

## GLOBAL HEALTHCARE EXCHANGE CARD PAYMENT TERMS GHX SUPPLIER EPAY

By executing a Statement of Work or Order Form (referred to collectively herein as the “Order Form”) referencing these Global Healthcare Exchange Card Payment Terms (“Card Payment Terms”) you (“you” or “Supplier”) agree to be bound and abide by the terms and conditions herein. Each party may be referred to herein as a “party” and collectively as the “parties.” These Card Payment Terms are intended to supplement the Agreement and in the event of a conflict between these Card Payment Terms, the Agreement and the Order Form, these Card Payment Terms will govern, followed by the Agreement and the Order Form. These Card Payment Terms apply to the processing of virtual card and credit card payments through the System. Capitalized terms used, but not defined, herein shall have the definition set forth in the Agreement and applicable Order Form.

- 1. Card Payment Services.** To the extent set forth in the applicable Order Form, GHX shall provide you with Card Payment Services, subject to these Card Payment Terms. “Card Payment Services” means the card payment services offered by GHX which provide you with the ability to, as applicable, make payment through the System to a Participating Provider, defined in the Agreement, using virtual cards and related payment methods. GHX is not a payment processor or a payment facilitator with regard to card payments.
- 2. Restricted Activities, Representations and Warranties.** You agree that you will not (as applicable):
  - a. Breach these Card Payment Terms, your Bank Terms, or any other agreement that you have entered into with us in connection with the Card Payment Services;
  - b. Violate any federal, state, or local laws, rules, or regulations applicable to your business;
  - c. Violate any rule, guideline, or bylaw of any of the Associations (the “Association Rules”), as they may be amended by the Associations from time to time.
  - d. Fail to provide us with any information that we reasonably request about you or your business activities, or provide us with false, inaccurate or misleading information;
  - e. Refuse to cooperate in a legal investigation or audit that may be required by the Associations;
  - f. Integrate or use any of the Card Payment Services without complying with our requirements;
  - g. Utilize recurring billing functionality without properly obtaining your customers’ consent to be billed in such a manner;
  - h. Submit any Transaction for processing through the Card Payment Services which does not represent a bona fide, permissible Transaction as outlined in these Card Payment Terms and in the Association Rules, or which inaccurately describes the product or services being sold; and
  - i. Process Transactions or receive payments on behalf of any other party, or redirect payments to any other party.
- 3. Liability for Invalidated Payments and other Liabilities.** You are liable for all claims, expenses, fines and liability we incur arising out of:
  - a. Chargeback, over-payment, payment error, or other invalid payment you cause (collectively “Invalidated Payment”);
  - b. any error, negligence, misconduct or fraud by you, your employees, or someone acting on your behalf; and
  - c. any losses resulting from your failure to comply with these Card Payment Terms, or your usage of the Card Payment Services.

- 4. Actions We May Take.** If we believe that your Transactions pose an unacceptable level of risk, that you have breached the terms of these Card Payment Terms, or that your account has been compromised, we may take various actions to avoid liability. The actions we may take include, but are not limited to (as applicable), suspending or limiting your ability to use the Card Payment Services, refusing to process any Transaction, reversing a Transaction, holding or reversing your Rebates (as applicable and as defined in the Order Form), and contacting your customers to verify Transactions and reduce potential fraud and disputes. If possible, we will provide you with advance notice of our actions and resolution steps. However, advance notice will not be provided if there is an immediate need to take actions such as a security threat, potential fraud, or illegal activity.
- 5. Termination and Data Portability.** In addition to the termination rights set forth in the Agreement, GHX may terminate these Card Payment Terms or suspend services to you if any of the following occurs: (a) GHX is required by the Associations, the acquiring bank, or an order from a regulatory body to cease providing services to you; (b) we believe that you have breached these Card Payment Terms or the Agreement or are likely to do so; if we determine that your use of the Card Payment Services carries an unacceptable amount of risk, including credit or fraud risk; or (d) any other legal, reputational, or risk-based reason exists, in GHX' sole, reasonable discretion. In the event GHX must terminate these Card Payment Terms, GHX shall provide you with written notice as soon as reasonably practicable and in compliance with applicable laws. After termination, you shall no longer have access to, and shall cease use of, the Card Payment Services. Any termination of these Card Payment Terms does not relieve you of any obligations to pay any fees, costs, penalties, Chargebacks or any other amounts owed by you to us as provided hereunder, whether accrued prior to or after termination.
- 6. Definitions.**

  - a. "Associations"** means, collectively, Visa, Mastercard, Discover, American Express, any ATM or debit network, and the other financial service card organizations.
  - b. "Bank Terms"** means the agreement provided by the financial institution that is providing the acquiring services.
  - c. "Chargeback"** means a challenge to a payment that you file directly with your credit or debit card issuer.
  - d. "Transaction"** means a transfer of funds between you and a third party related to the sale of goods and/or services.