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DIRECT BOARD MERCHANT REGISTRATION AND FEE PAYMENT AGREEMENT

Tribute and TrulinX Software Users

Account Profile and	Contact Information				
Client Name:					
Address Street:					
Address Line 2:					
City:		State:		Postal Code:	
Primary Contact Info	ormation				
Contact Name:			Title:		
Phone:			Email:		

1. TERMS AND CONDITIONS OF USE:

Use of any service provided by WEX Inc. ("WEX") is subject to its Terms of Use which can viewed at the web page https://www.wexinc.com/3delta-terms. The full text of the WEX Terms of Use and Privacy Statement may be viewed and/or downloaded from the WEX application website and are deemed to be incorporated in their entirety into this agreement by the foregoing references. The documents are online within your Payment WorkSuite account under the EC-Navigator News & Information section.

2. SUBSCRIPTION AND FEES: Subscription Service and Fees apply to each location as follows. <u>All prices listed are in US Dollars (USD).</u>

A. Subscription Services Included with this Agreement

CardVault®: Card data tokenization and transaction processing

<u>EC-Zone®</u>: A complete, online Virtual Point of Sale (VPOS) solution that uses a web-browser. A total of 35 users are included, regardless of number of locations. Additional Users, (5) per group, are available for an additional monthly fee of \$5.00 per group.

B. Monthly Access and Transaction Fees

Monthly Price First Location	Each Additional Location Per Month	Cards On File	Transaction Fee
\$125.00	\$20.00	Unlimited	\$0.15

Billable transactions include authorizations, forced transactions, credits/refunds, declines, and card verifications. The number of transactions is calculated as the summation of activity for all accounts under this agreement. *Card management activity, including additions, modifications, and deletions, does not count toward billable transactions.*

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Unless otherwise agreed by the parties, all MasterCard, Visa, and Discover transactions shall be submitted directly to the processing platform to which WEX is certified on Merchant's behalf. If Merchant requests, all AMEX transactions will be submitted to AMEX directly. In all cases, WEX will support Level-2 and Level-3 transactions.

Fees for monthly access and transactions processed are billed monthly in arrears. Invoices are due on receipt. An overdue account will be assessed and will accrue a \$25 fee for each 30-day period that it is delinquent.

C. Setup, Integration and Other Non-Recurring Fees

Fee Description	Amount
Non-recurring Integration Fee	\$750.00

Telephonic consultation and support during implementation and conversion activity, initial system design and deployment. *This fee includes the initial card conversion, if required.*

Non-recurring Project Implementation / Integration Fees are due upon signing of the contract.

After the initial integration is complete, if an additional account set-up is requested, a \$99.00 set-up fee will be charged. If a subscriber elects to migrate their processing account to another WEX certified provider after the initial set-up, a \$99 migration fee will be charged for each Merchant Account (MID), Location or Terminal requested.

3. MONTH TO MONTH AGREEMENT:

The subscriber shall pay the designated monthly fees for each month that subscriber has the WEX services available. The WEX services continue on a month-to-month basis and will continue until terminated by WEX or by subscriber. All WEX fees accrue as of the first day of the monthly billing period. Any fees collected in advance at the time of setup of the service accrue at that time unless WEX materially fails to provide the service within a reasonable period. Fee terms are subject to annual review after the first year of service under this Agreement. Fee adjustments will occur no more than once every twelve months following the first change. Fee adjustments, if any, will be effective upon 30-day notice.

4. TERMINATION OF SUBSCRIPTION:

This service may be terminated by either Party upon 30 days' notice to the other Party. Submit termination notification in writing from the authorized subscriber listed on the account via email to PaymentWorkSuite@wexinc.com. Subscriber is responsible for paying all subscription fees incurred during the month of termination notice. Subscriber agrees to provide authorization for ACH direct debit or credit payment methods to remain in full effect until written termination notice to WEX Inc., in accordance with the Terms and Conditions contained, and referenced herein.

5. CUSTOMER SUPPORT:

Our service includes Customer Support which is available from 8:00 AM to 6:00 PM ET Monday through Friday. Customer Support is available via email at PaymentWorkSuite@wexinc.com or by calling 703.234.6030.

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6. COLLECTION OF FEES:

WEX shall collect the service fees from the subscriber via one of the following methods: A) ACH direct debit or B) credit card. *Please choose only one option and provide the information requested.*

A. ACH Direct Debit, according to the following agreement:

- ❖ I (Subscriber named below) hereby authorize WEX to initiate debit entries to the checking account indicated below for the above noted services and fees. ACH Debit Payments for WEX services will be in accordance with the pricing plan established between the parties and occur on a monthly basis in arrears.
- ❖ If at any time the existing bank account information is updated with new bank account information, the fees collected for the above noted services will automatically transfer to the new bank account information.
- Authorization for ACH Debit Payments to remain in full effect until written termination notice is provided to WEX and in accordance with the Terms and Conditions referenced herein.
- One-time fees for supplemental services accrue to the billing total during the month of the requested service.
- ❖ The subscriber shall provide WEX with a copy of a voided check containing Bank Name, Branch, Address and Telephone number, along with the 9-digit Transit Routing Number (ABA) and Bank Account Number (DDA) as well as any other documentation reasonably necessary to implement the ACH service for new or updated account information.
- ACH payment failures from the designated account described herein are subject to a \$50 service charge. Services will be suspended until a successful payment of outstanding fees has been obtained.

Subscriber / Company Name (print)	Checking Account Information
Authorized Signature	Bank Name
Authorized Name on Account (print)	Transit Routing Number (ABA number
Title	Account Number
Date	
Phone Number	
Email	
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WEX Inc. □ 97 Darling Avenue □ South Portland, Maine 04106

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B. Credit Card Payment, according to the following agreement:

- ❖ I (Subscriber named below) hereby authorize WEX to initiate credit card transactions against the payment card number provided for the above noted services and fees. Credit card payments for WEX services will be in accordance with the pricing plan established between the parties and occur on a monthly basis in arrears.
- ❖ If at any time the existing credit card information is updated with new credit card information, the fees collected for the above noted services will automatically transfer to the new credit card information.
- ❖ Authorization for credit card payments to remain in full effect until written termination notice is provided to WEX and in accordance with the Terms and Conditions referenced herein.
- One-time fees for supplemental services accrue to the billing total during the month of the requested service.
- Credit card payment failures from the designated card account are subject to a \$50 service charge. Services will be suspended until a successful payment of outstanding fees has been obtained.

Subscriber /Company Name (print)	
Authorized Signature	
Authorized Name on Account (print)	
Tamorizo Tamo (n 1200 and (print)	
Title	
Date	
Phone Number	
Email	
ast four digits of Credit Card being presented:	

form. A WEX Account Representative will contact you to collect card information over the telephone.

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