

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 pharmaceutical products requiring a prescription in a card-absent environment and/or related products and has obtained, and throughout the term of the Agreement will maintain, all local, state, and federal licenses, registrations, and approvals required to conduct such business in accordance with Applicable Law including, without limitation, in the locations in which Merchant conducts business and/or where Merchant's customers reside.
- All statements made in connection with obtaining all required licenses and registrations were and shall remain accurate. Merchant agrees to provide proof of same to ISO upon request.
- Merchant understands it is required at all times to be accredited by one of the National Association of Boards of Pharmacy (NABP), Verified Internet Pharmacy Practice Sites (VIPPS), Vet-VIPPS, and Verified-Accredited Wholesale Distributor (VAWD) programs, or the LegitScript Pharmacy Merchant Certification Program; NABP e-advertiser.

**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:

- Merchant shall be registered under Title 21 of the Code of Federal Regulations § 1301.13 and § 1301.19. Merchant shall also comply with all reporting requirements under §§ 1304.40, 1304.45, 1304.50, and 1304.55. Merchant shall also comply with § 1306.09, and all requirements therein, including without limit, that any online pharmacy that participates in the transfer between pharmacies of prescription information must do so in accordance with the requirements of §§1306.15 and 1306.25.
- Merchant shall comply with all terms in The Ryan Haight Online Pharmacy Consumer Protection Act of 2008 and 21 U.S. Code § 831.
- Merchant will use proper age and ID verification protocol when transacting, including without limitation in a card-absent environment, to adhere with Applicable Law including all applicable local, state, and federal laws and regulations.
- Merchant shall ensure compliance with the Federal Food, Drug, and Cosmetic Act (FD&C Act), 21 U.S.C. § 355(a) and that all items sold are approved by the FDA.
- Merchant shall ensure that all products are properly branded under sections 301(a), 301(d), 502, 503(b), and 505(a) of the FD&C Act [21 U.S.C. §§ 331(a), 331(d), 353(b), and 355(a)].of the FD&C Act, 21 U.S.C. § 352.

- Merchant shall utilize the necessary software and/or third-party vendors to assist with the compliance regarding age and ID verification and state shipping and taxing regulations.
- Merchant's products are entirely legal and bona fide products and accessories which are not intended for use with any illegal substances.

**Merchant's Special Compliance Obligations under Association Rules.** The Agreement requires Merchant to abide by all Association Rules. Without limiting or narrowing that obligation in any way, Merchant specifically agrees as follows:

- Merchant attests that they will not accept nor submit any Transaction(s) representing sales generated by another merchant.
- Merchant acknowledges the Association Rules and requirements, including without limitation the requirements in respect to Card-absent pharmaceutical sales, are updated from time to time, and that it is the Merchant's ultimate responsibility to ensure they are compliant with all applicable Rules.
- **Visa/MasterCard Registration.** To ensure compliance with Association Rules, Merchant understands ISO may, with or without notice, register Merchant with the Associations for special acceptance of Transactions related to Merchant's restricted industry. These fees are charged per-Association, upon approval of the Agreement, and annually thereafter. Prior to April 1, 2024, the fee shall be \$500.00 for Visa, and \$500.00 for MasterCard. Effective on or after April 1, 2024, the initial and annual registration fee shall be as follows: \$500.00 for MasterCard, and \$950.00 for Visa. In each case, the registration fee shall be per-Association; shall be non-refundable and non-transferrable; and shall be charged upon acceptance of the Agreement and annually thereafter, for so long as the Agreement remains in effect. Whether and to what extent any Association may require Merchant's registration and the associated fee may depend on whether Merchant is selling physical products.
  - Merchant authorizes ISO to initiate debit entries for the above-referenced registration fees, with or without notice, as required to maintain Merchant's registration, from the Operating Account, the Reserve Account, or any other account maintained by Merchant in accordance with the terms and conditions of the Agreement. The registration described herein shall not operate as a waiver of Merchant's indemnity obligations, including, without limitation, Merchant's responsibility for any assessments, penalties, fines or fees.

#### 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: