

## **Addendum to Independent Sales Agent Agreement**

This Addendum ("Addendum") is entered into and made effective as of the date signed below, by and between PCBancard ("Company") and the undersigned Independent Sales Agent ("Agent"). This Addendum serves to modify and supplement the terms of the existing Independent Sales Agent Agreement previously entered into by the parties.

Whereas, the Agent may elect to enroll a Merchant into PCBancard's Merchant Conversion Incentive Program, wherein the Merchant receives a financial credit of up to \$1,000 toward processing equipment, early termination fees, or other qualifying costs as defined in the program terms;

Whereas, the Agent's election to offer this incentive to a Merchant requires acknowledgement and authorization for the Company to deduct corresponding amounts from the Agent's compensation;

Now, therefore, the parties agree as follows:

### **1. Acknowledgement of Participation**

By submitting a Merchant application with the Merchant Conversion Incentive Program form, Agent hereby acknowledges their participation in the program and authorizes the following compensation deductions, depending on the pricing plan selected for the Merchant account.

### **2. Compensation Adjustments Based on Plan Type**

The Agent understands that the method of deduction and total amount impacted depends on the pricing model and commission plan elected by the Agent when submitting the Merchant application. The following outlines the specific compensation adjustments:

- Interchange Cost Plus Pricing – Standard Residual Plan:
  - The Agent's standard upfront commission is not affected.
  - A deduction of 25 basis points will be made from the Agent's residual compensation for the first 12 months.
  - Starting in month 13, full residuals will be paid without deduction.
- Dual Pricing – Standard Residual Plan:
  - The Agent's standard upfront commission is not affected.
  - A deduction of 25 basis points will be made from the Agent's residual compensation for the first 12 months.
  - Starting in month 13, full residuals will be paid without deduction.
- Dual Pricing – Ramp Up Fast Start Plan:
  - The upfront commission payable to the Agent will be reduced by 25% at each stage of payout:
    - Initial commission (month 1)
    - Interim commission (true-up)
    - Final true-up (month 6)

- This equates to a total compensation multiple of 7.5x instead of the standard 10x.
- Interchange Cost Plus Pricing – Ramp Up Fast Start Plan:
  - The upfront commission payable to the Agent will be reduced by 25% at each stage of payout:
    - Initial commission (month 1)
    - Interim commission (true-up)
    - Final true-up (month 6)
  - This equates to a total compensation multiple of 7.5x instead of the standard 10x.

### **3. Authorization**

Agent expressly agrees and authorizes PCBancard to deduct the applicable amounts from the Agent's compensation, as outlined above, in connection with any Merchant application submitted under the Merchant Conversion Incentive Program. This authorization remains in effect for any deal submitted with the applicable form and shall serve as acknowledgment of the Agent's election.

### **4. No Obligation to Participate**

Agent is not required to offer this program to any Merchant. Participation is voluntary and conditional upon submission of the appropriate form at the time of deal submission. No deduction will occur unless the Agent has submitted the applicable Merchant Conversion Incentive Agreement with a Merchant enrollment.

### **5. Governing Law**

This Addendum shall be governed by and construed in accordance with the laws of the State of New Jersey. Venue for any disputes shall lie exclusively in the courts located in Morris County, New Jersey.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date set forth below.

Independent Sales Agent:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

PCBancard:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_