

THIS GENIUS ADDENDUM (“Addendum”) is an addendum to the Merchant Processing Agreement or Bank Card Merchant Agreement (as applicable) between Worldpay, LLC (“**Worldpay**”) and Merchant (the “**Agreement**,” the terms of which are expressly incorporated herein by reference). This Addendum is effective as of the earlier of (i) the date Merchant elects to participate in Genius (defined below) via a signed Merchant Application or other contract document, or (ii) the date on which the services described herein are first provided to Merchant (the “**Addendum Effective Date**”). For purposes of this Addendum, “**Global**” means Heartland Payment Systems, LLC d/b/a Global Payments, an affiliate of Worldpay (where “**affiliate**” means an entity that directly or indirectly controls, is controlled by, or is under common control with Worldpay). Worldpay is making the Genius services available to Merchant through its affiliate, Global. These terms and conditions (“**Terms**”) apply to your receipt of Genius point of sale solutions (“**Genius**”) as described herein. Merchant expressly acknowledges and agrees that Member Bank is not a party to this Addendum and shall have no obligations or liability to Merchant hereunder.

1. **Description of Genius Solution.** Genius is an integrated, cloud-based point-of-sale solution that is designed to streamline and simplify the point-of-sale experience designed with varying functionality, and built utilizing the same back-office software, enabling a single access point across all Genius for Shops solutions.
2. **Equipment Requirements and Integration Restrictions.** Certified hardware or equipment that is approved and enabled for the use of Genius is required in order to utilize any of the Genius offerings. Global will not support any integration of Genius software or hardware with any third-party systems utilized by Merchant.
3. **License Grant and Use Restrictions.** Subject to the terms of this Addendum, Global hereby grants to Merchant a non-exclusive, non-assignable, non-sublicensable, limited and revocable license to access and use, and permit access and use by designated employees and agents, Genius, for the sole and exclusive purpose of enabling Global to provide Genius to Merchant. Global also grants to Merchant a non-exclusive, non-assignable, non-sublicensable, limited and revocable license to all applicable user guides, technical specifications, papers, and collateral materials related to Genius solely for internal training and technical support purposes in conjunction with Merchant's use of Genius. Merchant will not enhance, modify, decipher, decompile, disassemble, reverse engineer, or create derivative works of Genius software. Merchant agrees to prevent any unauthorized copying, use of, or distribution of Genius. Merchant shall not use Genius to commit fraud or for any illegal activities, to impersonate others, or in a way that would overburden the

provision of the services by Global or exceed the scope of the services Merchant has contracted to receive. Merchant represents and warrants that all transactions for which Merchant uses the services are transactions for permitted products or services and that any sales transactions will accurately describe the goods or services provided by Merchant. Global may provide subsequent releases of Genius software, but has no obligation to do so. Global is not responsible for maintaining Merchant's operating environment or for any effects or issues arising in connection with Merchant's operating environment or changes thereto. As between Merchant and Global and its affiliates and subsidiaries, Merchant acknowledges and agrees that Global and/or its affiliates and subsidiaries retains all right, title, and interest in and to all copyrights, trademarks, trade secrets, patents, and any other proprietary rights in and to Genius, including any software and application programming interfaces in connection therewith, and all content therein. Global may from time to time solicit, or Merchant may from time to time provide Global or its affiliates with feedback or suggestions on improvements or modifications to any of Global's services, and Merchant hereby assigns to Global and its affiliates the rights to use, share and/or implement such feedback or suggestions in their sole discretion, without any obligation or requirement to give credit or any form of payment to Merchant. Merchant shall not, directly or indirectly, export Genius, nor use nor offer Genius outside the United States. Merchant shall not, directly or indirectly, resell, assign, transfer, or distribute Genius. Merchant may not transfer or assign any rights granted to Merchant under this Addendum without Global's prior written consent. Merchant shall not use Genius to engage in any activity that may be in violation of any applicable laws, including the United States Department of Treasury's Office of Foreign Asset Control, including any sanctions lists maintained by such office.

- 4. Term, Termination, and Early Termination Fee.** This Addendum is coterminous with the Agreement and shall automatically terminate upon termination of the Agreement. Global may terminate Merchant's use of Genius in accordance with the Agreement or at any time, with or without cause. Upon Merchant's termination of Genius, Global may delete all of Merchant's data associated with Genius at any time. In the event that Merchant does not log into its Genius account for nine (9) months or more, Global may treat the account as inactive and permanently delete all data associated with Merchant's account. For Merchants receiving Genius solutions, in the event this Addendum is terminated by Merchant for any reason prior to the end of the term of the Agreement, or the account is deemed inactive in accordance with this section prior to the end of the term given in the Agreement, Merchant agrees to pay Global an

early termination fee in the amount of \$999.00 or the maximum amount permitted by applicable law (the “**Early Termination Fee**”).

5. **Fees, Billing, and Payment Terms.** Unless otherwise expressly set forth in the Agreement, monthly fees will be charged per terminal ID (“**TID**”), as applicable, as created within Genius. Monthly fees will begin to be assessed upon the sooner of: (1) Merchant’s terminal processing a live transaction of any kind; or (2) thirty days after a Merchant terminal is created in Genius, and will be assessed each subsequent month, on a per terminal basis, for each Merchant terminal which has access to Genius. Other transaction fees shall be assessed separately per the pricing, terms, and conditions set forth in the Agreement. Global may charge a fee of 1.5% per month on any outstanding fees, or the maximum amount permitted by law, whichever is lower, as well as any and all reasonable costs of collection, including reasonable attorneys’ fees, costs of arbitration, court costs, and/or collection agency fees. All fees set forth in this Addendum are exclusive of any fees related to any hardware or other equipment necessary for Merchant’s use of Genius. Global may, at its option, and to the full extent permitted by law, set off and apply any and all amounts it holds on behalf of Merchant that are owed to Global under this Addendum, or to any of Global’s affiliates under any other agreement with Merchant, against Merchant’s outstanding balance. Global’s remedies are cumulative, and may be exercised concurrently or separately. Any delinquent payments will be collected immediately, and if the first attempt to process payment for the fees is unsuccessful, Global may make a second attempt to process the payment. This second attempt may occur immediately, or may occur several days later, in Global’s sole discretion.
6. **Equipment Terms.** The terms of this Section 5 apply to the terminals, printers, readers, accessories, and/or any other hardware (the “**Equipment**”) provided by Global in connection with Genius for Shops.

- 6.1. **Equipment Programming, Shipping, and Installation.** Global will program Equipment for Authorization and appropriate draft capture. Global will ship the Equipment at Merchant’s expense to Merchant’s designated Location as set forth in the Merchant Application, or as otherwise documented in Global’s systems. Global will provide Merchant with a reasonable number of quick reference guides and/or user guides, as applicable, to help Merchant install the Equipment. Global may amend the quick reference guides and/or user guides as applicable to the equipment functionality. Merchant agrees to comply with all applicable instructions as set forth in the quick reference guides and/or user guides when

installing Equipment at the Location. Global may provide additional training as Global may deem necessary or appropriate. When additional training is deemed to be necessary by Global, Merchant will cooperate with Global in scheduling its employees for training at mutually convenient times and in making its employees available at the time scheduled. Promptly after the completion of such training at any Location or immediately upon receipt of the quick reference guides and/or user guides when training is not deemed necessary by Global, Global shall commence providing Genius through the Equipment installed and connected at such Location, subject to the further terms and conditions of this Addendum. The obligations of Global under this subsection shall not apply to third party Equipment except for third party Equipment that Global, in its sole discretion, elects to support.

6.2. Ownership of Leased and Purchased Equipment; Global Proprietary Items.

As used herein, “**Leased Equipment**” refers to Equipment provided to Merchant on a lease basis, and “**Purchased Equipment**” refers to Equipment purchased by Merchant from Global.

6.2.1. Leased Equipment. Leased Equipment is and shall remain the sole personal property of Global or its designated lessor (the “**Lessor**”) and will not be deemed for any purpose to be fixtures. Merchant shall not acquire any ownership interest in Leased Equipment. Lessor is Finova Capital, LLC or such other entity as Global may designate from time to time. All Leased Equipment must be promptly returned, at Merchant’s expense, at the expiration of the lease in accordance with the terms of the lease agreement (the “**Lease Agreement**”) or as otherwise requested by Global. Global shall have the right to affix or attach to all returned Leased Equipment a tag or label indicating its interest in such Equipment, and Merchant will not remove, or permit the removal of, any such tag or label. Merchant will not sell, lease, encumber, or otherwise dispose of any interest in any Leased Equipment, and the Leased Equipment must be kept free of all liens, claims, or encumbrances whatsoever. Merchant (i) shall at all times comply with the terms of the Lease Agreement, and (ii) acknowledges that Global is not a party to the Lease Agreement and shall have no liability for any claims, disputes, obligations, or liabilities arising under or related to the Lease Agreement. Lessor has no obligation to accept or enter into any Lease Agreement and may decline to do so at any time in its sole discretion. Lessor may take any action permitted under the Lease Agreement.

6.2.2. Purchased Equipment. Subject to all of the terms in this Addendum, Purchased Equipment shall become the property of Merchant upon full payment of the purchase price.

6.2.3. General Terms for All Equipment.

6.2.3.1. Delivery. Leased Equipment or Purchased Equipment (as applicable) will be shipped or otherwise delivered to the location designated by Merchant or as otherwise identified in Global's system of record. Merchant shall be responsible for providing accurate delivery instructions and any necessary access or permissions.

6.2.3.2. Risk of Loss. Risk of loss for any Equipment (Leased Equipment or Purchased Equipment) shall pass to Merchant upon delivery of the Equipment to the shipping point (e.g., FOB shipping point). Merchant assumes all risk of loss, damage, theft, or destruction from that point forward, regardless of whether the Equipment is in transit or has been received.

6.2.3.3. Billing. Global shall have a right to collect the purchase price for Purchased Equipment by debiting Merchant's account on file in accordance with Global's standard billing practices. For any Leased Equipment, Lessor (and not Global) will bill Merchant directly. Notwithstanding the immediately preceding sentence, Global shall still have a right to bill Merchant directly for any fees or services it provides, including in connection with Genius, as well as any software associated with the Equipment or any transactions processed in connection with such Equipment, and to collect such amounts as set forth in the Agreement.

6.2.3.4. Support and Disabling of Genius. Global reserves the right, in its sole discretion, to cease supporting Genius or any related software or functionality or to otherwise disable features or functionality from any Equipment at any time, including without limitation, in instances where the Agreement has expired or terminated, regardless of whether any Lease Agreement remains in effect. Without limiting Global's rights in the immediately preceding sentence, with respect to any Purchased

Equipment or Leased Equipment, all rights, title, and interest in and to any software, firmware, or other proprietary data or information of Global or its affiliates contained in or provided with the Equipment (collectively, the “**Global Proprietary Items**”) shall at all times remain the property of Global or its affiliates. Merchant shall not use, access, copy, or otherwise interact with any Global Proprietary Items except as expressly permitted under this Addendum. Upon the termination of the Addendum, or if Merchant ceases to receive services related to the Equipment, Merchant shall immediately contact Global to facilitate the removal of all Global Proprietary Items from any Purchased Equipment or Leased Equipment and shall provide Global with access to the applicable Equipment as reasonably required to effect such removal. Global may, in its sole discretion, proactively remove or disable any Global Proprietary Items from any such Equipment if Global determines that any services are not ongoing and Merchant shall cooperate with Global’s efforts to remove or disable such Global Proprietary Items.

7. **Account Security and Responsibility.** Merchant alone is responsible for establishing and maintaining the security and confidentiality of its Genius account credentials. Merchant is responsible for any use of and activity conducted on Merchant’s Genius account, regardless of whether or not Merchant has authorized such activity or use. Merchant will immediately notify Global of any unauthorized use of or access to Merchant’s account. Merchant acknowledges that Global does not have access to Merchant’s passwords and for security reasons, is only able to reset Merchant’s password.
8. **Compliance with Laws; Privacy; Data Use.** Merchant represents and warrants that its use of Genius complies with all applicable laws, rules, and regulations. Merchant alone is responsible for determining whether Genius is suitable for Merchant’s business in light of any applicable laws, rules, and regulations (including, without limitation, HIPAA, GLBA, data privacy laws, and PCI-DSS). Merchant agrees to the terms of and agrees to comply with all privacy policies and terms of use related to Genius that are posted by Global or made available by Global from time to time. Copies of privacy policies are also available on request. Global may view, copy, and internally distribute content from Merchant’s account to remediate issues, enhance Genius, and aggregate data.

9. Disclaimer of Warranties; Indemnification; No Third-Party Beneficiary.

- 9.1. Disclaimer of Warranties. GENIUS IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY REPRESENTATIONS, WARRANTIES, AND/OR OBLIGATION TO ALTER, UPGRADE, OR ENHANCE OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GLOBAL (AND ITS THIRD PARTY SUPPLIERS) DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, (A) ANY IMPLIED WARRANTIES AND CONDITIONS OF ACCURACY, USABILITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND/OR NON-INFRINGEMENT, AND (B) THAT ANY SOFTWARE OR SYSTEM WILL FUNCTION WITH ANOTHER SOFTWARE OR SYSTEM, OR THAT IT WILL FUNCTION UNINTERRUPTED OR ERROR-FREE. GLOBAL DOES NOT REPRESENT THAT GENIUS WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUS, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION, AND EXPRESSLY DISCLAIMS ANY LIABILITY RELATING THERETO. GLOBAL DOES NOT PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THIRD PARTY SERVICES, IF APPLICABLE. IF MERCHANT MAKES USE OF ANY THIRD-PARTY SERVICES IN CONJUNCTION WITH GENIUS UNDER THIS ADDENDUM, MERCHANT IS RESPONSIBLE FOR REVIEWING, UNDERSTANDING, AND ABIDING BY THE TERMS AND CONDITIONS OF THESE SERVICES.** Where applicable, all sales, use, tax, time clock, time tracking, and wage information are estimates only, may not be accurate, and should not be exclusively relied upon for any purpose. Global does not remit any sales or use taxes that Merchant may be required to charge its purchasers in any relevant jurisdiction. It is the Merchant’s sole responsibility to determine whether any specific tax applies to its business, and to calculate and timely remit such tax to the applicable taxing authority. Notwithstanding the foregoing, of Global is able to do so without obligation or cost to itself, Global will use commercially reasonable efforts to pass through to Merchant the benefit of any applicable manufacturer warranty on the Equipment for up to twelve (12) months from the date of purchase or lease of the Equipment (as applicable); provided, however, that Global makes no guarantee, representation, or assurance that any such manufacturer warranty will be available, transferable, or enforceable, and Merchant’s sole recourse for Equipment issues shall be directly with the manufacturer. For any issues with Equipment, Merchant may contact Global’s help desk for assistance, but Global’s support shall be limited to coordination or

basic troubleshooting and shall not constitute any warranty or assumption of liability.

- 9.2. Indemnification.** Merchant shall defend, indemnify, and hold harmless Global, its officers, employees, agents and affiliates from and against all claims, actions or demands, losses or liabilities, including without limitation any attorneys' fees and costs, made by any third party in connection with Merchant's breach of any of its obligations under this Addendum, including but not limited to Merchant's breach of its representations and warranties, its wrongful or improper use of Genius, or any data or security breach caused by the willful or negligent action of Merchant.
- 9.3. No Third-Party Beneficiary.** Under no circumstance shall any third party be considered a third party beneficiary of Merchant's rights or remedies under this Addendum or otherwise be entitled to any rights or remedies of Merchant under this Addendum.
- 10. Changes to Terms. THESE TERMS ARE SUBJECT TO CHANGE OR UPDATING BY GLOBAL AT ANY TIME WITHOUT PRIOR NOTICE. THE CHANGES MAY INCLUDE SUPERSEDING TERMS AND CONDITIONS OR SPECIFIC NOTICES, WHICH MAY BE PROVIDED THROUGH A CLICK WRAP LICENSE, BY POSTING ON GLOBAL'S WEBSITE, BY MESSAGE ON MERCHANT'S GENIUS ACCOUNT, OR BY SENDING NOTICE TO MERCHANT VIA MAIL OR EMAIL. MERCHANT SHOULD REVIEW ALL APPLICABLE GENIUS POINT OF SALE TERMS FROM TIME TO TIME TO BE AWARE OF ANY CHANGES THAT ARE MADE. MERCHANT'S CONTINUING USE OF GENIUS CONSTITUTES MERCHANT'S ACCEPTANCE OF ANY SUCH CHANGE OR UPDATE, ALL OF WHICH SHALL BECOME CONTROLLING WHEN POSTED.**
- 11. Electronic Signature and Regulatory Compliance.** This Addendum and all related electronic documents shall be governed by the provisions of Electronic Signatures in Global and National Commerce Act ("**E-Sign**"). By pressing "I Agree" or electronically signing this Addendum or any other applicable document incorporating this Addendum by reference or otherwise used in connection with Genius, Merchant agrees (i) the Addendum and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Addendum and related documents, (iii) that Merchant has the ability to print or otherwise store this Addendum and related documents, and (iv) to authorize Global to conduct an investigation of Merchant's and signer's credit history with various credit reporting

