

This Genius Gift Card Addendum ("**Addendum**") is incorporated into and forms part of the Merchant Processing Agreement or Bank Card Merchant Agreement (as applicable) between Worldpay, LLC ("**Worldpay**") and Merchant (the "**Agreement**"). For purposes of this Addendum, "**Global**" means Heartland Payment Systems, LLC d/b/a Global Payments, an affiliate of Worldpay. "**Processor**" means Worldpay, LLC and, solely with respect to the Genius Gift Card Services, any Processor Affiliate that makes available, administers, supports, provides, or performs any portion of the Genius Gift Card Services. References in this Addendum to Processor include such Processor Affiliates unless the context requires otherwise. Except as otherwise expressly provided herein, references to "**Heartland**" in any legacy documentation relating to the Genius Gift Card Services shall be deemed references to Processor. Merchant acknowledges that Member Bank is not a party to this Addendum and shall have no obligations or liability hereunder. "**Processor Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with Worldpay.

1. **Genius Gift Card Services.** Processor may make available gift card, stored value, loyalty, rewards, consumer engagement, cardholder account management, gift card processing, gift card program administration, website, mobile, reporting, fulfillment, and related products, services, software, functionality, content, and support in connection with the Genius platform (collectively, the "**Genius Gift Card Services**"). The Genius Gift Card Services may include the processing of transactions made with gift cards, promotional cards, rewards cards, prepaid cards, stored value cards, and other card products approved by Processor. The Genius Gift Card Services are not consultative services and are not intended to provide legal, tax, accounting, labor, employment, regulatory, unclaimed property, or other professional advice. Merchant remains solely responsible for determining and complying with all legal, regulatory, tax, accounting, labor, employment, consumer protection, privacy, data security, gift card, stored value, rewards, and unclaimed property obligations applicable to its business and gift card program.
2. **Merchant Responsibilities.**
 - 2.1. Merchant shall: (a) provide information reasonably requested by Processor in connection with the Genius Gift Card Services; (b) obtain, maintain, and support all point-of-sale systems, equipment, hardware, software, connectivity, integrations, and other resources necessary for Merchant's use of the Genius Gift Card Services; (c) maintain all records required by applicable law and its business practices; (d) promptly notify Processor of any actual or suspected unauthorized activity, fraud, misuse, security incident, or compromise relating to the Genius Gift Card Services or any gift card program; (e) comply with all applicable laws, rules, and regulations relating to the issuance, sale, redemption, administration, and operation of its gift card program; and (f) comply with Processor's reasonable operational, technical, security, and program requirements communicated from time to time.
 - 2.2. Merchant shall be solely responsible for procuring all gift cards, card stock, packaging materials, collateral materials, and related inventory from vendors approved or supported by Processor, if applicable. Merchant acknowledges and agrees that Processor is not responsible for Merchant's compliance with any unclaimed property, escheatment, abandoned property, consumer protection, gift card, loyalty, rewards, prepaid access, or similar legal requirements relating to Merchant's gift card program. Merchant is solely responsible for establishing, maintaining, administering, and communicating the terms and conditions applicable to its gift card program and for ensuring that such terms and conditions comply with applicable law.
3. **Use of Merchant Name and Marks.** Merchant grants Processor a non-exclusive, royalty-free license during the term of this Addendum to use Merchant's name, trade names, logos, trademarks, service marks, and related branding materials solely as reasonably necessary to provide, administer, support, market, fulfill, and operate the Genius Gift Card Services, including in connection with gift card production, fulfillment, packaging, reporting, cardholder websites, mobile applications, promotional materials, and related program administration. Merchant represents and warrants that it has all rights necessary to grant the foregoing license and to provide any artwork, branding, content, or materials supplied by Merchant for use in connection with the Genius Gift Card Services.

Merchant retains all right, title, and interest in and to its trademarks and other intellectual property, except for the limited license granted herein.

4. **Fees and Payment.** Merchant shall pay all fees, charges, assessments, costs, and expenses applicable to the Genius Gift Card Services, including any fees set forth in the Agreement, an applicable pricing schedule, order form, application, invoice, or other documentation provided by Processor. Merchant authorizes Processor to collect all amounts due in connection with the Genius Gift Card Services through ACH debit, deduction from settlement proceeds, or any other payment method authorized under the Agreement. Merchant shall also be responsible for all applicable taxes, assessments, tariffs, duties, or similar governmental charges arising from its receipt or use of the Genius Gift Card Services, excluding taxes imposed on Processor's net income. The fees and charges applicable to the Genius Gift Card Services are separate from, and in addition to, all other fees, charges, assessments, costs, and expenses payable by Merchant under the Agreement, whether or not related to the Genius Gift Card Services.
5. **Changes to Fees and Operational Requirements.** Processor may modify fees, operational requirements, technical specifications, program features, procedures, documentation, supported functionality, security requirements, processing requirements, or other aspects of the Genius Gift Card Services from time to time upon notice to Merchant in accordance with the Agreement. Merchant acknowledges that the Genius Gift Card Services may evolve over time and that continued use of the Genius Gift Card Services following the effective date of a change constitutes acceptance of such change to the extent permitted under the Agreement. If Merchant does not agree to a change for which the Agreement provides a termination right, Merchant may exercise such termination right in accordance with the Agreement.
6. **Indemnification.** Merchant shall indemnify, defend, and hold harmless Processor, Member Bank, Processor's affiliates, licensors, vendors, service providers, contractors, and each of their respective officers, directors, employees, agents, successors, and assigns (collectively, the "**Processor Parties**") from and against any and all proceedings, claims, demands, actions, losses, liabilities, damages, fines, penalties, assessments, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or relating to: (a) Merchant's use of the Genius Gift Card Services; (b) Merchant's gift card, stored value, loyalty, rewards, or promotional card programs; (c) Merchant's failure to comply with applicable laws, rules, regulations, or governmental requirements relating to the Genius Gift Card Services or Merchant's gift card program, including consumer protection, privacy, data security, prepaid access, unclaimed property, abandoned property, and escheatment requirements; (d) any actual or alleged violation of the rights of any cardholder or other third party arising from Merchant's operation of its gift card program; (e) any content, branding, trademarks, logos, artwork, card designs, disclosures, terms and conditions, promotions, or materials provided by or on behalf of Merchant; or (f) any breach of this Addendum by Merchant. This Section supplements, and does not limit, Merchant's indemnification obligations under the Agreement, and all indemnification rights, remedies, and protections available to the Processor Parties under the Agreement shall remain in full force and effect and are cumulative.
7. **Limitation of Liability.** The Genius Gift Card Services are provided subject to the disclaimers, exclusions, limitations of liability, risk allocations, defenses, rights, remedies, and liability caps set forth in the Agreement, all of which are incorporated herein by reference and shall apply to the Genius Gift Card Services. Nothing in this Addendum shall expand Processor's liability, create any additional obligations or warranties on the part of Processor, reduce any exclusion or limitation of liability available to Processor, or otherwise limit any defense, protection, disclaimer, remedy, or right available to Processor under the Agreement or applicable law. Without limiting the foregoing, and notwithstanding anything to the contrary in this Addendum, in no event shall the aggregate liability of Processor, its affiliates, licensors, vendors, service providers, contractors, suppliers, and their respective officers, directors, employees, and agents arising out of or relating to the Genius Gift Card Services exceed Ten Thousand Dollars (\$10,000). The parties acknowledge and agree that the foregoing amount is a maximum limit only and shall not be construed as an admission that any liability exists or that any greater amount would otherwise be recoverable under the Agreement. To the extent multiple limitations, exclusions,

defenses, or liability caps may apply, the provision affording Processor, Member Bank, and their affiliates the greatest protection and the broadest limitation of liability shall govern.

8. **Term and Termination.** This Addendum shall become effective on the Addendum Effective Date and shall remain in effect until terminated in accordance with this Section or upon termination of the Agreement. Processor may suspend or terminate Merchant's access to all or any portion of the Genius Gift Card Services immediately upon notice if: (a) Merchant breaches this Addendum or the Agreement; (b) Merchant fails to pay amounts due in connection with the Genius Gift Card Services; (c) Processor reasonably determines that Merchant's use of the Genius Gift Card Services violates applicable law, creates operational, regulatory, reputational, fraud, security, or financial risk, or may adversely affect the Genius Gift Card Services, Processor, or other Processor customers; (d) Merchant experiences a security incident, system compromise, fraud event, or other circumstance that may affect the security or integrity of the Genius Gift Card Services; or (e) Processor ceases making available the Genius Gift Card Services. Nothing in this Addendum limits any suspension or termination rights available to Processor under the Agreement.
9. **Effect of Termination.** Upon expiration or termination of this Addendum: (a) Merchant shall immediately cease using the Genius Gift Card Services; (b) Merchant shall remain responsible for all fees, charges, liabilities, and obligations arising prior to the effective date of termination; (c) except as expressly required by applicable law, Merchant shall not be entitled to any refund of fees, charges, or other amounts paid or payable in connection with the Genius Gift Card Services; (d) Processor may discontinue access to any software, websites, platforms, reporting tools, cardholder portals, mobile applications, or other functionality associated with the Genius Gift Card Services; and (e) Merchant shall remain solely responsible for all gift card balances, cardholder obligations, consumer claims, unclaimed property obligations, escheatment obligations, and other liabilities relating to Merchant's gift card program. If Merchant terminates the Gift Card Services or this Addendum prior to the expiration of the then-current term of the Agreement, other than pursuant to an express termination right set forth in the Agreement or this Addendum, Merchant shall pay Processor an early termination fee equal to three (3) months of recurring fees then payable for the Genius Gift Card Services for each affected Merchant location. Processor may collect such amounts pursuant to the Agreement, including by ACH debit, deduction from settlement proceeds, offset, or any other remedy available under the Agreement. Merchant's obligation to pay such early termination fee shall survive termination of this Addendum. Upon Merchant's written request following termination and subject to Merchant's payment in full of all amounts owed to Processor, Processor may, in its sole discretion, make available to Merchant a file containing gift card account information maintained by Processor in connection with Merchant's gift card program. Any such file shall be provided in Processor's then-current format and shall be subject to Processor's then-current procedures, technical requirements, and applicable fees. Merchant shall remain solely responsible for retaining and maintaining any records required by applicable law following termination and shall indemnify, defend, and hold harmless the Processor Parties from and against any claims, liabilities, losses, damages, costs, or expenses arising out of or relating to any gift card balances, gift card accounts, or Merchant's administration of its gift card program following termination of the Genius Gift Card Services.

10. Miscellaneous.

- 10.1. **Proprietary Rights.** Merchant acknowledges and agrees that the Genius Gift Card Services, including all software, systems, platforms, websites, reporting tools, documentation, technology, content, processes, methodologies, and related intellectual property used in connection therewith, are proprietary to Processor, its affiliates, licensors, vendors, or service providers. Except for the limited right to use the Genius Gift Card Services during the term of this Addendum and in accordance with the Agreement and this Addendum, Merchant acquires no ownership, intellectual property, or other proprietary rights in or to the Genius Gift Card Services. Merchant shall not copy, modify, distribute, sublicense, lease, sell, reverse engineer, decompile, disassemble, create derivative works from, or otherwise attempt to derive the source code or underlying functionality of any portion of the Genius Gift Card Services except to the extent

expressly permitted by applicable law. Processor, its affiliates, and their respective licensors reserve all rights not expressly granted herein.

- 10.2. Relationship to Agreement; Construction.** This Addendum does not, and shall not, be construed to modify any term or condition of the Agreement and only serves to supplement the Agreement, the terms of which are expressly incorporated herein by this reference. Except as expressly provided herein, the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between any term of the Agreement and this Addendum, this Addendum shall control solely with respect to the Genius Gift Card Services. Nothing in this Addendum shall limit, restrict, or otherwise affect any rights or remedies available to Processor under the Agreement, all of which are expressly reserved. Processor may exercise any right, remedy, privilege, or protection available to Processor or its affiliates under this Addendum individually or jointly with such affiliates. In addition, Processor's affiliates shall have the right to exercise operational, compliance, risk management, collection, account administration, and other rights or remedies relating to the Genius Gift Card Services as if such affiliate were Processor for purposes of such rights and remedies. Notwithstanding anything to the contrary, an affiliate's provision of Genius Gift Card Services shall be deemed to signify such affiliate's acceptance of this Addendum, including the terms and conditions herein.
- 10.3. Use of Data.** Without limiting any other rights of Processor or its affiliates, Merchant authorizes Processor and its affiliates, service providers, contractors, licensors, and vendors to collect, access, use, store, process, disclose, transfer, and otherwise handle information relating to Merchant, Merchant's gift card program, gift card accounts, cardholders, transactions, balances, redemptions, websites, applications, and related activities to provide, administer, support, maintain, improve, protect, and operate the Genius Gift Card Services and as otherwise permitted under the Agreement. Merchant represents and warrants that it has obtained all rights, notices, disclosures, and consents necessary to permit the foregoing.
- 10.4. No Claims Against Affiliates.** Merchant acknowledges and agrees that the Genius Gift Card Services may be provided, administered, supported, or performed by one or more Processor affiliates. To the fullest extent permitted by applicable law, Merchant's rights and remedies relating to the Genius Gift Card Services shall be solely against Processor. Merchant shall not assert, bring, or maintain any claim, action, proceeding, or cause of action against Heartland Payment Systems, LLC d/b/a Global Payments, any other Processor affiliate, or any of their respective officers, directors, employees, agents, contractors, licensors, service providers, successors, or assigns arising out of or relating to the Genius Gift Card Services, this Addendum, or Merchant's use of the Genius Gift Card Services. Any claim arising out of or relating to the Genius Gift Card Services shall be brought solely against Processor and shall remain subject to all limitations, exclusions, disclaimers, defenses, and other protections applicable under the Agreement and this Addendum. Processor's affiliates are intended third-party beneficiaries of this Section and may enforce this Section directly against Merchant.
- 10.5. Disclaimer of Warranties; Availability of Services.** THE GENIUS GIFT CARD SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROCESSOR, ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTRACTORS, AND SUPPLIERS DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, OR RESULTS TO BE ACHIEVED FROM USE OF THE GENIUS GIFT CARD SERVICES. PROCESSOR DOES NOT REPRESENT OR WARRANT THAT THE GENIUS GIFT CARD SERVICES WILL BE UNINTERRUPTED, AVAILABLE AT ALL TIMES, SECURE, ERROR-FREE, OR FREE FROM DELAYS, DEFECTS, VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS. PROCESSOR DOES NOT GUARANTEE THAT ANY GIFT CARD TRANSACTION, GIFT CARD BALANCE, ACCOUNT RECORD, WEBSITE, PORTAL, REPORT, FILE, OR OTHER FUNCTIONALITY WILL BE AVAILABLE, PROCESSED, MAINTAINED, OR DELIVERED WITHOUT INTERRUPTION OR ERROR. Merchant acknowledges that scheduled maintenance, emergency maintenance, system outages, telecommunications failures, internet disruptions, third-party service interruptions, security events, force

majeure events, and other events beyond Processor's reasonable control may result in the temporary unavailability, suspension, delay, degradation, or interruption of the Genius Gift Card Services. Processor shall have no liability for any losses, damages, costs, expenses, lost profits, lost revenue, lost goodwill, lost gift card sales, loss of data, or other claims arising out of or relating to any downtime, interruption, delay, degradation, or unavailability of the Genius Gift Card Services.

- 10.6. **Optional Widget Services.** Processor may make available a gift card registration widget, application programming interfaces, software development kits, hosted webpages, consumer-facing portals, websites, mobile functionality, developer tools, or similar products and functionality relating to the Genius Gift Card Services (collectively, the "**Widget Services**"). Merchant's use of any Widget Services is subject to any additional license terms, technical specifications, developer requirements, documentation, operational requirements, or policies made available by Processor from time to time. If Merchant elects to use any Widget Services, Merchant shall comply with all such requirements and shall ensure that its employees, agents, contractors, service providers, and developers comply with the same. Processor reserves the right to modify, suspend, discontinue, replace, or impose additional requirements relating to any Widget Services at any time. Any additional terms applicable to the Widget Services, including those set forth in Exhibit "A" to this Addendum, are incorporated herein by reference and shall form part of this Addendum.

EXHIBIT A
WIDGET SERVICES TERMS

1. **Widget Services.** Processor may make available a gift card registration widget, application programming interfaces, software development kits, hosted webpages, consumer-facing portals, websites, mobile functionality, developer tools, and related products, software, content, and functionality relating to the Genius Gift Card Services (collectively, the "Widget Services"). Merchant may use the Widget Services solely in connection with Merchant's authorized use of the Genius Gift Card Services and subject to the terms of the Agreement, the Addendum, and this Exhibit.
2. **License Grant.** Subject to Merchant's compliance with the Agreement, the Addendum, and this Exhibit, Processor grants Merchant a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the term of the Addendum to access, use, and publicly display the Widget Services solely by embedding, integrating, or otherwise making available the Widget Services on Merchant's websites, applications, and other approved channels in connection with Merchant's authorized use of the Genius Gift Card Services and for use by Merchant's customers. This license is limited solely to Merchant's use of the Widget Services as expressly permitted herein and does not convey to Merchant any ownership interest or other right in the Widget Services or any component thereof. Upon termination of the Addendum, Merchant's rights to use the Widget Services shall immediately terminate.
3. **Restrictions.** Merchant shall not, and shall not permit any third party to:
 - 3.1. modify, adapt, translate, copy, or create derivative works of the Widget Services;
 - 3.2. reverse engineer, decompile, disassemble, or otherwise attempt to derive source code, object code, trade secrets, or underlying functionality from the Widget Services;
 - 3.3. sublicense, distribute, lease, rent, assign, sell, transfer, outsource, or otherwise make the Widget Services available to any third party except as expressly authorized by Processor;
 - 3.4. use the Widget Services in violation of applicable law or in a manner inconsistent with the Agreement, the Addendum, or Processor's documentation;
 - 3.5. remove, obscure, or alter any proprietary notices contained in the Widget Services;
 - 3.6. use the Widget Services in any manner that could interfere with, impair, disrupt, or compromise the security, integrity, or operation of the Widget Services or any Processor system; or
 - 3.7. use any open source software, code, libraries, or materials in conjunction with the Widget Services in any manner that would require the Widget Services, or any portion thereof, to be disclosed, licensed, distributed, or otherwise made available in source code form or subject to any open source licensing obligations not expressly approved by Processor. For purposes of this Section, "open source" includes software subject to the GNU General Public License, GNU Lesser General Public License, Affero GPL, or similar licenses.
4. **Access Credentials.** Processor may require Merchant to use credentials, API keys, tokens, passwords, certificates, or other authentication mechanisms to access the Widget Services. Merchant is responsible for maintaining the confidentiality and security of all such credentials and for all activity occurring through their use. Merchant shall promptly notify Processor of any actual or suspected unauthorized access to or use of the Widget Services. Merchant shall be responsible for all acts and omissions of any employee, contractor, developer, service provider, agent, or other person accessing or using the Widget Services through credentials issued to, or controlled by, Merchant, whether such access or use is authorized or unauthorized.
5. **Merchant Websites, Consumer Terms, and Compliance.** Merchant is solely responsible for its websites, applications, content, disclosures, privacy notices, consumer terms and conditions, policies, marketing materials, and communications relating to Merchant's gift card program and use of the Widget Services. Merchant shall maintain consumer-facing terms and conditions and privacy disclosures that comply with applicable law and adequately disclose Merchant's gift card program terms, data collection, data usage, and other matters required by applicable law. Merchant shall obtain all rights, permissions, notices, and consents necessary to permit the

operation of the Widget Services in connection with Merchant's websites, applications, and gift card program. Merchant shall ensure that all consumer-facing disclosures, privacy notices, terms of use, gift card terms and conditions, and similar documentation applicable to the Widget Services comply with applicable law and accurately describe Merchant's collection, use, storage, disclosure, and processing of information relating to consumers and gift card accounts.

6. **Modifications.** Processor may modify, update, upgrade, replace, suspend, discontinue, or remove all or any portion of the Widget Services at any time. Processor may require Merchant to implement updates, modifications, technical changes, revised integrations, or other requirements as a condition to continued use of the Widget Services. Merchant acknowledges that the features, functionality, content, and components of the Widget Services may change from time to time.
7. **Ownership.** The Widget Services, together with all related software, technology, documentation, content, trademarks, service marks, copyrights, patents, trade secrets, and other intellectual property rights, are and shall remain the exclusive property of Processor, its affiliates, licensors, and service providers. Except for the limited rights expressly granted under this Exhibit, no rights are granted or transferred to Merchant.
8. **Disclaimer.** THE WIDGET SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PROCESSOR, ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTRACTORS, AND SUPPLIERS MAKE NO REPRESENTATION OR WARRANTY THAT THE WIDGET SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR AVAILABLE AT ANY PARTICULAR TIME. ALL DISCLAIMERS, LIMITATIONS OF LIABILITY, EXCLUSIONS, AND OTHER PROTECTIVE PROVISIONS CONTAINED IN THE AGREEMENT AND THE ADDENDUM APPLY TO THE WIDGET SERVICES AND ARE INCORPORATED HEREIN BY REFERENCE.
9. **Termination.** Merchant's rights to use the Widget Services shall automatically terminate upon termination or expiration of the Addendum or Processor's discontinuation of the applicable Widget Services. Upon termination, Merchant shall promptly cease all use of the Widget Services and remove any Widget Services components from Merchant's websites, applications, and systems as directed by Processor.