

# PARTNER PROGRAM POLICY

**Effective Date:** May 29, 2025

## **This Cashmit Partner Program Agreement:**

Together with all attachments, exhibits, schedules, addenda, and other documents attached hereto or incorporated herein by reference (collectively this “Agreement”) is a contract between the Cashmit entity below and you, the entity or individual named on the submitted partner registration form, (referred to as “you,” “your” or “Partner”) as a member in the Cashmit Partner Program (the “Program”). Cashmit and Partner are each referred to in this Agreement as a “Party” and collectively as the “Parties.”

You must read, agree with, and accept all of the terms and conditions contained in this Agreement. By registering for the Program, you agree to comply with all of the terms and conditions in this Agreement. We may revise this Agreement from time to time. The revised version will be effective at the time we post it, unless otherwise noted. If our changes reduce your rights or increase your responsibilities, we will post a notice on the **Policy Updates** page of our website and provide you at least thirty (30) days advance notice. By continuing to participate in the Program after any changes to this Agreement, you agree to abide and be bound by those changes. If you do not agree with any changes to this Agreement, you may terminate this Agreement.

## **IT IS UNDERSTOOD THAT:**

- If the Partner entity executing this Agreement is a legal entity incorporated or formed in the United States, then the Cashmit entity entering into this Agreement with you is **Cashmit, Inc.**, a Delaware corporation, with its principal place of business at 12222 Merit Dr. Dallas, Texas 75251 (“Cashmit”, “we”, “us” or the “Company”).
- Partner is interested in integrating the Cashmit Services into the Partner Product and referring merchants to Cashmit.

## **Definitions**

Schedule 1 (Definitions) to this Agreement includes certain defined terms used throughout this Agreement.

## **1. The Program**

**1.1.Scope.** Cashmit has developed a program for its partners to integrate the Cashmit Services into the Partner Product, introduce the Cashmit Services to its merchants, and refer merchants to Cashmit (the “Program”). All Partner Users who are onboarded as Cashmit Users through the Program shall enter into a payment processing agreement directly with Cashmit, and the Parties acknowledge and agree that Partner is not engaged in, and will not engage in, the processing of payments pursuant to this Agreement or the Program.

**1.2. Requirements for participation.** Cashmit may change the Program at any time upon thirty (30) days’ notice unless such changes are required sooner by a court, regulator, or legal requirement, in which case, Cashmit shall notify Partner as soon as reasonably practicable. By continuing to participate in the Program after receiving such notice, Partner agrees to abide by and be bound by any such revisions or changes.

## **2. Partner Obligations**

**2.1. Partner Development.** Partner shall integrate the Cashmit Services into the Partner Product in accordance with the integration requirements provided by Cashmit, as modified or updated by Cashmit from time to time (the “Integration Requirements”).

**2.2. Integration Approval.** Cashmit, in its sole discretion, may test and approve whether Partner has satisfied the Integration Requirements in order to determine whether to grant the Integration Approval. Partner shall be responsible for all costs associated with Integration Approval, including any modifications to the integration of the Cashmit Services into the Partner Product necessary to meet the Integration Requirements. For the avoidance of doubt, Cashmit is not responsible for any costs of integrating the Cashmit Services for any Partner Users.

**2.3. Partner Marketing.** In marketing the Cashmit Services, Partner will:

- a) ensure that all Partner Products shall offer the Cashmit Services as the primary payment platform for its customers
- b) portray the Cashmit Services accurately, and
- c) strictly adhere to any Cashmit branding or marketing requirements or guidelines as may be communicated to Partner from time to time. Further, Partner represents and warrants that all of Partner’s marketing activities relating in any way to the Cashmit

Services shall comply with Applicable Laws, regulations, industry self-regulatory standards (including applicable behavioral advertising standards), and best practices.

**2.4. Cashmit Policies and Procedures.** Partner agrees to perform all duties and obligations under this Agreement and the Program in accordance with Cashmit's policies and procedures. Partner agrees to act in good faith and to not engage, and shall, to the extent applicable, ensure each subcontractor will not engage, in any unfair, deceptive or abusive acts and practices in the course of its provision of products or performance of services and duties under the Program and this Agreement.

**2.5. Presentation of Cashmit's Services.** Partner agrees that:

(a) as it pertains to the Cashmit Branded Products, it shall ensure that such products are treated as a payment method with a level of prominence that is greater than any other payment method offered or supported: (a) in the Partner Product; (b) on the Partner's website; (c) in all Partner advertising and promotional materials; and (d) in other Partner publications. For clarification, Partner shall place Cashmit logos and selection buttons in a manner that ensures their prominence over all other alternate method(s) of payment.

