

Priority Commercial Payments General Terms and Conditions

By executing and submitting a Priority Commercial Payments Agreement Application (the “Application”), you (the “Customer”) agree that, if approved, these Priority Commercial Payments General Terms and Conditions and any exhibits attached hereto (as amended from time to time, the “Terms,” and together with the Application, the “Agreement”) govern your use of the Priority Services (as defined below) provided by Priority Technology Holdings, Inc. and its subsidiaries, including Priority Commercial Payments, LLC (collectively, “Priority”), directly or through its authorized contractors.

1. Nature of Services. Subject to the terms and conditions of this Agreement, Priority may provide Customer various payment processing services described in Section 2 (the “Priority Services”). The Priority Services may only be used for payments to suppliers, merchants, or other business payees of Customer (“Suppliers”) located within the United States and for services provided in the United States, and only by authorized employees and other users of Customer. Priority may modify the manner in which the Priority Services are provided and the features thereof in its discretion, and such Services may be subject from time to time to additional terms and conditions that will be provided by Priority.

2. Priority Services. Subject to the applicable terms for each Priority Service, availability, and credit approval, Priority will provide the following Services to Customer based on Customer’s selection, as applicable:

2.1. Cards. (I) The “Priority One Card” is a commercial credit card, for use through the Visa network (the “Network”), which may be issued as a fleet, purchasing, travel and entertainment, or multi-use card. If approved, Customer will receive one or more Priority One Card accounts issued by Sutton Bank, headquartered in Ashland, Ohio (“Issuing Bank”). (II) Priority offers a virtual card payment solution through which payments for Customer to Suppliers are paid using virtual credit cards issued by Issuing Bank through the Network (“Virtual Cards” and together with Priority One Cards, “Cards”). The Virtual Cards may be used internationally. Currency conversion fees will be assessed by the Network and will be charged to Customer.

2.2. Proxy Pay. Where mutually agreed upon, Priority will offer proxy pay services to initiate Virtual Card payments on behalf of Customer to its Suppliers (“Proxy Pay”). Proxy Pay may be performed either by interactive voice response, phone, or CPX xChange. Priority reserves the right to reject, in its reasonable discretion, providing the Proxy Pay services to Suppliers whose proxy pay transactions fail to meet the Standard Proxy Pay criteria. A “Standard Proxy Pay” means a proxy payment request that (i) includes no more than ten (10) invoices; (ii) includes the applicable Supplier’s account information as requested by Priority; and (iii) is received by Priority no less than five (5) business days prior to the earliest invoice due date. Proxy pay is an optional service and may be provided through our partner Singe Payables, LLC (“Singe”). Terms of any Singe service will be governed by a direct agreement between Customer and Singe.

2.3. CPX Direct. Priority offers Suppliers the option to accept Virtual Card payments through the Supplier’s card processing account with Priority.

2.4. ACH+. This is an ACH payments solution in which Suppliers pay a fee to participate. Such fee may be calculated (i) as a flat processing fee; or (ii) as part of Priority’s dynamic discounting offering. Under dynamic discounting, Suppliers agree to pay a discount in return for accelerated repayment terms (“Dynamic Discounting”). Additional terms may apply to Customer if Dynamic Discounting is used.

2.5. Standard ACH. This is an automated clearing house (“ACH”) payments solution in which fees are charged to Customer.

2.6. Checks. This is a service where Priority will print and mail checks for Customer to make payments to Suppliers.

2.7. CPX xChange. Priority offers an integrated payables system that allows Customer to manage Supplier relationships, initiate payments, and reconcile transactions.

2.8. Supplier Enrollment. This is a service whereby Priority and Customer can cooperate to create a Supplier enrollment plan and select acceptable payment methods, and Priority will attempt to enroll Suppliers to accept the selected payment methods. Thereafter, Priority will receive and parse Customer’s payment files (to be in a format and delivered in accordance with procedures in each case approved by Priority) for further payment in accordance with Sections 2.1 through 2.7 above. Supplier Enrollment services are an optional service and may be provided through Singe. Terms of any Singe service will be governed by a direct agreement between Customer and Singe.

3. Additional Terms for Cards.

3.1. General. All Cards issued or used to process payments requested by Customer will remain the property of Issuing Bank and must be returned or destroyed (with certification of destruction) upon request. The Issuing Bank, or Priority at the direction of the Issuing Bank, may cancel, revoke, repossess or restrict the use of any or all Cards at any time, and reserve the right to decline to process any individual transactions. The Cards and the use thereof are subject to the Priority Corporate Credit Card Agreement between Issuing Bank and Customer, a copy of which is attached hereto as Exhibit B. In addition, the Cards may be subject from time to time to additional terms and conditions that will be provided by Priority.

3.2. Credit Limit. If Customer is approved for Priority One Cards or Virtual Cards accounts (“Accounts”), Priority will establish a credit limit for each Account and allow Customer to make purchases on credit through a Card up to such credit limit within a specific Payment Terms as set forth in Section 8.3 below. Priority, in its sole discretion, will be responsible for determining the amount of any such credit limit according to its underwriting criteria and other relevant factors. Customer may not be eligible, and Priority reserves the right to reject Customer, for Accounts. Priority may also revoke, limit, reduce or increase a credit limit in its sole discretion. Any credit limit established for any Account established for Customer will be subject to periodic review and adjustment by Priority. Priority will communicate the initial amounts of any approved credit limits for any Accounts to Customer at the time Customer’s Accounts are approved or activated. Approved credit limits, Payment Terms and manner of payment are incorporated herein.

3.3. Repayment. Priority will invoice Customer for purchases made using Cards according to the Payment Terms and credit limits. Customer will designate a deposit account for the repayment of Card transactions (the “Customer Bank Account”). If Customer selected or is required to make payment through Debit ACH, Customer must ensure it has at all times sufficient funds in its Customer Bank Account to cover the amounts due on any given day according to the repayment terms for the Customer’s Accounts. In all cases, Customer will be required to ensure that its unpaid balance on each Account, including all pending or unbilled transactions, fees, and other charges, does not exceed the established credit limit for such Account. Priority may require immediate payment of outstanding amounts, suspend further Card use, and/or impose additional fees, if Customer exceeds its credit limits or fails to make full or timely payment on any amounts owed. Customer agrees to pay the reasonable costs of collection undertaken with respect to any delinquent amounts payable by Customer or any Priority Services provided hereunder.

3.4. Non-Revolving. Credit extended through any Card is not revolving and the total amount due on each periodic statement is due and payable in full by the date shown on the statement. This amount includes transactions posted since the last statement date, applicable fees, amounts past due, late payment charges, charges for returned checks and other applicable charges.

3.5. Card Incentive Plans. If Customer requests Priority One Card or Virtual Card services, it may be eligible to participate in an incentive program for revenue share (the "Priority One Card and Virtual Card Incentive Plan" and collectively, "Card Incentive Plan"). To be eligible to receive payments under the Card Incentive Plan, Customer must: (i) receive Priority One Card or Virtual Card services as part of its Priority Services; (ii) be current on all its Account payments; and (iii) be in compliance with all terms of the Agreement. For purposes of clarification, Customer understands that Customer will not be eligible to receive compensation under the Card Incentive Plan for any billing period in which Customer is delinquent in any payment due to Priority for any product or service, even if Customer cures such delinquency after the billing period, or if Customer is otherwise reasonably determined to be ineligible by Priority. Once Customer has cured such non-payment and other ineligibility factors, Customer will be eligible to receive incentive payments again for the periods after Customer has cured such ineligibility factors. If Customer (including any of its affiliates) is also participating in an ACH+ Incentive Plan (as defined below), Priority and Singe reserve the right to offset any Credit Losses or Fraud Losses (as defined below) against any payments owed to Customer under such Plans.

3.5.1. Payments. All payments of revenue share will be made by Singe monthly to Customer no later than forty-five (45) days after the last day of the month in which any such payment was earned.

3.5.2. Calculation. Singe will determine the appropriate revenue share pursuant to the agreement between Customer and Singe (the "Payment Management and Services Agreement"), based on Customer's Total Net Spend for the applicable period. "Total Net Spend" means Customer's total purchases with Priority One Cards or Virtual Cards, minus any cash advances, credits, or chargebacks, each incurred or applied in the applicable period (monthly or annual). Any outstanding Credit Losses or Fraud Losses will be subtracted from the revenue share otherwise payable to Customer. "Credit Losses" means all amounts unpaid or otherwise due to Priority by Customer or any of its affiliates in connection with any Cards, including any related collection costs incurred by or on behalf of Priority. "Fraud Losses" means all amounts that are unpaid or otherwise due to Priority by the Customer or any of its affiliates in connection with any Card as a result of the Card being lost, stolen, misappropriated, improperly used, compromised, or used without authorization, including collection costs incurred by or on behalf of Priority and any costs or charges imposed on Priority or its affiliates or Issuing Bank by the Network in connection with such events.

4. Additional Terms for ACH+ and Standard ACH.

4.1. Acknowledgment. Customer acknowledges that ACH+ and Standard ACH are provided by Priority pursuant to this Agreement by virtue of Priority's contractual relationship with Atlantic Capital Bank, N.A. of Chattanooga, Tennessee, or another bank chosen by Priority, acting as the Originating Depository Financial Institution (the "ODFI"), which is a federally-insured financial institution regulated by federal and state banking agencies ("Agencies"). Priority, the ODFI, and the Agencies are relying upon the accuracy of all information provided by Customer and Customer's performance of its obligations hereunder. Customer and Priority acknowledge that the ODFI is a third-party beneficiary of this Agreement with regard to the ACH services, and ODFI has all the rights under this Agreement as if it were a party thereto. Customer agrees and acknowledges that all ACH transactions must comply with all applicable federal and state laws and the NACHA Network Operating Rules (available at www.nacha.org) ("ACH Network Rules").

4.2. Entries; Compliance with Rules. Priority or its affiliates and contractors will initiate credit and debit entries (as those terms are defined by the ACH Network Rules) (an "Entry" or "Entries") from the bank account(s) specified by Customer in the manner required by Priority by means of the ACH Network, subject to the ACH Network Rules, the Electronic Funds Transfer Act (15 U.S.C. 1693, et seq.), Regulation E (12 C.F.R. 1005, et seq.), and other applicable laws and regulations as they may change from time to time. "ACH Network" means the funds transfer system governed by the ACH Network Rules that provides funds transfer services to participating financial institutions. Priority will: (i) process Entries received from Customer that conform with the file specifications set forth in the ACH Network Rules or as otherwise required by Priority; (ii) transmit such Entries by way of an ODFI to the ACH Network; and (iii) settle such Entries as provided in the ACH Network Rules.

4.3. Authorization. Customer hereby authorizes Priority, directly or through its affiliates and contractors, to effect Entries from the bank account(s) designated by Customer for ACH+ or Standard ACH (the "ACH Accounts"), which may be the same or a different account from the Customer Bank Account. Customer agrees that the ACH payment instructions it sends to Priority will constitute authorization for the origination of an ACH Entry on Customer's behalf. This ACH authorization will remain in full force and effect unless and until thirty (30) days after Priority has received written notification from Customer of termination of the ACH authorization, by email to CPXAcctMgmt@prioritycommercialpayments.com.

4.4. ACH Transactions. Customer agrees and acknowledges that all ACH transactions must comply with all applicable federal and state laws and the ACH Network Rules. Customer is obligated to ensure that the ACH Accounts are funded at all times in the amounts necessary to fulfill all requested ACH transactions. Priority and the ODFI may terminate or suspend providing Priority Services under this Agreement if Customer breaches any ACH Network Rules and have the right to audit Customer's and any Third-Party Sender's and its Originators' compliance with this Agreement and the ACH Network Rules. Customer and Priority agree that all Entries transmitted to Priority for processing will comply with the formatting and other requirements set forth in the ACH Network Rules.

4.5. ACH+ Incentive Plan. If Customer requests ACH+ services, it may be eligible to receive a portion of the flat processing fee or discount (the "ACH+ Incentive Plan"). To be eligible to receive payments under the ACH+ Incentive Plan, Customer must (i) be receiving the ACH+ services as part of its Priority Services; (ii) be current on any Fees or other amounts owed to Priority in connection with ACH+; and (iii) be in compliance with all terms of the Agreement. For purposes of clarification, Customer understands that Customer will not be eligible to receive compensation under the ACH+ Incentive Plan for any billing period in which Customer is delinquent in any payment due to Priority, even if Customer cures such delinquency after the billing period, or if Customer is otherwise reasonably determined to be ineligible by Priority. Once Customer has cured such non-payment and other ineligibility factors, Customer will be eligible to receive incentive payments again for the periods after Customer has cured such ineligibility factors. If Customer (including any of its affiliates) is also participating in a Card Incentive Plan, Priority and Singe reserve the right to offset any Credit Losses or Fraud Losses against any payment owed to Customer under such plans.

4.5.1. Payments. All payments of revenue share will be paid by Singe monthly to Customer no later than forty-five (45) days after the last day of the month in which any such payment was earned.

4.5.2. Calculation. Singe will determine the appropriate revenue share pursuant to the Payment Management and Services Agreement based on Customer's Total Net Volume for the applicable period. "Total Net Volume" means Customer's total purchases using ACH+, minus any chargebacks, rejected payments, Fraud Loss, Credit Loss, and other direct costs related to such ACH+ transactions in the applicable period. The ACH+ Incentive Plan payment shall be the result of (i) the product of the Revenue for the period *multiplied* by the appropriate percentage of revenue share set forth in the Payment Management and Services Agreement; *minus* (ii) the Credit Losses and Fraud Losses. "Revenue" means all revenue received by Singe through Customer's ACH+ transactions, whether through flat ACH+ fees or Dynamic Discounts.

4.6. Fines, Fees, and Other Costs. In the event any payments made using the ACH services incur any fees or interest or other charges or fees, Customer will be solely liable for such fees or charges. Customer will reimburse Priority for any fines, fees, interest, charges or other costs imposed on Priority or its affiliates or ODFI for any violation of the ACH Network Rules or applicable law by Customer in connection with the Standard ACH services. Priority reserves the right to offset such amounts against the Customer's ACH Account.

4.7. Late or Rejected Entries. Customer will be given a cut-off time for item/file submission (which may change from time to time in Priority's sole discretion). Any items/files received after the cut-off time will be processed the following banking day, as defined by the ODFI. Any exceptions that may be allowed, in Priority's sole discretion, will be subject to a late file fee assessed by Priority. Priority will notify Customer of late or rejected entries. Rejected Entries will be processed upon correction and resubmission of Entries by the Customer, subject to standard cut-off times. Priority may reject any Entry in its sole discretion.

4.8. Notice of Returned Entries and Notifications of Change. Priority will notify Customer of the receipt of a returned Entry from the ACH Network no later than one (1) banking day after the banking day of such receipt. Priority will have no obligation to retransmit a returned Entry to the ACH Network if Priority complied with this Agreement with respect to the original Entry. Priority will provide Customer all information, as required by the ACH Network Rules, with respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry received by Priority relating to Entries transmitted by Customer. Priority will provide such information to Customer within one (1) banking day of the settlement date of each NOC Entry or Corrected NOC Entry. Customer will ensure that changes requested by the NOC or Corrected NOC are made within six (6) banking days of Customer's receipt of the NOC or Corrected NOC from Priority or prior to initiating another Entry to the Receiver's account, whichever is later.

5. Additional Terms for Checks. If Customer has selected Priority check services, Priority will use reasonable efforts to ensure that requests for printing and mailing checks will be made in a timely fashion. Priority makes no promises, representations, or warranties regarding the amount of time needed to complete printing or delivery of the checks. Customer agrees that Priority will not be liable for any actual, direct, indirect, or consequential damages arising from any claimed delay. Checks are only printed or mailed during standard business days.

6. Additional Terms for CPX xChange.

6.1. License. To the extent access or use of CPX xChange is provided to Customer, Priority grants Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable right and license, through a web browser and user interface, to access and use CPX xChange while Customer is receiving the applicable Priority Services. Access and use will be solely for the internal business purposes of the Customer in connection with enabling, administering, and managing payments solutions and related transactions effected through Priority's systems. Access and use of CPX xChange and related functionality are provided as a service. Customer will not receive any copy of software or data from Priority. Priority or its licensors own all right, title, and interest, including all intellectual property rights, in and to CPX xChange and related technology and all data collected by or on behalf of Priority or its affiliates in connection with the use of CPX xChange, and they are the Confidential Information of Priority and its licensors.

6.2. Authorized Users. Customer may authorize its employees and agents who have a need to use CPX xChange as set forth in this Section 6 to access and use the CPX xChange platform solely on behalf of Customer ("Authorized Users"). Access and use authorization will be limited to the number of authorized named users or seats issued by Priority in each case. Customer must ensure that each Authorized User keeps the assigned user access codes and related login credentials for CPX xChange confidential and secure, and is responsible for any use or misuse of CPX xChange or the payment activities that take place through the access codes or credentials of its Authorized Users or from the systems or networks, as applicable, of Customer or its affiliates or contractors.

6.3. Right to Suspend Access. Priority reserves the right to suspend or terminate access or use privileges to any or all of CPX xChange for actual or suspected violation of the applicable terms and conditions of use or the access credentials to prevent or mitigate fraud, damage, security vulnerability, malware or intellectual property infringement risks to CPX xChange or its infrastructure, or to comply with applicable laws. Priority reserves the right to cooperate in its sole discretion with law enforcement activities regarding the use of CPX xChange or any of its components, and any payment solutions, functionality or transactions accessible or enabled through it.

6.4. General Terms. Customer agrees, and will cause the Authorized Users to agree, to comply at all times with these Terms as well as all policies, terms of use, or similar documents (collectively, "Additional Terms") posted in the CPX xChange portal or otherwise provided to Customer by other means, as the same may be modified by Priority from time to time and are incorporated herein by reference. Customer agrees that the posting of such Additional Terms on the applicable CPX xChange website or portal constitutes sufficient notice, and the access or use by Customer or any of its Authorized Users of such website or portal constitute acceptance of such Additional Terms.

7. Term and Termination.

7.1. Term. Unless earlier terminated by either party as set forth in this Agreement, this Agreement is for an initial term of three (3) years (the "Initial Term") commencing on the date that both Priority and Customer have executed this Agreement (the "Effective Date"). Unless terminated by either party as set forth in this Agreement, this Agreement will automatically renew for successive one (1) year periods after the end of Initial Term and each renewal term (together with the Initial Term, the "Term").

7.2. Termination for Convenience. Either party may terminate the Agreement by providing the other party with thirty (30) days' prior written notice of termination.

7.3. Priority Termination Rights. Priority may immediately terminate this Agreement or any Priority Service in the event (i) the Network prohibits an Account with Customer; (ii) the Network, ACH Network, Issuing Bank, or ODFI prohibits the provision of Priority Services to Customer or for Customer's type of business; (iii) the Issuing Bank ceases to be a Network member or the ODFI ceases to be an ACH Network member; (iv) the Issuing Bank ceases to be the issuer for Cards, and Priority is unable to engage another financial institution as the issuing bank for the Cards; (v) the Issuing

Bank requires that Cards, Accounts, or the Agreement be terminated; (vi) Customer or any principal or individual associated therewith becomes a restricted or blocked person with whom Priority or its affiliates may not transact business under applicable laws; (vii) any payment made by Customer is determined or suspected to be illegal, unlawful, or fraudulent; (viii) any access or use of the Priority Services by Customer or anyone accessing or using Customer's systems is determined or suspected to be illegal or fraudulent; or (x) Customer is involved in such events, activities, or government investigations that could, in the reasonable judgement of Priority, damage the reputation or goodwill of Priority. Unless it is prohibited by applicable laws, Priority will use reasonable efforts to provide Customer with advance notice of any such events. Without limiting or diminishing any other remedies, Priority will have the right to withhold or delay the issuance of, or to suspend or deactivate, any Card or other Priority Services hereunder in the event Customer fails to comply fully with the Terms or violates any applicable laws or regulations.

7.4. Effect of Termination. Customer's obligation to pay all Account balances, transactions, Fees and Transaction Charges (each as defined below), and other outstanding amounts accrued or incurred prior to the effective date of the termination or expiration of this Agreement will survive such termination or expiration and be payable to the applicable party in accordance with this Agreement. Upon termination or expiration of this Agreement, the Priority Services will terminate. Customer is solely responsible for making alternate arrangements for payment services from and after such termination or expiration.

8. Fees, Invoicing and Payment.

8.1. Fees. Customer agrees to pay Priority, based on the Payment Terms set forth below (as it may be modified as set forth in this Agreement), for all fees set forth in the Payment Management and Services Agreement between Customer and Singe, and other expenditures, additional service fees, special fees, international and foreign transaction fees, and costs and charges (collectively, "Fees") if any, incurred for or with respect to the Priority Services, together with any and all charges incurred for goods or services or other purposes by Customer or anyone authorized to use or otherwise using the Priority Services or Customer's Accounts ("Transaction Charges"). Transaction Charges include unauthorized charges as provided for below. Priority reserves the right to modify the Fees applicable to the Priority Services from time to time. The Fees applicable as of the Effective Date of this Agreement are set forth in the Exhibit A attached to the Payment Management and Services Agreement and are incorporated herein. Priority will notify Customer electronically or by mail or website posting of any change it makes to the Fees, and such change will be effective no earlier than the date of receipt by Customer of such notice.

8.2. Taxes. Except for Priority income tax, Customer will pay, or reimburse Priority for, any and all applicable sales, use, services, excise, franchise or other taxes, and any applicable governmental assessments or charges (individually and collectively, "Taxes"), whether federal, state or local, however designated, which are levied or imposed or required to be paid with respect to the execution of this Agreement, the provision of the Priority Services or Customer's access or use of the Priority Services.

8.3. Payment Terms. Customer agrees to the Payment Terms for Transaction Charges and Fees and any other amounts owed or invoiced in connection with use of Priority Services as indicated in the Application. As used herein, the "Payment Terms" shall have the following meanings: (i) a "daily" Payment Term refers to daily bill, daily pay, and requires Customer to pay in full on the day after a Transaction Charge or Fee is incurred; (ii) a "weekly" Payment Term refers to weekly bill, weekly pay, and requires Customer to pay the Transaction Charges or Fees in full one (1) day after each weekly payment processing period as designated by Priority; and (iii) a "monthly" Payment Term refers to monthly bill, monthly pay, and requires Customer to pay the Transaction Charges or Fees in full within three (3) days after each monthly payment processing period as designated by Priority. To the extent payments are made by Priority by initiating an ACH debit, Priority reserves the right to effectuate such ACH debit to the Customer Bank Account or ACH Account on the days set forth above or any other subsequent business day.

8.4. Invoicing and Payments. Customer agrees that payments for Fees and Transaction Charges are due to Priority at the time they are incurred, and payable in accordance with the Payment Terms. Priority will provide an invoice or similar payment advice (which may be electronic or by other means determined by Priority); Customer's obligation to pay, however, is not contingent upon delivery of an invoice or payment advice. Customer hereby agrees to pay the Transactions Charges and Fees on a timely manner, in accordance with the then-approved Payment Terms. If payment is not received (or if an invoice is not paid in full) when due, a late fee may be imposed by Priority. Priority will apply all payments received in the reverse order of due dates. Customer is responsible for keeping its own records for all payments made and transactions requested relating to the Priority Services.

8.5. Chargebacks. Priority will deduct from the amount otherwise owed to Customer any chargebacks that Priority has incurred on the Account.

8.6. Non-Sufficient Funds. In the event Customer's payment to Priority is dishonored or otherwise not paid, Customer will immediately pay to Priority the amount of the rejected payment and any non-sufficient funds fee or similar fee incurred by Priority, as permitted under applicable law.

8.7. Repayment Authorization. Customer hereby authorizes Priority to effect ACH credits and debits from the Customer Bank Account and ACH Account. If Customer elects or is required to make payments to Priority by ACH debit, Customer authorizes Priority to debit the Customer Bank Account and ACH Account for the repayment of Fees, Taxes and Transaction Charges (the "ACH Authorization") and agrees to deposit adequate and sufficient funds in the Customer Bank Account and ACH Account prior to each ACH debit made by Priority. Customer agrees this ACH Authorization remains in full force and effect until thirty (30) days after Priority has received written notification of termination of the ACH Authorization from Customer by email CPXAcctMgmt@prioritycommercialpayments.com. Upon Priority's receipt of Customer's notice of termination of this ACH Authorization, Customer's use of the Priority Services will automatically be terminated and any amounts owed to Priority will become immediately due and payable. In the event that a Customer Bank Account or ACH Account, at any time, has not both been properly designated and subject to a valid ACH Authorization, Priority may cease to provide the Priority Services until such time as a Customer Bank Account or ACH Account is designated and authorized. Notice of termination of the ACH Authorization will not affect debit or credit Entries initiated within thirty (30) days following Priority's actual receipt of the notice of termination. Customer acknowledges that the origination of ACH transactions to a Customer Bank Account or ACH Account must comply with all applicable provisions of U.S. law and with the ACH Network Rules.

9. Use of the Priority Services.

9.1. General. Customer agrees to comply with, and will not use the Priority Services in violation of, any applicable laws and regulations, including, but not limited to, U.S. economic sanctions laws administered by the Office of Foreign Assets Control, Network or ACH Network regulations, or this Agreement. Customer is solely responsible for its and its affiliates' and contractors' and agents' (and their respective personnel) compliance with applicable laws and regulations and this Agreement.

9.2. Ongoing Credit Assessment. Priority has the right to review at any time the volume and character of the transactions processed through

the Priority Services to evaluate the risk associated with providing Priority Services to Customer. Priority may terminate the Priority Services if the result of such risk evaluation is not satisfactory to Priority based on its risk policy.

9.3. Access. Customer's users and representatives will access the Priority Services only as required to administer Customer's use of such Priority Services and for no other purpose. Customer agrees to provide written notice to Priority prior to granting any third party who is not an employee of Customer, but who is performing services for or on behalf of Customer ("**Third Party**") access to the Priority Services. Customer further agrees that such Third Party, in Priority's sole discretion, may be required to execute an access agreement between Priority and such Third Party prior to Third Party accessing the Priority Services. Customer agrees to assist Priority in obtaining an access agreement from the Third Party and shall be responsible for such Third Party's compliance with these Terms. Customer agrees to indemnify Priority for any claims, losses, suits, liabilities, and expenses to the extent caused by the Third Party while performing services on behalf of Customer.

9.4. Fraud Prosecution. Customer and Priority agree to cooperate with each other in preventing and prosecuting any fraudulent activity with respect to the Priority Services, or otherwise arising in connection with any other relationship between the parties anticipated by or set forth in the Agreement. Priority reserves the right to interrupt, suspend, or terminate the Priority Services without advance notice to Customer if Priority, in its sole discretion, suspects fraudulent, illegal, or abusive activity. Customer agrees to provide, at no cost to Priority, any and all documentation and information as Priority may request, including but not limited to affidavits and police reports. Failure to provide reasonable cooperation will result in Customer being liable for all fraudulent usage of the Priority Services.

9.5. Liability for Unauthorized Use; Lost or Stolen Cards. Except as expressly set forth in this section, Customer understands and agrees that Customer is fully liable for the unauthorized use of the Priority Services, including any Card, and all charges made and fees incurred with respect thereto. Customer agrees to notify Priority immediately of any actual or suspected loss, theft, or unauthorized use of any of the Priority Services, including unauthorized or fraudulent use of any Card or any passwords or other security codes or procedures relating to such Cards or Priority Services, by calling Priority at 1-866-279-1273 (1-866-CPX-1CRD) or sending an email to card@support.cpxpayments.com. Customer agrees to immediately deactivate all Cards that are or are suspected of being lost, stolen, compromised, or that have been used without authorization. Customer will not be liable for unauthorized charges on a Card that occur after Customer has deactivated such Card and notified Priority thereof. Priority will have the right to suspend or cancel provision of the Priority Services, including any Card, after receiving notice of any actual or suspected unauthorized use, fraud, or lost or stolen Cards.

9.6. Disputed Items. Customer is responsible for promptly reviewing any Priority Services invoice, payment advice, or billing statement upon receipt. Customer must notify Priority in writing of any disputed item on Customer's invoice, payment advice, or billing statement (including a description of the dispute or alleged errors and the applicable transactions) within forty-five (45) days from the date of the billing statement, or it will be deemed undisputed and accepted by Customer. Unless required by law, Priority is not responsible for any goods, services, or other items charged on the Cards or paid with other Priority Services. If Customer has a dispute with a Supplier, Customer must pay Priority in accordance with this Agreement and attempt to resolve the dispute with the Supplier prior to sending the dispute to Priority. If Customer is unsuccessful in resolving the dispute directly with the Supplier or merchant, Priority will attempt to resolve and process the disputed transaction to the extent it relates to a Card through the Network subject to the Network Rules, but does not guarantee resolution by the Network. Priority is not responsible if any Supplier refuses to honor any of the Priority Services.

9.7. Stopped Payment. Customer acknowledges that once a payment is processed using any Priority Services, Priority cannot stop payment or cancel the transaction.

9.8. Suppliers. Priority does not guarantee any Supplier's timely receipt or application of payment when Customer uses any of the Priority Services and Priority will not be liable for any late payment charges or interest assessed or any disrupted services between such Supplier and Customer that may result in the event a Supplier fails to timely receive or apply any amounts received for Customer's account.

10. Regulation; Verification; Underwriting.

10.1. Government Regulation. To help the government fight the funding of terrorism and money laundering activities, applicable law requires Priority, Priority affiliates the Issuing Bank, the ODFI, the Network, and/or the ACH Network to obtain, verify, and record information that identifies each person who receives access to the Priority Services. Customer will, when requested, provide to Priority, Issuing Bank, the ODFI, the Network, and/or ACH Network as relevant, documentary and other evidence of Customer's identity, those of its beneficial owners, or the identity of any individual to whom Customer provides access to the Priority Services, so that Priority, its affiliates, the Issuing Bank, the ODFI, the Network, and/or the ACH Network may comply with any applicable law or regulation, or Network or ACH Network Rules.

10.2. Verification. Customer may not be permitted to receive (and at any time Priority may suspend) the Priority Services if Priority, Priority affiliates, the Issuing Bank, the ODFI, the Network, and/or the ACH Network cannot verify Customer's identity, financial condition, creditworthiness, or other necessary information, or suspect risk of non-compliance with laws. Customer hereby authorizes Priority, directly or through third parties, to make inquiries, checks, and screens necessary or desirable to validate information concerning the Customer's identity, financial condition, or creditworthiness, including, but not limited to: (i) requiring Customer to confirm ownership of an e-mail address and one or more deposit accounts; (ii) ordering a commercial credit report; (iii) verifying Customer's information against third-party databases or other sources; and (iv) undertaking any other action necessary to verify Customer's information. Notwithstanding any steps taken to verify such information, Customer hereby represents and warrants on behalf of Customer and any person or organization for which Customer acts that all information Customer provides to Priority is complete, accurate, and up to date. Priority will have the right to withhold or delay the issuance of, or to suspend or deactivate, any Card or other Priority Services until Customer provides such information as may be necessary to validate the foregoing, or in the event applicable legal screens do not clear.

10.3. Disclosure. Customer agrees that Priority or its affiliates or contractors, in its sole discretion, may disclose information about Customer to satisfy Priority's or its affiliates' or contractors', Issuing Bank's, ODFI's, Network's, or ACH Network's legal obligations under applicable law, including, but not limited to anti-money laundering, trade and economic sanctions laws and/or regulations, or as may otherwise be required by law, court order, or Network or ACH Network Rules.

10.4. Underwriting. Customer authorizes Priority, directly or through its affiliates or contractors, to make any credit investigation Priority deems necessary and appropriate, agrees to provide Priority with such financial information as Priority may reasonably require in connection with such investigation, and authorizes Priority and its affiliates to request reports from credit bureaus. Priority or its affiliates may furnish information with

respect to Customer's Account to credit bureaus or others who may properly receive such information.

11. Data Security. Each party will comply with all applicable laws, rules and regulations and take reasonable steps, consistent with generally accepted industry standards (i) to safeguard the systems it uses to transmit, process, or store information against any unauthorized access or use, and any viruses and other malicious code, and (ii) to provide reasonable disaster recovery and business continuity capabilities for such systems. In addition, Customer shall comply with the security procedures reasonably required by Priority for any Service and shall apply and implement appropriate security devices ("Security Devices") such as codes, passwords, user identification technology, tokens, certificates, or other methods of authentication in connection with the use of any Service. Customer acknowledges that the Security Devices are intended for authentication purpose only. They are not intended to detect errors in any transactions initiated by Customer. Customer shall be responsible for detecting and preventing such errors. Priority may change or replace any of the security procedures with regard to any Service from time to time as necessary to maintain the security of Customer and transaction data and to comply with applicable laws. Unless Priority, in its sole discretion, believes that any immediate change is necessary, Priority shall give Customer reasonable advance notice of any such change.

12. Consent to Electronic Communications. Customer consents to the electronic delivery of all documents and communication related to the Priority Services, and accepts any future changes to those documents that may be delivered to Customer electronically. By consenting to conduct transactions and receive disclosures and notices electronically, Customer agrees to provide Priority with the information needed to communicate electronically. Customer agrees to keep its e-mail and account information provided to Priority current at all times.

13. Customer Data; Data Analytics.

13.1. Customer Data. Customer will be solely responsible for ensuring the validity, accuracy and completeness of all information, data, files and instructions (including any personal information) provided or transmitted to Priority or its affiliates or contractors (collectively "Customer Data"). Priority will be entitled to rely on the Customer Data in providing the Priority Services. Priority will not be required to act on instructions provided by Customer if Priority reasonably doubts an instruction's contents or Customer's compliance with the Agreement or any legal requirements.

13.2. Data Uses. Priority and its affiliates and contractors may de-identify, aggregate with the data of others, or otherwise render anonymous or not identifiable to Customer any personal information that is part of Customer Data. In addition, Priority and its affiliates and contractors may extract information from the Customer Data and from Customer's usage of the Priority Services and use this information and any information covered by the prior sentence, alone or aggregated with any other data, in connection with research and development, for the improvement of Priority's services, for statistical purposes, for administration and management of the services, for reporting to others, for legal and regulatory compliance, and for the creation and delivery of data and analytics tools and products and services (any or all of the foregoing, "Data Uses"), in compliance with applicable law. Customer represents that it has sufficient rights in the Customer Data provided hereunder (and has made sufficient disclosure to its users) to authorize such Data Uses. Priority or its affiliates will own all right, title and interest in or to any and all information, data, databases, tools, products, services and intellectual property arising from such Data Uses and to any records, logs, transaction data, and other data and information resulting from the provision of the Priority Services hereunder.

14. Confidential Information.

14.1. Confidential Information. "Confidential Information" means non-public information and materials (whether or not such information or material is marked "confidential") that a party to this Agreement or its affiliate ("Disclosing Party") discloses to or makes accessible to the other party or such other party's affiliate ("Receiving Party") or that a reasonable person would consider to be confidential or proprietary, including but not limited to information pertaining to the business, services, customers or technology, of Disclosing Party, such as (i) business or operating plans, strategies, know-how, portfolios, prospects or objectives; (ii) methods of operation; (iii) relationships with third parties; (iv) systems access credentials; (v) account numbers; (vi) regulatory and legal compliance information; and (vii) financial records and related information. Customer acknowledges and agrees that the terms and conditions of this Agreement, along with the pricing, costs and details of services, transactional information or performance of the Accounts, the software, systems, password-protected portals developed, utilized or maintained by Priority or its affiliates or contractors, the internal operating procedures employed by Priority or its affiliates, technical information, such as file record layouts, and transaction information, including without limitation Card numbers and data gathered at the point-of-sale by Priority, are Confidential Information of Priority and its affiliates or applicable third party licensors, and the exclusive and proprietary property of Priority, Issuing Bank, or ODFI. The BINS (Bank Identification Numbers) assigned to the Cards are the property of the Issuing Bank. Personally identifiable Customer Data that has been de-identified, or aggregated with the data of others, or otherwise rendered anonymous or is not identifiable to Customer, will not be deemed Confidential Information of Customer. Customer is solely responsible for ensuring the confidentiality of Cards, account numbers, passwords, or other security codes or procedures applicable to Customer's and its users' access and use of the Priority Services.

14.2. Obligations. Each Receiving Party agrees to (i) treat the Confidential Information of the Disclosing Party confidential, (ii) make reasonable efforts to safeguard the Confidential Information against unauthorized use, (iii) not use the Confidential Information directly or indirectly for any purpose not related to this Agreement or as required for audits, legal, or regulatory compliance, and (iv) not disclose the Confidential Information directly or indirectly to any third party other than its or its affiliates' employees, contractors, funding sources, issuing banks, ODFI, advisors, governmental authorities for purposes relating to this Agreement, or for corporate, audit, legal or regulatory compliance, or to successors or assigns in connection with a sale, transfer, assignment or delegation of this Agreement or any of the services hereunder. This Section 14.2 does not restrict Data Uses.

14.3. Equitable Relief. Priority and Customer agree that the requirements of this Section 14 (collectively, the "Confidentiality Requirements") are of such nature that a breach of the Confidentiality Requirements will cause irreparable harm to the non-breaching party for which monetary damages would not be adequate. Therefore, that parties agree that the non-breaching party will be entitled to seek injunctive relief (without posting a bond or other security) against the breaching party in the event of any breach or threatened breach of any Confidentiality Requirement, in addition to any other rights or remedies available at law or in equity.

15. Representations, Warranties, and Covenants. Customer represents, warrants and covenants that (i) it is a governmental, non-profit, or commercial business enterprise; (ii) Customer will not use the Priority Services in violation of any applicable laws, regulations, or this Agreement; (iii) Customer, its employees, and its other authorized users will use the Priority Services only for valid and lawful business purposes to make payments to Suppliers; (iv) Customer will not make or request a payment to the types of companies listed on **Exhibit A** hereto (as it may be amended by Priority from time to time); (v) Customer will not resell or sublicense the Priority Services to any third parties or use them on a third party's behalf; (vi) it is

duly organized, validly existing, and in good standing in its jurisdiction of organization; (vii) the execution and delivery of this Agreement (a) is within its power, has been duly authorized by all necessary corporate action, and will not result in a breach of any organizational document of Customer; (b) does not violate any requirements of applicable law; (viii) does not require Customer to obtain or give any registration with, approval of, notice to, or any action by any other person; and (ix) will not result in a breach of any agreement binding upon Customer; and (x) this Agreement has been duly executed and delivered by Customer and constitutes a legal, valid, and binding obligation of Customer, enforceable in accordance with its terms.

16. Disclaimer; Limitation of Liability; Force Majeure.

16.1. Disclaimer of Warranties. PRIORITY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE PRIORITY SERVICES OR MATTERS RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SECURITY, ADEQUACY OR SUFFICIENCY, UNINTERRUPTED SERVICE, AND ANY IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. THE PARTIES AGREE THAT ANY STATE LAWS ADOPTING THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA) DO NOT APPLY TO THIS AGREEMENT AND ANY WARRANTIES CONTAINED THERE ARE EXPRESSLY DISCLAIMED HEREIN.

16.2. Limitation of Liability – Priority. Customer acknowledges that performance of the Priority Services is dependent on performance by numerous other parties, including, but not limited to, the Issuing Bank, ODFI, Network, and ACH Network, among others. Priority does not guarantee timely delivery of all payments and will not be liable for any loss or damage of any type suffered by Customer as a result of any delay in the receipt of payments by a Supplier or other payee. Priority and its affiliates and contractors will not be responsible for Customer's or its users' acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal, or authorization received from Customer) or those of any other person or entity.

16.3. Limitation of Liability – Mutual. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND WHERE THIS EXCLUSION OR LIMITATION WOULD BE VOID OR INEFFECTIVE UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PRIORITY'S TOTAL LIABILITY TO CUSTOMER UNDER THIS AGREEMENT EXCEED TEN THOUSAND DOLLARS (\$10,000.00), REGARDLESS OF THE NUMBER OF CLAIMS OR THE FORM OF ACTION OR DAMAGES. THIS SECTION 16 WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

16.4. Force Majeure. Neither party will be liable to the other party for any failure or delay in performance hereunder (other than a payment obligation) if such failure or delay is caused by events beyond its reasonable control, including but not limited to, acts of God, embargoes, governmental restrictions, strikes, riots, insurrection, wars, or other military action, acts of terrorism, civil disorders, rebellion, fires, floods, vandalism, pandemic, or sabotage; acts of government, the Network or ACH Network, or regulatory agencies; or failures or fluctuations in electrical power, heat, light, air conditioning, computer or telecommunications services or equipment (each, a "Force Majeure Event"). The party whose performance is affected by a Force Majeure Event will promptly notify the other party, giving details of the situation, and will make reasonable efforts to mitigate the impact of the Force Majeure Event. The obligations of the party giving such notice will be suspended for so long as the Force Majeure Event continues.

17. Indemnification.

17.1. Indemnification Obligations. Customer will indemnify, defend and hold harmless Priority and its officers, directors, employees, agents, and permitted assigns (each, an "Indemnified Party") from and against any and all expenses, losses, liabilities, damages, fines, or costs, including reasonable attorneys' fees (collectively, "Losses") arising from any action, claim, counterclaim, demand, or proceeding (each, a "Claim") made or brought by a third party, including any regulatory authorities, as a result of (i) Customer's breach of any representation, warranty, or covenant hereunder; (ii) Customer's gross negligence or intentional misconduct in connection with the Priority Services; (iii) any loss or corruption of data received from or in transit from Customer; or (iv) any Priority Services provided by Priority in reliance on instructions (including payment instructions) received from Customer; provided, that the foregoing provisions shall not apply if such Losses result from Priority's (A) gross negligence or intentional misconduct, or (B) failure to comply with, or to perform its obligations under this Agreement, such as to give rise to such Loss or Claim.

17.2. Procedure. If a Claim is asserted against an Indemnified Party, such Indemnified Party shall promptly notify Customer of such Claim. Customer shall, at its sole expense, with counsel reasonably acceptable to Indemnified Party, assume the defense or settlement of the Claim. Indemnified Party shall, at Customer's expense, reasonably cooperate with, and provide assistance to, Customer in the defense of the Claim. Indemnified Party may, at its own expense, employ its own counsel if it elects to participate in such defense. If Customer fails to take charge of the defense of such Claim, Indemnified Party may, upon written notice thereof to Customer, assume the defense or settlement of the Claim, and the fees and expenses related thereto shall be borne by Customer. Neither Party may settle any Claim without the other Party's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned.

18. Intellectual Property Infringement.

18.1. Obligations. If the use of any Priority Services is held to, or if Priority reasonably believes the use of any Priority Services is likely to be held to, constitute an infringement or misappropriation of any intellectual property rights or any third party, Priority may, at its option and expense, (i) procure for Customer the right to continue using the applicable Priority Service; (ii) replace the applicable Priority Service with a non-infringing, non-misappropriating and functionally equivalent service; (iii) modify the applicable Priority Service so that it is not infringing or misappropriating; or (iv) if options (i)-(iii) are not commercially reasonable as determined in Priority's reasonable discretion, terminate the applicable Priority Service and refund a proportionate amount of any fees prepaid by Customer for such Services, as applicable.

18.2. Limitation. Section 18.1 shall not apply and Priority shall have no obligation to Customer to the extent any claim of infringement or misappropriation is based on any (i) modifications to the Priority Services made by persons or entities other than Priority, its affiliates or their contractors, unless approved by Priority; (ii) combination with other services, products, processes or materials of any third party, including without limitation, other third party equipment or systems used by Customer; and (iii) continued use the Priority Service after Priority has made available a non-infringing replacement.

18.3. Exclusive Remedy. THIS SECTION STATES THE ENTIRE LIABILITY OF PRIORITY AND ITS AFFILIATES, AND CONSTITUTE CUSTOMER'S SOLE AND

EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM THAT THE USE OF THE PRIORITY SERVICES INFRINGES OR MISAPPROPRIATES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

19. Waiver of Jury Trial and Class Action. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT OR A PARTY'S PERFORMANCE HEREUNDER. EACH PARTY ACKNOWLEDGES AND AGREES THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PERSON OR ENTITY. EACH PARTY FURTHER AGREES TO WAIVE, AND HEREBY WAIVES, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS AGAINST THE OTHER PARTY.

20. Independent Contractors. The relationship between the parties created by this Agreement is that of independent contractors. Nothing contained herein shall be construed to create any agency, fiduciary relationship, joint venture, or partnership. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party will have any authority and neither party will represent that it has any authority, to assume or create any obligation, express or implied, on behalf of the other party, except as specifically set forth in this Agreement.

21. Subcontracting. Priority may use subcontractors or other third parties to fulfill its obligations under this Agreement and any of the transactions contemplated thereby.

22. Assignment. Customer may not assign or transfer (including by operation of law) the Agreement or its access to or use of the Priority Services to any third party without the prior written consent of Priority. Priority may assign or transfer (including by operation of law) the Agreement. This Agreement will be binding on the parties and their respective permitted successors and assigns. Any assignment in violation of this section will be void.

23. Publicity. Each party agrees not to use the other party's name or refer to the other party, directly or indirectly, in any media release, public announcement, or public disclosure relating to this Agreement, including in any promotional or marketing materials, customer lists, referral lists, or business presentations, without the prior written consent of the other party, which may be given for each such use or release or generally. Notwithstanding the foregoing, a party has the right to use the name of the other in order to make disclosures and filings required by securities and other applicable laws, to describe to funding sources, potential acquirers or investors, advisors and auditors the relationship of the parties hereunder and the existence of this Agreement, and as otherwise required to perform the Priority Services required under this Agreement. Except as specifically provided in this Agreement, a party may not use the name, logo, trademark, or service mark of the other party without the other party's prior written consent.

24. Survival. The obligations of all parties hereto incurred prior to the effective date of the termination or arising from transactions processed prior to the termination shall survive the termination of this Agreement. In addition to the foregoing and in addition to those sections of these Terms which by their terms survive, Sections 7.4, 8.2, 8.5-8.7, 9.3-9.5, 11-14, 16-20, and 23-26 of these Terms shall survive the termination or expiration of this Agreement for any reason.

25. Notices. Except as otherwise provided in this Agreement, all notices and other communication required or permitted under this Agreement shall be in writing and may be delivered personally, by overnight courier (signature required), by registered or certified mail (return receipt requested), or by email with return email confirming receipt. Notices shall be sent to the parties' addresses listed below or to such other address as either party has notified the other party in the manner provided in this Section. Notice shall be deemed given: (i) when personally delivered to an officer of the receiving party; (ii) on the date of actual receipt when sent by overnight courier or registered or certified mail; (iii) on actual receipt when sent by email.

If to Priority:

Priority Technology Holdings, Inc.
2001 Westside Parkway, Suite 155
Alpharetta, GA 30004
Attn.: General Counsel
Email: legaldepartment@prth.com

If to Customer, at Customer's contact information stated in the Application.

26. Miscellaneous.

26.1. Entire Agreement. Any prior or contemporaneous agreements or representations between the parties concerning the subject matter of this Agreement are merged into and superseded by this Agreement. This Agreement constitutes the entire understanding between the parties concerning the subject matter of this Agreement.

26.2. No Waiver. No waiver of any of the provisions of this Agreement will be valid unless in writing and signed by the party making the waiver. A waiver of one provision does not operate as a future waiver of that or any other provision of this Agreement.

26.3. Governing Law. This Agreement is governed by the laws of the United States of America and the laws of the State of Georgia, without regard to principles of conflicts of law. Any action brought in connection with this Agreement will be brought exclusively in the federal and state courts in Cobb County, State of Georgia, and each party hereby consents to personal jurisdiction over it by such courts. The prevailing Party in any legal action relating to this Agreement shall be entitled to recover its expenses, court costs, and reasonable attorney's fees actually incurred from the other.

26.4. Severability. If any provision of this Agreement is held invalid or unenforceable, that provision will be construed, limited, modified, or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement will remain unaffected. The parties will make a reasonable effort to modify the invalid or unenforceable provision to render it enforceable in accordance as closely as possible to the intent of the original provision.

Exhibit A

Prohibited Suppliers

The following company types are prohibited

- | | |
|--|-------------------------------|
| 1. Adoption Agencies (non or for profit) | 18. Mortgage Companies |
| 2. Adult Entertainment / Pornographic / Adult Material | 19. Neighborhood Party Sales |
| 3. Collection Agencies | 20. Nutraceutical Companies |
| 4. Companies headquartered outside the United States | 21. Online Customer Finance |
| 5. Companion or Escort Services / Sexual Encounter Agencies | 22. Online Dating Services |
| 6. Consulting Firms Operating in get rich schemes, credit repair, & debt reduction, mortgage reduction services, investment programs | 23. Outbound Telemarketing |
| 7. Credit Restoration / Repair Services | 24. Payday Lending |
| 8. Door-to-Door Sales | 25. Protection Services |
| 9. Drug Paraphernalia | 26. Pseudo - Pharmaceuticals |
| 10. E-Cigs / Tobacco Distributor | 27. Psychics |
| 11. Factoring | 28. Pyramid / Mid-Level Sales |
| 12. Flea Markets | 29. Sports Forecasting |
| 13. Gambling / Lotteries / Raffles | 30. Tattoo Parlors |
| 14. Gun Sales | 31. Tax Anticipation Programs |
| 15. Law Firms engaged in bankruptcy | 32. Time Share |
| 16. Mailing Lists | 33. Travel Agencies |
| 17. Massage Parlors | 34. Virtual Coin / Bit Coin |

The following company types are restricted and require additional underwriting by Priority

- | | |
|---|---|
| 1. Airlines | 24. Import/Export |
| 2. As Seen on TV/Lifetime Guarantees | 25. Inbound Telemarketing |
| 3. Auctions | 26. Internet Fulfillment Houses |
| 4. Auto Rental Agencies & Auto Sales | 27. Investment Opportunities |
| 5. Bail Bond Services | 28. Limousine or Tax Services |
| 6. Bars/Tavern (not serving food) | 29. Long Distance Providers / Network Providers |
| 7. Business Loans | 30. Mall Kiosks |
| 8. Cable Boxes | 31. Merchant Cash Advance |
| 9. Checking Cashing Institutions | 32. Modeling Agencies / Talent Booking Agencies |
| 10. Computer Hardware & Software (Retail) | 33. Network Providers |
| 11. Consignment Stores | 34. Novelty/Replica Collectibles |
| 12. Consumer Loans/Leases | 35. Pawn Shops |
| 13. Contractors/Home Repairs | 36. Precious Metal or Stamps |
| 14. Cooperative Discount Groups | 37. Prepaid Services |
| 15. Credit Card Protection | 38. Real Estate Services |
| 16. Employment Agencies | 39. Resort Land Promotions / Sale of Real Estate |
| 17. Forward Deliveries | 40. Resume Preparers |
| 18. Forward Delivery Providers | 41. Student Loan Assistance Companies / Government Grants |
| 19. Freight Forwarders | 42. Talent Booking Agencies |
| 20. Furniture Sales | 43. Technology Support/Cloud Storage |
| 21. Hair Growth and/or Replacement / Vitamin & Supplement Sales | 44. Telephone Cards |
| 22. Health Spas / Clubs (Except Country Clubs) | 45. Third Party Processor / Third Party Sender |
| 23. Home Based Charities | 46. Water Purification |

Exhibit B
PRIORITY CORPORATE CREDIT CARD AGREEMENT

Last Updated: July9, 2021

These Terms and Conditions (these “Terms” or this “Agreement”) set forth and govern the terms of the relationship between Account Owner and Bank with respect to the Priority One Card issued in connection with the Priority Commercial Credit Program (each term as defined below). **Account Owner is responsible for instructing the Business Administrator and any and all Authorized Users regarding these Terms and for ensuring that such persons comply with all applicable requirements set forth herein.**

1. DEFINITIONS.

“Access Information” means collectively a PIN, online user name, password, challenge questions, and any other security information used to access the Card Account.

“Account Owner” means the entity that has qualified for and established a Card Account (See Section 5.2 – Establishing Card Accounts).

“Authorized User” means any designated person authorized by the Business Administrator to use the Card Account on Account Owner’s behalf.

“Bank” means Sutton Bank, member Federal Deposit Insurance Corporation (“FDIC”).

“Business Administrator” means any person Account Owner designates to administer the Card Account and associated Cards and/or act on Account Owner’s behalf in connection with these Terms, including without limitation by designating Authorized Users, funding the Card Account, and setting Card Account limitations (See Section 5.2 – Establishing Card Accounts).

“Card Account” means, collectively, one or more accounts between Account Owner and Bank established and governed by this Agreement and includes all Sub-Accounts except as indicated in this Agreement.

“Principal Owner” means (1) each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity and (2) one individual with significant responsibility for managing the legal entity listed above, such as an executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions.

“Priority” means Priority Commercial Payments, LLC, which is an unaffiliated third-party business partner of Sutton Bank.

“Priority Commercial Credit Program” means the program pursuant to which Priority offers credit to Account Owner for commercial purposes, which credit may be accessed through the use of the Card in compliance with these Terms and the Priority Commercial Payments Agreement between Account Owner and Priority.

“Priority Commercial Payments Agreement” means the agreement between Account Owner and Priority, setting forth the terms and conditions governing the commercial credit that may be extended to Account Owner, from time to time, by Priority, which credit may be accessed through the use of the Card.

“Priority One Card” or “Card” means the Visa branded credit card issued by Bank that allows Authorized Users to access credit extended to Company by Priority. Each reference to “Priority One Card” also shall include the plural “Priority One Cards.” A Priority One Card may be (i) a virtual card represented by a 16-digit account number that Account Owner uses to make accounts payable payments through Priority’s CPX platform (a “Virtual Card”); or (ii) a credit card (which can be physical or virtual) embossed with, or represented by, a 16-digit number (the “Commercial Card”).

“Sub-Account” means that discrete portion of the Card Account that an Authorized User has been given the ability to access by Account Owner pursuant to the procedures set forth in this Agreement (See Section 5.5 – Authorized User Eligibility).

“We,” “us,” and “our” mean Bank and its successors, affiliates, and assignees.

“Website” means: (i) for Virtual Cards: <https://cpxchange.com>; and (ii) for Commercial Cards: <https://www.card-data.com/PriorityOne>.

2. ACTIVATING THE CARD.

AN AUTHORIZED USER CANNOT USE A CARD ACCOUNT OWNER HAS PROVIDED TO THEM UNTIL THE BUSINESS ADMINISTRATOR HAS ACTIVATED THAT CARD PURSUANT TO THESE TERMS. ACCOUNT OWNER HEREBY REPRESENTS AND WARRANTS THAT EACH AUTHORIZED USER WILL COMPLY WITH THESE TERMS. ACCOUNT OWNER HEREBY AGREES TO ACCEPT SOLE RESPONSIBILITY FOR ALL ACTIONS OF SUCH AUTHORIZED USERS.

3. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A CARD ACCOUNT.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THESE MEANS FOR ACCOUNT OWNER: WHEN ACCOUNT OWNER OPENS AN ACCOUNT, WE WILL ASK FOR THE NAME, ADDRESS, EMPLOYER IDENTIFICATION NUMBER AND ORGANIZATIONAL DOCUMENTS OF THE ACCOUNT OWNER AND THE NAMES, ADDRESSES, DATES OF BIRTH, AND OTHER INFORMATION CONCERNING EACH PRINCIPAL OWNER THAT WILL ALLOW US TO IDENTIFY THE ACCOUNT OWNER AND ITS PRINCIPAL OWNERS. WE MAY ALSO ASK TO SEE A COPY OF EACH PRINCIPAL OWNERS’ DRIVER’S LICENSES OR OTHER IDENTIFICATION DOCUMENTS.

4. CONSENT TO USE ELECTRONIC SIGNATURES AND COMMUNICATIONS.

- 4.1. Account Owner Consent. To the extent permitted by applicable law, Account Owner consents to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to Account Owner and Authorized Users under these Terms and in connection with Account Owner's relationship with us (collectively, "Communications") that we may otherwise be required to send or provide Account Owner in paper form (e.g., by mail). By accepting and agreeing to these Terms electronically, Account Owner represents that: (1) Account Owner has read and understands this consent to use electronic signatures and to receive Communications electronically; (2) Account Owner satisfies the minimum hardware and software requirements specified below; and (3) Account Owner's consent will remain in effect until Account Owner withdraws its consent as specified below.
- 4.2. Account Owner's Right to Withdraw Consent. Account Owner's consent to receive Communications electronically will remain in effect until Account Owner withdraws it. Account Owner may withdraw its consent to receive further Communications electronically at any time by contacting Customer Service at 1-866-279-1273 (866-CPX-1CRD) (for Commercial Cards) or 1-833-279-8472 (833-CPX-VISA) (for Virtual Cards). If Account Owner revokes its consent to receive Communications electronically, we reserve the right to close Account Owner's Card Account. Such revocation will be effective after we have a reasonable period of time to act on Account Owner's withdrawal request. Please note that such revocation of consent to receive Communications electronically will not apply to any Communications that were sent before Account Owner's request to withdraw consent becomes effective. After such revocation is effective, Authorized Users will no longer be able to use a Card Account, except as expressly provided in this Agreement; and all amounts owed to Priority may be immediately due and payable pursuant to Account Owner's Priority Commercial Payments Agreement. In addition, we may charge Account Owner a reasonable fee for providing paper copies of Communications.
- 4.3. Account Owner Must Keep Contact Information Current With Us. In order to ensure that we are able to provide Communications to Account Owner electronically, Account Owner must notify us and Priority of any change in its email address by updating Account Owner's profile on the Website.
- 4.4. Copies of Communications. Account Owner should print and save or electronically store a copy of all Communications that we or Priority send to Account Owner electronically. We reserve the right to assess a fee for any such paper copy.
- 4.5. Hardware and Software Requirements. In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address; (2) a computer or other mobile device (such as tablet or smart phone) that operates on a platform like Windows or a Mac environment; (3) a connection to the Internet; (4) a Current Version of Internet Explorer 8 (or higher), Mozilla Firefox 7.0, Safari 5, or Chrome 15; (5) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader version 7 or higher; (6) a computer or device and an operating system capable of supporting all of the above; and (7) a printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form. "Current Version" means a version of the software that is currently being supported by its publisher.
- 4.6. Copies of Communications. You should print and save and/or electronically store a copy of all Communications that we or Priority send to you electronically.
- 4.7. Changes. We reserve the right, in our sole discretion, to communicate with Account Owner in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify Account Owner of any such termination or change by updating this Agreement on the Website or delivering notice of such termination or change electronically.

5. CARD ACCOUNT TERMS.

- 5.1. Business Administrators. By designating any individual as a "Business Administrator," Account Owner acknowledges and agrees that we and Priority are entitled to presume that all actions or omissions of the Business Administrator are duly authorized actions or omissions of Account Owner.
- 5.2. Establishing an Account.
 - 5.2.1 Eligibility

In order to establish a Card Account, Account Owner must:

 - (i) designate, by sending an email to CPXAcctMgmt@prioritycommercialpayments.com, a Business Administrator to act on Account Owner behalf in connection with these Terms and authorize that person to administer the Card Account;
 - (ii) agree to these Terms, as may be amended from time to time as set forth on the Website in accordance with applicable law;
 - (iii) provide us with the information requested to verify the identity of the Account Owner; and
 - (iv) confirm to us that it has entered into a Priority Commercial Payments Agreement with Priority.
 - 5.2.2 Account Owner's Representation and Warranties

By requesting, activating or using a Card or by retaining, using or authorizing the use of the Card, Account Owner represent and warrant to us that:

- (i) Account Owner has received a copy of these Terms and agrees to be bound by and to comply with them and understands that they are subject to change in accordance with applicable law;
- (ii) Account Owner is in good standing under its Priority Commercial Payments Agreement;
- (iii) Account Owner is duly organized, validly existing and in good standing under the laws of the state in the United States of its formation;
- (iv) Account Owner is duly qualified and in good standing to do business in all jurisdictions where Account Owner conducts its business;
- (v) Account Owner has all necessary organizational power and authority to establish the Card Account, enter into these Terms, and to perform all of the obligations to be performed by it under these Terms;
- (vi) the personal and business information Account Owner provides to us in connection with the Card Account is true, correct and complete;
- (vii) the individual accepting and agreeing to these Terms on Account Owner's behalf has the requisite corporate authority to so act;
- (viii) the Business Administrator is a citizen or permanent resident of the United States and is at least 18 years of age (or older if residing in a state where the majority age is older) and shall possess all necessary organizational power and authority to act on Account Owner behalf;
- (ix) the Business Administrator has the requisite corporate power and authority to allow Authorized Users to use the Card Account; and
- (x) the Card Account will only be used for business purposes and not be used for personal, family or household purposes.

- 5.3 Compliance with Priority Commercial Payments Agreement. Account Owner agrees that the availability of the Card Account is conditioned on Account Owner's continued compliance with all terms and conditions set forth in the Priority Commercial Payments Agreement between Account Owner and Priority. **We reserve the right to close the Card Account immediately, and revoke all Cards distributed to Authorized Users, if we learn at any time that Account Owner is not in full compliance with the Priority Commercial Payments Agreement.**
- 5.4 Permitted Transactions. Transactions approved and processed with the Card may only be used to purchase goods and services for business purposes and cannot be used for personal, family or household purposes.
- 5.5 Authorized User Eligibility. Prior to distributing any Card to an Authorized User, Account Owner shall ensure that each Authorized User (i) is a United States citizen or permanent resident of at least 18 years of age (or older if residing in a state where the majority age is older); and (ii) provides or agrees that the Business Administrator may provide all requested information, such as the Authorized User's name, email address, and such other information as we may request from time to time (collectively, "User Information"). Account Owner represent and warrants that all User Information Account Owner provides to us shall be truthful, accurate, current, and complete. Account Owner further agrees to notify us and Priority promptly and in writing of changes to any User Information. When the Business Administrator notifies us to revoke such permission, the subject Authorized User will no longer be able to use any Card in their possession. We shall be entitled to presume that Account Owner's business records relating to any and all Sub-Accounts are true and correct.
- 5.6 Revocation of Authorized User Privileges. The Business Administrator must modify the settings on the Website or notify Customer Service to revoke permission for an Authorized User to use the Card issued to them by Account Owner. Any revocation of such permission will be effective only after we and Priority have had a reasonable period of time to process Account Owner's withdrawal.
- 5.7 Revocation of Business Administrator Privileges. Account Owner must notify Priority via e-mails at CPXAcctMgmt@prioritycommercialpayments.com to revoke permission for any Business Administrator to administer the Card Account. Any revocation of such permission will be effective only after we and Priority have had a reasonable period of time to process Account Owner request.
- 5.8 Card. The Priority One Card is a credit card issued by the Bank that allows Account Owner to access credit extended to Account Owner by Priority. The Card may be used to pay for goods and services or to advance cash from automated teller machines. The Card remains our property and must be returned to us upon our request. To the extent permitted by applicable law, we may cancel, repossess, or revoke the Card at any time without prior notice. The Card cannot be redeemed for cash. The Card is not for resale and may not be transferred or assigned. Account Owner acknowledge and agree that when Account Owner, including any Authorized Users, has both a virtual Card and a physical Card, the virtual Card and the physical Card will have separate Card Accounts.
- 5.9 Activating Card. The Business Administrator must activate every physical Card before it can be used. the Business Administrator must both activate the Card and set a PIN before it can be used (See Section 5.11 – Card & PIN Security). Business Administrator may activate a physical Card on the Website (<https://www.card-data.com/PriorityOne>) or by calling 1-866-279-1273 (866-CPX-1CRD).
- 5.10 Fees. No fees are assessed for using the Card.

- 5.11 **Card and PIN Security.** When selecting a PIN for a physical Card, the Business Administrator should not use numbers or words that appear in Business Administrator's date of birth, address, or social security number. Business Administrator and Authorized Users must memorize PINs and not share them with anyone. No one should write the PIN on a Card or keep it in the same location as the Card. Always protect the Card and keep it in a safe place. Do not send a Card number in an email or text message. Make sure Card and Access Information is secured with encryption when used to perform transactions over the Internet or wireless networks.
- 5.12 **Lost or Stolen Card or Compromised PIN.** The Card Account is a commercial Card Account and does not provide consumer protections for lost or stolen Card Accounts or unauthorized transactions. **Until the Business Administrator or Authorized User reports a Card as lost or stolen or reports an unauthorized transaction on a Card Account, Account Owner is fully responsible for all transactions, even if the Card is lost, stolen or used for unauthorized transactions.** Please contact Customer Service IMMEDIATELY if the Account Owner, Business Administrator, or any Authorized User believes: (a) a Card has been lost or stolen, or (b) someone has gained unauthorized access to any Access Information. Reporting a lost/stolen Card or unauthorized transactions by calling Customer Service at 1-866-279-1273 (866-CPX-1CRD) (for Commercial Cards) or 1-833-279-8472 (833-CPX-VISA) (for Virtual Cards) or by sending an email to CPXAcctMgmt@prioritycommercialpayments.com to deactivate the Card Account is the best way to minimize possible losses. If an Authorized User or Account Owner has both a virtual and a physical Card and one of those Cards is reported as lost or stolen, the Card that is lost or stolen will be canceled and a new Card will be issued. Unless we have authorized a transaction after a Card Account is blocked (See Section 5.25 – Our Liability to Account Owner), Account Owner is responsible for all unauthorized transactions initiated and fees incurred from the unauthorized use of a Card Account.
- 5.13 **Using the Card.** The physical Card may be used for ATM cash withdrawals or cash back at the point-of-sale. The Card may not be used for business payroll payments. An Authorized User may use a Card to make purchases at any merchant that accepts Visa credit cards subject to the terms and condition of this Agreement, which require compliance with the Priority Commercial Payments Agreement. If Account Owner or an Authorized User uses a Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if the Authorized User used the Card itself. We may refuse to process a transaction, or temporarily “freeze” the Card Account and attempt to contact the Business Administrator if we notice transactions that are unusual or appear suspicious, or use of the Card Account that are not consistent with its intended use.
- 5.14 **Merchant Holds on Available Credit.** When an Authorized User uses the Card or Card number to initiate a transaction at certain merchant locations, websites, or mobile applications such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the available credit in the applicable Sub-Account for an amount equal to or in excess of the final transaction amount. The amount subject to the hold will reduce the available credit in the applicable Sub-Account until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take up to two business days for the hold to be removed. During that period, the Account Owner and Authorized User will not have access to the credit subject to the hold. Please be advised that an Authorized User may experience difficulties using Account Owner physical Card at unattended vending machines, kiosks, and gas station pumps. If the physical Card is declined at a “pay at the pump” gas station even though the Card Account has sufficient credit available, the Authorized User should pay for the purchase inside with the cashier. An Authorized User may not use a virtual Card for making purchases at any vending machines, kiosks or gas station pumps.
- 5.15 **Card Account and Transaction Limits.** Subject to any conditions imposed by the Priority Commercial Payments Agreement, there are no daily, monthly, or other transaction limits on the amounts that can be spent using the Card.
- 5.16 **Transaction Restrictions.** Account Owner or its Authorized Users may not use any Card for online gambling or illegal transactions. The Business Administrator may restrict transactions based on Merchant Category Code or Merchant ID. If the Priority One Card is not accepted at a merchant location, a different card will have to be used in order complete the transaction. We may refuse to process any transaction we believe violates the terms of this Agreement.
- 5.17 **Responsibility for Authorized Transactions.** Account Owner is responsible for all transactions initiated and fees incurred by use of a Card. If the Business Administrator or an Authorized User permits another person to have access to a Card number, we will treat this as if the Business Administrator has authorized such person to use the subject Sub-Account, and Account Owner will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. Account Owner will further be responsible for any transactions made and any fees incurred by any Authorized User even if the Authorized User exceeds the scope of the authority Account Owner has granted to them. If the Business Administrator wants to withdraw permission for an Authorized User to use a Card, then transactions made with the Card will be considered unauthorized only after the Business Administrator notifies us that the person is no longer authorized to use the Card Account.
- 5.18 **Transaction History.** The Business Administrator may obtain information about the available credit in the Card Account or Sub-Accounts and a 12-month history of the Card Account transactions on the Website.
- 5.19 **Account Alerts.** If the Business Administrator or any Authorized User provide email addresses to us, we will send those persons important notices via email about the Card Account or applicable Sub-Account. All such notices shall be deemed to have been given by us to Account Owner. In addition, if the Business Administrator or Authorized User provide mobile phone number or other text message addresses to us, we shall assume that Account Owner has obtained all legally required consent of such persons to receive text at the subject number or address. For the avoidance of doubt, Account Owner accepts sole and complete responsibility for obtaining such consent and agrees to notify us promptly of any changes. The Business Administrator or Authorized User may change the frequency of notifications at any time by updating their notification setting on the Website. Third-party data and message fees may apply.

- 5.20 Transactions in Foreign Currencies. If an Authorized User makes a purchase using the Card in a currency other than in U.S. dollars, the applicable exchange rate will be selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate. The exchange rate used on the central processing date may be different than the rate that was in effect on the date Authorized User performed the transaction.
- 5.21 Receipts. Account Owner or its Authorized User should get a receipt for each Card transaction and Account Owner agrees to retain, verify, and reconcile Card transactions against those receipts.
- 5.22 Refunds and Disputes. Account Owner or an Authorized User will not receive cash refunds for Card transactions. If a merchant gives credit for merchandise returns or adjustments, the merchant may do so by processing a credit adjustment, which we will credit to the account balance of the Card Account. We are not responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that purchased using a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased.
- 5.23 Confidentiality. The privacy and security of non-public personal information is very important to us. We safeguard the information we collect regarding the employees and agents of our business customers in a manner consistent with how we safeguard customer information. Account Owner agrees that we may disclose information to third parties about the Business Administrator, Authorized Users, the Card Account, or Card transactions: (a) as necessary to effect, administer, or enforce a Card transaction requested or authorized; (b) with Account Owner's consent; (c) to protect against or prevent actual or potential fraud, unauthorized transactions, or other liability; and (d) to comply with government agency or court orders; (e) as permitted and required by applicable law.
- 5.24 Replacement Cards. The expiration date of a physical Card is identified on the front of the Card. Upon expiration of the Card, if the Card Account is in good standing, we may issue a new Card. If Account Owner or an Authorized User needs to replace a Card for any reason, please contact the Business Administrator, who in turn should contact Customer Service. Please note that certain User Information will need to be provided whenever a replacement Card is requested.
- 5.25 Our Liability to Account Owner. We will not authorize a transaction and will not be liable to the Account Owner or any Authorized User if: (a) through no fault of ours, Account Owner does not have enough available credit in the Card Account or an applicable Sub-Account to perform a requested transaction; (b) circumstances beyond our reasonable control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or natural disaster) prevent or delay the transaction despite reasonable precautions taken by us; (c) the system, or point-of-sale terminal was not working properly and the Business Administrator or the Authorized User knew about the problem when the subject transaction was initiated; (d) the merchant refuses to accept the Card; (e) if access to a Card Account has been blocked after the Business Administrator or Authorized User reported a Card lost or stolen; or (f) if we have reason to believe the transaction is unauthorized.
- 5.26 Errors or Questions About Card Account Transactions. Call Customer Service at 1-866-279-1273 (866-CPX-1CRD) (for Commercial Cards) or 1-833-279-8472 (833-CPX-VISA) (for Virtual Cards), or email Priority at CPXAcctMgmt@prioritycommercialpayments.com as soon as Account Owner thinks an error has occurred involving the Card Account. We must hear from Account Owner no later than 60 days after the earlier of the date Account Owner electronically accessed the Card Account, if the error could be viewed in Account Owner's electronic transaction history, or the date we sent the FIRST written transaction history on which the error appeared. When Account Owner sends us notice of an error involving the Card Account, Account Owner will need to tell us: (a) Account Owner's name, Authorized User's name and Card number; (b) why Account Owner believes there is an error and the dollar amount involved; and (c) approximately when the error took place. We will review the information submitted in a commercially reasonable manner. If Account Owner requires additional information about our error resolution process, contact Customer Service at 1-866-279-1273 (866-CPX-1CRD) (for Commercial Cards) or 1-833-279-8472 (833-CPX-VISA) (for Virtual Cards).
- 5.27 Assignment. To the extent permitted by applicable law, we may assign these Terms without Account Owner's consent. Account Owner may not assign this Agreement without our prior written consent.
- 5.28 Severability and Waiver. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected. We do not waive our rights by delaying or failing to exercise them at any time.
- 5.29 Amendment. Subject to applicable law, we may add to, delete, or amend this Agreement at any time in our sole discretion without providing notice to Account Owner. We reserve the right, subject to applicable law, to deliver to Account Owner any notice of changes to existing terms or the addition of new terms by posting an updated version of this Agreement on the Website or delivering notice of changes electronically. By continuing to participate in the Priority Commercial Credit Program, Account Owner agrees to be bound by the updated Terms.
- 5.30 Entire Agreement. These Terms constitutes the entire and sole agreement between Account Owner and us with respect to the Priority Commercial Credit Program and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Program. For the avoidance of any doubt, these Terms are in addition to, and do not supersede, the Priority Commercial Payments Agreement between Account Owner and Priority.
- 5.31 Cancellation and Suspension. To the extent permitted by applicable law, we may cancel or suspend any Sub-Account, or the Card Account generally, or this Agreement immediately, for any reason, and without giving Account Owner prior notice. Account Owner may cancel any Sub-Account, the entire Card Account, or this Agreement at any time by notifying Customer Service at the number or address

provided below. Cancellation or suspension of this Agreement will not affect any of our rights or Account Owner obligations arising under this Agreement prior to such cancellation or suspension.

- 5.32 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.
- 5.33 **Indemnification.** At our request, Account Owner agrees to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and its employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from Account Owner's violation of these Terms, applicable law, or any third-party rights or Account Owner's fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by Account Owner, in which event Account Owner will cooperate in asserting any available defenses.
- 5.34 **NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE.** From time to time, services related to the Priority Commercial Credit Program may be inoperative. When this happens, Account Owner may be unable to access the Website and Authorized Users may be unable to use the Card or obtain information about the Card. Please notify us if Account Owner has any problems using the Card or the Website. Account Owner agrees that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.
- 5.35 **LIMITATION OF LIABILITY.** We shall have no liability to Account Owner if we are unable to complete a transaction for any reason beyond our control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer the Cards, Account Owner Card Accounts, and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the Cards, Account Owner Card Accounts, any products or services purchased using Card Accounts, or this Agreement (as well as any related or prior agreement that Account Owner may have had with us).
- 5.36 **NOTIFICATION OF CHANGES.** If Account Owner's U.S. mail or postal address, or email address or telephone number changes, Account Owner must notify us immediately. Failure to do so may result in information regarding the Card or Card Account being delivered to the wrong person or Card transactions being declined. In such event, we shall not be responsible for any resulting misuse of funds available in the Card Account. Account Owner must notify us immediately in the event of the insolvency, receivership, conservatorship, bankruptcy, reorganization or change in Principal Owners. We may terminate this Agreement in the event a change of control, reorganization, restructuring, conversion, consolidation, division or merger of Account Owner or any Principal Owner.
- 5.37 **DISPUTE RESOLUTION BY BINDING ARBITRATION.** For any and all controversies, disputes, demands, claims, or causes of action between Account Owner and us (including the interpretation and scope of this Section 5.37 and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Priority Commercial Credit Program, Card Accounts, or these Terms (as well as any related or prior agreement that Account Owner may have had with us), Account Owner and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration and the terms of this Section 5.37. The arbitration will take place in the federal judicial district located in the borough of Manhattan, New York, New York, or in the alternative, may be conducted telephonically at Account Owner's request. As used in this Section, "we" and "us" mean Bank and its subsidiaries, affiliates, predecessors, successors, and assigns and all of Bank's employees, officers, directors, agents, and representatives. In addition, "we" and "us" includes any third party providing any product, service, or benefit in connection with the Card Accounts or these Terms (as well as any related or prior agreement that Account Owner may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association ("AAA") with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "Rules and Procedures"). Notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of Account Owner's principal place of business residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of Account Owner's principal place of business for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

Account Owner agrees to the following in connection with any arbitration: (a) no class or similar group arbitration will be permitted; (b) the arbitration will be confidential, and neither Account Owner nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (c) subject to Section 5.35 (Limitation of Liability), the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (d) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

Account Owner understands and agrees that, by agreeing to these Terms:

- **ACCOUNT OWNER IS GIVING UP ITS RIGHT TO HAVE A TRIAL BY JURY; and**

- **ACCOUNT OWNER IS GIVING UP ITS RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE WITH US.**

This Section will survive termination of the Card Account or these Terms or bankruptcy by Account Owner, or any bankruptcy by us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein.

6. IMPORTANT CONTACT INFORMATION.

- 6.1. Contact Information for Customer Service. Account Owner, the Business Administrator, and Authorized Users may contact Customer Service at 1-866-279-1273 (866-CPX-1CRD) (for Commercial Cards) or 1-833-279-8472 (833-CPX-VISA) (for Virtual Cards).

Singe Payables, LLC – Payment Management and Services Terms and Conditions

This Payment Management and Services Agreement (the " Agreement") is effective on (the "Effective Date") by and between Singe Payables, LLC, a Delaware LLC, ("Singe") and ("Customer").

1. **Singe’s Scope of Services.** Singe is a commercial payments management advisor in the business of providing its clients with card-based virtual and other payment technology services and expertise (the "Program"). Singe shall facilitate and manage Customer’s card-based virtual payment activities, automated clearinghouse ("ACH") or checks (the "Service") as directed by Customer and in accordance with this Agreement. The Service may only be used for business or commercial purposes. Singe does not guarantee supplier enrollment results nor the amount of accounts payable volume that Customer will direct to Singe.
2. **Customer’s Duties.** Customer shall direct its accounts payable activities to Singe and Singe’s partner bank. Customer shall provide updated vendor (supplier) lists to Singe on at least an annual basis so that Singe can help Customer maximize card volume on a continuous basis.
3. **Virtual Card Revenue Sharing.** Singe will pay Customer a share of the total amount of commercial card payment activity processed through the Program ("Revenue Share"), on a monthly basis, assessed one month in arrears. Monthly payments are based on the transaction category schedule below. Payments are calculated on total monthly net volume.

Transaction Type	Monthly Volume	Revenue Share
Standard ¹	< \$500,000	.50% (50 BPS)

1. Standard transactions are defined as transactions with interchange rates equal to or greater than (≥) 2.55%. Revenue share table may be amended from time to time to adjust for Card Association interchange changes.

- To qualify for the revenue sharing schedule Customer will prefund all payments or utilize daily bill daily pay schedule.
- Monthly Volume will be measured monthly at month end. Once a new monthly volume level is reached, all volume qualified at standard rates will be paid the associated revenue share indicated in the table above until a new level is reached.
- Any volume qualifying at Non-standard rates will be paid revenue share of 0.50%. Non- Standard transactions are defined as Visa and MasterCard Interchange rates that fall below (less than <) 2.55%. Volume categorized as foreign transactions and that incur additional fees will be paid the .50% revenue share net these additional fees. Manual Payments are defined as any payments requiring Singe to manually input card data for a supplier payment. Manual payments that incur additional fees will be paid the .50% revenue share net these additional fees.
- If Customer’s average interchange falls below 2.20%, Singe will work with Customer to modify payment schedules. If Visa or MasterCard interchange rates are significantly altered, Singe will modify payment schedules with Customer.
- If any transaction results in a revenue loss to Singe, Singe will adjust rebate so that Singe makes 0 BPS.

4. **Implementation Fee.** An implementation fee of ten thousand dollars (\$10,000.00) will be assessed 90 days after the execution of this agreement. If the Customer has implemented the Services and run live transactions within the 90 day period after execution of this agreement the Implementation Fee will be waived. The Implementation Fee will be due 30 days after invoice date if applicable.
5. **Check and ACH Fees.** The following cost structure will be leveraged for ACH and check transactions that are processed through Payment Manager:

Payment Type	Cost per Transaction
Check	\$1.75 per transaction
ACH	\$.30 per transaction

¹Rates may be adjusted from time to time to cover for increases or decreases attributed to underlying costs of Singe vendors.

Additional fees associated with ACH and Check payments apply and are provided in Exhibit A. Singe will prepare a monthly or quarterly report that summarizes the costs associated with Check and ACH payments. The sum total of these costs will be subtracted from the Revenue Share associated with virtual card payments. If the revenue earned by virtual card payments exceeds the expense of ACH and Check transactions in any given cycle, Singe will issue payment directly to Customer. If the costs exceed the revenue, Singe will remit any fees directly to Customer.

6. Payments and Funding. Customer will periodically submit files (“Payment Instruction Files”) from Customer’s accounting systems for specific payments to Customer’s suppliers. Singe will provide funding process specifics during the implementation of the Program.
7. Term. This Agreement shall commence and be effective on the Effective Date and shall continue for three calendar years (“Initial Term”). The Initial Term shall automatically renew for an unlimited number of one (1) year renewal terms (each, a “Renewal Term”) unless one party provides the other with written notice of its intent to terminate not less than ninety (90) days prior to the end of the Initial Term or the then current Renewal Term. During the term of this Agreement and subsequent auto-renewal years, Customer agrees not to engage with any competing Virtual Card program. If Virtual Card payments cease during the initial term, unpaid rebate that has accrued will be retained by Singe.
8. Termination. If either party breaches any provision of this Agreement, and such breach is not cured within thirty (30) days after the breaching party receives written notice, then in addition to all other rights and remedies of law or equity or otherwise, the non-breaching party shall have the right to terminate this Agreement without any obligation or liability except as otherwise defined in this Agreement.
9. Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES OR LOSS OF PROFITS OR REVENUE REGARDLESS OF ANY KNOWLEDGE OR NOTIFICATION OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
10. Governing Law, Jurisdiction, Venue. This Agreement shall be governed by and construed in accordance with, the laws of the State of Delaware. For any disputes or claims arising out of or relating to this Agreement, exclusive jurisdiction and venue shall be in Delaware. The prevailing party in any dispute shall be entitled to reasonable attorney fees and costs, including expert witness fees.
11. Proprietary Work Product and Confidentiality. In performing their respective duties under this Agreement, each party will disclose to the other, certain confidential, proprietary and trade secret information. For purposes of this Agreement, “Confidential information” means any and all information created not otherwise in the public domain prior to the execution of this Agreement. Confidential information shall also include information that was derived from the public domain but was subsequently collected into a list or other document of any kind, or has been fashioned, manipulated, sorted organized, categorized and or filtered. The parties agree that each will hold all confidential information exchanged in strictest confidence and that such Confidential Information will not be used by either party nor revealed to any third party, including any subsidiaries or affiliates, for any purpose other than to facilitate the performance of the parties’ respective obligations under this Agreement. The obligation of confidentiality also extends to proprietary, confidential and trade secret information that belongs to a third-party, but is disclosed with the third-party’s permission. The receiving party hereby agrees that this provision is intended to benefit a third-party and can be enforced by the third-party. This clause shall survive the termination of this Agreement.
12. Miscellaneous Provisions. The undersigned hereby warrants that he/she has the authority to enter into this Agreement on behalf of Customer. This Agreement represents the entire agreement between the parties and shall supersede any prior proposals, offers, negotiations, revisions, unincorporated written communications or oral discussions, statements, representations or agreements. This agreement may not be altered or amended except by a writing signed by an authorized representative of each party. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court of competent jurisdiction, the validity and enforceability of the other provisions will not be affected. Failure by Singe to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or the right to enforce such provision.