MOO-NO MERCHANT TERMS AND CONDITIONS

This Moo-No Platform Merchant Terms and Conditions (this "**Moo-No Terms and Conditions**"), effective as of the date of signature (the "**Effective Date**"), is by and between Moo-No, Inc. dba Moo-No ("**Moo-No**") and you ("**Merchant**"). The Agreement includes and incorporates this Moo-No Terms and Conditions, and any additional documents or agreements incorporated by reference. Moo-No and Merchant may be referred to herein collectively as the "**Parties**" or individually as a "**Party**".

1. Structure.

(a) This Agreement consists of these general terms and conditions stated in the Sections below and the exhibits attached hereto (each, an "**Exhibit**"). These terms and conditions will prevail over any Exhibit, unless the conflicting provision of these general terms and conditions is specifically identified and declared to be overridden by an Exhibit. Exhibit A contains a list of defined terms used in this Agreement.

2. SERVICES; ACCESS AND USE.

(a) Services. Moo-No will provide Authorized Users with the ability to accept payments from Users utilizing the third-party settlement services integrated through the Moo-No platform via the Moo-No Payment Platform for the purchase of goods and services offered by Merchant as provided in the Agreement (collectively, "**Services**").

(b) Authorized Users. Merchant will not allow any Person, including without limitation any Sub-merchant, other than Authorized Users to Use the Services. Merchant may permit Authorized Users to Use the Services, *provided* that Merchant ensures each Authorized User complies with all applicable terms and conditions of this Agreement and Merchant is responsible for acts or omissions by Authorized Users in connection with their Use of the Services. Merchant will, and will require all Authorized Users to, use all reasonable means to secure usernames and passwords, hardware and software used to access the Services in accordance with customary security protocols, and will promptly notify Moo-No if Merchant knows or reasonably suspects that any user name and/or password has been compromised.

(c) License. Subject to the terms and conditions of this Agreement, Moo-No hereby grants Merchant a limited, non-exclusive, non-transferable right to Use the Services during the Term, solely for Merchant's internal business purposes including, without limitation, those existing third party licensee(s) and/or partner(s) contractually authorized by Merchant and/or its subsidiaries to use Merchant's brand(s) or intellectual property ("**Sub-merchant**"), and/or such Authorized Users designated by the Merchant in any writing as provided by Moo-No, etc., for Use of the Services including Sub-merchants. Merchant will provide any reasonably requested information from Moo-No to onboard Sub-merchants including without limitation any information subject to the Moo-No Materials. Any breach or performance failure by a Sub-Merchant (whether or not approved by Merchant) will be deemed a breach of this Agreement by Merchant to the same extent as if Merchant had committed such breach or performance failure.

(d) Use Restrictions. Merchant will not at any time and will not permit any Person (including, without limitation, Authorized Users) to, directly or indirectly: (i) use the Services in any manner beyond the scope of rights expressly granted in this Agreement; (ii) modify or create derivative works of the Services or Documentation, in whole or in part; (iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Services, in whole or in part; (iv) frame, mirror, sell, resell, rent or lease use of the Services to any other Person, or otherwise allow any Person to use the Services for any purpose other than for the benefit of Merchant in accordance with this Agreement; (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable law; (vi) interfere with, or disrupt the integrity or performance of, the Services, or any data or content contained therein or transmitted thereby; or (vii) access or search the Services (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Services features provided by Moo-No for use expressly for such purposes or (viii) use the Services, Documentation or any other Moo-No Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Services.

(e) Third-Party Services. Certain features and functionalities within the Services may allow Merchant and its Authorized Users to interface or interact with, access and/or use compatible third-party services, products, technology and content (collectively, "**Third-Party Services**") through the Services. Unless otherwise provided by this Agreement, Moo-No does not provide any aspect of the Third-Party Services and is not responsible for any compatibility issues, errors or bugs in the Services or Third-Party Services caused in whole or in part by the Third-Party Services or any update or upgrade thereto. Merchant is solely responsible for maintaining the Third-Party Services and obtaining any associated licenses and consents necessary for Merchant to use the Third-Party Services in connection with the Services.

(f) Reservation of Rights. Subject to the limited rights expressly granted hereunder, Moo-No reserves and, as between the Parties will solely own, the Moo-No IP and all rights, title and interest in and to the Moo-No IP. No rights are granted to Merchant hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth herein.

(g) Feedback. From time to time Merchant or its employees, contractors, or representatives may provide Moo-No with suggestions, comments, feedback or the like with regard to the Services (collectively, "**Feedback**"). Merchant hereby grants Moo-No a perpetual, irrevocable, royalty-free and fully-paid up license to use and exploit all Feedback in connection with Moo-No's business purposes, including, without limitation, the testing, development, maintenance and improvement of the Services.

(h) Receipt and Disbursement of Funds. Merchant hereby authorizes Financial Services Partner to effect the transfers and debits as contemplated by this Agreement and any payment instructions received by Financial Services Partner from time to time.

(i) Disbursement Information. To facilitate Financial Services Partner, Merchant shall submit timely, complete and accurate disbursement information, including all information related to any applicable crypto-asset transactions, on behalf of Merchant, Sub-merchant, and/or Users at all times during the Term. As between the Parties, Merchant is responsible for any errors and any losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and expenses resulting from incomplete or inaccurate disbursement information, unauthorized use of the disbursement services (including by individuals that are not authorized to use the disbursement services pursuant to this Agreement), or an unauthorized or otherwise flawed, incorrect, or erroneous request to disburse funds (including the disposition, failure to disburse, or misdirection of funds resulting from Merchant providing inaccurate or incomplete disbursement information).

(j) No Financial Services Partner Responsibility to Users. Merchant acknowledges and agrees that (i) it bears full responsibility for the offering and use of Merchant's products and services to and by Users in connection with this Agreement or otherwise; and (ii) Users will have no recourse against Moo-No or Financial Services Partner arising out of or relating to this Agreement. Merchant will ensure that any marketing materials that are used by Merchant are consistent with the requirements of this Agreement, where necessary for Merchant to fulfill its obligations under this Agreement.

(k) Non-Custodial Nature of Services. For avoidance of any doubt, Moo-No does not hold, custody, possess, or transmit funds, virtual currency, or fiat currency on behalf of Merchants or Users. Moo-No does not initiate, authorize, or settle payment transactions. All payment transactions, including fiat-crypto onramp services, are executed solely by applicable Financial Services Partners pursuant to their independent agreements with Merchants and Users.

3. MERCHANT OBLIGATIONS

(a) General. Merchant will identify a designated point of contact that has authority to execute instructions and otherwise act in the capacity of Merchant's representative including without limitation as an authorized signatory ("**Merchant Representative**"). Such Merchant Representative will: (i) complete any Moo-No Materials as necessary for Merchant or any other Authorized User to Use the Services; (ii) only accept payments through the Services for bona fide sales of eligible or approved goods and services; (iii) authorize Moo-No to request identity-verifying information about Merchant ; (iv) permit Moo-No to share information about Merchant and Merchant's application (including whether Merchant is approved or declined) with Merchant's bank or other financial institution, and governmental regulatory authority; and (v) provide additional information per Moo-No's reasonable request in a timely manner.

(b) Onboarding; Additional Terms. Moo-No' obligations under this Agreement (including the provision of the Moo-No Solution hereunder) are subject to Merchant's compliance with Moo-No' then-current onboarding process and the then-current onboarding processes of each applicable Financial Services Partner. Additionally, Merchant represents, warrants, and agrees to comply with all applicable terms, conditions, and restrictions of each applicable Financial Services Partner.

(c) Credit Card Surcharges. Merchant acknowledges that any surcharge applied to credit card transactions must comply with all applicable laws, regulations, and card network rules, including requirements related to customer disclosure, signage, receipt presentation, and limitations on surcharge amounts. Merchant is solely responsible for determining whether credit card surcharges are permitted in the jurisdictions in which Merchant operates and for ensuring full compliance with all applicable federal, state, and local laws and regulations.

Merchant agrees to: (i) apply surcharges only to eligible credit card transactions and not to debit, prepaid, or cash payments; (ii) clearly disclose surcharges to customers at the point of entry and point of sale prior to payment authorization; (iii) ensure surcharge amounts do not exceed applicable card network caps or Merchant's actual processing costs; and (iv) cooperate with Moo-No in implementing compliant point-of-sale disclosures and customer communications. Merchant shall not apply any surcharge to transactions completed using Moo-No or any other non-card payment method made available through the Services.

Moo-No does not determine or collect any surcharge amounts and is not responsible for Merchant's compliance with surcharge laws or card network requirements. Any guidance, templates, signage language, or technical recommendations provided by Moo-No regarding surcharging are for informational purposes only and do not constitute legal advice.

4. FEES AND PAYMENT.

(a) Fees. Merchant will pay Moo-No the non-refundable fees set forth in the relevant Moo-No Materials in accordance with the terms therein ("**Fees**"). Moo-No reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon sixty (60) days' prior notice to Merchant (which may be sent by email). Except as otherwise provided in the relevant Moo-No Materials, Moo-No will debit daily any Fees via ACH from the Merchant Financial Services Partner Account. Except as otherwise provided, Moo-No will issue monthly invoices to Merchant during the Term, and Merchant will pay all amounts set forth on any such invoice no later than thirty (30) days after the date of such invoice.

(b) Financial Services Partner Account. Merchant will provide Moo-No with updated banking information in a timely fashion. In accordance with local law, Moo-No may update information regarding Merchant's selected payment method if provided such information by Merchant's financial institution.

(c) Payments. Payments due to Moo-No under this Agreement will be auto-debited by Moo-No via ACH from an account designated by Merchant, unless otherwise agreed to in writing between the Parties. All payments are non-refundable and neither Party will have the right to set off, discount or otherwise reduce or refuse to pay any amounts due to the other Party under this Agreement. If Merchant fails to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law and Moo-No may suspend Moo-No Solution until all payments are made in full. Merchant will reimburse Moo-No for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or interest.

(d) Taxes. Merchant is responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable by Merchant to Moo-No hereunder, other than any taxes imposed on Moo-No's income. Without limiting the foregoing, in the event that Merchant is required to deduct or withhold any taxes from the amounts payable to Moo-No hereunder, Merchant will pay an additional amount, so that Moo-No receives the amounts due to it hereunder in full, as if there were no withholding or deduction.

5. CONFIDENTIAL INFORMATION.

As used herein, "**Confidential Information**" means any information that one Party (the "**Disclosing Party**") provides to the other Party (the "**Receiving Party**") in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the Services and the Documentation will be deemed Confidential Information of Moo-No. However, Confidential Information will not include any information or materials that: (i) were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by the Receiving Party; (ii) were rightfully known by the Receiving Party prior to receiving such information or materials from the Disclosing Party; (iii) are rightfully acquired by the Receiving Party from a third party who has the right to disclose such information or materials without breach of any confidentiality or non-use obligation to the Disclosing Party; or (iv) are independently developed by or for the Receiving Party without use of or access to any Confidential Information of the Disclosing Party. Without limiting the foregoing, nothing in this Agreement will limit or restrict Moo-No's ability to use or disclose any general know-how, experience, concepts and/or ideas that Moo-No or its personnel acquire or obtain in connection with the performance of Moo-No's obligations hereunder.

The Receiving Party will maintain the Disclosing Party's Confidential Information in strict confidence, and will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement; *provided* that Moo-No may use and modify Confidential Information of Merchant in deidentified form for purposes of developing and deriving Aggregate Data for its business purposes including without limitation transferring such Aggregate Data to third parties pursuant to Moo-No's privacy policy. The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (i) to those employees, representatives, or contractors of the Receiving Party who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in this Agreement, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the Receiving Party; *provided*, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

The terms and conditions of this Agreement will constitute Confidential Information of each Party but may be disclosed on a confidential basis to a Party's advisors, attorneys, actual or bona fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

6. SUPPORT AND SERVICE LEVELS.

(a) <u>Support</u>. Moo-No will provide Merchant with reasonable technical support for the Services in accordance with the support terms set forth in <u>Exhibit B</u>.

