



## PEPPER PAY FREE TERMINAL PROGRAM

### ADDENDUM TO MERCHANT AGREEMENT

This Free Terminal Program Addendum to Merchant Agreement (“**Addendum**”) is made and entered into as of \_\_\_\_\_, (“**Effective Date**”) by and between **Pepper Pay LLC (“Pepper Pay”)**, and \_\_\_\_\_ (“**Merchant**”). Pepper Pay and Merchant shall be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

**WHEREAS**, Pepper Pay and Merchant entered into that certain Merchant Agreement, including the Merchant Account Application, dated as of \_\_\_\_\_ (“**Agreement**”); and

**WHEREAS**, Merchant desires to participate in free terminal program (“**Free Terminal Program**”) pursuant to the terms hereof.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated into this Addendum.
2. **INTEGRATION.** This Addendum constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior agreement, whether oral or written. This Addendum is made as part of the Agreement, and, except as specifically modified herein, all terms and conditions of the Agreement remain in full force and effect. All capitalized terms that are not defined in this Addendum shall have the meanings given to them in the Agreement.
3. **FREE TERMINAL PROGRAM.** Pepper Pay grants free terminals as a promotion to Merchant under the following terms and conditions of Pepper Pay’s Free Terminal Program:
  - 3.1. **Free Terminal(s).** The Free Terminal Program is only valid for terminals whose brand and model type are listed on Schedule A.
  - 3.2. **Qualifying for the Free Terminal Program.** Merchant must meet one of the following options listed below:
    - 3.2.1. To qualify for 1 Free Terminal, Merchant must start processing on the terminal(s) within the calendar month of delivery to Merchant.
    - 3.2.2. To qualify for 2 Free Terminals, Merchant must start processing on the terminal(s) and additionally the total processing volume of Merchant Account must reach a minimum of \$25,000 within the calendar month of delivery to Merchant.
    - 3.2.3. To qualify for 3 Free Terminals, Merchant must start processing on the terminal(s) and additionally the total processing volume of Merchant Account must reach a minimum of \$35,000 within the calendar month of delivery to Merchant.
    - 3.2.4. To qualify for 4 Free Terminals, Merchant must start processing on the terminal(s) and additionally the total processing volume of Merchant Account must reach a minimum of \$50,000 within the calendar month of delivery to Merchant.
    - 3.2.5. To qualify for 5 Free Terminals, Merchant must start processing on the terminal(s) and additionally the total processing volume of Merchant Account must reach a minimum of \$75,000 within a calendar month of delivery to Merchant.
  - 3.3. **Non-Qualifying Terminal.** If the Merchant fails to meet the conditions of the option Merchant has utilized, then, at Pepper Pay’s sole option at any time before such terminal starts processing, Merchant will forfeit the promotion and pay the full amount specified for the Free Terminal in the Schedule- A along with all associated shipping costs to Merchant.

**3.4. Liability for Terminal that Stops Processing.** If Merchant stops processing through any terminal for more than 60 calendar days, absent any failure of the Terminal or Pepper Pay’s processing system, then Merchant shall pay the full amount specified for the Free Terminal in the Schedule-A, along with all associated shipping costs to Merchant.

**3.5. Set-Off Right.** Pepper Pay, in its sole discretion, shall be entitled to set off any amounts that Merchant owes for a Terminal as permitted under the Agreement. Pepper Pay, in its sole discretion, shall be permitted to ACH any amounts that Merchant owes for a Terminal from the Merchant Bank Account.

**3.6. Shipping.** Merchant is responsible for all the costs of shipping of terminals and related equipment in all cases.

**3.7.** If Merchant is working with an Agent/ISO, Agent/ISO can cover Merchant’s costs specified in this addendum by notifying Pepper Pay via email.

**3.8. Conditional Terminal Prepayment Based on Risk Assessment.** Due to the nature of certain merchant accounts, Pepper Pay reserves the right—at its sole discretion and based on underwriting, risk profile, or industry classification—to require the Merchant to pay the full cost of the terminal(s), as specified in Schedule A, prior to shipment. If such prepayment is required, Pepper Pay will notify the Merchant upon approval of the Merchant Account. Provided the Merchant activates the terminal(s), begins processing within the calendar month of delivery, and maintains the Merchant Account in good standing through the end of the first full calendar processing month, the terminal cost will be fully reimbursed by Pepper Pay within 30 days. Reimbursement may be processed via direct credit, fee offset, or other method as determined by Pepper Pay.

**4. EXECUTION AND DELIVERY.** This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Addendum may be made by electronic means. An electronic version of this fully executed Addendum shall be treated as an original for all purposes.

**Intending to be legally bound, the Parties have signed this Agreement as of the Effective Date:**

**Merchant**

**Pepper Pay LLC**

\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

Business Name

\_\_\_\_\_

### SCHEDULE A

The Terminals with brands and models listed below will be shipped to the MERCHANT as part of the Free Terminal Program. Shipping cost is a passthrough rate according to the shipping carrier.

Terminal Brand and Model	Merchant Cost*

*\*Pepper Pay reserves the right to change and/or add Terminal brands, models and associated costs at its sole discretion.*