

BlueSnap Merchant Agreement

I. Agreement

This Agreement (the “Agreement”/“Master Agreement”) is entered into as of the date of submission of the Merchant Application subject to acceptance by BlueSnap (the “Effective Date”) by and between the relevant BlueSnap entity (as set forth below, doing business as BlueSnap and hereinafter referred to as “BlueSnap” or “BlueSnap Party”), and the party agreeing to these terms (“Merchant”).

Merchant has the right to sell and distribute certain goods, rights and services described in the merchant application or other materials provided to BlueSnap as permitted by Card Association Rules and an Acquirer (the “*Products*”).

BlueSnap has rights in certain commerce tools, facilities and services (“*BlueSnap Services*” as defined herein).

This Master Agreement includes and incorporates by reference the BlueSnap Merchant Terms and Conditions v5.11, located at <http://home.bluesnap.com/ecommerce/contracts>, and the exhibits included therein. The applicable version of the BlueSnap Terms and Conditions can be found in the BlueSnap website which Terms and Conditions may be updated and amended from time to time as a subsequent version which shall be applicable to Merchant as incorporated herein upon publishing.

Capitalized terms if not defined in this document are as defined in the BlueSnap Terms and Conditions.

A. Contracting Party

The contracting BlueSnap Party shall be determined based on the location of the Merchant.

(i) If Merchant is established in the United States of America (“U.S.”), Merchant enters into the Agreement for BlueSnap Services with BlueSnap, Inc. a California corporation having an address at 800 South Street, Suite 640, Waltham, MA 02453, USA.

(ii) If Merchant is established in a member state of the European Economic Area (“EEA”), Merchant enters into the Agreement for BlueSnap Services with BlueSnap Payment Services Limited, a corporation incorporated in England having a registered office address at WeWork, (BlueSnap Payment Services Limited #2111), 1 Fore Street, London EC2Y 9DT, UK. BlueSnap Payment Services Limited is authorized by the UK’s Financial Conduct Authority under the Payments Services Regulations 2017 reference no. 629580, for the provision of payment services.

(iii) If a Merchant is established in Canada, Merchant enters into the Agreement for BlueSnap Services with BlueSnap Enterprise Canada ULC having a registered office address at 2200 HSBC Building, 885 West Georgia Street, Vancouver, BC V6C 3E8, Canada.

NOTE FOR CANADIAN MERCHANTS: YOUR RIGHTS & OBLIGATIONS SPECIFIC TO CANADIAN MERCHANTS ARE SET OUT IN EXHIBIT 6 OF THE INCORPORATED TERMS & CONDITIONS AND CONTROL OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

(iv) If a Merchant is established in Australia, Merchant enters into the Agreement for BlueSnap Services with BlueSnap Australia Pty Limited having a registered office address at Suite 12, Level 12, 37 Bligh Street, Sydney, NSW, 2000, Australia.

(v) If Merchant is not established in the U.S. nor the EEA, Canada or Australia and processes transactions through an Acquirer outside its respective territory of establishment, Merchant enters into

the Agreement for BlueSnap Services with the BlueSnap Party that is in the area of jurisdiction of the Acquirer per and with such BlueSnap Party acting as merchant of record in accordance with the provisions of Section B below and Exhibit 3.

If two or more legal entities in the Merchant’s same group of companies applies to use the BlueSnap Services (the “Additional Merchant”) at the same time or at separate times but they have different locations located in different regions established by the credit card associations, then in order to satisfy the Card Association Rules each separate legal entity may require the BlueSnap Services from a different BlueSnap Party as set forth in Section A above. BlueSnap shall have sole discretion whether to accept such Additional Merchant(s), and such acceptance may be made conditional on Additional Merchant(s) fulfilling BlueSnap’s onboarding requirements. Acceptance shall be confirmed by BlueSnap in writing and of the addition of such Additional Merchant(s) to the Merchant Schedule below. Additional Merchant(s) may be subject to a separate Fees and Pricing Schedule.

Merchant warrants that is has the full authority to bind all listed Additional Merchant entities to the terms of this Agreement and that by signing or agreeing to this Agreement such Additional Merchant(s) shall be bound to the terms hereof,

MERCHANT SCHEDULE

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|---|
| MERCHANT (full company name) |
| |
| ADDITIONAL MERCHANT ENTITIES (full company name) |
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B. The terms and conditions referred to in this document and the BlueSnap Terms and Conditions relate to BlueSnap providing services to Merchant as *payment facilitator*. In the event that certain transactions, Acquirers or transaction routing procedures may require BlueSnap to act only as the merchant of record with respect to transactions or specific transactions, then BlueSnap’s relevant terms and conditions in acting as merchant of record (“MOR Terms”), for the appropriate territory, said MOR Terms being set forth herein as Exhibit 3 shall be automatically applied and control as to each such transaction in addition to the terms herein. In those circumstances, where there is a conflict between the MOR Terms and the terms herein, the MOR Terms shall supersede and control; all other terms shall remain in full force and effect.

II. Merchant Information

On an ongoing basis Merchant shall provide BlueSnap with the current details of each of its business addresses, the business being conducted thereat, all trading names and 'doing business as' (DBA) names, as well as a complete and accurate description of its bank accounts and all Products being provided via BlueSnap Services and URLs of its web sites. Merchant agrees to provide all “know your customer” information as requested by BlueSnap from time to time including, but not limited to, corporate and financial information. Updates will also be required if there are any changes relating to the Merchant’s ‘know your customer’ information provided to BlueSnap during the initial onboarding and risk evaluation process. Merchant agrees that BlueSnap may disclose such information to relevant

third parties and may need to run additional checks relating to the Merchant during the term of this Agreement as it requires including as may be required by any Acquirer and/or Card Association and anti-money laundering and anti-transaction laundering measures. Merchant shall provide such information and assistance as and when required.

Merchant shall only offer permitted Products and Services as set forth in the BlueSnap Terms and Conditions, as permitted by the Card Association Rules and as permitted by BlueSnap's Acquirers.

III. Services

Subject to Merchant being notified in writing that it has successfully satisfied the relevant BlueSnap Party's Merchant due diligence, onboarding and risk evaluation process and subject to the terms and conditions of this Master Agreement, Merchant retains and BlueSnap hereby agrees to act as Merchant's Services Provider in respect of the payment processing in the Territory during the Term by means of the BlueSnap Merchant ID and/or Merchant ID, as appropriate. As a Services Provider, BlueSnap will process transactions for payment from End-User Customers. Any Third Party Referrers of Merchant shall only be allowed access to the BlueSnap system or provided payment via the BlueSnap system as authorized by and under such terms as set by BlueSnap in its sole discretion.

BlueSnap will provide Merchant with access to Services in accordance with the terms of this Master Agreement.

IV. Acquirers

BlueSnap is entering into this Agreement on behalf of the Acquirer identified in the BlueSnap Terms & Conditions. Transactions may be processed through either a specified or a number of different Acquirers and processing options. Access to certain Acquirers and processing options may be subject to specific requirements and procedures with which the Merchant shall comply in order to make use thereof whether such requirements are set by BlueSnap, a Card Association or an Acquirer. Specific provisions required by an applicable Acquirer may be an exhibit to BlueSnap Terms and Conditions and Merchant shall comply with same. Authorization in respect of a transaction is not a guarantee of payment.

