

Managing Partner Agreement

This Managing Partner Agreement (this "Agreement") is entered into as of 7/30/2025, 20 (the "Effective Date"), between Impact PaySystem, LLC dba Impact Payment Partners ("IPP"), located at 1164 Vickery Lane, Suite 100, Cordova, TN 38016, and Wendy Barber ("MP"), located at 2555 Highland Pointe Dr.

WITNESSETH:

WHEREAS, MP engages in the business of promoting, marketing and selling various payment processing products and services to merchants that accept Cards (as defined below) as payment for goods and services;

WHEREAS, IPP presently provides such services to merchants through bank(s) that are members of the Card Associations (as defined below); and

WHEREAS, MP desires to solicit and refer merchants to IPP for such services.

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions contained herein, the parties hereto agree as follows:

SECTION I - DEFINITIONS

Except as otherwise indicated, and unless the context otherwise clearly requires, the following terms shall have the following meanings in this Agreement:

- (a) "Card" means (i) a valid credit or debit card issued pursuant to the Rules by a member of Visa or MasterCard, or (ii) any other valid credit card, charge card or debit card issued pursuant to the Rules by a Card Association that is accepted by Merchant with IPP's prior written approval.
- (b) "Card Association" means Visa, MasterCard or any other Card issuers that provide Cards that are accepted by Merchants by agreement with a Member Bank and a bank service provider.
- (c) "Cardholder" means the person whose name is embossed upon the face of the Card.
- (d) "Gross Sales" means the total value of card sales generated by an individual Merchant, for any stated time period, and presented to a Member Bank for processing and collection.
- (e) "MasterCard" means MasterCard International, Inc.
- (f) "Member Bank" means any member of Visa and/or MasterCard that has registered IPP as its MP to provide Merchant Card Services.
- (g) "Merchant" means each party solicited by MP and with which IPP and a Member Bank enter into a Merchant Agreement as a result of such solicitation.
- (h) "Merchant Account" means a specific and unique numbered account established by IPP for the processing of a Merchant's Card Transactions.
- (i) "Merchant Agreement" means any agreement in effect by and among IPP, a Member Bank and a business that has been solicited by MP under this Agreement, and shall include any application required to determine if a business would be accepted as a Merchant.
- (i) "Merchant Card Service" means the operations relating to the acceptance, processing and collection of Transactions on behalf of Merchants by IPP. Such operations include, but are not limited to solicitation of prospective Merchants, credit review and approval of Merchants, clearing and settlement of Transactions, customer services and charge back and retrieval services.

(j) “Merchant Program” means the operations, policies and procedures as established by a Member Bank for IPP for the processing and settlement of Card Transactions for Merchants.

(k) “Merchant Program Standards” are the written policies and procedures that may be set forth, from time to time, by Member Bank and IPP to govern the operations of the Merchant Program, including credit and standards to be used by MP in the solicitation of prospective merchants and policies and procedures to ensure that relationship with Merchants are satisfactory and that the Merchant Program is maintained in a financially safe and sound manner.

(l) “Rules” means the rules and regulations of the Card Associations, as they may exist from time to time, and the rules and regulations of any debit network or federal or state department or agency having jurisdiction over the activities of a Member Bank, IPP or MP.

(m) “Sales Person” or “Sales Persons” means those individuals that have been identified to IPP by MP and are managed by MP to solicit and sign Merchants for IPP under the terms of this Agreement.

(n) “Transaction” means any sale of goods or services, or credit for such, from a Merchant for which the customer makes payment through the use of any Card and which is presented to a Member Bank for collection.

(o) “Visa” means Visa U.S.A., Inc. and its affiliated companies.

SECTION II- MERCHANT PROGRAM MARKETING

2.1 Marketing Duties of MP. MP shall identify prospective Merchants that MP believes will meet Merchant Program Standards. MP will obtain all information and documentation required by Merchant Program Standards and any other information and documentation that the Member Bank or IPP may reasonably require.

2.2 Merchant Program Standards. MP shall faithfully and consistently apply Merchant Program Standards to all prospective Merchants and Merchant Agreements, and acknowledges that IPP or its Member Bank may at any time, and from time to time, amend or otherwise change such standards to ensure the financial safety and soundness of the Merchant Program. MP hereby agrees to accept and thereafter abide by all such amendments and changes.

2.3 Use of Merchant Agreements. MP shall use only the form of Merchant Agreement that has been approved by IPP for MP’s use with the Merchant Program. MP shall not make any changes or modifications to any Merchant Agreement without the prior written consent of IPP. IPP reserves the right to amend or change in any manner the Merchant Agreement to be used by MP, including changes to the discount rate, Transaction fees and all other fees due from Merchants. In addition, MP agrees that it will not enter into any agreement or agreements with a Merchant relating to Merchant Card Services or the Merchant Program (collectively, “Side Agreements”) without first submitting the complete form of such Side Agreements to IPP for review and approval. MP represents and warrants to IPP that the Merchant Agreement and any Side Agreement (i) comply with all applicable Rules; (ii) do not contain any untrue statement or omits to state a material fact necessary to make any statement made therein, in light of the circumstances in which it was made, not misleading; and (iii) do not contain any statement that may materially adversely affect the relationship between IPP and the Merchant. MP agrees to leave signed copies of the Merchant Agreement and any Side Agreements with each Merchant after such documents have been signed by Merchant.

2.4 Approval of Merchant Agreements. MP acknowledges that all Merchant Agreements are to be approved by IPP and/or Member Bank, at its sole discretion, and will become effective only upon such approval. Therefore, MP will not make any promise to or create any impression with a prospective Merchant that its Merchant Agreement will be approved prior to Member Bank’s review and approval. Further, MP acknowledges that all aspects of the Merchant Program are subject to the management and approval of IPP and/or Member Bank, and MP shall make no representations

2.5 Acceptable Merchants. MP shall market the Merchant Program only to bona fide and lawful businesses and in accordance with the Merchant Program Standards and this Agreement.

2.6 Adverse Information. MP agrees to notify IPP immediately in writing if MP becomes aware of any (i) information about any actual insolvency or bankruptcy (voluntary or involuntary) of a Merchant or prospective Merchant, (ii) change in ownership, name, structure, federal tax ID number, or business of any Merchant, (iii) other potentially adverse information about or noncompliance with any applicable Rules by a Merchant, (iv) information indicating that any Merchant's use of Cards is other than the bona fide sale of products or services by Merchant, (v) change in the nature of products or services, or method of selling such products or services, by a Merchant, or (vi) false information included by Merchant on its application to IPP or contained in the Merchant Agreement.

2.7 Supplies and Merchant Training. MP shall instruct Merchant to contact IPP in sufficient time to order necessary supplies. MP shall provide proper training on the use of processing equipment and the proper operational procedures for acceptance of credit and/or debit cards according to Association Rules. The foregoing shall include mandatory placement of manual imprinters for all Merchants, except for Internet based merchants. IPP will provide approved manuals and written procedures related to the use of electronic point-of-sale terminals.

2.8 Marketing Materials. MP shall market and sell the Merchant Program in conformance with the Rules. MP shall use only those marketing and promotional materials that have received IPP's prior written approval. Prior to submitting materials for such approval, MP shall independently determine that the materials comply with Rules, Merchant Program Standards and this Agreement. This Section shall not apply to any marketing materials used by MP that do not relate to the Merchant Program.

2.9 Trademarks. Except as specifically provided in this Agreement, MP shall not use the name, logo or marks of IPP, Paymentech, JPMorgan Chase, or any of their respective affiliates for any purpose whatsoever except to the extent expressly authorized in writing by IPP in advance.

2.10 Marketing Name. MP agrees to either utilize IPP as a d/b/a name or if MP wishes to not utilize the d/b/a name of IPP then MP agrees to register its legal and d/b/a name with IPP's Member Bank. MP agrees it will be responsible for paying all applicable initial and ongoing registration fees for the registration of being an Independent Sales Organization or Member Service Provider with IPP's Member Bank.

2.11 Conduct of Business. MP will conduct its business in an ethical and professional manner. MP agrees to immediately notify IPP and Member Bank in writing of any change in the identity or its principal owners or officers.

2.12 Sales Persons. MP shall be responsible for identifying and employing Sales Persons that will solicit Merchants and otherwise market the Merchant Program. All Sales Persons shall be bound by the terms and conditions of this Agreement. MP will actively and diligently monitor its Sales Persons to ensure compliance with all applicable laws and Rules. Upon request, MP will provide to IPP the name, photo identification, sales office location, and social security number of all Sales Persons that represent the Merchant Program to prospective Merchants. MP will update such report as new salespeople are added or as salespeople are terminated. IPP may conduct background investigations on any Sales Persons. MP will take immediate action to rectify any non-compliant activity, or activity which could cause harm to IPP's or Member Bank's reputation or business. IPP shall have the right to cause MP to terminate any Sales Person upon written notice to MP.

2.13 Site Surveys. IPP requires MP or Sales Person to perform an on-site inspection of a Merchant's place of business. This site inspection, if possible, must include a photograph of the facade of the business establishment demonstrating Merchant's d/b/a name and a photograph of the inside of the business premises, preferably showing Merchant's Inventory. For existing businesses a Yellow Page advertisement or business license may be substituted for the, above- mentioned, photographs. A copy of the web site must be submitted for Internet based merchants.

