

## Canada Merchant Agreement Cover Page\*

### I. Cost Per Transaction Disclosure and Disclosure of Fees:

- Standard fees and rates in Canada as of October 30, 2024 can be found at [https://www.bluesnap.com/wp-content/uploads/2024/10/SCH1.CA\\_CAD\\_V23.pdf](https://www.bluesnap.com/wp-content/uploads/2024/10/SCH1.CA_CAD_V23.pdf). Custom fees and rates, if applicable, can be found in your Pricing and Fees Schedule 1 to the Custom Merchant Agreement<sup>1</sup> provided to you as a separate document or otherwise by a software solution provider, and are subject to the terms therein. Unless otherwise agreed, any custom pricing applies to the fixed term of your agreement and will revert to the standard fees and rates during any renewal term.
- Pricing for transactions will be reflected in your payout statements. In addition, you may contact BlueSnap Support<sup>2</sup> for the custom pricing that was provided with your agreement (if merchant services are received by a software solutions provider, please consult with your provider.)

### II. Summary of Key Elements of the Agreement:

<b>Date of Contract</b>	See Effective Date in first paragraph of Merchant Agreement. Length of term: For BlueSnap standard merchant agreements, the term is rolling and terminable according to the terms below. For BlueSnap custom merchant agreements, please see “Service Term” in your Schedule 1 for term and renewal date.
<b>Acquirer</b>	Peoples Trust Company, 1400-888 Dunsmuir Street, Vancouver BC, V6C 3K4, phone: 1-844-304-2083; <a href="mailto:merchantacquiring@peoplestrust.com">merchantacquiring@peoplestrust.com</a> . <b>Website:</b> <a href="https://peoplespaymentsolutions.com/contact/">https://peoplespaymentsolutions.com/contact/</a> Peoples Trust Company is a sponsoring bank of BlueSnap Enterprise Canada ULC into the payment card networks.  Wells Fargo Bank, NA, Canadian Branch, 1200 Montego Way, Walnut Creek, CA 94598 515-557-1397 <b>Website:</b> <a href="https://www.wellsfargo.com/help/">https://www.wellsfargo.com/help/</a> Wells Fargo Bank is a sponsoring bank of BlueSnap Enterprise Canada ULC into the payment card networks
<b>Payment Facilitator or Independent sales organization or referral agent (where applicable)</b>	BlueSnap Enterprise Canada ULC maintains a registered office address at 2200 HSBC Building, 885 West Georgia Street, Vancouver, BC V6C 3E8, Canada.  BlueSnap is a registered payment facilitator of Peoples Trust Company and Wells Fargo Canada. BlueSnap also maintains an MSB license with FINTRAC.  Website: <a href="http://www.Bluesnap.com">www.Bluesnap.com</a>

<sup>1</sup> Custom Merchant Agreement: A BlueSnap Merchant Agreement with specific terms and conditions, including pricing, addressing the merchant’s business model and processing volumes.

<sup>2</sup> BlueSnap provides merchant services through its support team, unless otherwise provide by a partner Solution Provider directly to the merchant.

<p><b>Cancellation Terms For Contracts And Any Applicable Penalties</b></p>	<p><b><u>Merchant’s right to cancel</u></b></p> <p>For Canadian merchants, the merchant may cancel the contract without penalty in the event of:</p> <ul style="list-style-type: none"> <li>• A fee increase, except one made in accordance with a pre-determined fee schedule in the contract;</li> <li>• The introduction of a new fee; or</li> <li>• A reduction in applicable domestic Payment Card Network Operator Core Fees<sup>3</sup> that is not fully passed on to the merchant.</li> </ul> <p>To do so, the merchant must exercise this right within 90 days of the date of receiving notice of these fee changes.</p> <p>Effective April 30, 2025 the merchant may exercise this right, if necessary, up to 70 days after the effective date of the fee change.</p> <p><i>Termination for cause with immediate effect</i></p> <p>The Merchant may terminate the Agreement with immediate effect if:</p> <ul style="list-style-type: none"> <li>• BlueSnap materially breaches the Agreement and, if such breach can be remedied and BlueSnap fails to remedy the breach within thirty (30) days after having been given notice of such breach by the Merchant;</li> <li>• BlueSnap is declared bankrupt or is granted a suspension of payment;</li> <li>• BlueSnap suspends or ceases its business; or</li> <li>• BlueSnap does not provide the requisite notice of fee increases as described above.</li> </ul> <p>The Merchant may otherwise terminate the Agreement in accordance with section 12.2 of the Merchant Terms and Conditions.</p> <p><b><u>Contract renewal</u></b></p> <ul style="list-style-type: none"> <li>• For BlueSnap Standard Merchant Agreements, the Agreement is continuous unless the Merchant terminates the Agreement by providing sixty (60) days prior written notice.</li> <li>• For BlueSnap Custom Merchant Agreements, the Agreement term may vary. Automatically renewable agreement extensions, if applicable, must be six months or less. Merchant may provide written notice of non-renewal at any point up to forty-five (45) days prior to the end of the term / renewal date.</li> </ul>
<p><b>Complaint handling procedures</b></p>	<p>Complaint handling procedures can be found at <a href="https://www.bluesnap.com/legal/complaints-disputes-resolution/">https://www.bluesnap.com/legal/complaints-disputes-resolution/</a>. Merchants can submit a complaint to BlueSnap using the <a href="#">complaint form</a>.</p> <p>If you believe or suspect that our actions or conduct is in breach of the Code, and feel your concerns regarding our products or services have not been adequately addressed in response to your complaint, you may report the issue to the BlueSnap Compliance team at <a href="mailto:compliance-team@Bluesnap.com">compliance-team@Bluesnap.com</a> or directly to your acquirer of record to file a Code of Conduct Complaint.</p>
<p><b>Statements of Account</b></p>	<p>Merchant will receive periodic payout statements and shall have access to retrieve electronic statements of account online within its account on BlueSnap Merchant console. For those accessing BlueSnap payments through a software solution provider, statements may be provided through the provider’s solution.</p>
<p><b>Transaction return policy</b></p>	<p>See Section VI. Pricing and Fees of the Agreement for how card acceptance fees will be applied to transaction returns. Merchant payouts represent settlement funds with adjustments for chargebacks, credits and refunds related to transactions.</p>

<sup>3</sup> Payment Card Network Operator Core Fees: any amount set and/or charged by a Payment Card Network Operator, paid or payable by an Acquirer, for the acceptance and/or processing of Payment Card transactions, excluding Other PCNO Fees such as processing fees.

<b>Code of Conduct for the Payment Card Industry in Canada</b>	The Financial Consumer Agency of Canada’s Code of Conduct for the Credit and Debit Card Industry in Canada provides increased pricing transparency, flexibility, and choice for merchants with respect to accepting payment cards. It sets out several rights that merchants have in relation to their agreements and their statements for payment card processing services. All payment card networks operating in Canada have adopted the Code. More Information about the Code of Conduct can be found here: <a href="https://www.canada.ca/en/financial-consumer-agency/services/industry/laws-regulations/credit-debit-code-conduct.html">https://www.canada.ca/en/financial-consumer-agency/services/industry/laws-regulations/credit-debit-code-conduct.html</a>
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\*NOTE: The above terms apply only to payment processing services in Canada with BlueSnap Enterprise Canada ULC and supersede any directly conflicting terms in the Agreement. Merchants with additional BlueSnap payment processing services in other countries should refer to their Merchant Agreement terms for those countries.