

ADDENDUM TO PARTNER AGREEMENT
FOR TERMINAL ACCESS PPROGRAM

This Addendum (the “**Addendum**”) is an Addendum to the Partner Agreement (“**Agreement**”) with an Effective Date between [] (“**Partner**”) and, and Merchant Industry, LLC with offices at 36-36 33rd St., Long Island City, NY 11106 (“**Merchant Industry**”) and is hereby incorporated by reference into the Agreement. This Addendum is effective as of _____, 20____ (“**Addendum Effective Date**”). Capitalized terms that appear in this Addendum shall have the meaning attributed to them in the Agreement, unless specifically defined below, in which case, that definition shall apply.

This Addendum outlines additional rights and obligations not addressed in the Agreement that are specific to Partner providing Merchant’s access to Merchant Industry’s Terminal Access Program that makes certain POS hardware (“**Equipment**”) available to Merchants (the “**Program**”). References in this Addendum to the Agreement include terms and conditions of this Addendum. Therefore, for adequate consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. Terminal Access Program. Partner will make market and promote the Program to all Merchants in accordance with the then current documentation made available by Merchant Industry to Partner (“**Documentation**”). The Documentation will include a description of the Equipment made available through the Program, the current pricing for the Equipment, any minimum term commitments for participation in the Program, and any other additional requirements.
2. Merchants. Partner will market and promote the Program to all Merchants, but only Approved Merchants will have the ability to participate in the Program. Partner will ensure that, prior to participation in the Program, each Approved Merchant will enter into a Terminal Access Program Agreement, the form of which is attached hereto as Schedule A. Partner will not earn any commissions or any other amounts on payments made by Merchants related to the Equipment.
3. Marketing Materials. Partner will use brochures, and other promotional literature and marketing materials describing the Program (the “**Collateral**”) in marketing and promoting the Program. Partner will leverage the Collateral made available to Partner by Merchant Industry, or Partner may develop Collateral, in which case the Collateral must be approved in writing by Merchant Industry prior to use. Partner will only use Collateral provided or approved by Merchant Industry in connection with its marketing and promotion of the Program. Partner will not make any representation, warranties, or other promises or guarantees related to the Program or the performance of the Equipment.
4. Technical Assistance. Partner will assist the Merchant in the selection of the appropriate Equipment for the Merchant’s particular circumstances. Partner will provide training to the Merchant in the use and operation of the Equipment and will assist the Merchant with the installation of the Equipment. In addition, while Partner is not obligated to provide technical assistance directly to the Merchant, Partner will assist the Merchant with technical questions and in facilitating any support or maintenance that Merchant Industry will provide as described in the Documentation. Partner will not make any modifications to the Equipment, or suggest or authorize the Merchant to make any modifications to the Equipment, except with the express direction of Merchant Industry.

5. Ownership; Equipment Return. Partner acknowledges and agrees that the Equipment is, and will remain at all times, the exclusive property of Merchant Industry or its assigns. Upon Merchant Industry's written request, Partner will provide reasonable assistance to Merchant Industry to affect the prompt return of the Equipment to Merchant Industry.

6. Possession of Equipment. In the event Partner will receive shipment of the Equipment on behalf of a Merchant, risk of damage or loss with respect to the Equipment will pass to Partner upon Partner's receipt of the Equipment and will remain with Partner until delivery of the Equipment to the Merchant. Partner will exercise reasonable care consistent with industry standards to protect the Equipment from loss, theft, damage, or other harm while the Equipment is in Partner's possession and will reimburse Merchant for any loss, theft, damage or other harm to the Equipment occurring while the Equipment is in Partner's possession.

Merchant Industry, LLC

Partner

By: _____

By: _____

Its: _____

Its: _____

SCHEDULE A

Form of Terminal Access Program Agreement