



ADDENDUM TO VIVID AGENT AGREEMENT

This Addendum to the Vivid Agent Agreement ("First Addendum") is made by and between Vivid Commerce Inc. ("Company"), and Millennium Markets LLC ("Agent"), each individually a "Party" and collectively, the "Parties."

RECITALS WHEREAS, reference is made to the Vivid Agent Agreement dated 6/25/2024, between Company and Agent (as may have been amended from time-to-time, together with any other addenda, exhibits and/or schedules to same, the "Agreement"); and WHEREAS, the Parties wish to update specific clauses related to Compensation of Agent; and WHEREAS, so as to accommodate the foregoing, the Parties hereto desire to modify the Agreement pursuant to the terms of this First Addendum. NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained in this First Addendum, each of the Parties hereby agrees as follows:

1. **White Label Terms & Conditions:** Company will provide Agent with a white labeled payments dashboard. The cost is a one-time fee of \$2,500 paid to Company by the Agent. This fee covers branding customization and platform deployment. However, the fee will be waived if the Agent successfully onboards a minimum of 10 actively processing accounts within the first three months following the program's activation date. Failure to meet this threshold within the specified timeframe will result in the full fee being charged to the Agent's bank account on record.
2. **Ratification.** Except as amended by this First Addendum, the Agreement is otherwise ratified, together with this First Addendum, as the complete and exclusive statement of the agreement between Vivid and Agent with respect to the subject matter hereof and supersedes any prior agreement(s) between Vivid and Agent with respect to such subject matter. In any conflict between the terms of the Agreement and this First Addendum, this First Addendum shall control and supersede. Except as otherwise provided herein, no provision of the Agreement or this First Addendum may be amended or modified by either Party except in a signed writing by both Parties.

Vivid Commerce Inc.

By: 
Derek Henmi, CEO

"Agent"