



CERTIFIED AGENT ONBOARDING & REPRESENTATION AGREEMENT

Application • Qualification • Training • Certification • Conduct • Confidentiality

Applicant / Agent	
Company (if applicable)	
Effective Date	
Paynuity Agent ID	

IMPORTANT

Signing this packet does not by itself authorize an applicant to represent Paynuity. Authorization begins only after Paynuity completes its onboarding review, required screening, training and certification steps, and issues written activation or an Agent ID.

DRAFT FOR PAYNUITY MANAGEMENT AND LEGAL REVIEW • OCTOBER 2026

1. Agent Onboarding Framework

This packet is designed to replace a signature-only onboarding approach with a controlled qualification and certification process for individuals who will solicit merchants or otherwise represent Paynuity in approved sales activities.

Stage	Required Item	Decision	Status
1	Application & identity information	Completeness review	☐
2	Standalone screening authorization	Background/security screening	☐
3	RaiseX qualification assessment	Qualification grade	☐
4	Paynuity agent training	Knowledge & compliance assessment	☐
5	Agreement + confidentiality	Execution / legal onboarding	☐
6	Paynuity final approval	Agent ID / written activation	☐

Certification Rule

An applicant is not a “Paynuity Certified Agent” merely because this packet is signed. Certification is granted only after all required onboarding steps are completed and Paynuity issues written approval. Paynuity may suspend or revoke certification and access at any time as permitted by this Agreement and applicable law.

Terminology / Legal Capacity

“Agent” and “Certified Agent” are commercial program labels. Unless Paynuity expressly authorizes otherwise in writing, the relationship is that of an independent contractor. The Agent has no authority to bind Paynuity, alter contracts, make commitments on Paynuity’s behalf, incur obligations for Paynuity, or hold themselves out as an employee, officer, bank, card network, or authorized representative beyond the limited sales activities expressly approved by Paynuity.

2. Agent Application & Information

Full legal name	
Preferred name	
Home / business address	
City / State / ZIP	
Mobile telephone	
Email address	
Date of birth	
Driver license no. / State	
SSN / EIN	
Company legal name (if any)	
Entity type / State of organization	
Website / LinkedIn	
Emergency contact / phone	

Professional Background

Current occupation / employer	
Payments / financial services experience	
Prior ISO / processor affiliations	
Licenses / registrations / certifications	
Languages / markets served	
Referral source	

Applicant Disclosures

☐ **Yes** ☐ **No** Have you ever been convicted of, pled guilty or no contest to, or received deferred adjudication for a felony or a crime involving fraud, theft, dishonesty, financial misconduct, identity theft, money laundering, or misuse of customer data?

☐ **Yes** ☐ **No** Have you ever been terminated or suspended by a payment processor, ISO, acquiring bank, card network, financial institution, or regulated financial-services company for misconduct or compliance concerns?

☐ **Yes** ☐ **No** Have you ever been subject to a regulatory, licensing, civil enforcement, sanctions, or fraud-related action material to the services contemplated here?

☐ **Yes** ☐ **No** Are you currently restricted by any agreement that would prevent or materially limit your performance of services for Paynuity?

If “Yes” to any item, attach a written explanation. A disclosure does not automatically disqualify an applicant; Paynuity will evaluate information in accordance with applicable law and its risk standards.

3. Qualification & RaiseX Agent Grading

Paynuity may use a structured qualification process administered internally and/or with support from RaiseX to evaluate whether an applicant is ready to enter the Paynuity training and certification program. The qualification process should be documented, consistently applied, job-related, and limited to information appropriate for the role.

Assessment Area	Evidence	Result	Reviewer Notes
Application integrity	Completeness, consistency, identity verification	___ / ___	
Relevant experience	Payments, sales, financial services, B2B	___ / ___	
Professional conduct	References / documented business history	___ / ___	
Training readiness	Pre-training knowledge / learning readiness	___ / ___	
Compliance judgment	Scenario-based ethics and compliance questions	___ / ___	
Communication	Accurate, professional representation	___ / ___	
Screening status	Handled separately under applicable screening process	Pass / Review / N/A	

Qualification Outcome

RaiseX Qualification Grade	_____ / 100
Outcome	☐ Advance ☐ Conditional Review ☐ Do Not Advance
Reviewer	
Review Date	
Paynuity Approval	☐ Approved ☐ Not Approved

The qualification grade is an internal decision-support tool and is not, by itself, certification or authorization to act for Paynuity. Paynuity retains final approval authority. Any use of third-party consumer-report information, public-record dossiers, or algorithmic worker scores must be handled through a legally reviewed screening process and not silently folded into this scorecard.

4. Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is entered into by Paynuity One, LLC (“Paynuity” or “FSP”) and the individual or entity identified on the signature page (“Agent”), effective on the date of the last signature.

4.1. Services. Agent may solicit bona fide, lawful prospective merchants for Paynuity-approved merchant card and payment services and perform only those other activities Paynuity expressly authorizes in writing. All merchant applications must be complete, accurate, and truthful.

4.2. No Authority to Bind. Agent may not execute or modify a merchant agreement on behalf of Paynuity; promise pricing, approval, funding, settlement, savings, underwriting outcomes, product functionality, regulatory status, or implementation dates not expressly approved by Paynuity; incur obligations in Paynuity’s name; or make representations outside approved materials and scripts.

4.3. Independent Contractor. Agent is an independent contractor and not an employee, partner, joint venturer, officer, fiduciary, franchisee, or general legal agent of Paynuity. Agent controls the manner and means of lawful performance subject to this Agreement, Paynuity’s compliance requirements, sponsor requirements, and applicable network rules. Agent is responsible for taxes and ordinary business expenses unless Paynuity agrees otherwise in writing.

4.4. Approved Branding and Materials. Agent may use only current Paynuity-approved names, logos, email signatures, presentations, proposals, pricing tools, websites, social content, and marketing materials. No material may be created, altered, published, or distributed using Paynuity or sponsor branding without prior written approval.

4.5. Card Network and Sponsor Restrictions. Agent must comply with applicable sponsor, processor, and card-network requirements communicated by Paynuity. Agent may not imply that Agent is Visa, Mastercard, American Express, Discover, a bank, or an independently registered network service provider unless that status is accurate and Paynuity has approved the representation.

4.6. No Sub-Agents Without Approval. Agent may not appoint, employ, refer, or use another person to perform Paynuity solicitation or representation activities unless that person has separately completed Paynuity onboarding, screening, training, agreement execution, and written approval.

4.7. Merchant Information. Agent must promptly disclose material adverse information learned about a merchant or application, including suspected fraud, misrepresentation, prohibited activity, material changes in business model, or information reasonably relevant to underwriting or compliance.

4.8. Operating Rules. Agent agrees to comply with applicable Paynuity policies, sponsor requirements, card-network rules, and written compliance instructions, as updated from time to time. If a conflict exists, Agent must stop the affected activity and seek written guidance from Paynuity.

5. Compensation, Residuals & Expenses

5.1. Compensation. Unless a separately executed compensation schedule states otherwise, Agent will be paid a commission equal to ten percent (10%) of Net-Net Commission Revenue attributable to merchants originated by Agent and accepted by Paynuity. The controlling compensation terms are set forth in Schedule A and Exhibit G. No commission is earned on gross processing volume itself.

5.2. Payment Timing. Commissions will be calculated monthly and paid in accordance with the applicable compensation schedule and Paynuity's records, subject to lawful offsets expressly permitted by this Agreement or the compensation schedule.

5.3. Residual Eligibility. Residuals remain subject to merchant processing activity, Paynuity's receipt of corresponding compensation, Agent's compliance, applicable minimum-payment thresholds, and the post-termination provisions of this Agreement and Schedule A.

5.4. Portfolio Transaction. If Paynuity sells or transfers a merchant portfolio or business, any continuing payment obligation will be governed by the transaction documents, this Agreement, and applicable law. Paynuity will not intentionally structure a transfer solely to evade earned payment obligations.

5.5. Expenses. Agent is responsible for Agent's expenses unless Paynuity gives prior written approval for reimbursement.

6. Training, Certification & Continuing Eligibility

6.1. Training Required. Before representing Paynuity to merchants, Agent must complete all assigned Paynuity training modules, policy acknowledgements, and assessments.

6.2. Assessment Integrity. Agent must personally complete required quizzes, scenario assessments, and certification examinations. Unauthorized assistance, impersonation, answer sharing, or circumvention of assessment controls is prohibited.

6.3. Certification. Certification is effective only after Paynuity confirms completion and issues written activation or an Agent ID. A training completion screen, application submission, or signature alone does not confer certification.

6.4. Continuing Education. Paynuity may require refresher training or recertification when products, rules, laws, sponsor requirements, or risk conditions change.

6.5. Suspension. Paynuity may immediately suspend merchant-facing authority, systems access, branding rights, or certification while investigating suspected fraud, misrepresentation, data-security incidents, material complaints, rule violations, or other material risk.

7. Agent Conduct & Representation Standards

Agent acknowledges that every merchant interaction can create regulatory, contractual, reputational, and financial risk. Agent therefore agrees to the following mandatory boundaries:

- Use accurate, current, Paynuity-approved descriptions of products, pricing, capabilities, banking relationships, underwriting, settlement, integrations, and implementation timelines.
- Never guarantee merchant approval, savings, rates, funding, chargeback outcomes, uptime, security, regulatory approval, or financial results.
- Never claim Paynuity owns, licenses, controls, or has rights to technology, intellectual property, bank charters, licenses, partnerships, or products unless Paynuity has approved the claim in writing.
- Never describe Paynuity or a merchant relationship in a way that is false, misleading, deceptive, incomplete in a material respect, or inconsistent with approved disclosures.
- Never offer bribes, kickbacks, undisclosed inducements, falsify applications, conceal merchant ownership, manipulate MCCs, coach a merchant to evade underwriting, or facilitate transaction laundering.
- Never collect or retain cardholder data, bank credentials, passwords, full payment credentials, or sensitive merchant information through personal email, text, unapproved cloud storage, or other unapproved channels.
- Immediately escalate suspected fraud, data compromise, sanctions concerns, merchant complaints, regulator inquiries, subpoenas, network inquiries, or threats of litigation to Paynuity.
- Maintain professional conduct and avoid harassment, discrimination, retaliation, threats, deceptive pressure tactics, or conduct reasonably likely to damage Paynuity, its sponsors, merchants, or partners.

Approved / Prohibited Claims Acknowledgment

Agent MAY	Agent MAY NOT
Use approved Paynuity materials; explain approved products; gather merchant information through approved channels; make approved introductions; state the Agent's approved title.	Bind Paynuity; alter agreements; invent pricing; guarantee outcomes; misstate licenses/IP/bank or network relationships; use unapproved logos; make investment or financial-condition claims; speak to media or regulators for Paynuity without authorization.

8. Data Security, Privacy & Systems Access

8.1. Least Access. Agent may access only systems, merchant records, tools, and data specifically assigned to Agent and only for legitimate Paynuity business purposes.

8.2. Credentials. Agent must use unique credentials, multifactor authentication where available, and secure devices. Credentials may not be shared. Suspected credential compromise must be reported immediately.

8.3. Payment Data. Agent may not store, copy, photograph, transmit, or retain sensitive authentication data or cardholder data except through expressly approved systems and procedures. Agent must comply with applicable PCI DSS and Paynuity security requirements communicated to Agent.

8.4. Privacy. Agent will collect only information reasonably necessary for approved business purposes and will follow Paynuity instructions concerning privacy notices, retention, secure transmission, deletion, and incident response.

8.5. Incident Reporting. Agent must immediately report suspected unauthorized access, loss of a device containing Paynuity information, phishing, malware, accidental disclosure, or other security/privacy incident and preserve relevant evidence.

