

This is an Addendum (this "Addendum") to the Merchant and/or ACH Origination Agreement (the "Agreement"), between _____, (the "Merchant"), ISO, and Bank/ODFI ("Bank") as defined in the Agreement.

This Addendum shall be deemed to be integrated into and added to the Agreement. The Addendum shall be fully subject to all the terms and conditions of the Agreement. This Addendum shall be additive to the Agreement and shall not limit or supersede any of the Agreement's terms. For any conflict between the Agreement and this Addendum, the Agreement shall control. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

As a condition of rendering the Services to Merchant, Merchant must execute this Addendum, making each of the acknowledgements, representations, warranties, and/or agreements contained herein.

Representations, Warranties and/or Acknowledgements.

- Merchant is engaged in selling products containing Hexahydrocannabinol (HHC) and has obtained any and all local, state, and federal licenses, registrations, and approvals required to conduct such business in the states where Merchant conducts business and where Merchant's customers reside.
- Merchant warrants and represents that the products containing HHC that it sells are derived from federally lawful hemp, meaning the plant *Cannabis sativa* L. harvested with under 0.3% delta-9 THC by a cultivator appropriately licensed to do so.
- All products containing HHC that are sold by Merchant contain HHC that is either: (i) naturally occurring and directly extracted or isolated from hemp; or (ii) semi-synthetic derived or synthesized from compounds directly extracted from hemp.
- No products that Merchant sells contain HHC that is created by a fully synthetic process. For the purposes of this Addendum, a "fully synthetic process" means created from materials that do not include hemp, or by bio or in-vitro synthesis.
- All products sold by Merchant qualify as "hemp" as defined in 7 USC §1639o, meaning they contain a delta-9 THC concentration no greater than 0.3% by dry weight.
- To the extent Merchant is approved to process card-not-present sales, Merchant attests it only sells HHC products online to consumers located in jurisdictions where both HHC and the product form are legal to sell online directly to consumers.¹ Merchant will ensure proper controls and protocols are in place for compliance with same, including, without limitation, geofencing.
- Merchant shall verify the age of all customers prior to final product delivery, and Merchant does not sell HHC or HHC-infused products to individuals that are not the lawful age to purchase those products where they reside. Merchant shall ensure proper controls and protocols are in place for compliance with same.
- Merchant maintains records of Certificates of Analysis for all products it sells, including those that contain HHC, and the Certificates of Analysis are available for access by ISO and customers at a minimum. ISO may request such Certificates of Analysis be made available online for such access.
- All HHC and HHC-infused products are manufactured in a state that affirmatively regulates the manufacture of those products.
 - For the purposes of this Addendum, "affirmatively regulate" means the state (i) requires manufacturers of those products to be licensed; (ii) imposes manufacturing standards upon licensees; (iii) requires testing of those products for cannabinoids, heavy metals, and residual solvents, at a minimum; and (iv) allows licensees to produce HHC or HHC-infused products for retail sale.
- The manufacturer or processor that extracted the HHC and/or manufactured the HHC-infused product possesses the requisite approvals to engage in such activities, including but not limited to a state license for the state in which it manufactures or processes such products.

¹ An independent legal analysis may be required from Merchant to support their products and jurisdictional limits.

- The HHC or HHC-infused products sold by Merchant are packaged and labeled as required by laws applicable to the jurisdiction in which such products are sold.²
- Merchant attests they will not sell any prohibited or unqualified products through services provided by ISO. Products can be considered prohibited and/or unqualified at ISO's sole discretion. Merchant understands any sales of prohibited or unqualified products through services provided by ISO can result in instant termination.
- Merchant understands it may be required to undergo, and agrees to undergo, additional due diligence with respect to the products sold.

Websites and URLs. Merchant agrees to disclose to ISO each and every URL it uses to sell its products or market its business to consumers. This includes an obligation to update ISO as to any new or changed URLs. Merchant acknowledges and agrees that ISO (or a vendor engaged by ISO) will monitor their URLs monthly, and that **Merchant will be charged a fee of \$15.00 per URL per month for such monitoring.**³ This fee will begin upon ISO's acceptance of the Agreement and shall continue for each full or partial month in which the Agreement is in effect. Merchant authorizes ISO to initiate debit entries for the foregoing fee on a monthly basis from the Operating Account or any other account authorized by the Agreement.

Miscellaneous.

- **Notice.** Merchant will immediately notify ISO and Bank in writing of any inquiry, investigation, complaint, charge, subpoena, claim, civil investigative demand, request for information, judgment, injunction, restraining order, cease and desist order, any similar judicial, quasi-judicial, administrative, or executive order, or any license or permit revocation or cancellation, by any local, state or federal law enforcement or regulatory agency, entity, or official in connection with or relating to Merchant's business including without limitation any complaints, charges or claims against Merchant by any customers of Merchant or by any local, state or federal official.
- **Indemnity.** In addition to the indemnity obligations set forth in the Agreement, Merchant will also indemnify and hold ISO and Bank harmless from and against any and all losses, costs, liabilities, damages and expenses (including attorneys' fees and collection costs) resulting from or incurred in connection with any breach of the Agreement including and as modified by this Addendum, and/or resulting from or incurred in connection with any inquiry, investigation, complaint, charge, subpoena, claim, or request for information of or against Merchant, or against or involving ISO or Bank in connection with Merchant, by any local, state or federal law enforcement or regulatory agency in connection with or relating to Merchant's business including without limitation any complaints, charges or claims by any customers of Merchant or by any local, state or federal official.
- **Termination.** Merchant understands that ISO or Bank may terminate the Agreement effective immediately in the event of any breach of this Addendum, upon an Event of Default, and/or as otherwise set forth in the Agreement.

Legal Advice. This Addendum is not legal advice to Merchant from Bank and/or ISO. Merchant is strongly encouraged to obtain its own legal counsel regarding matters of compliance in its business; however, Merchant shall be responsible for complying with Association Rules and Applicable Law, regardless of whether it chooses to obtain legal counsel, and may be required to provide legal opinions as may be provided herein or the Agreement.

Merchant:

By:

Print Name:

Its:

Dated:

² An independent legal analysis may be required from Merchant regarding product packaging and labels.

³ If Merchant is already undergoing monitoring as a result of sale of restricted products, ISO may waive fees associated with the monitoring services described herein, to the extent the same URLs are used for sale of such products.