(b) <u>Service Levels</u>. Subject to the terms and conditions of this Agreement, Moo-No will use commercially reasonable efforts to make the Services available in accordance with the service levels set forth in <u>Exhibit B</u>. Merchant acknowledges and agrees that the service levels are performance targets only and any failure of Moo-No to meet any service level will not result in any breach of this Agreement or any payment or liability of Moo-No to Merchant.

7. PARTNER FINANCIAL INSTITUTION OR OTHER THIRD PARTIES

(a) General. Merchant has executed all such agreements with the applicable Partner Financial Institution that are necessary to provide the Services identified above.

(b) Continuity. In the event that the Services can no longer be provided by the Financial Services Partner, Moo-No will at the earliest extent practical, (i) advise Merchant that such Financial Services Partner may not be used by Merchant to accept payments; and (ii) make commercially reasonable efforts to identify a New Financial Services Partner if necessary and appropriate for Moo-No to continue providing Services as provided herein.

(c) Compliance with Applicable Law and Financial Services Partner Rules. Moo-No may make changes to the Moo-No Solution or this Agreement to comply with changes to Applicable Law and Financial Services Partner Rules. When this occurs, Moo-No will notify Merchant as soon as reasonably possible.

(d) Compliance with Card Brand Rules. Upon Moo-No' written request (no more than once per twelve (12) month period), Merchant may be required to verify its compliance with PCI DSS, to the extent applicable, and provide reasonable supporting documentation verifying such compliance to Moo-No in writing.

8. MERCHANT MATERIALS AND DATA.

(a) Moo-No acknowledges that, as between Merchant and Moo-No and except as otherwise provided in the Agreement, Merchant owns and retains all right, title and interest in and to all Merchant Materials.

(b) Merchant hereby grants Moo-No a non-exclusive, worldwide, royalty-free right and license to use, host, reproduce, display, perform, modify the Merchant Materials. In general, Moo-No will have the right to access, use, and disclose Merchant Material to: (i) make available the Services to Merchant; (ii) mitigate fraud, financial loss, or other harm to the Services, Merchant, Financial Services Partners, and/or Moo-No; (iii) fulfill Moo-No's obligations to governmental and regulatory authorities, electronic fund transfer and/or debit card networks (each, a "**Network**"), and Financial Services Partners; (iv) fulfill Moo-No's obligations under (1) all applicable laws, regulations, rules, and other binding requirements of any governmental or regulatory authority (collectively, "**Applicable Laws**"), (2) all applicable operating rules, operating regulations, and other requirements of any Network (collectively, the "**Network Rules**"), and (3) all guidelines and requirements established by any Payment Processor from time to time; (iv) enable any Financial Services Partner to fulfill its obligations under Applicable Laws and the Network Rules; and (v) analyze, develop, and improve Moo-No's and its affiliates' systems, products, services, features, and functionality. Moo-No also will have the right to access, use, and disclose Merchant Material as otherwise permitted by Moo-No's privacy policy or as otherwise permitted by Platform or Platform Users in writing.

(c) Merchant represents and warrants that (i) it has obtained and will obtain and continue to have, during the Term, all necessary rights, authority and licenses for the access to and use of the Merchant Materials (including any personal data provided or otherwise collected pursuant to Merchant's privacy policy) as contemplated by this Agreement and (ii) Moo-No's use of the Merchant Materials in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligations between Merchant and any third party.

(d) The Parties will use commercially reasonable efforts and take no less than industry standard precautions to store, collect, transmit, handle and receive all data received from the other Party in connection with this Agreement, and will cooperate with one another in good faith with respect to any issue, inquiry or incident involving the security of such data to the extent necessary to comply with applicable laws, rules and regulations including, without limitation, all applicable data protection and privacy laws.

(e) Cooperation. Merchant shall timely provide Moo-No with any information or cooperation as reasonably required by Moo-No in order to facilitate Moo-No's performance under this Agreement (e.g., ACH information, "read only" access to Merchant's staging environment).

9. REPRESENTATIONS AND WARRANTIES.

(a) Mutual. Each Party hereby represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing under its jurisdiction of organization and has the right to enter into this Agreement and (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of such Party and have been duly authorized by all necessary corporate action on the part of such Party, and constitute a valid and binding agreement of such Party.

(b) Merchant Representations. Merchant represents and warrants to: (i) comply at all times with Applicable Laws, including all laws and card network rules applicable to pricing disclosures, fees, and surcharges charged to Users, and all established conduct, security and privacy policies in respect of the use of the Financial Services Partner, the use of any non-public personal information of Merchants and performing its obligations under this Agreement; (ii) not act as a payment facilitator or otherwise resell the Services to any third party; (iii) not use the Services to handle, process or transmit funds for any third party; (iv) not use the Services to process cash advances; and (v) only accept transactions that are allowed by Applicable Law and this Agreement.

(c) No Money Transmission. Merchant acknowledges that Moo-No is not a bank, money services business, money transmitter, payment institution, or virtual asset service provider, and does not perform regulated payment or custody services. Moo-No provides software and technical infrastructure only.

10. INDEMNIFICATION.

(a) Indemnification. Each Party (the "**Indemnifying Party**") will indemnify, defend and hold harmless the other Party (and such Party's directors, officers, shareholders, employees and agents) (collectively, the "**Indemnified Party**") against any and all third-party proceedings, claims, demands, causes of action, damages, fines (including those imposed by payment systems or governmental authorities), reasonable expenses (including reasonable attorneys' fees and other legal expenses), liabilities, harm or other losses of any third party (collectively, "**Indemnified Losses**") that result from or arise out of: (i) any material breach by such Indemnifying Party of its obligations under this Agreement, (ii) any act or omission of such Indemnifying Party related to the Services, (iii) any infringement or violation of the Indemnified Party's Intellectual Property or other intellectual property rights of any third party, or (iv) any unauthorized use of Information or breach of the confidentiality or data provisions of this Agreement.

