

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 Kratom products, also known as *Mitragyna speciosa*. Merchant has, and throughout the term of the Agreement, shall 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 states where Merchant conducts business and/or where Merchant's customers reside.
- All statements by Merchant on the Agreement regarding the products and services it sells were and are exhaustive, and all its statements on applications for such licenses, registrations, and approvals were and remain true, and that Merchant can and will provide proof of the same to ISO upon request.
- Merchant understands and acknowledges that it may be required to provide results of product testing at the request of Bank/ISO regarding the chemical composition and content of the products being sold; Merchant agrees that, upon request for such testing, it shall provide same within ten (10) days or may be subject to immediate termination of the Services and/or Agreement.
- Merchant acknowledges that the sale of kratom is regulated differently in various jurisdictions across the United States. Merchant understands that it is solely responsible for ensuring that it does not sell kratom in any jurisdiction where it is illegal to do so, and that it complies with any regulations that govern the sale of kratom (including, without limitation, labeling requirements and age restrictions). Merchant understands that it alone bears the obligation to remain informed about the laws governing the sale of kratom, and any changes in those laws, and that ISO is under no obligation to advise Merchant about matters of legal compliance. Even if ISO occasionally assists Merchant regarding legal compliance, this does not mean ISO has taken on responsibility for Merchant's legal compliance. Merchant is at all times solely responsible for ensuring its business operates in a legally compliant manner. Merchant understands that nothing in this Section is meant to limit or restrict its general obligation as otherwise set forth in the Agreement to comply 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.** 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 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 they will not accept nor submit any Transaction(s) representing sales generated by another merchant.

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 applicable requirements in the following

- Merchant represents and warrants that it will not sell any kratom products that meet the definition of “adulterated” under Applicable Law, including, without limitation, the Federal Food, Drug, and Cosmetic Act, or any state law governing the sale of kratom.
- Merchant agrees it will not offer for sale any other prohibited products. If Merchant wants to offer new products, Merchant will not do so without first notifying ISO and obtaining ISO’s approval for such sales.

General Advertising Practices. Merchant attests that it will not:

- Send unsolicited emails and/or perform outbound telemarketing.
- Send email messages that are not consistent with Applicable Law and/or do not contain an easily identifiable and verifiable opt-out.
- Advertise unreasonable or unsubstantiated results/claims.
- Use any celebrity names in any advertisements without authorization or otherwise imply celebrity or government support or affiliation for a product when no such support or affiliation exists (i.e. Oprah, Dr. Oz, Dr. Phil, etc.).
- Use any news source logos in advertisements (i.e. CNN, Fox News, etc.).
- Utilize uncorroborated news source websites or any fake testimonials.
- Create any false sense of urgency (i.e. time clock stating stock may run out).

Prohibited Billing Practices. Merchant attests that it will not:

- Bill a Cardholder for any product not clearly disclosed on the payment page, confirmation page, and terms & conditions
- Share a Cardholder’s information with third parties (for upsell or other purposes) unless clearly disclosed, such as with delivery of the product.
- Fail to honor any request by a Cardholder for Merchant to stop recurring charges.
- Make its charges confusing or misleading in any form.
- Offer any negative option of free trial practices, including any advertisement that the trial is free, risk-free, or similarly indicate zero risk.

Health products. Merchant attests to the following:

- Product ingredients will be listed on its website for every nutritional supplement that is sold.
- Merchant will comply with all Applicable Law, including without limitation applicable rules, including without limitation the Food and Drug Administration (“FDA”) and Federal Trade Commission (“FTC”) regulatory requirements, including without limit not advertise any medical or health benefits not approved by the FDA.
- Merchant will not advertise relief of disease symptoms, mention prescription drug’s names, or make any sort of false or misleading claims or utilize any sort of deceptive marketing.

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: