

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 the business of offering firearm and/or firearm-related products.
- Merchant will, throughout the term of the Agreement, maintain, all local, state, and federal licenses, registrations, and approvals required to conduct such business in the locations where Merchant conducts business and where Merchant's customers reside.
- Merchant represents and warrants that all statements by Merchant on the Merchant Agreement regarding the products and services it sells, were and shall continue to be exhaustive, and all Merchant's statements on applications for such licenses, registrations, and approvals were and shall remain true. Merchant agrees to provide proof of the same to ISO upon request.
- Merchant understands that it is Merchant's ultimate responsibility to be aware of and comply with Association Rules and Applicable Law regarding Merchant's business activities.

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.** 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.

Merchant's Acknowledgement of Special Laws Applicable to Merchant's Industry. The Agreement requires Merchant to abide by all Applicable Laws. Without narrowing or limiting that obligation in any way, Merchant specifically acknowledges and agrees to comply with the following, as may be amended from time to time: Federal Firearms Regulations under the Alcohol, Tobacco, and Firearms Bureau, 18 U.S.C. Chapter 44, 27 CFR Part 478 ("Gun Control Act"); 26 U.S.C. Chapter 53, 27 CFR Part 479 ("National Firearms Act"); 22 U.S.C. Chapter 2778, 27 CFR Part 447 ("Arms Export Control Act"); 28 CFR Part 25 ("National Instant Criminal Background Check System Regulations") 18 U.S.C. Section 1715 ("Postal Service Regulations").

Miscellaneous Compliance. In addition, Merchant shall:

- Conduct reasonable investigations to identify their customers and verify that their customers are using Merchant's products strictly for lawful purposes.
- Only ship its merchandise in accordance with Applicable Law, and only to Federally Licensed dealers.
- Not ship firearms to individuals.
- Verify the Federal Firearms License (FFL) that they receive through the BATFE's EZ-Check website of FFL holders or an equal service, as required.

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: