

ARIAS CAPITAL PARTNERS, INC.

MERCHANT PROCESSING · MIAMI · GLOBAL REACH

CONFIDENTIAL · FOR EXECUTION

Independent Agent Agreement

Including Mutual Non-Disclosure & Non-Circumvention Agreement (NCNDA)
and Compensation Exhibit — 2026 Edition

GOVERNING LAW: STATE OF FLORIDA

ARIAS CAPITAL PARTNERS, INC. · MIAMI, FLORIDA

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Preamble & Recitals

This Independent Agent Agreement, together with its Exhibit A (this "**Agreement**"), is made and entered into as of _____, 20__ (the "**Effective Date**"), by and between **ARIAS CAPITAL PARTNERS, INC.**, a Florida corporation with its principal place of business in Miami, Florida (the "**Company**"), and _____, an individual or entity identified on the signature page ("**Agent**"). The Company and Agent are each a "**Party**" and collectively the "**Parties**."

RECITALS

WHEREAS, the Company is engaged in the business of arranging and facilitating merchant payment processing services, including credit and debit card acceptance, through arrangements with member banks, acquirers, independent sales organizations and other payment service providers (each, a "**Processor**");

WHEREAS, Agent desires to solicit, refer and introduce prospective merchants to the Company in exchange for compensation calculated as a percentage of Net Fees, as defined herein; and

WHEREAS, the Parties desire to set forth the terms on which Agent shall provide such referral services, and to include a mutual non-disclosure and non-circumvention agreement protecting each Party's confidential relationships and information;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Appointment and Scope of Authority

1. **Appointment.** The Company hereby appoints Agent, and Agent hereby accepts such appointment, as a **non-exclusive** independent referral agent to solicit, prospect and refer prospective merchants (each, a "**Referred Merchant**") for the Company's payment processing services (the "**Services**") within the United States (the "**Territory**"). This Agreement grants Agent no exclusive right, territory, or protection from the Company's direct sales efforts or the efforts of other agents or representatives.
2. **No Authority to Bind.** Agent has **no authority** to: (i) execute, modify or accept any merchant processing agreement on behalf of the Company or any Processor; (ii) approve, decline or condition any merchant account; (iii) guarantee approval, pricing, rates, interchange, or settlement timing to any prospective merchant; (iv) collect, hold or transmit merchant application fees or funds; or (v) create any obligation of the Company. All merchant agreements are made directly between the merchant and the applicable Processor and/or Company.

3. **Referral Process.** Agent shall submit Referred Merchants through the Company's designated application channels and in the form prescribed by the Company from time to time, including all information and documentation required for know-your-customer ("KYC") and underwriting purposes. The Company may reject any Referred Merchant, any merchant category, or any submission in its sole and absolute discretion.
4. **Attribution.** A Referred Merchant shall be attributed to Agent when Agent's referral is recorded in the Company's systems at or before the time of the merchant's application, as evidenced by the referral code, portal record, or other tracking mechanism designated by the Company. The Company's records shall be presumptively accurate for purposes of calculating compensation, subject to Agent's right to dispute any statement within sixty (60) days of receipt.

2. Independent Contractor Status

1. **Contractor Relationship.** Agent is an independent contractor and nothing in this Agreement creates an employment, agency (other than as expressly stated), partnership, joint venture, or fiduciary relationship between the Parties. Agent has no authority to act for or bind the Company except as expressly provided herein.
2. **Taxes and Withholding.** Agent is solely responsible for all federal, state, and local taxes, self-employment taxes, and any licensing or registration obligations arising from compensation paid under this Agreement. No withholding for income tax, Social Security, Medicare, unemployment, or workers' compensation will be made by the Company. The Company will issue IRS Form 1099-NEC when required by law.
3. **No Benefits; Own Means.** Agent is not entitled to any employee benefits, including health insurance, paid leave, retirement, or expense reimbursement, except as expressly stated in Exhibit A. Agent determines Agent's own hours, methods, and means of performance and may engage or decline prospects at Agent's discretion, subject to this Agreement.
4. **Non-Exclusive Capacity.** Agent may represent other products, services, or providers, **provided** that such activities do not violate Sections 8 through 10 (Non-Disclosure, Non-Circumvention, Non-Solicitation, Restrictive Covenants) and do not materially interfere with Agent's performance under this Agreement.

3. Standards of Conduct and Regulatory Compliance

Agent shall at all times conduct its referral activities in a professional and lawful manner and shall:

1. **Legal Compliance.** Comply with all applicable federal, state, and local laws and regulations, including without limitation the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act, the Fair Credit Reporting Act (FCRA), telemarketing and consumer protection statutes, Bank Secrecy Act and anti-money-laundering ("AML") requirements, and economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC).

2. **Card Brand and Processor Rules.** Comply with all Payment Card Industry rules (including PCI-DSS where applicable) and the rules, bylaws, and program requirements of each Card Brand (Visa, Mastercard, American Express, Discover) and each Processor, as such rules may change from time to time.
3. **Truthful Submissions.** Provide only true, accurate, and complete information in connection with any merchant submission; obtain each merchant's authorization before submitting the merchant's information; and never fabricate, alter, photocopy-and-modify, or misrepresent any document, bank statement, identification, or financial record. Falsified underwriting documents are grounds for immediate termination and full clawback.
4. **No Misrepresentation.** Make no representation, warranty, promise, or guarantee regarding approval, rates, fees, reserves, term, equipment, funding timelines, or settlement that is inconsistent with materials approved in writing by the Company, and hold no self out as an employee, owner, or authorized representative of the Company beyond the scope of this Agreement.
5. **Prohibited Merchants.** Not submit, and promptly notify the Company upon learning of, any merchant engaged in activity on the Company's or a Processor's prohibited or restricted business list (including, without limitation, unlawful activity, fraudulent or undisclosed processing, money laundering, terrorist financing, or illegal goods and services), as such list may be updated from time to time.
6. **Cooperation.** Promptly cooperate with any KYC, AML, investigation, audit, or information request of the Company, a Processor, or a Card Brand relating to a Referred Merchant.

4. Compensation — 20% of Net Fees

1. **Rate.** As Agent's sole compensation under this Agreement, the Company shall pay Agent an amount equal to **twenty percent (20%) of Net Fees** actually received and retained by the Company and attributable to Referred Merchants ("Agent Compensation"). "Net Fees" and the calculation methodology are defined in **Exhibit A**, which is incorporated into and forms part of this Agreement.
2. **Payment Timing.** Agent Compensation shall be calculated and paid monthly, within thirty (30) days following the end of each calendar month, for Net Fees received by the Company in the prior calendar month, less any offsets permitted under Section 5. Amounts less than twenty-five dollars (\$25.00) may be carried forward until the accumulated amount exceeds that threshold.
3. **Statements.** With each payment, the Company will provide a statement summarizing the calculation of Agent Compensation. Where a Processor's reporting or confidentiality obligations limit line-item detail, the statement may be a summary report; the Company will make reasonable efforts to support Agent's verification.
4. **Disputes.** Agent must notify the Company in writing of any dispute regarding a statement within sixty (60) days of receipt, after which the statement is deemed final and binding.
5. **Sole Compensation.** Agent Compensation is Agent's sole and exclusive remuneration. Agent is not entitled to any salary, benefits, expense reimbursement, or other consideration except as expressly stated in Exhibit A.

Agent Compensation for a Referred Merchant will vary with the merchant's actual processing volume, attrition, and chargeback experience, and nothing guarantees any minimum amount.

5. Offsets, Chargebacks and Clawback

- 1. Offset Rights.** The Company may deduct, offset, or recoup from any Agent Compensation (current or future, including post-termination amounts otherwise payable under Section 7): (i) chargebacks, retrievals, refunds, fraud losses, reserve contributions, fines, penalties, and assessments attributable to a Referred Merchant; (ii) any overpayment or advance of Agent Compensation; (iii) amounts Agent owes the Company under this Agreement, including indemnification under Section 12; and (iv) Agent Compensation paid on amounts later refunded, reversed, or determined to be non-collectible.
- 2. Clawback for Misconduct.** If the Company determines, in its reasonable discretion, that a merchant account was obtained through Agent's breach of Section 3 (including falsified documents or misrepresentation), the Company may (a) terminate immediately under Section 6, (b) recoup all Agent Compensation paid in connection with that merchant, and (c) pursue all remedies at law and in equity.
- 3. Survival.** This Section 5 survives termination of this Agreement with respect to merchants referred before termination.

