



## Integrity Solutions - AGENT AGREEMENT

This Agent Agreement is entered into by and between POS Solutions, LLC DBA Integrity Solutions a Kansas Limited Liability Company, with its principal place of business located at 16250 Foster St Stillwell, KS 66085 (“Company”), and the entity and/or individual whose name and address are set forth below on the signature page for this Agreement (“Agent”).

WHEREAS the Company is engaged in merchant credit/debit card processing and the sale and leasing of point of sale equipment, software, internet solutions through Visa USA (“Visa”) and Mastercard International (“MasterCard”) Registered Centers, Member Service Providers, Independent Sales Organizations, and Member Banks.

WHEREAS, Company desires to retain Agent as an independent contractor and nonexclusive agency to assist Company in soliciting prospective merchants to apply to various Member Banks for merchant agreements. Agent desires to render such assistance to Company in accordance with the terms and conditions of this agreement.

NOW, THEREFORE, Company and Agent, in consideration of the mutual covenants and agreements set forth herein, including, without limitation, the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

### 1. Non-Exclusive Appointment of Agent

Company hereby appoints Agent, on a non-exclusive basis, and Agent accepts such appointment, as a marketing and agent of Company for the purpose of soliciting prospective merchants to make application to various member banks for merchant agreements, to solicit the sale of point of sale equipment to prospective merchants, and to provide various and sundry merchant account services on behalf of Company as more specifically set forth herein. Agent shall utilize its best efforts in the performance of its obligations hereunder, and shall at all times hereunder conduct itself in a reputable manner and in full compliance with all applicable laws, rules, regulations, decisions and orders, including any all applicable rules and regulations of Visa and MasterCard. The parties understand that this Agreement is nonexclusive and that the parties each reserve the right to enter into similar agreements with other organizations and/or individuals; Provided, however, that Agent shall not use any of the confidential information of Company in connection with any of Agent’s other business relationships.

## 2. Relationship of the Parties

The parties acknowledge and agree that their respective relationship with one another is solely that of an independent contractor and nothing herein shall be construed to constitute a relationship between Company and Agent as employer/employee, partners, joint venturers, or otherwise. No party shall have any power, right, or authority, express or implied, to represent, act, or otherwise create or assume any other obligation on behalf of, or binding upon, any party hereto. It is further understood and agreed that Agent is solely responsible for paying (and Company has no responsibility whatsoever) for any of Agent's expenses, including, but not limited to, travel, entertainment, office expenses, dues and subscriptions, telephone, education, licenses and/or computers. Agent shall receive no fringe benefits, no insurance benefits, no disability income, no vacation pay, no holiday pay, no sick pay, no expense reimbursement, no profit sharing or pension retirement plan contributions, or any other fringe benefits intended for the Company's employees. The Company shall not be obligated to provide any facilities, furniture, or equipment to the Agent. In the event the Company chooses, in its sole discretion, to make its facilities, furniture, and/or equipment available to Agent, Agent shall reimburse the Company for use of the Company's facilities, office equipment, telephones, and parking spaces as set forth below. The Agent shall not be required to work any specified hours, or specified days.

## 3. Duties of Agents

At all times hereunder, the duties and obligations of Agent shall be as follows:

- (a) Solicitation of Merchants. Agent shall solicit prospective merchants to apply to various member banks for merchant agreements. It shall be the responsibility of Agent to provide each such prospective merchant with all applicable materials and information required by the various member banks for merchant account approval, including, but no limited to, merchant application, the merchant processing agreement, and any written instructions for completion of the merchant application, each in the form and content as may be required by Company and/or the member banks from time to time. Agent may also offer to approved merchants the opportunity to buy and/or lease certain point of sale equipment, supplies and related electronic terminals, and electronic draft capture aides. Agent shall only offer point of sale equipment on behalf of the Company provided that Company has previously approved the equipment.
- (b) Submission of Completed Documents. It shall be the responsibility of Agent to submit to Company, as to prospective merchants applying to the various member banks through the Company during the term of this Agreement, a completed and signed merchant application and a completed and signed merchant agreement, together with any required additional documentation or information (i.e., personal or business financial statements, tax returns, etc.) for each application submitted by Agent. All such materials, documents, and information must be submitted by Agent to Company in a complete, accurate, and legible manner.
- (c) Merchant Approval and Cancellation. Agent expressly acknowledges that the various member banks shall have the right, in their sole and exclusive discretion to approve or disapprove all applications of prospective merchants submitted by Agent, and that the various member banks

may cancel any merchant agreements between the bank and any approved merchants in its sole discretion.

#### 4. Covenants and Warranties of Agent.

Agent hereby warrants and represent to Company the following:

- (a) Rules and Regulations of Mastercard and Visa. Agent is familiar with and understands all of the rules and regulations of Visa and MasterCard (including authorized, legitimate and proper use of Visa, MasterCard and affiliated credit card trademarks and names), and hereby expressly agrees that it shall strictly abide by all such rules and regulations, as those rules and regulations may be amended from time to time at all times hereunder.
- (b) Marketing and Promotional Materials. Agent hereby covenants and agrees that all marketing and promotional materials utilize by Agent in furtherance of its activities hereunder, will only be materials which have been pre-approved in advance by the Company.
- (c) Self-Employment - Agent is self-employed and holds the necessary business licenses, if required, to conduct its business as an independent Agent. Agent shall prepare and file with the IRS and relevant state and local revenue authorities all appropriate tax forms and schedules to report the compensation paid to the Agent pursuant to the terms of this Agreement. Agent shall pay and assume all liabilities for payment of all state and federal income taxes arising out of the relationship between Company and Agent. Agent shall maintain its own books and records in whatever format that Agent may select.
- (d) Non-Solicitation - Interference. So long as any merchant agreement pertaining to any merchant solicited by Agent on behalf of Company remains in effect, Agent shall not solicit from, or interfere in any manner whatsoever, with the contractual rights and interest of the various member banks and/or the Company under any such merchant agreement, either directly or indirectly (including, without limitation, through any partnership, joint venture, or any other entity or arrangement whatsoever), nor shall Agent cause or attempt to cause any approved merchant or other merchant of the Company to engage in any bank card transaction processing through any person or entity other than the Company and/or the various member banks. If Agent directly or indirectly violates the provisions of this subparagraph 4(d), by its own act or omission, or by permitting the act or omission of any other person or entity, then any and all payments due to Agent pursuant to this Agreement shall immediately cease and Company shall have no further obligation to make any such payments, and shall be entitled to all other remedies it may have under this Agreement or applicable law. The covenants and provisions of this subparagraph 4(d), shall survive the termination of this Agreement.
- (e) Non-Solicitation – Circumvention. Agent agrees that neither Agent nor its affiliates, subsidiaries, relations, assigns, or sub-agents will, directly or indirectly, contact, solicit, or otherwise engage with any Provider(s) having a relationship with Company for the purpose, directly or indirectly, of providing or receiving services related to or offered by Company or its Provider(s).

## 5. Term of Agreement.

- (a) The initial term of this Agreement shall be for a period of one year commencing on the date that this Agreement is executed by all parties. This Agreement shall thereafter be automatically renewed for additional terms of one year unless either party notifies the other at least 30 days prior to the end of the current term that it does not wish to renew this Agreement.
- (b) Notwithstanding the foregoing, either party shall have the absolute right to terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. Furthermore, either party shall have the right to terminate this Agreement at any time, and without notice, if the other party breaches or otherwise fails to perform any of the provisions or covenants of this Agreement.

## 6. Confidentiality of Information.

Agent acknowledges that they may directly or indirectly receive information concerning Company's trade secrets, methods, processes, or procedures, and other confidential financial or business information in the course of negotiations of and performance of this Agreement. All such confidential information disclosed to Agent hereunder shall remain the sole property of the Company, and the Agent shall have no interest or rights with respect to this confidential information. In connection with this provision, Agent agrees to execute Company's standard confidentiality agreement concurrently with the execution of this Agreement. Agent agrees that during the term of this Agreement and for two years after the end of this Agreement, Agent will not solicit the employees, agents, sales people, or known referral sources of Company to terminate their relationship with the Company.

## 7. Compensation of Agent.

- (a) During any period of time that this Agreement remains in full force and effect, Company shall pay to Agent the compensation set forth on the attached addendum "A" the terms of which are made a part of this Agreement.
- (a) Unless this Agreement is terminated as a result of a breach of this Agreement by Agent, Company agrees to make payments to Agent in perpetuity as set forth in the preceding paragraph for any merchant obtained by Company through Agent's performance of this Agreement for any period of time during which such merchant remains with Company's merchant program and the cumulative monthly payments due to Agent pursuant to this paragraph exceeds \$100.00 per month. In addition, Agent's right to receive compensation under this Agreement shall terminate immediately in the event that, during the term of this Agreement and/or following the termination of this Agreement, Agent or any of its subsidiaries, affiliates, or agents, directly or indirectly, solicits or contacts any of Company's merchants, for the purpose, directly or indirectly, of providing or receiving merchant services or

otherwise encourages one of Company's merchants to terminate a merchant agreement with Company or Company's Member Banks.

- (b) Agent hereby agrees that the payment of any commissions earned shall not become due or payable until such time as Company is in actual receipt of the commissions or concessions beyond recourse. Furthermore, in the event Company is required to repay any commissions received by Company in connection with one of Company's merchant accounts for which Agent has previously received commission, the amounts previously received by Agent in connection with this account shall be charged back to Agent and may be deducted from any commissions due and owing to Agent under this Agreement. Additionally, any sales order transaction placed by the Agent that results in a "cost" only situation, with no "profit" (as outlined in the addendum attached hereto), shall be the sole financial responsibility of Agent.
- (c) Company reserves the right and may pass through to Agent certain fees or penalties imposed by any credit card association as a result of the activities, acts, or omissions of Agent. Company shall have the right of setoff against any funds credited to or owing from Company to Agent for any obligations of Agent to Company, including, without limitation, obligations of Agent under this Agreement. Company also reserves the right in its sole and exclusive discretion to make changes to its fee schedule listed in Addendum A with a 30 day notice. In any such events the Agent has the right to terminate this agreement.
- (d) Upon written notice from Agent to Company or Company to Agent, Company will consider a buyout of Agent's right to receive residuals for current merchant portfolio. Buyout will be at (15) times net income paid to Agent or market value, based on three (3) months average of monthly net income. Whichever is greater determined at the time of notice, and to be based on the SIC codes, attrition, and a three-month average of net income on portfolio.
- (e) In the event the Agent decides to sell its residuals (created under this Agreement), Company shall have the right of first refusal to purchase said residuals. In the event the Agent has an offer to purchase its residuals, the offer shall be presented to Company, who shall then have thirty (30) days to exercise its option for the same terms. Should Company choose not to purchase the residuals, the Agent may sell the residuals to a third party but only under the following conditions: The purchaser shall have NO right of ownership to any of the merchant accounts associated with the residuals being purchased and that the purchaser shall not be allowed, under any circumstances, to directly or indirectly contract with any of the merchant accounts associated with the residuals being purchased. A default in this provision shall entitle Company to injunctive relief.
- (f) If Company sells all or significantly all, defined as 75% or more, of its merchant portfolio during the term of this agreement; Company at its sole discretion, may choose to attempt to include Agent's residuals in said sale, or cause the purchaser to maintain the terms and conditions of this Agreement, thus not including Agent's residuals in said sale. However, Agent further agrees that if in the event Company desires to include Agent's residual in said sale, Company must offer a multiple buyout of 15 months or greater in order for Agent to be required to participate in said sale. In the event the multiple buyout offer is less than 15 months, Agent shall then have the option to decline said offer if it so chooses, thus requiring that the purchaser then maintain the terms and conditions of this Agreement and not having Agent's residuals purchased at this time.

## **8. Waivers and Indemnity.**

Agent agrees to indemnify, defend, and hold harmless Company, its employees, agents or Member Banks from and against any loss, liability, damage, penalty or expense (including attorneys' fees and cost of defense) they may suffer or incur as a result of (i) any failure by Agent or any employee, agent or affiliate of Agent to comply with the terms of this Agreement; (ii) any warranty or representation made by Agent to Company being false or misleading; (iii) any representation or warranty made by Agent or any employee or agent of Agent to any third person other than as specifically authorized by this Agreement; or (iv) any fraud, negligence, contractual or other tortious conduct, including, but not limited to, Agent's erroneous programming of a Merchant's credit card terminal or software with an incorrect merchant number, or Agent's providing Company with an incorrect merchant number on any merchant application pertaining to any and all credit cards. Agent agrees and understands that they shall be completely and solely responsible for all losses sustained by Company as a result of all the above referenced conduct contained in this paragraph.

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be 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. Injunctive Relief; Specific Performance.**

Agent agrees that in the event of any action by Company to enforce the terms of this Agreement, the Company's remedies shall include specific performance or injunctive relief, or both, in addition to any and all remedies at law or in equity, and all such rights shall be cumulative.

## **10. Assignment**

Agent shall not assign, delegate, subcontract, license, or in any manner attempt to extend to any third party any right or obligation under this Agreement except as otherwise permitted herein without the prior written consent of Company.

## **11. Amendments**

Except as otherwise provided in this Agreement, no provision of this Agreement may be amended, modified or waived except by written agreement signed by both parties.

## **12. Notices**

All notices and other communications 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, addressed as follows:

(a) If to Company:

**POS Solutions, LLC DBA Integrity Solutions  
16250 Foster St  
Stillwell, KS 66085  
Attn: Legal Department**

(b) If to Agent, addressed to the name of Agent at the address set forth below the name of Agent at the foot of this Agreement.

### **13. Severability**

The invalidity of any section or subsection hereof shall not affect the validity of any other section or subsection hereof.

### **14. Section Headings**

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

### **15. Entire Agreement; Binding Effects**

This Agreement, including all attachments, 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 parties hereto and their 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.

### **16. Governing Law**

This Agreement shall be governed by and construed in accordance with the law of the State of California.

### **17. Survival**

All representations and warranties of this Agreement, including, but not limited to, the non-solicitation provisions of paragraph 4(d) shall survive the termination of this Agreement.

## **18. Dispute Resolution**

Any controversy or claim arising out of or relating to this Agreement other than a claim for injunctive relief or a claim involving less than \$5,000 in damages, will be settled by binding arbitration and judgment upon the award may be entered in any court having jurisdiction thereof. The arbitration must be conducted through the American Arbitration Association office in Los Angeles and will be conducted by a single arbitrator selected in accordance with the rules and regulations applicable to commercial matters. All provisions of the Kansas



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Code of Civil Procedure relating to discovery in civil lawsuits will be applicable in the arbitration proceedings. The arbitrators will render a decision based on, and consistent with, California law and with the facts and evidence that are properly introduced at the hearing. Unless otherwise determined by the arbitrators, the fees and expenses of arbitration, not including attorney's fees, will be shared equally by the parties.

**19. Intentional Fraud**

Neither party to this Agreement will knowingly commit intentional fraud. If either party to this Agreement knowingly commits intentional fraud on the other party, the defrauding party will pay to the defrauded party as damages an amount equal to the losses sustained as a result of the fraud.

IN WITNESS WHEREOF, this Agreement is executed by the parties and shall be effective as of this date

\_\_\_\_\_.

**POS Solutions, LLC DBA Integrity Solutions**

By: \_\_\_\_\_ Joey King, President  
"Agent"

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ADDENDUM A RESIDUAL SCHEDULE

Revenue share is based on merchant type and over costs which are shown below. This represents accounts boarded on Company's bank sponsorship program(s).

Low-risk (LR) Merchants Revenue Split
30%

High-risk (HR) Merchants Revenue Split
15%

Zero residuals will be paid on merchant, if: merchant is in Collections, Ban Control, Risk and/or any Merchant fees reject. Residual and/or Commission of designated revenue share above for all Check Guarantee, American Express, Gift Card, EBT, Point-of-Sale Equipment, Software and/or any other ancillary Products sold to merchants via Company.

