

PAYVARO END CUSTOMER

PAYMENT AUTHORIZATION AND ACCOUNT TERMS

By authorizing the business platform through which you were introduced to Payvaro's payment services ("Company") to submit Payment Instructions to Payvaro on your behalf, depositing funds into the FBO Account, clicking to accept these Terms, or otherwise using the Services (each as defined below), you ("End Customer") agree that, if accepted by Payvaro, these Payvaro End Customer Payment Authorization and Account Terms and any exhibits attached hereto (as amended from time to time, these "Terms") govern your use of the Services provided by Payvaro Payments, LLC and its affiliates (collectively, "Payvaro"), directly or through its authorized contractors, in connection with payments processed on your behalf. Company is identified in the onboarding, account, or invoicing records Payvaro or Company maintains for you, and these Terms apply regardless of which Company introduced you to the Services.

Payvaro and End Customer may each be referred to individually as a "Party" and collectively as the "Parties." These Terms are effective as of the earlier of the date of last signature below, if these Terms are executed, or the date End Customer first accepts these Terms electronically, clicks to accept them, or begins using the Services (the "Effective Date").

RECITALS

WHEREAS, End Customer uses Company's platform to submit invoices and payment requests for amounts owed by End Customer to End Customer's designated payees ("Payees");

WHEREAS, Company is a party to a separate Services Agreement with Payvaro (the "Services Agreement") pursuant to which Company transmits payment instructions to Payvaro, via application programming interface or other approved method, for processing and execution on behalf of Company's customers, including End Customer;

WHEREAS, in order to fund payments made on End Customer's behalf, End Customer deposits funds into a deposit account established and held by Sponsor Bank in Payvaro's name, for the benefit of Payvaro's customers (the "FBO Account"), together with the funds of other similarly situated customers, with End Customer's ownership interest in the FBO Account tracked on a sub-account basis by Payvaro's and Sponsor Bank's records;

WHEREAS, the FBO Account is maintained by Sponsor Bank pursuant to a separate agreement between Payvaro and Sponsor Bank (the "Bank Agreement"), to which End Customer is not a party and under which End Customer has no direct rights; End Customer does not have, and these Terms do not create, a direct deposit account or other contractual relationship between End Customer and Sponsor Bank; and

WHEREAS, Payvaro and End Customer wish to set forth the terms under which funds held in the FBO Account will be used and payments will be authorized and executed on End Customer's behalf;

NOW, THEREFORE, the Parties agree as follows.

1. Definitions

1.1 "Sponsor Bank" means the federally-insured depository institution engaged by Payvaro, pursuant to the Bank Agreement, to hold the FBO Account and provide related banking services.

1.2 "Payment Instruction" means an instruction submitted by Company to Payvaro, purportedly on behalf of End Customer, specifying the amount, Payee, timing, and method of a payment to be made using funds held in End Customer's sub-account of the FBO Account.

1.3 "Services" means Payvaro's receipt, processing, and execution of Payment Instructions, and related operational support, as described in these Terms.

1.4 "Payee" means the third party designated in a Payment Instruction as the recipient of a payment funded from End Customer's sub-account of the FBO Account.

2. Relationship of the Parties; Sponsor Bank; Deposit Insurance

2.1 Sponsor Bank Relationship. Sponsor Bank's relationship with respect to the FBO Account is solely with Payvaro under the Bank Agreement. End Customer is not a party to, and has no direct rights under, the Bank Agreement. End Customer does not have a direct deposit account, contractual relationship, or banking relationship with Sponsor Bank, and End Customer's rights with respect to funds held in the FBO Account are solely against Payvaro under these Terms, except as otherwise required by applicable law.

2.2 Deposit Insurance. Sponsor Bank participates in the IntraFi Network Deposits service (“IntraFi”), through which funds held in the FBO Account may be placed with other FDIC-insured depository institutions in IntraFi’s network. Funds so placed may be eligible for FDIC “pass-through” deposit insurance on a per-End-Customer basis, subject to applicable FDIC regulations (12 C.F.R. Part 330), the terms of the IntraFi network, and Sponsor Bank’s and Payvaro’s recordkeeping requirements. Deposit insurance coverage, if available, applies only in the event of the failure of Sponsor Bank or another network institution holding the funds, not Payvaro’s, and is subject to applicable per-institution and network limits and requirements in effect at that time. Neither Payvaro nor Sponsor Bank guarantees the availability of deposit insurance coverage.

2.3 Customer Identification Program Notice. Federal law requires financial institutions to obtain, verify, and record information that identifies each person or entity for whom a deposit account is established, including End Customer’s ownership interest in the FBO Account. When End Customer provides information to Payvaro under these Terms, Payvaro obtains, verifies, and records that information on Sponsor Bank’s behalf as well as its own.

2.4 Payvaro’s Role. Payvaro is not a bank and does not itself hold, safeguard, or have custody of funds in the FBO Account. Payvaro provides payment processing and related operational services with respect to funds held by Sponsor Bank, acting on Payment Instructions as described in Section 4. Payvaro is not acting as a fiduciary, trustee, escrow agent, or lender to End Customer, and nothing in these Terms will be construed to create such a relationship.

2.5 No Privity with Company. End Customer is not a party to, and has no rights or obligations under, the Services Agreement between Payvaro and Company. Company’s invoicing and payment-request relationship with End Customer is governed solely by the commercial arrangement between Company and End Customer, which is not a party hereto and not affected by these Terms.

3. Funding of Payments; Authorized Use of Funds

3.1 Authorized Use of Funds. End Customer agrees that any and all funds deposited by End Customer, or on End Customer’s behalf, into Payvaro’s FBO Account will be used by Payvaro solely to fund Payment Instructions submitted on End Customer’s behalf in accordance with these Terms. End Customer authorizes Payvaro to apply such funds for that purpose and for no other purpose, and End Customer will not direct or request that such funds be used for any purpose unrelated to funding such payments.

3.2 Funding Requirement. Payvaro will have no obligation to initiate, complete, or continue processing any payment under a Payment Instruction unless and until sufficient cleared funds attributable to End Customer are available in the FBO Account. Payvaro will not advance funds, extend credit, or otherwise fund any payment on End Customer’s behalf.

3.3 No Interest; No Commingling of Purpose. Except as required by applicable law, no interest will accrue to End Customer on funds held in the FBO Account. Payvaro will not use End Customer’s funds to fund payments on behalf of any other customer, and will not use any other customer’s funds to fund payments on behalf of End Customer.

3.4 Return of Unused Funds. Upon termination of these Terms, or upon End Customer’s written request, Payvaro will instruct Sponsor Bank to return any funds attributable to End Customer remaining in the FBO Account, less any amounts owed to Payvaro under these Terms, in accordance with the Sponsor Bank’s requirements and applicable law.

4. Payment Instructions; Authorization of Company

4.1 Authorization of Company. End Customer authorizes Company to submit Payment Instructions to Payvaro on End Customer’s behalf, by application programming interface or other method approved by Payvaro, specifying payments to be made to Payees from End Customer’s sub-account of the FBO Account.

4.2 Reliance by Payvaro. End Customer authorizes Payvaro to rely upon, and to act in accordance with, any Payment Instruction that Payvaro reasonably believes has been submitted by Company on End Customer’s behalf, without independent verification of End Customer’s authorization for any particular Payment Instruction, provided that Payvaro applies its standard security procedures for receipt of Payment Instructions from Company. Payvaro will not be liable for acting in good-faith reliance on a Payment Instruction consistent with this Section 4.2.

4.3 Responsibility for Instructions. End Customer is solely responsible for all Payment Instructions submitted under this authorization, including any that are erroneous, duplicative, or unauthorized as between End Customer and Company, except to the extent caused by Payvaro’s gross negligence, willful misconduct, or material breach of these Terms.

4.4 Revocation. End Customer may revoke Company’s authorization to submit Payment Instructions on its behalf by written notice to Payvaro at the address set forth in Section 13. Revocation will take effect no earlier than three (3) business days after

Payvaro's actual receipt of such notice and will not affect any Payment Instruction submitted, or any payment initiated, prior to the effective date of revocation.

4.5 No Guarantee of Receipt. Payvaro does not guarantee the timing of any Payee's receipt or application of a payment. Once a payment has been executed pursuant to a Payment Instruction, Payvaro may not be able to stop, cancel, or reverse the payment.

5. KYC, KYB, and Regulatory Cooperation

5.1 Cooperation. End Customer acknowledges that Payvaro, Sponsor Bank, and applicable payment networks are required by law to obtain, verify, and record information identifying End Customer and, where applicable, its beneficial owners. End Customer will promptly provide, and will cause its authorized users to provide, to Payvaro such documentary and other information as Payvaro may reasonably request (including information requested by Payvaro at Sponsor Bank's request) to comply with such requirements.

5.2 Suspension for Non-Verification. Payvaro may suspend or decline to process any Payment Instruction, and Sponsor Bank may suspend or restrict the FBO Account, if End Customer's identity, beneficial ownership, or other required information cannot be verified, or if Payvaro or Sponsor Bank reasonably suspects a violation of applicable law.

5.3 Accuracy of Information. End Customer represents and warrants that all information it provides to Payvaro in connection with these Terms, including information Payvaro discloses to Sponsor Bank on End Customer's behalf, is complete, accurate, and current, and will promptly notify Payvaro of any change to such information.

