

## AMENDMENT TO REFERRAL AGREEMENT

THIS AMENDMENT TO REFERRAL AGREEMENT (this “Amendment”) is entered into as of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between Clearent, LLC, a Missouri limited liability company (“Clearent”), and \_\_\_\_\_, a \_\_\_\_\_ (“Referral Entity”).

### RECITALS:

WHEREAS, the parties have entered into that certain Referral Agreement dated \_\_\_\_\_ (the “Referral Agreement”) pursuant to which Referral Entity solicits and refers merchants to Clearent for payment processing services (such merchants that enter into a merchant agreement with Clearent are referred to herein as “Signed Merchants”);

WHEREAS, Clearent provides certain data elements related to Signed Merchants (“Data”) to Referral Entity through its vendor, Integrated Reporting is Simple, LLC (“IRIS”);

WHEREAS, Referral Entity also uses IRIS for CRM services related to its portfolio of merchants pursuant to a service agreement with IRIS and may provide Data to IRIS pursuant to such agreement; and

WHEREAS, Referral Entity desires Clearent to transmit a copy of Data directly to IRIS as an agent of Referral Entity subject to the terms and conditions of this Amendment.

### AGREEMENT:

NOW, THEREFORE, in consideration of the recitals set forth above and the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to those terms in the Referral Agreement.

2. Authorization. Referral Entity hereby expressly authorizes Clearent to transmit a copy of Data directly to IRIS on Referral Entity’s behalf as its agent (the “Transfer”). Referral Entity acknowledges and agrees that upon each Transfer, IRIS will immediately assume sole and exclusive liability in relation to Data that has been subject of the Transfer. Referral Entity hereby releases and forever discharges Clearent, its affiliates, its agents, officers, employees, successors and assigns from any and all actions, causes of action, lawsuits, claims and demands which now have or may hereafter, arise out of or in any way relating to any and all injuries and damages of any and every kind, to person, brand and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to any Transfer or Data that is the subject of a Transfer, including such Data’s use or disclosure.

3. Indemnification. Referral Entity shall defend, indemnify and hold harmless Clearent and its affiliates harmless from and against and in respect to any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorney fees that Clearent may incur or suffer, that arise, result from, or relate to any Transfer or any use, disclosure, loss or destruction of Data that is the subject of a Transfer by IRIS or any other third party.

4. Effect of Referral Agreement. Except to the extent modified or amended by this Amendment, all of the provisions of the Referral Agreement shall continue in full force and effect and shall remain enforceable and binding against the parties thereto in accordance with their terms.

5. Governing Law. This Amendment shall be governed by and interpreted by the laws of the State of Missouri without reference to conflict or choice of law rules.

6. Counterparts. This Amendment may be executed in the original or by facsimile, and/or in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

**Clearent, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Referral Entity:** \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_