

## ADDENDUM TO AGREEMENT FOR AMERICAN EXPRESS® CARD ACCEPTANCE

This addendum (“Addendum”), effective as of the date that American Express executes this Addendum (“Effective Date”), between (“Merchant”, “You” or “Your”) and American Express Australia Limited (ACN 108 952 085) (“American Express”), amends the agreement between American Express and Merchant including the incorporated Card Acceptance Terms and Conditions dated October 2020 as may be amended from time to time and the International Merchant Regulations (as amended, the “Card Acceptance Agreement”). Capitalized terms used in this Addendum but not defined shall have the meaning given in the Card Acceptance Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. By executing this Addendum, You are providing notice to American Express of Your desire to use Live Eftpos Pty Ltd (ACN 108 952 085 (“Your Designee”) as Your agent to receive settlement amounts from American Express and to perform certain of Your responsibilities under Your Card Acceptance Agreement.
2. You have given Your Designee the authority to: (i) receive settlement amounts owed to You by American Express in a bank account in the name of Your Designee, or as otherwise designated by You or Your Designee; (ii) respond to inquiries and Chargeback disputes; (iii) receive and provide information, notices, instructions and approvals to American Express on Your behalf; and (iv) take any other actions necessary to perform Your responsibilities under Your Card Acceptance Agreement.
3. You authorize American Express to disclose Your warmly welcoming Merchant Service Fee or MSF (otherwise known as the Discount), payment terms and other information under the Card Acceptance Agreement to Your Designee, and to use and rely upon information, instructions (including banking instructions) and approvals provided by Your Designee to American Express on Your behalf. American Express, in its sole discretion and pursuant to the terms of the Card Acceptance Agreement, shall either withhold credits otherwise payable to You into the bank account of Your Designee, or debit the bank account of Your Designee under this Addendum, if for any reason American Express believes that paying credits to Your Designee under the terms of this Addendum will result in financial risk to You or American Express.
4. You represent that You have confirmed that Your Designee employs industry standard security, privacy and data protection practices. Your Designee shall be considered one of Your Covered Parties. You shall be fully liable to American Express for any breach of confidentiality or breach of privacy by Your Designee in relation to the performance of its responsibilities under this Addendum. For the purposes of this Addendum, Covered Parties means any or all of Your employees, agents, representatives, subcontractors, Processors, service providers, providers of Your POS systems or payment processing solutions, and any other party to whom You may provide Cardmember Information access in accordance with the Card Acceptance Agreement.
5. At all times, You will remain responsible for all payment and other obligations under the Card Acceptance Agreement, and for all services and functions that Your Designee performs under the Card Acceptance Agreement as if You performed such services and functions Yourself.
6. Any listing or certification by American Express of Your Designee does not constitute a guarantee or warranty by American Express of its performance and does not relieve You of Your responsibility and liability for Your Designee. This Addendum does not create a contractual relationship between American Express and Your Designee or otherwise obligate any party beyond the terms of this Addendum. American Express’s sole obligation under this Addendum is

to make payment in respect of Charges and Credits submitted by Your Designee to American Express on Your behalf to the bank account number designated by You or Your Designee. Any related question or dispute shall be dealt with between You and Your Designee. You are solely responsible for notifying American Express if the arrangement between You and Your Designee is terminated for any reason. American Express shall have no liability to You or any other person for any payments made to Your Designee following termination of the arrangement and prior to receiving notification of such termination from You.

7. The term of this Addendum begins on the Effective Date and continues in effect for a period of two (2) years ("Term"). After the Term, this Addendum will remain in effect for successive one-year periods, unless terminated by either party or on termination of the Card Acceptance Agreement.
8. All other terms of the Card Acceptance Agreement shall continue to apply between American Express and You in respect of Charges submitted by Your Designee to American Express on Your behalf, unaffected by this Addendum, including American Express' rights to Chargeback, create a reserve and take other protective actions. The law governing the Card Acceptance Agreement shall apply to this Addendum as if fully incorporated herein.
9. You represent and warrant that You are authorized to enter into this Addendum on behalf of Yourself and any of Your Affiliates covered by the Card Acceptance Agreement, and the individual who signs this Addendum has authority to bind You and any of Your Affiliates to this Addendum.

IN WITNESS WHEREOF, the parties have duly executed this Addendum as of the Effective Date.

AMERICAN EXPRESS AUSTRALIA LIMITED \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Authorized Signer Name:

Title:

Authorized Signer Title:

Date:

Date: