



**ADDENDUM TO: MERCHANT PROCESSING AGREEMENT  
(DUAL PRICING PROGRAM)**

Merchant Name: \_\_\_\_\_ (“Merchant”) ID: \_\_\_\_\_

Merchant has entered into that certain Merchant Processing Agreement dated \_\_\_\_\_ (the “Merchant Agreement”) with Rev19, LLC d/b/a Agile Financial Services (“AFS”). Merchant desires to participate in AFS’ custom dual pricing program (the “Program”). In connection with Merchant’s participation in the Program, Merchant agrees to the following:

- The Program is proprietary to AFS and will require an update to Merchant’s point-of-sale equipment. Merchant will not, and will not allow third parties to, uninstall any such POS equipment, install any new equipment or interfere with the operation of such equipment as used in connection with the Program. AFS’ POS system will support a dual pricing model with both a regular price and cash price for each product or SKU sold by Merchant while providing the accurate reporting needed to support Merchant’s business operations.
- Merchant is solely responsible for its choices regarding pricing and disclosure. AFS is not empowered to require Merchant to take any action as it relates to Merchant’s pricing. AFS’ responsibility is to process payments for Merchant and provide the functionality to facilitate this payment processing, including the ability to support dual pricing functionality. Merchant is not required to participate in the Program to receive AFS’ payment processing services pursuant to the Merchant Agreement. If Merchant chooses to activate the dual pricing functionality and participate in the Program, it will use and operate the Program in accordance with all applicable laws relating to pricing, disclosure and consumer protection, including card brand rules and regulations, and AFS’ policies and procedures. Participation in the Program does not change or amend any of the terms of the Merchant Agreement or Merchant’s liabilities or responsibilities under the Merchant Agreement.
- The card brands may require certain public disclosure signage at Merchant’s location regarding Merchant’s participation in the Program or other requirements outside of the scope of the POS technology/functionality provided by AFS. Any signage provided by AFS is recommended language only. Merchant is solely responsible to comply with any specific disclosure requirements required by state laws of Merchant’s location or the card brand rules and regulations regarding its participation in the Program and for any fines or penalties imposed on Merchant or AFS related to any such non-compliance.
- AFS reserves the right to change, modify, suspend or discontinue the Program upon notice to Merchant if the Program is subject to a change in a law, rule, regulation, policy or other requirement, including card brand rules or regulations, which would prohibit AFS from continuing to provide the Program or that would make the continued provision of the Program unreasonably burdensome. AFS HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR WORKMANSHIP, RELATED TO THE PROGRAM.

The undersigned represents and warrants that he/she has the requisite power and authority to execute and deliver this Addendum and to accept and agree, on behalf of itself and the Merchant, to the terms and conditions contained herein.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_