High-risk Merchants include, but are not limited to, merchants selling supplements, products sold via negative option, card-not present electronic cigarette & vape, card-not present firearms, card-not present smoking paraphernalia, collection agencies, chargeback producing merchants, and chargeback prone merchants. Company, in its sole discretion, decides whether Merchants are considered high-risk. Agent can confirm Company during the underwriting process if Company deems a merchant high-risk.

**Bank Sponsorship:**

Fee Description	Cost	Billing Based On
Interchange	Pass-Through	Per Item
Dues & Assessments	Pass-Through	Per Item
Transaction Fee	LR \$0.03   HR \$0.06	Per Item
BIN Fee	LR 0.02%   HR (standard) 0.02%	Volume Processed
AVS	\$0.05	Per Item
Batch	\$0.00	Per Item
Monthly Account on File	\$10.00	Per Item
Monthly PCI Fee	\$0.00	Per Merchant
Chargeback Fee	\$15.00	Per Item
ACH Reject Fee	\$20.00	Per Item
Retrieval	\$5.00	Per Item
Voice Authorization	\$0.75	Per Item
High-risk BIN Fee/Premium	0.10%-0.40%	Volume Processed
Annual IRS Fee – 1099 K Form Generation & Distribution	\$1.95	Per merchant/annually
CBD BIN Fee	0.45%	Volume Processed
CBD Monthly Compliance Fee	\$75.00	Per Merchant

**ACH Services:**

Fee Description	Cost	Billing Based On
Transaction (Debit or Credit)	Low-risk: \$0.15   High-risk: \$0.30	Per Item
ACH Return	\$0.75	Per Item
Unauthorized Return Fee	\$10.00	Per Item
Rate	Low-risk: 0.05%   High-risk: 0.15%	Volume Processed
Third-party Verification	Varies per vendor	Per Item
Other (NOC, Late File, etc.)	Pass-through	When Applicable

**Other Services:**

Fee Description	Cost	Billing Based On
Payment Gateways, Point-of-Sale, & Other Equipment/Services	Check for current pricing	

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## Agent Profile

Company/Agent Name \_\_\_\_\_

Street Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Website (if applicable) \_\_\_\_\_

Principal/Owner of Legal Business \_\_\_\_\_

Date of Birth \_\_\_\_\_ SSN/EIN \_\_\_\_\_

Driver's License Number \_\_\_\_\_ State of Issuance \_\_\_\_\_

As a Sales Agent applying for registration under POS Solutions, LLC DBA Integrity Solutions. and its banking partners, I hereby confirm that the information provided in the attached form is accurate and complete. An investigative and/or consumer report may be made in connection with this application. I authorize Vivid Commerce, Inc. or any of its partners to investigate the references provided, individual credit or any other statements or data obtained from any of the undersigned. You have the right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation. I hereby agree to release Vivid Commerce, Inc., its employees, agents and any and all persons and entities, whether public or private, harmless from any liability, claims and/or demands, of whatever kind arising from or related to the inquiry or disclosure of consumer reports and/or investigative reports.

Signature \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

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## Authorization Agreement for Direct Deposit (ACH Credits and ACH Debits)

I (we) hereby authorize POS Solutions, LLC to initiate credit/debit to my (our) Checking Account indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to credit or debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

**Depository (DDA) Name** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_

**Routing Number** \_\_\_\_\_ **Account Number** \_\_\_\_\_

**Name as It Appears on Account** \_\_\_\_\_

This authorization is to remain in full force and effect until **POS Solutions, LLC DBA Integrity Solutions** has received written notification from me (or either of us) of its termination in such time and in such manner as to afford **POS Solutions, LLC** and **DEPOSITORY** a reasonable opportunity to act on it.

**Signature** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**Name** \_\_\_\_\_

**E-Mail Address** \_\_\_\_\_

**Date** \_\_\_\_\_