
Holistic Payments Partner Agreement

Effective: April 20, 2026

This is the agreement between you (the "Partner") and Holistic Payments ("we" or "us"). By creating an account at /iso/apply and checking the "I agree" box, you accept these terms. You'll upload your W-9 and payout method from your dashboard within 30 days. We can't pay you until we have a valid W-9 on file.

1. What you do

You introduce merchants to us. You're a non-exclusive referral partner, not an employee, not an agent. You can't sign deals for us, quote final pricing on our behalf, or commit us to anything.

2. What you get paid

Rate. You earn a residual of 50 basis points (0.50%) of gross processing volume on every merchant you refer that we approve and board. This is 0.50% of every dollar your merchant runs through us, not a share of our profit and not a cut of our fees. It is paid every month for the life of the merchant (subject to the tail in Section 11).

Example. A merchant you refer processes \$100,000 in combined card and ACH volume in May. Your residual for that merchant in May is \$500. Ten referred merchants each processing \$100,000 = \$5,000 for the month. Twenty at \$250,000 each = \$25,000. The math scales linearly with the processing volume you bring.

Gross processing volume means the total dollar amount the merchant runs through us each month before our fees are deducted and before refunds or chargebacks. Card and ACH volume both count.

Minimum. We pay out once your monthly balance hits \$300. Below that, it rolls over to the next month.

Net 30. Commissions earned in a calendar month are paid 30 days after that month ends, assuming you're at or above the \$300 minimum and we have your W-9 on file. If day 30 is a weekend or holiday, we pay the next business day. Payouts are in USD.

What doesn't earn commission. Merchants we decline, merchants who never process a first month, and processing that happens after your account is closed (unless Section 11's tail applies).

3. Statements, audits, and clawbacks

Each month we post a commission statement to your dashboard showing gross processing volume per merchant, the basis-point rate applied, what you earned, and what we owe you. You have 60 days to dispute it in writing; after that it's final.

Once a year you can ask for the underlying data that backs up a statement from the prior 12 months. That data is confidential (see Section 7).

If a transaction you earned on gets refunded, reversed, charged back, or flagged as fraud, we reverse the commission and apply it against your next statement. If you leave with a negative balance from clawbacks, we can invoice you for it.

4. If you sell your book, we get first shot

If you ever decide to sell, transfer, or assign your portfolio of commissionable merchants, we get the right of first refusal.

Send us the third-party offer in writing (price, terms, who's buying). We have 15 business days to match it. If we pass or don't respond in time, you can sell to them, but not on better terms than you offered us. Any sale that skips this step is void.

5. You can refer to other processors

This isn't exclusive. You can refer the same or different merchants to other processors or payment companies. The only limits are in Section 6.

6. No poaching our clients

Two rules:

- (a) Merchants we declined. If you referred a merchant and we said no, you can't turn around and re-refer them to a competing processor for 12 months.
- (b) Merchants who are already our clients. If you find out a merchant you're prospecting is already working with us, you can't pitch them on a competing processor. This applies while they're with us, plus 12 months after they leave.

"Finding out" counts whether we told you, they told you, or you picked it up somewhere public. Both of us agree these limits are reasonable and necessary.

7. Keep our info confidential

Merchant names, underwriting decisions, rates, reserves, volumes, your commission statements, all of it is confidential. Don't share it except where the law requires it, and only use it to do your work under this agreement. This obligation lasts for 3 years after we part ways.

8. You're a contractor, and taxes are on you

You're an independent contractor, not an employee. You handle your own federal, state, and local taxes. If you cross the IRS threshold in a year, we'll send you a 1099-NEC based on the W-9 you uploaded. Keep your W-9 accurate and update it if anything changes.

9. Ground rules for how you sell

You promise that: you have the authority to sign this; you won't lie or exaggerate about us, our pricing, or our services; you'll follow the rules around email (CAN-SPAM), calls/texts (TCPA), and bribery (FCPA); you won't offer kickbacks or do anything that would cross a line legally or against our policies; and the contact info you use to reach prospects is yours to use.

10. Using our name and logo

You can say "I'm a Holistic Payments referral partner", that's fine. But if you want to put our name, logo, or marks in a pitch deck, website, or any marketing, get our written OK first. If we later change our mind and ask you to take it down, you have 10 business days.

11. Ending the agreement

Either of us can end this with 30 days' written notice for any reason. If someone seriously breaks the agreement and doesn't fix it within 10 business days of written notice, the other side can end it immediately.

Tail. If the agreement ends for any reason other than you breaking it, we keep paying you commissions on the merchants you already referred for another 12 months, still subject to the \$300 minimum and Section 4's portfolio-sale rules. If you're the one who broke the agreement, the tail goes away.

A few sections stick around after the agreement ends: clawbacks (3), right of first refusal (4), non-poach (6), confidentiality (7), taxes (8), indemnification (13), notices (14), general provisions (15), and governing law (16).

12. We have final say on underwriting

Who gets approved, what rate they get, and whether a deal closes, that's up to us. We can decline any merchant for any legal reason and we don't owe you anything for it.

13. Covering each other

You'll cover us if we get sued over something you did wrong or something false you told a prospect. Our total liability to you is capped at the commissions we've actually paid you in the past 12 months. Neither of us is on the hook for indirect, consequential, or "I could have made more money" damages.

14. How to send notices

Formal notices go by email. Notices to us go to intake@holisticpayments.io. Notices to you go to the email on your account. Keep your email current.

15. Housekeeping

- (a) Changes. We can update this agreement. Material changes go out by email and take effect 30 days later. If you keep using the program after that, you've accepted them. Changes negotiated one-on-one have to be in writing signed by both of us (electronic signatures count).
- (b) If part is unenforceable, the rest still applies. If a court knocks out a clause, the rest of the agreement stays in effect and the bad clause gets trimmed to whatever's enforceable.
- (c) Letting something slide doesn't waive our rights. If we don't enforce something right away, we don't lose the ability to enforce it later.
- (d) You can't transfer this agreement without our written OK. We can transfer it if we sell the company or reorganize. Otherwise it binds whoever takes over from either side.
- (e) Electronic signatures work. Clicking "I agree," typing your name as a signature, or using an e-sign tool is a real, binding signature under federal (ESIGN) and state (UETA) law.
- (f) No outside beneficiaries. Only you and we get rights under this agreement, nobody else.
- (g) Force majeure. Neither of us is on the hook for delays caused by stuff outside our control (natural disasters, outages, government action, etc.).

16. The law that governs, and the whole deal

This agreement is governed by the laws of the Commonwealth of Puerto Rico. Any lawsuit has to be filed in Puerto Rico courts.

This agreement, together with the W-9 and payout info you upload from the dashboard, is the whole deal. It replaces anything we said or wrote before about this topic.

ACCEPTANCE & SIGNATURES

FOR HOLISTIC PAYMENTS:

/s/ Blake Toves, Founder

Holistic Payments

Date: April 20, 2026

FOR PARTNER:

Signature

Printed name

Date