

## Terms and Conditions for American Express Direct Settlement Program

To the extent Sponsored Merchant elects at any time to accept American Express Transaction Cards and qualifies for Processor's Direct Settlement Program for American Express, the following terms and conditions shall apply, in addition to the Merchant Agreement, including the general terms and conditions as applicable (the "Agreement"), to the relationship between Processor and Sponsored Merchant covered by this Addendum. In the event of any conflict between the Agreement and this Addendum related to an American Express Transaction Card or transaction related thereto, the terms of this Addendum shall apply. Peoples Trust is not a party to the American Express Agreement.

1. DEFINITIONS. The following capitalized terms shall have the meanings set forth below when used in these Terms and Conditions of Processor's Direct Settlement Program for American Express.

"American Express Brand" means the American Express name, trademarks, service marks, logos, and other proprietary designs and designations and the imagery owned by American Express or American Express affiliates and the goodwill associated with all of the foregoing and with all the goods and services now and in the future provided, marketed, offered, or promoted by American Express or an American Express affiliate.

"American Express Transaction Card" means (i) any card, account device, or payment device or service bearing an American Express or an American Express affiliate trademark or logo and issued by an Issuer or (ii) an account number issued by an Issuer, which can be used to purchase goods or services at merchants on the American Express network, including JCB cards.

"Applicable Law" means: (i) any law, statute, regulation, ordinance or subordinate legislation in force from time to time to which a party or its affiliates is subject, and the codes of conduct and public commitments to which we subscribe; (ii) the common law as applicable to the parties from time to time; (iii) any court order, judgement, or decree that is binding on a party or its affiliates; and (iv) any directive, policy, rule or order that is binding on a party or its affiliates and that is made or given by a regulator, or other government or government agency, of, in the case of items (i) through (iv) above, any country, or other national, federal, commonwealth, state, provincial or local jurisdiction. "High CV Merchant" means Merchant has greater than CAD \$1,000,000 in American Express Transaction Card volume (net of chargebacks, credits, and any other amounts Merchant owes to American Express) in a rolling 12 month period. For clarification, if Merchant has multiple Locations, the American Express Transaction Card volume from all of Merchant's Locations shall be summed together when determining whether Merchant has exceeded the threshold above.

"Issuer" means any legally recognized entity or organization (including American Express and American Express affiliates) authorized by American Express or an American Express affiliate to issue an American Express Transaction Card and to engage in the American Express Transaction Card issuing business.

"Location" means any or all of Merchant's locations, outlets, websites, online networks, and all other methods that Merchant adopts in the future.

"Other Payment Products" means any charge, credit, debit, stored value, or smart cards, account access devices or other payment cards, services or products other than the American Express Transaction Cards.

2. AMERICAN EXPRESS TRANSACTION CARD ACCEPTANCE. Merchant shall accept the American Express Transaction Card as payment for goods and services (other than those goods and services prohibited under the Agreement) sold, or (if applicable) for charitable contributions made, at all of Merchant's Locations except as expressly permitted by provincial or federal statute. Merchant is jointly and severally liable for the obligations of all of Merchant's Locations under the Agreement. To accept American Express Transaction Cards, you must clearly and conspicuously disclose all material terms of sale prior to obtaining an Authorization and clearly and conspicuously inform Cardholders at all points of the interactions (e.g. sales conducted in person, over the internet, mobile or via mail or telephone order) what entity is making the sales offer so that the Cardholder can clearly distinguish you from any other party involved in the interaction (e.g. a vendor of goods or provider of services you may engage, or another Merchant seeking to conduct business with the Cardholder). The Transaction Data you collect to facilitate the transaction must be, or have been, provided directly to you by the Cardholder.
3. SETTLEMENT. Processor shall settle all American Express Transaction Card transactions processed by Processor hereunder for Merchant in accordance with the Agreement. Merchant hereby designates the Processor as Merchant's agent to receive all payments pertaining to Merchant's American Express Transaction Card Transactions. The American Express Discount Rates (otherwise referred to as Interchange) are as follows:

Rent Industry 1.50%  
Education 1.60%  
Government 1.60%  
All Others 2.60%

All payments required to be made to Merchant under this Agreement for American Express Transaction Card transactions shall be made by Processor to the Merchant Account, via electronic funds transfer or other electronic means, or by wire transfer, at Processor's option, as soon as practicable after Processor's receipt of such funds from American Express.

4. TREATMENT OF THE AMERICAN EXPRESS MARK. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate Merchant's acceptance of the American Express Transaction Card and display American Express Marks as prominently and in the same manner as any Other Payment Products. Merchant must not use the American Express Marks in any way that injures or diminishes the goodwill associated with the Mark, nor (without prior written consent from Processor) indicate that American Express endorses Merchant's goods or services. Merchant shall only use the American Express Marks as permitted by the Agreement and shall cease using and shall remove American Express's Marks from Merchant's website and wherever else they are displayed upon

termination of the Agreement or Merchant's participation in Processor's Direct Settlement Program for American Express. For additional guidelines on the use of the American Express Marks, contact Processor.

5. TREATMENT OF AMERICAN EXPRESS CARD MEMBER INFORMATION. Any and all information about Cardholders (including names, addresses, account numbers and card identification numbers) or American Express Transaction Card transactions is confidential and the sole property of the Issuer, American Express or its Affiliates. Except as otherwise specified, Merchant must not disclose any such information, nor use nor store it, other than to facilitate transactions at Merchant's Locations in accordance with the Agreement.
6. CONVERSION IF BECOME A HIGH CV MERCHANT. Merchant will be converted from Processor's Direct Settlement Program for American Express to a direct card acceptance agreement with American Express if and when Merchant becomes a High CV Merchant (or if Merchant currently is a High CV Merchant). Upon such conversion (i) Merchant will be bound by American Express's then current Card Acceptance Agreement, and (ii) American Express will set pricing and other fees payable by Merchant's American Express Transaction Card acceptance.
7. AMERICAN EXPRESS THIRD PARTY BENEFICIARY. American Express shall have the right, but not the obligation, to enforce the terms of the Agreement against Merchant with respect to American Express Transaction Card transactions and Processor's Direct Settlement Program for American Express.
8. CEASE ACCEPTANCE OF AMERICAN EXPRESS. By contacting Processor's customer service or using some other method established by Processor, Merchant may opt out of accepting American Express Transaction Cards at any time without directly or indirectly affecting Merchant's rights to accept other Transaction Cards.
9. REFUNDS. Merchant's refund policies for purchases with an American Express Transaction Card must be at least as favorable as Merchant's refund policy for purchases with any other Transaction Card and the refund policy must be disclosed to Cardholders at the time of purchase and in compliance with Applicable law.
10. RIGHT TO BILL OR COLLECT FROM CARDHOLDER. Merchant shall not bill or collect from any Cardholder for any purchase or payment made with an American Express Transaction Card unless (i) American Express has exercised Chargeback for such charge, (ii) Merchant has fully paid American Express for such charge, and (iii) Merchant otherwise has the right to do so.
11. INFORMATION RIGHTS. Merchant hereby authorizes (i) Processor to disclose to American Express transaction data (including without limitation information obtained at the point of sale, information obtained or generated during authorization and settlement, and any Chargeback or other fee information related to a transaction), Merchant data (including without limitation, name, postal and email addresses, business registration and tax ID numbers, names and SIDs of Merchant's authorized signers and similar identifying information), and other information about Merchant, (ii) American Express to use such information disclosed in (i) to perform its responsibilities in connection with Processor's American Express Direct Settlement Program, promote the American Express network, perform analytics and create reports, and for any other lawful

business purposes, including marketing purposes; and (iii) Processor to share information that Merchant discloses to Processor with Processor's agents, subcontractors, affiliates, and other parties including industry organizations and reporting agencies, for any purpose permitted by Applicable Law. In addition, American Express may use the information obtained in the setup of Merchant's account to screen and/or monitor Merchant in connection with American Express Transaction Card marketing and administrative purposes. Any person (including Merchant) providing permission to obtain or disclose information in connection with this Agreement hereby releases and waives any right or claim arising out of or related to such disclosure, including defamation claims, even if the information that is disclosed is incorrect or incomplete, Merchant acknowledges that its business name and the name of its principals may be reported to MATCH and hereby consents to such reporting, and waives and holds Processor harmless from all claims and liabilities it may have as a result of such reporting.

12. AMERICAN EXPRESS MERCHANT REQUIREMENTS. You must abide by and are subject to the American Express Merchant Operating Guide which can be found at [www.americanexpress.ca/merchantguide](http://www.americanexpress.ca/merchantguide) and, if Merchant is participating in the American Express OptBlue program, the American Express OptBlue Operating Regulations, including without limitation compliance with PCI DSS and the DSR, and the Data Security Operating Policy contained therein, which may be found at [www.americanexpress.ca/dsr](http://www.americanexpress.ca/dsr) Any Data compromise incidents must be reported immediately to Processor upon discovery of the incident.
13. TREATMENT OF THE AMERICAN EXPRESS BRAND. Except as expressly permitted by applicable law, you must not: (i) indicate or imply that you prefer, directly or indirectly, any Other Payment Products over American Express Transaction Cards; (ii) try to dissuade Cardholders from using American Express Transaction cards; (iii) criticize or mischaracterize American Express Transaction Cards or any of American Express's services or programs; (iv) try to persuade or prompt Cardholders to use Other Payment Products or any other method of payment; (v) impose any restrictions, conditions, disadvantages, or fees when an American Express Transaction Card is accepted that is not imposed equally on all Other Payment Products, except for electronic funds transfer, cash, or cheque; (vi) suggest or require Cardholders to waive their right to dispute any Transaction; (vii) engage in activities that harm American Express's business or the American Express Brand (or both); (viii) promote any Other Payment Products (except your own private label card that you issue for use solely at your establishments) more actively than you promote American Express Transaction Cards, or (ix) convert the currency of the original sale transaction to another currency when requesting authorization or submitting transactions (or both).

You may offer discounts or in-kind incentives from your regular prices for payments in cash, electronic funds transfer, cheque, debit card, or credit/charge card, provided that (to the extent required by Applicable Law): (i) you clearly and conspicuously disclose the terms of the discount of in-kind incentive to your customers; (ii) the discount or the in-kind incentive is offered to all of your prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the issuer or, except as expressly permitted by applicable provincial or

federal statute, payment card network. The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provision set forth above in this Section 13.

14. **TERMINATION.** Processor may immediately terminate Merchant's right to accept American Express Transaction Cards if (i) Merchant breaches any of the provisions in this Addendum, the Agreement, or the American Express Merchant Operating Guide, (ii) engages in fraudulent activity or (iii) upon American Express's request.
15. **ASSIGNMENT OF PAYMENTS.** Merchant shall not assign to any third party any payments due to Merchant under the Agreement, and all indebtedness arising from any charges will be for bona fide sales of goods and services (or both) at its Locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future transaction receivables to Processor, its affiliated entities and/or any other cash advance funding source that partners with Processor or its affiliated entities, without consent of American Express.
16. **COMMUNICATIONS FROM AMERICAN EXPRESS.** Merchant may opt in or opt out of receiving commercial marketing communications from American Express. If Merchant has opted in or opted out of receiving American Express commercial marketing communications about product and services, Merchant may continue to receive important transactional or relationship communications from American Express. American Express may otherwise use and share Merchant's information for business purposes and as permitted by Applicable Law. American Express uses reasonable administrative, technical, and physical security measures to protect Program Merchant information consistent with the sensitivity of the information.
17. **MERCHANT WEBSITES.** Merchant shall ensure that any website owned or operated by Merchant does not contain any libelous, defamatory, obscene, pornographic, or profane material, or any information or instructions that may cause harm to any individuals or to the American Express brand.
18. **LIMITATION OF LIABILITY.** Merchant agrees that the limitation of liability provisions set forth in the Agreement (including, without limitation, Section 5.12 of the Agreement) shall apply to any liability that American Express may have to Merchant. Section 5.12 of the Agreement is incorporated herein, except that each reference to "Peoples Trust" shall be replaced with "American Express."
19. **MERCHANT COMPLAINT HANDLING.** Merchant complaints should be addressed to:  
Tel: (855) 812-5191  
Email: [canada-support@payroc.com](mailto:canada-support@payroc.com)  
Or write to: Payroc WorldAccess Inc. ("Payroc")  
Merchant Services Department  
6D – 7398 Yonge St PMB 902  
Thornhill, ON L4J8J2