



**Master Addendum to Independent Contractor Agreement
for the Marketing and Sale of
Third Party Products**

This Addendum supplements and amends that certain Independent Contractor Agreement (*or the substantial equivalent agreement thereof*), as amended to date, by and between and Aurora Payments LLC (*or as a successor or an assign*) and its affiliates (“AP” or “Aurora”) and [REDACTED] located at [REDACTED] (“Independent Contractor”) for the sale and marketing of the products and services of Aurora (the “Agreement”). This Addendum shall govern the marketing, sale, and as additionally described hereto of third-party products that are approved by Aurora and are specifically listed on “Exhibit A” hereto (“Third-Party Product”).

By signing below, Independent Contractor agrees to the terms and conditions as follows:

- I. License.** Subject to the terms of this Addendum, together with the Agreement, Aurora hereby grants to Independent Contractor a license during the term of the Agreement to market, sell, install and/or service Third-Party Product(s), on a non-exclusive basis, in combination with other Aurora products and services or, as permitted by the sole absolute discretion of Aurora, on a stand-alone basis.
- II. Required Disclosures.** Prior to a definitive sale of Third-Party Product(s) to any merchant, Independent Contractor agrees to provide such merchant with the required disclosures that are provided in Exhibit A or the Request Form (*Exhibit B hereto*), as applicable.
- III. Use of the Marks.** Independent Contractor may use the trademarks and service marks of Third-Party Product(s) (the “Third-Party Product Marks”) only in promoting the Third-Party Product Marks and/or AP Services in conformance with the Rules subject to the sole discretion and approval of AP. Upon termination of this Agreement, Independent Contractor agrees that it shall no longer use the Third-Party Product Marks or anything similar thereto. Notwithstanding anything to the contrary contained herein, nothing stated herein shall be construed as granting Independent Contractor any right, title and interest in and to the Third-Party Product Marks or the goodwill associated therewith, and Independent Contractor acknowledges that it will not, at any time, during or subsequent to the term of this Agreement, do or cause to be done, any act or thing contesting or in any way impairing or intending to impair any part of the right, title and interest and the goodwill represented by the Third-Party Product Marks or impugn in any fashion the reputation of AP or attack the validity of the Third-Party Product Marks.
- IV. Marketing Campaigns.** Aurora and Independent Contractor will jointly develop mutually agreeable promotional and marketing campaigns to promote Third-Party Product(s), which shall include, without limitation, packaging, external signage, direct marketing materials and strategies, integration and inclusion in websites and web advertising.
- V. DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AURORA MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD PARTY PRODUCT PROVIDED HEREIN, AND NO WARRANTY IMPLIED AT LAW SHALL ARISE FROM THIS AGREEMENT, THE SALE OR LEASING OF ANY THIRD PARTY PRODUCT PROVIDED HEREIN, OR FROM THE PERFORMANCE BY AURORA OF ANY SERVICES HEREUNDER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY AURORA AND WAIVED BY INDEPENDENT CONTRACTOR.
- VI. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL A PARTY OR IT’S CURRENT, FORMER OR FUTURE EMPLOYEES, OFFICERS OR DIRECTORS, AGENTS, SUCCESSORS OR ASSIGNS BE LIABLE TO THE OTHER PARTY UNDER ANY CONTRACT, STRICT LIABILITY, TORT (*INCLUDING NEGLIGENCE*) OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY SPECIAL, INDIRECT,



INCIDENTAL OR CONSEQUENTIAL DAMAGES OR COSTS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING OUT OF, OR RELATING IN ANY WAY TO, THE SUBJECT MATTER OF THIS OF THIS ADDENDUM, REGARDLESS OF WHETHER THE CLAIMANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (*INCLUDING NEGLIGENCE*), STRICT LIABILITY, OR UNDER ANY WARRANTY THEORY.

VII. Fees and Payment. Subject to the terms and conditions of the Agreement (*as amended to date*), Aurora will pay Independent Contractor the fees and/or revenue share as specified in Schedule A of the Agreement, Schedule B hereto, and any other relevant fees mutually agreed to by the parties in writing.

VIII. General. Except as specifically modified hereto, all other terms and conditions of the Agreement remain unchanged and in full force and effect, and except as otherwise defined hereto, all other capitalized terms have the same meaning as defined in the Agreement. In the event of any inconsistencies between the terms of this Addendum and those in the Agreement, the terms of this Addendum shall prevail only to the extent of such inconsistencies are related to the subject matter of this Addendum.

IX. Modification. This Master Addendum for the marketing and sale of Third-Party Products may be modified solely for the purposes of adding additional Third-Party Products and the respective fees and payments (*or the equivalent thereof*) to this Addendum by completing and mutually executing the “Request Form” attached hereto as Exhibit A. Except as otherwise expressly provided herein, no other provisions of the Agreement may be amended, modified, or waived except by a written agreement signed by both parties.

(SIGNATURE PAGE TO FOLLOW)



Independent Contractor Agreement

IN WITNESS THEREOF, this Addendum has been duly executed by the parties hereto, effective as of the date and year first below written.

DATE:

AURORA PAYMENTS, LLC:

By:

Name:

Title:

INDEPENDENT CONTRACTOR:

NAME

ADDRESS

CITY

STATE

ZIP



Independent Contractor Agreement

SCHEDULE B: Third-Party Product(s) and Compensation

The Parties desire that the below product/services be deemed a “Third-Party Product” as defined by and subject to the terms and conditions of this Addendum.

1. **PRODUCT: Aurora Capital**
2. **COMPENSATION:** Subject to the terms and conditions of this Addendum, Aurora agrees to pay Independent Contractor a fee of [10] % of the initial merchant funding and [5] % on any renewal (*i.e., the same MID*) merchant funding.
3. **DISCLOSURE:** - *Intentionally Omitted*

The parties acknowledge and agree this Exhibit A shall be effective as of the date that AP executes this Addendum.