and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released. Merchant and each of its beneficial owners shall upon request provide any necessary information to Global to comply with any obligations Global may have under the Banking Secrecy Act, the USA PATRIOT Act, and the requirements and regulations of the United States Department of Treasury's Office of Foreign Asset Control.

- 12. Store and Forward Functionality.** In the event that Merchant chooses to enable the Store and Forward functionality within the Genius software, then this section shall apply. Global would like to ensure Merchant understands the increased potential for losses by utilizing the Batch Authorization Mode/Store and Forward option to operate the terminal. Batch Authorization Mode/Store and Forward is an option utilized to temporarily store card data in the terminal until a connection to authorize and process the card can be obtained. By storing card data in this manner, an authorization is not obtained prior to the sale to validate the acceptability of the card; therefore, Merchant has potentially increased its risk for losses after the product and/or service has exchanged hands. This is due to the possibility of chargebacks once Merchant's connection is established or losing transactions/batches before settlement occurs. Merchant is responsible for any and all losses that may occur as a result of processing using Batch Authorization Mode/Store and Forward, regardless of whether or not any hold or warning can be set on Merchant's terminal(s) and regardless of whether or not Merchant's transactions and/or transaction batches comply with card or acquirer rules and amounts. Additionally, Global may elect in its sole discretion, but is not required to, provide support and/or troubleshooting assistance in connection with Batch Authorization Mode/Store and Forward. In the event that Global does not provide such support, Merchant will be solely responsible for the support of Merchant's terminal's use of Batch Authorization Mode/Store and Forward capabilities. Global expressly disclaims any representations and/or warranties with respect to any support or troubleshooting assistance provided to Merchant hereunder. Please note: As per the requirements in applicable card schemes, an authorization must be obtained at the date of the transaction. Any transaction that cannot be authorized electronically is subject to a voice authorization; however, an authorization does not constitute a guarantee of payment and may still be subject to a dispute/chargeback. Merchant may find more information regarding this matter in the Agreement. Merchant agrees to batch within twenty-four (24) hours of the date of the transaction.

- 13. Relationship to the Agreement; Construction; Counterparts.** 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 with respect to Equipment and related software, and for clarity, with respect to any Equipment that utilizes Genius, the terms of this Addendum shall govern and supersede any contrary terms regarding equipment or Equipment in the Agreement. Nothing in this Addendum shall limit, restrict, or otherwise affect any rights or remedies available to Worldpay under the Agreement, all of which are expressly reserved. Worldpay may exercise any right, remedy, privilege or protection available to Worldpay or Global under this Addendum individually or jointly with Global. In addition, Global, in addition to Worldpay, shall have the right to conduct background checks, debit Merchant's account, and exercise any other regulatory or risk-based rights or remedies of Worldpay under the Agreement as if Global were Worldpay for purposes of such rights and remedies. Notwithstanding anything to the contrary, Global's provision of Genius shall be deemed to signify Global's acceptance of this Addendum, including the terms and conditions herein.