6. Term and Termination

- 1. Term.** This Agreement commences on the Effective Date and continues until terminated by either Party.
- 2. Termination for Convenience.** Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other Party.
- 3. Termination for Cause.** The Company may terminate this Agreement immediately upon written notice if Agent: (i) materially breaches this Agreement and fails to cure within fifteen (15) days after written notice (no cure period applies to breaches of Sections 3, 8, 9, or 10); (ii) commits fraud, misappropriation, or any act of dishonesty in connection with this Agreement; (iii) violates applicable law or Card Brand or Processor rules in a manner that exposes the Company to liability, fines, or loss of registration; or (iv) engages in conduct that reasonably harms the reputation, licenses, or Processor relationships of the Company.
- 4. Insolvency.** Either Party may terminate immediately upon the other Party's assignment for the benefit of creditors, bankruptcy filing, or appointment of a receiver.

7. Effect of Termination

- 1. Accrued Compensation.** Upon termination, Agent shall be paid all Agent Compensation earned under Section 4 through the effective date of termination, and, pursuant to the tail below, a post-termination tail

payment, in each case subject to Section 5 offsets.

2. **Twelve-Month Tail.** For a period of twelve (12) months following the effective date of termination (the "**Tail Period**"), Agent shall continue to receive Agent Compensation (at the Section 4 rate) on Net Fees generated by Referred Merchants that remain active and in good standing, less offsets. After the Tail Period, no further compensation is payable, whether or not a Referred Merchant continues to process. The Company may, at its election, pay Agent a lump-sum buyout of the Tail Period in lieu of monthly tail payments.
3. **No Compensation on Certain Events.** No Agent Compensation is payable for any period in which a Referred Merchant is terminated, suspended, or closed, or during which the Company is not receiving corresponding Net Fees.
4. **Return of Property.** Upon termination, Agent shall promptly return or destroy all Confidential Information, marketing materials, and Company property, and certify such return upon request.
5. **Survival.** Sections 5 and 8 through 19, and Exhibit A, survive termination in accordance with their terms.

8. Mutual Non-Disclosure and Non-Circumvention (NCNDA)

1. **Purpose.** In connection with evaluating and performing this relationship (the "**Purpose**"), each Party may disclose to the other certain confidential and proprietary information, including the identities, contact information, and business details of merchants, Processors, banks, ISOs, vendors, and other business relationships (collectively, "**Confidential Information**"). This Section 8 constitutes a mutual non-disclosure and non-circumvention agreement between the Parties.
2. **Definition.** "Confidential Information" means all non-public information disclosed by or on behalf of a disclosing Party ("Discloser") to the receiving Party ("Recipient"), whether oral, written, electronic, or visual, including: (i) the terms of this Agreement and Exhibit A; (ii) merchant lists, leads, applications, and customer information; (iii) pricing, discount structures, residuals, splits, and fee arrangements; (iv) the identities and terms of the Company's Processor, bank, ISO, and vendor relationships; (v) underwriting criteria, risk policies, and business processes; and (vi) marketing plans and know-how. Confidential Information excludes information that is or becomes public through no fault of Recipient; was lawfully known to Recipient without restriction before disclosure; is independently developed without use of or reference to Confidential Information; or is lawfully received from a third party without duty of confidentiality.
3. **Obligations.** Recipient shall: (i) use Confidential Information solely for the Purpose; (ii) protect it with at least the same degree of care used for its own confidential information, and no less than reasonable care; (iii) not disclose it to any third party except to Recipient's employees, contractors, and professional advisors with a need to know who are bound by confidentiality obligations at least as protective as this Agreement (Recipient remains liable for their acts and omissions); and (iv) promptly return or destroy all Confidential Information (including all copies) upon Discloser's written request or upon termination of this Agreement, and certify destruction upon request.

4. **Compelled Disclosure.** If Recipient is required by law, regulation, or court order to disclose Confidential Information, Recipient shall (to the extent legally permitted) give Discloser prompt written notice and reasonable cooperation so Discloser may seek a protective order, and shall disclose only the minimum required.
5. **Non-Circumvention.** For a period of twenty-four (24) months from the date Agent is first introduced to any person, entity, Processor, bank, ISO, vendor, or Referred Merchant by or through the Company (whether orally, in writing, or through the Company's portal or systems), Agent shall not, directly or indirectly, and shall cause its representatives not to: (i) circumvent, avoid, or bypass the Company in any manner intended to avoid compensation to the Company or to obtain the benefit of the Company's relationships, including by contacting, contracting with, or directing any Processor, bank, ISO, or vendor introduced by the Company for payment processing services; (ii) solicit, induce, or attempt to induce any Referred Merchant to terminate, reduce, or transfer its processing services to any processor, ISO, or provider other than as arranged through the Company; or (iii) interfere with any contract or business relationship between the Company and any Processor, vendor, or merchant. Any compensation that would otherwise have been earned by the Company under a circumvented relationship (including fees the Company would have received on the affected merchant accounts) is hereby assigned to the Company as liquidated damages, without prejudice to the Company's other remedies, it being agreed that such damages are difficult or impossible to ascertain and the amount set by this paragraph is a reasonable estimate.
6. **Trade Secrets.** The Parties acknowledge that the Company's merchant lists, pricing structures, and Processor arrangements constitute trade secrets and confidential business information protected by the Florida Uniform Trade Secrets Act, Fla. Stat. § 688.001 *et seq.*, and that misappropriation may result in exemplary (punitive) damages and attorney's fees under Fla. Stat. § 688.009.
7. **Duration.** The confidentiality obligations of this Section 8 survive for five (5) years following termination of this Agreement; the non-circumvention obligations of Section 8.5 survive for twenty-four (24) months following termination; and trade-secret protections survive for so long as the information remains a trade secret under applicable law.
8. **No License.** All Confidential Information remains the property of the Discloser. No license or ownership right, express or implied, is granted by disclosure.

9. Non-Solicitation of Merchants and Personnel

1. **Merchant Non-Solicit.** During the Term and for twenty-four (24) months thereafter, Agent shall not, directly or indirectly, on Agent's own behalf or for any other person or entity, solicit, market to, or service for the purpose of providing payment processing services any Referred Merchant or any merchant of the Company whose identity Agent learns in the course of this Agreement, in each case for the purpose of causing such merchant to move its processing to any provider other than through the Company.

2. **Personnel Non-Solicit.** During the Term and for twelve (12) months thereafter, Agent shall not solicit for employment or engagement, or hire, any employee or contractor of the Company with whom Agent had material contact, or who was materially involved in supporting Agent's referrals.
3. **Recognition.** The Parties intend the restrictions in this Agreement to be enforced to the fullest extent permitted by Fla. Stat. § 542.335 and acknowledge they are reasonable in time, geography, and scope, and supported by consideration including access to the Company's Confidential Information, merchant relationships, and the compensation structure of this Agreement.

10. Restrictive Covenants — Florida

1. **Florida Law Applies to Covenants.** The Parties acknowledge that this Agreement is executed in the State of Florida and that the restrictive covenants in Sections 8 through 10 are governed by, and shall be construed and enforced under, Fla. Stat. § 542.335 (Restrictive Covenants; Anti-Money-Laundering Considerations aside), which permits enforcement of covenants that are reasonable in time, territory, and scope and supported by legitimate business interests, including trade secrets, valuable confidential business information, and substantial relationships with specific prospective and existing customers.
2. **Legitimate Business Interests.** The Company's legitimate business interests include, without limitation: (i) its trade secrets and Confidential Information; (ii) its relationships with Processors, banks, ISOs, and vendors; (iii) its investments in underwriting, onboarding, technology, and support for Agent's Referred Merchants; and (iv) its customer goodwill.
3. **Blue-Pencil / Reformation.** If any covenant in this Agreement is adjudicated to exceed the maximum enforceable under Florida law, it shall be automatically reformed to the maximum enforceable time, territory, or scope, and shall be enforceable as so reformed. A determination that a covenant is unenforceable in one respect shall not affect the remaining covenants.
4. **Irreparable Harm.** Agent acknowledges that a breach of Sections 8 through 10 would cause the Company irreparable harm for which monetary damages are inadequate, and that the Company is entitled to injunctive relief (without the necessity of posting bond, to the extent permitted by law) in addition to all other remedies.

11. Representations and Warranties of Agent

Agent represents and warrants that, as of the Effective Date and continuously throughout the Term:

1. Agent is at least eighteen (18) years of age (or, if an entity, duly organized and in good standing) and has full right, power, and authority to enter into and perform this Agreement;
2. Agent has not been convicted of, or pleaded guilty or *nolo contendere* to, any offense involving fraud, dishonesty, breach of trust, money laundering, or any financial crime, and is not presently charged with any

such offense;

3. Agent is not identified on any list of persons or entities with whom the Company or a Processor is prohibited from doing business, including OFAC's Specially Designated Nationals list, and has not been placed on the MATCH (Terminated Merchant File) list or terminated by any acquirer or Processor for cause;
4. Agent's performance will not breach any other agreement or restrictive covenant to which Agent is bound; and
5. All information Agent provides to the Company is and will remain true, complete, and not misleading.