(b) In addition, Merchant will indemnify, defend and hold harmless Moo-No from all Indemnified Losses arising from (i) incorrect, illegal or improper record of information, data, or other documentation submitted by Merchant or on behalf of an end user in connection with the Services or a Transaction, (ii) all acts and omissions of end users, (iii) Merchant or end user misuse of the Services, or (iv) violations by Merchant or end users of Applicable Law. Furthermore, (v) any claims, fines, penalties, assessments, or network actions arising from Merchant's application or disclosure of credit card surcharges, if Merchant requests or requires Moo-No to send, transmit, or otherwise deliver data to Merchant or any third-party in a non-compliant format or manner, or Merchant (or third-party on Merchant's behalf) sends, transmits or otherwise delivers data to Moo-No in a non-compliant format or manner, then, notwithstanding any other provision of this Agreement, Merchant: (A) accepts all risk of transmitting data in an unencrypted or otherwise noncompliant format, and (B) releases, discharges, indemnifies and holds harmless Moo-No and its employees, officers, directors, affiliates, and agents from any and all liability, damage, or other loss under this Agreement or otherwise suffered by or through Merchant or end user or suffered by any of the indemnified entities arising out of the transmission, destruction, or loss of such data, including without limitation any information security or privacy breach that occurs while such data is in transit.

(c) Exclusions. Moo-No's obligations under Section 10(a) will not apply if the underlying third-party claim arises from or as a result of: (i) Merchant's breach of this Agreement, negligence, willful misconduct or fraud; (ii) any Merchant Materials; (iii) Merchant's failure to use any enhancements, modifications, or updates to the Services that have been provided by Moo-No; (iv) modifications to the Services by anyone other than Moo-No; or (v) combinations of the Services with software, data or materials not provided by Moo-No.

(d) IP Remedies. If Moo-No reasonably believes the Services (or any component thereof) could infringe any third party's Intellectual Property Rights, Moo-No may, at its sole option and expense use commercially reasonable efforts to: (i) modify or replace the Services, or any component or part thereof, to make it non-infringing; or (ii) procure the right for Merchant to continue Use. If Moo-No determines that neither alternative is commercially practicable, Moo-No may terminate this Agreement, in its entirety or with respect to the affected component, by providing written notice to Merchant. The rights and remedies set forth in this Section 10 will constitute Merchant's sole and exclusive remedy for any infringement or misappropriation of Intellectual Property Rights in connection with the Services.

(e) Indemnification Procedures. The Indemnified Party will promptly (and in any event no later than thirty (30) days after becoming aware of facts or circumstances that could reasonably give rise to any Claim) notify the Indemnifying Party of the Claim for which indemnity is being sought, and will reasonably cooperate with the Indemnifying Party in the defense and/or settlement thereof. The Indemnifying Party will have the sole right to conduct the defense of any Claim for which the Indemnifying Party is responsible hereunder (*provided* that the Indemnifying Party may not settle any Claim without the Indemnified Party's prior written approval unless the settlement is for a monetary amount, unconditionally releases the Indemnified Party from all liability without prejudice, does not require any admission by the Indemnified Party, and does not place restrictions upon the Indemnified Party's business, products or services). The Indemnified Party may participate in the defense or settlement of any such Claim at its own expense and with its own choice of counsel or, if the Indemnifying Party refuses to fulfill its obligation of defense, the Indemnified Party may defend itself and seek reimbursement from the Indemnifying Party.

(f) SERVICES WARRANTY; DISCLAIMER. THE SERVICES, SERVICES, AND OTHER MOO-NO IP ARE PROVIDED ON AN "AS IS" BASIS, AND MOO-NO MAKES NO WARRANTIES OR REPRESENTATIONS TO MERCHANT, ITS AUTHORIZED USERS OR TO ANY OTHER PARTY REGARDING THE MOO-NO IP, THE SERVICES, OR MOO-NO MATERIALS PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOO-NO HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MOO-NO HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE SERVICES OR SERVICES WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED.

FOR THE AVOIDANCE OF DOUBT, THE SERVICES ARE INTENDED ONLY TO FACILITATE THE PURCHASE END USERS OF PRODUCTS AND SERVICES SOLD BY MERCHANT, AND THE PROCESSING, FULFILLMENT, AND REFUND OF ANY RETURNS OR EXCHANGES ARE MERCHANT'S SOLE RESPONSIBILITY. IN ADDITION, MERCHANT IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, REGULATIONS, AND STANDARDS WITH RESPECT TO THE PRODUCTS AND SERVICES OFFERED BY MERCHANT.

11. LIMITATIONS OF LIABILITY.

(a) Exclusion of Damages. EXCEPT FOR: (I) ANY INFRINGEMENT BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (II) FRAUD OR WILFUL MISCONDUCT BY EITHER PARTY, (III) BREACH OF MERCHANT'S PAYMENT OBLIGATIONS, OR (IV) MERCHANT'S VIOLATION OF APPLICABLE LAW NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PMOO NOOVIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR THE COST OF COVER OR SUBSTITUTE SERVICES OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE MOO-NO IP OR THE PROVISION OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(b) Total Liability. IN NO EVENT WILL MOO-NO'S TOTAL LIABILITY TO MERCHANT OR ITS AUTHORIZED USERS IN CONNECTION WITH THIS AGREEMENT, THE MOO-NO IP OR THE PROVISION OF THE SERVICES EXCEED THE FEES ACTUALLY PAID BY MERCHANT TO MOO-NO IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT Moo-No WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

(c) Basis of the Bargain. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN MOO-NO AND MERCHANT, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

12. TERM AND TERMINATION.

(a) Term. The term of this Agreement begins on the Effective Date and expires at the end of each month. This Agreement will automatically renew on a monthly basis (the "**Term**"), unless either Party provides the other with at least fifteen (15) days' written notice of its intent not to renew this Agreement prior to the end of the then-current Term.

(b) Termination. Either Party may terminate the Agreement if the other Party commits a material breach of the Agreement or otherwise fails or neglects to perform, keep, or observe, in any material respect, the Party's obligations to the terminating Party hereunder, and the non-terminating Party fails to cure within forty-five (45) days after receipt of written notice of such breach.

(c) Survival. The following Sections and Exhibits will survive any expiration or termination of the Agreement: Definitions, 2(j) (Service Providers), 2(f) (Reservation of Rights), 4(d) (Taxes), 15 (Books and Records; Audit), 12 (Term and Termination Rights), 11(f) (Limitation of Liability), 10 (Indemnification), 5 (Confidentiality), 16 (General), in addition to any terms set forth in the Agreement that are designated as surviving.

(d) Effect of Termination. Termination of the Agreement will not affect a Party's respective rights, obligations, and remedies under the Agreement with respect to Transactions submitted by either Party and their rights accrued before the date of termination or with respect to a Party's right to collect for fees of any Transaction.

13. TRADEMARKS.

(a) Merchant hereby grants Moo-No a limited, non-exclusive, royalty-free license to use and display Merchant's name, designated trademarks and associated logos (the "**Merchant Marks**") during the Term in connection with (i) the hosting, operation and maintenance of the Services; and (ii) Moo-No's marketing and promotional efforts for its products and services, including by publicly naming Merchant as a customer of Moo-No and in case studies. All goodwill and improved reputation generated by Moo-No's use of the Merchant Marks inures to the exclusive benefit of Merchant. Moo-No will use the Merchant Marks in the form stipulated by Merchant and will conform to and observe such standards as Merchant prescribes from time to time in connection with the license granted hereunder ("**Marketing Guidelines**"). Moo-No may in its sole discretion and subject to any Marketing Guidelines by Merchant at the execution of this Agreement, issue marketing material, press releases or other publicity regarding this Agreement or the contents hereof.

14. GOVERNING LAW; JURISDICTION; DISPUTE RESOLUTION; NO CLASS ACTION.

(a) Dispute. A Party claiming that a dispute has arisen under or in connection with this Agreement ("**Dispute**") must promptly notify the other Party in writing giving details of the Dispute ("**Dispute Notice**"). Within 10 days (or any longer period agreed in writing between the Parties) of receiving the notice in this Section, an authorized representative from each Party will meet and work together in good faith to attempt to resolve the Dispute. If the Dispute is not resolved within 28 days of the Dispute Notice, then the Dispute must be referred to the Parties' appropriate C-level executives, who must work together in good faith to resolve the Dispute for a period of at least 14 days (or any longer period agreed in writing between the Parties). While the procedure set forth in this Section 14 is being followed, both Parties must continue to fulfill their obligations under this Agreement to the extent practicable. Neither Party may commence legal proceedings in relation to a Dispute until the process in this Section 14 has been followed, except that either Party may make an application for interim relief, including an injunction, at any time.

(b) Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to or application of choice of law rules or principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the State courts in northern California and the Federal courts for the Northern District of California. Each Party hereby agrees to service of process in accordance with the rules of such courts. Notwithstanding any choice of law provision or otherwise, the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on the International Sale of Goods shall not apply.

15. BOOKS AND RECORDS; AUDIT.

(a) Books and Records. Each Party will keep and maintain complete and accurate books and records of all financial transactions arising in connection with its obligations in connection with the Agreement and will retain such books and records in accordance with its record retention policy or for a period as may be required under Applicable Law (the "**Audit Period**"). Each Party will ensure that the other Party will have reasonable access to all information and documents related to the Services, the Agreement, and/or the subject matter hereof, to the extent to comply with Applicable Law, which are in the control or possession of the Party.

(b) Audit. Upon thirty (30) days advance written notice to the other Party, a Party may, or may direct an independent, third-party auditing firm (that is subject to the same confidentiality obligations) to audit the other Party's books and records, to the extent such audit relates to the Agreement or the Services, during normal business hours at any time during the Audit Period. Such audit will be conducted at the requesting Party's sole expense. Upon a Party's request, the other Party will provide to any governmental authority or Government Agency with jurisdiction over the Party with information and/or access requested by such governmental authority or Government Agency in connection with such authority's audit of the Party. The audited party will cooperate to furnish to the requesting Party regarding Services, or their obligations hereunder as the requesting Party may reasonably request. For clarity, the audit rights and obligations described in this Section will include any audits conducted as a result of a Party's breach of its data security obligations.

16. GENERAL.

(c) Entire Agreement. This Agreement, including its exhibits, is the complete and exclusive agreement between the Parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the Parties.

(d) Notices. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be sent to the relevant address set forth below or to such other address as may be specified by the relevant Party to the other Party in accordance with this Section 17(b). Such notices will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally recognized express courier, with written confirmation of receipt; (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) when sent by email, on the date the email was sent without a bounce back message if sent during normal business hours of the receiving party, and on the next business day if sent after normal business hours of the receiving party.

If to Moo-No:	Moo-No [ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] Attention: [NAME / TITLE] Email: [EMAIL ADDRESS]
If to Merchant:	NAME [ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] Attention: [NAME / TITLE] Email: [EMAIL ADDRESS]

(e) Waiver. Either Party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party granting the waiver.

(f) Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the Parties, and the remaining provisions of this Agreement will remain in full force and effect.

(g) Assignment. Neither Party may assign or transfer this Agreement, by operation of law or otherwise, without the other Party's prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a third party that succeeds to all or substantially all of the assigning Party's business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the Parties and their respective successors and permitted assigns.

(h) Equitable Relief. Each Party agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Merchant, Section 2(b), would cause the other Party irreparable harm and significant damages for which there may be no adequate remedy under law and that, in the event of such breach or threatened breach, the other Party will have the right to seek immediate equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(i) Force Majeure. Neither Party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God.

(j) Export Regulation. Merchant will comply with all applicable federal laws, regulations and rules that prohibit or restrict the export or re-export of the Services or software, or any Merchant Materials, outside the Moo-No States ("**Export Rules**"), and will complete all undertakings required by Export Rules, including obtaining any necessary export license or other governmental approval.

(k) Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the Parties. Neither Party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other Party's prior written consent.

(l) No Third-Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns.

(m) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

[COMPANY NAME]:	**[MERCHANT NAME]:**
By: ________________________	By: ________________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

EXHIBIT A – Definitions

I. DEFINITIONS.

“**Aggregate Data**” means any data that is derived or aggregated in deidentified form from (i) any Merchant Materials; or (ii) Merchant’s and/or its Authorized Users’ Use of the Services, including, without limitation, any usage data or trends with respect to the Services.

