

Bank Agreement

Wells Fargo Bank Commercial Entity Agreement (US)

This Commercial Entity User Agreement (“Commercial Entity Agreement” or “CEA”) is provided to Braintree customers that are Commercial Entities (as defined by Visa and Mastercard), who open a Merchant Account and who use Braintree’s services to (i) accept Association (defined below) branded payment card on their website from customers. Each such entity or person receiving this CEA is hereby referred to as “Braintree Customer.” In this CEA, “you,” and/or “your” also refer to Braintree Customer. This CEA constitutes your separate legally binding contract between you, as a Commercial Entity, and (2) Wells Fargo Bank, N.A. and Wells Fargo Merchant Services, L.L.C. (collectively, “Wells Fargo”). In this CEA “we”, “us” and “our” also refers to Wells Fargo. Braintree Customer has agreed to the Braintree Payment Services Agreement or equivalent agreement (the “PSA”), which sets forth requirements regarding the Braintree Services and are incorporated into this CEA by reference. Wells Fargo may terminate provision of credit and debit card processing services provided by Wells Fargo to Braintree and you in connection with payments made to you through the Braintree Service and enforce any of the provisions of the PSA that relate to the credit and debit card processing services provided by Wells Fargo. This CE agreement replaces any other merchant agreement you may have already agreed to with Braintree and Wells Fargo.

By agreeing to this CEA (by “click through” agreement or otherwise) you agree to the terms and conditions of this CEA and any documents incorporated by reference. Braintree Customer further agrees that this CEA forms a legally binding contract between Braintree Customer and Wells Fargo. Any rights not expressly granted herein are reserved by Wells Fargo.

1. Purpose of this CEA. As the recipient of a credit or debit card funded payment, Visa U.S.A., Inc. and Visa International (“Visa”), Mastercard International Incorporated (“Mastercard”) and DFS Services LLC (“Discover”) and any applicable debit networks (collectively the “Associations”) require that you enter into a direct contractual relationship with a bank who is a member of the Associations. By entering into the CEA, you are fulfilling the Association rule of entering into a direct contractual relationship with a member bank, and you are agreeing to comply with Association rules as they pertain to payments you receive through the Braintree Service.

2. Association Rules. Mastercard, Visa and Discover have established guidelines, merchant monitoring programs and reports to track merchant activity such as excessive credits and Chargebacks, and increased deposit activity. In the event you exceed the guidelines or submit suspicious transactions as identified by an Association or any related program or reports, you may be subject to: (i) incremental Chargebacks and/or

fees; (ii) settlement delay or withholding; (iii) termination of your Agreement; or (iv) audit and imposition of fines. You agree to follow all requirements of this Agreement in connection with each Card transaction and to comply with all applicable Association rules, which rules are located

at http://www.Mastercard.com/us/merchant/how_works/merchant_rules.html and <https://usa.visa.com/support/small-business/regulations-fees.html#3>.

- **a. Deposit Transactions.** You agree to only accept payments through Braintree Services for transactions between you and your customer for the sale of goods or services. You shall not submit a transaction for the refinance or transfer of an existing obligation that was uncollectible. You acknowledge that for Visa, Mastercard and Discover payments, Braintree shall obtain an authorization for transaction amounts prior to completing the transaction. You shall not request or use a cardholder's account number for any purpose other than to support payment for your goods and services.
- **b. Split Transactions.** You agree to submit a single transaction for the full amount of each sale, except to the extent you and your customer agree on a partial shipment of a product, or where the transaction qualifies for delayed delivery or special order deposits (such as partial shipments based on inventory on hand), in which cases a sale may be split into multiple transactions.
- **c. Minimum or Maximum/Surcharges; Taxes.** You agree that you shall not set minimum or maximum transaction amounts or impose surcharges as a condition of honoring Visa, Mastercard and Discover cards. You may not add tax to any transaction unless so permitted by applicable law, and in such case, only if included in the transaction amount and not collected separately.
- **d. Visa, Mastercard and Discover Marks.** You shall use the Visa, Mastercard and Discover logos or marks on your promotional materials and website to indicate that Visa, Mastercard and Discover cards are accepted both as funding sources for Braintree transactions as a direct method of payment.
- **e. Cash Disbursements; Scripts.** You agree that if you sell travelers cheques or foreign currency that transactions shall be limited to the value of cheques, Visa TravelMoney, or currency sold in a single transaction, plus any applicable commissions. Further you agree that you shall not accept a credit card payment for the purchase of a Scrip (a two-part paper receipt that is redeemable by you for goods, services, or cash).
- **f. Discrimination.** You agree that you shall not engage in any acceptance practice that discriminates against or discourages the use of Visa, Mastercard or Discover in favor of any other card brand.
- **g. Access to Cardholder Data and Card Data Security.** You agree that at all times you shall be compliant with the Payment Card Industry Data Security Standards (PCIDSS) and that you shall certify such compliance in accordance with Association rules, or when asked by Braintree to do so. You also agree that you will use only PCI compliant service providers in connection with the storage, or transmission of Cardholder Data (defined as a cardholder's account number, expiration date, and CVV2). You must not store CVV2 data at any time. When you receive Cardholder Data in connection with the Braintree Services, you

agree that you will not (i) use the Cardholder Data for any purpose other than to support payment for your goods and services, (ii) use the Cardholder Data for any purpose that you know or should know to be fraudulent or in violation of any Association rules, (iii) sell, purchase, provide or exchange in any manner or disclose Cardholder Data to anyone other than your acquirer (in this case Wells Fargo Bank, N.A.), Visa, Mastercard or Discover (as applicable) or in response to a government request.

- **h. Braintree Customer Identification.** You agree to prominently and unequivocally inform your customers of your identity at all points of interaction. You must include the address of your permanent establishment on your Web site.
- **i. Chargebacks.** You shall use all reasonable methods to resolve disputes with your customers. Should a chargeback dispute occur, you shall promptly comply with all requests for information from Braintree. You shall not attempt to recharge a customer for an item that has been charged back, unless the customer has authorized such actions.
- **j. Your Refund Policy must be on Your Website.** If you limit refund/exchange terms or other specific conditions for sales, your policy must be clearly provided to your customers prior to the sale, as part of the sale confirmation process. Proper disclosure would include wording that is prominently displayed and states “NO REFUND, EXCHANGE ONLY” or something substantially similar and includes any special terms. NOTE: Qualifying your refund or exchange terms does not completely eliminate your liability for a refund because consumer protection laws and Association rules frequently allow the cardholder to still dispute these items.
- **k. Compliance with Law; Privacy Policy Display.** You will not access and/or utilize the Braintree Services for illegal purposes and will not interfere or disrupt networks connected with the Braintree Services. You agree to display your consumer privacy policy on your website as well as your security method for transmission of payment data.
- **l. Limited Acceptance.** Pursuant to the Association Rules, you understand that you are allowed to limit your acceptance to either (i) only accept Non-PIN Debit transactions; or (ii) only accept Credit Card transactions; however, by using Braintree Services you are electing full acceptance.

3. Payment Instructions: You authorize and instruct us to allow Braintree to direct all amounts due to you for credit or debit card processing through Wells Fargo. Braintree will serve as your agent for purposes of directing your proceeds from credit and debit card funded processing services.

4. Term and Termination. This CEA is effective upon the date you signed the PSA or otherwise agreed to this CEA (by “click-through” or otherwise), and continues so long as you use the Service. This CEA will terminate automatically upon any termination or expiration of your Braintree Payment Services Agreement, or equivalent, provided that those terms which by their nature are intended to survive termination (including indemnification obligations and limitations of liability) shall survive. This CEA may be

terminated by Wells Fargo at any time based on (i) a breach of any of your obligations under this CEA, the Braintree Payment Services Agreement, or equivalent, or any other agreement related to this relationship, or (ii) the termination of the payment processing relationship between Braintree and Wells Fargo.

5. Indemnification. You agree to indemnify and hold Wells Fargo harmless from and against all losses, liabilities, damages and expense resulting from and/or arising out of: (a) any breach of any warranty, covenant or agreement or any misrepresentation by you under this Agreement; (b) your or your employees' negligence or willful misconduct, in connection with card-funded Braintree transactions or otherwise arising from your provision of goods and services to customers paying for such goods or services through the Braintree Service; (c) arising out of any third party indemnifications Wells Fargo is obligated to make as a result of Braintree Customer's actions (including indemnification of any Association or card issuing bank).

6. Warranty Disclaimer. This CEA is a service agreement. Wells Fargo disclaims all representations or warranties, express or implied, made to you or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this CEA to the extent permitted by law.

7. Limitation of Liability. Notwithstanding anything in this CEA to the contrary, in no event shall the parties hereunder, or their affiliates or any of their respective directors, officers, employees, agents or subcontractors, be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages. Notwithstanding anything in this CEA to the contrary, in no event shall Wells Fargo be liable or responsible for any delays or errors in our performance of the services caused by our service providers or other parties or events outside of our reasonable control, including Braintree. Notwithstanding anything in this CEA to the contrary, the parties' cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including those arising out of or related to this CEA) and regardless of the form of action or legal theory and whether or not arising in contract or tort (excluding negligence and willful misconduct) shall not exceed the total volume of all transactions, expressed as a U.S. dollar amount, processed under this CEA. The foregoing sentence shall not exclude or limit any liability of any party for death or personal injury caused by negligence or fraud, deceit or fraudulent misrepresentation, howsoever caused.

8. Governing Law; Arbitration. Governing law with respect to this CEA shall be California, U.S. Any dispute with respect to this CEA between you and Wells Fargo, including a dispute as to the validity or existence of this CEA and/or this clause, shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. Venue for any such arbitration shall be Santa Clara County, California.

9. Assignment; Amendments. This CEA may only be assigned in connection with a permitted assignment under the Braintree Payment Services Agreement, or equivalent. Wells Fargo may assign its rights under this CEA without your consent. This CEA may be amended by you only upon mutual written agreement. Wells Fargo may amend this CEA at any time via Braintree posting a revised version on the Braintree website(s). The revised version will be effective at the time Braintree posts it. In addition, if the revised version includes a substantial change, Wells Fargo will provide you with 30 days' prior notice of such change via Braintree posting a notice on the Braintree website(s). After this 30 day notice, you will be considered as having expressly consented to all changes to the CEA if you continue to use the Braintree Service. For the purpose of this CEA, a "substantial change" will be any change that involves a reduction to your rights or increases your responsibilities.

10. Waiver. The failure of a party to assert any of its rights under this CEA, including the right to terminate this CEA in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of this CEA in accordance with its terms.

11. Relationship between the Parties. No agency, partnership, joint venture or employment relationship is created between Braintree Customer and Wells Fargo by way of this CEA. In the performance of their respective obligations hereunder, the parties are, and will be, independent contractors. Neither party will bind, or attempt to bind, the other party to any contract or the performance of any obligation, and neither party will represent to any third party that it has any right to enter into any binding obligation on the other party's behalf.

12. Severability. Whenever possible, each provision of this CEA will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof will be prohibited by or determined to be invalid by a court of competent jurisdiction, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this CEA.

13. Association Disclosure; Member Bank Information: Member, **Wells Fargo Bank, N.A.**, may be contacted by mail at: PO Box 6079, Concord, CA 94524; and by phone at (800) 451-5817.

Important Member Bank Responsibilities:

- a. Member, and not Braintree, is the entity approved to extend acceptance of Association products directly to you.
- b. Member must be a principal (signer) to this CEA.
- c. Member is responsible for educating you on pertinent Visa, Mastercard and Discover Rules with which you must comply; but this information may be provided to you by Braintree.

- d. Subject to Section 3 of this CEA, Member is responsible for and must provide settlement funds to you.
- e. Member is responsible for all settlement funds prior to funding you (or your agent).

Important Merchant Responsibilities:

- a. Ensure compliance with cardholder data security and storage requirements.
- b. Maintain fraud and chargebacks below Association thresholds.
- c. Review and understand the terms of this CEA.
- d. Comply with applicable Associations' rules.

Chase Paymentech Submitter Merchant Payment Processing Instructions and Guidelines (US)

Paymentech, LLC ("Paymentech"), for itself and on behalf of JPMorgan Chase Bank, N.A. ("Member"), is very excited about the opportunity to join **Braintree, a division of PayPal, Inc. ("Braintree")** (referred to herein as "Submitter") in providing state-of-the-art payment processing services. When your Customers pay you through Submitter, you may be the recipient of a Card funded payment. The organizations that operate these Card systems (such as Visa and Mastercard; collectively, the "Payment Brands") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Brand and (ii) agree to comply with all applicable Payment Brand Rules and Security Standards as they pertain to Transactions you submit through Submitter. You are also required to fill out an application with Paymentech. The application provides Paymentech with information about you, your Card acceptance history and practices, and your business.

By executing this document, you are fulfilling the Payment Brand Rule of entering into a direct contractual relationship with a member, and you agree to comply with all applicable Payment Brand Rules and Security Standards, as they pertain to Transactions you submit for processing through Submitter. We understand and acknowledge that you have contracted with Submitter to obtain Card processing services on your behalf.