(b) in representations to its merchants or in public communications, it will not mischaracterize any Cashmit service as a payment method or exhibit a preference for other payment methods over any Cashmit service. Partner agrees not to try to dissuade or inhibit its merchants from using Cashmit or encourage the customer to use an alternate payment method instead of the Cashmit services.

**2.6. Customer Support.** Partner will be responsible for all customer service relating to the Partner Product. Partner will refer inquiries relating to the Cashmit Services to Cashmit's customer service.

### **3. Cashmit Obligations**

**3.1. Integration.** Cashmit shall provide the Integration Requirements, and access to Cashmit technology and documentation, which may be revised by Cashmit from time to time.

**3.2.Partner Support.** Cashmit shall respond to Partner's inquiries in the same manner in which Cashmit responds to all similarly situated partners. Cashmit will be responsible for all customer service relating to the Cashmit Services. Cashmit will refer inquiries relating to the Partner Product and Partner's website to Partner's customer service.

#### **4. Intellectual Property and License Rights**

**4.1. Marks.** Subject to the terms and conditions of this Agreement, each Party grants to the other Party a non-exclusive, non-transferable, worldwide, royalty-free license to use, reproduce, distribute and display the other Party's name and Marks (defined below) solely: (a) in the case of Cashmit's Marks, solely to enable the Cashmit Services for Partner's Users through the Partner Product, all in accordance with any Integration Requirements and the terms of this Agreement; (b) in the case of Merchant's Marks, to publicize Partner's usage of the Cashmit Services including (i) through press releases, public announcements, and other oral communications at conferences, media events, or other marketing opportunities; (ii) on the Cashmit Site or through other electronic communications such as emails to Cashmit Users, newsletters, or in materials that Cashmit otherwise makes publicly available; and (iii) through any other channel to promote the use of Cashmit; and (c) for any other purpose in any other publication with the prior written approval of such Party. Any such use shall be in accordance with the other Party's standard Mark guidelines and this Agreement. A Party shall be entitled to request removal of any use of its Marks if, in its reasonable discretion, the use by the other Party of the Marks tarnishes, blurs, or dilutes the Marks or misappropriates the associated goodwill and such problem is not cured within five (5) business days of the using Party's receipt of notice of the problem.

**4.2. Competitive or Similar Materials.** Notwithstanding the foregoing, in no event shall Cashmit be precluded from developing for itself, having developed, acquiring, licensing, or developing for third parties, as well as marketing and/or distributing materials which are competitive with Partner's products and/or services, so long as Cashmit does not use Confidential Information of the Partner in such activity.

#### **5. Data Protection**

**5.1. Roles.** With regard to any personal data processed by either Party in connection with this Agreement, each Party will be deemed to be a Data Controller in respect to such processing.

**5.2. Responsibility.** Each Party shall comply with the requirements of the Data Protection Laws applicable to Data Controllers with respect to the performance of its obligations under this Agreement (including without limitation, by implementing and maintaining at all times all appropriate security measures in relation to the processing of personal data and by maintaining a record of all processing activities carried out under this Agreement) and shall not knowingly do anything or permit anything to be done which might lead to a breach by the other Party of the Data Protection Laws.

## **6. Confidentiality**

**6.1. Confidentiality Obligations.** Each Party agrees to maintain the other Party's Confidential Information in confidence and not to disclose it to third parties or use it for any purpose other than as necessary and required to perform the services pursuant to this Agreement. Such restrictions shall not apply to Confidential Information that: (a) is known by the recipient prior to the date of disclosure by the disclosing Party; (b) becomes publicly known through no act or fault of the recipient; (c) is received by recipient from a third party without a restriction on disclosure or use; or (d) is independently developed by recipient without reference to the Confidential Information. Notwithstanding the foregoing, a Party may share Confidential Information with an affiliate in the event that the other Party requests services from such affiliate and such affiliate shall be bound by this Section. In the event that the receiving Party is required by a court, government agency, regulatory requirement, or similar disclosure requirement to disclose Confidential Information of the disclosing Party, unless the court order, applicable law, regulatory requirement or other legal process requires otherwise, the receiving Party shall immediately notify the disclosing Party and shall use reasonable efforts to obtain confidential treatment or a protection order of any Confidential Information that is required to be disclosed. The obligations hereunder shall survive the termination of this Agreement or until such time as such Confidential Information becomes public information through no fault of the receiving Party.

**6.2. Protection of Confidential Information.** Each Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of the other Party's Confidential Information and that the disclosing Party will be entitled (without waiving any other rights or remedies) to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond.

**6.3. Return of Confidential Information.** Upon termination of this Agreement, at the request of a disclosing Party, the receiving Party shall return to the disclosing Party within ten (10) days all Confidential Information of the Party and all documents or media containing any such Confidential Information and any and all copies or extracts thereof.

or certify such Confidential Information's destruction. The foregoing obligations shall not be applicable to any Confidential Information that a Party is required to retain in order to comply with applicable law, rules or regulations.

**6.4. User Data.** In the event a Party discloses Confidential User Data to the other Party, such receiving Party understands and agrees that it shall have the right to use the Confidential User Data, and any derivative works thereof, only as strictly required and necessary to perform its obligations under this Agreement and that it is strictly prohibited from combining the Confidential User Data with its own User Data or from directly or indirectly using the Confidential User Data in connection with any marketing activities. Further, the receiving Party shall keep the disclosing Party's Confidential User Data only for as long as necessary to perform its obligations under this Agreement.

## **7. Term and Termination**

**7.1. Term.** This Agreement is effective as of your acceptance hereof and shall continue until terminated as set out herein.

**7.2. Termination.** Either Party may terminate this Agreement at any time upon thirty (30) calendar days' written notice for any reason. Cashmit may terminate this Agreement immediately if Partner breaches a material term of this Agreement and the breach is not cured within ten (10) calendar days after Partner receives written notice of the breach. This Agreement may be terminated by either Party effective immediately and without any requirement of notice, in the event that: (a) the other Party files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition, or similar relief under any law regarding insolvency or relief for debtors, or makes an assignment for the benefit of creditors; (b) a receiver, trustee, or similar officer is appointed for the business or property of the other Party; (c) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against the other Party and not stayed, enjoined, or discharged within sixty (60) days; or (d) the other Party adopts a resolution for discontinuance of its business or for dissolution.

**7.3. Effect of Termination.** Upon termination of this Agreement, the following shall apply: (a) all rights and licenses under this Agreement will immediately terminate; (b) Partner must destroy any of Cashmit's Confidential User Data in its possession within seven (7) calendar days and, upon Cashmit's request, provide proof of such destruction within seven (7) calendar days of receiving such request; and (c) Partner will remain

liable for any amounts or other liability under this Agreement that arose prior to the date of termination.

## **8. Limitation of Liability**

8.1. In no event shall Cashmit be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our websites, software, systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf, any of the Cashmit services, or this Agreement (however arising, including negligence), unless and to the extent prohibited by law.

8.2. Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, Cashmit is not liable, and you agree not to hold Cashmit responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, our websites, software, systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf, or any of the Cashmit services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf and any of the Cashmit services; (3) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf or any of the Cashmit services or any website or service linked to our websites, software or any of the Cashmit services; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the Cashmit services) operated by us or on our behalf or any of the Cashmit services or in the information and graphics obtained from them; or (5) the content, actions, or inactions of third parties.

## **9. Indemnification**

9.1. **Indemnification.** You agree to defend, indemnify and hold Cashmit harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of: (a) your breach of this Agreement; (b) your improper use of the Cashmit Services; (c) your negligence or willful misconduct, and/or (d) your violation of Applicable Laws or the rights of a third party.

## **10. Miscellaneous**

### **10.1. Compliance with Laws, Regulations and Applicable Association Rules.**

- a) The Parties will comply with all Applicable Laws, regulations, and card network rules in connection with the Program and this Agreement including, but not limited to, the California Consumer Privacy Act of 2018 and other state privacy laws and Data Protection Laws.
- b) Partner and Cashmit each represents, warrants and covenants that it shall at all times comply with the applicable Payment Card Industry Data Security Standards, as such may be amended from time to time, with respect to any card data received by it in connection with this Agreement. Partner agrees to comply with applicable data privacy and security requirements under the PCI-DSS and any applicable card network data security requirements (including those made available by Visa, MasterCard, American Express, and Discover) with regards to Partner's use, access, and storage of certain credit card non-public personal information. Additionally, Partner agrees to comply with its obligations under any applicable law or regulation as may be in effect or as may be enacted, adopted or determined regarding the confidentiality, use, and disclosure of cardholder information. Cashmit will comply with PCI-DSS and acknowledges that it is responsible for the security of cardholder data it possesses or otherwise stores, processes or transmits, or to the extent that Cashmit could impact the security of the cardholder data environment.
- c) Partner acknowledges and agrees that Partner is responsible for the integrity and security of the Partner Product and is solely liable for any losses suffered as a result of a compromise of Partner Platform's security including, but not limited to, unauthorized use of Partner User credentials.
- d) To the extent applicable and required in connection with the Program and this Agreement, Partner shall register with any required card network programs through Cashmit's acquiring bank.

**10.2. Power and Authority.** Each Party represents, warrants and covenants that (a) it has full power and authority to enter into and perform this Agreement, and (b) its execution and performance of this Agreement does not violate, conflict with, or result in a material default under any other contract or agreement to which it is a party or by which it is bound. The representations and warranties contained in or made under or in connection with this Agreement shall be deemed to have been made by each Party upon entering into this Agreement.

### **10.3. Governing Law and Jurisdiction.**



**If the Partner entity executing this Agreement is a legal entity incorporated or formed in the United States, then the following provision with respect to governing law and jurisdiction shall apply:**

The Parties agree to submit to the exclusive jurisdiction of the courts located in Dallas County, Texas for the purpose of litigating all claims or disputes arising out of this Agreement. This Agreement is governed in all respects by the laws of the State of Texas and the United States of America, and does not include any conflict of law rule that might direct or refer determination of any such matter to the laws of any other jurisdiction.

#### **10.4. Notice.**

(a) Partner agrees that Cashmit may provide notice to Partner either by email sent to the email address listed in its Program account or by mail or courier to the address for the Partner set forth in the recitals above.

(b) Unless Partner is communicating with Cashmit about a matter where Cashmit has specified another notice address, written notices to Cashmit must be sent by mail or courier to one of the addresses below:

**If the Partner entity executing this Agreement is a legal entity incorporated or formed in the United States, then to:**

Cashmit Inc.

Attention. USA: Legal Department,

12222 Merit Dr,

Dallas, TX 75218

**10.5. Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CASHMIT DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CASHMIT SITE AND CASHMIT SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE CASHMIT SITE AND CASHMIT SERVICES ARE PROVIDED "AS-IS," AND CASHMIT MAKES NO WARRANTY

THAT THE CASHMIT SITE AND CASHMIT SERVICES ARE, OR WILL BE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

**10.6. Security and Stability.** Partner acknowledges that it is in the best interests of both Partner and Cashmit that Cashmit maintains a secure and stable environment; to that end, Cashmit reserves the right to change the method of access at any time. Partner also agrees that, in the event of degradation or instability of Cashmit's system or an emergency affecting Cashmit's system, Cashmit may, in its sole discretion, temporarily suspend Partner's access to Cashmit's system or Cashmit Services in order to minimize threats to and protect the operational stability and security of Cashmit's system. Cashmit does not guarantee that the Cashmit Site or the Cashmit Services will be available 24 hours a day, seven days a week.

**10.7. Service Providers.** Partner may use third-party service providers to exercise Partner's rights or perform Partner's obligations under this Agreement so long as any such service provider expressly agrees to the terms and conditions of this Agreement. Partner agrees that any act or omission by its service providers amounting to a breach of this Agreement will be deemed a breach by Partner for which Partner and the service provider will be jointly and severally liable.

**10.8. Expenses.** Notwithstanding any other provision in this Agreement to the contrary, in no event will Cashmit be obligated to pay any expenses, fees, costs or other amounts to any subcontractor, person, or entity other than Partner as a result of this Program.

**10.9. Independent Contractors.** Partner and Cashmit are independent contractors and shall have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement shall not be construed to create or imply any partnership, agency or joint venture.

**10.10. Press Releases.** Neither Party shall, or shall permit, issue or cause the publication of any press release or other public announcement relating to the transactions contemplated by this Agreement without the consent of the other Party, which consent shall not unreasonably be withheld.

**10.11. Non-Disparagement.** In representations to referred merchants or in public communications, the Partner shall not: (a) make disparaging or derogatory statements about Cashmit, or any of the Cashmit Services, as a brand, payment mechanism or corporation; or (b) claim that any other payment method or related is in any way superior to any of the Cashmit Services; provided, however nothing herein shall prohibit complaints by employees of the Partner may in their individual capacity as consumers or customers of Cashmit or its affiliates.

**10.12. Non-Solicitation of referred merchants.** Without Cashmit's prior written consent (which consent may be withheld in Cashmit's sole and absolute discretion), Partner shall not knowingly cause or permit any of its employees, agents, principals, affiliates, subsidiaries, or any other person or entity to solicit or otherwise cause any referred merchant to terminate its use of any of the Cashmit Services.

**10.13. User Consents.** In order to use certain Cashmit Services in connection with Partner Product, Partner must obtain from its users all necessary consents and authorizations as required under all Applicable Laws, in accordance with Partner's own published policies, and as set forth in the Integration Requirements.

**10.14. Assignment.** Partner may not transfer or assign any rights or obligations Partner has under this Agreement without Cashmit's prior written approval. Cashmit reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement by providing Partner with written notice of such transfer or assignment.

