FORM RESELLER AGREEMENT

This Reseller Agreement (the "Agreement") is effective as of _____________ (the "Effective Date") between Round 2 POS, Inc., a Pennsylvania corporation, with an address at 230 Executive Drive, Suite 120, Cranberry Twp., PA 16066 ("Round 2"), and ______________________________, a ______________________________, with an address at ____ ("Reseller"). Round 2 and Reseller are each a "Party" and together the "Parties." Capitalized terms not defined in the body of this Agreement are defined in Appendix 1.

Round 2 provides point-of-sale software, online ordering, cloud services, related Products, and Merchant Services through its Payment Processor and sponsor banks. Reseller wishes to market, sell, install, and support those offerings for approved Merchants. The Parties therefore agree as follows:

1. APPOINTMENT AND RELATIONSHIP

1.1 Appointment. Round 2 appoints Reseller as a non-exclusive reseller of the Products and Merchant Services. Round 2 may sell directly and appoint other resellers.

1.2 Independent Business. Reseller is an independent contractor, controls its own business and merchant pricing, and is responsible for its employees, contractors, taxes, and expenses. Reseller may not bind Round 2, change Round 2's terms, or make promises for Round 2 without written approval.

1.3 No Territory or Exclusivity. No territory, merchant, lead, or opportunity is exclusive unless Round 2 agrees otherwise in writing.

2. SALES, MERCHANT BOARDING, AND PROCESSING

2.1 Responsible Sales. Reseller will market the Products and Merchant Services professionally and lawfully, use only approved claims and materials, accurately describe functionality and pricing, and promptly tell Round 2 about material merchant complaints or suspected fraud. Reseller will not promise custom development, unapproved functionality, or support obligations for Round 2 without Round 2's prior written consent.

2.2 Required Merchant Documents. Reseller will use only the then-current application and agreement forms designated by Round 2 or the Payment Processor. Before activation, Reseller will ensure each Merchant: (a) provides complete and accurate underwriting and order information, including financial statements, processing statements, corporate documents, and other information reasonably requested; (b) signs the applicable Merchant Agreement; and (c) accepts Round 2's then-current approved form of Order Form, End User License Agreement ("EULA"), Merchant Terms and Conditions of Use, Privacy Policy, and any other Merchant terms reasonably required for the Products or Merchant Services. Online ordering and gift cards are governed by Sections 35 and 9, respectively, of the Merchant Terms and Conditions of Use, and no separate merchant-facing online ordering agreement is required or used. Reseller may not change or waive those documents. Where a Merchant selects online ordering, Reseller will ensure at installation that Round 2's then-current Online Ordering Terms of Use and Privacy Policy are displayed to the Merchant's customers as Round 2 makes them available, unaltered; those Terms of Use are an agreement between Round 2 and the Merchant's customers and give the Merchant and Reseller no rights.

2.3 Merchant Verification. Reseller will verify that each prospective Merchant is a bona fide business and confirm its identity and physical business location using the procedures Round 2 or its Payment Processor provides. An on-site visit is always required for a brick-and-mortar business and must reasonably confirm its facilities, equipment, inventory, and required licenses or permits. Reseller will timely submit any required inspection report and promptly disclose information reasonably relevant to creditworthiness, fraud, legality, or underwriting. Reseller will not submit false, incomplete, misleading, prohibited, or suspicious applications. Reseller may use a third-party inspection vendor acceptable to Round 2 and the Payment Processor, but remains fully responsible for the inspection and the report.

2.4 Required Processing. Each Merchant using the Products must use Merchant Services through Round 2's designated Payment Processor, unless Round 2 agrees otherwise in writing. Round 2 may change the designated Payment Processor or sponsor bank, and a change does not require an amendment to this Agreement. Reseller will not direct or help a Merchant to bypass that relationship. Round 2, the Payment Processor, and the applicable sponsor bank may approve, reject, suspend, or terminate a Merchant or require additional information. Reseller will use reasonable efforts to help Merchants comply with their Merchant Agreements and assist Round 2 and its Partners in collecting amounts Merchants owe, and provide any other reasonable assistance requested by Round 2 or its Payment Processor.

2.5 Card-Brand Status. Reseller will obtain and maintain the registration and authorization required under Section 2.6 to market payment services under its own name. Until that registration is effective, and at any time it is not, Reseller will market payment services only under the brand and in the manner Round 2 approves. Reseller will not use Card Brand marks except as permitted.

2.6 Processor and Bank Approval. Reseller and each proposed Sub-Reseller will timely complete and sign all registrations, disclosures, background checks, certifications, direct agreements, and other paperwork required by Round 2, the Payment Processor, a sponsor bank, or a Card Brand; obtain and maintain all required approvals and registrations; comply with renewal and reporting requirements; and pay registration or renewal fees attributable to it. Neither may market, solicit, board, or support Merchant Services until all required approvals are effective. Reseller will give Round 2 prior written notice of a proposed material ownership or control change.

2.7 Merchant Agreements and Processing Records. A separate agreement between Reseller or a Sub-Reseller and a Merchant may cover Products, hardware, installation, support, and other services outside the processing program, but may not govern participation in Merchant Services, change the Merchant Agreement, or conflict with this Agreement or the Round 2 Agreements. Each such agreement must: (a) protect Round 2 and its Partners from liability for Merchant losses except to the extent directly caused by Round 2's gross negligence or willful misconduct; (b) require the Merchant to indemnify Round 2 and its Partners for losses arising from the Merchant's business, conduct, data, employees, customers, or violation of law; and (c) identify Round 2 and its Partners as intended third-party beneficiaries. Merchant Applications, Merchant Agreements, processing accounts, and processing records belong to the Payment Processor or sponsor bank as applicable and may not be sold, assigned, pledged, or transferred by Reseller. Reseller will provide its form Merchant agreement on request and make reasonable changes Round 2 requires.

2.8 Applicant Charges. Before collecting an application, boarding, or similar charge, Reseller will clearly disclose the charge in writing and timely provide any refund required by applicable law, the Merchant Agreement, or Round 2 or Payment Processor policy.

2.9 Compliance Programs. Reseller will enroll or assist Merchants in any PCI, tax-reporting, Card Brand, or other compliance-management program designated by Round 2 or a Partner; follow related procedures; deliver required notices; and not interfere with fees, validation, reporting, reserves, holds, or other compliance measures applied under the Merchant Agreement.

2.10 Order Form Submission and Acceptance. Reseller will submit each completed Order Form to Round 2 and will ensure it records the Merchant's licensed locations, POS terminal and authorized end user counts, the modules and options selected, and whether and how the Reseller is providing the hardware to the Merchant. Until Round 2 accepts an Order Form, Reseller will not represent to a Merchant that the Merchant is boarded, that any module or option is included, or that any provision of the Merchant Terms and Conditions of Use conditioned on the Purchase Order applies. Reseller will not use its own order form in place of Round 2's unless Round 2 approves that form in writing.

3. INSTALLATION, SUPPORT, AND HARDWARE

3.1 Reseller Responsibilities. Unless Exhibit B states otherwise, Reseller is the merchant's first line of support and is responsible for site readiness, compatible hardware, staging, installation, configuration, training, routine service, and timely escalation to Round 2. Reseller will maintain personnel reasonably capable of performing those duties.

3.2 Hardware. Except for payment devices designated by Round 2, Reseller selects and supplies hardware under its own merchant agreement and at its own risk. Round 2 may test proposed hardware for compatibility, but testing is not a warranty of present or future compatibility.

3.3 Sub-Resellers and Contractors. Reseller may use ordinary employees and contractors in its business for work that does not involve Merchant Services, processor-system access, or Merchant data, but may not appoint a Sub-Reseller, use any contractor for Merchant Services activity, or allow another business to sell under this Agreement without Round 2's prior written approval and all approvals required under Section 2.6. Before a Sub-Reseller or contractor performs duties or receives access under this Agreement, Reseller will enter into a written agreement containing the same or substantially similar applicable terms, including compliance with Laws, Card Brand rules, confidentiality, security, audit, indemnity, and a prohibition on creating obligations for Round 2 or any Partner. Reseller remains fully responsible for their acts and omissions and will provide the agreement on reasonable request.

3.4 Personnel and Training. Reseller will reasonably train personnel involved in sales, boarding, installation, support, or Merchant Services; use only training and processing-marketing materials approved by Round 2 or its Partners; and certify completion on request. Reseller will conduct lawful background checks, including credit and criminal checks where permitted, for personnel with sales, processor-system, sensitive-data, or Merchant-premises access. At the end of each calendar quarter, and at any other time upon reasonable request, Reseller will provide current lists of relevant personnel, Sub-Resellers, contractors, and sales locations.

3.5 Gift Card Program. Reseller will use, and will present and offer to each Merchant, only the gift card program of the Gift Card Provider, and will not market, resell, refer, recommend, bundle, integrate, configure, or facilitate any other gift card or stored-value program for use with the Products, or assist a Merchant in doing so. Reseller will ensure that each Merchant enters into and maintains a direct agreement with the Gift Card Provider before using gift cards with the Products; neither Round 2 nor Reseller is a party to that agreement. Reseller has no authority to bind Round 2 or the Gift Card

Provider, to modify a Merchant's agreement with the Gift Card Provider, to quote or commit to gift card pricing, fees, card supply, service levels, or availability, or to make any representation or warranty about the program or about the accuracy, availability, or security of gift card balances or data. Reseller will not state or imply that Round 2 issues, sells as principal, sponsors, guarantees, administers, or is responsible for the program, any gift card, or any card balance, or that any gift card is a Round 2 product. Reseller will not advise a Merchant on whether a gift card, card design, disclosure, fee, or expiration setting complies with 12 C.F.R. § 1005.20, the Electronic Fund Transfer Act, Regulation E, or any state gift card, unclaimed property, escheat, or tax Law, and will direct every such question to the Merchant's own counsel or to the Gift Card Provider. Reseller is the Merchant's first-line contact for gift card questions and will direct every gift card inquiry, dispute, and claim to the Gift Card Provider except for an issue Round 2 determines is caused by the Products. Any assistance Round 2 gives in receiving, relaying, or escalating a gift card matter is an accommodation only; it creates no duty, undertaking, standard of care, service level, or agency, regardless of whether Round 2 has given that assistance before or gives it regularly, and Round 2 may decline or discontinue it at any time. Round 2 may change, add, or discontinue the designated Gift Card Provider at any time, and upon notice Reseller will cease offering the prior program, transition to the designated provider, and reasonably assist Round 2 in notifying affected Merchants, in each case subject to the Merchants' own obligations to the prior provider; Round 2 has no liability to Reseller for lost, reduced, or discontinued compensation resulting from that change. Any compensation payable to Reseller in respect of the gift card program is part of Reseller's residuals and is subject to Sections 4.5 and 4.8 through 4.12.

4. PRICING, RESIDUALS, AND AMOUNTS OWED

4.1 Exhibit A Pricing and Cost Sheet. Exhibit A states Round 2's fees and other charges, the Processing Volume thresholds for each pricing tier, and the residual split applicable to each tier. This Section 4 governs how Reseller's tier is determined and how residuals and splits are determined and administered.

4.2 Annual Tier and Residual Split Determination. A single pricing tier applies to Reseller at any time. From the Effective Date through December 31 of the calendar year in which the Effective Date occurs, the initial tier identified in Exhibit A applies, as may be prorated or altered by mutual written agreement. Beginning on the next January 1, and on each January 1 thereafter, Round 2 will determine Reseller's tier for that calendar year using Reseller's Annual Net Boarded Processing Volume ("ANBPV") for the immediately preceding calendar year and the tier thresholds stated in Exhibit A. The resulting tier applies for the entire calendar year and is not adjusted during that year because Processing Volume rises or falls, unless the Parties agree otherwise in writing.

4.3 Calculation and Notice. ANBPV is calculated from the Payment Processor's records and equals the aggregate Processing Volume generated during the applicable calendar year by Merchant accounts attributed to Reseller that were boarded, accepted, and installed during that calendar year, net of refunds, returns, chargebacks, reversals, and losses. Round 2 will notify Reseller of its annual tier no later than delivery of the first monthly residual report for that calendar year. Payment Processor records control absent manifest error.

4.4 Other Pricing and Fee Flow. Reseller controls its pricing for hardware, installation, support, and other non-processing services, subject to this Agreement, and is entitled to the Reseller share identified in Exhibit A or otherwise approved by Round 2. Round 2 controls pricing for the Products and services it provides. Merchant Services pricing and processing-related fees remain subject to approval or change by Round 2, the Payment Processor, or sponsor bank. The Parties may arrange for disclosed recurring non-processing fees to be combined into a single aggregate amount and included in merchant-setup information for collection through an available Payment Processor billing method. If collected and remitted to Round 2, Round 2 will retain its share and remit the Reseller share shown in Exhibit A or otherwise agreed in writing. This is an administrative collection arrangement only and does not make non-processing fees processing fees, subject them to the Merchant Agreement, or make Round 2 the provider, owner, lessor, or warrantor of Reseller-provided Hardware or services.

4.5 Adjustments and Setoff. Round 2 may at any time, without prior notice or demand and without judicial process, withhold, set off, recoup, net, deduct, or recover from any amount otherwise payable to Reseller or any Reseller Affiliate any Reseller Obligation, including chargebacks, fraud losses, Payment Processor or Card Brand assessments, fines and non-compliance charges, unpaid fees, hardware and equipment charges, advances, draws, signing or conversion payments and other amounts repayable or unearned, Merchant losses and negative balances attributable to Reseller, uncollected Merchant receivables Reseller bears, reasonable security-incident costs, PCI compliance-program and non-validation fees charged to Round 2 for Merchants attributed to Reseller, amounts Round 2 pays or credits to a Merchant or a Merchant's customer arising from Reseller's act, omission, misrepresentation, or breach, Reseller's indemnity obligations under Section 9, Round 2's reasonable costs of collection including attorneys' fees, and interest under Section 4.11. "Reseller Obligation" means any amount, liability, or obligation of any kind now or later owing to Round 2 by Reseller or any Reseller Affiliate, whether arising under this Agreement or otherwise, and whether direct or indirect, absolute or contingent, liquidated or unliquidated, matured or unmatured, disputed or undisputed. Round 2 need not first liquidate, quantify with precision, reduce to judgment, prove, or await the maturity of a Reseller Obligation before exercising this right, and may apply Reseller Obligations of a Reseller Affiliate against amounts owing to Reseller and vice versa, mutuality of parties and of obligations being waived. Round 2 will report each deduction on the residual report for the period in which it is taken and will provide reasonable supporting detail on request, except where restricted by law or a third party; a failure or delay in reporting does not invalidate or waive the deduction. The rights in this Section 4 are in addition to, and not in limitation of, every other right and remedy of Round 2 at law, in equity, or under this Agreement, including any common-law right of setoff or recoupment, and no failure or delay in exercising them is a waiver.

4.6 Payment Questions. Reseller must notify Round 2 in writing, in reasonable detail, of a good-faith payment dispute within sixty (60) days after receiving the applicable report or payment. Absent that notice, the report or payment is conclusive and binding on Reseller and Reseller waives any claim relating to it. A dispute does not excuse payment of undisputed amounts and does not suspend, delay, or limit Round 2's exercise of its rights under Section 4.5 or Sections 4.8 through 4.11. Reseller is responsible for its taxes.

4.7 Residuals and Continuing Processing Obligations. Termination does not by itself end residual payments on Merchant accounts that continue to process through Round 2's Payment Processor. Subject to this Agreement, Round 2 will continue paying the applicable residuals for so long as those accounts continue processing and Round 2 continues receiving the related revenue. However, if the aggregate Processing Volume attributable to Reseller is less than $50,000 in any calendar month, no residual is payable for that month, and the excluded amount does not accrue or carry forward. For so long as any Merchant account attributed to Reseller continues processing or Reseller receives any residual, all of Reseller's obligations relating to Merchant Services, processing compliance, Card Brand rules, Payment Processor and sponsor-bank requirements, confidentiality, data security, indemnification, records, audits, and amounts owed continue notwithstanding termination.

4.8 Nature of Residuals; No Trust. Residuals are contractual compensation payable by Round 2 to Reseller, calculated by reference to revenue Round 2 actually receives from the Payment Processor. They are not a distribution or payment over of funds belonging to Reseller. All amounts Round 2 receives from the Payment Processor are Round 2's sole property upon receipt, and Round 2 holds no such amount in trust, as agent, as bailee, or in any fiduciary or custodial capacity for Reseller. Reseller has no right, title, interest, lien, or security interest in any such amount, in any account into which it is deposited, or in any Merchant account, residual stream, or portfolio, and Round 2 need not segregate any such amount. Reseller's sole right is the contractual right to be paid residuals when and as they become due. Reseller will not assign, pledge, encumber, factor, sell, or grant any security interest in its residuals or in any right to receive them without Round 2's prior written consent; any purported transfer without that consent is void, Round 2 may continue to deal with Reseller as sole owner, and Reseller will not file, and will promptly cause the termination of, any financing statement purporting to cover them.

4.9 Reserve. Round 2 may establish and maintain a reserve by withholding all or part of any residual otherwise payable, in an amount Round 2 reasonably determines necessary to secure Reseller Obligations that are contingent, unliquidated, anticipated, or reasonably likely to arise, including anticipated chargebacks, Merchant losses, Card Brand or Payment Processor exposure, equipment recovery, and indemnity claims. Round 2 will notify Reseller of the establishment of a reserve and its general basis. Amounts held in reserve remain Round 2's property under Section 4.8, need not be segregated, and bear no interest for Reseller's account. Round 2 will release any portion it determines is no longer required, and will release the balance, less Reseller Obligations then outstanding or reasonably anticipated, no later than twelve (12) months after the later of termination of this Agreement and the date the last Merchant account attributed to Reseller ceases processing. Section 11.2 continues to govern whether a reserve may be required solely because cyber insurance is unavailable.

4.10 Clawback. If any amount on which a residual was calculated is later reversed, reduced, recaptured, charged back, offset, or disgorged, or was calculated on a transaction, Merchant, or account later determined to have been fraudulent, misrepresented, duplicated, improperly boarded, or boarded or maintained in breach of this Agreement, the corresponding portion of the residual is immediately repayable to Round 2, is a Reseller Obligation, and may be deducted under Section 4.5 or demanded in cash at Round 2's election. This Section applies whether the residual was paid before or after the event giving rise to the reversal and whether or not this Agreement has terminated.

4.11 Negative Balance; Direct Payment; No Setoff by Reseller; Interest. If Reseller Obligations exceed the residual available for any period, the excess carries forward and is deducted from subsequent residuals until satisfied, and is also immediately due and payable in cash upon Round 2's demand without regard to whether any future residual arises. Reseller's obligation to pay the excess is absolute and is not limited to, or conditioned on the existence or sufficiency of, any future residual, including where no residual is payable because Processing Volume is below the threshold in Section 4.7 or because residual payments have ceased. Round 2 may also collect the excess by ACH debit of any Reseller account on file, and Reseller authorizes that debit and will maintain a current authorization and current account information with Round 2. Reseller will pay every amount owing to Round 2 in full, without setoff, recoupment, deduction, withholding, abatement, or counterclaim of any kind. Any amount not paid when due accrues interest from the due date at the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by applicable Law. Any amount Reseller collects from a Merchant that is owed to Round 2 or a Partner is received in trust for Round 2 or that Partner, will be remitted promptly, and until remitted is a Reseller Obligation.

4.12 Residuals After Termination for Cause. Notwithstanding Section 4.7, no residual accrues or is payable for any period after the effective date of a termination by Round 2 under Section 12.2 for Reseller's fraud, unlawful conduct, uncured material breach, Card Brand violation, or loss of an approval required under Section 2.6. Termination under this Section 4.12 does not relieve Reseller of any Reseller Obligation, and Round 2 retains its rights under Sections 4.5 and 4.8 through 4.11, including the right to demand payment in cash, until every Reseller Obligation is satisfied in full.

5. COMPLIANCE

5.1 General. Each Party will comply with laws that apply to its own business and performance. Reseller will also follow applicable Card Brand rules, processor and sponsor-bank requirements, PCI DSS obligations applicable to its activities, Round 2's reasonable written program requirements, and the prohibited-transactions list in Exhibit D. Round 2 may update program requirements when reasonably needed for law, security, processor, sponsor-bank, or Card Brand requirements.

5.2 Merchant and Marketing Conduct. Reseller is responsible for its sales and marketing communications, including compliance with do-not-call, call-recording, email, and text-message laws. Reseller will maintain evidence of consent where legally required and will not make a communication appear to come from Round 2 without approval.

5.3 Records and Audits. During the Agreement and for two (2) years afterward, Reseller will keep records reasonably sufficient to show compliance. Reseller will provide relevant Merchant, sales, compliance, and personnel records within seven (7) business days after a reasonable request, within three (3) business days when the request comes from or relates to a Partner, Card Brand, or governmental or regulatory body, or sooner when urgent risk requires. Round 2 and its Partners may review relevant records, systems, and locations on reasonable notice, or promptly after a suspected incident or material concern. Reseller will correct material deficiencies and pay reasonable audit or investigation costs caused by its or its downstream parties' acts or omissions. Round 2 may request reasonable financial information when needed to evaluate credit, solvency, or compliance risk.

5.4 Reasonable Assistance. Reseller will, upon reasonable request, timely assist Round 2 and its Partners in investigating, correcting, or resolving any Merchant, processing, compliance, audit, regulatory, Card Brand, security, fraud, collection, or operational issue related to Reseller, a Sub-Reseller, a contractor, or a Merchant. This includes providing relevant information, contacting Merchants, completing required forms, and taking reasonable corrective action.

5.5 Dual Pricing and Cash Discount Programs. Reseller will not represent, state, or imply that a dual pricing, cash discount, or similar pricing program complies with any Law or Card Brand rule, that it is permitted in a Merchant's state, or that Round 2 or any Partner has reviewed, approved, or registered it. Reseller will use any materials Round 2 approves for such programs, where Round 2 has approved materials for them, unaltered. Reseller may supply its own materials only if they do not state or imply

that a program complies with any Law or Card Brand rule or is permitted in any state, identify Reseller and not Round 2 as their source, carry a conspicuous statement that they are general information and not legal or compliance advice, and are provided to Round 2 on request. Reseller will not use Round 2's name or marks on any such material without Round 2's prior written approval. Reseller will not design, set, or approve a Merchant's prices, price displays, signage, receipts, or program settings; where Reseller configures the Products at a Merchant's direction, Reseller will record that direction in writing and will confirm to the Merchant that the Merchant is responsible for verifying the configuration. Reseller will not configure or enable any program that adds a separate fee, percentage, or line item to a card transaction, or that adds a surcharge, fee, or percentage to a debit card or prepaid card transaction. Reseller will not advise a Merchant whether to charge debit card transactions at the card price or at the cash price; that is the Merchant's decision. Reseller will direct every question about the legality of a program, about state law, and about registration or notification requirements to the Merchant's own counsel and to the Merchant's acquirer. Any assistance Round 2 gives regarding such a program is an accommodation only and creates no duty, undertaking, standard of care, or advisory relationship.

6. DATA SECURITY, PRIVACY, AND BIOMETRICS

6.1 Use of Data. Reseller may access merchant, customer, employee, Round 2, or payment data only as needed to perform this Agreement and may not sell it, use it for unrelated marketing, use it to train a general-purpose AI model, or disclose it except to approved personnel and vendors who need it and are bound to protect it. Reseller will securely return or destroy it when no longer needed, subject to legal retention requirements.

6.2 Minimum Safeguards. Reseller will maintain safeguards reasonable for its size, access, and risk. At a minimum, Reseller will:

- designate a person responsible for security and maintain a short written security and incident-response plan;
- use multi-factor authentication for email, remote access, administrative access, and systems holding sensitive information;
- use unique accounts, strong passwords, current anti-malware, timely security updates, encryption in transit and where reasonably available at rest, and tested backups;
- limit access to people who need it, remove access promptly when they leave or change roles, and give periodic security training;
- use reasonable written security obligations with vendors that can access protected data;
- follow PCI DSS and Round 2's remote-access and payment-device instructions; and
- limit processor-system credentials to authorized users, promptly disable access when authority ends, protect all information accessed, and immediately report unauthorized access or information received in error.

6.3 Keep Card Data Out of Scope. Because the Products use a semi-integrated payment design, Reseller will use only payment devices and configurations approved by Round 2. Reseller will not store full card numbers, PINs, security codes, or magnetic-stripe data; ask anyone to send card data by text, email, chat, or support ticket; route card data through the POS or Reseller's systems; or use shared or default remote-access credentials.

6.4 Security Incidents. Reseller will notify Round 2 without unreasonable delay, and no later than twenty-four (24) hours after discovering a reasonably suspected unauthorized access, disclosure, loss, ransomware event, credential compromise, or other incident affecting Round 2 systems or data, merchant data, personal information, or card data. Reseller will promptly contain and investigate the incident, preserve evidence, provide material updates, cooperate with Round 2 and affected partners, and not identify Round 2 publicly unless legally required. Reseller is responsible for reasonable, documented response costs to the extent the incident was caused by Reseller or those for whom it is responsible.

6.5 Privacy Requests. Reseller will promptly forward privacy requests and regulatory inquiries relating to Round 2 or the Products and reasonably assist Round 2 in responding. Reseller will not retain personal information longer than reasonably needed for its work or as required by law.

6.6 Biometric Features. Before enabling or enrolling anyone in a fingerprint or other biometric feature, Reseller will confirm that the merchant has received Round 2’s then-current biometric compliance materials and is bound by Section 9 of the EULA, under which the merchant agrees to: give all required notices; obtain required written consents before collection; adopt, make available, and follow a lawful written retention and destruction policy; protect the data; and not sell or otherwise profit from it. Reseller will not bypass Product consent or deletion controls and will promptly disable the feature if it learns the merchant is not complying.

6.7 Suspension. If Round 2 reasonably believes Reseller’s access creates a material security, privacy, fraud, or compliance risk, Round 2 may temporarily limit access or new merchant boarding while the issue is investigated and corrected. Round 2 will act reasonably and restore access when the material risk is resolved.

7. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

7.1 Confidential Information. Each Party will protect the other Party’s nonpublic business, technical, pricing, security, merchant, and personal information using reasonable care, use it only for this relationship, and disclose it only to people who need it and are bound to protect it. These duties do not cover information lawfully public, already known without restriction, rightfully received from another source, or independently developed. Legally compelled disclosure is permitted after notice where lawful.

7.2 Duration. Confidentiality duties last five (5) years after termination; duties for trade secrets, card data, credentials, and personal information last as long as the information remains protected by law or its nature.

7.3 Ownership and License. Round 2 owns the Products, software, documentation, trademarks, improvements, usage data, and related intellectual property. During the Agreement, Round 2 grants Reseller a limited, non-exclusive, revocable, non-transferable right to market and support the Products and use approved Round 2 materials for that purpose. Reseller may not copy, reverse engineer, modify, create derivative works from, remove notices from, or permit unauthorized access to the Products.

7.4 Marks, Marketing, and Publicity. Reseller may identify itself as an authorized Round 2 reseller and use only marks and processing-related marketing or training materials approved by Round 2 or its Partners. Reseller will accurately disclose the parties to the Merchant Agreement; will not imply Card Brand membership or endorsement, authorize others to use Partner marks, or use Partner marks on business cards or letterhead unless approved; and will submit proposed processing materials at least ten (10) days before intended use when requested. Upon termination or instruction, Reseller will promptly stop the applicable use and remove references from websites and materials. Reseller will not issue publicity about its processing relationship without Round 2's written approval. Associated goodwill belongs to the mark owner. Round 2 may use feedback without restriction or payment.

8. WARRANTIES AND PRODUCT DISCLAIMER

8.1 Mutual Authority. Each Party represents that it has authority to enter this Agreement.

8.2 Reseller Promises. Reseller represents that it will perform professionally, comply with Section 5 and Section 6, avoid deceptive or unlawful conduct, and promptly disclose any material fact that would make its onboarding or compliance statements inaccurate.

8.3 Disclaimer. EXCEPT AS EXPRESSLY STATED, THE PRODUCTS AND MERCHANT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." ROUND 2 DISCLAIMS IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND UNINTERRUPTED OR ERROR-FREE OPERATION. PROCESSOR, BANK, INTERNET, AND THIRD-PARTY SERVICES ARE OUTSIDE ROUND 2'S CONTROL.

9. INDEMNIFICATION

9.1 By Reseller. Reseller will defend and indemnify Round 2, its affiliates and Partners, and their personnel against: (i) third-party claims, including claims by any Merchant, Sub-Reseller, contractor, employee, owner, or regulator; (ii) losses suffered or alleged by any Merchant or Sub-Reseller; and (iii) associated reasonable damages, costs, fines, assessments, and attorneys' fees, in each case arising from: (a) Reseller's breach, inaccurate information, unauthorized statement, fee, or violation of law or Card Brand rule; (b) Reseller's sales, installation, support, equipment, Merchant agreement, or other business practice; (c) the acts or omissions of Reseller's personnel, Sub-Resellers, contractors, or Merchants; (d) a security incident or misuse of data caused by any of them; (e) a Merchant's business, employees, customers, products, services, taxes, transactions, chargebacks, fraud, or violation of law; (f) compensation, employment-status, ownership, or control claims involving Reseller or its downstream parties; or (g) Reseller's marketing, referral, resale, configuration, or support of any gift card or stored-value program, any statement or advice Reseller gives about such a program or its compliance with any Law, or any claim that Round 2 or Reseller is responsible for a gift card balance, an unredeemed balance, an unclaimed property or escheat obligation, or the acts or omissions of the Gift Card Provider; or (h) any dual pricing, cash discount, or similar pricing program Reseller markets, configures, enables, or supports, including any statement or advice Reseller gives about such a program or its compliance with any Law or Card Brand rule, and any claim, class or representative action, action by a governmental authority, or Card Brand, Payment Processor, or acquirer assessment relating to price display, disclosure, signage, receipts, program configuration, or the pricing or treatment of debit card or prepaid card transactions. Reseller is not responsible to the extent a court finally determines that the applicable loss was directly caused by Round 2's gross negligence or willful misconduct. Reseller's obligations under this Section also extend to any indemnity Round 2 owes a Partner arising from a dispute about the ownership, control, or operation of Reseller or of Reseller's relationship with Round 2, including a dispute Reseller itself initiates.

9.2 By Round 2. Round 2 will defend and indemnify Reseller against a third-party claim that an unmodified Product, used as authorized, infringes a United States intellectual-property right. This does not cover combinations with unapproved items, Reseller or merchant data, misuse, unauthorized modifications, failure to use an available update, or compliance with Reseller's instructions. This is Reseller's exclusive remedy for such claims.

9.3 Process. The indemnified Party will give prompt notice, reasonable cooperation, and control of the defense to the indemnifying Party. No settlement may admit fault by, impose non-monetary duties on, or fail to release the indemnified Party without its written approval, not to be unreasonably withheld. If a claim covered by Section 9.1 is brought against Round 2 or a Partner in another forum and Reseller is tendered the defense, Reseller is bound by the result of that proceeding and consents to jurisdiction there for that purpose only.

10. LIMITS OF LIABILITY

10.1 Excluded Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, EXCEPT TO THE EXTENT PAYABLE TO A THIRD PARTY UNDER SECTION 9.

10.2 Round 2 Cap. ROUND 2'S TOTAL LIABILITY ARISING FROM THIS AGREEMENT WILL NOT EXCEED THE GREATER OF $20,000 OR THE AMOUNT ROUND 2 PAID RESELLER DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

10.3 Exceptions. The exclusions and cap do not limit: payment obligations; misuse of intellectual property or Confidential Information; a Party's fraud or willful misconduct; a Party's gross negligence, except that where applicable Law permits liability for gross negligence to be limited, the cap in Section 10.2 applies to it; Reseller's indemnity for third-party claims; or Reseller's responsibility for chargebacks, processor or Card Brand assessments, security-incident costs, or violations of Sections 5 or 6. Round 2 is not liable for processor or bank decisions, chargebacks, third-party outages, internet failures, or matters beyond its reasonable control.

10.4 Reseller, Sub-Reseller, and Merchant Losses. Notwithstanding anything else in this Agreement, Round 2 is not liable to Reseller, any Sub-Reseller, any Merchant, or anyone claiming through any of them for any loss, cost, damage, liability, chargeback, fine, assessment, business interruption, lost revenue, or other claim unless and only to the extent a court finally determines that the loss was directly caused by Round 2's gross negligence or willful misconduct. Reseller is responsible for ensuring that its agreements with Sub-Resellers and Merchants preserve this protection for Round 2 and its Partners.

11. INSURANCE

11.1 Required Coverage. During the Agreement, Reseller will maintain insurance reasonably appropriate for its size and work, including: (a) commercial general liability; (b) workers' compensation where legally required; (c) technology errors and omissions or professional liability if Reseller installs, configures, supports, trains, or consults; and (d) cyber/privacy liability, if commercially available at reasonable cost. Unless Exhibit A states otherwise, Round 2's target limits are $1,000,000 per claim for general liability, professional liability, and cyber/privacy liability. Coverage does not limit Reseller's responsibilities. Reseller will provide certificates or other evidence on reasonable request.

11.2 Cyber-Insurance Fallback. Round 2 recognizes that a small reseller may be unable to obtain cyber/privacy insurance on commercially reasonable terms. The absence of that coverage will not automatically disqualify Reseller if Reseller: (a) promptly tells Round 2; (b) provides a broker declination, quote showing unreasonable cost, or other reasonable evidence of unavailability; (c) completes Round 2's short security questionnaire and maintains the safeguards in Section 6.2; and (d) seeks coverage again at its next annual renewal or sooner if its risk materially changes. Round 2 may approve the exception in writing for up to twelve (12) months and may impose reasonable, risk-based conditions, such as limits on storing data outside the Products, enhanced remote-access controls, remediation of identified gaps, or limits on access until gaps are corrected. Round 2 will not require a residual reserve solely because cyber insurance is unavailable, but may use ordinary setoff rights for actual amounts owed under Section 4.5.

11.3 Material Change. Reseller will promptly tell Round 2 if required insurance is cancelled, materially reduced, or gains an exclusion that materially affects Reseller's work. Round 2 and Reseller will work in good faith on replacement coverage or an appropriate exception; Round 2 may suspend affected access if a material uncovered risk cannot reasonably be addressed.

12. TERM AND TERMINATION

12.1 Term and Convenience. This Agreement begins on the Effective Date and continues until either Party gives thirty (30) days' written notice of termination.

12.2 Cause and Immediate Protection. A Party may terminate for a material breach not cured within ten (10) days after written notice, if curable. Round 2 may terminate or suspend immediately for fraud, unlawful conduct, material security or processing risk, insolvency, loss of any approval required under Section 2.6, unauthorized use of Round 2 intellectual property, or conduct likely to cause material harm to Merchants, Round 2, the Payment Processor, a sponsor bank, or a Card Brand.

12.3 Processing-Relationship and Card-Brand Events. Round 2 may terminate or suspend this Agreement immediately, in whole or in part, if: (a) the Payment Processor or a sponsor bank terminates or suspends any applicable Merchant Agreement or Round 2's processing or sponsorship relationship, for any reason; (b) a Card Brand requires Round 2 or a Partner to stop Reseller's or any Merchant's acceptance or use of that Card Brand; or (c) the Payment Processor, a sponsor bank, or a Card Brand requires a change that Round 2 reasonably determines makes continued performance impossible or commercially impracticable. Round 2 is not liable for terminating, suspending, or changing the program as reasonably necessary in response to such an event.

12.4 Effect. Upon termination, Reseller will stop representing itself as authorized, stop using Round 2 marks and systems except as expressly allowed for transition or continuing processing, and return or destroy Round 2 Confidential Information. Round 2 may directly support Merchants. Accrued payment duties remain. Continuing processing obligations and residual payments are governed by Section 4.7.

13. MERCHANT RELATIONSHIPS AND EQUITABLE RELIEF

13.1 No Interference. During the Agreement and while Reseller receives residuals, Reseller will not knowingly solicit or assist a Merchant boarded under this Agreement to stop using the Products or Merchant Services in favor of a competing offering. If a Merchant independently asks to move processing, Reseller will promptly notify Round 2 and make reasonable retention efforts requested by

Round 2. Reseller may assist only if the Merchant independently renews the request after those efforts. Following termination for Reseller's fraud, material breach, Card Brand violation, or processing-related cause, this obligation continues for thirty-six (36) months. Otherwise, it continues for twelve (12) months after termination or for so long as residuals are paid, whichever is longer. Reseller may provide non-competing services but may not use Confidential Information to interfere with Round 2 or a Partner.

13.2 Injunctive Relief. A breach involving Confidential Information, intellectual property, system access, or intentional interference may cause harm not adequately repaired by money. The affected Party may seek appropriate injunctive relief without waiving other remedies.

14. GENERAL TERMS

14.1 Assignment and Change of Control. The Reseller may not assign this Agreement without Round 2's written consent. A transaction or related transactions transferring twenty percent (20%) or more of Reseller's ownership or voting control is an assignment. Round 2 may assign this Agreement to an affiliate or in connection with a merger, financing, reorganization, or sale of all or substantially all of the relevant business or assets. Round 2's assignment rights under this Section are subject to any consent required by the Payment Processor or a sponsor bank.

14.2 Required and Program Changes. Round 2 may amend this Agreement, any Appendix or Exhibit, the Round 2 Agreements, support procedures, security requirements, processing requirements, and pricing by written notice when Round 2 reasonably determines the change is necessary or appropriate to implement or respond to a law, Card Brand rule or directive, Payment Processor requirement, sponsor-bank requirement, third-party cost change, security risk, or operational requirement of the program. A change may take effect immediately if the applicable law, Card Brand, Payment Processor, sponsor bank, or security risk requires it; otherwise, Round 2 will give reasonable notice. Round 2 may also make other prospective program or pricing changes on reasonable notice. No change will retroactively reduce residuals already earned before its effective date.

14.3 Notices. Formal notices must be in writing and sent to the addresses above, or to an updated address given in writing, by personal delivery, nationally recognized overnight service, certified mail, or email with confirmation of receipt. Operational notices may be sent through Round 2's normal business channels.

14.4 Governing Law and Venue. Pennsylvania law governs, without regard to conflicts rules. Exclusive venues are the state courts in Butler County, Pennsylvania, or the applicable federal court in Pittsburgh, Pennsylvania.

14.5 Entire Agreement; Order of Priority. This Agreement and its Exhibits are the entire agreement between Round 2 and Reseller concerning their subject matter and replace prior discussions. Applicable law, Card Brand rules, and binding Payment Processor or sponsor-bank requirements control first. As between this Agreement and an Exhibit, this Agreement controls unless the Exhibit expressly identifies the provision it modifies. Merchant-facing document priority is governed by the Round 2-approved Order Form and the applicable Round 2 Agreements; no Order Form may alter liability limitations, indemnification, intellectual-property ownership, data rights, confidentiality, processing requirements, dispute provisions, or compliance obligations unless it expressly identifies the affected provision and is signed by an authorized officer of the affected party.

14.6 Miscellaneous. Neither Party is liable for delay caused by events beyond reasonable control. A failure to enforce is not a waiver. If a provision is unenforceable, it will be narrowed if possible and the rest remains effective. Electronic and counterpart signatures are effective. Sections intended by their nature to continue, including payment, confidentiality, data protection, intellectual property, indemnity, liability limits, post-termination restrictions, and governing law, survive.

15. APPENDIX AND EXHIBITS

Appendix 1 and the following Exhibits are incorporated into this Agreement:

- Appendix 1 - Definitions
- Exhibit A - Pricing Sheet
- Exhibit B - Support Responsibilities
- Exhibit C - End User License Agreement (the form of agreement between Round 2 and each Merchant, attached for Reseller's reference; Reseller is not a party to it)
- Exhibit D - Prohibited Transactions

APPENDIX 1 - DEFINITIONS

For purposes of this Agreement:

A. Annual Net Boarded Processing Volume or ANBPV. Has the meaning stated in Section 4.3.

B. Card Brand. Means Visa, Mastercard, Discover, American Express, any debit network, and any other payment network or brand applicable to the Merchant Services.

C. Confidential Information. Means nonpublic business, technical, pricing, security, Merchant, personal, and other proprietary information disclosed by or on behalf of a Party, including trade secrets, credentials, card data, Personal Information, know how, agreements, documentation, business plans, source code, software roadmaps, and security information.

D. Laws. Means all federal, state, and local laws, regulations, binding orders, and legally enforceable requirements applicable to a Party, the Products, Merchant Services, or activities under this Agreement. To avoid doubt, Laws includes all rules and regulations promulgated by any or all of the Card Brands.

E. Merchant. Means an approved end user of any of the Products and Merchant Services attributed to Reseller that uses or applies to use any Product or Merchant Service.

F. Merchant Agreement or MPA. Means the merchant processing agreement among a Merchant, the Payment Processor, and the applicable sponsor bank, as amended or replaced.

G. Merchant Services. Means payment processing and related services, programs, equipment, and support made available through Round 2, the Payment Processor, a sponsor bank, or another Partner.

H. Order Form. Means Round 2's then-current order form identifying the Products, services, fees, and other commercial terms selected by a Merchant.

I. Partner. Means a Payment Processor, sponsor bank, gateway, Card Brand, vendor, or other third party Round 2 uses in providing the Products or Merchant Services.

J. Payment Processor. Means First Data Merchant Services LLC d/b/a Fiserv or another payment processor designated by Round 2.

K. Personal Information. Means information that identifies, relates to, describes, or could reasonably be linked with a person, household, account, or device, including information treated as personal information, personal data, or similar regulated information under applicable Laws.

L. Processing Volume. Means the total Card Brand credit, debit, and regulated-debit sales volume attributable to Reseller's Merchants, as determined from the Payment Processor's records, net of refunds, returns, chargebacks, reversals, and losses where applicable.

M. Products. Means all existing and future Round 2 point-of-sale software, customer-relationship-management software, cloud and hosted services, online ordering, payment integrations, APIs, subscriptions, updates, documentation, and related products or services that Round 2 makes available to Merchants, as they may be added, modified, replaced, or discontinued from time to time.

N. Round 2 Agreements. Means the Order Form, EULA, Merchant Terms and Conditions of Use, Privacy Policy, and other Merchant-facing agreements or policies Round 2 requires for a Product or Merchant Service. Round 2's Online Ordering Terms of Use and Use of Services Terms and Conditions are Round 2's customer-facing terms, are agreements between Round 2 and a Merchant's customers, and are not Round 2 Agreements.

O. Sub-Reseller. Means a person or business authorized by Reseller and approved by Round 2, the Payment Processor, and sponsor bank (as applicable) to market, solicit, board, install, or support Products or Merchant Services under Reseller's relationship with Round 2.

P. Authorized Reseller. Reseller is an "Authorized Reseller" as that term is used in the Merchant Terms and Conditions of Use for so long as this Agreement is in effect and Reseller holds every approval required under Section 2.6.

Q. Gift Card Provider. Means Factor4, LLC or another gift card or stored-value provider designated by Round 2.

R. Reseller Affiliate. Means any person that controls, is controlled by, or is under common control with Reseller, and any principal, owner, or guarantor of Reseller. Reseller enters into this Agreement on its own behalf and, as to Section 4.5, on behalf of each Reseller Affiliate.

S. Reseller Obligation. Has the meaning stated in Section 4.5.

SIGNATURES

ROUND 2 POS, INC.	RESELLER
By: ______________________________	**By:** ______________________________
Name: John Giles	**Name:** ____________________________
Title: President	**Title:** ____________________________
Date: _____________________________	**Date:** _____________________________