SECTION III- EXPENSES AND COMPENSATION

3.1 Expenses. MP shall be responsible for payment of all expenses relating to its performance of this Agreement, and, except as set forth in Section 3.2, IPP shall have no obligation whatsoever to reimburse MP for any expenses incurred by MP in connection with this Agreement. Further, MP shall be solely responsible for determining whether payment will be made for expenses of any Sales Person and shall be solely liable for any such payment.

3.2 Expenses. IPP shall be responsible for expenses and legal fees incurred by IPP in connection with its initial review of all agreements, marketing materials and other documentation relating to the Merchant Program that are proposed by MP. MP shall pay expenses and legal fees relating to the review of changes to such documents or new documents proposed or used by MP. In addition, MP shall pay all legal fees and expenses incurred by IPP relating to the renegotiations of any term or condition of this Agreement or any renewal of this Agreement, if such renewal involves material changes to the Agreement.

3.3 Payment of Compensation. During any period of time in which this Agreement remains in full force and effect, compensation to MP will be paid as set forth in Addendum A and B (Compensation Plan, Schedule of Processing Fees) which is made a part of this Agreement ("Compensation"). IPP's obligation to pay the Compensation shall arise only at such time as IPP receives payment relating to the Merchants. Compensation will be paid to MP after termination of this Agreement so long as IPP continues to receive payments relating to the Merchants; provided however that MP's right to receive any Compensation will immediately cease if this Agreement is terminated (i) by IPP pursuant to Sections 7.2(a) or (b), or (ii) by MP other than pursuant to Section 7.2(c). To qualify for Discount Compensation all Transaction fees must be charged as agreed unless IPP approves a "bundled rate".

3.4 Review of Documents. IPP will provide an accurate residual report to MP by the last day of each month for processing of the month prior. IPP will pay MP by the last day of each month for processing of the month prior. If MP disputes the Compensation paid by IPP, MP must submit written notification to IPP that a dispute exists and specify in detail the nature of the dispute no later than 10 days after MP received the Compensation. If MP fails to submit the required written notification within the prescribed time period, the parties hereby agree that a dispute no longer exists and MP will be deemed to have unconditionally accepted the Compensation for all services rendered during the time period for which the Compensation relates.

3.5 Setoff Rights; Security Interests. IPP shall have the right of setoff against any funds credited to or owing from IPP to MP for any obligation of MP. IPP may exercise this right of setoff at any time and without notice to MP whether or not the obligations of MP to IPP are then due. As security for the obligations of MP to IPP, MP hereby grants IPP a security interest in all money, instruments and other property of MP that may now or hereafter is held by IPP or the Member Bank.

SECTION IV - ADDITIONAL OBLIGATIONS OF MP

4.1 Compliance with Policies and Procedures. MP agrees to comply with IPP and the Member Bank's policies and Procedures and with Rules. MP agrees that IPP, Member Bank, the Card Associations and any federal or state regulatory agency having jurisdiction over Member Bank or IPP may, from time to time, amend or revise their respective Rules, policies and procedures. MP hereby agrees to accept and abide by all such amendments and revisions within ten (10) days after receipt of such revisions (or immediately if amendments and revisions relate to Rules and require immediate compliance).

4.2 Credit reporting on MP. At IPP's request, MP shall authorize IPP to investigate individual credit bureau reports on each of MP's principals and Sales Persons which shall include any person directly or indirectly owning ten percent (10%) or more of MP, any persons collectively directly or indirectly owning ten percent (10%) or more of MP, any officer or director of MP, any person actively participating in the control of MP's business and any spouse of any of the foregoing.

4.3 Merchant Funds. MP acknowledges that all funds to be paid to or by Merchants in connection with the Merchant Program shall be under the sole control of IPP and Member Bank. MP agrees that if any such funds are sent to MP or any sales person, MP to have received such funds in trust for the benefit of IPP and shall immediately remit such funds directly to IPP.

4.4 Audits. If IPP reasonably believes that MP is not performing its obligations under this Agreement in any material respect, IPP or its designee may (i) conduct an audit or review of MP's operations and books and records; or (ii) conduct performance audits of MP to determine MP's compliance with this Agreement, including compliance with IPP's and Member Bank's policies and procedures and Rules. Any audit shall be upon (15) days written notice and shall be conducted not more than twice in any (12) month period. All costs and expense relating to any such review or audit shall be the responsibility of MP in the event any material irregularities or non-compliance are identified by IPP. If IPP determines that no such irregularities or non-compliance exist, IPP shall bear costs and expenses of the review or audit.

4.5 Sales Locations. MP has disclosed and will continue to disclose to IPP the identity and location of all of its sales locations.

4.6 Card Association Rights. MP agrees that Card Associations have the right, either in law or in equity, to enforce any provision of the Rules and to prohibit MP's conduct that creates a risk of injury to the Card Association or that may adversely affect the integrity of the Card Association's systems and/or information. MP will refrain from taking any action that would have the effect of interfering with or preventing an exercise of such right by a Card Association.

4.7 Merchant Information. MP agrees to comply with all applicable laws, rules, regulations, standards and guidelines adopted or required by the Card Associations or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Card information, including but not limited to the Payment Card Industry Data Security Standards, Visa's Cardholder Information Security Program, Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program, Visa's Payment Application Best Practices, the Payment Card Industry's Payment Application Data Security Standard, MasterCard's POS Terminal Security program, the Payment Card Industry PIN Entry Device Standard, rules and regulations administered by OFAC, the Bank Secrecy Act, anti-money laundering laws, and the USA Patriot Act, in each case as they may be amended from time to time (collectively, the "Security Guidelines"). MP understands that failure to comply with the Security Guidelines may result in the imposition of fines and/or penalties by the Card Associations, governmental entities or other third parties, and MP agrees to indemnify and reimburse IPP immediately for any fine or penalty imposed due to MP's breach of this Section or any violation of the Security Guidelines.

SECTION V - REPRESENTATIONS AND WARRANTIES OF MP

5.1 Representations and Warranties. MP represents and warrants to IPP as follows:

(a) MP has the full power and authority to execute, deliver and perform this Agreement. This Agreement is valid, binding and enforceable against MP in accordance with its terms and no provision requiring MP's performance is in conflict with MP's obligations under any charter or any other agreement (of whatever form or subject) to which MP is a party or by which it is bound.

(b) If other than a sole proprietorship, MP is duly organized, authorized and is in good standing under the laws of the state of its organization and is duly authorized to do business in each other state in which MP's business, including marketing of the Merchant Program, make such authorization necessary or required.

(c) Neither MP nor any of its principals have been subject to any (i) criminal conviction (excluding traffic misdemeanors or petty offenses); (ii) bankruptcy filings; (iii) Internal Revenue Service liens; (iv) federal or state regulatory administrative or enforcement proceedings relating to fraud; or (v) restraining order, decree, injunction or judgment in any proceeding or lawsuit alleging fraud or deceptive practices.

(d) MP will not sell, purchase, provide or exchange card account numbers or Merchant information, or any other confidential information to any third party.

(e) MP's performance of this Agreement will not violate any applicable law or Rule or any agreement to which MP is now or may hereafter be bound.

(f) MP will comply with the terms of this Agreement, with all applicable laws and the Rules, including, but not limited to Visa's Cardholder Information Security Program, MasterCard's Site Data Protection program requirements and the requirements of PCI Security Standards Council, LLC.

5.2 Litigation. In the event MP or any principle (as set forth in Section 4.2) is a party to or named in any pending lawsuits, MP shall provide IPP with a list of the same at the time of MP's execution of this Agreement. Further, MP shall promptly notify IPP (within 30 days) of any litigation to which it or any such principle becomes a party or in which they may be named during any time in which this Agreement is in effect.

SECTION VI- NON-SOLICITATION; CONFIDENTIALITY

6.1 Non-Solicitation of Merchants. Without IPP's prior written consent, MP shall not cause or permit any of its employees, MP's, principles, affiliates, subsidiaries, Sales Persons (including Sales Personnel) or any other person or entity (i) to solicit or provide services to any Merchant; (ii) to solicit or otherwise cause any Merchant to terminate its participation in the Merchant Program; or (iii) to solicit or market services to any merchant that is already directly or indirectly provided Merchant Card Services by IPP, whether or not such are provided under the terms of this Agreement. This Section 6.1 shall survive for a period of three (3) years following any termination of this Agreement. MP will have the right to solicit Merchants for other services that it may provide other than payment processing or ACH services. MP also understands that both parties have a unique relationship with the Merchant and MP may offer any services other than payment processing and ACH services.

6.2 Confidential Information. IPP views the data, information, merchant lists, pricing schedules, accounts, records, vendors, contractors, third party servicers, partners and suppliers relative to its business as its "Confidential Information." MP agrees that neither MP nor any of its employees or Sales Persons will use for its own purposes or will disclose to any third party, unless required by law or as is required to perform the obligations under this Agreement, any Confidential Information. MP will retain in strictest confidence all Confidential Information during the term of this Agreement and for a period of 2 years after termination of this Agreement and MP will use the same degree of care and discretion that MP uses to protect its own confidential information. Confidential Information shall not include information that: (i) is or becomes within the public domain through no act of the disclosing party in breach of this Agreement, (ii) was in MP's possession prior to its disclosure under this Agreement as shown by MP's books and records, or (iii) was received from another source that has no restriction on use or disclosure.

6.3 Remedy. In the event of a breach of Sections 6.1 or 6.2, the parties agree that the non-breaching party will suffer irreparable harm, and that the amount of monetary damages would be impossible to calculate. Thus, the non-breaching party will be entitled to injunctive relief in addition to any other rights to which the non-breaching party may be entitled, without the necessity of proof of actual damages.

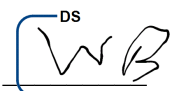
SECTION VII- TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for a period of (3) years, commencing on the date first set forth above. This Agreement shall thereafter be automatically renewed for additional terms of one (1) year each unless either party notifies the other no later than thirty (30) days' prior to the end of the current term that it does not wish to renew this Agreement.

7.2 Termination. This Agreement may be terminated at any time as follows:

(a) IPP may terminate this Agreement immediately upon notice to MP in the following circumstances:

- i. If MP becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, a receiver is appointed for MP, or MP makes an assignment for benefit of creditors, or admits its inability to pay its debts as they become due.
- ii. Any determination by IPP in its commercially reasonable discretion that MP or any of its employees or Sales Persons has engaged in fraud, misrepresentation relating to any matter subject to this Agreement, or any activity or pattern of activity that has caused or may cause material, irreparable harm to IPP or Member Bank.



iii. If any circumstances arise regarding MP or its business that create harm or loss of goodwill to IPP or Member Bank or any card association or debit network.

(b) IPP may terminate this Agreement upon notice to MP should any of the following events (each an “Event of Default”) occur and remain uncured 30 days following notification of the Event of Default by IPP to MP. Notwithstanding the foregoing, if IPP determines in its commercially reasonable discretion that an Event of Default cannot be cured within such 30 day period, IPP can terminate this Agreement immediately upon notice to MP.

- i. Any material violation of the Rules by MP or any of its employees or Sales Persons.
- ii. Any material breach of any representation, warranty, term or condition of this Agreement by MP or any of its employees or Sales Persons.
- iii. Any failure of MP to pay to IPP any amounts when due.
- iv. Any determination by IPP that MP or any of its employees or Sales Persons has engaged in any activity that IPP reasonably believes represents a significant reputation risk to IPP.
- v. If MP’s financial or business condition materially deteriorates.

(c) MP may terminate this Agreement for material breach not remedied within 30 days after receipt by IPP of written notice identifying in reasonable detail the reasons for such breach.

(d) IPP may terminate this Agreement immediately upon notice to MP if (i) required by Member Bank, any Card Association, any automated clearing house or similar entity or by law to terminate this Agreement, or (ii) it becomes impossible or impractical for IPP to perform its obligations under this Agreement by reason of changes in laws or the Rules which this Agreement cannot reasonably be modified to accommodate.

SECTION VIII- EFFECT OF TERMINATION

8.1 Damages. If Sections 6.1 or 6.2 are violated, MP shall, upon demand by IPP, be required to pay damages to IPP in an amount equal to the revenue that IPP would have received from Merchants solicited or benefits derived by MP or any of its employees or Sales Persons from the use or disclosure of Confidential Information in violation of this Agreement. IPP’s rights under this Section 8.1 shall be in addition to all other rights granted to IPP under this Agreement or otherwise available at law or in equity.

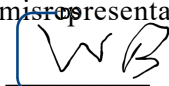
8.2 Obligations Upon Termination. Upon termination of this Agreement, MP shall return to IPP all marketing materials, price lists, merchant lists, equipment, supplies and any other property or Confidential Information of IPP in MP’s possession at the time of termination.

8.3 Certain Post-Termination Rights. No termination of this Agreement will affect: (i) any Merchant Agreement in effect as of the date of termination, or (ii) any right of IPP with regard to the collection of fees owed, or MP’s liabilities. MP will fully cooperate with IPP throughout the remaining term of each Merchant Agreement.

8.4 Payment of Compensation. Payment of Compensation after termination of this Agreement shall be in accordance with Section 3.3 hereof.

SECTION IX - ADDITIONAL TERMS AND CONDITIONS

9.1 Indemnification. MP agrees to indemnify and hold IPP, its members, officers, managers, affiliates, MPs, contractors, partners, employees, attorneys, accountants, advisors and consultants (collectively, the “Indemnified Parties”) harmless from and against, and to promptly reimburse the Indemnified Parties for, any and all actions, claims, demands, damages, losses, liabilities, judgments, fines, penalties and expenses, including reasonable attorney fees and litigation costs (collectively, “Losses”), incurred by such Indemnified Parties arising from or relating to any (i) breach by MP or any of its employees or Sales Persons of any representation or warranty or the nonfulfillment of any obligation, undertaking, covenant or agreement on the part of MP under this Agreement, (ii) any claim by a third party relating to acts or omissions of MP or its employees or Sales Persons in connection with the solicitation of Merchants, (iii) any intentional or negligent act taken by MP, its employees or Sales Persons against the interests of IPP or Member Bank and, therefore, outside the scope of the independent contractor relationship hereunder, (iv) any misrepresentation or fraud



arising out of MP's or its employees or Sales Persons' performance of its duties under this Agreement, (v) any misrepresentation, negligence, fraud, or willful misconduct by MP or any its employees or Sales Persons, (vi) any breach of this Agreement by MP, any of its employees or Sales Persons, (vii) any fine or penalty imposed upon IPP if such fine or penalty is attributable to the conduct of MP or its employees or Sales Persons, or (viii) any tax liability of MP.

9.2 LIMITATION OF LIABILITY AND DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL IPP BE LIABLE FOR LOSS OF REVENUE OR PROFITS, EXPENSE OR INCONVENIENCE, OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) IN CONNECTION WITH OR ARISING OUT OF IPP'S PERFORMANCE OR NON-PERFORMANCE (INCLUDING BREACH) UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT, OR CAUSED BY THE USE, MISUSE OR INABILITY TO BENEFIT FROM ANY OF THE SERVICES, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE. The cumulative liability of IPP for any and all causes arising from or in connection with this Agreement, whether arising out of negligence, breach of contract, tort or otherwise, shall not exceed the lesser of (i) amounts paid to MP by IPP under the Pricing Schedules for the 3 months preceding any tort, breach or other liability alleged by MP or (ii) \$10,000. The limitations set forth in this Section shall apply whether or not the alleged breach or default is a breach of a fundamental condition or term, or a fundamental breach, or if any limited warranty or limited remedy fails of its essential purpose.

9.3 Relationship of Parties. IPP and MP will be deemed to be independent contractors and will not be considered to be an MP, servant, employee, joint venture or partner of the other. Neither MP nor any of its Sales MPs are entitled to workers compensation insurance, unemployment compensation insurance, pension or profit sharing or other benefits or rights of any kind or nature from or through IPP. Neither MP nor its Sales MPs will (i) bind IPP to any contract or agreement, (ii) incur any obligation on behalf of IPP, (iii) release assign or transfer any agreement, claim, security or any other asset of IPP, (iv) borrow or lend any money in the name of IPP, or (v) submit to any claim or liability related to the merchant agreements and/or allow judgment to be taken or confessed against IPP.

9.4 Tax Liability. All expenses and tax liabilities resulting from MP's performance under this Agreement will be MP's sole responsibility. MP agrees to pay such taxes timely and to report the revenue derived from this Agreement in a manner consistent with MP's relationship set forth in this Agreement. MP agrees that if any government entity claims that any taxes are due on MP's behalf, MP will hold IPP harmless and defend IPP against such claims and indemnify IPP for any Losses sustained by IPP because of such claims.

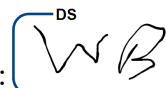
9.5 Waiver. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

9.6 Assignment. MP may not assign any of its rights or obligations under this Agreement (including its right to receive Compensation hereunder), either directly or by operation of law, without the prior written consent of IPP and any unauthorized attempted assignment will be null and void.

9.7 Amendments. IPP may amend this Agreement at any time upon 30 days prior written notice to MP.

9.8 Notices. All notices and other communication required or permitted under this Agreement shall be in writing and given by personal delivery, telecopy (confirmed by a mailed copy) or first class mail, postage prepaid and shall be IPP deemed received on the third business day after mailing addressed as follows:

(a) If to IPP: Impact PaySystem, LLC d/b/a Impact Payment Partners
c/o Dee Karawadra
1164 Vickery Lane
Suite 100
Cordova, TN 38016



(b) **If to MP:**

Wendy Barber

2555 Highland Pointe Dr.

Cumming,GA 30041

9.9 Severability. The invalidity of any section or subsection hereof shall not affect the validity of another section or subsection hereof.

9.10 Section Headings. The section headings contained is in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement.

9.11 Counterparts. This Agreement may be executed in the original or by facsimile and/or in one or more counterparts, each of who shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

9.12 Entire Agreement: Binding Effect. This Agreement including all schedules, exhibits and attachments thereto embodies the entire understanding and agreement of the parties with respect to the subject matter hereof. This Agreement shall be binding upon and shall inure only to the benefit of the party's hereto and there respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

9.13 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee (without regard to conflicts of laws principles). The parties hereby consent to the sole and exclusive jurisdiction to the state and federal courts located in Shelby County, Tennessee for any dispute arising out of this Agreement. THE PARTIES SPECIFICALLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT, OR BETWEEN THE PARTIES FOR ANY REASON.