“**Applicable Law**” means all applicable laws, statutes, ordinances, rules, and regulations of any governmental authority in any jurisdiction in which transactions may occur, as any of the foregoing may be amended and in effect from time to time, including without limitation: (i) the Financial Services Partner Secrecy Act; (ii) the USA PATRIOT Act; (iii) trade and economic sanctions programs administered or enforced by the Moo-No States Department of Treasury’s Office of Foreign Assets Control; (iv) statutes, rules, regulations and record-keeping requirements concerning anti-money laundering; (v) the by-laws, operating regulations and/or all other rules, guidelines, policies and procedures of providers, banks, institutions, organizations, associations, or networks which govern or affect any services provided under this Agreement, and all state and federal laws, rules and regulations which govern or otherwise affect the activities of Provider, including, but not limited to, those of the National Automated Clearing House Association (“**NACHA**”) and the Federal Trade Commission (“**FTC**”), as any or all of the foregoing may be amended and in effect from time to time.

“**Authorized User**” means an employee or Sub-merchant upon separate onboarding whom Merchant has authorized to Use the Services.

“**Claims**” means claims, losses, damages, suits, judgments, causes of action, legal proceedings, executions, demands, penalties or other sanctions of every nature and kind whatsoever, whether accrued, actual, contingent or otherwise and any and all costs arising in connection therewith including all attorneys fees and legal expenses (including all such legal expenses in connection with any and all appeals).

“Documentation” means any applicable operator and user manuals, training materials, specifications, minimum system configuration requirements, compatible device and hardware list and other similar materials in hard copy or electronic form if and as provided by Moo-No to Merchant (including any revised versions thereof) relating to the Services, which may be updated from time to time upon notice to Merchant.

“**Fees**” has the meaning set forth in Section 4(a).

“**Feedback**” has the meaning set forth in Section 2(f).

“**Intellectual Property Rights**” means patent rights (including, without limitation, patent applications and disclosures), inventions, copyrights, trade secrets, know-how, data and database rights, mask work rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

“**Merchant**” has the meaning given in in the Agreement.

“**Merchant’s Financial Services Partner** ” means the bank where Merchant’s Financial Services Partner Account is located.

“**Merchant’s Financial Services Partner Account**” means Merchant’s bank account specified in Order Form or such other bank account that Merchant directs Moo-No to deposit Settlement Funds into and debit Fees from pursuant to a written notice given by Merchant to Moo-No, and which is maintained primarily for commercial and not for personal, family, or household purposes.

“**Merchant Materials**” means all information, data, content and other materials, in any form or medium, that is submitted, posted, collected, transmitted or otherwise provided by or on behalf of Merchant through the Services or to Moo-No in connection with Authorized User’s Use of the Services, but excluding, for clarity, any other information, data, data models, content or materials owned or controlled by Moo-No and made available through or in connection with the Services.

“**Merchant Portal**” means Merchant portal located at https://moo-no.com/merchants or such other internet address as Moo-No may provide to Merchant from time to time.

“**Moo-No IP**” means the Services, the underlying software provided in conjunction with the Services, algorithms, interfaces, technology, databases, tools, know-how, processes and methods used to provide or deliver the Services or any Services, and Documentation, all improvements, modifications or enhancements to, or derivative works of, the foregoing (regardless of inventorship or authorship), and all Intellectual Property Rights in and to any of the foregoing.

“**Moo-No Materials**” means any material, documentation, purchase orders, applications, requests for information, or other information that Moo-No requires executed or otherwise agreed to for Merchant’s ongoing use of the Moo-No Services.

“Moo-No Payment Platform” means a unique payment platform developed by Moo-No that provides Merchant the ability to receive online and in-store tokenized payment securely, conveniently, and cost effectively.

“Moo-No Website” means Moo-No’s website located at [, or other websites as specified by Moo-No to the Merchant.

“**New Payment Processor**” means a Financial Services Partner that was not identified in the Agreement at or prior to the Effective Date.

“**New Payment Processor Notice**” means a written notice given by Moo-No to Merchant pursuant to section 9(d).

“**Payment Processor**” means a depository financial institution who has entered into an agreement with Moo-No, and/or who is designated by Moo-No to provide certain payments related services to Merchant as relevant to this Agreement including Direct Financial Services Partners as applicable.

“**Payment App**” means a Financial Services Partner’s application for use on Users’ portable devices.

"**Person**" means an individual, a corporation, a limited partnership, a general partnership, a trust, a joint stock company, a joint venture, an association, a syndicate, a bank, a trust company, a governmental authority and any other legal or business entity.

"**Receiving Party**" has the meaning given to it in section 24(a)(i).

"**Rectification Period**" has the meaning given to it in section 23(a)(i).

"**Refund**" means the amount of a refund made by Merchant to a User on account of a previously completed Transaction with such User, without any deduction for any fees by the Payment Partners or the Financial Services Partner or such other third party fees assessed as part of the Refund.

"**Refund Invoice**" has the meaning given to it in the Moo-No Materials.

"**Person**" means any individual, corporation, partnership, trust, limited liability Moo-No, association, governmental authority or other entity.

"**Services**" has the meaning given to it in the Moo-No Materials.

"**Settlement Funds**" means the settlement amount received by Merchant from a Financial Services Partner on account of a Transaction (which settlement amount will be net of the fees charged by the Financial Services Partner) less the Fees payable to the Moo-No in connection with such Transaction and less any deductions due to Moo-No not previously processed.

"**Sub-merchant**" has the meaning set forth in Section 2(d).

"**Technology**" means a device provided by Moo-No to Merchant.

"**Transaction**" means an in-store, face-to-face (curbside), and online transaction with a Technology or other point-of-sale device (including those integrated with Moo-No's technology).

"**Use**" means to use and/or access the Services in accordance with this Agreement and the Documentation.

"**Users**" means the end-users who use Merchant services applicable to this Agreement.

EXHIBIT B – Settlement Addendum

1. Moo-No Payment Settlement.

(a) Settlement. Within 2 Business Days (which, for the purpose of this section, excludes Financial Services Partner's local country holidays for which an alert is posted on Moo-No Website) following the completion of a Transaction or as otherwise limited by the underlying agreement between the Authorized User and the Direct Financial Services Partner, Moo-No will either directly or through Moo-No's authorized providers (the "**Settlement Partners**") facilitate the remittance of the Settlement Funds for such Transaction to Authorized User's designated Financial Services Partner Account. All Settlement Funds and Refunds will be in U.S. dollars. Merchant acknowledges that Moo-No and/or Merchant may notify the Partner Financial Institution to void, cancel, or otherwise terminate a pending Settlement between the User and the Merchant for purposes of effectuating the Services contemplated in this Agreement. Moo-No is responsible for voiding or otherwise communicating with any Partner Financial Institution as necessary to effectuate the Services. Notwithstanding the forgoing, Moo-No shall not be liable for costs, fees or other expenses associated its failure to void the receipt of Settlement Funds. Further, Moo-No shall not be responsible to reimburse a User for any Settlement Funds received by Merchant.

(b) Refunds. If a User initiates a return of the amount of a refund made by a Merchant to a User on account of a previously completed Transaction with such User, without any deduction for any fees by the Partner Financial Institution Company or Fees by Moo-No ("**Refund**") prior to Authorized User receiving the Settlement Funds for the Transaction to which the Refund relates, then such Transaction will be deemed cancelled, and Moo-No will not be required to pay any Settlement Funds to Authorized User for such Transaction. If an Authorized User makes a Refund following Authorized User's receipt of the Settlement Funds relating to the Transaction to which such Refunds relate, then:

- Moo-No will pay such Refund to the Authorized User's designated User (provided that Moo-No, in its discretion, may require Authorized User to pay such amount to Moo-No prior to Moo-No initiating the Refund to the Authorized User);
- Moo-No may deduct the amount of such Refund from the next payment(s) of Settlement Funds payable by it to Authorized User until the full amount of such Refund has been recovered by Moo-No;
- if such Refund has not been completely recovered by Moo-No within thirty (30) days following the date that such Refund occurred, then Moo-No may issue an invoice (the "Refund Invoice") to Merchant, and Merchant will pay such invoice within 10 Business Days following its receipt of such invoice; and
- if Merchant does not pay the Refund Invoice, then Moo-No may collect such Refund recovery via ACH debits made in accordance with the ACH Authorization in the Merchant Application.

(c) Merchant and/or Authorized User Obligations. Merchant will (i) be solely responsible for any errors or inaccuracies in its banking information in Moo-No Materials or Authorized User and in any updated or new banking information provided by Authorized Users to Moo-No in writing; and (ii) releases Moo-No from all Claims that Authorized Users may suffer or incur as result of Moo-No relying upon such banking information including depositing Settlement Funds in Merchant Financial Services Partner Account.

(d) Moo-No Obligations. Moo-No is solely responsible for:

- providing Authorized User with the capability (i) to process transactions under the Services (ii) to access the Merchant Portal to view, sort, download in a format acceptable to Authorized User and useable with commercially-available software (such as Microsoft Excel)(the "**Usable Format**") all transaction data, including by way of example and not limitation, Authorized User Financial Services Partners historical usage, and store-specific data; and
- Upon receipt of transaction information regarding a proposed transaction from the Device Platform, Moo-No will communicate to appropriate Financial Services Partner for transaction approval.

(e) Merchant and/or Authorized User Obligations. Merchant is responsible for all other fees and charges in connection with the transfer of Settlement Funds to Merchant Financial Services Partner Account including those imposed by Merchant Financial Services Partner or any intermediary bank or other payment service provider used by or on behalf of Merchant or Merchant's Financial Services Partner in connection with the transfer of Settlement Funds to Merchant's Financial Services Partner Account.

(f) Reservation of Rights. Moo-No may restrict access to the Services or transmit instructions to the applicable Financial Services Partner to pause or reject a Transaction where required to comply with Applicable Law or Financial Services Partner rules.

(g) Refunds. Merchant is solely responsible for all refunds for goods or services sold by Merchant.

2. ACH Authorization.

(a) ACH Authorization. THIS SECTION PROVIDES AUTHORIZATION TO AUTOMATICALLY DEBIT MERCHANT or AUTHORIZED USER LINKED ACCOUNTS FOR ALL AMOUNTS YOU OWE UNDER THIS AGREEMENT. Moo-No may collect any amounts due from Merchant pursuant to this Agreement via ACH debits to Merchant's Financial Services Partner Account made in accordance with the ACH Authorization in this Section regardless of whether ACH debits by Moo-No was mentioned as a method of payment or collection from Merchant. Merchant authorizes Moo-No, or its assignees to collect amounts owed under this Agreement by debiting funds from the Merchant Accounts at depository institutions (including banks and credit unions) using ACH network governed by the rules established by NACHA. These debits are bound by NACHA rules for business-related ACH debits.

(b) Manner and Timing of Payment. Moo-No will debit Merchant Accounts for all amounts owed to us under this Agreement. If we cannot collect these amounts via ACH, Merchant agree to immediately pay all amounts owed as directed. Merchant also authorize Moo-No or its assignees to debit Merchant Account immediately, on any date, and without additional notice where (a) the total aggregate balance of Merchant Account is less than any balance minimums that we have communicated to Merchant or (b) we determine in our sole discretion that Merchant or Authorized User poses or may pose an unacceptable risk to Moo-No or identified third parties or no longer satisfy the underwriting criteria used to establish the spending limit for Authorized Users.

(c) Withdrawing Merchant Authorization. To withdraw the debit authorization from a Merchant Account, Merchant must provide us 30-day advanced notice and pay all amounts owed immediately, including Fees and other amounts. Withdrawal of a debit authorization does not terminate the Agreement or Merchant obligation to pay all amounts owed under this Agreement. Merchant will be responsible for all costs of collections and damages under this Agreement if amounts owed are not paid by Merchant as described in this Agreement.

3. Transaction Declines.

(a) Merchant acknowledges that a Financial Services Partner has the right to decline a Transaction for any reason including insufficient funds in the Authorized User's electronic wallet or suspected fraud. Moo-No is not liable to Merchant or Authorized User for any transactions, including payment of any Settlement Funds, which are declined, regardless of the reason, or for transactions which cannot be completed for any other reasons.

4. Financial Services Partner.

(a) Authorization. Merchant directly or on behalf of Authorized User authorizes the Direct Financial Services Partner to hold, receive, and disburse funds on Authorized User's behalf. Merchant directly or on Authorized User's behalf further authorizes Moo-No to instruct the Direct Financial Services Partner on how Merchant's Transaction should be disbursed to Merchant (such as by ACH credit transaction or sending Merchant a paper check payable to Authorized User) and the timing of such disbursements to the extent necessary to utilize the Services.

(b) Rules. Payment processing services for Authorized User are provided by the Direct Financial Services Partner pursuant to an agreement executed between the Direct Financial Services Partner Moo-No. As part of its obligations to Direct Financial Services Partner and Moo-No, Authorized User will not engage in any of the prohibited business practices as provided in this Agreement.

5. Unsupported Industries.

(a) Authorized User may not use the Services for the following businesses or business activities:

- adult entertainment-oriented products or services (in any medium including internet, telephone, or printed material);
- gambling or betting, including lottery tickets, auctions, sports-related gambling, casino gaming chips, off-track betting and wagers at races;
- sales of (i) firearms, firearm parts or hardware, and ammunition or (ii) weapons and other devices designed to cause physical injury;
- toxic, flammable and radioactive materials;
- prescription-only products including card-not-present pharmaceuticals;
- telemedicine and telehealth services;
- counterfeit or unauthorized goods;

- pyramid schemes and multi-level marketing;
- securities brokers, mortgage consulting or debt reduction services, credit counselling or repair, investment services, real estate opportunities, lending instruments and gold investment;
- financial institutions, money transmitters and money service businesses, check-cashing or cash back services, wire transfers, money orders, currency exchanges or dealers, bill-pay services, crowdfunding, insurance, bail bonds, collection agencies, law firms collecting funds for any purpose other than to pay fees owed to the firm for services provided by the firm;
- unauthorized virtual currency services, including non-compliant exchanges, mixers, privacy-enhancing protocols, or custodial wallets not supported by the applicable Financial Services Partner;
- internet/mail order/telephone order of age-restricted products (e.g., tobacco);
- fireworks and related goods;
- charities without proper registration;
- hate or harmful products;
- unfair, predatory, or deceptive practices; or
- any other products or services that are otherwise restricted by a Financial Services Partner.

Exhibit B

Service Levels

(a) Moo-No will facilitate management of complaints; provided, however that Merchant is solely responsible and liable for all end user and non-end User Complaints regarding all aspects of Merchant's Platform, technology and services, and the Services offered on Merchant's Platform. Moo-No may require Merchant to provide Moo-No with information it reasonably requests to address any complaint.

(b) Support. As part of its delivery of the Services, will comply with the following service standards.

SERVICE STANDARDS			
Metric Name	**Description**	**Performance Level**	**Remedy for Failure to Meet Performance Level**
Critical Support	Mission critical, without work around, preventing Merchant from conducting business with potential for financial or reputational loss	Within 2 hours of submission	Merchant will be credited $60.00 per failure in each calendar month to be applied to the following month's Moo-No Fee.
High Severity Support	Merchant's normal business operations are impacted, but a work around solution is available	If submitted between Monday at 8am EST and Friday at 6pm EST, within 12 hours of submission If Submitted between Friday 6:00 PM EST and Monday 8:00 AM EST, within 4 hours of the first Business Day following submission	Merchant will be credited $30.00 per failure in each calendar month to be applied to the following month's Moo-No Platform Fee
Standard Support	Merchant's normal business operations are not impacted	Within 2 Business Days of submission	Merchant will be credited $10.00 per failure in each calendar month to be applied to the following month's Moo-No Platform Fee
Moo-No API Availability	Actual Availability of API services to accept and	98%	Merchant will be credited $50.00 per hour (prorated

	respond to API calls		to the nearest minute) of unavailability of services below the Service Level to be applied to the following month's Moo-No Platform Fee

(c) Definitions

"**Availability**" means the ability of a system to access the applicable Services. The Services are unavailable if they are unreachable for a system or user, excluding System Maintenance.

"**System Maintenance**" means all routine, scheduled maintenance, all testing periods and all maintenance which falls outside of the regularly planned maintenance window, in each case as related to performance and security of the Moo-No systems.

(d) Remedies. The maximum credit available to Merchant in each calendar month for failure to meet service level equals the Moo-No Platform Fee. Merchant may terminate this Agreement on thirty (30) days' written notice to Moo-No if in any calendar month Moo-No fails to meet:

- 2 or more Level 1 Service Standards,
- 3 or more Level 2 Service Standards,
- 5 or more Level 3 Service Standards, or
- if Moo-No does not meet the Level 4 Service Level Standard for three (3) consecutive calendar months.

(e) Exclusions. Moo-No is not responsible for failure to meet a Service Level to the extent that such failure is directly attributable to, or Moo-No's performance is materially limited by:

- Merchant (or Merchant's agent or third-parties) acts, errors, omissions or breaches of this Agreement,
- Failure or omission of Merchant (or Merchant's agent or third parties) including, but not limited, to Merchant's equipment, software, or other technology and/or Merchant's third-party equipment, software or other technology,
- Service or resource reductions requested by Merchant and approved by Moo-No,
- When Services or access to the Moo-No Platform are suspended by Moo-No as provided in this Agreement, or
- Due to any event of Force Majeure.

(f) Incident Reports. Merchant is responsible for notifying Moo-No of any case in which Moo-No has not complied with the Service Levels within 2 Business Days of such failure, pursuant to which Moo-No will apply the applicable credit to the following month's Moo-No Platform Fee.

(g) Merchant Service Levels. Merchant will resolve, via the Dashboard and the APIs, any issue arising on the Merchant Platform that restricts End User access to funds within one (1) Business Day from the receipt of an inquiry by the End User.

Prior to offering the Services to End Users, Merchant will have a support system in place to handle End User communications and Complaints (i) related to the Program and/or Services, which will be forwarded to Moo-No through the ticketing system and the resolutions thereof communicated by Merchant to Moo-No and back to End Users, and (ii) unrelated to the Program or Services which are the sole responsibility of Merchant with respect to resolution and End User communication.