enhanced Software**”) and additional third-party software applications (“**Third-**

Party Software") through the "Clover Dashboard" and/or "Clover App Market" ("**Software Marketplaces**"). All terms and conditions for any Clover Enhanced Software or Third-Party Software will be provided by Fiserv and/or a third-party, as applicable, and any fees and charges will be invoiced directly to Customer by Fiserv or the third-party licensor as applicable.

6. **Payment Processing Credit Check.** Prior to providing Customer with Equipment, Customer must be approved by Fiserv for the Payment Processing, which will require a credit check conducted by Fiserv.
7. **Equipment Delivery.** Upon receiving approval from Fiserv, Rogers will have the Equipment delivered to Customer's address by courier unless other arrangements are made between Customer and Peloton and/or Fiserv. Rogers shall have no liability to Customer whatsoever for any withheld, misplaced, missed, delayed or otherwise failed delivery of the Equipment or for any Equipment that is damaged, lost or stolen in the course of Fiserv's and/or Peloton's delivery or once delivered. If Customer is renting the Equipment from Rogers, title to the Equipment is not transferred to Customer upon delivery or acceptance of the Equipment by Customer and Customer's sole right to the Equipment is to use the Equipment subject to the terms and conditions of the Agreement and any other applicable agreement between Customer and Peloton and/or Fiserv.
8. **Packages.** Customer is entitled to the applicable RPOS package Customer has chosen as described in Exhibit A.
9. **Billing.** The monthly rental fee(s) for the Equipment is invoiced by Rogers in advance and commencing on the date the Equipment is activated by Customer through the Clover Dashboard (the "**Service Effective Date**"). In the first month, Charges will be prorated for the number of days in the month after the Service Effective Date. For clarity, any fees, charges or holdbacks related to the Payment Processing, if and as applicable, will be managed by Fiserv directly with Customer.
10. **Customer Support.** Rogers will provide Customer with Equipment Services related to Charges and initial Equipment troubleshooting. Customer will be transferred by a Rogers customer representative to a Peloton and/or Fiserv customer service representative for other Equipment Services and/or any other inquires and/or support required beyond the aforementioned.
11. **Data Sharing.** Customer acknowledges and agrees that Fiserv and/or Peloton may share Customer Payment Processing information with Rogers and/or its Affiliates in connection with the provision of RPOS, Equipment Services, Payment Processing or ancillary services thereto.
12. **Customer Obligations.** In addition to Customer's other obligations set forth in this Agreement, Customer will:
 - (i) use the Equipment Services and Equipment in accordance with the Agreement and any and all user documentation and/or specifications related to the Equipment Services and Equipment provided to Customer by Rogers, Peloton and/or Fiserv;
 - (ii) use the Payment Processing in accordance with the applicable Fiserv terms and conditions;
 - (iii) use the Clover Enhanced Software and Third-Party Software in accordance with their applicable terms and conditions;
 - (iv) not resell, remarket, transfer, assign or otherwise share any of the (i) Equipment Services or Equipment, unless specifically authorized under the Agreement, or (ii) Payment Processing, Clover Enhanced Software or Third-Party Software unless specifically authorized under the applicable terms and conditions;
 - (v) provide all necessary infrastructure, internet and WiFi connectivity, power supply and any other facilities required for the use and operation of the Equipment on the Customer premises;

- (vi) take reasonable care of the Equipment and will not physically damage, alter, modify or otherwise tamper with, or allow anyone else to tamper with, the Equipment without Rogers' express and prior authorization;
- (vii) secure Customer's premises and ensure that all Equipment is monitored during Customer's business hours, and turned off after business hours, to minimize the risk of unauthorized use;
- (viii) not relocate or remove the Equipment from the address(es) indicated on Customer's Rogers account without Rogers' express and prior authorization (except where normal use of the Equipment requires removal on a temporary basis);
- (ix) secure any payment card data and any and all other personal information of Customer's customers to minimize the risk of unauthorized access; and
- (x) permit Rogers, Peloton and/or Fiserv or any of their respective Representatives to access Customer's premises for the purposes of inspecting, examining, upgrading, maintaining and/or repairing the Equipment at all reasonable times.

13. **Return of Equipment.** Once the Payment Processing has expired or is terminated, Customer must return the Equipment to Fiserv at Customer's expense within 30 days after cancellation takes effect, otherwise an unreturned equipment fee will be charged to Customer.