9.14 Future Registration. If MP becomes a registered independent sales organization ("ISO") sponsored by IPP's Member Bank, MP may transfer all Merchants that is has placed under this Agreement to its new ISO agreement with IPP and be compensated pursuant to that new agreement as to the Merchants that it has placed under this Agreement.

9.15 Survival. All representations and warranties shall survive the execution of this Agreement. Sections 2.6, 3.3, 4.7, 6.1, 6.2, 8.1 and this Article IX shall survive any expiration or termination of this Agreement.

SECTION X – SIGNING

IN WITNESS WHEREOF, this Agreement is executed by duly authorized officers of the parties and shall be effective as of the date first above written.

By: Impact PaySystem, LLC

MP: Wendy Erin Barber

Signed by:
Signature: Dee Karawadra
Print: Dee Karawadra
Title: CEO
Date: 8/1/2025

DocuSigned by:
Signature: Wendy Barber
Print: Wendy Barber
Title: Manager/member
Date: 7/30/2025



ADDENDUM A **Compensation Plan**

MP = Managing Partner

An MP is a Managing Partner soliciting businesses for payment related services. All levels can be achieved alone or with a team.

Requirements: Application, W9 and Proof of identification. You are committing to:

- *Manage the merchant accounts you personally sign up*
- *Close and manage Referral Partners as well as their accounts*
- *Assist level 1 Managing Partners with attaining their first 7 merchant accounts*
- *Train level 1 MPs on how to manage their accounts*

You will receive a starter pack includes: Business Portfolio, 500 business cards, Marketing Materials and assistance from your sponsoring MP and your coach to get you started

MP Personal MA Commission

Merchant Accounts = 25%

RP Accounts = 15% + eligible for personal MA Bonus

MP Accounts = Levels and Requirements Listed Below

Additional Commission with Requirements:

MA = Merchant Account (Must be active)

The commission is based on net revenue minus the cost as listed on the Pricing Addendum.

MP Team Bonus

Bonus	# Personal MAs	Commission	Level Paid On
1 Star MP ★ (Level 1)	7	10%	1
2 Star MP ★★ (Level 2)	10	5%	2



ADDENDUM A **Compensation Plan**

Level-Up Bonus

Bonus	# Personal MAs	Commission
Bronze	100	\$250/Monthly
Silver*	250	Managing Partner increases from 25% to 30%
Gold*	500	Managing Partner increases from 30% to 35%
Platinum*	1000	Managing Partner increases from 35% to 40%

*Level-up Silver, Gold and Platinum requires Level-Up Course Training

iBuxx Upfront Commissions

New MPs will receive upfront commissions on Personal iBuxx Cash Discount MAs. Commissions are per new MA and based on that MAs recent statement. Any merchant that cancels within first 12 months, IPP reserves the right to charge back the bonus amount.

Total Monthly Transaction Value Range*	Upfront Commissions
\$0 - \$25,000	\$100
\$25,001 - \$50,000	\$250
\$50,001 - \$100,000	\$500
\$100,001 - \$250,000	\$1,000
\$250,001 - \$500,000	\$2,500
\$500,001 - \$1,000,000	\$5,000
\$1,000,000 +	\$7,500

*Payment related services include but is not limited to Processing of Credit Cards, Debit cards, Check Services and Gift Cards. The commission structure is based on total number of active Credit Card merchants. The commission is based on net revenue minus the cost (as listed on the Pricing Addendum).



Schedule A

Revenue Split Pricing Gross Interchange Pass-Through + Dues & Assessments Pass-Thru

