



118 Graceland Blvd #117  
Columbus, Ohio 43214

## ISO Agreement

This Agreement is entered into on \_\_\_\_\_, 2019, by and between Canna Group LLC (hereinafter “VENDOR”), with offices at 118 Graceland Blvd #117 Columbus, Ohio 43214, and, \_\_\_\_\_, (hereinafter “ISO”), with office location at \_\_\_\_\_.

### 1. AGREEMENT

VENDOR and ISO agree that, in consideration of referrals of other merchants and businesses (collectively “merchants”) for use of VENDOR’s services, VENDOR will pay commissions to ISO as set forth in this Agreement and its attachments. As a condition of entering this Agreement, ISO represents to VENDOR that it has no existing agreements which precludes it from entering into this Agreement. For purposes of this Agreement, an ISO shall be defined as any individual, merchant or business eligible for participation in this program and accepted by VENDOR in the program that refers other merchants or businesses to VENDOR for the purpose of using VENDOR services. In consideration for the referrals made by ISO, VENDOR shall pay commission to ISO in accordance with the percentages and rates set forth in **Attachment A**, attached hereto and made a part of this Agreement. These commissions shall be paid regardless of the expiration or termination of this Agreement and for as long as the merchants/businesses referred by ISO continue using VENDOR’s services (“Referred Merchants”). The ongoing residual payments following expiration or termination of this agreement will be conditioned on the VENDOR’s ability to service the accounts through its processing or other master agreements. If service is maintained and there are no attempts by ISO or its affiliated entities or individuals to move the account from VENDOR’s base of business to a competitor, then residuals shall continue to be paid. For the purposes of this Agreement, the term affiliated entices or individual shall include, but not be limited to business entities (corporations, partnerships, etc.) that are owned or controlled by ISO or in which ISO has pecuniary interest through contract understanding or through a third-party nominee.

### 2. REFERRED MERCHANT REQUIREMENTS

For ISO to receive any commissions, VENDOR, must approve the Referred Merchant for participation in the program and the Referred Merchant must execute a VENDOR processing agreement. Further, for ISO to receive commission, the Referred Merchant must not be in breach of any of its obligations under any of the VENDOR processing agreements. VENDOR reserves the right, in its sole discretion, to reject and/or decline to accept any Referred Merchant for participation in this referral program.

### **3. ACCOUNTING FOR RESIDUALS/COMMISSIONS**

VENDOR will account for commissions based on calendar months. The amount of commission due to ISO for a single month will be finalized by the 28<sup>th</sup> day of the month following the month in which the transactions that earned residual commissions occurred. For example, the residuals related to transactions occurring in January will be paid by February 28<sup>th</sup>. This will be for all revenue streams, which include merchant services, all check processing, verification services and all products that will be added to the makeup the VENDOR product line. Any product vendor that is added will automatically falls under these payment guidelines unless stated otherwise.

### **4. ADVERTISING AND MARKETING OF VENDOR**

ISO may not use, advertise and/or market using VENDOR's tradename, service mark, symbols, logos and/or services without prior written approval of VENDOR after submission of the advertising or marketing campaign to VENDOR. ISO may not use, advertise and/or market VENDOR's tradename, service mark, symbols, logos and/or services via direct electronic mail without prior written approval of VENDOR after submission of the advertising or marketing campaign to VENDOR. If ISO can use, advertise and/or market VENDOR's tradename, service mark, symbols, logos and/or services via direct electronic mail, there must be at least one degree of separation between the mail item and the VENDOR sign-up page. ISO may not use, advertise, market, place and/or locate Vendor's tradename, service mark, symbols and/or logos on its home web page or homepage without the prior written approval of VENDOR. ISO may advertise market, place and/or locate VENDOR's tradename, service mark, symbols and/or logos on its customer order page provided (1) the customer order page is not located on ISO's home web page and (2) ISO obtains prior written approval of VENDOR after submission of the proposed order page containing the VENDOR trade name to VENDOR.

If ISO is allowed to use, advertise and/or market VENDOR's tradename, service mark, symbols, logos and/or services, VENDOR will provide ISO with links to use in the referral process. VENDOR reserves the right to change, alter, amend, replace or remove the links at any time. VENDOR's tradename, service mark, symbols and logos will remain the property of VENDOR. ISO expressly agrees that it shall not obtain any ownership, property rights and/or causes of action relating to VENDOR's tradename, service mark, symbols and logos via execution of this agreement.

### **5. FRAUD**

If ISO, alone or in conjunction with its Referred Merchant, inflates and/or attempts to inflate the sales of its Referred Merchant misrepresents the nature of the referring merchant's business, or the ISO's own compensation, in an artificial or fraudulent manner, ISO will be in breach of this agreement and, in addition to being liable to vendor for all damages for and such violation ISO will not be entitled to receive any future commissions and, further, VENDOR will have the right to immediately terminate this agreement. VENDOR will also have the right to immediately terminate all of its' other existing contracts of any type with both the ISO as well as any referred merchant who participates in artificially inflating sales or any other fraudulent activity.

**6. COMPLIANCE WITH LAWS AND INDEMNIFICATION**

ISO warrants that it will comply with all federal, state, local and foreign laws in the performance and execution of this agreement. Each part shall indemnify, defend and hold the other party harmless from any and all claims, demands, lawsuits, damages, costs and expenses arising from each other's violation, of any federal, state, local and foreign laws in the performance and execution of this agreement.

**7. DISCLAIMER OF THIRD-PARTY RIGHTS**

The rights and obligations created by this agreement apply solely to the parties to this agreement. No persons or entity, other than the parties to this agreement and their successors and assigns, shall acquire any rights, claim or causes of action pursuant to this agreement.

**8. ENTIRE AGREEMENT**

This agreement, including any attached addendum, constitutes the entire agreement between the parties relating to the ISO referral program. No modification of this agreement will be binding upon VENDOR unless the modification is in writing and is executed by an authorized representative of VENDOR.

**9. SEVERABILITY**

If any portion of this agreement is held to be invalid, illegal or unenforceable, it shall not affect the validity, legality and/or enforceability of the remaining portions of the agreement.

**10. ARBITRATION AND APPLICABLE LAW**

This agreement shall be interpreted and construed in accordance with the laws of the State of Ohio. Any dispute between the parties to this agreement that arises from this agreement shall be resolved by either mediation or arbitration. The mediation or arbitration shall be conducted pursuant to Ohio law and the rules of the American Arbitration Association. The mediation or arbitration shall be conducted by a single neutral mediator/arbitrator from the American Arbitration Association's business panel or by mutual agreement between the parties any other qualified mediator/arbitrator may be selected. If the parties are unable to agree on a mediator or arbitrator, the appointment shall be made by the Superior Court of the County of Summit, State of Ohio, pursuant to Ohioan law. Any judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the County of Summit, State of Ohio. The parties to this agreement agree that the award is binding, unless the award is set-aside under Ohioan law.

**11. BACKGROUND AUTHORIZATION**

With my signature below, I/he/she/it, the ISO, understand and hereby authorize VENDOR to conduct all background searches and other verifications necessary for VENDOR to comply with all such requirements under the VISA and MasterCard Association rules and regulations, as may be amended from time to time.

**12. ASSIGNMENT**

This Agreement shall not be assigned, conveyed or encumbered without the express written consent of Vendor. Any attempt to assign, convey or encumber this Agreement without the express written consent of Vendor shall be null and void. Nothing therein shall prohibit Vendor from assigning, conveying or encumbering this Agreement.

**13. RIGHT OF FIRST REFUSAL**

In the event ISO desires to sell or assign to any of the residual commission payments made pursuant to this Agreement or to sell or assign ISO’s business entity to a third-party, ISO shall provide written notice to Vendor of its intent. The notice shall consist of a copy of the proposal executed by the third-party along with proof that the third-party has the financing to consummate the transaction as proposed. Upon Vendor’s receipt of this notice and proof of financing, Vendor shall have a right to match the proposed third-party offer as submitted (including any terms of payouts or hold backs). If Vendor elects to match the offer, Vendor shall have the right to consummate the purchase of the assets or stock of ISO under the same terms and for the same amount as proposed by the third-party. Once the third-party’s proposal is made and matched by Vendor, ISO shall be prohibited from soliciting or negotiating a higher value from any other possible purchaser including the party who made the initial offer. Upon receipt of the written notice from ISO, Vendor shall have sixty (60) calendar days in which to provide notice to ISO that it will match the third-party’s offer and an additional thirty (30) calendar days in which to consummate the transaction with ISO. This Right of First Refusal shall be disclosed by ISO to any third-party that it may negotiate with in connection with the sale or assignment the business of ISO.

**IN WITNESS WHEREOF**, the parties to this agreement have executed this agreement on the date first set forth above. This Agreement supersedes any previous ISO agreement with VENDOR.

ISO:

VENDOR (Canna Group LLC)

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

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

Printed

Printed

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

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

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

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

**Electronic Funds Transfer Authorization Form  
& ISO Contact Information**

ISO hereby authorizes VENDOR and the bank ("Bank") indicated below to initiate Electronic Fund Transfers. Both credit and debit transfers are authorized for the purpose of remitting payments received by VENDOR under this agreement and to credit the amounts thereof to ISO's Authorized Checking Account indicated below. Debits issued by VENDOR will only be issued in accordance with the terms and conditions listed under this agreement.

Name on ISO's Account: \_\_\_\_\_

Tax ID: EIN \_\_\_\_\_ SS \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax # ( \_\_\_\_\_ ) Email \_\_\_\_\_

Bank Name: \_\_\_\_\_ Branch \_\_\_\_\_

ABA /Routing and Transit # Check 9-digit: \_\_\_\_\_

Account Number: \_\_\_\_\_

This authority shall remain in full force and effect until VENDOR or Bank has received written notification from ISO of its termination, in such time and in such manner as to afford VENDOR or Bank a reasonable opportunity to act on it; or until VENDOR or Bank has sent Merchant ten (10) days written notice of VENDOR or Bank's termination.

ISO warrants that he, she, or it is duly authorized as a valid signer on the account described above to make this Authorization to electronically credit or debit the above account.

Please place a copy of your voided check below.

**PLEASE ATTACH A VOIDED CHECK FOR VERIFICATION OF ACCOUNT INFORMATION**

**Attachment A**  
**To ISO Agreement, dated \_\_/\_\_/\_\_, between Canna Group LLC (VENDOR) and**  
**\_\_\_\_\_ (ISO)**

**Standard Commission** is equal to 50% of the excess between the Buy Rates stated below and VENDOR's collected fees generated from Referred Merchants derived from ISO.

**Cash Advance Commission** is equal to 50% of the funded amount and isn't paid until company is funded by vendor.

**Equipment Commission** is equal to 80% of the net profits

**Set up/Reprogramming Commission** is equal to 50% of the amount collected

**Agent Statement of Account Status:**

In signing this addendum ISO attests that it has not moved this account from a previous processor whereby ISO, or its assigns, received any advance or other compensation that caused harm to the merchant or breached any agreements between ISO and another processor.

With my signature below, I understand and agree to all terms and conditions provided herein.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ISO Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

VENDOR Authorized Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_