



TD ONLINE ACCOUNTING AGREEMENT and AUTOBOOKS PAYMENT SERVICES ADDENDUM

PLEASE READ THE AGREEMENT, ADDENDUM AND EXHIBITS CAREFULLY. BY ACCEPTING THESE TERMS (INCLUDING BY CLICKING A BUTTON OR CHECKBOX WITH ACCEPTANCE LANGUAGE, OR THROUGH ANY OTHER MEANS), AND/OR BY USING THE SERVICES DESCRIBED HEREIN, USER REPRESENTS THAT IT HAS READ THE AGREEMENT, ADDENDUM, AND EXHIBITS AND THAT THE PERSON ACCEPTING THESE TERMS IS AN AUTHORIZED REPRESENTATIVE OF USER AND HAS ALL NECESSARY CONSENTS AND AUTHORITY TO BIND USER TO THESE TERMS. IF USER DOES NOT AGREE TO BE BOUND BY THESE TERMS, USER MAY NOT ACCESS OR USE THE SERVICES.

The TD ONLINE ACCOUNTING AGREEMENT ("Agreement") is set forth in Exhibit A forms a binding legal agreement between the person or entity in whose name the bank account is established ("User") and TD Bank, N.A., a national banking association ("TD Bank"). The attached Exhibits B-E are incorporated by reference in the Agreement, which governs the use of the Services (defined below) by User, and each of user's directors, officers, owners, employees, agents, contractors, or other representatives.

The Services are supplied by Autobooks, Inc. ("Autobooks") and made available to User through TD Bank, via TD Bank's website or such other means as TD Bank may make available from time to time.

The AUTOBOOKS PAYMENT SERVICES ADDENDUM ("Addendum") is set forth on this page and the attached Exhibits B-E, which supplement the Agreement. The Addendum forms a direct agreement between User and Autobooks. This Addendum also governs the use of the particular services ("Services") described in each applicable Exhibit. All rights granted to and associated with TD Bank under the Agreement shall apply to and inure to the benefit of Autobooks for the purposes of this Addendum and the Services provided under this Addendum, and Autobooks is an intended third-party beneficiary of the Agreement.

All capitalized terms used herein shall have the meanings set forth in the Agreement, the Addendum, or the Exhibits. If any Exhibit provision conflicts with the terms of the Agreement, the language of the Exhibit shall control, but only with respect to the conflicting terms.

The Exhibits below set forth the Service terms and conditions:

Exhibit A. TD Online Accounting Agreement

Exhibit B. Card Processing Services

Exhibit C. ACH Services

Exhibit D. Accounting Services

Exhibit E. Autobooks Pricing Schedule

EXHIBIT A

TD BANK ONLINE ACCOUNTING AGREEMENT

1. Definitions. In addition to terms elsewhere defined in the Agreement, capitalized terms used in this Agreement shall have the following meanings:
 - (a) "Account" means that depository account at TD Bank in User's name in conjunction with which the Services are provided to User.
 - (b) "Confidential Information" means, whether disclosed orally, electronically, in writing, or by any other means: all information and materials provided or made available by TD Bank, Autobooks, or their TPSPs in connection with this Agreement or the Services, including but not limited to their business, products, processing services, technology, systems, intellectual property, computer code, algorithms, schematics, data, know-how, processes, ideas, inventions, names and expertise of employees and consultants, reports, any information or data relating to their customers or vendors, plans, technical specifications, financial information, product development plans, forecasts, strategies, trade secrets, non-public information, personally identifiable information, developer kits, application programming interfaces, or information or data which otherwise under the circumstances would reasonably be deemed to be confidential. Confidential Information does not include information which has entered the public domain through no wrongdoing of User, was in the possession of User prior User's receipt thereof, or was disclosed to User by a third party (other than a TPSP) without restriction.
 - (c) "Data" means User's data stored in, compiled by, or accessible through the Services, including without limitation information regarding User and its sales, transactions, and activities.
 - (d) "Services" means the financial management software and services provided by Autobooks and made available and accessible to User through TD Bank pursuant to this Agreement and the Exhibits to this Agreement. The list of available Services, and the features and functionality of such Services, may be modified from time to time by Autobooks or TD Bank, in their sole discretion.
 - (e) "TPSP" means those third-party service providers engaged by TD Bank or Autobooks to provide or facilitate provision of the Services, in whole or in part. For purposes of this Agreement, TPSPs include Autobooks and Autobooks' vendors.

2. Services.
 - (a) Access. Subject to User's compliance with the terms and conditions of this Agreement, including payment of all applicable fees, TD Bank will provide User with access to the Services through TD Bank's website and/or mobile application, after appropriate credentials have been presented to such TD Bank, and in accordance with any documentation, standards, user guidelines, and specifications applicable to the Services. Use of TD Bank's mobile application requires that User has a mobile device currently supported by the Services, and that User download the appropriate TD mobile application. Certain Service functionality, such as Tap to Pay on iPhone, will not be supported on all mobile devices. User's right to access and use the Services is non-transferrable and non-sublicensable, and may be terminated by TD Bank or Autobooks at any time, in accordance with this Agreement.
 - (b) Restrictions. User may not, and will ensure that its directors, officers, owners, employees, agents, contractors, or other representatives do not: (i) sublicense, sell, transfer, assign, copy, distribute, or reproduce in any means or manner the Services; (ii) modify, translate, reverse engineer, decompile, reverse compile, disassemble, or otherwise alter the Services or any portion thereof; (iii) access the Services for the purposes of copying, designing, or building competing products or services; (iv) use cheats, exploits, automation software, bots, hacks, mods, or any unauthorized software designed to modify or interfere with the Services; (v) disrupt, overburden, or aid or assist in the disruption or overburdening of the computers or servers offering or supporting the Services or the enjoyment of any other user of the Services; (vi) avoid, bypass, remove, deactivate, impair, or otherwise circumvent any technological measure implemented by Autobooks or TD Bank; (vii) access or use the Services except as subject to and in accordance with the terms of this Agreement; (viii) remove or destroy any copyright notices or proprietary markings in or on the Services; or (ix) use the Services to process transactions for any third party. User's license to use the Services will be immediately terminated upon any violation of the restrictions set forth above.
 - (c) Third-Party Service Providers. Where the Services include features or services provided by TPSPs, to the extent provision of the Services so requires, User will execute any additional licenses, documents, and agreements associated with such third-party services. Among other TPSPs, Jack Henry & Associates, Inc. is a TPSP used by Autobooks to deliver the Services, and whose license terms and conditions will apply to User's use of the Services.
 - (d) IP Ownership. All intellectual property rights in or related to the Services, the Confidential Information, and related names, logos, trademarks, copyrights, patents, service marks, or other proprietary or commercial rights (collectively "IP Rights") are and will remain the exclusive property of TD Bank, Autobooks, and/or their licensors. User will not take any action that jeopardizes the IP

Rights nor will User acquire any right in or to the IP Rights except for the limited revocable license granted pursuant to this Agreement. TD Bank, Autobooks, and/or their licensors will own all rights in any copy, translation, modification, adaptation, or derivative work of the IP Rights, including without limitation any customization, improvement, or development thereof created by or for User or otherwise. Without limiting the foregoing, the work product of all custom solution engineering work performed by Autobooks or its TPSPs, including but not limited to software program interfaces and supplementary products or solutions, shall be and remain the exclusive property of Autobooks and its TPSPs. User shall not cover, replace, or otherwise modify any IP Right markings, proprietary ownership legends, or similar notices located in, on, or created by the Services or any materials or information (including without limitation Confidential Information) available from TD Bank, Autobooks, or their TPSPs. User will not publish or otherwise release any item containing the IP Rights publicly without the owner's prior written approval. User grants TD Bank and Autobooks a worldwide, royalty-free right and license to use and display User's name and trademarks in connection with the provision of the Services or to identify User to third parties in connection with the Services.

- (e) **Compliance.** In connection with User's use of the Services, User will comply with all applicable laws, regulations, and legal requirements, and will maintain any governmental authorizations, licenses, registrations, and filings that may be required under the law to execute or perform this Agreement, use the Services, or conduct its operations. User shall not engage, directly or indirectly, in any of the following prohibited activities: (i) fraudulent activity; (ii) activity that causes Autobooks or TD Bank to violate any law, regulation, or a payment network rule; (iii) operating in a manner which causes a governmental authority to investigate User's practices; (iv) any other activity that may result in undue economic hardship or damage to the goodwill or reputation of Autobooks or TD Bank.
3. **Fees.** User will pay to TD Bank those fees set forth on the pricing schedule attached hereto or in any Service application form or other on-boarding documentation, as such pricing schedule may be amended from time to time by TD Bank upon notice to User. User authorizes Autobooks to debit and/or credit the Account, on behalf of TD Bank, for all amounts due to and from User in connection with this Agreement, the Services, or any transaction submitted by User. User shall maintain a balance in the Account sufficient to pay for all fees and other amounts due from User under this Agreement. User authorizes TD Bank to set off against any amounts payable to User, including without limitation the proceeds of transactions processed by TD Bank, Autobooks, or their TPSPs or the receipt of payments from invoices issued by User, against any amounts owed by User or any affiliate of User under this Agreement. If any debit to the Account is for any reason unsuccessful, a five dollar (\$5) ACH reject fee will be imposed. TD Bank and Autobooks may suspend the Services if all amounts owed under this Agreement are not paid when due. User shall monitor: (a) all invoices and will notify TD Bank and Autobooks within thirty (30) days if any invoice is incorrect; and (b) all ACH transactions and notify TD Bank and Autobooks within two (2) business days if any ACH transaction is incorrect. User's failure to notify TD Bank and Autobooks within the time periods set forth in this Section will constitute User's acceptance of the same and User waives any further rights to dispute or challenge the amounts due. All fees listed are exclusive of tax, and if any sales, use, excise or other taxes (other than Autobooks' income taxes) are payable in connection with or attributable to the Card Processing Services or the merchant program, such taxes are the sole responsibility of User. Autobooks shall not have any obligation to pay such taxes, but if Autobooks elects to pay them on behalf of User, User shall immediately reimburse Autobooks or Autobooks may, at its sole option, charge the Account. Without limiting the foregoing, to the extent that Autobooks is required under applicable law to collect and/or remit any such taxes (e.g., sales taxes), then User will pay all such taxes directly to Autobooks so that Autobooks may remit such taxes as appropriate.
4. **Service Specific Terms.** In addition to the terms set forth in this Agreement, with respect to User's access to or use of specific Services, User will be bound by the terms applicable to each such Service set forth in the Exhibits to the Autobooks Payment Services Addendum attached to this Agreement or which User later agrees to. If any Exhibit provision conflicts with the terms of this Agreement, the language of the Exhibit shall control, but only with respect to the conflicting terms.

5. Data and Security.

- (a) User Information and Data. User authorizes TD Bank to provide Autobooks with all information and Data reasonably requested by Autobooks to open or establish merchant accounts, clearing accounts, or other accounts necessary to access or use the Services. Such information may include, without limitation, User's name, address, Account number, employer identification number, social security number, business type, business description, state of incorporation, product details, service details, sales methods, formation details, names of authorized users, and financial information. TD Bank or Autobooks may request, and User will provide, any additional information Autobooks deems reasonably necessary for completing its underwriting procedures and opening the required accounts necessary to use the Services. User represents and warrants that at the time it provides information and Data to TD Bank or Autobooks, all such information and Data will be accurate, complete, and not misleading. User will promptly notify TD Bank and Autobooks of any changes to the information and Data, or update such User's information and Data through the Services, so that all such information and Data remain accurate, complete, and not misleading. User acknowledges that incorrect or incomplete information or Data may prevent the Services from functioning properly, and User assumes all liability associated with any failure of the Services resulting from User's provision of inaccurate, incomplete, or misleading information or Data.
- (b) Access Codes. Autobooks or TD Bank may issue to User, or allow User to set up, access codes, user IDs with passwords, or other types of electronic credentials ("Access Codes") so that User and its employees, customers, sub-users, and vendors may use the Services, and/or access the Account and certain Autobooks systems. The access for any particular Access Code may be restricted by Autobooks or User through the account administration/service management functions accessible through the Services and User is responsible for ensuring that only appropriate access to the Services and Account are provided to its employees, customers, sub-users, and vendors. Without limiting the foregoing, Autobooks may utilize single sign-on technologies connecting the Account to TD Bank's website without requiring User to manually enter an additional Access Code or log in if User is already logged into the corresponding Account. Access Codes are the property of Autobooks or TD Bank, as applicable. User acknowledges and agrees that: (i) it is responsible for implementing and maintaining systems to ensure that Access Codes are distributed only to User's designated officers, employees and agents who are authorized by User to utilize the applicable Autobooks system; (ii) User's officers, employees and agents protect the confidentiality of the Access Codes and of information obtained through use of the Access Codes; (iii) User's officers, employees and agents use their respective Access Codes and the applicable Autobooks systems only for their intended purposes; and (iv) User shall immediately notify TD Bank and Autobooks in writing of the termination of any of User's officer's, employee's or agent's authority to use an Access Code. User shall, and shall instruct each of its officers, employees and agents to, utilize the degree of care in protecting the secrecy of the Access Codes that User uses to protect its own confidential information, but in no event less than a commercially reasonable degree of care. User shall maintain security systems sufficient to protect Access Codes and all Data contained in or accessed by User via any Access Code, and shall ensure that all such data and information is protected by User behind firewalls or on servers inaccessible to third parties. If, in accessing any Autobooks system, User receives any confidential information of any third party, including any transaction-related information of any third party other than User, or any personal financial information of any consumer, User shall notify Autobooks immediately and shall not use, copy or disclose such information to any third party. User authorizes all transactions and use of the Services delivered after log-in through User's credentials, and User agrees that TD Bank, Autobooks, and their TPSPs may provide or make available any and all Data to any person or entity accessing the Services or the Account. TD Bank, Autobooks, and their TPSPs will have no liability for, and User assumes all liability for, any unauthorized disclosure of Data resulting from User's or any third party's (whether authorized or unauthorized) access or use of the Account or the Services, including but not limited to the access, use, or disclosure of payment information, inappropriate generation of invoices or payment data, modification of the settings or features associated with the Services, disclosure of personally identifiable information, incorrect routing of funds, or other misuse of the Services. User will be responsible for all use or access of the Account by any person with valid Access Codes, including without limitation former employees and agents if User has not notified TD Bank and/or Autobooks that such Access Codes should be cancelled, or removed the permissions of such employees or agents via the appropriate user management tools provided in the Account. TD Bank or Autobooks may disable or revoke any Access Code at any time, in its sole discretion, without prior notice to User.
- (c) Security Breaches. In the event of any actual or suspected unauthorized access to or security breach of Data or Access Codes that User suffers or learns of that either compromises or could compromise Data, Access Codes, or Confidential Information (collectively, a "Security Breach"), User will immediately notify TD Bank and Autobooks and will immediately coordinate with TD Bank's and Autobooks' security personnel to investigate and remedy the Security Breach. Except as may be strictly required by applicable law, User will notify TD Bank and Autobooks prior to or contemporaneous with informing any third party of a Security Breach. In the event of a Security Breach, TD Bank and Autobooks shall have the right to suspend the relevant Services to the extent necessary to investigate the severity of the problem, devise a remedy or otherwise secure the data. TD Bank and Autobooks will use commercially reasonable efforts to resume the Services promptly after resolution of any such problems.
- (d) Use and Disclosure of Data. Except as set forth in this Agreement, Autobooks will not use or disclose Data without User's consent. Notwithstanding the foregoing, Autobooks and its TPSPs may, and User authorizes Autobooks and its TPSPs to, use and disclose the Data or portions thereof: (i) as necessary or appropriate to provide the Services; (ii) for communication purposes including without limitation customer support, evaluation, responding to requests, making special offers or advertisements, or seeking User's feedback; (iii) for optimization purposes, including without limitation the operation, provision, improvement, and maintenance of

the Services, development of new products and services, preventing abuse and fraud, personalizing and displaying content, and other administrative and internal business purposes; (iv) to personalize and display or send advertisements or other content to User; (v) in the event of or to address unauthorized access or use of User's account or the resulting disclosure of any data contained therein; (vi) for any use that User may authorize or consent to from time to time; (vii) as permitted by Autobooks' or its TPSP's then-current privacy policy; (viii) to TD Bank, to a TPSP, or to a financial institution, payment processor, or payment network; (ix) to any government or regulatory authority; (x) in connection with enforcing the terms of this Agreement or obtaining legal or financial advice; or (xi) to any succeeding entity in the event Autobooks participates in a merger, acquisition, or asset sale. Subject to the foregoing and Autobooks' then-current privacy policy, Autobooks may provide User with the ability to select how and whether certain Data may be shared through options provided online when logging into or accessing the Account. In no event will Autobooks have any liability or responsibility for the use or disclosure of Data by any third party to whom Autobooks was permitted to provide such Data. Notwithstanding any other provision of this Agreement, Autobooks may de-identify Data and/or aggregate Data with other information, and use or disclose the resulting information without restriction (and such information shall not be treated as protected Data), provided such information is anonymous and unattributable to User.

6. Termination.

(a) Termination by Autobooks or TD Bank. TD Bank or Autobooks may terminate this Agreement and/or any Service, in whole or in part, immediately and without notice to User if any of the following occurs: (i) User engages in fraudulent, dishonest, or illegal conduct; (ii) User's transactions result in chargebacks, ACH rejects, or other transaction failures in a frequency or quantity deemed unacceptable by Autobooks or TD Bank; (iii) a payment network, regulator, sponsor bank, or governmental authority requests or requires TD Bank or Autobooks to cease providing the Services to User; (iv) continued provision of the Services may, in TD Bank and Autobooks' sole discretion, subject TD Bank or Autobooks to additional regulatory scrutiny, liability, reputational harm, or other actual or anticipated harm; (v) User becomes insolvent, enters into suspension of payments, reorganization, bankruptcy, makes a general assignment for the benefit of creditors, admits in writing its inability to pay its debts, suffers or permits the appointment of a receiver for its business or assets, or avails itself or becomes subject to any other judicial or administrative proceeding that relates to insolvency or protection of creditors rights; (vi) User ceases its regular business operations; or (vii) a competitor of Autobooks acquires a controlling ownership interest in User; (viii) TD Bank or Autobooks becomes unable to deliver the Services to User for any reason, including but not limited due to closure of the Account, fraud, revocation of the Access Codes, or termination of an agreement with TD Bank or Autobooks' licensors. In addition, without limiting the foregoing, TD Bank or Autobooks may terminate or modify any one or more of the Services, or any portion thereof, at any time in TD Bank or Autobooks' sole discretion and without any liability, with or without notice to User.

(b) Effect of Termination. Upon termination of this Agreement, all obligations of TD Bank and Autobooks under this Agreement to User will immediately cease, and User shall no longer access or use the Services or any content contained therein, and User shall promptly return to TD Bank or Autobooks, or at their instruction destroy, any Confidential Information in User's possession. Autobooks shall have no obligation to retain, store, or give User access to any Data following termination of this Agreement for any reason. All liability and obligations of User arising from or in connection with the Services shall survive termination. Additionally, Sections 2(b), 2(d), 2(e), 3, 4, 5, 6(b), 7, 8, 9, 10, and 11 of this Agreement shall survive termination of this Agreement.

7. Representations and Warranties. User represents and warrants that: (a) User has the full legal right and authority to enter into this Agreement and that the execution of this Agreement will not directly or indirectly, violate any applicable law, bylaw, or agreement to which User is subject; (b) User has secured all written agreements, authorizations, consents, and other documentation required by this Agreement; (c) the person executing this Agreement on behalf of User has all necessary approvals, power, and authority to bind User to this Agreement; and (d) User and each transaction submitted by or on behalf of User, and all of User's conduct with regard to its business and the Services, will comply with all applicable laws, rules, and regulations.

8. Indemnification. User shall indemnify, defend, and hold TD Bank and Autobooks and their affiliates, directors, officers, employees, successors, and assigns harmless from and against all claims, damages, losses, liabilities, and expenses, including attorney's fees, claimed, owed, incurred, arising from, or alleged to have arisen out of: (a) any information, including without limitation billing information, account information, or contact information provided by User being incorrect or misleading; (b) the infringement of any third party's intellectual property rights by User's name or logo or any other information or content provided by User, or due to User's use or combination of the Services with any other product, service, or technology, or otherwise; (c) any action or omission of User or its employees, including without limitation User's breach of this Agreement or any representation or warranty by User being incorrect or misleading; (d) any dispute between User and a payee; (e) the failure of User to receive or properly process any payment; (e) any transaction submitted for processing pursuant to this Agreement; or (f) User's violation of any law, regulatory requirement, payment network requirement, or applicable rule.

9. Confidentiality. Except in connection with the performance of its obligations under this Agreement or as required to use the Services, User shall: (a) not use or disclose any Confidential Information; (b) restrict dissemination of Confidential Information to those employees, agents, and contractors on a need to know basis and which have executed a non-disclosure agreement as protective of the Confidential Information in this Agreement; (c) prohibit dissemination of the Confidential Information to third parties, except as

authorized by this Agreement; (d) guard the Confidential Information from disclosure with the same degree of care User applies to its own confidential information of a similar nature and importance, but in no case less than a reasonable standard of care; and (e) refrain from modifying, altering, moving, adapting, divulging, copying, publishing, disseminating, or disclosing, for any purpose whatsoever, any Confidential Information to any person or entity except as specifically authorized to do so by this Agreement. The parties understand that pursuant to the Defend Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

10. Disclaimers and Limitation of Liability.

- (a) Representation and Warranty Disclaimer. The Services are provided solely "as is" and "as available" and TD Bank, Autobooks, and their TPSPs expressly disclaim any and all representations, warranties, and conditions of any kind, whether express, implied, statutory, or arising by law, custom, or otherwise including but not limited to all representations, warranties, and conditions of merchantability, fitness for a particular purpose, availability, non-infringement, reliability, security, error-free functioning, accuracy, or completeness. User's use of the Services is at User's sole discretion and sole risk.
- (b) Damages Disclaimer. In no event shall TD Bank, Autobooks, or their TPSPs be liable for any indirect, incidental, special, or consequential damages (including without limitation loss of profits, loss of revenue, or loss of data) for any reason, in connection with the Services or otherwise, and whether in tort, contract, equity, or any other cause or form of action, even if advised of the possibility of such damages. TD Bank, Autobooks, and their TPSPs shall have no liability arising out of or in connection with User's use or inability to use the Services; cost of procurement of substitute goods or services resulting from any Services being inadequate, unavailable, or suffering errors; unauthorized access to or alteration of User's data; the statements or conduct of any third party (including, with respect to Autobooks, any conduct of TD Bank); infringement of any third party's intellectual property rights; the timeliness, deletion, mis-delivery, or failure to store any information; or any other matter related to or arising out of the Services.
- (c) Liability Cap. TD Bank and Autobooks' and their officers', directors', employees', and agents' entire, cumulative aggregate liability arising out of or related to this Agreement, whether in contract, tort or otherwise shall not exceed the amounts paid by User for the Services during the three (3) month period immediately preceding the occurrence
- (d) Force Majeure. TD Bank and Autobooks shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to, acts of god, war, terrorism, riots, fire, floods, accidents, strikes, shortages, communication outages, and the actions of any third party (including, with respect to Autobooks, any conduct of TD Bank).

11. General Terms.

- (a) Ownership. The Services and all software, hardware, intellectual property, and all rights, title, and interest therein are owned solely by Autobooks and its vendors. User may only use the foregoing pursuant to the license granted by this Agreement and shall in no way receive or obtain any ownership, title, interest, or other rights thereto. User shall not use or display any intellectual property rights of Autobooks without Autobooks prior written consent.
- (b) Updates. The Services may be modified or updated at any time, and without notice to User, in the sole discretion of Autobooks or TD Bank.
- (c) Feedback. User grants Autobooks an irrevocable, worldwide, non-exclusive, sublicenseable, perpetual, and royalty free right and license to use, reproduce, perform, display, distribute, modify, create derivative works of, and otherwise exploit in any manner, any and all ideas, suggestions, documents, proposals, notices, error reports, requests, customization options, or other feedback of any kind ("Feedback") provided to TD Bank or Autobooks. User represents and warrants that it has full ownership of all Feedback and all rights, power, and authority to provide such Feedback.
- (d) Notices. Any notices to be provided to User pursuant to this Agreement may be provided electronically upon login and/or use of the Services, by mail to the address of User on file with TD Bank, by email to the email address of User on file with TD Bank, or upon posting to TD Bank's website. Notices to User provided electronically will be deemed given upon sending or making such notice available, or if provided by mail will be deemed given upon User's receipt. Any notices to be provided to TD Bank pursuant to this Agreement shall be provided in writing and sent by certified mail or reputable overnight carrier, postage prepaid, to: TD Bank, 140 Mill Street, PO Box 1377, Lewiston, ME 04240. Any notices to be provided to Autobooks pursuant to this Agreement shall be provided in writing and sent by certified mail or reputable overnight carrier, postage prepaid, to: Autobooks, Inc., Attn: Legal, 1555 Broadway St 3rd Floor, Detroit, MI 48226. Notices to TD Bank and Autobooks will be deemed given upon their receipt of such notice.

- (e) Governing Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Michigan, without regard to internal principals of conflicts of law. Any action by either party shall be brought exclusively in the state or federal courts in Oakland County, Michigan. Each party consents to the jurisdiction of such courts and waives any claim of lack of jurisdiction or forum non conveniens. Each party waives its right to a jury trial in connection with this Agreement. All claims and disputes must be litigated on an individual basis and not on a class basis. Claims of more than one customer or user cannot be litigated jointly or consolidated with those of any other customer or user. User waives its right to any consolidated or class action claim, arbitration, or other proceeding in connection with this Agreement.
- (f) Audit. During the term of this Agreement and for two (2) years thereafter, TD Bank or Autobooks or their representatives may, upon reasonable notice to User, audit and inspect the agreements and business records of User relating to the transactions conducted over the Services or in relation to this Agreement to verify User's compliance with this Agreement. While conducting an audit and inspection, the auditor or its representatives will be entitled to photocopy and retain any item that documents a violation of this Agreement for evidentiary purposes. If the audit reveals a breach of this Agreement, User will pay for all costs associated with such audit.
- (g) Independent Contractors. TD Bank and User shall be deemed independent contractors. Neither party has the authority to enter into contracts on the other's behalf, nor in any way represent to any third party that it can obligate the performance of the other parties. Each party shall be solely responsible for its own acts and the acts of its respective agents, employees, subcontractors, and other representatives in connection with this Agreement.
- (h) Insurance. User will, at its own expense, maintain reasonable insurance policies based on the size and nature of its business to protect itself from claims for damages, fraud, injuries, death, data breaches, errors, omissions, or other insurable claims arising from its operations or performance of this Agreement.
- (i) Entire Agreement. This Agreement, together with the attached Exhibits to the Autobooks Payment Services Addendum which are incorporated into this Agreement by reference as if fully set forth herein and any additional required terms provided by any TPSP via click-thru agreement or other means, contains the entire agreement between the parties related to the Services and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof.
- (j) Amendment. TD Bank and Autobooks may modify or amend this Agreement: (i) immediately upon posting the amended version to TD Bank's website for any modification required to comply with applicable law, regulatory requirements, or contract modifications between TD Bank and/or Autobooks and a third party vendor or service provider; or (ii) by posting such amended Agreement to TD Bank's website at least thirty (30) days before the effective date of such change. User's continued use of the Services after the effective date of an amendment shall be deemed User's consent to such amendment. Except as set forth in this section, this Agreement may only be modified in a writing signed by both parties hereto. If User objects to any modification by TD Bank or Autobooks, User's sole remedy is to immediately cease its use of the Services.
- (k) Assignment. User may not assign, convey, delegate, subcontract, or otherwise transfer, by operation of law or otherwise, this Agreement or any portion thereof without TD Bank's and Autobooks' prior written consent.
- (l) Third Party Beneficiary. Except as set forth in this Section, this Agreement does not, and is not intended to, confer any rights or benefits on any person that is not a party hereto and none of the provisions of this Agreement will be enforceable by any person other than the parties hereto or their permitted successors or assigns. User is not an intended third party beneficiary of any agreement between Autobooks and TD Bank, either TD Bank or Autobooks and their respective vendors, or any other third party. Autobooks and Autobooks' TPSPs are providing some or all of the Services specified in this Agreement, and as a result, Autobooks and Autobooks' TPSPs (including without limitation Jack Henry & Associates, Inc.) are intended third-party beneficiaries of this Agreement and its Exhibits. Each TPSP (including without limitation Autobooks) has the right to enforce directly against User the terms of this Agreement which relate to those Services performed by such TPSP and/or the ownership and protection of the intellectual property rights of such TPSP and its licensors. Each TPSP may provide additional User terms via click-thru agreement or other means and User acknowledges that agreement to such terms may be necessary to utilize some or all of the Autobooks' Services. User acknowledges that neither Autobooks nor any TPSPs shall have any responsibility or liability with regard to User under the Agreement.
- (m) Severability. If any one or more of the provisions of this Agreement shall for any reason be found invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provisions shall be replaced by a mutually acceptable provision which, being valid, legal, and enforceable, comes closest to the intentions of the parties underlying the invalid, illegal, or unenforceable provisions.
- (n) Waiver. No waiver of any right will be effective unless given in writing and signed by the party waiving its rights. Failure to enforce any term or provision of this Agreement, exercise any option, or require any performance, shall in no way be construed to be

a waiver of such provision of this Agreement.