14. **NO WARRANTY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT AND EQUIPMENT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITHOUT WARRANTY BY ROGERS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, QUALITY, ACCURACY, RELIABILITY, TIMELINESS, AVAILABILITY, UPTIME OR SECURITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ROGERS DOES NOT WARRANT THAT: (I) THE EQUIPMENT OR EQUIPMENT SERVICES COMPLY WITH THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS; (II) THE EQUIPMENT SERVICES WILL NOT BE TERMINATED, SUSPENDED, RESTRICTED, DELAYED, INTERRUPTED OR INCUR ERROR; (III) THE EQUIPMENT WILL BE COMPATIBLE OR WORK WITH ANY SOFTWARE, EQUIPMENT, SYSTEM OR OTHER SERVICES PROVIDED BY CUSTOMER, ROGERS, PELOTON, FISERV OR ANY OTHER THIRD-PARTY; OR (IV) USE OF THE EQUIPMENT AND EQUIPMENT SERVICES IS SECURE NOR WITHOUT RISK OF A SECURITY BREACH OR COMPROMISE. IN ADDITION TO THE ABOVE, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PAYMENT PROCESSING, CLOVER ENHANCED SOFTWARE AND THIRD-PARTY SOFTWARE IS NOT PROVIDED BY ROGERS AND ROGERS IS NOT PROVIDING ANY WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, QUALITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, QUALITY, ACCURACY, RELIABILITY, TIMELINESS, AVAILABILITY, UPTIME OR SECURITY AND ANY WARRANTY ADDRESSED IN SUBSECTION (I) THROUGH (IV) OF THIS PARAGRAPH.**

15. **DISCLAIMER.** THE ROGERS GROUP SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD-PARTY FOR ANY ASPECT OF THE EQUIPMENT OR EQUIPMENT SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO THE EXTENT CAUSED BY OR ARISING OUT OF: (I) ANY EQUIPMENT THAT IS LOST, STOLEN, DAMAGED, MODIFIED OR TAMPERED WITH; (II) ANY SECURITY BREACH OR COMPROMISE OF THE PAYMENT PROCESSING, CLOVER ENHANCED SOFTWARE, THIRD-PARTY SOFTWARE, EQUIPMENT OR EQUIPMENT SERVICES; (III) THE FUNCTIONALITY OR PERFORMANCE OF ANY PAYMENT PROCESSING, CLOVER ENHANCED SOFTWARE AND/OR THIRD-PARTY SOFTWARE; (IV) CUSTOMER'S DEFAULT, NEGLIGENCE, ACT OR OMISSION IN THE USE AND/OR OPERATION OF THE PAYMENT PROCESSING, CLOVER ENHANCED SOFTWARE, THIRD-PARTY SOFTWARE, EQUIPMENT AND/OR EQUIPMENT SERVICES OR (V) CUSTOMER'S USE, INTENDED USE OR COMBINATION OF THE EQUIPMENT AND/OR EQUIPMENT SERVICES WITH ANY OTHER SERVICE, PRODUCT AND/OR EQUIPMENT

WHICH INFRINGES THE INTELLECTUAL PROPERTY, INDUSTRIAL, CONTRACTUAL, PRIVACY OR ANY OTHER RIGHTS OF ANY THIRD PARTY. IN ADDITION TO THE ABOVE, IN NO EVENT WILL THE ROGERS GROUP BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY FUNDS TRANSACTED THROUGH THE EQUIPMENT, EQUIPMENT SERVICES, PAYMENT PROCESSING, CLOVER ENHANCED SOFTWARE, AND/OR THIRD-PARTY SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY DISPUTED, FRAUDULENT OR UNAUTHORIZED TRANSACTIONS.

EXHIBIT A
RPOS PACKAGES AND PRICING

STANDALONE PACKAGE*					
	Fee Per MID** Per Month	Credit Card Transaction Fee (% + \$) per Successful Transaction	Debit Transaction Fee (\$) per Successful Transaction	Equipment Included	
				Clover Flex or Clover Pocket Flex	Clover Mini
Fixed	\$40.00	2.65% fixed fee	\$0.15	1	0

MULTI-PRODUCT PACKAGE*					
	Fee Per MID** Per Month	Credit Card Transaction Fee (% + \$) per Successful Transaction	Debit Transaction Fee (\$) per Successful Transaction	Equipment Included	
				Clover Flex or Clover Pocket Flex	Clover Mini
Fixed	\$35.00	2.50% fixed fee	\$0.10	1	0
Variable	\$45.00	(interchange fee + 0.30%) + \$0.08	\$0.08	1	0
Bespoke***	***\$0.0x	** (interchange fee + 0.xx%) + \$0.0x	**\$0.0x	1	0

* All packages include the following software: the Clover Dashboard, the Clover App Marketplace and the Clover Go App.

***"MID" means merchant ID, which is a unique identifier attached to Customer's service location, regardless of ownership. One or many different Equipment may service a MID.

***Rates to be determined at time of sale.

Note: Customer is entitled to one piece of Equipment with any "Fixed" or "Variable" package (either the Clover Flex Pocket or Clover Flex). If Customer prefers to rent the Clover Mini rather than the aforementioned options, Customer can pay an additional monthly hardware upgrade fee. Customer can also add additional Equipment to their package for an additional monthly rental fee.