

Sporting Goods and Firearms Addendum to Merchant Services Agreement

This Addendum supplements the Agreement to which it is attached, and to the extent as below, modifies and supersedes any conflicting provisions contained elsewhere in the Agreement, and makes the following special provisions part of the Agreement. All other provisions or terms of the Agreement shall remain in full force and effect.

1. In connection with the Merchant's obligations under and pursuant to the Agreement and this Addendum, the Merchant agrees to abide by all state and federal laws, rules and regulations governing the face-to-face and non-face-to-face sales of age restricted products (herein after, "Products") to potential customers, including but not limited to weapons, firearms, accessories for weapons or firearms, ammunition or other related items, accessories or products.
2. Merchant agrees that to the extent that the Merchant has NOT provided Clearent a valid, current Federal Firearms License ("FFL") and has NOT been approved by Clearent under the Agreement to process card transactions that require an FFL, the Merchant affirms and attests that it will not process sales of Products that require an FFL under state or federal laws, rules or regulations in either a face-to-face or non-face-to-face environment. In addition, Clearent prohibits processing sales for the following products unless the merchant has a valid and current Federal Firearms License (FFL). Merchant affirms that it will not process sales for any of the below product types with Clearent. Additional prohibited products may be added to those below by Clearent from time-to-time in its sole discretion.
 - 1) The sale of unserialized lower receivers.
 - 2) 80% Completed lower receivers.
 - 3) CNC (Computerized Numeric Control) Machines
 - 4) Drill Bit or Jigs used to complete the building of a gun
 - 5) Antique/replica firearms such as powder based ammo and muskets
3. Merchant agrees that prior to consummating a face-to-face card transaction for the sale of any such Products, it shall request name and age verification from the potential customer. Merchant further agrees that such verification shall be a valid government issued form of identification, clearly displaying the customer's photograph, name, address and date of birth. Merchant shall also verify that the valid identification presented to Merchant at the point of sale for such Product(s) shall contain the customer's name appearing on the face of the valid credit card presented to Merchant.
4. Merchant agrees that following the consummation of a non-face-to-face card transaction for the sale of any such Product(s), it shall only deliver the Product(s) to an address which will abide by all state and federal laws, rules and regulations and shall require, without exception, the signature of the card holder, and the presentation of a valid, government issued photo identification card in the same name and address as the card holder, to verify legal age upon delivery of the Product(s).

5. Merchant shall remain liable for all card transactions submitted under and pursuant to the terms of the Agreement and this Addendum, and to Clearent and its sponsor bank who may, in their sole discretion, refuse any of the Merchant's card transactions submitted under and pursuant to the terms of the Agreement which they individually or collectively reasonably believe are in violation of the terms of this Addendum.

IN WITNESS WHEREOF, the parties here to have caused this Addendum to be executed by their duly authorized representative as of the date set forth herein below.

Merchant

Signed: _____

Name: _____
(please print or type)

Title: _____

Date: _____

Merchant

Signed: _____

Name: _____
(please print or type)

Title: _____

Date: _____

Clearent, LLC

Signed: _____

Name: _____
(please print or type)

Title: _____

Date: _____

Sponsor Bank

Signed: _____

Name: _____
(please print or type)

Title: _____

Date: _____