



Mesh Payment Processing Addendum

This payment processing addendum (the “**Addendum**”) is between **Mesh Pay US Inc.**, having an address at 1350 Broadway, 24th Floor, New York, NY 10018 US (“**Mesh**”), “**User**” (defined below) and “**Third-Party Funder**” (defined below) and effective as of the Addendum Effective Date indicated below.

The undersigned agree as follows:

- 1. Card Program Terms.** The parties acknowledge that (i) User and Mesh accepted the Mesh Terms of Use at <https://meshpayments.com/terms-of-use>, or as otherwise agreed in writing, the Mesh Privacy Policy at <https://meshpayments.com/privacy-policy>, the Mesh Cookie Policy at <https://meshpayments.com/cookie-policy>; and (ii) User and a card issuer or other financial institution (“**Issuer**”) are parties to a Cardholder Agreement at <https://meshpayments.com/cardholder-agreement> (the “**Cardholder Agreement**”) (all such terms together, the “**Program Terms**”). Capitalized terms used in this Addendum are as defined in the Program Terms.
- 2. Payment Processing by Mesh for User.** As an additional Mesh Service, Mesh shall perform payment processing services for User consisting of Mesh serving as an agent of User to receive payments from Third-Party Funders. User appoints Mesh as its agent to receive payments from Third-Party Funders. User represents that all funds received by Mesh under this Addendum constitute payment by the Third-Party Funder for goods or services sold or supplied by User to the Third-Party Funder (e.g. inter-company services). When Mesh receives funds from a Third-Party Funder under this Addendum, User releases the Third-Party Funder from liability to the User for the amount received. Third-Party Funder can enforce this Addendum versus User if the User attempts to collect a duplicate payment on a given transaction payment already made to Mesh. When Mesh has received settlement of payment processing service funds from a Third-Party Funder, no delay in settlement by Mesh on a given payment processing service transaction to User, for any reason, including seizure of Mesh assets or bankruptcy of Mesh, will entitle User to collect any amount from a Third-Party Funder that was settled to Mesh. Mesh shall settle funds received under this Addendum to the Issuer, for credit to the User’s Balance.
- 3. Approved Source Account.** User shall identify a bank account from which payment processing service funds will be sent to Mesh (when approved by Mesh, an “**Approved Source Account**”). If funds are sent from an account that is not the Approved Source Account, Mesh may delay processing, return or block them, at its discretion. Third-Party Funder represents and warrants that it owns and has full authority to use the Approved Source Account for the purposes contemplated by this Addendum.
- 4. Returns, Chargebacks, and Refunds.** Mesh shall process returns, chargebacks, and refunds in accordance with the Program Terms. User acknowledges and agrees that any request for returns or refunds by a Third-Party Funder must be directed to Mesh, and Mesh shall have sole discretion in processing such requests. Mesh will notify User of any chargebacks or refund requests received, and User shall cooperate with Mesh in resolving any disputes related thereto. User agrees that Mesh’s decision regarding the resolution of any chargeback or refund request shall be final and binding. Mesh shall not be liable for any losses incurred by User or Third-Party Funder resulting from the processing of returns, chargebacks, or refunds, nor shall Mesh be required to refund any fees collected under this Addendum.
- 5. Reporting.** User and Third-Party Funder authorize Mesh, as User's agent, and Issuer to share and transfer information concerning Cards, Balance, and funds from the Approved Source Account to, from and amongst the parties to this Addendum and as otherwise permitted under the Program Terms. Third-Party Funder and User shall address all requests for information to only Mesh and not to Issuer. Third-Party Funder agrees to receive correspondence by electronic means.
- 6. Indemnity and Limitation of Liability.** User and Third-Party Funder shall indemnify and hold Mesh, Issuer and their respective Affiliates harmless from and against, any and all losses, direct or indirect, including but not limited to attorneys’ fees, which they may suffer or incur as the result of: (i) breach hereof by Third-Party Funder or User; (ii) any dispute between Third-Party Funder and User or between either of them and any third party; and (iii) any Third-Party Funder act or omission. Mesh, User and Third-Party Funder liability and limitations thereon under this Addendum shall be governed by the Program Terms, where Third-Party Funder shall have same rights and obligations as User (without duplication) except that Third-Party Funder is not a Cardholder.
- 7. Compliance.** In order to assist Mesh and Issuer in complying with their anti-money laundering policies, risk mitigation policies and Applicable Laws, User and Third-Party Funder shall provide, within five (5) business days of request, such information as Mesh or Issuer may reasonably request including but not limited to identifying information, beneficial ownership information and confirmation of Third-Party Funder rights in the Approved Source Account from the bank holding such account.
- 8. Confidential Information.** As between Mesh on the one hand and User and Third-Party Funder on the other hand, information shall be protected as per the Program Terms, where Third-Party Funder shall have the



same rights and obligations as User.

9. **Term.** This Addendum shall automatically terminate on termination of the Cardholder Agreement or the Mesh Terms of Use. Any party may terminate this Addendum at any time for any reason or for no reason by sending an email notice to the other parties hereto as per the contact information provided on the Site or through the Account.

10. **General.** On execution of this Addendum, the Third-Party Funding Addendum between the User Mesh and one or more Third-Party Funders is terminated by mutual agreement. Third-Party Funder agrees to all the Program Terms other than the Cardholder Agreement and shall be jointly and severally liable thereunder with User. Mesh's obligations hereunder are limited to those of a payment processor and agent for User. Third-Party Funder is not a Cardholder and shall not exercise any rights of User under the Cardholder Agreement. The terms set forth herein may be amended: (i) by written agreement of the parties to this Addendum; or (ii) by Mesh if required by Issuer or Applicable Law. Mesh will endeavor to provide User with prior written notice of such changes, but failure to do so shall not affect the validity of such changes. This Addendum is governed by the laws of the State of New York. Any dispute arising hereunder shall be settled as per the dispute settlement mechanism in the Mesh Terms of Use. The parties hereby waive the right to a trial by jury.

The parties have signed this Payment Processing Addendum as of _____ (“Addendum Effective Date”):

<p>User:</p> <p>_____</p> <p>Signature:</p> <p>_____</p> <p>Name: Title: Date:</p>	<p>Third-Party Funder:</p> <p>_____</p> <p>Signature:</p> <p>_____</p> <p>Name: Title: Date: Address: Jurisdiction of Incorporation:</p>
<p>MeshPay US Inc.</p> <p>Signature:</p> <p>_____</p> <p>Name: Title: Date:</p>	