Interchange	Fees			
Visa/MC/Disc Association Fees and Related Charges	Pass-Thru			
Revenue Share	100%	97%	90%	70%
Network/Risk Fees	WorldPay/Vantiv	Fiserv /First Data	Secure Bancard-Low Risk (Cash Discount)	Secure Bancard High Risk
Risk Monitoring Fee (Basis Points on processing volume)	0.0075%	0.0150%	0.020%	0.020%
American Express Discount	0.100%	0.150%	pass-thru	pass-thru
Visa/MC/Disc Authorization fee	\$0.04	\$0.03	\$ 0.03	\$ 0.05
Decline	\$0.03	\$0.03	\$ 0.03	\$ 0.05
EBT Transaction Fee	\$0.04	\$0.04	\$ 0.03	\$ 0.05
Pin Debit Per Item	\$0.03	\$0.04	\$ 0.03	\$ 0.05
AVS Fee	\$0.00	\$0.00	\$0.01	\$0.02
CVV2 Fee	\$0.00	\$0.00	\$0.01	\$0.02
Batch/ACH Fee (per deposit)	\$0.00	\$0.04	\$0.06	\$0.05
Voice Authorizations	\$0.65	\$1.50	\$0.00	\$0.00
Referral Voice Auth Call	\$1.95	\$1.50	\$0.00	\$0.00
Voice Auth - IVR/ ARU Per Attempt	\$0.55	\$1.50	\$0.00	\$0.00
Voice Authorizations	\$0.65	\$1.50	\$0.00	\$0.00
IVR/ARU Trans Fee	\$0.55	\$0.03	\$0.00	\$0.00
Monthly/One Time Fees	WorldPay/Vantiv	Fiserv First Data	Secure Bancard-Low Risk (Cash Discount)	Secure Bancard High Risk
Monthly Account on File (Plus Postage: Pass-Through)	\$3.75	\$7.00	\$1.00	\$2.00
Statement Fee	\$0.00	\$0.55	\$1.00	\$1.00
Chargeback Fee	\$10.00	\$10.00	\$15.00	\$15.00
Retrieval Fee	\$5.00	\$1.50	\$12.00	\$12.00
ACH Reject Fee	\$0.00	\$2.50	\$15.00	\$25.00
PCI - Compliance Fee	\$4.95	\$2.00	\$0.00	\$0.00
PCI - Non-Compliance Fee	\$19.95	\$5.00	\$0.00	\$8.95
Regulatory Compliance Fee	\$0.00	\$2.00	\$0.00	\$8.95
Welcome Kit	\$3.95	\$0.00	\$0.00	\$0.00
Micros Transaction Fee (per item)	\$0.05	\$0.00	N/A	N/A



Schedule A

Revenue Split Pricing Gross Interchange Pass-Through + Dues & Assessments Pass-Thru

Monthly/One Time Fees	WorldPay/Vantiv	Fiserv First Data	Secure Bancard-Low Risk (Cash Discount)	Secure Bancard High Risk
Micros/Merchant Link Auth/Settle Fee (per auth)	\$0.00	\$0.08	N/A	N/A
Fleet Card Surcharge	N/A	\$0.01	N/A	N/A
BuyPass Pre-Auth	N/A	\$0.01	N/A	N/A
Confirmation Letter	N/A	\$0.90	N/A	N/A
Bank Wire	N/A	\$2.50	N/A	N/A
Wireless Set-Up Fee	\$40.00	\$25.00	N/A	N/A
Wireless Monthly Fee	\$15.00	\$15.00	N/A	N/A
Wireless Transaction Fee (per Item)	\$0.07	pass-thru	N/A	N/A
Gateway/Wireless Fees	WorldPay/Vantiv	Fiserv First Data	Secure Bancard-Low Risk (Cash Discount)	Secure Bancard High Risk
Authorize.net One Time Activation Fee	\$59	N/A	\$0.00	\$0.00
Authorize.net Gateway Hosting Fee	\$7.95	N/A	\$12.00	\$12.00
Authorize.net Transaction Fee	\$0.05	N/A	\$0.05	\$0.05
Authorize.net Batch Fee	\$0	N/A	\$0.05	\$0.05
CardPointe-CoPilot Platform Fee	N/A	\$7.50	N/A	N/A
CardPointe Transaction Fee	N/A	\$0.04	N/A	N/A

DS
WB

Initial Here:



Schedule A

Revenue Split Pricing Gross Interchange Pass-Through + Dues & Assessments Pass-Thru

Swipe Simple

Swipe Simple Company Account Pricing (Required)

Monthly Fee - Payments	\$9.95
Monthly Fee - Terminal	\$9.95
Monthly Fee - Register	\$14.95
Per Transaction Fee	\$0.00

Swipe Simple Add-On Pricing (Optional)

Add-on Monthly Fee - Gateway Merchant Account	\$5.95
Add-on Monthly Fee - PAX A80 or A920 Device Connection	\$5.95
Add-on Monthly Fee - PAX Aries 8 Device Connection	\$9.95
Add-on Monthly Fee - Additional User	\$2.95
Add-on Monthly Fee - Automatic Adjustment Capability	\$5.00

Swipe Simple One Time Setup Pricing

One Time Setup Fee - Company Account	\$9.95
One Time Setup Fee - Add-on Gateway Merchant Account or Device Connection	\$9.95
One Time Setup Fee - Add-on Additional User	\$0.00
One Time Setup Fee - Automatic Adjustment Capability	\$0.00

Valor Paytech

Modules	Fixed Monthly	Add Terminal	Per Auth	Text Messages (>100)
Portal Access	\$4.95	\$2.00	\$0.00	NA
Virtual Terminal / eCommerce	\$9.99	NA	\$0.05	NA
Engage My Customer	\$9.95	NA	NA	\$0.05
Portal Bundle Access	\$16.75	\$2.00	\$0.05	\$0.05

Valor Paytech Sim Card and Data Package

SIM Card Monthly (\$10 Card Activation Fee)	\$9.95 per 50 MB
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