

Elite Payments Amendment Terms

1. In the event that Customer has licensed the Service known as "**Elite Payments**," the following Elite Payments-specific terms shall be included in the relevant Amendment as applicable (the "Amendment") by reference in addition to the terms in the original agreement between the parties.
2. Elite may increase or adjust the basis for calculating the Charges or transaction fees for Elite Payments in any renewal term with effect from the start of any such renewal term by giving Customer at least 90 days advance written notice.

3. **Invoice Automation**

By signing the relevant Amendment for invoice automation services, Elite shall invoice Customer for any unique invoice generated ("Invoices") and sent via the Elite Payments system by Customer that exceeds the number of invoices listed in the relevant Amendment and Customer shall pay the Charges set forth on any such invoices in accordance with these Amendment Terms.

4. **Pay Now**

- a) By signing the relevant Elite Payments Amendment, Customer agrees to participate in the Elite's "Pay Now" service. Pay Now allows the Customer to offer Customer's own clients ("Client") the ability to pay Customer for any Client invoices via a one-time payment of the full Client invoice ("Transaction"). In order to do the Transaction, Elite must have both a valid Authorization from Customer's Client and a valid ACH Authorization from Customer, each as more particularly described below. Customer shall initiate all Transactions through the Payment Network designated by Elite, subject to the terms and conditions below.
- b) Client's Authorization: prior to any Transaction, Elite must receive a prior consent from Client ("Authorization") authorizing Elite's Third Party Service Provider (defined below) to debit a bank account designated by Client ("Client Bank Account") for purposes of the Transaction. Such Authorization is solely for the purpose of obtaining Client's consent to debit the designated Client bank account for purposes of the Transaction. The Authorization does not imply, and Elite does not guarantee, that sufficient funds will be available based on such Authorization or that timely payment is made to or for the benefit of Customer.
- c) Customer's ACH Authorization: prior to any Transactions, Customer shall execute an ACH authorization form, in such form and substance reasonably requested by Elite (the "ACH Authorization") allowing Elite's Third Party Service Provider or Bank (defined below) to credit or debit Customer's bank account designated in the ACH Authorization for purposes of the Transaction, including any Chargebacks (defined below) related thereto, all in accordance with the applicable Amendment.
- d) ACH Network: Customer acknowledges and agrees that all Transactions must be submitted via a payment network designated by Elite (currently Fed Now or Real-Time Payment Network) (the "ACH Network") and must be executed in compliance with the Nacha Operating Rules and any other rules or requirements applicable to the Transaction.
- e) In order to collect funds via ACH Debit Transactions (as defined by the Nacha Operating Rules) and as required by the Nacha Operating Rules, Customer shall promptly provide information and documentation reasonably requested by Elite, Elite's Third Party Service Provider, or ODFI Banks for the purpose of ensuring Customer's compliance with these Terms and the Nacha Operating

Rules. Customer further agrees to cooperate with Elite's request for information necessary to complete ACH risk assessments and audits in a timely manner. Elite may immediately suspend or terminate Customer's access to the ACH Network or any other part of Elite's Services if Customer fails to provide information or documentation requested or otherwise comply with this Section 16.4.

- f) Customer shall not submit ACH Network Transactions as a Nested Third Party Sender (as defined in the Nacha Operating Rules) through Elite Payments services at any time.
- g) FBO Account: Elite will designate a third party service provider selected by Elite (the "Third Party Service Provider") to debit the Client Bank Account and transmit funds to an account held at an insured depository institution ("Bank") established and maintained exclusively for the benefit of Elite ("FBO Account"). Customer acknowledges and agrees that such funds are not subject to FDIC pass-through deposit insurance. The third party Service Provider will maintain for Customer a unique sub-account (with appropriate ledger entries) in connection with the FBO Account. Customer acknowledges and agrees that Elite shall not hold, have access to, or exercise any control over the FBO Accounts (including the Customer's sub-account) at any time; rather the Bank will, at all times, hold and have access to and control over the FBO Accounts (including the Sub-accounts). At no time shall Elite be considered, actually or constructively, to control or possess Customer funds while they are credited to and held in the FBO Accounts (including the Sub-accounts). Customer acknowledges and agrees that the Bank shall be solely responsible for all Customer funds held in FBO Accounts (including the Customer's sub-account). Customer acknowledges and agrees that Bank has no obligation to check, verify, or review Elite's instructions.
- h) Customer represents, warrants and undertakes through the Term of the Amendment that: (i) in receiving the Pay Now service, Customer is acting solely in the exercise of its commercial occupational activity and that the Pay Now service will not be used for any other purposes; (ii) Customer may not resell the Pay Now service, in whole or in part, or otherwise allow the use of the Pay Now service by any third parties; and (iii) Customer shall not use Pay Now for the payment of products/services not agreed to in writing in advance between Elite and Customer.
- i) Without limiting Elite's rights to terminate or suspend Customer's access to the Services, Elite may also terminate or suspend Customer's access to the ACH Network for violation of the Nacha Operating Rules, including if an ODFI Bank requires Customer's suspension or termination, if Customer exceeds acceptable limits on returns, or if Customer fails to timely pay Elite in full for any of the payments contemplated herein.
- j) Customer shall be responsible for the on-boarding of Clients for purposes of the Transaction. Customer and any relevant entities receiving payments must satisfy Elite's "Know Your Business" ("KYB") procedures at all times during the Term in order to be eligible to use the Services and shall provide to Elite all information requested by Elite for such purpose. Customer represents and warrants that any information that Customer provides to Elite about Customer's business is for purposes of Company's KYB review is accurate and complete, and Customer will keep this information up to date at all times. Failure to do so may result in termination of the Amendment by Company.
- k) Customer shall be fully liable and indemnify Elite for the non-execution, delayed or defective execution of a Transaction. Notwithstanding the foregoing, where legally required, Elite will initiate a Refund for the amount of the non-executed or defective Transaction.

- l) Customer acknowledges and agrees that as the Bank does not maintain an "account" for Clients within the meaning of 12 CFR Part 1005 – Electronic Fund Transfers ("Regulation E"), transfers to and from the FBO Accounts are not subject to the error resolution procedures under Regulation
- m) Elite and/or the Bank may establish cutoff times for receipt of instructions from time to time in their sole discretion. Elite is not responsible for the accuracy or integrity of any instructions provided by either the Customer or the Client. Customer shall be responsible for any errors or omissions in any instructions caused by the Customer, its systems, or its agents or representatives. Customer is responsible for any errors and any losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and expenses solely and directly resulting from incomplete and/or inaccurate information provided by Customer to Elite relating to the Transaction or an unauthorized or otherwise flawed, incorrect, or erroneous request to disburse funds from the applicable FBO Accounts (including the disposition, failure to disburse, or misdirection of funds resulting from providing inaccurate or incomplete information relating to disbursements).

5. **Pay by Card**

- a) By signing the relevant Amendment, Customer agrees to participate in the Elite's "Pay by Card" service including "Virtual Card Terminal" (the enablement of Customer users to process accounts payable card payments on behalf of Clients through the Platform). In order to receive this additional functionality, Customer acknowledges and agrees that Customer may be required to enter into a direct contractual relationship a payment facilitator (the "Payment Facilitator" chosen by Elite and which may change from time-to-time, including by signing a Payment Facilitator's Sub-Merchant Terms and Conditions, completing a PCI-DSS self-assessment within sixty (60) days of signing the relevant Amendment, and agreeing to Terms and Conditions of Use provided by the payment facilitator (the "Payment Facilitator Agreements").
- b) Elite may disable "Pay by Card" functionality in whole or in part in Elite's sole discretion at any time, including, but not limited to, upon termination or suspension of any of the Payment Facilitator Agreements to which Customer is a party.
- c) Customer represents and warrants to Elite, as an Originator of Transactions made under the Nacha Operating Rules, that no Transaction delivered to Elite, will cause Elite, its Third Party Service Providers, Bank (including any ODFI Banks) to be in violation of any regulation or sanction administered by a Governmental Authority or otherwise cause Elite, its ACH Service Providers, or ODFI Banks to be in violation of any laws of the United States or any other country, that Customer has the authority to request the Transaction and that the ACH Authorization is valid and accurate in all respects.
- d) Faster Settlement: "Faster Settlement" is an Elite Payments optional feature which reduces the standard payout settlement period from two (2) business days to one (1) business day for eligible Pay by Card and Pay Now Transactions, as determined by Elite in its sole discretion. Elite does not guarantee that Faster Settlement will be available for every Transaction. Elite reserves the right, in its sole discretion, to revert any Transaction to the standard two (2) business day settlement period, including where required by the Third Party Service Provider, Payment Facilitator, or applicable payment network rules, or due to risk, compliance, or technical considerations. Customer acknowledges and agrees that Faster Settlement is subject to Faster Settlement Transaction Fees (the "Faster Settlement Fees") as set forth in the applicable Amendment, and that Elite is not liable for any losses, costs, or damages arising from a delay in settlement, whether or not Faster Settlement was elected or enabled. Faster Settlement is subject to the Faster Settlement Fees as set forth in the applicable Amendment.

e) Surcharge Infrastructure: "Surcharge Infrastructure" means Elite's optional Pay by Card feature that enables Customer to pass a surcharge fee to Customer's Clients in connection with card Transactions, subject to applicable law and card network rules. Customer represents, warrants, and covenants that: (i) Customer has determined, based on its own independent review and with appropriate legal and compliance advice, that surcharging is permitted in all jurisdictions in which Customer intends to apply a surcharge; (ii) Customer will comply at all times with all applicable federal, state, and local laws, rules, and regulations governing surcharging, including applicable card network rules (including Visa and Mastercard surcharging rules); and (iii) Customer will provide all required disclosures to Clients in connection with any surcharge. Surcharge Infrastructure eligibility of Customer is determined by Elite in its sole discretion and may be revoked at any time. Elite makes no representation or warranty regarding Customer's eligibility to surcharge in any jurisdiction and shall have no liability whatsoever for Customer's reliance on Elite's activation of Surcharge Infrastructure as confirmation of legal eligibility. Customer shall indemnify, defend, and hold harmless Elite and its affiliates, officers, employees, and agents from and against any and all claims, losses, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Customer's use of Surcharge Infrastructure, including any violation of applicable surcharging laws or card network rules. Elite may immediately suspend or disable Surcharge Infrastructure if Elite determines, in its sole discretion, that Customer's use of surcharging creates legal, regulatory, reputational, or compliance risk to Elite, with or without prior notice. Surcharge Infrastructure is subject to Surcharge Infrastructure Transaction Fees as set forth in the applicable Amendment. Customer's representations, warranties, covenants, and indemnification obligations under this Section shall survive the expiration or termination of the Amendment for any reason. Surcharges may not be applied to debit or prepaid cards.

f) Cross Border Payments: "Cross Border Payment" means a Transaction in which the currency of the Client's payment differs from the currency of Customer's designated bank account (e.g., a payment received in Canadian Dollars (CAD) deposited into a United States Dollar (USD) account). Cross Border Payments are subject to currency conversion by Elite's Third Party Service Provider or Payment Facilitator using the exchange rate applicable at the time of the Transaction. Elite does not guarantee any specific exchange rate and shall not be liable for any losses, costs, or damages arising from exchange rate fluctuations, conversion errors by the Third Party Service Provider or Payment Facilitator, or delays in conversion. Customer acknowledges that Cross Border Payments may be subject to additional regulatory requirements, including, but not limited to, AML, OFAC, and foreign exchange regulations, and Customer is solely responsible for ensuring compliance with all applicable laws in connection with any Cross Border Payment. Customer shall indemnify, defend, and hold harmless Elite and its affiliates, officers, employees, and agents from and against any and all claims, losses, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Customer's use of Cross Border Payments, including any violation of applicable AML, OFAC, foreign exchange, or other regulatory requirements. Customer's indemnification obligations under this Section shall survive the expiration or termination of this Amendment for any reason. Elite reserves the right to suspend or disable Cross Border Payment functionality at any time, including where required by the Payment Facilitator, applicable law, or Elite's compliance policies, with or without prior notice. Eligibility for Cross Border Payments is determined by Elite in its sole discretion and may be revoked at any time. Cross Border Payments are subject to Cross Border Payment Transaction Fees as set forth in the applicable Amendment. Cross Border Payments shall be configured in the Elite Payments Platform by Customer.

6. Chargebacks and Refunds

- a) For purpose of the Pay Now and Pay by Card service, the following definitions apply:
"Chargeback" means a Transaction which is successfully charged back or reversed, in whole or in part, by the Issuer on request of the Client resulting in cancellation of a Transaction in respect of which the Customer has been paid or was due to be paid, notwithstanding any Authorization. Elite will provide a notification to the Client within two (2) business days of a Chargeback occurring.
- b) The Customer agrees that it is solely responsible for and indemnifies Elite in respect of any and all Chargebacks associated with the Pay Now or Pay by Card service. Each Chargeback represents a debt immediately due and payable to Company on demand on its occurrence notwithstanding any expiration or termination of this Amendment or the Pay Now or Pay by Card service. Any Chargebacks for which the Customer is required to reimburse Company shall correspond to the whole or part of the processing value of the original Transaction, as applicable. Funds will be either set-off against future payouts or Elite will debit the Customer's designated bank account. Elite is not obliged to investigate the validity of any Chargeback by any Issuer, or other third party authorized by law to make such determination, whose decision or determination shall be final and binding in respect of any Chargeback. If a Chargeback occurs for a Transaction in respect of which the Customer has already received a Payout of the related funds, this results in the unconditional obligation for and liability of the Customer to immediately return an amount equivalent to Payout for that Transaction to Elite in addition to any Chargeback or other associated costs.
- c) As Chargebacks may arise a considerable period after the date of the relevant Transaction, the Customer acknowledges and agrees that, notwithstanding any termination of this Amendment for any reason, Elite shall remain entitled to recover Chargebacks, Assessments, and Chargeback and Assessment Costs from the Customer.
- d) "Refund" means a full or partial reversal of a particular Transaction where the funds are reimbursed to the Client by the Customer.

7. **Pay Later**

- a) By signing the relevant Amendment, Customer agrees to participate in the Elite's "Pay Later" service. Pay Later allows the Customer to offer Clients the ability to pay Client invoices via installments, whilst receiving payment for said invoice upon signing of a relevant finance agreement by the client. Elite may contract with third party service-providers ("Lender") to enable such functionality.
- b) As part of the Pay Later Services, the Lender shall:
Determine whether it can approve the Customer's Client for a Loan at its sole discretion.
Carry out its own Know Your Business, Know Your Customer, PEPs/Sanctions checks and all other AML/BSA/OFAC or similar requirements on the Client as required by all applicable legal requirements and Lender's policies. Make payments to the relevant Customer bank account(s) as set forth in the Client's invoices. After agreeing to provide Services to a Client, the Lender assumes all risk of non-payment of all Loans.