**10.15. No Waiver.** No failure or delay by either Party in enforcing any provision of this Agreement will be deemed a waiver of such Party's ability to enforce the same provision of this Agreement at a future date.

**10.16. Severability.** If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

**10.17. Force Majeure.** Cashmit is not responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, terrorism,

civil insurrection, acts of militia or military, strikes, revolutions, lack or failure of transportation or communications facilities, laws or governmental regulations, or other causes that are beyond Cashmit's reasonable control. In the event of such a failure, Cashmit's obligations shall be suspended until such time as the cessation of any cause of such failure.

**10.18. Complete Agreement.** This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter. This Agreement and the other agreements Partner has entered into with Cashmit set forth the entire understanding between Partner and Cashmit with respect to the matters covered.

**10.19. Survival.** The following sections shall survive termination of this Agreement: Intellectual Property and License Rights, Confidentiality, Term and Termination, Miscellaneous, and Definitions, as well as any other terms which by their nature should survive termination of this Agreement.

## **11. Definitions**

a) "Applicable Laws" means all applicable federal, provincial, national, state, and local laws, statutes, regulations, rules, orders, supervisory requirements, directions, circulars, opinions, interpretive letters, and other official releases of or by any federal, provincial, national, state, or local governmental authority or entity, and any other applicable regulations and/or operating rules relating to a Party, or its users, as the case may be, and/or its products and/or services, including rules promulgated by the card networks and Data Protection Laws as defined herein.

b) "Confidential Information" means all information that either Party provides to the other Party under this Agreement, including but not limited to the following (i) all information disclosed in writing and marked "confidential," "proprietary," or with a substantially similar marking, (ii) all information disclosed orally and identified as confidential at the time of disclosure, and (iii) all other information that by its very nature the receiving Party should reasonably understand to be the disclosing Party's confidential information.

c) "Confidential User Data" means User Data of one Party disclosed to the other Party that such receiving Party has not otherwise collected in the course of providing its services to the applicable user,

d) "Data Controller" have the meanings given to those terms under the Data Protection Laws.

- e) "Data Protection Laws" means EU Directive 95/46/EC or Regulation (EU) 2016/679 (GDPR) and any associated regulations or instruments and any other data protection laws, regulations, regulatory requirements and codes of practice applicable to the provision of the Cashmit Services.
- f) "Integration Approval" means confirmation by Cashmit in writing that Partner's integration complies with the Integration Requirements. If Partner does not comply with the Integration Requirements throughout the term of this Agreement, Cashmit may revoke the Integration Approval and notify Partner of such revocation.
- g) "Integration Requirements" means any documentation provided to Partner by Cashmit that sets forth in detail: (i) the requirements and technical specifications of integrating the Cashmit Services into the Partner Product; (ii) the placement and display requirements of the Cashmit Services within the Partner Product, including the messaging and positioning of Cashmit Services to referred merchants during their review, selection and configuration; (iii) promotion of Cashmit Services to referred merchants as a payment type integrated into the Partner Product; and (iv) PCI-DSS compliance and card network program registration as required.
- h) "Marks" means, with respect to a Party, the trademarks, including registered and common law trademarks, trade names, service marks, logos, buttons, domain names and designations owned, licensed or used by the Party.
- i) "Partner Product" means the ecommerce or retail related product or solution offered by Partner to its customers.
- j) "Partner User" means a customer that has entered into a relationship with Partner to purchase goods or services, including the Partner Product, as well as a prospective customer of the Partner. A Partner User that has a Cashmit account is also a Cashmit User.
- k) "Cashmit Branded Products" means Cashmit's payment processing services that are branded with Cashmit's Marks.
- l) "Cashmit Services" means the payment services provided by Cashmit, including Cashmit's Branded Products and Cashmit's Unbranded Products, the functionality and branding of which may change from time to time.
- m) "Cashmit Site" means [www.cashmit.com](http://www.cashmit.com), <https://pre.cashmit.com/>, or such other website(s) provided by Cashmit for users located in particular countries or jurisdictions.
- n) "Cashmit Unbranded Products" means Cashmit's payment processing services that are not branded with Cashmit's Marks.
- o) "Cashmit User" means a person who accesses a Cashmit Site or uses the Cashmit Services.

p) “PCI-DSS” means the applicable Payment Card Industry Data Security Standards, as they may be amended from time to time.

q) “UserData” means information, including personally identifiable information, collected from a customer or user of a Party.

r) “User ID” means the unique confidential identification code, certificate, and user ID issued by Cashmit to Partner that permits Partner to integrate the Cashmit Services and the Partner Product.