AMERICAN EXPRESS OPTBLUE® PROGRAM ADDENDUM TERMS AND CONDITIONS

The American Express OptBlue® Program is generally available for merchants that process less than $1 Million US dollars in American Express card payments. These terms cover your acceptance of American Express card payments under the OptBlue® Program.

Reference is made to the terms of service agreement between Melio Payments Inc. ("Melio") and you (the "Original Agreement"). You, the "Merchant" in this OptBlue Addendum, are a "Recipient" in the Original Agreement and have provided your business information to Melio.

EPX Acquisition Company, LLC ("EPX") registered ISO with American Express as an OptBlue® Program Independent Sales Organization. Accordingly, Merchant's OptBlue® Program transactions under the Original Agreement will be processed through EPX and in accordance with EPX's Program Agreement with American Express.

TabaPay, Inc. (the "ISO"), is registered with American Express as an OptBlue Program Independent Sales Organization. Melio is a subagent of the ISO.

This American Express OptBlue® Program Addendum (the "Addendum") governs Merchant's participation in the American Express OptBlue® Program ("OptBlue® Program"), in which Merchant may choose to participate to accept American Express card payments if Merchant meets certain eligibility requirements. If Merchant elects to enroll in the OptBlue® Program, the following additional terms and conditions of the OptBlue® Addendum shall apply.

1. **Defined Terms.** Capitalized terms used in the Addendum and not otherwise defined shall have the same meaning as in the Original Agreement.

2. **Parties to the Original Agreement.** Merchant and Melio hereby agree that ISO and EPX are made parties to the Original Agreement, solely for the purpose of facilitating the Merchant's ability to process American Express OptBlue transactions pursuant to this Addendum. Unless otherwise set forth in this Addendum, (i) EPX and ISO do not assume or accept any responsibility or liability, or acquire any rights, under the Original Agreement, and (ii) Merchant acknowledges that it has accessed the Merchant Processing Agreement Terms ("EPX Terms") at www.myresourceportal.com/agreement and Merchant agrees to said EPX Terms solely with respect to Merchant's American Express transactions through EPX. For clarity purposes, the EPX Terms will not extend to Merchant's acceptance of any other card issuers, associations or networks. From time to time, the EPX Terms may be updated. When this occurs, ISO will notify Merchant electronically (or by delivery method selected by Merchant at time of disclosure) when such updates have been made. Merchant acknowledges that continued use of OptBlue® Program services after the update signifies Merchant's acceptance of updated EPX Terms.

3. **Acceptance of Terms.** By accepting these Addendum terms, as demonstrated by Merchant's agreement as well as Merchant's acceptance of its first American Express card for payment, Merchant agrees to be bound by this OptBlue® Addendum.

4. **Data Sharing.** Merchant agrees that (i) Melio, ISO and/or EPX may disclose American Express Transaction Data (which for purposes of this Section 4 shall have the same definition as "Transaction Data" in the Operating Regulations), Merchant Data, and other information about Merchant to American Express; (ii) American Express may use such information to perform its responsibilities in connection with the OptBlue® Program, promote the American Express network, perform analytics, and create reports, and for any other lawful business purpose, including marketing purposes; and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express card marketing and administrative purposes.

5. **Communications; Opt Out.** If Merchant has provided a wireless phone number in connection with the Original Agreement or the Addendum, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact customer support as described in the Original Agreement and request to opt out of such communication. By opting out, Merchant opts out of receiving future commercial marketing communications from American Express. Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

6. **High Charge Volume Merchants.** Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant, Merchant will be converted from the OptBlue® Program to a direct American Express card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express's then-current card acceptance agreement; and (ii) American Express will set pricing and other fees payable by Merchant for American Express card acceptance.

7. **ISO's Limitation of Liability.** ISO is a payment processor and supplier under the Original Agreement and as such ISO's liability to Merchant is limited as set forth in the Limitation of Liability section of the Original Agreement. EPX's liability to Merchant is limited as set forth in the EPX Terms.

8. **Payment Acceptance**.

   a. Merchant agrees to use the Services provided by Melio for the processing of all transactions submitted for processing under this Addendum. Merchant shall not use special services or software provided by any other third party to assist Merchant in processing American Express transactions, including card entry or authorizations. Merchant acknowledges and agrees that the Melio Services are provided solely by Melio pursuant to the Original Agreement.

   b. Merchant represents, warrants, and covenants that it and its third-party service providers are and will remain throughout the term of the Original Agreement in compliance with the Operating Regulations, the Payment Card Industry Data Security Standard (***"PCI DSS"***) and the American Express Data Security Requirements ("***DSR***"), as in effect and as may be amended, supplemented, or replaced. Merchant will cause all of its service providers, subcontractors and agents that accept, store, process or transmit Sensitive Data on behalf of Merchant to comply with the Operating Regulations, PCI DSS, and DSR requirements at all times. Merchant will pay any fines and penalties that may be assessed by the American Express network as a result of its and its third-party service providers' noncompliance with the requirements of the Operating Regulations, PCI DSS, and DSR or by its failure to accurately validate its compliance with those requirements. Merchant is required to comply with and hereby appoints Melio to complete, sign, and deliver to ISO an attestation of Merchant's compliance with PCI DSS, DSR prior to commencing the Services for American Express transactions, and annually thereafter.

9. **No Assignment.** Merchant shall not assign to any third party any American Express-related payments due to it, and all indebtedness arising from American Express charges will be for bona fide sales of goods and services (or both) at its establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Melio, ISO, or EPX, its or their affiliated entities, and/or any other cash advance funding source that partners with Melio, ISO, EPX or its or their affiliated entities, without the consent of American Express.

10. **Third Party Beneficiary.** Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Addendum against Merchant to the extent applicable to American Express processing.

11. **Conflicts**. The OptBlue® Program is provided to Merchant by EPX, and not by ISO, any agent of the ISO, or any Bank (as defined in the Original Agreement). In the event of any incurable conflicts between this Addendum and the Original Agreement, the Addendum will prevail. In the event of any incurable conflicts between the terms of the Original Agreement, as between Merchant and Melio, and such conflict is unrelated to Merchant's American Express Processing, the terms of the Original Agreement will prevail, as to Merchant and Melio. Otherwise, in the event of any incurable conflicts between the EPX Terms and the Addendum, the EPX Terms will prevail.

12. **Eligibility Term; Termination**. Merchant must meet certain eligibility requirements to participate in the OptBlue® Program, including that Merchant must be located in the United States and have an American Express charge volume of less than $1,000,000 US dollars per year. In accordance with EPX's instructions, ISO will assist Merchant in securing the appropriate arrangements with American Express. Merchant understands that continued acceptance of American Express cards will at all times be subject to the discretion of ISO, EPX, and American Express. Melio, ISO, or EPX may terminate this Addendum in accordance with the Original Agreement. EPX may terminate the Addendum immediately in accordance with Section 1.16 of the EPX Terms or in the event of Merchant violating any of the terms of this Addendum or the Operating Regulations. To terminate American Express acceptance, Merchant may contact Melio's customer support as described in the Original Agreement.

13. **Returns and Refunds**. With respect to the American Express transactions, Merchant must comply with the return, adjustments, and credit voucher requirements set forth within Section 2.14 of the EPX Terms.

14. **Collection from Cardholder.** Merchant may not bill or collect from any American Express cardholder for any purchase or payment on the American Express card unless a Chargeback has been exercised, Merchant has fully paid for such Chargeback, and it otherwise has the right to do so.

15. **American Express Marks.** Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Regulations.

16. **Notification of Data Security Incident:** Merchant must notify Melio customer support and ISO at (415) 265-6062 within twenty-four (24) hours after becoming aware of (i) any suspected or actual data security breach; or (ii) any noncompliance by Merchant with the security requirements set forth herein. Upon receiving said notice from Merchant, Melio and ISO must immediately inform and notify EPX of the same.

17. **Card Acceptance**. Merchant may elect to accept other payment network cards without also accepting American Express cards. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands.

18. **Authorization; Settlement.** Merchant hereby authorizes ISO or EPX to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant will receive proceeds in accordance with the Original Agreement.

19. **American Express OptBlue® Rules**. Merchant acknowledges and agrees that it has reviewed the OptBlue® Program Operating Regulations published by American Express (the "Operating Regulations") and will at all times comply with the rules, obligations, rights and limitations included therein. Such Operating Regulations can be found at http://www.americanexpress.com/merchantopguide and are incorporated by reference into this Addendum.

20. **Indemnification.** Merchant agrees to indemnify and hold harmless EPX, ISO, their affiliates, agents, representatives, members, or stockholders (including, without limitation, the respective

officers, directors, employees, attorneys of all of the foregoing), from and against any and all claims actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) arising out of or relating to this Addendum or the Original Agreement.

21. **Definitions.**

    a. **"American Express"** includes American Express and its affiliates, licensees, predecessors, successors, or assigns, any purchasers of any receivables, and all agents, directors, and representatives of any of the foregoing.
    b. **"Chargeback"** means the procedure by which an American Express transaction (or disputed portion) is returned by Merchant.
    c. "**High Charge Volume Merchant**" means an American Express program merchant with either (i) greater than $1,000,000 in American Express charge volume in a rolling twelve (12) month period; or (ii) greater than $100,000 in American Express charge volume in any three consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.
    d. "**Merchant Data**" means names, postal, and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include Transaction Data (as defined in the Operating Regulations).