8.6. Return / Deletion. Upon request, suspension, or termination, Agent must promptly return Paynuity property and securely delete Paynuity Confidential Information from personal systems except where retention is required by law, subject to continuing confidentiality obligations.

9. Complaints, Escalation & Recordkeeping

9.1. Merchant Complaints. Agent must promptly forward merchant complaints to the designated Paynuity channel and may not promise credits, refunds, settlements, contract releases, legal conclusions, or regulatory outcomes without authorization.

9.2. Records. Agent must maintain accurate records of material merchant communications, approvals, and disclosures using Paynuity-approved systems. Agent may not alter, backdate, fabricate, conceal, or destroy business records.

9.3. Cooperation. Agent will reasonably cooperate with Paynuity compliance reviews, sponsor/network inquiries, audits, investigations, and lawful regulatory requests relating to Agent's activities.

10. Confidentiality, Nondisclosure & Non-Circumvention

10.1. Confidential Information. Confidential Information includes nonpublic business strategies, pricing, products, services, intellectual property, research, customer and merchant information, prospect lists, business contacts, partner information, financial information, security information, credentials, processes, agreements, training materials, and information received from third parties under a duty of confidence.

10.2. Exclusions. Confidential Information does not include information Agent can document was lawfully known without restriction before disclosure, becomes public without breach, is lawfully received from an unrestricted third party, or is independently developed without use of Paynuity Confidential Information.

10.3. Non-Use and Nondisclosure. Agent will use Confidential Information only to perform authorized services for Paynuity, disclose it only to persons Paynuity authorizes who have a legitimate need to know and appropriate confidentiality duties, and protect it using at least reasonable care.

10.4. Compelled Disclosure. If legally required to disclose Confidential Information, Agent will, to the extent legally permitted, promptly notify Paynuity and disclose only the portion legally required.

10.5. No License. No disclosure grants Agent ownership or license rights except the limited right to use approved materials during active authorization for the purpose of performing approved services.

10.6. Non-Circumvention. During the Agreement and for twelve (12) months thereafter, Agent will not knowingly use Paynuity Confidential Information to circumvent Paynuity in a transaction involving a business opportunity or third party first introduced to Agent by Paynuity and identified in writing as protected, subject to pre-existing relationships, independent inbound contacts, and ordinary-course activities unrelated to the protected opportunity.

10.7. Survival. Confidentiality obligations survive for three (3) years after the applicable disclosure or longer to the extent information remains protected as a trade secret or applicable law or another written agreement requires a longer period.

10.8. Equitable Relief. Unauthorized use or disclosure may cause irreparable harm. Subject to applicable law, Paynuity may seek injunctive or other equitable relief in addition to available remedies.

11. Intellectual Property & Brand Protection

11.1. Ownership. Each party retains ownership of its pre-existing intellectual property. Paynuity retains all rights in its marks, systems, documentation, approved materials, training content, merchant information, and other proprietary materials except where a written agreement expressly provides otherwise.

11.2. Limited Brand License. During active certification, Paynuity grants Agent a revocable, non-exclusive, non-transferable right to use only approved Paynuity branding solely for authorized Paynuity activities. The right ends immediately upon suspension or termination.

11.3. No Registration or Challenge. Agent may not register, reserve, acquire, challenge, or use confusingly similar domains, social handles, business names, trademarks, or advertising keywords incorporating Paynuity marks without written authorization.

12. Indemnification & Risk Allocation

12.1. Agent Indemnity. To the fullest extent permitted by law, Agent will indemnify, defend, and hold harmless Paynuity, its applicable sponsors, affiliates, officers, directors, employees, and representatives from third-party claims, losses, penalties, damages, and reasonable defense costs arising from Agent's material breach, fraud, willful misconduct, gross negligence, unauthorized representation, violation of applicable law or network/sponsor requirements, or misuse of Confidential Information or payment data.

12.2. Paynuity Indemnity. Paynuity will indemnify Agent from third-party claims to the extent caused by Paynuity's material breach, fraud, willful misconduct, or gross negligence, subject to applicable law and any limitations set forth in Schedule A.

12.3. Notice and Defense. The indemnified party must provide prompt notice of a covered claim and reasonable cooperation. The indemnifying party may control the defense, but may not enter a settlement imposing admission, non-monetary obligation, or unreimbursed liability on the indemnified party without consent.

13. Term, Suspension & Termination

13.1. Term. The initial term is one (1) year and renews for successive one-year periods unless terminated in accordance with this Agreement.

13.2. Ordinary Termination. Either party may give written notice of non-renewal at least thirty (30) days before the end of the then-current term, unless Schedule A provides a different lawful arrangement.

13.3. Material Breach. Either party may terminate for material breach if the breach is not cured within thirty (30) days after written notice, except where immediate suspension or termination is expressly permitted.

13.4. Immediate Suspension / Termination. Paynuity may immediately suspend or terminate Agent's authority for fraud, criminal activity materially relevant to the role, material misrepresentation, unauthorized access or data misuse, transaction laundering, sanctions concerns, material network/sponsor violations, misuse of marks, threats to Paynuity or merchant security, or conduct reasonably requiring immediate action to protect merchants, sponsors, networks, Paynuity, or the public, subject to applicable law.

13.5. Effect. Upon suspension or termination, Agent must stop representing Paynuity, stop using Paynuity branding, return property, cease systems access, and comply with continuing confidentiality, data-security, non-circumvention, payment, and record-retention obligations.

13.6. Post-Termination Residuals. Post-termination residuals, if any, will be governed by Schedule A and applicable law. The parties should not rely on inconsistent residual provisions appearing elsewhere in prior forms.

14. General Provisions

14.1. Governing Law. Florida law governs this Agreement without regard to conflict-of-law principles, subject to any non-waivable law applicable to Agent or the services.

14.2. Venue. Subject to any enforceable dispute-resolution provision in Schedule A, the parties consent to state and federal courts located in Orange County, Florida.

14.3. Notices. Formal notices must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified mail, or confirmed electronic delivery to the addresses stated on the signature page or subsequently designated in writing.

14.4. Assignment. Agent may not assign this Agreement or delegate Paynuity-facing services without Paynuity's prior written consent. Paynuity may assign this Agreement in connection with a merger, reorganization, financing, sale of substantially all relevant assets, or portfolio transaction, subject to applicable payment obligations.

14.5. Entire Agreement / Order of Precedence. This Agreement, its exhibits, and executed schedules constitute the parties' agreement concerning Agent's services. In a conflict, a specifically negotiated and signed Schedule A controls compensation; the standalone screening disclosure controls screening authorization; and this Agreement controls general conduct and services unless an exhibit expressly states otherwise.

14.6. Amendments / Waiver / Severability. Amendments and waivers must be in writing signed by authorized parties, except Paynuity may update operational, training, security, and compliance policies

prospectively as reasonably necessary. Invalid provisions will be severed or narrowed to the extent permitted while preserving the remainder.

14.7. Electronic Signatures. Electronic signatures and counterparts are effective to the extent permitted by law.

15. Agent Acknowledgments & Signature

- ☐ I have read and understand this Agreement and the applicable schedules and exhibits.
- ☐ I understand that signing does not itself make me a Paynuity Certified Agent or authorize merchant-facing activity.
- ☐ I will not represent Paynuity until I receive written activation or an Agent ID.
- ☐ I will use only approved statements, pricing, materials, systems, and branding.
- ☐ I understand that training, assessment integrity, confidentiality, data security, and ongoing compliance are conditions of continued certification.
- ☐ I understand that I cannot bind Paynuity or make unauthorized promises or representations.
- ☐ I understand that background-screening disclosures and authorization, where applicable, are provided separately from this Agreement.

Agent legal name	
Agent company (if applicable)	
Signature	
Date	
Paynuity One, LLC - Authorized Signer	
Title	
Signature	
Date	

EXHIBIT A - Certification & Training Record

Agent name	
Paynuity Agent ID	
Training program version	
Assigned date	
Completion date	
Knowledge assessment	_____ %
Compliance scenario assessment	_____ %
Final certification result	☐ Certified ☐ Conditional ☐ Not Certified
Certified by	
Certification effective date	
Recertification / review date	

Required Modules

- ☐ Paynuity company and product overview
- ☐ Merchant acquiring and processing fundamentals
- ☐ Approved pricing and proposal practices
- ☐ Underwriting boundaries and prohibited merchant practices
- ☐ Card-network / sponsor representation rules
- ☐ Data security, PCI and privacy
- ☐ Fraud, transaction laundering and escalation
- ☐ Merchant communications and complaint handling
- ☐ Brand, marketing and social-media rules
- ☐ Ethics, conflicts and anti-bribery
- ☐ Final knowledge and scenario assessment

EXHIBIT B - Compensation Schedule A

This schedule must be completed and signed before commissions or residuals are payable. It is intentionally separated from the operational agreement so Paynuity can document the exact economics applicable to each Agent without ambiguity.

Commission / residual percentage	_____ %
Definition of Net Revenues	☐ Agreement definition ☐ Modified as follows: _____
Payment frequency	
Minimum payment threshold	
Chargeback / loss allocation	
Portfolio sale / successor treatment	
Post-termination residual treatment	
Vesting or service conditions (if any)	
Special merchant / house account exclusions	
Other terms	

Agent signature / date	
Paynuity authorized signer / date	

EXHIBIT C - Standalone Consumer Report / Background Screening Disclosure & Authorization

IMPORTANT: KEEP THIS EXHIBIT STANDALONE. Do not combine releases, indemnities, certification statements, or unrelated contractual terms into this disclosure. Paynuity should have employment/FCRA counsel and its screening vendor approve the final form before use.

Disclosure

Paynuity One, LLC may obtain a consumer report and/or investigative consumer report about you from a consumer reporting agency for purposes related to your application, engagement, certification, retention, reassignment, or continued eligibility to perform services, to the extent permitted by applicable law. A report may include information concerning identity, employment history, education, professional credentials, motor vehicle records, criminal history, credit history where legally permitted and relevant, and other lawful background information.

If an investigative consumer report is requested, you may have additional rights to request information about the nature and scope of the investigation. You will receive any notices and rights required by applicable federal, state, or local law.

Authorization

I authorize Paynuity One, LLC to obtain consumer reports and/or investigative consumer reports about me for the purposes described above, to the extent permitted by law. I understand that this authorization may apply during the application process and, if clearly permitted by applicable law and Paynuity's approved screening process, during my engagement.

Full legal name	
Other names used (if legally required / permitted)	
Current address	
City / State / ZIP	
Date of birth (for identification only)	
SSN / identifier (secure collection)	
Signature	
Date	

Screening vendor: _____ Vendor contact / disclosure information:

EXHIBIT D - Paynuity Confidentiality & Non-Circumvention Acknowledgment

This Exhibit confirms the Agent's specific acceptance of the confidentiality and non-circumvention obligations contained in Section 10 and is adapted for the Agent relationship from Paynuity's Mutual Nondisclosure & Non-Circumvention Agreement.

- ☐ I will use Paynuity Confidential Information only for authorized Paynuity business.
- ☐ I will protect merchant, prospect, partner, pricing, product, security, strategy, intellectual-property, and business-contact information from unauthorized use or disclosure.
- ☐ I will not copy or retain Confidential Information except as reasonably necessary for authorized services and approved recordkeeping.
- ☐ I will return or securely destroy Paynuity Confidential Information when required, subject to lawful retention obligations.
- ☐ I will not use Paynuity Confidential Information to circumvent Paynuity with respect to protected business opportunities or introductions.
- ☐ I understand that confidentiality obligations may continue after my active relationship with Paynuity ends.

Agent name	
Signature	
Date	

EXHIBIT E - Compliance & Representation Quick Rules

Topic	Required	Prohibited
Identity	Use approved title and Agent ID	Claim employee/officer/network/bank status unless true and approved
Pricing	Use current approved pricing	Invent rates, waive terms, or guarantee savings
Underwriting	Set accurate expectations	Guarantee approval or coach evasion
Marketing	Use approved materials	Create unapproved Paynuity/network claims or logos
Data	Use approved secure channels	Text/email/store sensitive payment credentials
Merchants	Submit truthful, complete applications	Hide ownership, MCC, business model, or adverse facts
Complaints	Escalate promptly	Promise refunds, settlements, or legal outcomes
IP / Partnerships	Use verified approved statements	Claim ownership, licensing, partnerships, or integrations not approved
Security	Report incidents immediately	Conceal compromise or share credentials
Training	Complete personally and honestly	Use unauthorized assistance or share answers

Agent initials: _____ Date: _____

EXHIBIT F - Paynuity Certification & Authorization

For Paynuity internal use only. Completion of this page is the final activation control.

Application complete	☐ Yes ☐ No
Identity verified	☐ Yes ☐ No
Standalone screening authorization complete	☐ Yes ☐ No ☐ N/A
Background / security screening status	☐ Clear ☐ Review ☐ Not Approved ☐ N/A
RaiseX qualification completed	☐ Yes ☐ No
RaiseX grade / outcome	
Training completed	☐ Yes ☐ No
Assessment integrity confirmed	☐ Yes ☐ No
Agreement executed	☐ Yes ☐ No
Confidentiality acknowledgment executed	☐ Yes ☐ No
W-9 received	☐ Yes ☐ No
Schedule A executed	☐ Yes ☐ No
Certification status	☐ APPROVED - CERTIFIED PAYNUITY AGENT ☐ APPROVED WITH CONDITIONS ☐ NOT APPROVED ☐ ADDITIONAL REVIEW REQUIRED
Paynuity Agent ID	
Authorized Paynuity officer - printed name	
Authorized Paynuity officer - title	
Authorized Paynuity officer - signature	
Officer approval date	
Certification effective date	
Certification expiration / renewal date	

OFFICER CERTIFICATION: By signing above, the authorized Paynuity officer certifies that the required onboarding, screening, qualification, training, assessment, agreements, and internal approvals are complete and approves the certification status shown above.

FINAL CONTROL: No applicant may represent Paynuity or use the title Certified Paynuity Agent until an authorized Paynuity officer signs this Certification & Authorization and Paynuity issues an Agent ID or equivalent written activation. Certification remains subject to suspension or revocation under the Agreement and Paynuity policies.

EXHIBIT G

AGENT COMMISSION & NET-NET REVENUE SCHEDULE

10% Commission Framework | Board Approval Draft

This Exhibit describes the standard commission methodology for a Certified Paynuity Agent unless Paynuity and the Agent execute a different written compensation schedule. It is intended to make the economics understandable while preserving Paynuity's ability to price, underwrite, service and account for each merchant based on the actual transaction profile and contractual economics.

1. Standard Commission

Subject to this Agreement, Schedule A, merchant acceptance, Agent compliance and Paynuity's actual receipt of revenue, the Agent is eligible to receive a commission equal to ten percent (10%) of Net-Net Commission Revenue attributable to eligible merchants originated by the Agent. Processing volume is not revenue and the 10% commission is not calculated on a merchant's gross card-processing volume.

2. Definition of Net-Net Commission Revenue

"Net-Net Commission Revenue" means the merchant-related revenue actually received and retained by Paynuity after subtracting the applicable costs, fees, credits, losses and other deductions directly attributable or reasonably allocable to that merchant relationship. The calculation is based on Paynuity's books and records and may vary by merchant, sponsor bank, processor, card mix, pricing model, product set and risk profile.

