



Partner Name

Verification Services Merchant Application

Portfolio (ISO) ID

Existing MID

| Business Information | | | | | | |
|---|-------|--------------------------------------|---------------------------------|-------------|--|--|
| DBA Name (Doing Business As) | | Legal Name | | | | |
| Business Ownership Type | | Tax ID Number (Do Not Enter Hyphens) | | | | |
| Street Address (No PO Boxes) | | City | State | Postal Code | | |
| Customer Service Number | | Website | | | | |
| Business Category | | Description of Business | | | | |
| Primary Contact Information | | | | | | |
| Primary Contact Name | | Phone Number | Email Address | | | |
| Verification Information | | | | | | |
| Estimated Number of Transactions Per Year | | | | | | |
| PLEASE COMPLETE OWNER/ACCOUNT CONTROLLER INFORMATION FOR ANY PERSON WITH AUTHORITY OR CONTROL OF THE ENTITY. COMPLETE OWNER/OFFICER INFORMATION FOR ALL EQUITY OWNERS WITH 25% OR GREATER DIRECT OR INDIRECT EQUITY IN THE BUSINESS | | | | | | |
| Owner/Account Controller Information | | | | | | |
| First Name | | Last Name | | | | |
| Home Address (No PO Boxes) | | City | State | Postal Code | | |
| Ownership % | Title | Date of Birth | Social Security Number (Last 4) | | | |
| Email | | Mobile Phone Number | | | | |
| Owner/Officer Information | | | | | | |
| First Name | | Last Name | | | | |
| Home Address (No PO Boxes) | | City | State | Postal Code | | |
| Ownership % | Title | Date of Birth | Social Security Number (Last 4) | | | |
| Email | | Mobile Phone Number | | | | |
| Owner/Officer Information | | | | | | |
| First Name | | Last Name | | | | |
| Home Address (No PO Boxes) | | City | State | Postal Code | | |
| Ownership % | Title | Date of Birth | Social Security Number (Last 4) | | | |
| Email | | Mobile Phone Number | | | | |

| | | | | | |
|---|-------|--------------------|--|-------|-------------|
| Owner/Officer Information | | | | | |
| First Name | | | Last Name | | |
| Home Address (No PO Boxes) | | | City | State | Postal Code |
| Ownership % | Title | Date of Birth | Social Security Number (Last 4) | | |
| Email | | | Mobile Phone Number | | |
| Billing Account Information | | | | | |
| Deposit Transit Routing/ABA Number (9 Digits): | | | Deposit Bank Account Information DDA/Checking Account #: | | |
| Forte Account Verification Services | | | | | |
| Forte Validate | | Forte Validate+ | | | |
| _____ Per Item Fee | | _____ Per Item Fee | | | |
| _____ Monthly Fee | | _____ Monthly Fee | | | |
| Merchant Authorization and Acceptance of Terms and Conditions | | | | | |
| <p>As a duly authorized signatory of Merchant, the undersigned agrees to the terms of the Merchant Services Agreement ("MSA") by and between CSG Forte Payments, Inc. ("Forte") and the Merchant as named above ("Merchant" "you"), Version Number 210907.2a and certifies the following: 1) You have received a copy of the MSA and agree on behalf of Merchant that Merchant is bound by all terms and conditions contained therein and as may be modified or amended pursuant to those terms; 2) You understand that IF MERCHANT SUBMITS A TRANSACTION TO FORTE HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE MERCHANT SERVICES AGREEMENT; 3) All information provided in this Application and supporting documents is true and accurate; 4) If utilizing Forte's Verification and/or Authentication Services, Merchant will use those services for a purpose that is permissible under section 604(a) of the Fair Credit Reporting Act and will follow proper procedures for adverse notifications to its customers, as provided in the MSA; 6) All beneficial ownership information provided in this Application is true and accurate and will be updated with Forte upon any changes thereto.</p> | | | | | |
| Signature _____ Printed Name _____ Title _____ Date _____ | | | | | |

MERCHANT SERVICES AGREEMENT VERIFICATION SERVICES

1. GENERAL

CSG Forte Payments, Inc. (“FORTE”) provides payment processing and related services including but not limited to Automated Clearing House (“ACH”), Credit and Debit Card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to FORTE’s customers (“Merchant(s)”) engaged in the business of selling goods or services to customers that may be businesses or Consumers. The Merchant Services Agreement (“Agreement”) shall consist of these terms and conditions, each of the Appendices attached hereto, if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, which may be amended from time to time in accordance with the terms and provided herein, Merchant will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Merchant and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Merchant at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by reference.

2. USE LICENSE.

2.1 FORTE hereby grants to Merchant a non-exclusive and nontransferable limited license to access and use the Services contracted for under this Agreement and Merchant hereby accepts such license and agrees to utilize and access the selected Services in accordance with the practices and procedures established by FORTE and which may be amended from time to time in accordance with the terms and provided herein.

2.2 Merchant may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its customers, unless otherwise prohibited by FORTE,

FORTE’s financial institution or an applicable Payment Association or other regulatory body.

2.3 No license or right to reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE’s Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither Merchant nor any of its Users or Affiliates shall reverse engineer, decompile or disassemble the Proprietary Property.

2.4 Nothing in the Agreement shall be construed to provide Merchant with a license of any third-party proprietary information or property.

3. OWNERSHIP

3.1 All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the “Proprietary Property”), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Laws.

3.2 FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to Merchant, even when refinements and improvements result from Merchant’s request.

To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of Merchant’s agreement to the terms of this Agreement or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its Users or Affiliates to transfer and assign) to FORTE all rights, title, and interest which Merchant or any of its Users or Affiliates may have in and to such refinements and improvements.

3.3 All reference to any of FORTE’s service marks, trademarks, patents or copyrights, or those of FORTE’s partners or vendors, shall be made in compliance with the requirements,

including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES.

4.1 Representation by Merchant. Each request for data through the Verification and Authentication Services shall constitute a representation, warranty and certification by Merchant: (i) that the data shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or laws; (ii) that the data shall be used solely for the intended use as stated by Merchant on the MSA and that use is in compliance with the permissible uses under the FCRA as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) **Merchant will follow proper procedures for ADVERSE ACTION NOTIFICATION to its customers, as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>**; and (iv) Merchant has implemented security measures to prohibit the unauthorized access to the information provided.

4.2 Use of Services.

4.2.1 MERCHANT SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO MERCHANT BY ITS CUSTOMERS IN EXCHANGE FOR GOODS OR SERVICES. MERCHANT SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

4.2.2 Merchant understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Merchant is declining based on other grounds and/or information. Further, if Merchant does decline services to a FORTE approved consumer or customer based on alternate information, Merchant shall not provide FORTE's contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

4.2.3 Merchant shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Merchant wants to verify.

4.3 Retention of Data. Merchant acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

5. PRICING AND PAYMENT.

5.1 Payment for all utilized Services shall be in accordance with the fee schedule attached hereto as Appendix B, as those fees may be amended by FORTE from time to time. Fees may be amended by FORTE with a minimum of thirty (30) days' notice and such amended fees will become effective on the designated effective date, which shall be no less than thirty (30) days from the date of the written notice to Merchant. Continued use of the Services on and after the designated effective date shall be deemed acceptance of the amended fees.

5.2 Forte reserves the right to impose a fee on Merchant's account due to Merchant's failure to comply with applicable Rules, Laws or regulations. Such non-compliance fee shall be assessed until such time as Merchant becomes compliant.

5.3 Fees shall be immediately due and payable upon receipt of Services unless otherwise agreed upon between the parties. Fees will be automatically debited from the designated bank account on or after the 10th of each month for the prior month's activity unless otherwise agreed between the parties.

5.4 Failure to pay any amount due to FORTE within the time period or on the terms set forth in this Section shall constitute a material breach of the Agreement by Merchant. FORTE shall assess a late fee of one and one-half percent (1½%) per month on all amounts due and payable after the monthly deadline. In addition to imposing such late fees, FORTE may elect to terminate the Agreement, which shall terminate Merchant's access to the Services in accordance with Section 18 below. Additionally, a \$25.00 fee shall be assessed for any return of a debit processed to the designated bank account.