1. Card Acceptance Policies and Prohibitions.

You must:

- a. notify Paymentech (on the Application) of all of your Card acceptance methods (e.g. card-present, card-not-present, recurring transactions, etc.);
- b. accept all categories of Visa and Mastercard Cards, unless you have stated otherwise on your Application, and elected one of the following “limited acceptance” options: (i.) Visa and Mastercard **consumer credit (but not debit) cards** and Visa and Mastercard **commercial credit and debit cards only**; or (ii.) Visa and Mastercard **debit cards only**;
- c. honor all foreign bank-issued Visa or Mastercard Cards;
- d. publicly display appropriate signage to indicate all Cards accepted by you, including any limited acceptance categories;
- e. examine each Card (credit, debit, etc.) presented at the point of sale to ensure the Card is valid, has not expired and that the Customer’s signature on the Transaction Receipt corresponds to the authorized signature on the back of the Card;
- f. in situations where the Card is not physically presented to you at the point of sale (e.g. on-line, mail order, telephone order, pre-authorized, or recurring transactions), have appropriate procedures in place to ensure that each Transaction is made only to the Customer; and
- g. provide the Customer with a Transaction Receipt for each Transaction. All Transaction Receipts must conform to applicable law and Payment Brand Rules.

Except to the extent permitted by law or the Payment Brand Rules, you must not:

- h. engage in any practice that unfavorably discriminates against or provides unequal treatment of any Payment Brand relative to any other Payment Brand;
- i. set a dollar amount above or below which you refuse to honor otherwise valid Cards;
- j. issue a Refund in cash or a cash equivalent (e.g. checks) for any Transaction originally conducted using a Card;
- k. request or use a Card account number for any purpose other than to process a payment for goods or services sold; or
- l. add any tax or surcharge to a Transaction; if any tax or surcharge amount is permitted, such amount shall be included in the Transaction amount and shall not be collected separately.

You must not:

- m. require a Customer to complete a postcard or similar device that includes Card Information in plain view when mailed;
- n. require the Customer to pay the processing fees payable by you to Submitter or Paymentech;
- o. split a single Transaction into two or more Transactions to avoid or circumvent authorization limits or monitoring programs;
- p. submit any Transaction that you know or should know to be either fraudulent, illegal, damaging to the Payment Brand(s), not authorized by the Customer, or

otherwise in violation of any provision of this Agreement, applicable law, or Payment Brand Rules; and

- q. accept Cards for the purchase of scrip.

You represent, warrant, and covenant that, to the best of your knowledge, each Transaction:

- r. represents payment for or Refund of a bona fide sale or lease of the goods, services, or both, which you has the legal right to sell and which is provided by you in the ordinary course of your business;
- s. is not submitted on behalf of a third party;
- t. represents a current obligation of the Customer to you solely for the amount of the Transaction;
- u. does not represent the collection of a dishonored check or the collection or refinancing of an existing debt;
- v. represents goods that have been provided or shipped, or services that have actually been rendered, to the Customer;
- w. is free from any material alteration not authorized by the Customer;
- x. or the amount thereof, is not subject to any dispute, setoff, or counterclaim; and
- y. if such Transaction represents a credit to a Customer's Card, is a Refund for a Transaction previously submitted to Paymentech; and

2. Chargebacks .

You are liable for all Chargebacks. Some of the most common reasons for Chargebacks include:

- a. you fails to issue a Refund to a Customer after the Customer returns or does not receive goods or services;
- b. you did not obtain an authorization/approval code;
- c. the Transaction was prepared incorrectly or fraudulently;
- d. Paymentech did not receive your response to a Retrieval Request;
- e. the Customer disputes the Transaction or the authenticity of the signature on the Transaction Receipt, or claims that the Transaction is subject to a set-off, defense, or counterclaim;
- f. The Customer refuses to make payment for a Transaction because, in the Customer's opinion, a claim or complaint has not been resolved or has been resolved in an unsatisfactory manner; and
- g. The Customer disputes making the Transaction and the Card was not physically presented at the time of the Transaction. In this case you acknowledge that if you do not have an electronic record or physical imprint of the Card, the Payment Brand Rules may not allow you to challenge the Chargeback.

3. Settlement and Funding.

You authorize and instruct us to allow Braintree to direct all amounts due to you for credit or debit card processing through Paymentech. Braintree will serve as your agent for purposes of directing your proceeds from credit and debit card funded processing services.

4. Transactions; Card Information.

- a. By accepting Cards from your Customers, you acknowledge and understand the importance of protecting Transactions and Card Information and complying with the Payment Brand Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Card Information, and, to the extent you do have access to Transactions and Card Information, you must establish policies and procedures to protect such information in conformity with the Payment Brand Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Card Information, other than to (a) your agents and contractors for purpose of assisting you in completing a Transaction; (b) to the applicable Payment Brand; or (c) as specifically required by law. **You are permitted by the Payment Brand Rules to store only certain Transaction data and Card Information (currently limited to the Customer's name, Card account number, and expiration date) and are prohibited from storing additional Transaction data and Card Information, including, without limitation, any security code data, such as CVV2, CVC2, and PIN data, and any magnetic stripe track data. You shall store all media containing Transactions and Card Information in an unreadable format wherever it is stored and in an area limited to selected personnel on a "need to know" basis only. Prior to discarding any material containing Transactions or Card Information, you must render all Card account numbers unreadable.** If at any time you determine or suspect that Transactions or Card Information have been compromised, you must notify Paymentech immediately and assist in providing notification to **such parties as may be required by law or Payment Brand Rules, or as Paymentech otherwise reasonably deems necessary. You further agree to provide Paymentech, upon its request, with such tests, scans, and assessments of your compliance with the Payment Brand Rules and Security Standards as may from time to time be required by the Payment Brands.**
- b. You acknowledge that your failure to comply with the Payment Brand Rules, including the Security Standards, or the compromise of any Transaction or Card Information, may result in assessments, fines and/or penalties by the Payment Brands. In the event Paymentech or Member incurs any damage, liability, fee, fine, assessment or penalty ("Loss") as a result of your breach or violation of the Payment Brand Rules or Security Standards, you shall reimburse Paymentech and Member, as applicable, immediately for all such Losses. Furthermore, if any Payment Brand requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is

completed, including, without limitation, the engagement of an examiner acceptable to the relevant Payment Brand. Notwithstanding the foregoing, the Payment Brands may directly, or demand that Paymentech, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

5. Definitions.

- a. **“Card”** is an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that you accept from Customers as payment for a good or service. Cards include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates and credit accounts.
- b. **“Card Information”** is information related to a Customer or the Customer’s Card, that is obtained by you or Gov-Pay from the Customer’s Card, or from the Customer in connection with his or her use of a Card (for example a security code, a PIN number, or the customer’s zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number and expiration date, the Customer’s name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card, whether printed thereon, or magnetically, electronically or otherwise stored thereon.
- c. **“Chargeback”** is a reversal of a Transaction you previously presented to Paymentech pursuant to Payment Brand Rules.
- d. **“Convenience Fee Transaction”** is a Transaction representing a charge to a Customer’s Card for the convenience of using the payment channel offered by Merchant through Submitter.
- e. **“Customer”** is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you.
- f. **“Data Compromise Event”** means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Card Information.
- g. **“Member”** is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brands. Your acceptance of Payment Brand products is extended by the Member.
- h. **“Payment Brand”** is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by Paymentech for processing, including, but not limited to, Visa, Inc., Mastercard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers, gift card and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.
- i. **“Payment Brand Rules”** are the standards, bylaws, rules, and regulations, as they exist from time to time, of the Payment Brands.

- j. **“Paymentech”**, **“we”**, **“our”**, and **“us”** is Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.
- k. **“Refund”** means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.
- l. **“Security Standards”** are all rules, regulations, standards or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Card Information, including but not limited to the Payment Card Industry Data Security Standards (“PCI DSS”), Visa’s Cardholder Information Security Program (“CISP”), Discover’s Information Security & Compliance Program, American Express’s Data Security Operating Policy, Mastercard’s Site Data Protection Program (“SDP”), Visa’s Payment Application Best Practices (“PABP”), the Payment Card Industry’s Payment Application Data Security Standard (“PA DSS”), Mastercard’s POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- m. **“Transaction”** is a transaction conducted between a Customer and you utilizing a Card in which consideration is exchanged between the Customer and you, either directly or through Submitter. Transaction also means the written or electronic record of a Transaction, including, without limitation, an authorization code or settlement record, which is submitted to Paymentech.
- n. **“Transaction Receipt”** means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

By clicking the accept button, you acknowledge your receipt of these Payment Processing Instructions and Guidelines and agreement to comply therewith.