

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 selling products, including mushroom spores, for solely legitimate, lawful purposes. These purposes may include, without limitation, research, microscopy and taxonomy purposes.
- Merchant agrees to ensure that it remains in compliance with any applicable laws or regulations in connection with such business activities.¹
- To the extent required, Merchant represents and warrants it 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 understands that the Drug Enforcement Administration (DEA) classifies psychoactive drugs such as psilocybin or psilocin as Schedule I controlled substances.
- Merchant agrees to ensure that any mushroom spores species sold fall outside of the DEA's Schedule I classification; specifically, Merchant represents and warrants that any mushroom spores sold do not contain psilocin or psilocybin. Merchant further understands that mushroom spore products that begin process of germination at any time before the product reaches an end consumer may produce and contain psilocin or psilocybin, and further warrants that measures have been implemented to prevent germination during production, warehousing, storage, or shipping of mushroom spore products.
- Merchant understands that mushroom spores may not be sold or shipped outside of the United States, and agrees to refrain from selling or shipping mushroom spores outside of the United States.
- Merchant understands that it is ultimately responsible for knowledge of and compliance with applicable law, including, without limitation, laws which prohibit the sale of mushroom spores in certain jurisdictions, regardless of whether psilocin and/or psilocybin are present. The jurisdictions in which sale of these products may be prohibited include, without limitation, California, Georgia and/or Idaho, but Merchant understands its ultimate responsibility for jurisdictional restrictions, and agrees to implement proper controls and procedures to ensure compliance with same, including, without limitation, geofencing.
- Merchant further understands that state laws regarding the legality of specific controlled substances are dynamic and rapidly evolving, and that ongoing efforts should be made with respect to knowledge and compliance with Applicable Law.

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.**² 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.

¹ Merchant may be required to provide a legal opinion from an independent, reputable legal professional supporting the legality of Merchant's products, business, or content of its website(s).

² 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.

Marketing. Furthermore, Merchant understands and acknowledges that the Controlled Substances Act does not condone the sale of any product that is intended to “germinate or cultivate” a controlled substance. Accordingly, Merchant agrees the following content and/or products are strictly prohibited from all Merchant URLs.

- Content that can be construed as providing guidance, instruction or suggestion that spores are to be used for germination or cultivation of prohibited products.
- Content that contains “URL re-directs” to or advertisements for other sites that contain prohibited content or products.
- Products containing mycelium, including, without limitation liquid cultures, grain spawn, or tissue cuttings.
- Products including grow kits, mediums or supplies that are intended to, and in fact do, enable or support cultivation of illegal or prohibited substances.

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: