

Exhibit 1 to Attachment A

ADDENDUM TO SAAS AGREEMENT

EARNED TIP ACCESS (ETA) PROGRAM TERMS OF SERVICE

The following terms apply to the provision of the Earned Tip Access (ETA[™]) Program, provided by Company to Customer. This addendum (together with all schedules, exhibits, additional terms listed herein, and attachments (collectively, the “Addendum”) is incorporated into the Agreement and supplements the terms and conditions in the Agreement as they relate to Company’s provision of Services to Customer.

1. CERTAIN DEFINITIONS AND INCORPORATED TERMS.

1.1 Unless otherwise set forth in this Addendum (as defined below), definitions set forth in the Agreement shall have the same meaning as used in this Addendum. Additional definitions used in this Addendum are set forth in Annex. A hereto.

1.2 This Addendum hereby incorporates the following additional terms and conditions into the Agreement, and supplements the terms and conditions in this Addendum related to the ETA Program:

- a. Schedule A: [Electronic Signature Consent](#);
- b. Schedule B: [Funds Availability Agreement](#);
- c. Schedule C: [ACH Authorization](#);
- d. Schedule D: [Privacy Notice](#);
- e. Schedule E: [Error Resolution Disclosure](#);
- f. Schedule F: [Truth in Savings](#);
- g. Schedule G: [USA Patriot Act](#);
- h. Schedule H: [HausDirect Terms of Use](#)

2. EARNED TIP ACCESS (ETA[™]) PROGRAM.

The ETA[™] Program calculates the Payable Tips and enables the Customer to Payout Tips for Participating ETA Program Employees. For each Pay Period, Company calculates an aggregate total of tips.

2.1. **Enrollment.** In order to participate in the ETA[™] Program, Customer will be required to complete the Enrollment Process. In the Enrollment Process, Customer acknowledges and agrees that, as a precondition to access and use of features associated to the ETA[™] Program, it must:

- a. Submit all Customer information reasonably requested by Company, or the Bank, to complete KYB verification;

- b. All Business Owners submit all requested personal information related to, or in connection with, passing KYC verification, as requested by Company;
- c. Establish a link with an External Account owned or controlled by Customer that will be used to Fund the ETA TM Program;
- d. Company may require, in its sole discretion, personal guarantees covering any Authorized Payouts that Company makes on behalf of Customer to Participating ETA Program Employees, but for which Final Settlement is not received; and,
- e. Provide any other information reasonably required by Company or the Bank for the Enrollment for the use of the ETA TM Program.

2.2 **Grant of License.** Following completion of the Enrollment Process, Company grants to Customer a limited, non-transferrable, non-exclusive right to use the ETA TM Program solely for Customer's internal business purpose,. The license rights granted in this Section 2.2 may be revoked by Company if Customer materially breaches any terms contained within this Addendum and fails to cure the same within five (5) days of receipt of written notice therefore.

2.3 **ETA Program Payouts.**

a. **Authorized Payout User Access.** You acknowledge and authorize your Authorized Agent to access the ETA TM Program information and content within the Tiphaus SaaS Platform. This information may include aggregate tip calculations, individual tip calculations, and available balance details on an External Account linked to the Tiphaus ETA Business Account.

b. **Authorized Payouts.** You acknowledge and authorize, for and on behalf of all Customer employees with active and authorized Tiphaus Account login credentials, receipt of Payout from Company for a Pay Period. You represent and warrant that the Company shall transfer funds from an External Account to the Tiphaus ETA Business Account for the purposes of reimbursing distributed Individual Available Payouts to Participating ETA Program Employees who elect HausMoney or HausDirect payments.

c. **Payout Frequency.** Upon the commencement of the ETA Program, you agree to initiate, and maintain throughout the term of the ETA Program, timely Payouts to Participating ETA Program Employees for each respective Pay Period. Unless otherwise agreed by Tiphaus, all Customers shall initiate Payout to Customer employees no less than five times (x5) per week, per Customer location (the "Minimum Payout Frequency"). Customer acknowledges and agrees that failure to comply with this Section 2.3(c) may result in Tiphaus terminating Customer's ETA Program, as well as imposing of any eligible fees described herein.

d. **No Payout Maximum.** You acknowledge that, unless otherwise mutually agreed, there is no monetary limitation on Payouts to ETA Program Employees for a Pay Period. As such,

any Payouts of a significant amount shall be required to be thoroughly reviewed by Customer prior to initiating.

2.4. **ETA Program Funding.** Funding the ETA™ Program is initiated through the Tiphaus SaaS Platform by the Customer and any Authorized User on the Tiphaus SaaS Platform.

a. **Funds Verification.** When the initiation of Funding is made, Company will perform a balance verification on the External Account linked to the ETA™ Program. Company uses a third-party, Plaid, to gather Customer data from external financial institutions connected via the Tiphaus SaaS Platform. By participating in the ETA™ Program, You grant both Company and Plaid the right, power, and authority to act on your behalf to access and verify available funds information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy at plaid.com/legal

b. **Funds Transfer.** When initiating Funding for payment via hausmoney or HausDirect, Customer acknowledges and authorizes Company to credit Individual Available Payouts to Customer employees and, simultaneously, the Total Available Pay Out amount to be debited from the External Account, and funds transferred to the Tiphaus ETA Business Account. Once the External Account is deemed by Company to have more funds available than the Total Available Pay Out or the sum of all Individual Available Payouts, Company will credit Participating ETA Program Employees with their respective Individual Available Pay Out amount into their hausmoney Checking Account or payout through HausDirect (as applicable), and initiate a transfer from Customer into the Tiphaus ETA Business Account.

c. **Transaction Types and Limitations.** For the purposes of the ETA™ Program, the Tiphaus ETA Business Account will offer the ability for these transaction types: Direct Deposit, ACH Inbound (Linked Account) and Debit Card Funding. Transaction limitations established for each transaction type varies but will be custom set to allow for the volume of funds required to successfully Payout, daily or for up to seven (7) days' worth of Payable Tips. We do not accept deposits in foreign funds or funds transferred from a bank outside of the United States. We do not accept funds from an account not in your business name. We do not accept in-person or mailed deposits.

d. **Deposits.** Any deposits will be credited to your Tiphaus ETA Business Account in accordance with our **Funds Availability Policy**. We reserve the right to reject a deposit if it is made payable to Tiphaus or the Bank and contains no other information that might assist us in identifying the Account to which it should be deposited. We reserve the right to refuse any other type of deposit if we believe it is fraudulent, will not be paid, it is not made payable to you, or is otherwise suspicious in nature. We will not be liable if such action causes outstanding items to be dishonored and returned, resulting in the inability for Company to perform a Payout to Participating ETA Program Employees.

e. **ACH Deposits.** In order to transfer funds from an account that Customer owns or has control of at another financial institution to Customer's account within the Tiphaus ETA Business Account with us using the Automated Clearing House ("ACH") or Real-time Payments ("RTP") Funds Transfer Service, we use Plaid to gather your data from external financial institutions you connect via the Tiphaus SaaS Platform. By participating in the ETA™ Program, you grant us and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy at plaid.com/legal

f. **ACH or RTP Funds Transfer Service.**

(i) You acknowledge that any credit we give you with respect to a Fund Transfer is provisional until we receive Final Settlement for that entry. If we do not receive Final Settlement, you agree that we shall receive a prompt refund equivalent to the amount credited to your Tiphaus ETA Business Account in connection with such entry.

(ii) You acknowledge that we will not give you next day notice of receipt of an ACH or RTP item. Instead, we will provide you confirmation of payment in the Tiphaus Platform.

(iii) Subject to the limitation of liability applicable for transactions that are electronic funds transfers under the Electronic Funds Transfer Act and Regulation E, you will indemnify us for any losses incurred as a result of any transaction Company initiates between these accounts that is later returned or is reported unauthorized, or is unable to be completed for other reasons not resulting from our or our subcontractor's acts or omissions, you agree to hold us harmless for any loss resulting from the incomplete transfer.

(iv) If Customer's External Account has multiple owners, you agree that each owner authorizes the Company to initiate the transfer of funds utilizing the ACH or RTP Funds Transfer Service between the External Account and the Tiphaus ETA Business Account. Each Account Owner agrees to be jointly and severally liable to us for any losses incurred as a result of the Account Owner's improper use of the ETA™ Program up to and including the transfer amount, any applicable fees, and any reasonable legal expenses. Company's funds transfers request will only be completed if you have sufficient funds in the External Account from which you wish Company to transfer funds and the accounts are linked for transfer capabilities. Funds transfer transactions are subject to dollar amount limitations, which are determined by us and may be set according to your ETA™ Program configurations. These limitations are set for security reasons and are not disclosed for that reason.

(v) We reserve the right to limit the number of External Accounts that can be linked to your Tiphaus ETA Business Account for purposes of transferring funds; to limit functionality of the Funds Transfer service by imposing limits, holds, or other measures; and to close your Tiphaus ETA Business Account if unlawful activity is found or suspected.

2.5. **Tiphaus ETA Business Account.**

a. **Opening Account.** Once Customer has completed the Enrollment Process, they will be issued a Tiphaus ETA Business Account. The purpose of the Tiphaus ETA Business Account is a virtual bank account used to fund the ETA™ Program. There is no minimum balance requirement for opening or maintaining the Tiphaus ETA Business Account. We allow

“DBA” Business Accounts for businesses where the business is conducted and presented to the public via a name that is not the legal entity name of the business.

b. Fees.

(i) In the event of a negative balance, at any time, in the TiphauS ETA Business Account as the result of a failed ACH or RTP Funds Transfer Service transaction, TiphauS shall provide you with written notice and, if such notice is not acknowledged within the same business day and rectified within one (1) business day of the first occurrence and by the end of the same business day of subsequent occurrences, may, in its sole discretion, take the following actions, and charge the following applicable fees which Customer acknowledges and agrees shall be deducted from Customer’s External Account and will be referenced in Customer’s TiphauS SaaS Invoice as an ETA™ Program Charge:

1. An immediate fee of ten percent (10%) of the total negative balance to the TiphauS ETA Business Account;
2. A daily fee of \$50USD for every day thereafter that the TiphauS ETA Business Account remains in negative balance;
3. After three (3) business days of the TiphauS ETA Business Account remaining in negative balance on the first occurrence and one (1) business day on subsequent occurrences, and after failed attempts by TiphauS to collect the outstanding amount(s), TiphauS, in its sole discretion, may suspend access to the TiphauS SaaS Platform until the TiphauS ETA Business Account is no longer in negative balance;
4. After ten (10) business days of the TiphauS ETA Business Account remaining in negative balance, after at least two (2) attempts by Company to collect the outstanding amount(s), TiphauS, in its sole discretion, may pursue legal action, including referring your TiphauS ETA Business Account to a third-party collection agency, or initiating a lien on Customer assets;
5. Require that the Customer maintain a deposit with Company, in an amount that is solely defined by Company, but in no case shall be less than one (1) weeks’ worth of Payouts, in order to continue utilizing the Services

(ii) In the event that Customer fails to achieve the Minimum Payout Frequency at any Customer location over the course of any full calendar month for which Customer is enrolled in the ETA™ Program, Company may, in its sole discretion, take the following actions, and charge the following applicable fees which Customer acknowledges and agrees shall be deducted within five (5) business days of the end of such month from Customer’s External Account and will be referenced in Customer’s TiphauS SaaS Invoice as an ETA™ Program Charge:

1. An “Under-utilization Fee” that shall be calculated as fifteen dollars (\$15) minus the average number of payouts per Participating ETA Program Employee for that location over the course of the previous month, and that difference shall be multiplied by the number of Participating ETA Program Employees. For example, if Customer has ten (10) Participating ETA Program Employees, and only manages

to complete three (3) payouts per week over the course of the prior month, and Participating ETA Program Employees receive an average of 9 payouts during that month, the Under-utilization Fee shall be calculated as:

$$(\$15 - 9) \times 10 = \$60$$

2. May require Customer to discontinue use of the HausDirect program, and in Company's sole discretion, revoke any discounts offered for the TipHaus SaaS Platform.
3. If Customer fails to achieve the Minimum Payout Frequency in any two (2) consecutive months, Company may, in its sole discretion, elect to terminate Customer from the ETA™ Program.

c. **Rate Information.** Tiphaus ETA Business Account is a non-interest-bearing account. For additional information on this you can reference our [Truth in Savings Disclosure](#).

d. **Errors Resolution.** In any case of errors or questions about your Payouts or Transferred Funds, you agree to promptly contact support by email at support@tiphaus.com . You may be required to confirm the information in writing within 10 business days. In these cases, we will advise you, accordingly, provide you the necessary forms for confirming your dispute in writing, and give you instructions for sending us the signed form. For additional instruction on the process for submitting a dispute please reference our [Error Resolution Disclosure](#).

e. **Tiphaus ETA Business Account Closing.** Upon written notice of termination of ETA Program participation, referenced in Section 6 (Termination), you agree to authorize Company to transfer the remaining balance of funds, including any and all Residual Amounts, to an External Account that is owned by Customer and actively linked. After the Tiphaus ETA Business Account is closed, we have no obligation to accept deposits or pay outstanding items but may do so at our discretion. Customer agrees to hold Company harmless for refusing to honor any item on a closed Tiphaus ETA Business Account. All related closing fees will be deducted from the final balance.

f. **Death or Incompetence.** Company may continue to honor any items submitted until: (i) we know of the fact of a Business Owner death or of a legal determination of incompetence or incapacitation and (ii) we have had a reasonable opportunity to act on that knowledge. Customer agrees that, even if Company has knowledge of a death, we may pay on items drawn on or before the date of such knowledge for up to ten (10) days after that date, unless ordered to stop payment by someone claiming an interest in the Tiphaus ETA Business Account. We may require additional documentation to confirm any claims made on the Tiphaus ETA Business Account. We do not support Trust accounts or Powers of Attorneys at this point in time.

g. **Customer Group's Use of Services.** Customer agrees that it will be responsible for ensuring that each of the entities included in the Customer Group comply with the requirements of this Addendum

h. **Recipients' Information.** Subject to Company's compliance with applicable laws and regulations, Customer agrees that Company and its subcontractors, vendors, and agents

providing ETA™ Program related services, may disclose information to a Participating ETA Program Employee related to Company's funds and enrollment information provided by Customer to the extent such is related to the Participating ETA Program Employee and necessary to provide the ETA Program to such Participating ETA Program Employee and may otherwise use or disclose such information regarding a particular Participating ETA Program Employee, solely with the consent of that Participating ETA Program Employee, consistent with the Bank Terms and applicable privacy policy.

i. **Third Party Beneficiary**. Notwithstanding anything set forth to the contrary in the Agreement, Customer acknowledges and understands that the Bank, and its respective successors and assigns, may be a third-party beneficiary of this Addendum entitled to enforce, to the extent that Company would be entitled to enforce, each of the provisions of this Addendum as well as the limitation of liability set forth below.

3. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Customer represents, warrants and covenants that:

3.1 It has any necessary third-party consents and authorizations, Customer individuals included in the enrollment and Participation of the ETA™ Program, any individual personal information; and

3.2 It will comply with all applicable laws, regulations, and policies in the access and use of the ETA™ Program.

4. **PRIVACY.** Use of the ETA™ Program is also governed by our [Privacy Policy](#), and incorporated herein by reference. Our Privacy Policy contains important disclosures about how we collect and use your business and personal information. By participating in the ETA™ Program, you consent to the collection and use of your personal information as set forth in our Privacy Policy; provided, however, that in all events Section 5 of the Agreement shall govern our use of Customer Data.

5. **FURTHER LIMITATION OF LIABILITY.**

The provisions of this Section 5 supplement the provisions of Section 10 of the Agreement.

5.1 **Liability for Interruptions and Delays**. Neither Company, the Bank, or any respective director, employee, contractor, supplier, or agent shall be liable for any damages to Customer, or ETA Program Employee, arising from any decision to refrain from or delay in the transfer or remittance of the funds, including due to: (a) Customer's failure to provide necessary information; (b) Customer's failure or inability to satisfy the registration requirements; (c) Company not receiving timely funds from Customer as required herein.

5.2 **NO CONSEQUENTIAL DAMAGES**. IN NO EVENT WILL THE BANK, COMPANY, OR ANY OF COMPANY'S AGENTS OR SUBCONTRACTORS BE RESPONSIBLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH ANOTHER PARTY MAY INCUR OR EXPERIENCE ON ACCOUNT OF USING OR PROVIDING THE SERVICES, INCLUDING HAUSMONEY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH

DAMAGES.

6. ADDITIONAL TERMINATION.

The provisions of this Section 6 supplement the provisions of Section 7 of the Agreement.

6.1 Termination of the ETATM Program. Either Company or Customer may terminate ETA Program Services upon 10 Business Days' prior written notice to the other. In addition, Company may, upon provision of written notice (which may be by e-mail) to Customer describing the basis for termination, immediately terminate ETATM Program Services and this Addendum, in the event: (a) Customer commits an act of bankruptcy or becomes the subject of any Bankruptcy Act proceeding or becomes insolvent, or if any substantial part of Customer's property becomes subject to any levy/seizure, assignment, application or sale for or by any creditor or governmental agency; (c) Company reasonably determines that Customer may be engaged in illegal activity or that Customer may be utilizing the ETA Program in an illegal manner; (d) Customer has any material adverse change in its financial condition that prevents or will prevent it from performing its obligations hereunder; or (c) the Bank cancels Customer's accounts, and Customer is not able to rectify the issue and obtain alternative accounts within five (5) days written notice from the Bank.

Attachment(s):

Annex A – Certain Defined Terms

ANNEX A CERTAIN DEFINED TERMS

“ETA TM Program” is the Tiphaus Earned Tip Access Program, and is as defined in Section 2 of the Addendum.

“Addendum” is as defined in Section 1 of the Addendum.

“Pay Period” is a date interval set established by Company, in its sole reasonable discretion, in the Tiphaus SaaS Platform that is used to determine which days tip earning calculations will be calculated for a Payout per Customer location.

“Participating ETA Program Employees” is an individual who the Customer employs and has earned and will be distributed Payout Tips either directly by the Customer or through HausMoney or HausDirect.

“Payout” is an authorized transfer of Funds, made by the Customer, which transfers money from the Customer’s External Account to the Tiphaus ETA Business Account for the purposes of distributing tip earnings to Participating ETA Program Employees. Once the authorized funds have been posted to the Customer’s Tiphaus ETA Business Account, then the Company performs Individual Employee Payouts.

“Payout Tips” is the authorized amount of Funds from the Customer to the Participating ETA Program Employee solely for tips earned.

“Enrollment Process” is the set of instructions and activities the Customer is expected to complete, to entirety, in order to allow the Company to verify the legitimacy, creditworthiness, and viability of the Customer, in each of its locations, and their relevant Business Owners. In addition, it includes the process Company uses to create the Tiphaus ETA Business Account for the Customer. Enrollment is a prerequisite to ETA Program Participation.

“External Account” is a checking account, savings account, debit account, or credit card account held by institutions other than Company, and registered for External Transfers.

“External Transfer ” means a transfer of money between Company’s Tiphaus ETA Business Account and another External Account.

“Tiphaus SaaS Platform” means the Service provided, pursuant to the applicable under the Agreement

“Tiphaus ETA Business Account” is the virtual bank account established by Company for the sole purpose of performing money movement activities associated to the ETA Program for the

Customer. This bank account is established and maintained by Company in partnership with Company's Bank Sponsor.

"Bank Sponsor" is a federal or state chartered bank which provides deposit demand accounts for Company's Customers. Bank Sponsor is also a member of the Visa and/or MasterCard card associations (or another Approved Bank Card System) and which processes credit and debit card transactions and provides related services on behalf of the Credit Parties.

"Business Owners" have more than 25% ownership of the business.

"You" means the party, other than Tiphaus, to this Addendum, and to the Agreement.

"Authorized User" is Customer employees or personnel with active and authorized Tiphaus Account login credentials.

"Funding" is a transaction that has been initiated for the purposes of moving money from one financial institution to another.

"Individual Available Payout" is the total amount of tips earned by a Participating ETA Program Employee.

"Direct Deposit" is the deposit of funds electronically into a bank account rather than through a physical, paper check. Direct deposit requires the use of an electronic network that allows deposits to take place between banks. This network is called the [automated clearing house](#) (ACH). Because the funds are transferred electronically, bank accounts are credited automatically, so there is no need to wait for the money to clear.

"Debit Card Funding" is a direct deposit of funds deposited into a demand deposit account, which is linked to a debit card. A debit card looks like a credit card but works like an electronic check.

"Automated Clearing House ("ACH") Funds Transfer Service" is a service that performs an electronic fund transfer between banks across the Automatic Clearing House (ACH) network.

"Account Owner" is the owner of an account at a financial institution, and owns the money or securities contained in it.

"Bank" is a an FDIC insured financial institution licensed to receive deposits and make loans.

"Transferred Funds" is the completion of a transfer of money from one bank account, debit card, or credit card to another, either within a single financial institution or across multiple institutions. For the purposes of the ETA TM Program, transferred funds will be via an electronic fund transfer (EFT).

“Business Days” For purposes of this Addendum, our business days are Monday through Friday, excluding U.S. national bank holidays, unless otherwise.

“KYB” (Know Your Business) is the verification method used to determine if Customer is meeting federal regulation and law requirements associated with anti-money laundering compliance. This is a requirement by our Bank Sponsor. During Enrollment, the Company collects specific information about the Customer and runs verification on the information provided. A failed KYB verification will result in the inability for the Customer to participate in the ETA Program.

“hausmoney Checking Account” is the consumer demand deposit checking account Participating ETA Program Employees are issued when successfully signing up for hausmoney[™]. This is the account the Customer’s Tiphaus ETA Business Account transfers Individual Available Payouts, payroll, and other funds the Customer would like to issue to the employee. For the purpose of clarity, the hausmoney[™] Checking Account is the only account Customer is authorized to send Payouts.

“ETA Program Charge” is a fee applied to one, or multiple, aspects of the ETA Program service.

“Participation” is the authorized ability to perform activities and tasks associated with running the ETA Program. Participation of the ETA Program is available to the Customer once they have successfully completed Enrollment and have not been suspended, or denied, the ability to participate.

“Final Settlement” is the designation placed on the ACH transaction when the funds have been cleared and posted to the Tiphaus ETA Business Account