

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. [Electronic Signature Consent;](#)
- b. [Funds Availability Agreement;](#)
- c. [ACH Authorization;](#)
- d. [Privacy Notice;](#)
- e. [Error Resolution Disclosure;](#)
- f. [Truth in Savings;](#) and
- g. [USA Patriot Act.](#)

2. EARNED TIP ACCESS (ETA™) PROGRAM.

The ETA™ Program 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 Company information relevant and necessary to passing 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 that will be used to Fund the ETA™ Program; and

d. Provide any other information reasonably required for the Enrollment for the use of the ETA™ Program.

2.2 Grant of License. Following completion of the Enrollment Process, Company grants to Company a personal, non-transferrable, non-exclusive right and license to use solely for Company's internal business purpose, the ETA™ Program. The license rights granted in this Section 2.2 may be terminated by Company if Customer breaches any terms contained within this Addendum.

2.3 ETA Program Payouts.

a. **Authorized Payout User Access.** You acknowledge and authorize your Authorized Agent to access the ETA™ Program information and content within the TiphauS SaaS Platform. This may include information, such as: 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 all Customer employees, with active and authorized TiphauS Account login credentials, the ability to initiate a Payout for a Pay Period on behalf of the Customer. This means you authorize Customer employees the ability to transfer funds from an External Account to the TiphauS ETA Business Account for the purposes of distributing Payable Tips to Participating ETA Program Employees.

c. **Residual Payout Amounts.** You further acknowledge that the Total Available Pay Out may, as outlined in this Addendum, include a rounding up to the closest whole dollar amount ("Residual Amount"). In the event of any Residual Amount, such Residual Amount shall be maintained in escrow in Customer's TiphauS ETA Business Account and attributed to the next Payout.

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. We use a third-party, 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 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, Customer acknowledges and authorizes the Total Available Pay Out amount to be debited from the External Account and funds transferred to their TiphauS ETA Business Account. Once this amount is transferred into the TiphauS ETA Business Account, Company will credit Participating ETA Program Employees

with their respective Individual Available Pay Out amount into their hausmoney Checking Account.

c. **Transaction Types and Limitations.** For the purposes of the ETA™ Program, the Tiphau 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.** All deposits will be credited to your Tiphau ETA Business Account in accordance with our **Funds Availability Policy**. We reserve the right to reject a deposit if it is made payable to Tiphau 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 you own or have control of at another financial institution to your Tiphau ETA Business Account with us using the Automated Clearing House ("ACH") Funds Transfer Service, we use Plaid to gather your data from external financial institutions you connect via the Tiphau 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 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 Tiphau 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 item. Instead, we will provide you confirmation of payment in the Tiphau Platform.
- (iii) You acknowledge that if, in connection with your Tiphau ETA Business Account, you request us to transmit an ACH return transaction, for example, in connection with any claim of erroneous or unauthorized transaction, that the originating depository financial institution has no obligation to accept that return transaction if the return request is not made within the applicable time frame set forth in the National Automated Clearing House Association (NACHA) Operating Rules. We will attempt to pursue your return request within the originating depository financial institution as long as you report the problem to us in writing within 60 days after the statement first reflecting the transaction; however, we do not guarantee that we will be able to recover your funds if you notify us of the

problem after expiration of the NACHA time frames. In some cases, depending on the facts, your claim may not be honored, and you may incur a loss.

- (iv) By using the ACH Funds Transfer Service, you are certifying that the registered External Accounts that you transfer funds to and from, and any debit or credit cards used to transfer from are under the same ownership as the Tiphhaus ETA Business Account with us. In the event that the accounts are not titled the same or ownership among the transferring accounts changes, the funds will be returned to the sender.
- (v) 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 you initiate between these accounts that is later returned or is reported unauthorized, and if you initiate a transfer that is found to be unverifiable or is unable to be completed for other reasons, you agree to hold us harmless for any loss resulting from the incomplete transfer. If a transfer is made from a third-party account or registered as an external deposit account before we detect it, we may, without notice to you, place those funds on hold and debit your Tiphhaus ETA Business Account, and return the funds to the third party's account in the form of a funds transfer, once we have confirmed the funds cleared the external account.
- (vi) If you use the ACH Funds Transfer Service to transfer funds to or from an account that has multiple owners, you agree that each owner authorizes the others to: (a) initiate the transfer of funds between accounts; (b) register any external bank account, debit card, or credit card; and (c) initiate the transfer of funds between your accounts, with us and any registered External Account or card network. Each Account Owner agrees to be jointly and severally liable to us for any losses incurred as a result of the improper use of the ETA™ Program up to and including the transfer amount, any applicable fees, and any legal expenses. Your funds transfers request will only be completed if you have sufficient funds in the External Account from which you wish 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.
- (vii) We reserve the right to limit the number of External Accounts that can be linked to your Tiphhaus 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 Tiphhaus ETA Business Account if unlawful activity is found or suspected.

2.5 Tiphhaus ETA Business Account.

a. Once Customer has completed the Enrollment Process they will be issued a Tiphhaus ETA Business Account. The purpose of the Tiphhaus ETA Business Account is a commercial bank account used to fund the ETA™ Program.

b. The Tiphais ETA Business Account is a Commercial Checking Account provided by the Bank. Company serves as a program manager and service provider to the Bank. In that role, Company is responsible for providing access and other services to facilitate your use of the ETA™ Program provided by the Bank.

c. A commercial checking account will be opened on behalf of the Customer. We also 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. By Enrollment of the ETA™ Program, you certify to Company that you will use the Tiphais ETA Business Account for commercial purposes only and not primarily for personal, family, or household use. Further, you certify to Company your use of the Tiphais ETA Business Account will only be for the purposes of ETA™ Program funding activities.

d. There is no minimum balance requirement for opening or maintaining the Tiphais ETA Business Account. In addition, we reserve the right to:

(i) If able, offset negative balances from an External Bank Account when the Tiphais ETA Business Account is negative for more than 2 days; and

(ii) In the event that a negative balance remains in the External Bank Account for longer than three (3) calendar days, Tiphais may impose a daily fine of up to \$500.00 until the negative balance is reconciled, or until the Tiphais ETA Business Account is closed; and

(iii) Close the Tiphais ETA Business Account that is inactive for at least six (6) months.

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

f. Account Balances / Posting Order. You agree to maintain a positive balance and will not incur overdrafts. If the Tiphais ETA Business Account is managed in such a way it results in a negative balance or becomes overdrawn, Company agrees to rectify the matter by transferring sufficient funds from an External Bank Account within 2 business days. The Company’s failure to bring the Tiphais ETA Business Account to a positive balance will result in the temporary or permanent suspension of the ETA™ Program. Further consequences may be taken if you do not remedy the situation within the required timeframe, which can include: (i) the reporting of your negative balance to a reporting agency; (ii) legal action; (3) charging you fees for the overdraft in accordance with our Schedule of Fees; and/or (4) referring your Tiphais ETA Business Account to a third-party collection agency.

g. 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](#).

h. Fees and Charges. You represent and warrant that you will pay any applicable fees and charges we assess for the ETA™ Program, including that late payment fee set forth in Section 2.5(d)(ii). Applicable fees will be deducted from your Account and will included in your

Tiphaus SaaS Invoice as an ETA™ Program Charge. These charges and fees are assessed in accordance with our **Schedule of Fees**.

i. 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 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.

j. 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.

2.6 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

2.7 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 regarding Participating ETA Program Employee and may otherwise use or disclose information regarding a particular Participating ETA Program Employee, with the consent of that Participating ETA Program Employee, or as otherwise consistent with the Bank Terms or applicable privacy policy.

2.8 Maintenance of Customer Content. Customer shall be solely responsible for updating and maintaining the completeness and accuracy of all Customer Content provided to Company.

2.9 Bank Services, Communication and Features. Customer shall resolve any disputes, not in connection with the Services, regarding fees, charges, disputed charges, or fraudulent activity on the account(s) issued in connection with the Services directly with the issuing Bank.

2.10 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, is 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** All of the Customer Content do not, and will not, infringe upon, violate, wrongfully use or misappropriate any third-party intellectual property rights.
- 3.2** It has all necessary consents and authorizations of each Customer individuals included in the enrollment and Participation of the ETA™ Program, including any individual personal information included in Customer Content; and
- 3.3** 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.

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. To the extent that any interruption occurs other than due to the gross negligence or willful misconduct of either party, neither party shall be liable or deemed to be in default for any act, failure to act, negligence or bad faith. Neither Company, the Bank, or any respective director, employee, contractor, supplier, or agent shall be liable for any damages to Company, or Recipient, 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 Company as required herein.

5.2 NO CONSEQUENTIAL DAMAGES. EXCEPT FOR A PARTY'S BREACH OF CONFIDENTIALITY, OR BREACH OF APPLICABLE LAW, IN NO EVENT WILL THE BANK, COMPANY, CUSTOMER, RECIPIENT, OR ANY OF COMPANY'S OR CUSTOMER'S AGENTS OR SUBCONTRACTORS BE RESPONSIBLE 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 ETA™ 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 ETA™ Program Services, this Addendum, and the Agreement, in the event: (a) Customer defaults in the transfer of funds hereunder; (b) 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 preventing its obligations hereunder; or (e) the Bank cancels Customer's accounts.

Annex A – Certain Defined Terms (*found down below*)

ANNEX A
CERTAIN DEFINED TERMS

“ETA™ Program” is the Tiphhaus 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 by the Customer in the Tiphhaus SaaS Platform that is used to determine which days tip earning calculations will be calculated for a Payout.

“Participating ETA Program Employees” is an individual who the Customer employs and has confirmed will be distributed Payout Tips.

“Payout” is an authorized transfer of Funds, made by the Customer, which transfers money from the Customer’s External Account to their Tiphhaus 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 Tiphhaus ETA Business Account, then the Company performs Individual Employee Payouts.

“Payout Tips” is the authorized transfer 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 of the Customer and their relevant Business Owners. In addition, it includes the process Company uses to create the Tiphhaus 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 Tiphhaus ETA Business Account and another External Account.

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

“Tiphhaus ETA Business Account” is the commercial demand deposit bank account established for the Customer for the sole purpose of performing money movement activities associated to the ETA Program. This bank account is established and maintained 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.

“You” means the party, other than Tiphhaus, to this Addendum, and to the Agreement.

“Authorized User” is Customer employees or personnel with active and authorized Tiphhaus Account login credentials.

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

“Total Available Payout” is the total amount of tips earned by Participating ETA Program Employees that are determined by Customer as the tips they want to Payout within a Pay Period, rounded up to the nearest whole dollar. The Total Available Pay Out does reflect tip calculations after all calculations and adjustments have been made, with any residual amount to maintained in escrow in Customer’s Tiphhaus ETA Business Account and attributed to the next Payout.

“Individual Available Payout” is the total amount of tips earned by a Participating ETA Program Employee the Customer determines will be paid and sent to the employee’s hausmoney Checking Account.

“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 Tiphais 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 Tiphais ETA Business Account.