The use of certain Acquirers and aggregate transaction amounts may be subject to Merchant entering into direct agreements with the respective Acquirers and upon terms that are beyond the control of BlueSnap, including where appropriate the documents set out in Exhibit 1 of the aforesaid BlueSnap Terms and Conditions or attached to said Terms and Conditions as an exhibit. Certain practices undertaken by the Merchant (such as receiving and storing Credit Card data) may require the Merchant to obtain and retain a certain PCI Level status at its own cost and/or providing proof of its financial standing. Merchant agrees that, if and when required by an Acquirer or under Card Association Rules or such other applicable industry requirement, and/or upon presentation by BlueSnap, Merchant shall enter into an applicable merchant agreement, sub-merchant agreement and/or Acquirer Agreement or as the case may be with the appropriate Acquirer(s) on the terms set forth therein by the applicable Acquirer and subsequent transactions shall be governed by such agreements in addition to this Agreement. Merchant understands and acknowledges that BlueSnap does not have authority to negotiate, facilitate or allow changes to such Acquirer Agreements or similar required terms attached as an exhibit with BlueSnap Terms and Conditions. **Merchant further acknowledges and accepts that applicable Acquirer terms are set forth and contained in exhibits to the said Terms and Conditions and Merchant acknowledges and agrees to be fully bound by such terms.** Should the Merchant fail to promptly execute such agreements then BlueSnap may terminate this Agreement immediately upon written notice. Merchant agrees and accepts that certain Acquirers may limit transactions to specific geographic areas and set minimum and maximum permitted transaction sums, and impose certain requirements relating to transaction volumes. Merchant acknowledges and consents to an Acquirer settling directly to Merchant when required by law, Card Association Rules or the Acquirer.

New Acquirers and processing options may be introduced by BlueSnap throughout the duration of this agreement, and existing Acquirers and payment options may be withdrawn at any time. In the event that no suitable processing option can be offered by BlueSnap, BlueSnap shall not be liable for any loss of business so arising and may terminate this Agreement without further liability.

V. Rules and Regulations

Merchant acknowledges that it shall comply with the relevant terms, limitations and usage conditions and restrictions imposed by the relevant Card Associations and Acquirers (if required) with respect to the use of their payment methods, which may be changed from time to time by such Card Associations in their discretion. BlueSnap has no influence on or control over the Card Association or Acquirer Rules or the acceptance policies of the Acquirers and Card Associations.

Merchant shall comply with all applicable US, Canadian, EU, UK and international laws and regulations, as from time to time in force. Merchant is further referred to the best practices information published by BlueSnap for guidance purposes on its web site relating to such EU and UK provisions.

VI. Pricing & Fees

Pricing, fees and payout cycle shall be as set forth at Schedule 1, Pricing And Fees Schedule, to this Agreement executed as a separate document by the parties but incorporated by reference into this Agreement. Unless otherwise agreed to in writing by the parties, Merchant hereby expressly consents to blended rates as set forth in Schedule 1.

Payments for Services. BlueSnap will pay Merchant the total of (a) amounts received in the previous period settlement period by BlueSnap from Acquirers for Merchant transactions processed through BlueSnap Services to End-User Customers (“**End-User Receipts**”) less (b) (i) the BlueSnap Service Fee set forth in this Agreement for the transactions (“**BlueSnap Service Fee**”); (ii) all amounts paid or incurred by BlueSnap in the previous period in connection with Refunds; (iii) all amounts paid or incurred by BlueSnap in the previous period for Chargebacks; (iv) any Rolling Reserve; (v) any Holdbacks; (vi) applicable charges, fees and deductions to Merchant as referred to in the pricing and fees together with any taxes that may be charged and directly remitted by BlueSnap to relevant tax authorities as BlueSnap deems required but in the absence of which is Merchant’s sole responsibility and (vii) any other payments or charges to third parties, including licensing, distribution or payment processing fees, foreign exchange and management fees including commercial markups, a proportionate sum of any processor and/or Acquirer network fees BlueSnap incurs in connection with this Agreement or any transaction relating to this Agreement (the result of the calculation in (a), and (b), “**Merchant Balance**”). All sums owed by BlueSnap to Merchant shall be held in a non-interest bearing account managed by BlueSnap, pending release to Merchant in accordance with the payment terms of this Agreement. Merchant agrees to the payment of settlement funds being made from the Acquirer to BlueSnap. BlueSnap will collect payments from End-User Customers on behalf of Merchant as its limited agent. Pursuant to the terms hereof, BlueSnap will remit to Merchant all payments received from End-User Customers less any amounts owing to BlueSnap hereunder or as otherwise due or provided in this Agreement or BlueSnap Merchant Terms. Notwithstanding anything to the contrary, Merchant hereby appoints BlueSnap as its payment collection agent solely for the limited purpose of accepting funds from End-User Customers on its behalf in connection with Products that Merchant provides or sells to End-User Customers. Payment from an End-User Customer shall be considered the same as payment made directly to Merchant by the End-User Customer. Upon End-User Customer’s payment of the funds to BlueSnap, End-User Customer’s payment obligation to Merchant for an amount equal to the funds remitted to BlueSnap is terminated, and BlueSnap is instead responsible for remitting the funds to Merchant in the manner described in this Agreement. Merchant’s recourse is only against BlueSnap if BlueSnap fails to remit funds received from an End-User Customer pursuant to the terms hereof.

“**Chargebacks**” may occur when an End-User Customer disputes a payment resulting in a full refund of a transaction together with associated fees being charged to Merchant, and mean the sum of (i) amounts assessed, withheld from or charged BlueSnap by an Acquirer to cancel, change, reverse, or otherwise in connection with previously settled payments and (ii) any related fees, fines, or penalties assessed, withheld, or charged to BlueSnap by an Acquirer. Merchant is liable in respect of all Chargebacks, Chargeback Fees, refunds, and all related fees relating to transactions processed on its behalf through BlueSnap. If the Chargeback ratio for a payment cycle exceeds the percentages and/or numbers set forth in BlueSnap’s Excessive Chargeback Management Program or in BlueSnap’s reasonable discretion such Chargeback ratio presents an increased risk, then in addition to bearing Chargeback processing and handling fees, BlueSnap reserves the right to enter Merchant into

BlueSnap’s Excessive Chargeback Management Program, which will incur additional fees and restrictions with respect to Merchant’s account with BlueSnap. Merchant agrees to remain liable at all times for the Chargebacks of itself and/or its Third Party Referrers or other related entities permitted by this Agreement and that Chargebacks, Chargeback Fees, related fines, penalties and refunds including any Chargeback dispute fees shall be charged against Merchant’s account or reserves. Furthermore, there shall be no obligation upon BlueSnap to process Chargebacks or refunds that would lead to a negative balance on Merchant’s account. BlueSnap may withhold the amount of any Chargebacks that it reasonably believes may be made against Merchant so as to ensure that there are sufficient funds available to meet such liabilities.

VII. Miscellaneous

Relationship of the Parties. The parties are independent contractors. This Master Agreement does not create a partnership, franchise, joint venture, agency, fiduciary and/or employment relationship between the parties.

Assignment. Merchant may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of BlueSnap. Any permitted assignee of Merchant shall only take effect if and as such Merchant satisfies all due diligence requirements of BlueSnap and assumes the requirements and obligations of this Agreement. Any attempt for Merchant to do so shall be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. BlueSnap shall be entitled to assign this Agreement without consent, including by operation of law, in connection with or following a merger, reorganization, sale of all or a majority of the stock, equity or similar ownership interests of BlueSnap, or sale of all or substantially all of the assets to which this agreement pertains, as well as assignment to a related corporation.

Claims. No dispute may be brought by Merchant against BlueSnap after more than one year after which the date of cause of action arose or ought reasonably to have come to the knowledge and attention of the Merchant.

Errors. Merchant shall notify BlueSnap with respect to any issues, mistakes, errors or omissions concerning any report, notice, invoice, deduction, debit, credit or settlement provided to Merchant by BlueSnap within sixty (60) days of receipt of the report, notice, invoice, deduction, debit, credit or settlement which contains the issues, mistakes, errors or omissions.

Entire Agreement. This Merchant Agreement, including the BlueSnap Terms & Conditions and all exhibits and addenda hereto constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as expressly provided otherwise by this Agreement, any amendment or modification shall be in writing and signed by the parties. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto, the terms of such exhibit or addendum will prevail. In the absence of execution by any named Additional Merchant, the Merchant shall execute on behalf of itself and all entities listed in the Merchant Schedule.