

**Amendment to Merchant
Processing Agreement**

This Agreement constitutes an amendment to the Merchant Processing Agreement between _____ (“Merchant”) and Sterling Payment Technologies LLC (“Sterling”), effective as of the date both parties execute the same (the “Effective Date”). In this agreement, Sterling and Merchant may be referred to collectively as the “Parties”.

Whereas Merchant wishes to enroll in Sterling’s Rewards Program (the “Rewards Program”), the Parties agree to the following Terms and Conditions:

I. Functionality: Sterling agrees to provide Merchant with an automated system for rewarding and tracking cardholder activity. This Rewards Program facilitates a credit to the cardholder’s account for each purchase made with a registered card. Merchant acknowledges that this process affects all sale transactions on all registered cards. Rewards are computed on the full amount of the transaction including sales tax and tips (if applicable) up to a maximum amount per transaction (if selected). Reward adjustments are not processed on returns.

Sterling will offer marketing material, modified with Merchant’s web-site information, to be used to inform merchant’s customers of the program and indicate where to enroll.

Sterling will provide and maintain a web portal to be used to facilitate the enrollment and servicing of the Merchant’s customers. The portal is customized with the Merchant’s program name, location(s), telephone number and reward offer(s). The portal allows the Merchant’s customers to enroll eligible card accounts in the Rewards Program, view their reward activity, and send inquiries via email to the Merchant. The portal remains the property of Sterling and is available for use only while the Merchant is a processing customer of Sterling and enrolled in the Rewards Program.

Sterling will provide reporting information on the activity in the Rewards Program to the Merchant via Sterling’s portal. Information contained in the reporting may be modified as updates are made to the Rewards Program.

II. Disclaimer of Warranties: All functions and services provided as part of Rewards Program are provided to Merchant as is, without any warranty expressed or implied. Sterling specifically disclaims any and all implied warranties, including but not limited to the implied warranty of merchantability, non-infringement and fitness for a particular purpose. Sterling specifically does not warrant that the Rewards Program will operate error free.

III. Limitation of Liability: In no event shall Sterling be liable to Merchant for any incidental, indirect, special, and consequential or punitive damages arising out of this agreement. Under any circumstances, Sterling’s total liability for any damages whatsoever arising out of this Agreement shall not exceed the amount which Merchant has paid in fees and charges directly related to the Rewards Program.

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IV. Privacy and Indemnification: Privacy and Indemnification: Sterling shall not provide access to cardholder account information to any third parties in the Rewards Program process. Demographic information provided to Merchant as part of the Rewards Program is for Merchant's sole use. Merchant agrees to indemnify, defend and hold harmless Sterling, its directors, officers, agents, employees and affiliates from and against any and all proceedings, claims, losses, damages, demands and expenses, direct and indirect, incurred resulting from providing Rewards Program services to Merchant.

V. Extent: This Agreement constitutes an amendment to the Merchant Processing Agreement in effect between Merchant and Sterling, and the parties agree that it is incorporated by reference and its terms and conditions are applicable to the parties.

Sterling will provide a 90-day trial period to commence at the date of this agreement for three full months. During the 90-day trial, the merchant will not be charged the Rewards monthly fee. Setup fees and the \$2.50 per-card issuance fees (if applicable) still apply. The Custom Card program will not be included in the 90-day trial offer. The 90-day trial period will include generic rewards portal and mobile site, email marketing, and SNAP reporting. At the end of the 90-day trial the merchant agrees to pay the following fees to Sterling for Reward program services provided.

REWARDS SETUP FEE *one time fee	
Cardless Rewards Program	\$
Card Rewards Program*	\$
Custom Card Rewards Program*	\$

*On Rewards card and custom card program, there will be a \$2.50 fee per card that is produced and mailed to your customer. These fees will automatically bill at the end of the month.

ACTIVE REWARDS MEMBERS PER MONTH	PRICE PER MONTH
0 – 25	\$
26 – 50	\$
51 – 75	\$
76 – 100	\$
101 – 200	\$

For more than 201 Active Reward Members, merchant will pay _____ plus an additional \$ _____ per 100 active reward members monthly.

MERCHANT AGREEMENT

Agreed To and Accepted By Merchant

Date	Merchant's Name	By	Title

STERLING PAYMENT TECHNOLOGIES LLC

Agreed To and Accepted By Sterling

Date	Sterling Payment Technologies LLC	By	Title

Program Enrollment Form

Merchant Name:		
Sterling Merchant Number(s):		
Merchant Contact/ Onsite Program Coordinator:		
Name:	Telephone Number:	Best Time To Call:
Email Address:	Merchant Website:	
Program Options:		
<input type="checkbox"/> Rewards Cardless <input type="checkbox"/> Rewards w/ Card		
<input type="checkbox"/> Rewards Custom Card _____ Qty.		
Desired Implementation Date: _____		
<small>*Minimum transaction must be set to at least the fixed reward amount.</small>		

Additional Locations

The pricing above includes the primary location. For each additional location there is a monthly fee of \$25.00 per month.