COMPONENT	TREATMENT
Gross Merchant Revenue	Amounts actually received by Paynuity from the merchant relationship, including eligible processing and service revenue.
LESS: Interchange & Network Costs	Interchange, assessments, dues, network fees and similar pass-through costs.
LESS: Sponsor / Processor / Platform Costs	Sponsor-bank, processor, gateway, platform, authorization, settlement and directly related third-party costs.
LESS: Merchant-Specific Adjustments	Refunds, credits, chargebacks, reserves, losses, fines, penalties, pricing adjustments, uncollected amounts and merchant-specific servicing costs.
LESS: Approved Direct / Allocable Costs	Other documented costs directly attributable or reasonably allocated to servicing the merchant, but not duplicated elsewhere in the calculation.
EQUALS: Net-Net Commission Revenue	The commission base after applicable deductions.
Agent Commission	10% of Net-Net Commission Revenue, subject to the Agreement and Schedule A.

3. Illustrative Examples - Not a Quote or Guarantee

The examples below are educational illustrations only. They assume an illustrative blended merchant revenue yield of 2.75% of processing volume and illustrative total deductions of 2.30%, leaving a 0.45% Net-Net Commission Revenue margin. Actual economics may be materially higher or lower. No Agent should quote these examples to a merchant or represent them as guaranteed compensation.

Illustrative Annual Processing Volume	\$1,000,000	\$10,000,000
Illustrative gross merchant revenue @ 2.75%	\$27,500	\$275,000
Illustrative interchange/network/processor/direct costs @ 2.30%	(\$23,000)	(\$230,000)
Illustrative Net-Net Commission Revenue @ 0.45%	\$4,500	\$45,000
Agent commission @ 10% of Net-Net	\$450 / year	\$4,500 / year
Illustrative monthly average	\$37.50 / month	\$375 / month

Example formula: \$10,000,000 annual processing volume x 0.45% illustrative Net-Net Commission Revenue margin = \$45,000 illustrative annual Net-Net Commission Revenue; \$45,000 x 10% = \$4,500 illustrative annual Agent commission. The same merchant could produce a different result depending on actual pricing, card mix, interchange, sponsor/processor costs, ancillary products, refunds, chargebacks, losses and other permitted deductions.

4. Earning, Calculation & Payment Rules

- Commissions are earned only on eligible revenue actually received by Paynuity and attributable in Paynuity's records to an eligible merchant originated by the Agent.
- Commission calculations will be performed monthly using Paynuity's books and records and paid on the timing stated in Schedule A, subject to applicable minimum thresholds, reconciliation and lawful offsets.
- If revenue is later reversed, refunded, charged back, uncollected or otherwise adjusted, Paynuity may make a corresponding commission adjustment or offset as permitted by the Agreement and applicable law.
- No commission is payable on taxes, interchange or network pass-through amounts, amounts never received by Paynuity, or revenue that is excluded under the Agreement or Schedule A.
- Paynuity may provide a commission statement or reasonable supporting summary showing the merchant, applicable commission base and commission amount, subject to confidentiality, sponsor-bank, processor and merchant-data restrictions.

5. No Guarantee; No Authority to Promise Economics

Processing volume, merchant pricing and projected residuals do not guarantee any particular commission. Paynuity does not guarantee merchant approval, merchant longevity, transaction volume, revenue, margin or Agent earnings. An Agent may not promise a merchant, another Agent or any third party a particular

Paynuity margin, residual, commission, rate or economic outcome unless specifically authorized in writing by Paynuity.

6. Changes, Merchant Economics & Order of Precedence

Paynuity may change merchant pricing, vendors, sponsor banks, processors, products or cost structures in the ordinary course of business, subject to applicable contracts and law. Such changes may affect Net-Net Commission Revenue prospectively or as otherwise permitted by the governing agreements. If this Exhibit conflicts with a specifically negotiated and signed Schedule A, Schedule A controls as to compensation. The remainder of the Agent Agreement continues to apply.

7. Agent Acknowledgment / Paynuity Approval

Agent Name

Paynuity Authorized Officer

Agent Signature

Officer Signature

Date

Date

Agent ID

Officer Title

Compensation Schedule Version

Board / Approval Reference (if applicable)

Agent Initials: _____ **Paynuity Initials:** _____

Illustrative compensation schedule - subject to final legal, compliance and Board review before production use.