

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 money service business (MSB) or a related industry. 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 location(s) in which Merchant conducts business, and/or as required based upon where Merchant's customers reside.
- All statements by Merchant regarding the products and services it sells were and shall remain exhaustive, and all its statements on applications for such licenses, registrations, and approvals were and shall remain true, and that Merchant can and will provide proof of the same to ISO upon request.
- Merchant understands it may be required to provide, and agrees to provide upon request, a legal analysis of the laws, rules, regulations, and licensing requirements in each state in which it operates, including the states where its customers reside, which shall state that it is in compliance with all such laws, rules, regulations, and licensing requirements, including without limitation, those that apply to money transmission.
- Merchant understands and acknowledges that Merchant must undergo enhanced due diligence before Merchant can be approved to receive the Services. Further, Merchant's activity will be monitored on an ongoing basis; in connection therewith, Merchant may be required to provide information and documentation in connection with its compliance with Applicable Law and regulation, which may include, without limitation: programs, policies and procedures related to the Bank Secrecy Act (BSA); Anti-Money-Laundering (AML), Customer Identification Program(s) (CIP) and/or Customer Due Diligence (CDD); Office of Foreign Assets Control (OFAC) programs, policies and procedures; Independent Audits and Risk Assessments; Transaction monitoring; State licensing and filing documents and related; Beneficial Ownership information/documentation; and/or any MSB registration as required under the Rules and Applicable Law.
- Merchant expressly warrants that should its business model change, including without limitation, how it services customers, charges fees, accepts, disperses, or holds payments customer or third party funds, it will notify ISO and Bank and understands Merchant shall be required to obtain an independent legal review to confirm that the business remains in compliance with all applicable laws, rules, regulations, and licenses, at Merchant's sole cost. If Merchant is any time not in compliance with Applicable Law, including, without limitation, Association rules, or in the event its licensing is no longer valid, it will immediately cease its business operation to the extent that such business operation violates Applicable Law, and seek appropriate licensure or otherwise become compliant.

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 and Association Rules. Without narrowing or limiting that obligation in any way, Merchant specifically acknowledges and agrees to adhere to applicable rules and regulations of the Consumer Financial Protection Bureau (CFPB), the Federal Trade Commission (FTC), Financial Crimes Enforcement Network (FinCEN), and all laws, rules and regulations specific to the location(s) in which merchant operates, including all states where its subject agents and customers reside.

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: