

EXTU DEBIT CARD ADDENDUM

THIS EXTU DEBIT CARD ADDENDUM (“DCA”) GOVERNS THE INCLUSION OF ALL PREPAID DEBIT CARDS IN YOUR INCENTIVE SOLUTION SERVICES. THIS DCA SHALL BE IN ADDITION TO THE EXTU INCENTIVE SOLUTION SERVICE AGREEMENT (“ISA”) AND SHALL LIKEWISE BE SUBSERVIENT TO THE MASTER SERVICE AGREEMENT (“MSA”).

YOU ACCEPT THE TERMS OF THIS DCA BY ACCEPTING THE ISA IN ANY MANNER PRESCRIBED IN THE ISA.

1. Definitions

All capitalized and defined terms shall have the meaning prescribed to them in this Section 1, unless the term is defined separately in-line in this DCA. If the term is separately defined in another Section, that definition shall govern the term’s use throughout that Section, unless otherwise stated. Should there be any inconsistency between the definition prescribed in this Section 1 and a definition provided elsewhere in the ISA, the definition provided to that term in subsequent sections of this DCA shall govern the term’s use in that section; however, the term’s use in other sections shall be given the meaning prescribed in the ISA.

Association – Visa or MasterCard networks with which Extu works to provide the Services.

Bank – financial institutions (including their successors or assigns), ATM, and PIN based or non-PIN based card transaction processors.

Cards – Any prepaid debit card, whether physical or virtual, upon which funds may be placed on the debit card once or multiple times, per the Client’s requirements and specified in the SOW.

Cardholder – Any person or entity that is designated by the Client to receive a Card.

Cardholder Information – Any and all information required to issue the Card to the Cardholder including, but not limited to, Name, Address, Social Security Number, and Date of Birth.

Payment Information – any data pertaining to the amount of monies that shall be placed onto the Cards.

Cardholder Data- Cardholder Information and Payment Information, collectively.

2. Description of Services and Fees

2.1. Additional Services to the ISA. As instructed and approved by Client, Extu shall implement Client’s incentive, promotional award, rebate, commission or loyalty program using Prepaid Debit Cards (“Cards”) on either the Visa or MasterCard brand networks as more fully described in the SOW(s) (hereinafter “Program”).

- 2.2. Program Implementation, Cardholder's Identification. Client shall identify and transmit to Extu the Cardholder Information and the corresponding Payment Information, in an electronic file format as specified by Extu. This information is required to issue the Card, and may include information such as name, address, social security number and date of birth of the Cardholder. Cardholder Data sent to Extu will be sent to the Bank and/or Association (as defined above). Extu and/or Bank may request and obtain information directly from an actual or proposed Cardholder to verify Cardholder's Identity. Each time Client submits Cardholder Data, Client represents and warrants that it is authorized to provide such information. Client agrees to hold Extu and the Bank harmless for possessing Cardholder Data, and shall indemnify and defend (at Extu and the Bank's election) against any and all Claims (as defined below) for having and use of Cardholder's Data.
- 2.3. Bank and Associations. The parties recognize that certain material aspects of Extu's obligations in this Agreement shall be performed in whole or in part by financial institutions (including their successors or assigns), ATM, and PIN based or non-PIN based card transaction processors (collectively hereinafter "Bank") and the Visa or MasterCard networks (hereinafter "Association"). The specific Bank and Association shall be identified in the attached SOW(s).
- 2.4. Fees and Program Funding. Client shall pay all fees and shall fund the Program, in the time and manner designated in the attached SOW. Client acknowledges that Extu shall have no obligation to provide or implement the Program or to make or permit access to any Card if the fees and Program Funding have not been paid. Cardholders shall have access only to those funds that Client has made available for the Cardholder. Cards may include an expiration date in which the Cards may no longer be used, as specified on the SOW and described as the "Card Validity Period".
- 2.5. Delivery of Prepaid Products, Cardholder Agreement and Disclosures. Accompanying the delivery of all Cards, Cardholder's must receive and agree to the terms of the Cardholder Agreement and Disclosures, as specified in the SOW. For each virtual Prepaid Product, Cardholders will be provided a click wrap agreement upon which they must assent to the terms, disclosures, or notices. Upon agreement, Cardholders will receive the virtual Card. For each physical Card, Cardholders must receive the terms and notices along with the physical Card. Should Client be obligated under the SOW to deliver the physical cards, then Client hereby agrees to deliver said terms and notices. Unless specified otherwise in the SOW, Client is responsible for distributing all Cardholder Agreements, disclosures, and notices, and Client shall further be responsible for timely distributing amendments.

- 2.6. Client is Responsible for Accuracy of Information. Client is solely responsible for the accuracy of the Cardholder Data. Upon delivery of all Program Funding to the Bank along with the Cardholder Data and Payment Information provided by Client, Extu shall have no liability to Client or any third party for failure of a Card to be delivered to the intended Cardholders. Extu shall use commercially reasonable efforts to assist Client in the correction of any errors, subject to applicable law, the terms and conditions governing use of the Cards, and any applicable bank card association rules. Extu may impose fees for error correction. Client shall hold Extu and the Bank harmless for all direct and indirect losses and expenses for inaccurate Cardholder Data, as well as pay for all cost and expenses to resolve any disputes caused by Client's errors.
- 2.7. Non-Issuance, Cancellation, Suspension or Expiration of Prepaid Products. Extu and/or Bank shall not be obligated to issue a Card, and may suspend, cancel, reverse or dishonor any Card or may cease issuing Cards for reasons of compliance with applicable law or safe and sound banking practices. If a Card is not issued, is suspended, or cancelled, then Extu shall notify Client as soon as reasonably practicable. Except as prohibited by applicable law, Extu and/or the Bank shall disburse to the cardholder any funds underlying a cancelled Card and/or return to Client any funds not issued.
- 2.8. Program Obligations and Limitations. Client shall observe and comply with any other reasonable program instructions as Extu may issue from time to time in connection with any such Card Program Services. Client shall not market or promote the Cards as gifts or for gifting purposes. Extu shall have the right to decline to accept any business or any proposed Program in its sole and absolute discretion.
3. Term and Termination.
- 3.1. How Terminated. This Agreement or any Program may be terminated as follows: (a) by all methods found in §§4.2 and 4.3 of the ISA; or (b) the Bank, Association, or any governmental Bank, regulatory agency or law enforcement organization determining that Client has engaged in suspicious or illegal activity.
- 3.2. Effect of Termination. Upon termination or expiration of this Agreement or any Program for any reason: (a) Client shall immediately cease all marketing of the Program and cease use of Extu and the Bank's Intellectual Property (as defined herein); (b) Client shall be responsible for any fees and penalties incurred by Extu from the Bank or Association in termination of any Program; (c) all amounts outstanding to Extu shall become immediately due and payable, without presentment, demand, or further notice of any kind, all of which are expressly waived by Client; (d) Extu and/or Bank shall continue to honor any Cards until the designated Card Validity Period; (e) Client's obligations and liabilities, including, without limitation, payment and indemnification obligations, shall also continue until the Card Validity Period has concluded.

4. Intellectual Property and Publicity.

4.1. Cardholder Data. All Cardholder Data supplied to Extu hereunder, in any form, and any and all copies thereof, will be treated as confidential information of Client and, except as otherwise set forth herein, will be used, retained, and disclosed by Extu (and any subcontractors of Extu) only in the Performance of Extu's obligations hereunder, including in the fulfillment and delivery of the of the Prepaid Cards to the Cardholder and to communicate with the Cardholders in providing information regarding the Program. Extu may also retain, disclose, and use Cardholder Data, including after termination of the Agreement, as permitted by law.

4.2. Publicity and Bank Intellectual Property. Client shall not use, reproduce or otherwise incorporate the name, trademarks, trade names, service marks, logos or similar property owned, licensed to or used by Extu or the Bank in any news release, public announcement, advertisement, promotional material, brochure or other communication or writing without first obtaining Extu and/or Bank's written consent, other than with respect to any communication or document required to be made or disclosed by federal, state or local law or regulation, including, but not limited to, federal securities laws. In addition, Purchaser shall refrain from taking any action that may tarnish the reputation of, or cause people to hold in poor regard, Extu, Bank or its affiliates or the program or products.

5. Confidentiality. Client and Extu agree to be bound by the terms and conditions outlined in the Master Service Agreement which is incorporated into this DCA. Any confidential information given by Client to Extu and/or the Bank shall be used for the sole purpose of implementation of Client's Program.

6. Indemnification

6.1. Client agrees to indemnify, defend (at Extu's election), and hold harmless Extu and any Extu third party suppliers from any and all claims, losses, damages, costs, and expenses, including reasonable attorneys' fees (hereinafter "Claims"), resulting from: (a) theft, destruction, fraudulent use or misuse of any Card instrument and/or PIN, including but not limited to PINs supplied to Client, its Cardholders and the employees, agents and representatives of Client and its Cardholders; (b) Extu's compliance with Client's instructions in the implementation of any Program, including the disclosure of Cardholder Data and the corresponding Payment Information; (c) any actual or alleged infringement of any intellectual property rights of any third parties in the implementation of Client's Program; (d) violation by Client and/or its Cardholders of any applicable law, regulation, contract, or court order, including but not limited to federal, state and local wage and labor laws, payroll statutes, and contracts with employees, contractors and independent operators; (e) breach of any term or provision of the Agreement by Client; and (f) any Claims brought by Client against the Bank or the Association.

7. **Changes to Terms.** We may make changes to this DCA from time to time. When these changes are made, We will make a new copy of the DCA available on this web page with a notation indicating the date on which this DCA was last updated. You understand and agree that if You use the Extu Incentive Solution® Service after the date on which this DCA has changed, Your use will signify Your acceptance of the updated DCA.