

**Addendum to Merchant Application and Agreement
(Dual Pricing Program)**

Merchant Name: _____ (“Merchant”)

MID: _____

This Addendum supplements, and is hereby made a part of, that certain merchant application and merchant agreement terms and conditions (collectively, the “Merchant Agreement”) with PayArc, LLC (“PayArc”). The matters described in this Addendum are subject to the terms and conditions of the Merchant Agreement, except to the extent the terms of this Addendum directly conflict with another provision of the Merchant Agreement, in which case the terms of this Addendum will control. Except as otherwise amended pursuant to this Addendum, the Merchant Agreement remains in full force and effect in accordance with its terms.

1. Dual Pricing Program. Upon execution of this Addendum by Merchant, Merchant will be enrolled in PayArc’s Dual Pricing Program. The Dual Pricing Program allows Merchant to share its interchange processing costs with its customers. An equipment upgrade may be required for Merchant to participate in the Dual Pricing Program. Any exchange of Merchant’s current point-of-sale (POS) equipment or any such upgrade in equipment in order to participate in the Dual Pricing Program will be at Merchant’s costs. PayArc will provide at no charge to Merchant all required public disclosure signage informing Merchant’s customers of the Dual Pricing Program. Merchant agrees to install and place such signage at the entrance of Merchant’s location and in a clear and conspicuous location at Merchant’s POS. All such signage must remain visible to the public at all times during Merchant’s participation in the Dual Pricing Program. Merchant further agrees to install replacement signage and/or window sticker decals as may be required by PayArc.

2. Product Pricing. As stated on the disclosure signage, through the use of PayArc’s proprietary payment terminal software, Merchant agrees that it will list credit card prices and cash prices as part of its regular, standard product pricing. Merchant agrees to establish the amount of ___% of the sale transaction (equal to Merchant’s discount rate) as a discount to the customer for paying by cash or check. All individual posted product pricing at Merchant’s location will be the credit card price. Merchant agrees not to provide any cash back, extra cash, change, or any other form of additional funds to a customer which could cause the total sales transaction amount to increase in value beyond the original sales ticket amount. PayArc will have the right, in its sole discretion, to increase or lower Merchant’s discount rate from time to time in order to comply with card brand rules or otherwise as business conditions change.

3. Compliance. Merchant shall at all times comply with all PayArc policies and procedures related to Merchant’s participation in the Dual Pricing Program. Further, Merchant acknowledges that Merchant’s participation in the Dual Pricing Program does not change or amend any of Merchant’s liabilities or responsibilities under the Merchant Agreement. It is Merchant’s responsibility to comply with all applicable state or federal laws or the rules and regulations of the card brands, including with respect to its participation in the Dual Pricing Program and implementation of the program at Merchant’s location. Merchant shall be solely responsible for any fines or penalties imposed on Merchant or PayArc related to any such non-compliance.

4. Program Changes. Merchant acknowledges and agrees that PayArc reserves the right to change, modify, suspend or discontinue, in whole or in part, the Dual Pricing Program upon notice to Merchant if the program is subject to a change in a law, rule, regulation, policy or other requirement, including card brand rules or regulations, which would prohibit PayArc from continuing to provide the program or that would make the continued provision of the program unreasonably burdensome.

5. Participation Fees. PayArc will have the right to initiate an ACH debit entry on Merchant's bank account for all amounts owed by Merchant to PayArc under the Dual Pricing Program or otherwise in accordance with the Merchant Agreement.

By signing below, Merchant authorizes PayArc to automatically debit its merchant bank account on the first day of each month for the full amount of the license and technology fee associated with its participation in the Dual Pricing Program. Merchant hereby agrees, accepts and acknowledges all terms and conditions as contained herein and acknowledges that by signing below, this Addendum will supplement and become a part of the Merchant Agreement.

Merchant Acceptance:

By: _____

Name: _____
(please print or type)

Title: _____

Date: _____