

Medius Payments Virtual Card Program Addendum (US)

This Addendum governs Customer's participation in virtual card services under Medius Payments and supplements the Medius Master Cloud Subscription and Services Agreement (the "Agreement"). This Addendum was last updated on May 26, 2006. Capitalized terms not defined herein have the meaning set forth in the Agreement.

1. Transaction Classification

For purposes of rebate calculation under the Program:

- Standard Transactions are virtual card transactions that qualify for standard commercial interchange treatment based on applicable card network and issuer criteria, including, where applicable, the submission of enhanced transaction data (e.g., Level II and/or Level III data).
- Non-Standard Transactions are virtual card transactions that do not meet the criteria for standard interchange treatment, including but not limited to transactions with incomplete or missing enhanced data, certain merchant classifications, or other factors resulting in downgraded interchange treatment.

Transaction classification is determined by the applicable issuer and card network and is final.

2. Rebate (If Applicable)

Customer may be eligible to receive a rebate, incentive, or revenue share (collectively, "Rebate") in connection with virtual card transactions.

Where applicable:

- Rebate shall be calculated based solely on settled and cleared virtual card transaction volume during the applicable rebate period.
- Rebate shall be paid within 60 days following the end of each applicable rebate period, subject to receipt of transaction data from the issuing partner and completion of standard reconciliation processes.
 - In the event of delays in receiving transaction data or reconciliation discrepancies, rebate payment timing may be reasonably adjusted.

Rebate is:

- Based solely on settled transactions and excludes declined, reversed, refunded, or disputed transactions
- Variable and not fixed or guaranteed

- Dependent upon third-party issuer arrangements and payment economics
- Subject to change based on, without limitation:
 - Interchange rates
 - Issuer terms
 - Card network rules
 - Supplier acceptance and transaction characteristics

Medius reserves the right to modify rebate structures, calculation methodology, or eligibility criteria due to changes in program economics or third-party dependencies.

Rebate payments are contingent upon:

- Customer participation in the Program
- Customer being in good standing at the time of payment

Medius reserves the right to modify Program features, processes, or requirements due to changes in issuer arrangements, card network rules, or applicable law.

Customer acknowledges that Program performance, including supplier conversion rates, transaction volumes, and resulting Rebate amounts, is dependent on factors outside of Medius' control and is not guaranteed.

Customer acknowledges that achievement of expected Program outcomes, including rebate generation, is dependent on Customer's adoption and use of virtual card as a payment method.

Issuer and card network determinations with respect to transaction qualification, interchange treatment, and settlement shall be final and binding for purposes of rebate calculation.

3. Supplier Onboarding Campaign

Customer may elect to participate in supplier onboarding and enablement activities in connection with virtual card payments (the "Supplier Onboarding Campaign").

Customer is solely responsible for the accuracy and completeness of all supplier, payment, and transaction data provided in connection with the Program.

To the extent Customer participates in Supplier Onboarding Campaign activities, Customer agrees to:

- Provide reasonably requested supplier information, including contact details and relevant payment or invoice data, to facilitate supplier outreach and enablement

- Cooperate with Medius and its authorized third-party partners in connection with supplier onboarding activities
- Assist, upon reasonable request, in validating Medius or its partners to suppliers for purposes of facilitating communication and onboarding

Customer acknowledges and agrees that:

- Supplier participation in virtual card programs is voluntary and subject to supplier discretion
- Medius does not guarantee supplier enrollment, acceptance, or conversion to virtual card payments
- Supplier onboarding activities may be conducted by Medius and/or its third-party partners
- Medius may utilize transaction and payment data, including in aggregated and anonymized form, for purposes of supplier onboarding, program optimization, analytics and service improvement.

Customer retains the right to:

- Approve or decline supplier participation in onboarding activities
- Exclude specific suppliers from outreach at its discretion

Customer shall not be obligated to accept supplier enablement where such enablement would result in supplier-incurred fees that are not acceptable to Customer.

3. Transactional Fees

Any fees associated with virtual card transactions or related services shall be invoiced separately and shall not be offset against any Rebate unless otherwise expressly agreed in writing.

4. Credit and Funding

Customer acknowledges that virtual card transactions may be supported through credit-based arrangements provided by third-party financial institutions or through prefunded payment structures, depending on Program configuration.

Customer agrees to:

- Comply with all applicable requirements of the Issuer in connection with credit approval, account setup, and use
- Customer agrees to comply with applicable card network rules to extent required for its use of the Program

- Provide financial and other information as required by the Issuer

If Customer does not utilize an Issuer-provided credit arrangement, Customer may be required to prefund payments or maintain sufficient balances for transaction settlement.

Customer is solely responsible for:

- Maintaining sufficient available credit or funds
- Payment of all amounts due in connection with virtual card transactions

Medius does not provide credit and is not responsible for:

- Credit decisions, underwriting, or credit availability
- Payment declines resulting from insufficient funds or credit constraints

Customer acknowledges that all transaction authorization, approval, and settlement decisions are made by the applicable Issuer or card network, and Medius has no control over such decisions.