5.5 FORTE shall have the right to offset against any amount payable by FORTE to Merchant under any provision of this Agreement, any amounts owed FORTE related to Services provided to Merchant, including but not limited

to chargebacks or returns posted to Merchant's account, or any fees, fines or costs incurred damages sustained by FORTE as a result of Merchant's violation, breach or non-performance of its obligations under the Agreement.

5.6 In the event the funds in the designated account are insufficient to cover Merchant's obligations, Merchant agrees to submit payment of amounts owing to FORTE upon demand and through alternative means. Unless otherwise agreed upon, FORTE may debit any alternative account maintained by Merchant for the amounts due and owing without further notice to or approval from Merchant.

6. TAXES.

Each party is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) owed as a result of the processing relationship established hereunder and hold the other party harmless from all claims and liability arising from its failure to report or pay such taxes. Additionally, Forte will rely solely on Merchant to provide its proper entity name and corresponding federal tax identification number for submission to applicable taxing authorities. Merchant understands and agrees that it is liable for all ramifications from improper reporting to tax authorities unless such is based solely on Forte's actions or inactions.

7. REPRESENTATIONS AND WARRANTIES.

7.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning its Services except as may be specifically authorized, in writing, or set out herein.

7.1.1 FORTE hereby warrants that its software solutions and Services will perform in accordance with their published specifications in all material respects.

7.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by Merchants is transmitted accurately.

7.2 Merchant's Representations and Warranties. Merchant represents and warrants to FORTE that:

7.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of Merchant (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) Merchant shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

7.2.2 Merchant agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on Merchant's behalf.

7.3 Mutual Representations and Warranties. Each party represents and warrants to the other that:

7.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network Rule or contract to which such party is subject.

7.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

7.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

8. CONFIDENTIALITY.

8.1 The parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including but not limited to the Proprietary Property developed by, acquired by or licensed by FORTE. Each party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other party and Merchant will hold all Proprietary Property as defined herein confidential in perpetuity.

8.2 In the course of providing and receiving the Services, each party acknowledges that it

may receive or have access to PII, as more fully defined in Appendix A). As such, each party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) as applicable, have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security.

8.3 Except with respect to PII, this Section 8 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

9. DATA SECURITY.

FORTE shall implement and maintain an information security program that includes, at a minimum, industry standard administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of PII, as more fully defined in Appendix A; (ii) protect against any anticipated threats or hazards to the security or integrity of such PII; (iii) protect against unauthorized access to or use of PII that could result in substantial harm to any Consumer; and (iv) process, transmit, store and/or dispose of PII in a secure manner.

10. INDEMNIFICATION.

10.1 Each party shall defend, indemnify and hold harmless the other party against any third-party claims, lawsuits, or damages, including attorney's fees, of infringement of any copyright, patent, trademark or other similar intellectual property right of any third party in any country that the party distributes its products or services. In the event a party's product or service is held or is believed by that party to infringe, the

indemnifying party shall have the option in its sole discretion, at its expense, to: (i) modify the product or service to be non-infringing; (ii) obtain for the indemnified party a license to continue using the product or service pursuant to any agreement it has with the indemnifying party, or (iii) terminate this Agreement in its totality. The foregoing states the entire liability and exclusive remedies for infringement of intellectual property rights of any kind.

10.2 Subject to the limits of liability in Section 11, the foregoing indemnities shall survive termination of this Agreement and termination of any agreement between Merchant and FORTE when this Agreement continues in full force and effect following such termination.

10.3 The indemnifying party shall have the right to exercise reasonable control over any litigation within the scope of this indemnity; provided that the indemnified party shall have the right to participate in any such litigation insofar as it concerns actions against it directly, including the right to select and retain counsel of its own choosing to represent its own interests at indemnified party's own expense.

11. LIMITS OF LIABILITY.

11.1. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE (WHETHER BASED ON TORT OR CONTRACT AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR SUCH PARTY'S LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE. UNDER NO CIRCUMSTANCES SHALL THE ENTIRE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNT OF THE AVERAGE MONTHLY FEES AND CHARGES PAID BY MERCHANT TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICE

FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO MERCHANT'S CLAIM. FURTHER, FORTE WILL NOT BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS IN CONNECTION WITH ANY SERVICE IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11.2 No claim may be brought by Merchant or any User-or Affiliate of Merchant more than one (1) year after the accrual of the claim. The limitations of liability contained in this Section shall apply without regard to whether other provisions of the Agreement have been breached or have proven ineffective.

11.3 Merchant acknowledges FORTE's ODFI is not liable for any action or failure to act by Merchant or FORTE and such ODFI shall have no liability whatsoever in connection with any products or services provided to Merchant by FORTE.

12. COMPLIANCE WITH RULES AND LAWS.

12.1 In performing its duties under this Agreement, each party agrees to comply with all applicable Laws and Rules including but not limited to those listed in Appendix A.

12.2 In performing its duties under this Agreement, each party agrees to comply, at its own expense, with all applicable Rules and Laws, including but not limited to industry-related data privacy and data security rules associated with the privacy and security of non-public Consumer financial information, including but not limited to, all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the PCI-DSS (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment

Networks. Each party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation.

12.3 Additionally, should a Payment Network or regulatory authority impose a fee or fine on Merchant for any violation of the Rules or Laws or regulations by Merchant, such fee or fine may be charged to FORTE as a pass-through to Merchant. If any such fee or fine is charged to FORTE, Merchant shall reimburse FORTE for any such fees or fines.

12.4 FORTE bears no responsibility for any lack of compliance with these Rules and Laws by Merchant or its agent and directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such. Merchant agrees to cooperate and provide information requested by FORTE to facilitate FORTE's compliance with any applicable Law or Rule.

12.5 In accordance with the United States Department of Treasury bureau of Financial Crimes Enforcement Network ("FinCEN") requirements, if applicable to Merchant, Forte will collect and conduct due diligence on Merchant's Beneficial Owners at onboarding. Merchant shall immediately notify FORTE of any subsequent changes in Beneficial Owners so that FORTE may conduct appropriate due diligence. Beneficial Owner as defined by FinCEN rules is referenced in Appendix A.

13. NOTICE OF ERRONEOUS OR UNAUTHORIZED TRANSFERS.

Reports regarding Transaction processing are available for Merchant to access through FORTE's online portal. It is Merchant's obligation to regularly and promptly review all Transactions and other communications from FORTE and to promptly notify FORTE upon discovery of any and all discrepancies between Merchant's records and those provided by FORTE, Acquirer, Payment Network or financial institution. FORTE shall bear no liability and have no obligations to correct any errors resulting from Merchant's failure to comply with the duties and obligations stated herein.

14. FORTE SERVICE POLICY.

14.1 FORTE makes no representations or warranties concerning its Services except as may be specifically authorized, in writing, or set out herein. Merchant acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Service(s) as quickly as possible.

14.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

15. USAGE.

15.1. Use Restricted to Non-Prohibited

Purpose. Merchant agrees that it will not transmit any material through FORTE's systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor Merchant's actions in the event of a real or perceived security risk. FORTE reserves the right to terminate Services to Merchant should FORTE deem Merchant's use of the Services are for an unlawful or prohibited purposes. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action but is not required to do so.

15.2 Proper Usage. Merchant agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by Merchant through the Services. FORTE reserves the right to deny access to, or close any account Merchant has with FORTE which, in FORTE's opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify Merchant prior to taking any such action but is not required to do so.

15.3 User and System Security. Merchant shall ensure that its Users comply with all applicable requirements of this Agreement. Merchant is responsible for protecting the confidentiality of any and all passwords and credentials provided to Merchant by FORTE for the purpose of utilizing the Services or other forms of access to Merchant's accounts with FORTE. Merchant is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. Merchant expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

15.4 Use of Information and Data. Merchant acknowledges and agrees, on behalf of itself and its customers, that all information submitted by Merchant to FORTE in order for FORTE to provide the Services to Merchant or otherwise contributed by Merchant pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE or its affiliates for the purpose of providing the Services in compliance with all applicable Laws and Rules to its customers in compliance with all applicable Laws and Rules, including but not limited to the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from Merchant as part of a Transaction or from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, Merchant agrees and acknowledges that FORTE (and/or certain of its affiliates) may use the routing numbers, account numbers and other PII submitted by Merchant as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its affiliates) fraud detection, account validation and verification, and/or other commercially available services.

15.5 Authorization of Third-Party Service Provider. If Merchant uses the Services through or in conjunction with a third-party service provider that is not a party to this

Agreement, Merchant authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, Merchant authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

16. MERCHANT ACCOUNT REVIEW.

In accordance with its standard risk and compliance processes, FORTE shall maintain the right to periodically review Merchant's account to ensure proper usage and updated information on the account. Merchant agrees to permit FORTE to conduct such a review and to cooperate fully with FORTE in conducting any such review of Merchant, its account and/or its use of the Services to verify that Merchant is using the services in compliance with this Agreement, applicable Law and all applicable security standards and requirements. Any confidential or proprietary information learned by FORTE or its authorized representatives during any such review shall be subject to the terms, conditions and limitations of Section 8.

17. CREDIT REVIEW AND DOCUMENTATION REQUIREMENTS.

Merchant is on notice that FORTE will review Merchant's business and financial documentation and circumstances as part of its original underwriting of Merchant's account and FORTE may, from time to time after initial approval, review Merchant's account thereafter. Merchant agrees to fully cooperate with FORTE's reasonable requests for additional information and/or documentation through any such process. Further, Merchant authorizes FORTE to (i) authenticate Merchant's ownership of the bank account provided to FORTE for use in providing Services; (ii) to access information stored with any credit reporting or investigative agency to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the Agreement. Subsequent investigative reports or inquiries may be required or used in conjunction with an update, renewal or extension of the Agreement.

18. TERM AND TERMINATION.

18.1 Term. The Agreement shall be effective upon the date an authorized signer of Merchant indicates Merchant's acceptance of the terms of the Agreement in writing, including by e-signature ("Effective Date"). The Agreement shall have an initial term of three years (3) years from and after the Effective Date ("Initial Term").

18.2 Termination for Convenience. After expiration of the Initial Term, this Agreement shall automatically renew for successive one-year terms ("Renewal Term") unless either party provides written notice of to the other party of its intent to terminate not less than thirty (30) days prior to expiration of the Initial or a Renewal Term. Merchant's account will be closed at the end of the then-current billing cycle.

18.3 Termination for Cause. Either party may terminate this Agreement at any time if the other party is in material breach of the Agreement and fails to cure the breach within thirty (30) days of written notice describing the breach in reasonable detail. Either party may immediately terminate this Agreement without prior notice if the other party violates any Rule or applicable Law.

18.4 RESERVED.

18.5 Immediate Termination. FORTE may immediately terminate the Agreement without prior notice under the following conditions: (i) in the event Merchant is or becomes bankrupt or is unable to pay its debts as they become due; (ii) FORTE reasonably determines that Merchant has violated any material term, condition, covenant, or warranty of the Agreement; (iii) FORTE determines that the type of business in which Merchant is engaged is or becomes an industry or business for which FORTE is prohibited from providing the Services; (iv) Merchant is using the Services for a purpose other than a permissible use; (v) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on Merchant's account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss; (vi) FORTE reasonably determines that Merchant is the subject of a government investigation that is likely to impact Merchant's receipt of the Services; (vii) FORTE is

instructed to terminate by a financial institution (including but not limited to an ODFI), Acquirer or Payment Network; or (viii) provision of the Service is prohibited by any Laws, Rules, regulations or orders, including those of the United States Department of Treasury Office of Foreign Assets Control (OFAC) or by any FORTE internal policy that materially effects FORTE's ability to provide the Services under the terms of this Agreement.

18.6 Payment by Third Party. When Merchant's fees for the Services are paid by a third party, if the third party fails to make payment in accordance with the terms of its agreement with FORTE, FORTE may (i) immediately suspend or terminate Merchant's access to the Services until payment is received or (ii) seek payment from Merchant directly in order to continue servicing Merchant.

18.7 Post-termination Rights and Obligations. Upon the effective date of termination of the Agreement, Merchant's rights hereunder to use the Services shall cease, but Merchant's obligations in connection with any Transactions processed by FORTE on behalf of Merchant (whether before or after such termination) shall survive termination.

19. AMENDMENT OR MODIFICATION OF TERMS.

Unless otherwise provided for in this Agreement, FORTE reserves the right to amend the terms of this Agreement upon at least thirty (30) days' written notice to Merchant. Merchant's continued use of the Services after the designated effective date of such amended terms shall indicate Merchant's acceptance of the new terms. The terms and conditions under this Agreement are subject to such modifications, changes, and additions as may be required, or deemed to be required by FORTE, by reason of any applicable Rule or regulation.

20. ASSIGNMENT.

The rights granted under the Agreement are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of FORTE, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sublicense or assign to third parties its rights or obligations

hereunder without such consent shall constitute a material breach of its agreement with FORTE and grounds for termination of the Agreement. FORTE may assign its rights and obligations under the Agreement without the approval of Merchant but shall provide reasonable notice of such assignment to Merchant.

21. NOTICE.

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

22. NO AGENCY; EXCEPTION.

Merchant and FORTE are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement; provided, however, as further provided for in Section 4.10, FORTE will be acting solely on Merchant's behalf as Merchant's agent to the extent FORTE collects and disburses funds electronically to and from Merchant's customers on Merchant's behalf. FORTE will NOT be acting as an agent or contractor for Merchant's customers in any capacity while performing the Services for Merchant.

23. GENERAL PROVISIONS.

23.1 Binding Agreement. The agreement between the parties hereto shall be binding on the parties only upon Merchant's acceptance of the terms of this Agreement and FORTE's approval.

23.2 Governing Law. The Agreement shall be governed by and construed in accordance with the internal laws of the state of Delaware without reference to choice of law rules.

23.3 Force Majeure. Neither party will be held liable for any damages, delay or failure to perform any of its obligations under this Agreement if such damages, delay or failure is due to circumstances beyond the reasonable control of such party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters,

epidemics, strikes and governmental acts or orders or restrictions. The party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event. Nothing herein shall relieve a party from its payment obligations for Services rendered.

23.4 Severability. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

23.5 Waiver. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party.

23.6 Entire Agreement. This Agreement, including the Merchant Application and any applicable appendices, constitute the entire

understanding of the parties, and revoke and supersede all prior agreements between the parties and are intended as a final expression of their agreement.

24. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Merchant Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) a person authorized to bind Merchant indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (2) such authorized person consents and intends to be bound by the Merchant Services Agreement and related documents, and (3) the Merchant Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

APPENDIX A DEFINITIONS

Affiliate. “Affiliate” means a business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Agent. “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of the Merchant with the actual, implied or apparent authority of Merchant.

Beneficial Owner. “Beneficial Owner” any individual, group of individuals, or entity that, directly or indirectly, owns 25% or more of the equity interests of a Merchant.

Business Banking Day. “Business Banking Day” means Monday through Friday excluding banking holidays.

Confidential Information. “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing party, any business or financial information directly or indirectly related to the disclosing party’s company(ies) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing party’s products and services that is not generally available to the public.

Consumer. “Consumer” means a person who purchases goods or services.

CPA. “CPA” or “Canadian Payment Association” is responsible for operating the two

(2) primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating rules for the Canadian payment networks.

Laws. “Laws” means all international, national, regional and local regulations or laws which are applicable to the services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), Fair Credit Reporting Act (“FCRA”), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive order, regulation or rule (collectively, “Export Laws”), and Fair Credit Reporting Act and USA Patriot Act.

NACHA. “NACHA” or “National Automated Clearing House Association” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

Payment Network. “Payment Network” means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, American Express, NACHA, CPA. May also be referred to as “Payment Association”.

Payment Network Resources:

VISA Regulations (from VISA website):

<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

American Express Merchant Operating Guide:

<http://www.americanexpress.com/merchantopguide>

NACHA: www.nacha.org

PCI-DSS. “PCI-DSS” or “Payment Card Industry Data Security Standard” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information.

“Personally Identifiable Information” or “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers and/or other government issued

numbers. PII includes “Personal Data” as commonly defined by privacy laws.

Rules. “Rules” means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Transaction. “Transaction” means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to, payment, verification and authentication items.

Users. “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant directly or through software that accesses the FORTE systems through Merchant’s systems, by using Merchant’s access credentials or any other access reasonably presumed to be on behalf of Merchant.

**APPENDIX B
FEE SCHEDULE**

See Merchant Application

Such Fee Schedule is executed and attached to the Merchant Application and incorporated herein by reference.