- (o) Remedies. All rights and remedies of the parties set forth in this Agreement are cumulative, not alternative. User acknowledges the unauthorized disclosure or use of Confidential Information would cause TD Bank and Autobooks irreparable harm and significant injury such that monetary damages would be difficult to ascertain. Thus, in addition to any monetary damages and other rights available at law or in equity, TD Bank or Autobooks may seek injunctive relief and specific performance against User without having to prove actual damages or post any bond.
- (p) Electronic Communications. The communications between User and TD Bank or Autobooks may be by electronic means, including but not limited to emails sent between the parties or TD Bank's or Autobooks' posting of notices. User consents to receive communications and notices under this Agreement in an electronic form and agrees that all communications provided electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing.
- (q) Electronic Signatures. User understands that this Agreement uses an electronic signature process that allows User to sign and agree online by using User's computer mouse to click "Accept". User acknowledges that it intends to use this process to provide its signature electronically. User understands that such electronic signature is legally binding, and is governed by the Federal Electronic Signatures in Global and National Commerce Act and/or the Uniform Electronic Transactions Act governances (or an amended version thereof), as applicable. User agrees to be bound by these governances. The person signing on behalf of User represents and warrants that his/her acceptance of this Agreement, all information provided, and each action taken in connection with the Services, is authorized by User. The electronic signature that such individual provides by clicking "Accept" (or such other button with acceptance language) will be binding upon him/her and User, on behalf of which he/she is signing, and will not be construed by a court of law to have any less effect than a standard ink or paper signature. If User does not agree to the terms and conditions of this Agreement, User should not click the "Accept" button. User acknowledges that: (i) User is capable of opening, reading, printing, downloading and saving a complete and legible copy of this Agreement; and (ii) User had reasonable opportunity to open this Agreement, read it, and consult with counsel prior to accepting this Agreement.
- (r) Counterparts; Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed and original and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic means and the parties agree that such electronic execution and delivery will have the same force and effect as the delivery of an original document with original signatures. Each party may use such electronic signature as evidence of the execution and delivery of this Agreement to the same extent that an original signature could be used.
- (s) Headings. The section headings of this Agreement are inserted as a matter of convenience only and shall not define, limit, extend, or describe the scope of this Agreement or the intent of any provisions herein.

EXHIBIT B CARD PROCESSING SERVICES

1. **Interpretation.** The terms of this Exhibit B are supplemental to those in the Agreement and along with the terms in the Agreement this Exhibit B governs User's use of the Card Processing Services. All capitalized terms used in this Exhibit B but not defined herein shall have the meaning set forth in the Agreement. The terms of this Exhibit B will control over any conflicting terms in the Agreement; otherwise, all terms and conditions of the Agreement remain in full force and effect. The following capitalized terms used in this Exhibit B shall have the following meanings:

"**Bank**" shall mean a member of Visa Inc., MasterCard International, Inc., Discover Financial Services, Inc., American Express Travel Related Services Company, Inc., and/or other networks as applicable, that provides sponsorship services in connection with this Exhibit B, as designated by Autobooks from time to time in its sole discretion. As of the commencement of this Exhibit B, the Bank shall be (i) for Tap to Pay Transactions, MetaBank, National Association, Attn: Vice President - Operations, 5501 South Broadband Lane, Sioux Falls, SD 57108, and (ii) for all other Card Transactions, Fifth Third Bank, an Ohio banking corporation, having its principal office at 38 Fountain Square Plz, Cincinnati, OH 45202.

"**Card**" means any Card Brand payment card, or any account numbers assigned to a Cardholder or other forms of payment accepted by Autobooks, including for Tap to Pay Transactions, for which pricing is set forth in this Agreement or on the User Application.

"**Card Brand**" means Visa Inc., MasterCard International, Inc., Discover Financial Services, Inc., American Express Travel Related Services Company, Inc., any debit network through which transactions may be routed, and the subsidiaries, successors, and assigns of the foregoing.

"**Card Processing Services**" shall mean any services described in, and provided by Autobooks or Bank to User pursuant to this Exhibit B, including but not limited to the authorization, settlement, and capture services for the acceptance of Cards (including Tap to Pay Transactions) as further described herein.

"**Card Transaction**" means a financial transaction involving User's acceptance of a Card, which shall include Tap to Pay Transactions.

"**Cardholder**" means any person authorized to use a Card or the accounts established in connection with a Card.

"**Rules**" means the by-laws, operating regulations and/or all other rules, guidelines, policies and procedures of the Card Brands, and all other applicable rules, regulations and requirements of Autobooks, Bank, Card Brands, processors, networks, and other regulatory bodies or organizations which govern or affect any services provided under this Exhibit B, and all state and federal laws, rules and regulations which govern or otherwise affect the activities of User, including, but not limited to, those of the National Automated Clearing House Card Brand (NACHA), the Federal Trade Commission (FTC), and those made available electronically by Visa at <https://usa.visa.com/support.html> and by Mastercard at www.mastercard.com/us/merchant, as any or all of the foregoing may be amended and in effect from time to time.

"**Tap to Pay Transaction**" means a financial transaction involving User's acceptance of payment through Tap to Pay on iPhone.

"**User Application**" shall mean the application for Card Processing Services in the form approved by Autobooks setting forth, among other material terms, the name, address, and pricing of User.

"**User Guidelines**" means Autobooks' written merchant guidelines, policies, rules, regulations, and procedures attached as Attachment 1 to this Exhibit B, as may be updated from time to time by Autobooks with notice to User.

2. **Application.** Autobooks participates in programs affiliated with Visa, Mastercard, Discover, American Express, and other networks which enable Cardholders to purchase goods and services from merchants located in the United States. User wishes to use the Card Processing Service to allow Cardholders to purchase the goods and services set forth on the User Application through the use of Cards, including Tap to Pay Transactions. User's use of the Card Processing Services may be provided directly by Autobooks as a payment facilitator, in which case the terms of this Exhibit B will apply. User will execute all written agreements, authorizations, consents, and other documentation, including without limitation agreements with a TPSP or other processing providers or networks requested or required from time to time by Autobooks and its TPSPs in connection with provision of the Card Processing Services to User. User will complete all requested set-up documentation. User represents and warrants to Autobooks that all information provided to Autobooks or its TPSPs in connection with this Exhibit B, the approval process, the Card Processing Services, or otherwise provided regarding User is in all respects accurate, true, complete, and not misleading. If instructed by any governmental authority, or if deemed appropriate by Autobooks in connection with any audit, investigation, inquiry, or suspicious activity, Autobooks or its TPSPs may without notice to User limit access by User to any funds or proceeds.
3. **Card Brand Rules.** User acknowledges receipt and review of the Rules. User will fully comply with, and will ensure that its employees, contractors, agents, and third-party providers comply with, all applicable: (a) state, federal, and local laws and regulations; (b) Rules (including without limitation regarding use of Card Brand trademarks, Card acceptance, Card Transaction processing, and any Card

Brand program in which User participates); and (c) security standards (including without limitation VISA Cardholder Information Security Program, MasterCard Site Data Protection Program, standards promulgated by the PCI Security Standards Counsel, LLC ("PCI") such as PCI-DSS and PA-DSS, and other programs or requirements published or mandated by the Card Brands from time to time). User may accept Cards only in accordance with this Exhibit B, applicable law, and the Rules. User is responsible for its employees, contractors, agents, and third-party providers' compliance with this Exhibit B, applicable laws, and the Rules.

4. **TPSP.** For the purposes of this Exhibit B, the TPSP applicable to the Tap to Pay Transactions is Fiserv, Inc., having its principal office at 255 Fiserv Dr, Brookfield, WI 53045, and the TPSP for any other Card Transactions is Vantiv, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249, so any other such TPSP as Autobooks may subsequently designate in its sole discretion. Each TPSP is sponsored by Bank to enable Autobooks to participate in programs affiliated with the Card Brands in connection with the Card Processing Services. Notwithstanding anything to the contrary contained in this Exhibit B, the TPSP, Bank, or a Card Brand may terminate, limit the terms of, or enforce this Exhibit B and/or the Card Processing Services at any time.
5. **User Information.** User represents and warrants that all information provided to Autobooks on the User Application or otherwise in connection with this Exhibit B is complete, accurate, and not misleading. User further represents and warrants that it is not engaged in any illicit or illegal activity. User will promptly update Autobooks as to any changes or planned changes to its business, or any information that would cause any information previously provided to Autobooks to be incomplete, inaccurate, or misleading. User will also promptly provide additional information if requested by Autobooks.
6. **Card Acceptance.** User shall follow the procedures set forth in the Rules with respect to Card acceptance. User shall submit only Card Transactions between User and a bona fide Cardholder, and will not submit any Card Transaction that User knows or should know is fraudulent or made for a fraudulent purpose, made for any purpose related to any illegal or prohibited activity (including but not limited to money laundering or financing of terrorist activities), or not authorized by the Cardholder. User will only process Card Transactions for the services and goods indicated in this Exhibit B or on the User Application and sold directly by User, in accordance with the Rules. All Card Transactions shall be submitted and processed in accordance with applicable law and Rules. Without limiting the foregoing, User will abide by the User Guidelines attached as Attachment 1.
7. **Card Transaction Processing.** User shall deliver all Card Transaction records electronically to Autobooks within the time frame required under the Rules, and shall retain such records for the period required by the Rules and applicable law. The preparation and delivery by User of Card Transactions shall constitute an endorsement and representation to Autobooks that each Card Transaction and all associated information submitted in connection therewith, is accurate, complete, and not misleading, and User authorizes Autobooks to place User's endorsement on such Card Transaction. Autobooks reserves the right to refuse any Card Transaction that it reasonably suspects may be fraudulent or unauthorized, that may lead to chargebacks, or that may involve theft or unauthorized disclosure of Cardholder data. User is solely responsible for all Card Transactions submitted in connection with this Exhibit B, including but not limited to all acts, omissions, Cardholder disputes, and other Cardholder customer service-related issues. Autobooks is not responsible for any action or inaction taken by the financial institutions that issue Cards to Cardholders. Card Transactions will be settled through Bank or a third-party provider after Autobooks receives payment for such Card Transactions. Autobooks may, at any time and without prior written notice, suspend or cease providing any Card Processing Services if: (a) Autobooks reasonably suspects that User may be violating any applicable law, regulation, governmental or court order, or Rule, or that User's use of the Card Processing Services (or the Card Processing Services themselves) may violate any of the foregoing; (b) User use of the Card Processing Services creates an undue financial, security, regulatory or other risk to Autobooks, the TPSP, Bank, or any Card Brands; or (c) such Card Processing Services are in connection with a Card Transaction that is high risk, outside of Autobooks' underwriting criteria, or likely to result in a chargeback.
8. **Exception Items.** Autobooks may, with notice to User in accordance with Autobooks' standard operating procedures, charge the Account for any returns, chargebacks, compliance cases, or if otherwise instructed by a Card Brand (for example, for illegal or prohibited Card Transactions), or if Autobooks does not receive payment for the Card Transaction. User will cooperate with Autobooks in the defense of chargebacks, compliance cases, and similar actions, and will promptly respond to Autobooks' requests for information and instructions relating to such cases. When Autobooks has determined it has all necessary information and instructions, User authorizes Autobooks to resolve chargebacks and respond to retrieval requests and other inquiries on behalf of User. Autobooks makes no representation or warranty that any chargeback will be resolved in User's favor. User understands that it, not Autobooks, is solely responsible for resolving any Cardholder issues or disputes, and Autobooks will not engage in any collection efforts on User's behalf.
9. **Fees.** User will pay the fees set forth in the fee schedule provided by Autobooks with respect to the Card Processing Services. In addition, User shall reimburse Autobooks for all expenses (including without limitation attorneys' fees and amounts attributable to time spent by Autobooks staff) that Autobooks incurs responding to legal process from third parties or Card Brands related to claims against or investigations of User. Autobooks may change or add fees or charges, upon written notice to User, as a result of or to pass through changes or increases in fees imposed by the Card Brands, the TPSP, or TPSPs, including without limitation with respect to interchange dues or assessments, fines, penalties, or loss allocations imposed by the Card Brands in connection with this Exhibit B or any User Card Transactions. Autobooks may set off any amounts due to Autobooks from amounts owed to User, including but not limited to chargebacks, refunds, or other amounts owed to User. All fees listed are exclusive of tax, and if any sales, use, excise or other taxes (other than Autobooks' income taxes) are payable in connection with or attributable to the Card Processing Services or the merchant

program, such taxes are the sole responsibility of User. Autobooks shall not have any obligation to pay such taxes, but if Autobooks elects to pay them on behalf of User, User shall immediately reimburse Autobooks or Autobooks may, at its sole option, charge User's Account. Without limiting the foregoing, to the extent that Autobooks is required under applicable law to collect and/or remit any such taxes (e.g., sales taxes), then User will pay all such taxes directly to Autobooks so that Autobooks may remit such taxes as appropriate.

10. Assessments. Notwithstanding any other provision of this Exhibit B, User shall be responsible for all amounts, assessments, and fee changes imposed or assessed by the Card Brands or other third parties to User, Autobooks, and/or Bank in connection with this Exhibit B or any Card Transactions, including without limitation fees, fines, assessments, penalties, loss allocations, etc. Any changes or increases in such amounts shall automatically become effective upon notice to User in accordance with Autobooks' standard operating procedure and shall be immediately payable by User when assessed by Autobooks. In the event of any circumstance or event for which Autobooks, for whatever reason, advances settlement or any amounts and/or delays the assessment of any fees, Autobooks reserves the right to assess to User, and User shall pay to Autobooks, a cost of funds associated with such circumstance or event (which Autobooks may at its option assess as a transaction surcharge), the amount of which shall be determined by Autobooks in its reasonable discretion, and which may be changed by Autobooks from time to time, and such cost of funds shall be effective as of the start of the circumstance or event giving rise to the assessment, and shall be immediately payable by User when assessed by Autobooks.
11. Trademarks. User will display the Card Brands' credit card logos and other intellectual property marks of the Cards accepted in accordance with the Rules. User recognizes and agrees that each Card Brand is the sole owner of its respective marks and User agrees not to contest the ownership of any marks. User's use of a Card Brand mark in advertising, acceptance decals, or signs must be in accordance with the Rules and will terminate effective with the termination of this Exhibit B or immediately upon notification by any Card Brand or Autobooks to discontinue such use. User will not use the marks in a way which suggest User or its products or services are endorsed by a Card Brand or in a way which would injure or create a risk of injury to any Card Brand or its reputation or intellectual property rights. Autobooks may require changes to User's website or systems that it deems necessary or appropriate to require User to remain compliance with the Rules governing the use of the Card Brands' marks.
12. Termination.
 - (a) Termination. Upon the occurrence of an Event of Default, Autobooks, the TPSP, or Bank may terminate this Exhibit B by giving User written notice thereof. Termination of this Exhibit B for any reason shall not relieve User from any liability or obligation to Autobooks or Bank existing as of the date of termination. User shall reimburse Autobooks for any damage, loss or expense incurred by Autobooks as a result of a breach by User, including without limitation any damages set forth in any addendum, schedule, or exhibit hereto; any fees, fines, or assessments levied by any third party; and all past due, unpaid and/or future invoices for services rendered by Autobooks in connection with this Exhibit B. In addition to, and not in limitation of the foregoing, Autobooks may refuse to provide the Card Processing Services in the event it has not been paid for the Card Processing Services as provided in this Exhibit B. Autobooks also reserves the right to immediately terminate this Exhibit B and/or hold funds of User upon the belief that User has committed any fraudulent or illegal activity or other activities prohibited under the Rules or this Exhibit B, or if User is outside the credit policy approved by Autobooks. Autobooks may immediately terminate this Exhibit B or suspend or cease providing any Service if required to do so by Bank or the TPSP or any Card Brand, governmental entity, or court. User may terminate this Exhibit B with thirty (30) days' written notice if Autobooks has materially breached this Exhibit B and has not cured such breach within thirty (30) days of receiving notice of such breach from User.
 - (b) Event of Default. For the purposes of this Exhibit B, "Event of Default" shall mean any of the following events: (a) User becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, a receiver is appointed for User, or User makes an assignment for the benefit of creditors, or admits its inability to pay its debts as they become due; (b) User fails to pay or reimburse the fees, expenses or charges referenced herein when they become due; (c) User violates the Rules, the User Guidelines or applicable law; (d) User is subject to any adverse legal or regulatory actions by governmental or non-governmental entities; (e) User fails to remediate and resolve risks identified by Autobooks; (f) Autobooks reasonably believes that there has been a material deterioration in User's financial condition; (g) User is no longer in good standing with any Card Brand, a Card Brand prohibits Autobooks from providing the Card Processing Services under this Exhibit B, a Card Brand instructs Autobooks to cease allowing User to use the Card Processing Services, Bank or the TPSP instructs Autobooks to cease allowing User to use the Card Processing Services, or Autobooks' agreement with Bank or the TPSP is terminated; (h) User ceases to do business as a going concern; (i) User ceases to be in compliance with Autobooks' underwriting guidelines for any reason, including without limitation due to any change in User's business or operations or any change to Autobooks' underwriting guidelines; or (j) User is otherwise in default of this Exhibit B whether by reason of its own action or inaction or that of another, and fails to cure such default within thirty (30) days of Autobooks' notice thereof.
13. Payment. User shall maintain a depository bank account ("Account") at TD Bank with sufficient cleared funds to meet its obligations under this Exhibit B. User authorizes Autobooks to debit and/or credit the Account to settle any and all fees and other amounts due Autobooks under this Exhibit B via Automated Clearing House (ACH) credits and debits, as appropriate, and such authority shall remain in effect during and after the term of this Exhibit B for as long as User has any outstanding payment obligations to Autobooks. User shall give Autobooks at least thirty (30) days' prior written notice of any changes to the Account or any move to another financial

institution. Autobooks shall use reasonable commercial efforts to effect such Account change; however, such change will not be effective until the date on which Autobooks actually makes such Account change on Autobooks' system, and Autobooks will not be liable for amounts directed to the original Account prior to implementation of the change. All amounts due Autobooks under this Exhibit B shall be paid without set-off or deduction, and shall be due from User as of the date Autobooks originates an ACH debit transaction record to User's Account or the date specified on any invoice provided to User. Any fees not collected from User when due shall bear interest at the lower of one percent (1%) or the highest rate permitted by law. Autobooks and Bank are authorized by User to charge the amount of daily chargebacks and fees against each day's sales Card Transactions or by making an ACH debit against the Account. All amounts to be provided to User as settlement proceeds for processed Card Transactions are provisional and may be reversed or charged back at any time in accordance with the Rules, and shall not be considered final until such amounts are no longer subject to any actual or potential chargeback, claim, or dispute. Prior to settlement and transfer to User, all such amounts shall be the sole property of Autobooks. Accordingly, Autobooks may commingle such funds with settlement funds due to third parties, and User will have no claim or right to any bank account of Autobooks, even if it contains such commingled funds. User will return all provisional amounts to Autobooks immediately upon demand. Autobooks may establish hold times, at its sole discretion, with respect to the settlement of proceeds from processed Card Transactions. For example, such hold times may be up to the period during which a Card Transaction may be charged back or otherwise reversed or contested under the Rules.

14. Reserve Accounts. Autobooks reserves the right, at its option, to establish a reserve of funds satisfactory to Autobooks to cover anticipated fees, chargebacks, returns, any other applicable assessments and any other actual or anticipated liabilities incurred or in good faith anticipated to be incurred by Autobooks or Bank on behalf of User, if Autobooks determines such action is reasonably necessary to protect its (or Bank's or its TPSP's) interests or upon reasonable belief that User will not be able to satisfy its obligations under this Exhibit B. Autobooks may, at its option: (a) require User to fund the reserve account; (b) debit User's primary Account to establish or maintain funds in the reserve account; and/or (c) deposit into the reserve account amounts otherwise payable to User under this B. All funds held in the reserve account shall be the sole and exclusive property of Autobooks, and Autobooks shall have sole control of such funds. The funds will be maintained in an account owned by Autobooks at Bank or another depository institution designated by Autobooks in its sole discretion. Autobooks may at any time require that the amount on deposit in the reserve account be increased. User must maintain at all times a balance in the reserve account sufficient to protect Autobooks and Bank against losses resulting from transactions initiated by User. Autobooks and Bank may, without notice to User, withdraw from and apply deposits in the reserve account against any outstanding amounts User owes to Autobooks or Bank, whether under this Exhibit B or any other agreement, and Autobooks and Bank may exercise against the reserve account any rights they may with respect to any other amounts owed, including without limitation rights of set-off and recoupment. All reserve funds not withdrawn by Autobooks or Bank in accordance with this Exhibit B shall remain in such account, including after termination of this Exhibit B, until User has paid in full all amounts owing or that could ever be owed under this Exhibit B, including, without limitation, all outstanding/uncollected amounts and potential chargebacks, in Autobooks' sole discretion. In no event shall User be entitled to a return of any sums remaining in the reserve account before two hundred seventy (270) days following the effective date of termination of this Exhibit B. Alternatively to, or in addition to, a reserve account, Autobooks reserves the rights to require User to establish an irrevocable standby letter of credit, including additional and/or replacement letters of credit if required by Autobooks, with a beneficiary designated by Autobooks, and which are issued from a financial institution acceptable to Autobooks (other than Bank or any of its affiliates), in a format, with an expiration date, and in an amount acceptable to Autobooks in its sole discretion.
15. Overdraft. In the event that User's sales Card Transactions after chargebacks, refunds, fees, and settlement payments for any given fiscal day are less than zero (\$0), User will be responsible for overdraft fees as set forth on the attached fee schedules or User Application. Autobooks and Bank may reject any Card Transaction, refund, or chargeback that will cause an overdraft. In addition, Autobooks reserves the right to: (a) require User to make a wire transfer to Autobooks within one (1) business day of notice; (b) collect under any guaranty; (c) make set offs against obligations owed User; and/or (d) take any other action authorized by law. Autobooks and Bank are not obligated to process refunds or chargebacks that will or may cause an overdraft, in their sole determination.
16. High-Volume Users. In the event User processes more than \$1,000,000 in Visa Card Transactions or \$1,000,000 in Mastercard Card Transactions (or such other threshold amount provided in the Rules or applicable to other Card Brands) in any twelve (12)-month period, the supplemental terms for high-volume merchants set forth on Attachment 2 to this Exhibit B will automatically apply, in addition to (and not in place of) the terms of this Exhibit B. User understands that under these supplemental terms, User will have certain obligations directly to and enforceable by the TPSP, which will be in addition to (and not in place of) User's obligations to Autobooks under this Exhibit B.
17. Indemnification.
 - (a) By Autobooks. Subject to the other limitations, terms and conditions of this Exhibit B, Autobooks shall indemnify, defend, and hold harmless User, and its directors, officers, employees, affiliates, and agents from and against all third party proceedings, claims, losses, damages, demands, liabilities, and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by User, its directors, officers, employees, affiliates, and agents to the extent resulting from or arising out of Autobooks' willful misconduct.

- (b) By User. To the extent permitted by law, User shall indemnify, defend, and hold harmless Autobooks, and its directors, officers, employees, affiliates, and agents from and against all proceedings, claims, losses, damages, demands, liabilities, and expenses whatsoever, including all reasonable legal and accounting fees and expenses and all reasonable collection costs, incurred by Autobooks, the TPSP, or Bank and their directors, officers, employees, affiliates, and agents resulting from or arising out of the Card Processing Services in this Exhibit B, User's processing activities, the business of User or its customers, any sales Card Transaction acquired by Autobooks, the TPSP, or Bank, User's negligence, willful misconduct, breach of this Exhibit B or any noncompliance with any law, the Rules, or any other rules or regulations promulgated by or in conjunction with the Card Brands by User or its agents or vendors, any issue, problems, or disputes between User and any customer, any Security Breach, any infiltration, hack, breach, or violation of the processing system of User or its third-party providers, or by reason of any breach or nonperformance of any provision of this Exhibit B on the part of the User, or its employees, agents, service providers, or customers.
18. Reports. Autobooks will provide User with printed or electronic reports (including through Autobooks' online portal) of User's Card Transaction and settlement activity. User shall timely review all reports, notices, and invoices made available to User, and if User disputes any such reports, notices, or invoices, User must provide written notice of such dispute, with sufficient detail to allow Autobooks to investigate the matter, within thirty (30) days from the date the report, notice, or invoice is made available to User. Failure to deliver such notice to Autobooks within such time period shall constitute User's acceptance of the report, notice, or invoice and a waiver of any further claims or disputes regarding same.
19. Limit of Liability. EXCEPT AS SET FORTH IN THIS EXHIBIT B, AUTOBOOKS AND BANK DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. USER ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH THE ACCEPTANCE OF CARDS AND USER ASSUMES ALL SUCH RISKS. Without limiting the foregoing, Autobooks and Bank shall not be liable for lost profits, lost business or any incidental, special, consequential or punitive damages suffered by User or any third party, whether or not foreseeable. In no event shall Autobooks or Bank be liable for any damages or losses that are wholly or partially caused by User or its employees, agents, or vendors. Autobooks and Bank's liability related to or arising out of this Exhibit B shall in no event exceed an amount equal to the lesser of (a) actual monetary damages incurred by User or (b) fees paid to and retained by Autobooks for the particular Card Processing Services in question for the three (3) calendar months immediately preceding the date on which liability first accrued. Autobooks shall not be deemed to be in default or liable for any delay or loss in the performance, failure to perform, or interruption of Card Processing Services resulting directly or indirectly from any event beyond its reasonable control, including without limitation: fire, weather or other casualty, power outages, funding delays, labor disputes, errors in data provided by or attributable to User or others, or governmental orders or regulations. No cause of action, regardless of form, shall be brought by either party more than one (1) year after the cause of action arose, other than for nonpayment of amounts due to Autobooks. This section shall survive termination of this Exhibit B.
20. User Information. Notwithstanding any other provision of this Exhibit B or any other agreement between Autobooks and User, Autobooks may use, disclose, share, and retain any information provided by User or relevant to the Card Processing Services, during the term and thereafter: (i) with or to Bank, TPSPs, and the Card Brands; (ii) in response to subpoenas, warrants, court orders, or other legal processes; (iii) in response to requests from law enforcement agencies or government entities; (iv) to comply with applicable laws or regulations; (v) with Autobooks' affiliates, partners, and agents, (vi) to perform analytic services for User, Autobooks, or others, including but not limited to analyzing, tracking, and comparing Card Transaction and other data to develop and provide insights for such parties as well as for developing, marketing, maintaining, or improving Autobooks' products and services; or (vii) in the performance or provision of the Card Processing Services or otherwise to perform Autobooks' obligations under this Exhibit B.
21. Insurance. During the term of this Exhibit B, User shall maintain reasonable insurance coverage (based on User's size and operations), including but not limited to a commercial general liability insurance policy, an error and omissions policy, and a data/computer security and privacy policy. Such insurance coverage must cover User's activities, obligations, and potential liability (including but not limited to the activities and obligations of its affiliates, agents, and service providers). User will provide Autobooks with copies of such policies upon Autobooks' request. User shall be responsible for all claims, expenses and loss payments, including but not limited to the cost of procuring such insurance policies and any deductibles. Autobooks and Bank (and their designees, parents and affiliates) will be named as additional insureds under commercial general liability and error and omissions policies and loss payees under crime policies. Policies will be subject to the terms and conditions and exclusions that are usual and customary for such insurance types, will be primary over insurance of Autobooks and Bank, and will contain a waiver of subrogation against all parties' names as additional insureds. Policies will not limit claims by one insured versus another.
22. Audits. Upon reasonable notice to User, User shall allow Autobooks or auditors of Autobooks, the TPSP, Bank, or any Card Brand to review files held and the procedures followed by User. If an audit is not required by the Rules or applicable law or is not requested by a Card Brand, the TPSP, Bank, or a regulatory agency, such audit will be at Autobooks' sole expense; otherwise the audit shall be at User's expense. User will reasonably assist such auditors as may be necessary for them to complete their audit. In the event that Autobooks' risk monitoring of User indicates a risk of loss or regulatory concern to Autobooks and/or Bank or if Autobooks is required to do so by Bank or a Card Brand, User shall promptly perform any or all of the following actions, as requested by Autobooks: (i) provide any documentation Autobooks requires to verify User's business operations; (ii) modify its business practices; and/or (iii) take

any risk mitigation steps necessary as identified by Autobooks.

23. **Data Security.** User will be solely responsible for the security, quality, accuracy, and adequacy of all Card Transactions and information supplied hereunder. Accordingly, User will maintain adequate audit controls to monitor the security, quality, maintenance, and delivery of such data, and secure systems for storing and processing information and for transmitting information to Autobooks. User will ensure that it at all times complies with all PCI standards and adopts security and procedures sufficient to prevent unauthorized access or disclosure of Autobooks' confidential information, Cardholder data, any credentials issued to User, or any personally identifiable information. User will comply and will ensure that User's service providers comply with PCI-DSS security standards, and will submit to Autobooks and/or Bank, annually or otherwise upon request, a certification of PCI compliance. User acknowledges that Autobooks and Bank are not responsible for the systems of any third party, including without limitation User's service providers or TPSPs, and that Autobooks and Bank shall not have any liability for the security or availability of communications connections used with the Card Processing Services.
24. **Security Breaches.** Without limiting any provisions regarding Security Breaches set forth in the Agreement, for the purposes of this Exhibit B a Security Breach shall include any alleged or actual compromise, unauthorized access, disclosure, theft, or unauthorized use of a Card or Cardholder information or User credentials, regardless of cause, including, without limitation, a breach of or intrusion into any system, or failure, malfunction, inadequacy, or error affecting any server, wherever located, or hardware or software of any system, through which User credentials or Card or Cardholder information resides, passes through, and/or could have been compromised. User shall notify Autobooks immediately if User becomes aware of or suspects a Security Breach (including at a User service provider). User will fully cooperate with Autobooks, Bank, and any Card Brand with respect to any investigation and/or additional requirements related to any actual or suspected Security Breach. User will preserve and provide to Autobooks or its designated agents or representatives copies of all records in connection with any Security Breach, and will fully cooperate with any forensic investigators or other third parties engaged in connection with the identification and remediation of such Security Breach. This section shall survive termination of this Exhibit B.
25. **Limited Acceptance.** User may elect to limit its acceptance to only certain types and/or brands of Cards. For example, User may elect to accept (or not accept) any or all of the following: Visa credit cards, Visa debit cards, Mastercard credit cards, and/or Mastercard debit cards. User may also elect to accept (or not accept) only consumer Cards, corporate Cards, fleet Cards, etc. User must clearly specify its election as to limited accepted options in writing on the User Application or in another form acceptable to Autobooks. User acknowledges that Autobooks has no obligation relating to limited acceptance other than as expressly provided under the Rules and applicable law, and that User-and not Autobooks-will be solely responsible for its limited acceptance implementation and to police Card types that it accepts and submits for processing at the point of sale. If User submits a Card Transaction for a Card type it has indicated it does not wish to accept, Autobooks may still process the Card Transaction and charge User any applicable fees, charges, and assessments associated with that Card Transaction.
26. **Security Interest.** This Exhibit B will constitute a security agreement under the Uniform Commercial Code. To the extent User has any interest in any assets or funds or other amounts associated with this Agreement, User grants to Autobooks a security interest in and lien upon the same, including without limitation: (a) settlement funds that are not yet in User's possession; (b) funds at any time in the Account or any reserve account, regardless of the source of such funds; (c) present and future sales drafts; (d) any amount which may be due to User under this Exhibit B, including but not limited to all rights to receive any payments or credits; (e) the proceeds thereof; and (f) all inventory, cash, receivables, intellectual property, and other assets held by User (collectively, the "**Secured Assets**"), to secure all of User's obligations under this Exhibit B and any other agreements now existing or later entered into between User, Autobooks, and/or Bank, including but not limited to its obligation to pay any amounts due and owing to Autobooks or Bank. With respect to any Secured Assets maintained by Bank, User authorizes Bank to comply with all demands made by Autobooks with respect to the Secured Assets without further consent or direction from User, and Bank will comply with the same. This security interest may be exercised by Autobooks without notice or demand of any kind by making an immediate withdrawal or freezing the Secured Assets. As such, Autobooks has control and a perfected security interest in the Secured Assets with Bank. Pursuant to Article 9 of the Uniform Commercial Code, as amended from time to time, Autobooks has control over and may direct the disposition of the Secured Assets, without further consent of User. User represents and warrants that no other person or entity has a security interest in the Secured Assets. With respect to such security interests and liens, Autobooks will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. Autobooks may file a UCC-1 financing statement or any other financing statement or document against the Secured Assets, and User agrees to execute such financing statements or other documents to evidence Autobooks' security interest. User will obtain from Autobooks written consent prior to granting a security interest of any kind in the Secured Assets to a third party. If a third party has an existing security interest in the Secured Assets, User agrees to obtain a waiver from such third party acknowledging Autobooks' prior preferred interest in a form satisfactory to Autobooks. User agrees that this is a contract of recoupment and Autobooks is not required to file a motion for relief from a bankruptcy action automatic stay to realize on any of the Secured Assets. Nevertheless, User agrees not to contest or object to any motion for relief from the automatic stay filed by Autobooks or Bank. User authorizes Autobooks and appoints Autobooks its attorney in fact to sign its name to any financing statement used for the perfection of any security interest or lien granted hereunder. In addition to the security interest in the Secured Assets, Autobooks shall have a contractual right of setoff and right of recoupment against the Secured Assets. If a bankruptcy proceeding is filed by or against User (whether the petition is filed voluntarily and/or involuntarily) under Title 11 of the U.S. Code ("**Bankruptcy Code**"), User waives any applicable protection related to the automatic stay provisions of Bankruptcy Code § 362 (or any replacement section) and consents

to an appropriate reserve of funds being established between the parties pursuant to this Exhibit B or by court order. In furtherance of the foregoing, User acknowledges that in order to provide adequate protection under Bankruptcy Code § 362 to Autobooks, User must create or maintain the reserve account as required by Autobooks, and Autobooks will have the right to offset against the reserve account for any and all obligations which User may owe to Autobooks, without regard to whether the obligations relate to sales drafts initiated or created before or after the filing of the bankruptcy petition.

27. **Modification.** Autobooks may amend certain terms of this Exhibit B upon written notice to User in accordance with Autobooks' standard operating procedures if such amendment is required by Bank, a Card Brand, or the TPSP, or in order to comply with updates to applicable law, Rules, or Card Brand requirements. In addition, Autobooks may modify this Exhibit B upon thirty (30) days' prior written notice to User (including electronically via email or online through one of Autobooks' standard communication channels), User's continued use of the Card Processing Services after such thirty (30) day period will constitute User's acceptance of and agreement to such modifications. Additionally, in the event of a conflict between Rules and this Agreement, the Rules shall control.
28. **Assignment.** This Exhibit B shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. Neither this Exhibit B nor any interest herein may directly or indirectly be transferred or assigned by User in whole or in part without the prior written consent of Autobooks, and User will remain liable for any amounts owed under this Exhibit B after an unauthorized transfer or assignment User (even if Autobooks continues to provide Card Processing Services to such transferee or assignee). Autobooks and Bank may jointly or individually exercise any rights or remedies provided to Autobooks or Bank hereunder. Autobooks and Bank reserve the right to allocate the duties and obligations assigned hereunder to Autobooks between themselves, as they deem appropriate in their sole discretion. Bank has certain obligations to User pursuant to the Rules, and in the event of any conflict between this Agreement and the Rules with respect to Bank's obligations, the Rules shall control. Autobooks is entering into this Exhibit B on behalf of and as an agent of Bank, and Bank may delegate certain or all of its rights and/or duties to its affiliate at any time, including without limitation the TPSP, without notice to User. Bank, the TPSP, the Card Brands, their respective successors and permitted transferees and assignees, and others to whom they have delegated rights or obligations under this Exhibit B shall be third-party beneficiaries under this Exhibit B and may directly enforce this Exhibit B against User. Without limiting the foregoing, the Card Brands have the right to enforce any Rule and to prohibit User from engaging in any conduct it deems could create a risk of injury to the Card Brand, including injury to reputation, or that could adversely affect the integrity of the interchange system or the Card Brand's confidential information, and User will not take any action that could interfere with or prevent a Card Brand's exercise of such right. Subject to this section, this Exhibit B is not for the benefit of, and may not be enforced by, any other third party.
29. **Survival.** In addition to User's payment obligations and liabilities, the provisions of this Exhibit B which are intended to survive its termination will remain in effect, including without limitation regarding: compliance with Rules and laws, User's representations and warranties, Autobooks' warranty disclaimers and limitations on liability, each party's confidentiality obligations, indemnification, audits, data security, and User's obligations to provide accurate information to Autobooks. Termination of this Exhibit B shall not affect any Card Transaction activity occurring on or prior to the date of termination of this Exhibit B, including with respect to any fees, fines, assessments, liabilities, charges, proceeds, or anything else which may result therefrom.
30. **American Express.** Capitalized terms in this Section are defined in the American Express Merchant Requirements. The following will only apply to User's participation in the American Express Program. These terms must be duly executed by an authorized representative who has authority to bind User. User must operate in a manner consistent with the American Express Brand and all Applicable Laws, and must comply with the following provisions:
 - (a) User must comply with the policies and rules set forth in the American Express Program Operating Regulations.
 - (b) User is prohibited from transferring financial liability by asking or requiring Card Members to waive their disputes rights.
 - (c) User shall only submit Transactions if located within the United States, but not Puerto Rico, the U.S. Virgin Islands, or any other U.S. territory or possession.
 - (d) User must provide the names of its actual and beneficial owner(s) in accordance with the Merchant Data requirements in Section 5.4 of the American Express Program Operating Regulations.
 - (e) User must comply with the Program Merchant Data Security Requirements and PCI DSS, each as described in Chapter 15, "Data Security" of the American Express Program Operating Regulations.
 - (f) User must report all instances of a Security Breach immediately to Autobooks, and in no case later than twenty four (24) hours after discovery of the incident.
 - (g) User must remove American Express Licensed Marks from its website and wherever else they are displayed upon termination of this Exhibit B or User's participation in the Program.

- (h) American Express may use the information obtained in the Merchant Application at the time of setup to screen and/or monitor User in connection with Card marketing and administrative purposes.
- (i) User acknowledges that it may be converted from the Program to a direct Card acceptance relationship with American Express if and when it becomes a High CV PSP. User expressly agrees that, upon conversion, (a) User will be bound by American Express then-current Card Acceptance Agreement; and (b) American Express will set pricing and other fees payable by User for Card acceptance.
31. Personal Guaranty. Unless User has obtained a written waiver signed by Autobooks, User's owners (shareholders, members, partners, or independent contractors, as the case may be, or in the case of ten or more such owners, User's President, CEO, or other highest ranking officer) (collectively "Guarantors") jointly, severally, and unconditionally guaranty to Autobooks the full and prompt payment of all amounts due to Autobooks from User, whether arising under this Exhibit B or otherwise ("Guaranteed Amount"), including but not limited to, all: processing fees; chargebacks; Card Brand fees, fines, penalties, or assessments; any governmental fees; fines; penalties; or assessments; or any amounts due to third parties as the result of a Security Breach. Autobooks shall have immediate recourse against the Guarantors for the full and immediate payment of any Guaranteed Amount, or any portion thereof, which has not been paid by Autobooks to User. This is a guaranty of payment and not of collection, and Autobooks may seek recourse or receive payment from Guarantors prior to: taking steps to collect Guaranteed Amounts from User; taking steps to enforce, accept, or perfect Autobooks' interest in any collateral (including but not limited to amounts in a reserve account); or in any other respect exercise any diligence in collecting or attempting to collect the amount by any means. Guarantor's liability shall be absolute and unconditional, and shall not be discharged for any reason other than the final and full payment to Autobooks of all Guaranteed Amounts. Guarantor's jointly and severally agree to pay all of Autobooks' costs incurred in enforcement of or collection under this guaranty, including without limitation reasonable attorney's fees and expenses. This guaranty is freely and voluntarily given, and Guarantors recognize that Autobooks would not enter into this Exhibit B without such guaranty. Guarantors understand and agree that this guaranty shall be subject to the exclusive choice of law and venue requirements as those set forth in the Agreement. Guarantors waive, to the fullest extent possible under law, the defense of *forum non conveniens*. Guarantors agree that notice may be provided to each Guarantor by personal delivery or sending such by nationally recognized overnight carrier, registered or certified mail, postage prepaid, to each Guarantor's address, which may be modified by Guarantor by sending written notice to Autobooks. If any portion of this guaranty is determined to be invalid, illegal, or unenforceable, such provision shall remain enforceable to the fullest extent permitted by law and the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. This personal guaranty will survive termination of this Exhibit B.

ATTACHMENT 1 TO EXHIBIT B

User Guidelines

These User Guidelines "User Guidelines" are provided to facilitate compliance with the Rules and other Card Brand requirements with respect to the Card Processing Services and User's acceptance of Cards. These User Guidelines are incorporated into and made part of Exhibit B of the Agreement. Capitalized terms used but not defined here will have the meanings ascribed to them in Exhibit B or the Agreement.

1. Card Acceptance Guidelines

- (a) Communication with Cardholders. User should ensure that the Cardholder is easily able to understand that it is responsible for the transaction, including delivery of the goods or provision of the services that are the subject of the transaction, and for customer service and dispute resolution, all in accordance with the terms applicable to the transaction. User will prominently and clearly disclose to the Cardholder at all points of the interaction that it is the merchant, and User should provide the Cardholder its location (physical address) so that the Cardholder can easily distinguish User from any other supplier of products or services. User's name and location, as disclosed to the Cardholder, must be the same as provided in authorization and clearing transaction messages. Except as expressly authorized by Autobooks or Bank, User may only accept Cards within the United States.
- (b) User Descriptor. When Cardholders receive their monthly statement from their respective Card issuers, each transaction entry will state the merchant name, in addition to other relevant information. Accordingly, to ensure that Cardholders recognize authorized transactions, it is important that User's name is clearly identifiable to the Cardholder. Therefore, on the User Application, User must list its preferred "doing business as" (DBA) name, in addition to the legal name of the User entity. The User DBA name may differ from the legal name (which can represent the corporate owner or parent company), and may differ from the owner's name which, for sole proprietorships, may reflect the business owner. On an ongoing basis, User shall promptly update Autobooks as to the current addresses of all its locations, its DBA names, and descriptions of its goods and services. To verify that User is using the DBA name that is most recognizable to Cardholders, User should ensure that the chosen DBA name is displayed on User's signage, telephone directory listings, and marketing material. Autobooks will determine how the merchant descriptor will be identified to the Cardholder and will consider User's requested input into such decision. In general, the Rules require that the descriptor field for each transaction include the name of both Autobooks and User. However, Autobooks may elect in its sole discretion to abbreviate its name, to allow for more characters to be used for User's name. To minimize chargebacks, Autobooks recommends including User's phone number in the descriptor field. The merchant descriptor will likely be formatted as follows.
- (c) Minimum and Maximum Transactions. User may set a minimum transaction amount to accept a Card if: (a) the minimum transaction amount does not differentiate between card issuers; (b) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and (c) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). User may set a maximum transaction amount to accept a Card if User is a: (i) department, agency or instrumentality of the U.S. government; (ii) corporation owned or controlled by the U.S. government; or (iii) merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.
- (d) Taxes. Any taxes that User is required to collect must be included in the total transaction amount. User should never collect taxes separately in cash. User is solely responsible for determining all such taxes, and Autobooks shall have no obligation to determine whether any taxes apply, or report, calculate, or remit any such taxes.

2. Prohibited Transactions

- (a) Prohibited Sales Transactions. Certain transactions are prohibited by the Card Brands. The processing of prohibited transactions may result in termination of the Card Processing Services, chargebacks, fines, and assessments from the Card Brands, and/or legal action against User, among other potential consequences. User must identify and prevent prohibited or unlawful transactions from occurring. This obligation includes training employees to accurately identify and prevent prohibited transactions. Prohibited transactions include any sales transaction:
- that adds any surcharge to the transaction, except to the extent authorized by the Rules and applicable law;
 - that adds any tax to the transaction, unless applicable law expressly allows for the User to impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately);
 - that represents the refinancing or transfer of an existing Cardholder obligation that is deemed to be uncollectible,

constitutes the refinancing of an existing debt, or arises from the dishonor of a Cardholder's personal check or from the acceptance of a Card at a terminal that dispenses scrip;

- that is not a valid transaction between the User and a bona fide Cardholder;
 - that User knows or should have known to be fraudulent or not authorized by the Cardholder, or that it knows or should have known to be authorized by a Cardholder colluding with the User for a fraudulent purpose;
 - submitted before the corresponding products are shipped or the services are performed, unless the User has obtained Cardholder consent for a recurring transaction;
 - where a valid authorization was required but not obtained;
 - where multiple authorizations for amounts less than the total sale amount have been obtained;
 - which results in a disbursement of cash or cash equivalent to a Cardholder;
 - that establishes a maximum dollar sale transaction amount, except to the extent authorized by the Rules; or
 - that involves counterfeit goods or any goods or services that infringe on any patent, trademark, copyright, or any other intellectual property right of any person.
- (b) No Laundering Transactions. User may only submit transactions which result from the bona fide sale of goods and services from User to a Cardholder from its place of business set forth on the User Application. Submitting transactions or processing activity for a different business is strictly prohibited, and may violate state or federal law. Laundering schemes, in which a User is paid or otherwise used to submit or process transactions for a different person or company often result in substantial chargebacks and liability for User and are strictly prohibited
- (c) Returns. To process a return, User should request the Card used in the original transaction and verify that the number on the Card presented is identical to the account number on the transaction record. If the Cardholder does not have the Card used in the original transaction, User should use the name, Card number, and Card expiration date on the transaction record for the refund. Credits should be entered and submitted in accordance with the operating manual for User's point of sale device. Autobooks will have no obligation to process any credits not properly received.
- (d) Returns Policies. Any conditions or requirements associated with the return of merchandise to User or the issuance of refunds by User must be clearly disclosed at the time of purchase and set forth on the order form or transaction receipt using the required disclosure language set forth in the Rules. User may not adopt return or refund policies which discriminate against any Card Brand or payment type, unless otherwise permitted by the Rules. User must honor its return and refund policy presented to Cardholders in accordance with the Rules.
- (e) Prohibited Returns. User may not submit any return, refund, or other credit to Autobooks for processing which does not correspond to the return of one or more items from a bona fide sales transaction between User and a Cardholder. User should track inventory and its customers and employees to prevent the "return" of items not purchased. All returns, refunds and credits issued by User shall be in the same form as the payment received for the underlying sale. For example, if a purchase was made using a particular Card, the return must be made by crediting the same Card. Except to the extent the Rules provide otherwise, User will not issue cash refunds for purchases made with a Card or issue cash in exchange for Card transactions. User will not submit a credit transaction in exchange for cash, a check, or any other payment instrument. User will not submit any transaction for the purposes of obtaining or providing a cash advance or deposit of funds into its Account. In addition, User may not submit any refund or other credit transaction to Autobooks:
- that does not correlate to an original sales transaction from the Cardholder;
 - that exceeds the amount shown as the total on the original sale transaction, unless the excess represents the exact amount required to reimburse the Cardholder for postage paid by the Cardholder to return merchandise in accordance with a policy applied consistently by the User to all its customers;

- for returned products that were acquired in a cash purchase from the User;
- that would cause an overdraft; or
- more than three (3) business days following either a regulatory requirement granting a Cardholder's right to a refund, or a non-disputed Cardholder request.

(f) Other Prohibited Activities. In addition to the above, the following actions are prohibited by the Card Brands. User may not:

- use any Cardholder data or other transaction data for any purpose not authorized by Autobooks or the Card Brands;
- disclose any Cardholder data or other transaction data to any person or entity except for necessary disclosures to affected Cardholders, and through Autobooks to affected Card Brand entities;
- provide to Autobooks any inaccurate, incomplete, or misleading information;
- fail to provide Autobooks with timely notification of events that have caused or could cause material changes in the User's ability to fulfill its obligations hereunder, including but not limited to adverse changes in User's financial health, adverse changes in User's business conditions or environment, actions by governmental or non-governmental agencies;
- transfer financial liability to any Cardholder by asking or requiring Cardholders to waive their dispute rights;
- submit, process, or deposit transactions on behalf of another person or entity;
- submit transactions for locations outside the United States;
- engage in any service or activity that is deceptive, unfair, predatory, or prohibited by one or more Card Brands, or that represents a violation of any applicable law, statute, or regulation;
- engage in any activity that may result in undue economic hardship or damage to the goodwill or reputation of Autobooks, the TPSP, Bank, or any Card Brand;
- submit any transaction related to any illegal or prohibited activity, including but not limited to money laundering or financing of terrorist activities;
- require a Cardholder to mail any postcard or similar device that includes the Cardholder's account number, Card expiration date, signature, or any other Card account data in plain view when mailed;
- request the Card Verification Value 2 (CVV2) data on any paper order form; or
- have excessive chargebacks as defined by the Rules.

(g) Prohibited Products and Card Processing Services. Certain classes of products and services are prohibited by Autobooks, the TPSP, or applicable Law or Rules. User may not in any circumstances sell any prohibited or unlawful product or service. Such prohibited products and services include but are not limited to any products that would require User to register with the Card Brands as a "high-risk merchant." Such prohibited products and services include, but are not limited to, the following, as may be amended from time to time:

- Any product, service or activity that is deceptive, unfair, predatory or prohibited by one or more Card Brands
- Any merchant selling goods or services that represent a violation of any law, statute or regulation

- Any merchant operating outside the United States
- Any merchant submitting sales for payment that resulted from another commercial entity providing goods or services to the cardholder, including those businesses that may otherwise qualify themselves as a payment service company or payment facilitator
- Any merchant selling products that infringe on the intellectual property rights of others, including counterfeit goods or any product or service that infringes on the copyright, trademark or trade secrets of any third party
- Any merchants accepting a card as payment for a dishonored check or for an item deemed uncollectible by another merchant
- Loan payments conducted on a Visa branded credit card
- Adult entertainment and/or adult content websites including Electronic Commerce adult content (Videotext) merchants that would include MCCs 5967,7273 and 7841
- Buyer Clubs/Membership Clubs
- Direct Marketing; Continuity or Subscription services or merchants including MCC 5968 and 5969
- Direct Marketing-Travel Related Arrangement Card Processing Services including MCC 5962
- Direct Marketing-Inbound Telemarketing including videotext services and MCC 5967
- Gambling Activities and Establishments Including MCC 7995, including lotteries, internet gaming, daily fantasy sports, contests, sweepstakes, "special incentives" or offering of prizes as an inducement to purchase goods or services
- Infomercial merchants
- Internet Pharmacies
- Multi-Level Marketing Businesses
- Outbound Telemarketers and Telecom merchants including MCCs 4814.4816, and 5966
- Payment Facilitators
- Rebate-Based Businesses
- Up-Selling merchants
- Any merchant that accepts a card at a scrip-dispensing terminal
- Airlines including Charter Airlines
- Bestiality

- Bidding Fee Auctions including Penny Auctions
- Brand or Reputational damaging, potential or otherwise, activities including Bestiality, Child Pornography, Escort Card Processing Services, Mail Order Brides, Occult
- Collection Agencies
- Commodity Trading or Security Trading
- Credit Counseling Or Credit Repair Card Processing Services
- Credit Protection or Identity Theft Protection Card Processing Services
- Cruise Lines
- Currency Exchanges or Dealers
- Debt Elimination, Debt Reduction or Debt Consulting Card Processing Services
- Digital Wallet or Prepaid Companies
- Discount Buying Memberships/Clubs
- Discount Medical or Dental plans including Discount Insurances
- Discount Coupon merchants or Online Sites
- Distressed Property Sales and/or Marketing
- Drug Paraphernalias
- e-Cigarettes
- Firearms and weapons including Ammunition
- High interest rate non-bank consumer lending including, but not limited to, payday lending and title loans
- Investment or "get rich quick" merchants, businesses or programs
- Marijuana dispensaries and related products or services
- Money Transfer, Wire Transfers, Money Orders, Transmitters, and Check Cashing including merchants required to be registered as Money
- Service Business

- "Negative option" marketing, renewal, or continuity subscription practices; marketing activities involving low-dollar trails, "pay only for shipping," and/or "free trial" periods after which a credit card is periodically and/or a significantly larger amount
- Pawn Shops
- Prepaid Phone Cards
- Prepaid Phone Card Processing Services
- Pseudo Pharmaceuticals
- Quasi Cash or Stored Value
- Real Estate Flipping
- Sale of Mobile Minutes
- Selling or Sales of Social Media Activity
- Sports Forecasting or Odds Making
- Substances designed to mimic Illegal drugs
- Timeshares including resale's and related marketing
- Transacting Virtual Currency or credits that can be monetized, re-sold or converted to physical or digital goods or services or otherwise exit the virtual world
- Tribal Entities

(h) Products and Card Processing Services Requiring Pre-Approval. Certain products and services require pre-approval before User is permitted to submit transactions, including but not limited to the following:

- Age Restricted Products or Card Processing Services
- Any merchant where the anticipated % of International Card Sales is expected to be greater than 20% of total sales
- Bail Bond Card Processing Services or Bankruptcy Lawyers
- Career Placement or Advice Center Users
- Crowd Sourced Fundraising, as defined by the TPSP from time to time, except however Crowd Sourced Fundraising shall not be allowed for the purchase of stock or equity, a promise is made to deliver a good or service in the future, or there is no consideration in return for the payment or donation
- Dating Card Processing Services

- Delayed Delivery Users where the good or service the merchant is providing the cardholder is not shipped, delivered or fulfilled when the card transaction is processed but is to occur at a future date
- Online Personal Computer Technical Support
- Personal Enhancement Products and/or Nutraceuticals
- Psychic Card Processing Services
- Shipping or Forwarding Brokers
- Travel Agencies or Tour Operators

3. Data Security

- (a) Security Measures. User is solely responsible for adopting policies, procedures, tools, software, and practices necessary to prevent the unauthorized access or use of personally identifiable information and other confidential information relating to a Cardholder or any other individual, or their payment method, including but not limited to the person's name, address, phone number, email address, Card number, Card expiration date, bank account number, driver's license number, social security number, or transaction history ("Personal Information").
- (b) Program Requirements. User agrees to adhere to the data security requirements of the Card Brands, including but not limited to Visa's Cardholder Information Security Program (detailed in the Visa Rules), MasterCard's Site Data Protection Program (detailed in the MasterCard Rules), and American Express's Data Security Operating Policy, Data Security Requirements, and Information Protection Contract Requirements (each as detailed in the American Express Rules). User shall fully comply with all PCI requirements (including but not limited to PCI-DSS and PA-DSS). User shall ensure that all User service providers and all software and equipment used by User and its employees, agents, and service providers fully comply with the Rules and all PCI requirements.
- (c) User Service Providers and Contractors. User is responsible to ensure that its service providers complete any steps or certifications required by any Card Brand (e.g., registrations, PA-DSS, PCI, audits, etc.). User shall ensure that its service providers cooperate with Autobooks in completing any such steps or certifications (if applicable), and in performing any necessary due diligence on such User service providers. All User service providers must be approved by Autobooks in writing. User will be responsible for the conduct of its service providers and for any failure of User or its service providers to comply with the PCI requirements (including without limitation against any fees, fines, penalties, or assessments levied by any Card Brand).
- (d) Personal Information. User may not disclose, sell, purchase, provide, or exchange any Personal Information to any third party other than to Autobooks, the TPSP, Bank, or a Card Brand, in response to a valid government demand, for the purpose of completing a transaction, or as specifically permitted by the Rules. If a service provider engaged by User has been approved by Autobooks to access Personal Information, User must ensure that User contractually retains legal control of all Personal Information and all other confidential and payment information and that such third party complies with all PCI requirements (including registration with the Card Brands and the installation and maintenance of such third party's software or hardware by an appropriately registered and licensed personnel).
- (e) Security Procedures. User should not list a Cardholder's phone number, driver's license number, or any other confidential information on the transaction receipt, except to the extent required by the Rules. To the extent collection of Personal Information is permitted, it must be protected by User from unauthorized access or use. All documents containing Personal Information or other sensitive or confidential information must be securely disposed of. This includes, but is not limited to, industrial grade shredding of all tangible documents containing such Personal Information or confidential information and such other methods to ensure the information is unreadable prior to discarding such information. User will ensure that the account number or other Personal Information or confidential information is not transmitted to the Cardholder over the internet or on the transaction receipt, except to the extent required by Exhibit B or the Rules. User and its service providers and agents shall not retain or store any sensitive authentication data (including without limitation any portion of the magnetic stripe data, CVC2/CVV2/CID data, or PIN/PIN Block data) subsequent to the authorization of a sales transaction, nor any other data prohibited by the Rules. User shall take all available steps and precautions to prevent fraud, theft, or misappropriation of Personal Information or Cardholder data, including but not limited to fully complying with all PCI requirements. User is responsible for, and shall control, the conduct of its employees, contractors, suppliers, and representatives.

ATTACHMENT 2 TO EXHIBIT B

Supplemental Terms for High-Volume Merchants

These Supplemental Terms for High-Volume Merchants ("Supplemental Terms") are between Vantiv, LLC having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Bank (collectively, "Acquirer"), and the merchant bound to these Supplemental Terms ("Merchant") in connection with the agreement between Merchant and Autobooks, Inc. ("Autobooks"). Acquirer will provide Merchant with certain payment processing services ("Card Processing Services") in accordance with these Supplemental Terms. In consideration of Merchants receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), Visa, Inc. ("Visa"), Discover Financial Services, Inc. ("Discover"), and certain similar entities (collectively, "Card Brands"), Merchant is required to comply with the Rules (defined below) as they pertain to applicable credit and debit card payments. In addition, if more than \$1,000,000 in Visa transactions and/or \$1,000,000 in MasterCard transactions (or such other amounts required by the Rules) is processed through Merchant in any twelve (12)-month period, Merchant is required to enter into a direct relationship with an entity that is a member of the Card Brands, such as Acquirer. Accordingly, in the event Merchant meets such benchmark, these Supplemental Terms will apply and Merchant will thereby enter into a direct relationship with Acquirer. Acquirer understands that Merchant has already contracted with Autobooks pursuant to a Merchant Agreement to obtain certain processing services and that Autobooks may have agreed to be responsible to Merchant for all or part of Merchants obligations contained herein. Merchant understands and agrees that these Supplemental Terms reflect Merchants additional, direct obligations to Acquirer and will not affect any obligations of Merchant to Autobooks pursuant to the Merchant Agreement between Merchant and Autobooks.

1. Certain Merchant Responsibilities. Merchant agrees to comply, and to cause third parties acting as Merchants agent to comply, with the Card Brands and other payment networks by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Card Brands or payment networks (collectively "Rules"). Merchant may review the websites for VISA (<https://usa.visa.com/support/small-business/regulations-fees.html>), MasterCard (<http://www.mastercard.com/us/merchant/>), and Discover (<http://www.discovernetwork.com/merchants/>) for a copy of each networks Rules. Merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Merchants agents include, but are not limited to, Merchants software providers and/or equipment providers.

If appropriately indicated in Merchant's agreement with Autobooks, Merchant may be a limited-acceptance merchant, which means that Merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Acquirer has no obligation other than those expressly provided under the Rules and applicable law as they may relate to limited acceptance. Merchant, and not Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.

Merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: (a) the minimum transaction amount does not differentiate between card issuers; (b) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and (c) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Merchant is a (i) department, agency or instrumentality of the U.S. government; (ii) corporation owned or controlled by the U.S. government; or (iii) Merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249-Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. Merchant Prohibitions. Merchant must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, (ii) add any tax to transactions, unless applicable law expressly requires that a Merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately), (iii) request or use an account number for any purpose other than as payment for its goods or services, (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Merchant, (v) disburse funds in the form of cash unless Merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Merchant), or Merchant is participating in a cash back service, (vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Merchant,

irrespective of cardholder approval, (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt, (viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable, or (ix) submit a transaction that represents collection of a dishonored check. Merchant further agrees that, under no circumstance, will Merchant store cardholder data in violation of applicable laws or the Rules including but not limited to the storage of track-2 data. Neither Merchant nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. **Settlement.** Upon receipt of Merchant's sales data for card transactions, Acquirer will process Merchant's sales data to facilitate the funds transfer between the various Card Brands and Merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Merchant, either directly to the Merchant-Owned Designated Account or through Autobooks to an account designated by Autobooks ("Provider Designated Account"), at Acquirer's discretion, for such card transactions. Merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Merchant, and that any dispute regarding the receipt or amount of settlement shall be between Autobooks and Merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Card Processing Services provided hereunder, provided that Acquirer may also debit Merchant's designated demand deposit account ("Merchant-Owned Designated Account") upon receipt of such account information from Merchant or Autobooks, or if Acquirer deposits settlement funds into the Merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Merchant-Owned Designated Account or the Provider Designated Account.

4. **Term and Termination.** These Supplemental Terms shall be binding upon Merchant upon reaching the Tigger Amount. These Supplemental Terms shall begin and shall be deemed accepted and binding upon Acquirer, on the date Acquirer accepts these Supplemental Terms by issuing a merchant identification number, and shall be coterminous with Autobooks' agreement with Merchant. Notwithstanding the foregoing, Acquirer may immediately cease providing Card Processing Services and/or terminate these Supplemental Terms without notice if: (i) Merchant or Autobooks fails to pay any undisputed amount to Acquirer when due and fails to cure such non-payment within two (2) business days; (ii) in Acquirer's reasonable opinion, provision of a service to Merchant or Autobooks may be a violation of the Rules or any laws; (iii) Acquirer believes that Merchant has violated or is likely to violate the Rules or any laws; (iv) Acquire determines Merchant poses a financial or regulatory risk to Acquirer or any Card Brand; (v) Acquirer's agreement with Autobooks terminates; (vi) any Card Brand deregisters Autobooks; (vii) Acquirer ceases to be a member of the Card Brands or fails to have the required licenses; or (viii) Acquirer is required to do so by any of the Card Brands.

5. **Limits of Liability.** Merchant agrees to provide Acquirer, via a communication with Autobooks, with written notice of any alleged breach by Acquirer of these Supplemental Terms, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Merchant and a waiver of any and all rights to dispute such breach. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THESE SUPPLEMENTAL TERMS, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of these Supplemental Terms. In the event that Merchant has any claim arising in connection with the Card Processing Services, rights, and/or obligations defined in these Supplemental Terms, other than Acquirer's failure to settle funds to the Merchant-Owned Designated Account or to the Provider Designated Account, Merchant shall proceed against Autobooks and not against Acquirer, unless otherwise specifically set forth in the Rules. In no event shall Acquirer have any liability to Merchant with respect to these Supplemental Terms or the Card Processing Services, except that Acquirer shall be liable to Merchant for its failure to settle funds in accordance with Section 3 of these Supplemental Terms. Merchant acknowledges Acquirer is only providing these Supplemental Terms to assist in Autobooks' processing relationship with Merchant, that Acquirer is not liable for any action or failure to act by Autobooks, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Merchant by Autobooks.

6. **Miscellaneous.** These Supplemental Terms are entered into, governed by, and construed pursuant to the laws of the State of Ohio without regard to conflicts of law provisions. These Supplemental Terms may not be assigned by Merchant without the prior written consent of Acquirer. These Supplemental Terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. These Supplemental Terms are for the benefit of, and may be enforced only by, Acquirer and Merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend these Supplemental Terms upon notice to Merchant in accordance with Acquirer's standard operating procedure. If any provision of these Supplemental Terms is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and these Supplemental Terms will be construed as if such provision is not contained in them. "Bank" as used in these Supplemental Terms shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with these Supplemental Terms. As of the commencement of these Supplemental Terms, Bank shall be Fifth Third Bank, an Ohio Banking Corporation, located in Cincinnati, OH 45263. The Bank is a party to these Supplemental Terms. The Bank may be changed, and its rights and obligations assigned to another party by Acquirer at any time without notice to Merchant.

AUTOBOOKS CARD PROCESSING SERVICE DISCLOSURE SCHEDULE

This disclosure schedule sets forth a summary of certain information in Exhibit B, the Agreement, and the merchant application for User's information only and does not provide all information pertinent to the Agreement. Autobooks recommends thoroughly reviewing the Agreement, Exhibits, and application and contacting us with any questions you may have. In the event of any conflict between the terms of this disclosure schedule and the Agreement, Exhibit B, or the merchant application, the terms of the Agreement, Exhibit B, or merchant application shall control. Capitalized terms not otherwise defined in this disclosure schedule have the meanings set forth in the Agreement.

Application: This disclosure schedule applies to User with respect to the Card Processing Services only if Autobooks is providing the Card Processing Services to User as a registered payment facilitator pursuant to the Card Brand Rules. Otherwise, the Card Processing Services will be provided pursuant to and in accordance with that separate merchant agreement between User and the applicable TPSP.

Date of the Contract: Provisions of the Card Processing Services is subject to Autobooks' prior written review, and Exhibit B is binding on both User and Autobooks upon the earlier of (a) Autobooks' issuance of a merchant identification number to User or (b) Autobooks' processing of a transaction through the Card Processing Services on User's behalf.

Bank: For purposes of Exhibit B, the sponsoring member bank for Tap to Pay Transactions is (unless otherwise specified or upon notice to User):

MetaBank, National Association
Attn: Vice President - Operations
5501 South Broadband Lane
Sioux Falls, SD 57108

For purposes of Exhibit B, the sponsoring member bank for all other Card Transactions is (unless otherwise specified or upon notice to User):

Fifth Third Bank 38 Fountain Square Plz Cincinnati, OH 45202 Phone:(____)____ - ____

TPSP: For purposes of Exhibit B, the TPSP for Tap to Pay Transactions is (unless otherwise specified in a notice to User):

Fiserv, Inc. 255 Fiserv Dr, Brookfield, WI 53045

For purposes of Exhibit B, the TPSP for all other Card Transactions is (unless otherwise specified in a notice to User):

Vantiv, LLC 8500 Governors Hill Drive Symmes Township, OH 45249 Phone:(____)____ - _____

Autobooks: Autobooks, Inc.
1555 Broadway St, 2nd Floor
Detroit, MI 48226
Phone: (866) 617-3122

Term and Termination: The Card Processing Services are offered pursuant to the Agreement and Exhibit B and may be modified or discontinued at any time without notice to User. User has no obligation to use the Card Processing Services and may discontinue use of the Card Processing Services at any time, provided that the terms of the Agreement and Exhibit B will remain applicable to User with respect to User's prior use of the Card Processing Services.

Payment for Transactions: User will be provisionally paid for transactions after the expiration of any applicable hold period, less the amount allocated to a reserve account (if any) and credits associated with any prior transactions, fees, assessments, and other amounts due. This will usually be within two to three business days, but can be up to the full time period in which any transaction processed is at risk of chargeback.

Fees/Rates: The most common fees and rates charged to User can be found in the merchant application. Other fees and rates are set forth in the Card Services Agreement and the Card Brand Rules. If User is unsure as to the calculation or applicability of any fee, please contact us and we will explain it to you in greater detail. The way the most common fees are calculated is as follows:

"Discount Rate" is a percentage of the gross amount of each transaction processed. A portion of the Discount Rate is the Interchange Rate. The discount rate may be set by category (e.g., qualified, mid-qualified, and non-qualified) or set based on the Interchange Rate (e.g., the Interchange Rate plus a certain percentage). The

category into which a transaction or indebtedness purchase will fall depends on a number of factors, including but not limited to the card type, transaction type, payment method, authorization, and timeliness of submitting the transaction/batch. Autobooks can provide information to you about the category applicable to a particular transaction upon your request.

"Interchange Rate" is a percentage of the gross amount of each transaction set by the applicable Card Brand. The Interchange Rate varies based on the type of transaction, method of transaction, and transaction classification.

Transaction fees, depending on the specific fee, may be charged on all transactions or only specific types of transactions. Other fees will be charged as set forth for each fee, which may be upon the occurrence of an event (e.g., a chargeback fee will be charged for each chargeback) or based on the passage of time (e.g., a monthly fee will be charged each month or portion thereof without proration).

The payment due for the purchase or lease of equipment, if any, will be subject to an amendment to the Agreement or a separate agreement.

Each Card Brand may surcharge one or more transactions based on the type of transaction, method of transaction, transaction classification, and other metrics set forth in the Card Brand Rules. User is responsible for reviewing the applicable Card Brand Rules (available on each Card Brand website or upon request from Autobooks) regarding applicable surcharges.

Modification:

The Agreement and Exhibits, including but not limited to the fees charged, may be modified as set forth in Section 27 of Exhibit B of the Agreement.

Complaint Handling:

User is responsible for handling any complaint with regard to a customer. User must promptly notify Autobooks of any complaint with regard to Autobooks, and Autobooks will handle the receipt of complaints in accordance with its current policies and procedures. If Autobooks is unable to resolve an issue to User's satisfaction, the complaint resolution procedures in the Agreement will control the process.

Statements:

Merchant statements are available online, after appropriate login, through the Accounting Services.

EXHIBIT C ACH SERVICES

1. **Interpretation.** The terms of this Exhibit C are supplemental to those in the Agreement and along with the terms in the Agreement this Exhibit C governs User's use of the ACH Services. All capitalized terms used in this Exhibit C but not defined herein shall have the meaning set forth in the Agreement. The terms of this Exhibit C will control over any conflicting terms in the Agreement; otherwise, all terms and conditions of the Agreement remain in full force and effect.
2. **Description.** The ACH payment processing services provided under this Exhibit C ("**ACH Services**") may include, but are not limited to, the following, subject to availability and modification from time to time: the receipt of and submission of Entries (as defined in the rules, requirements, guidelines, or standards ("**NACHA Rules**") published by the National Automated Clearing House Association ("**NACHA**")) under Entry codes ARC, BOC, CCD, POP, PPD, RCK, TEL, and WEB and ACH transactions by Autobooks or its designee; the submission of each Entry and processing of each transaction in accordance with NACHA Rules to the appropriate RDFI and Receiver (as such terms are defined in the NACHA Rules); settlement of transaction amounts to and from the accounts specified in each Entry; support in connection with any returns, credits, or errors associated with any Entry; and remote deposit capture services.
3. **Approval.** User's use of the ACH Services will be subject to Autobooks and any applicable TPSP's prior approval. In connection with such approval, Autobooks may request or require information regarding User and User's business operations from User or TD Bank. User authorizes TD Bank to disclose to Autobooks, and authorizes Autobooks to disclose to any TPSP, any information requested by Autobooks in connection with the approval process. User will provide all information requested by Autobooks in connection with such approval process. The parties understand that User's approval to use the ACH Services may be subject to certain conditions, including but not limited to dollar caps and fund hold times, and such conditions may be modified from time to time by Autobooks in its sole discretion.
4. **Consents and Documentation.** User will execute all written agreements, authorizations, consents, and other documentation, including without limitation agreements with TPSPs or other processing providers or networks requested or required from time to time by Autobooks and its TPSPs in connection with provision of the ACH Services to User. User will complete all requested set-up documentation. User represents and warrants to Autobooks that all information provided to Autobooks or its TPSPs in connection with the Agreement, the approval process, the ACH Services, or otherwise provided regarding User is in all respects accurate, true, complete, and not misleading.
5. **Monitoring.** Autobooks and its TPSPs may perform ongoing monitoring of User's use of the ACH Services, business methods, and operations. User will provide any information regarding the foregoing to Autobooks within five (5) business days of Autobooks request.
6. **Restrictions.** User's use of the ACH Services is subject to the following restrictions:
 - (a) **Use.** User may only use the ACH Services in connection with invoices generated and sent through the Accounting Services on behalf of User and for goods or services sold by User.
 - (b) **Geographic Restrictions.** Unless otherwise authorized by Autobooks in writing, User will not use the ACH Services if User is located outside of the United States, on behalf of any locations outside of the United States, or on behalf of any subsidiaries located outside of the United States.
 - (c) **Illegal Activity.** User will not, and will not use the ACH Services to, engage in any activity which is illegal under any applicable law.
 - (d) **Prohibited Categories.** User will not use the ACH Services if User engages in the following businesses: internet gambling; pornography or other sexually-oriented business; psychic or horoscope consultation services; outbound telemarketing; credit repair or debt consolidation services; prepaid vacation/timeshare solicitation services; payday loan business; or any other business category or activity designated from time to time by Autobooks or its TPSPs to be prohibited.
 - (e) **Settlement.** Settlement of funds to User is subject to Autobooks receipt of funds from the financial institution from which the funds were withdrawn (and will remain subject to reversal if withdrawal is for any reason reversed). TD Bank may place limitations on the availability of funds settled to the Account and Autobooks will have no liability or obligation with respect to such limitations.
7. **Compliance.** User will conduct its activity in compliance with all applicable law. User will comply with the then-current rules, regulations, requirements, and procedural guidelines published by NACHA, and/or all regional payment alliances associated with NACHA. User will, at its own expense and if required by the NACHA Rules, undergo an annual ACH audit conducted by an independent certified third party auditor acceptable to Autobooks and provide the results of such audit to Autobooks. If instructed by

any governmental authority, or if deemed appropriate by Autobooks in connection with any audit, investigation, inquiry, or suspicious activity, Autobooks or its TPSPs may without notice to User limit access by User to any funds or proceeds.

8. Processing. All Entries originated through the ACH Services will be subject to the following requirements:
 - (a) ODFI. Autobooks' or its TPSP's financial partner will service in the capacity of an ODFI (as defined in the NACHA Rules) for the purposes of transactions originated by User.
 - (b) Consent. Prior to submitting any Entry, User will obtain the express written consent of the owner of each account which is debited or credited by such Entry, such consent to fulfill all NACHA requirements, including but not limited to being clearly labeled as an ACH consent form, authorizing the transaction amount, and authorizing the transaction timing.
 - (c) Rules and Laws. User will ensure all Entries conform to the requirements of the then-current applicable rules, regulations, and procedural guidelines published by NACHA, all regional payment alliances associated with NACHA, and all applicable laws and governmental regulations.
 - (d) Review and Notice. User will, on a daily basis, review and validate the accuracy and completeness of each ACH transaction posted, including but not limited to the amount of ACH. User will immediately, but in all cases within one (1) day of an ACH transaction posting, report any incorrect ACH or other error to Autobooks.
9. Support and Training. Autobooks will be the primary point of contact for all communications regarding the ACH Services and User will direct all customer service matters to Autobooks, including without limitation problems, questions, inquiries, and technical assistance. Autobooks will also, through its web-portal or upon User's request, provide or cause TD Bank to provide User with training regarding the set-up and operation of the ACH Services.
10. User Liability. User shall be solely liable and responsible for all damages, losses, expenses, and claims arising from any of the following:
 - (a) Authorization. The failure to obtain any appropriate or required consent or authorization from the counterparties to any Entry and to retain such consent or authorization for the period of time required under the NACHA Rules or applicable law.
 - (b) Inaccuracies. Improper ACH transactions, or the debit or credit of the incorrect account or for the incorrect amount, due to information provided to Autobooks by User.
 - (c) Storage. User's failure to keep any records or information required in connection with any ACH transaction pursuant to applicable law or the NACHA Rules.
 - (d) Shortfalls. Any shortfalls that occur due to non-sufficient funds in the Account, return of ACH transactions, dispute of ACH transactions, or other reversals, for which User will immediately pay to Autobooks all such amounts.
11. Recordkeeping. During the term of the Agreement and for two (2) years thereafter, User shall keep and maintain accurate records of its activities and sales in connection with the ACH Services. User shall provide a photocopy or electronic copy of such records to Autobooks within five (5) days of Autobooks request, or such shorter period required to respond to any governmental authority or regulatory agency. These records shall not be used by User except as permissible under applicable law.
12. Indemnification. In addition to the other indemnification obligations set forth in this Agreement, User will indemnify, defend, and hold Autobooks and its owners, directors, officers, employees, agents, and TPSPs harmless from and against: (a) any ACH transaction which is unauthorized, or alleged to be unauthorized; (b) any violation of the NACHA Rules; (c) inaccurate or incomplete data with regard to an Entry provided by User; (d) any costs or expenses associated with an ACH Entry which is rejected or returned for any reason; (f) the failure to properly obtain and maintain records in accordance with the applicable laws and NACHA Rules; (g) any fees incurred in the rejection, investigation, or monitoring of processed ACH transactions; or (i) any failure to fulfill its obligations under this Agreement (including without limitation this Exhibit A).
13. Suspension and Termination.
 - (a) Prohibited Category. Autobooks may immediately and without notice suspend or terminate provision of the ACH Services to User if Autobooks or its TPSP discovers that User has violated any of the restrictions set forth in this Exhibit A, including but not limited to operating in or engaging in activity in a prohibited category.
 - (b) Legal or Regulation. Autobooks may immediately and without notice suspend or terminate provision of the ACH Services to User if Autobooks or its TPSP, in their sole discretion, believe provision of such Services would be, or that User is engaged in activity that is, illegal or reasonably likely to cause material liability.

EXHIBIT D ACCOUNTING SERVICES

1. Interpretation. The terms of this Exhibit D are supplemental to those in the Agreement and along with the terms in the Agreement this Exhibit D governs User's use of the Accounting Services (defined below). All capitalized terms used in this Exhibit D but not defined herein shall have the meaning set forth in the Agreement. The terms of this Exhibit D will control over any conflicting terms in the Agreement; otherwise, all terms and conditions of the Agreement remain in full force and effect.
2. Description. The accounting services provided under this Exhibit D ("Accounting Services") may include, but are not limited to, the following, subject to availability and modification from time to time by Autobooks: (a) accounts receivable invoice or credit entry, invoice edit, search, cancellation, write-offs, and write-off lifts; (b) customer entry, lists, search, invoice templates, invoice creation, invoice sending, and account entry edit; (c) check searches, orders, matching, and approvals; (d) vendor entries, lists, and searches; (e) automated or manual accounting, budgeting, journal entries, account coding errors, company information, fiscal years and periods, account charts, balance conversions, linked accounts, aggregated accounts, and data imports; (f) dashboards; reporting; projections; (g) employee entry, listings, searches; and (h) any other account management, journal entries, general ledger postings, consolidated financial reports; or other accounting related functions or reports.
3. Input Data. The Accounting Services are performed based on information provided by User. Inaccurate information provided by User will result in inaccurate reporting, journal entries, billed amounts, and the failure of other functions within the Accounting Services. It is User's sole responsibility to provide complete and accurate information, and Autobooks will have no responsibility or liability in connection with errors or omissions in the Accounting Services which result from User's failure to provide complete or accurate information.
4. Disclaimers. In addition to the disclaimers set forth in the Agreement, TD Bank and Autobooks make no representation or warranty that the Accounting Services will perform accounting procedures or generate reports or information that adhere to United States Generally Accepted Accounting Principles. TD Bank and Autobooks will not review or evaluate the legitimacy of any employees, vendors, or customers loaded into Accounting Services, and User is solely responsible for identifying fake, fraudulent, or terminated employees, vendors, or customers and instituting sufficient internal controls to prevent theft, losses, or fraud resulting from any employees, vendors, or customers loaded into the Accounting Services.
5. Invoices.
 - (a) Generation. User will enter all data accurately and make all appropriate selections with respect the invoice creation process as prompted through the Services. The Services will use such data to generate an invoice which may be sent through the Services. TD Bank and Autobooks may incorporate or display User's name, contact information, logo, or other trademarks of User on the invoice, in addition to Autobooks' and/or TD Bank's respective marks and information. TD Bank or Autobooks may, in their sole discretion, include on the information indicating the invoice was prepared by Autobooks or TD Bank using the Services. Such invoices may, at TD Bank and/or Autobooks sole discretion, designate payment options or methods using Autobooks' other Services (which may include, without limitation: ACH Services, or Card Processing Services), and if so, the terms set forth in the applicable Exhibits of this Agreement shall apply to the respective Services.
 - (b) Verification. Prior to submitting any invoice, User will perform a detailed review of the invoice and correct any errors or omissions.
 - (c) Representation and Warranty. User represents and warrants that, at the time of submission of an invoice through the Accounting Services, such invoice accurately reflects an amount due from the recipient as the result of a bona fide transaction performed in accordance with applicable law.
 - (d) Sending. TD Bank will send, electronically or through a postal or courier service, the invoice to the recipient entered or selected by User. TD Bank will not be responsible or liable for, and User assumes full responsibility and liability for, any failure to deliver an invoice due to: (i) an incorrect name, physical address, or email address provided by User; (ii) email filters (including but not limited to spam filters) which block or reject the delivery of any electronic invoice; (iii) any ISP's failure to properly route the invoice; (iv) the failure of any carrier to deliver the invoice; or (v) invoices which are lost, stolen, or otherwise damaged in transit or by or from the recipient. TD Bank reserves the right to pass through costs associated with the sending of invoices to User, and User authorizes TD Bank to debit the Account via ACH transactions for all such amounts. TD Bank reserves the right to restrict the ability to send invoices to recipients located in certain geographic areas, such as the United States.
 - (e) Payment. TD Bank and Autobooks make no representation or warranty with regard to the ability or likelihood of collection, and TD Bank and Autobooks will have no obligation to perform any collection efforts on User's behalf. To the extent that payment is

received through Autobooks' ACH Services, or Card Processing Services, the Accounting Services will generate a corresponding journal entry. User is solely responsible for monitoring the receipt of customer payments, monitoring the customer/accounts receivable aging reports, properly inputting any payments received outside of the Services, collecting any amounts owed from the recipient, and writing off amounts determined uncollectible.

6. Verification. User will review all information and data entered into or generated by the Accounting Services, including but not limited to the trial balance, general ledger report, financial statements, budget reports, customer balances, customer aging, vendor lists, customer lists, reconciliations, and transaction information for each calendar month within fifteen days of the close of such calendar month. If any error is identified that relates to a particular month, within thirty (30) days of the end of such month User will either: (a) manually correct such error through the edit functions in the Accounting Services; or (b) provide written notice to TD Bank and Autobooks of such error. TD Bank and Autobooks will have no liability or responsibility with respect to any error which relates to any month and is not reported in writing within thirty (30) days of the end of such month.

EXHIBIT E

Autobooks Pricing Schedule

This Exhibit sets forth the fees Autobooks and TD Bank will charge for its software and services. Prices may vary based on promotional offerings available and additional items charged by the financial institution. Please refer to the TD Bank's fee schedule for all online and mobile banking fees including fees related to bill pay services. These prices are subject to change from time to time.

Fee Description	Fee
Autobooks Monthly Account Maintenance Fee - Full Autobooks Subscription	\$10.00/month
Autobooks Monthly Account Maintenance Fee - Invoice Only Module	\$0.00
Autobooks Incoming Transaction Processing Fee for Card Not Present Transactions (Invoice and Payment Link)	3.49% of transaction amount
Autobooks Incoming Transaction Processing Fee (ACH)	1.99% of transaction amount
Autobooks ACH Return / Reject**	\$5.00 each
Autobooks Credit Card Payment Chargeback Request or Return**	\$25.00 each
Autobooks Tap to Pay Card Present Transactions	2.75% of transaction amount

***Autobooks reserves the right, at its sole discretion, to charge fees for chargebacks, returns, and rejections related to incoming payments. However, these fees may be waived at Autobooks' discretion based on the factors of each individual circumstance.*