MERCHANT PROCESSING AGREEMENT

AGREEMENT ACCEPTANCE

Payment Provider. This Merchant Processing Agreement ("Merchant Processing Agreement") is entered into between the MRI Software company named in the associated Order Document ("MRI") and the client identified in the associated Order Document ("Client") (herein, collectively, the "Parties"). The person executing the applicable Order Document ("Authorized Person") represents and warrants that he/she has authority to bind Client. MRI utilizes both Deluxe and Priority (each defined below) as its Payment Providers (together, the "Payment Providers", or individually, a "Payment Provider"). The Payment Provider may be updated from time to time upon notice to the Client.

Deluxe. Client acknowledges that First American Payment Systems, LP ("Deluxe") serve as a Payment Provider for MRI. Client acknowledges receipt of the relevant documentation related to the Payment Provider services performed by Deluxe which is made available to Client at https://www.mrimerchantnotifications.com/. This Merchant Processing Agreement, with respect to Deluxe, is intended to be informative only, and Client may be required to execute additional documents, as reasonably requested by Deluxe during implementation and onboarding.

Priority Real Estate Technology. Client agrees that Priority Real Estate Technology ("Priority") serves as a Payment Provider of MRI and all terms contained in this paragraph apply to Priority's provision of the Services as Payment Provider. Client agrees that Synovus Bank shall serve as the sponsor bank for Priority as of signing this Merchant Processing Agreement, however, such merchant bank may be updated from time to time upon notice to the Client. Client agrees to the terms of the Client Services Agreement (incorporated by reference and available at https://university.pps.io/assets/program-guides/Synovus.pdf and at https://www.pps.io/programguide/, as applicable). MRI and Client acknowledge that Priority, powered by Finexra, Inc., NMLS #1168701 (https://www.finxera.com/licensing or https://www.nmlsconsumeraccess.org/EntityDetails.aspx/COMPANY/1168701), shall serve as Client's agent and Money Transmitter as of signing the Order Form. Such Money Transmitter may be updated from time to time upon notice to the Client. Client acknowledges and agrees that it appoints the Money Transmitter to serve as Client's agent for the limited purpose of receiving, collecting, facilitating, transmitting, and/or processing payments on Client's behalf from people or entities making payments to Client ("Payors"), and transmitting such funds to Client. Receipt of funds from Payors by the Money Transmitter on Client's behalf shall be deemed receipt of funds from Payors by Client and will satisfy Payors' obligations to Client in the amount of the applicable payment by the Payor, even if the Money Transmitter or the Payment Provider fails to deliver such funds to Client. As a result, Client will have no recourse against any Payor who makes a payment to the Money Transmitter in its capacity as limited agent for Client.

Client agrees Payment Provider(s) and its affiliates may verify the information provided on the Onboarding Application through third party publicly available sources or third-party data providers (which may include organizational checks, background, credit checks, and other inquiries). Client agrees that the Payment Provider(s) may share this Merchant Processing Agreement and the information in the Onboarding Application with its third-party providers and affiliates, each of whom is a third-party beneficiary to the Agreement.

If Client is a sole proprietor, Client(s) and the undersigned Authorized Person(s) hereby authorize the Payment Provider and any of its agents to obtain and use any credit reports (including consumer credit reports on any person who is a Client or proposed guarantor). Additional signatures will be requested for each person about whom the Payment Providers and its affiliates obtains and uses a credit report.

BANK/ACH PERMISSIONS – CHECKING ACCOUNT(S) ONLY

Client hereby authorizes the Payment Provider (on its own behalf and on behalf of any of its authorized affiliates, subsidiaries or third party processors, collectively, "Payment Provider Associates") to debit and credit the bank account provided to MRI or its Payment Providers, for purposes of depositing Payments to Client and/or Individual Accounts, debiting from Client and/or Individual Accounts, any chargebacks, refunds, or reversals, and debiting any fees or charges owed to the Payment Provider or any Payment Provider. If Client submits a Client Property Appendix with an Order Document the Payment Provider or any Payment Provider will attempt to debit and credit the bank account(s) listed on the attached Client Property List before attempting any debit or credit to the bank account detailed on this form. Client agrees to keep bank information up-to-date with the Payment Provider at all times. Failure to do so may result in Payments being misdirected, withheld, or returned to the payor. Neither MRI nor the Payment Provider will in no event be liable for any damages directly or indirectly resulting from incorrect bank information.