12. Indemnification

Agent shall defend, indemnify, and hold harmless the Company and its members, managers, officers, employees, and Processors from and against any and all claims, demands, actions, losses, liabilities, damages, fines, penalties, assessments, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to: (i) Agent's breach of this Agreement; (ii) Agent's misrepresentation, negligence, or willful misconduct; (iii) any submission, document, or information provided by Agent that is false, forged, altered, or misleading; (iv) Agent's violation of any law, Card Brand rule, or Processor rule; or (v) Agent's unauthorized use of Confidential Information or infringement of any third-party right. This Section 12 survives termination.

13. Limitation of Liability

1. **No Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR LOST BUSINESS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
2. **Cap.** Each Party's aggregate liability to the other for direct damages shall not exceed the total Agent Compensation actually paid to Agent under this Agreement during the twelve (12) months immediately preceding the event giving rise to liability. This cap does not apply to Agent's indemnification obligations (Section 12), breaches of Sections 8 through 10, fraud, or willful misconduct.
3. **No Guarantee of Approvals or Volumes.** The Company makes no representation or warranty that any Referred Merchant will be approved, accepted, or will generate any minimum processing volume or Net Fees.

14. Intellectual Property and Marketing

1. **Limited License.** Subject to Agent's compliance with this Agreement, the Company grants Agent a limited, non-exclusive, non-transferable, revocable license to use the Company's name, logos, and approved marketing materials solely to perform referral activities under this Agreement during the Term. All goodwill arising from such use inures exclusively to the Company.

2. **Prior Approval.** Agent shall not use the Company's name, marks, or materials in any advertisement, website, social media, or mass communication without the Company's prior written approval. The Company may withdraw approval or revoke the license at any time.
3. **No Registration.** Agent shall not register any domain name, social media handle, trademark, service mark, or business name containing or confusingly similar to "Arias Capital Partners" or the Company's marks.
4. **Press and Publicity.** Agent shall not issue any press release or public statement referring to the Company without its prior written consent.

15. Records and Audit

Agent shall maintain complete and accurate records of its referral activities and the information submitted to the Company for a period of not less than three (3) years. Upon ten (10) business days' written notice, the Company (or its designated Processor or auditor) may inspect and audit such records during normal business hours as reasonably necessary to verify compliance with this Agreement and applicable law. Agent shall promptly remedy, at its own expense, any deficiency identified in an audit.

16. Data Protection

1. **Merchant Data.** All merchant and prospect data received or generated in connection with this Agreement is Confidential Information of the Company. Agent shall process such data only for the Purpose, shall implement reasonable administrative, technical, and physical safeguards consistent with industry standards, and shall not sell, rent, or share such data with any third party for any purpose.
2. **Incident Notice.** Agent shall notify the Company in writing within forty-eight (48) hours of discovering any actual or suspected unauthorized access to or disclosure of merchant data and shall cooperate fully in remediation and any required notifications.
3. **Return or Destruction.** Upon termination or upon the Company's request, Agent shall return or securely destroy all merchant data and certify destruction in writing.

17. Default and Remedies

1. **Remedies Cumulative.** All rights and remedies under this Agreement are cumulative and in addition to all other rights and remedies available at law or in equity.
2. **Costs of Enforcement.** In any action or proceeding to enforce this Agreement (including actions for injunctive relief), the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including fees on appeal, to the fullest extent permitted by Florida law.

3. **Suspension.** The Company may suspend Agent's referral submissions and withhold disputed payments (subject to prompt resolution) during the pendency of any claimed breach.

18. Dispute Resolution; Governing Law; Jury Waiver

1. **Governing Law.** This Agreement and all disputes arising out of or relating to it shall be governed by the laws of the State of Florida, without regard to its conflict-of-laws principles (excluding the UN Convention on Contracts for the International Sale of Goods).
2. **Negotiation.** Before commencing any proceeding (other than for injunctive relief under Section 10.4), the Parties shall attempt in good faith to resolve any dispute through negotiation between designated representatives for a period of thirty (30) days.
3. **Arbitration.** Any dispute not resolved by negotiation shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, seated in Miami-Dade County, Florida, conducted in English. Judgment on the award may be entered in any court of competent jurisdiction. The arbitrator shall apply Florida substantive law, may award any remedy available in court, and shall issue a written reasoned decision.
4. **Carve-Out for Equitable Relief.** Notwithstanding the foregoing, either Party may seek temporary or preliminary injunctive relief in any court of competent jurisdiction in Miami-Dade County, Florida, to protect its Confidential Information, trade secrets, or intellectual property, without waiving arbitration.
5. **Jury Waiver.** TO THE EXTENT ANY DISPUTE IS ADJUDICATED IN COURT, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY.
6. **Class Action Waiver.** Disputes shall be resolved on an individual basis; neither Party may bring a claim as a plaintiff or class member in any class, collective, or representative proceeding.