6. Electronic Communications

End Customer consents to the electronic delivery of all documents and notices related to the Services, and agrees to maintain current contact information with Payvaro. End Customer acknowledges that failure to maintain current contact information may result in delay or suspension of the Services until corrected.

7. Customer Data and Confidentiality

7.1 Customer Data. End Customer is solely responsible for the accuracy and completeness of all information, invoices, and Payment Instructions provided to Company or Payvaro in connection with the Services ("End Customer Data"). Payvaro may rely on End Customer Data in providing the Services.

7.2 Confidentiality. Each Party will maintain the confidentiality of the other Party's non-public information obtained in connection with these Terms using reasonable care, and will not disclose such information except to its affiliates, contractors, and advisors with a need to know, to Sponsor Bank or applicable payment networks, or as required by law, regulation, or court order.

7.3 Data Use. Payvaro may use End Customer Data, in de-identified or aggregated form, for risk management, fraud prevention, and improvement of the Services, in compliance with applicable law.

8. Disclaimer of Warranties; Limitation of Liability

8.1 Disclaimer of Warranties. Except as expressly provided in these Terms, Payvaro disclaims all warranties, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Payvaro does not warrant that the Services will be uninterrupted, error-free, or secure.

8.2 Limitation of Liability. To the maximum extent permitted by applicable law, neither Party will be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of or relating to these Terms, regardless of the theory of liability, even if such damages were foreseeable. Payvaro's total liability to End Customer under these Terms will not exceed the amount of the Payment Instruction(s) giving rise to the claim.

8.3 Disputed Items. End Customer must notify Payvaro in writing of any disputed Payment Instruction or transaction within ninety (90) days of the date such transaction is reflected in records made available to End Customer, or the transaction will be deemed accepted.

9. Indemnification

End Customer will indemnify, defend, and hold harmless Payvaro and its officers, directors, employees, and agents from and against any third-party claims, losses, liabilities, and reasonable costs (including attorneys' fees) arising from (a) End Customer's

breach of any representation, warranty, or obligation under these Terms, (b) End Customer's gross negligence or willful misconduct, or (c) any inaccurate, incomplete, or unauthorized information or Payment Instruction attributed to End Customer, except to the extent caused by Payvaro's gross negligence, willful misconduct, or material breach of these Terms.

10. Term and Termination

10.1 **Term.** These Terms commence on the Effective Date and continue until terminated as provided herein or until the Services Agreement between Payvaro and Company terminates, whichever occurs first.

10.2 **Termination for Convenience.** Either Party may terminate these Terms upon thirty (30) days' prior written notice to the other Party.

10.3 **Immediate Termination.** Payvaro may immediately suspend or terminate these Terms if required by Sponsor Bank, a payment network, or applicable law, or if Payvaro reasonably suspects fraud, illegal activity, or a violation of these Terms.

10.4 **Effect of Termination.** Termination will not relieve End Customer of any obligation to pay amounts accrued prior to termination. Sections 2, 3.4, 7, 8, 9, and 12 will survive termination or expiration of these Terms.

11. Representations and Warranties

End Customer represents and warrants that it is duly organized and validly existing, that it has full power and authority to enter into these Terms, that its execution and performance of these Terms will not violate any agreement binding on it or any applicable law, and that these Terms constitute its legal, valid, and binding obligation, enforceable against it in accordance with their terms.

12. Miscellaneous

12.1 **Notices.** All notices under these Terms must be in writing and delivered by email (with confirmation of receipt), overnight courier, or certified mail to the addresses set forth below, or such other address as a Party notifies the other in accordance with this Section.

Payvaro Payments, LLC
550 NW Franklin Avenue
#328
Bend, OR 97703
legal@payvaro.com

12.2 **Assignment.** End Customer may not assign these Terms without Payvaro's prior written consent. Payvaro may assign these Terms in connection with a merger, acquisition, or sale of substantially all of its assets, or to an affiliate.

12.3 **Severability.** If any provision of these Terms is held unenforceable, the remaining provisions will remain in full force and effect, and the unenforceable provision will be modified to the minimum extent necessary to reflect the Parties' intent.

12.4 **Governing Law.** These Terms are governed by the laws of the State of New York, without regard to conflict-of-laws principles.

12.5 **Entire Agreement.** These Terms constitute the entire agreement between Payvaro and End Customer with respect to their subject matter and supersede all prior discussions or agreements on that subject. These Terms do not amend or form a part of the Services Agreement between Payvaro and Company or of the Bank Agreement between Payvaro and Sponsor Bank.

12.6 **Counterparts; Electronic Acceptance.** These Terms may be executed in counterparts, including by electronic signature, or accepted by End Customer's electronic acknowledgment or continued use of the Services following notice of these Terms, each of which will have the same effect as an original signature.