19. General Provisions

1. **Assignment.** Agent may not assign or delegate this Agreement, in whole or in part, without the Company's prior written consent; any attempted assignment without consent is void. The Company may assign this Agreement (including to an affiliate or in connection with a merger, sale of assets, or financing) without Agent's consent.
2. **Notices.** All notices shall be in writing and delivered by hand, certified mail (return receipt requested), nationally recognized overnight courier, or email to the addresses on the signature page (or as later designated in writing), and are deemed given upon receipt (or, for email, upon confirmation of transmission absent bounce-back).

3. **Severability; Waiver.** If any provision is held invalid or unenforceable, the remainder continues in full force, and the provision shall be reformed to the minimum extent necessary. No waiver is effective unless in writing, and no waiver of one breach waives any other.
4. **Entire Agreement; Amendment.** This Agreement, including Exhibit A and any Processor-required addenda, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous understandings. Amendments must be in a writing signed by both Parties (electronic signature acceptable).
5. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Electronic signatures and records satisfying the federal E-SIGN Act and the Florida Uniform Electronic Transactions Act, Fla. Stat. § 668.50 *et seq.*, are valid and enforceable to the same extent as wet-ink signatures.
6. **Counsel; Voluntary Execution.** Each Party has had the opportunity to review this Agreement with independent counsel of its choosing, and enters into it voluntarily and in reliance on its own judgment.
7. **Authority.** Each individual signing below represents that he or she is authorized to bind the Party on whose behalf he or she signs.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Independent Agent Agreement as of the Effective Date first written above.

ARIAS CAPITAL PARTNERS, INC.

By: _____

NAME: ANTHONY W. ARIAS — CEO & FOUNDER

DATE: _____

AGENT

By: _____

NAME / ENTITY: _____

DATE: _____

COMPANY NOTICE ADDRESS: AWARIAS@ARIASCAPITALPARTNERS.COM · (201) 655-3773 · MIAMI, FLORIDA
| AGENT NOTICE ADDRESS: _____

Exhibit A — Compensation Schedule (20% of Net Fees)

This Exhibit A is incorporated into the Independent Agent Agreement between Arias Capital Partners, Inc. ("Company") and the undersigned Agent ("Agent") and governs Agent Compensation.

TERM

DEFINITION / VALUE

Agent Compensation Rate	20% of Net Fees actually received and retained by the Company and attributable to Referred Merchants, as tracked in the Company's systems under the Agent's referral attribution (Section 1.4).
Net Fees	Gross fees, discounts, charges, and other revenue actually collected from a Referred Merchant's payment processing activity (including discount rates, transaction and authorization fees, statement fees, monthly minimums, and PCI fees), minus: (i) interchange, card-brand assessments, dues, and network fees; (ii) chargebacks, retrievals, refunds, representment losses, and fraud losses; (iii) reserve deposits, holds, releases, fines, and penalties; (iv) taxes, assessments, and levies; and (v) processor/acquirer fees charged against the merchant account. Net Fees are measured net of amounts the Company does not ultimately retain.
Referred Merchant	A merchant attributed to Agent per Section 1.4 whose account is opened and approved by the Company or a Processor.
Payment Cycle	Monthly; paid within thirty (30) days after month-end close; \$25.00 minimum carry-over threshold.
Offsets	Per Section 5 (chargebacks, losses, advances, overpayments, and amounts owed), applied against current or future payments.
Post-Termination Tail	Twelve (12) months of continued Agent Compensation on active Referred Merchants (Section 7.2), subject to offsets; lump-sum buyout at Company's election.
Statement	Monthly summary statement accompanying each payment; disputes due within sixty (60) days (Section 4.4).

Note on referenced provisions. Capitalized terms not defined in this Exhibit A have the meanings given in the Agreement. In the event of any conflict between this Exhibit A and the body of the Agreement, the body of the Agreement controls, except that the compensation rate stated here (20% of Net Fees) governs.