



(p) 888.520.0311
(f) 559.439.0290

CBD ADDENDUM

OFFICE USE
Sales Partner

EFFECTIVE DATE	
	If not specified, the default is the date of execution by FFB

BUSINESS INFORMATION	
Legal Business Name	Business Tax ID
Please list all Website URLs:	
State cannabis retail license number	State of issuance
**Please attach a copy of all state licenses.	

PROHIBITED ACTIVITY
Merchant shall not accept or submit, directly or indirectly, any Transaction in connection with or payment for any illegal products or services. If merchant violates this section of the Merchant Agreement a \$50,000 fee will be assessed.

MISCELLANEOUS
All capitalized terms not defined in this CBD Addendum shall have the meanings ascribed in the Agreement. If there is any conflict between this CBD Addendum and the Agreement, the terms of this CBD Addendum shall prevail but only for such conflicting terms. Other than as set forth in this CBD Addendum, all terms and conditions of the Agreement shall remain in full force and effect.

CBD PRODUCT INFORMATION		
List all CBD products for sale, including product name, the distributor, and State of manufacturer:		
Product for Sale	Distributor	State
** If additional products need to be listed, please include a copy of the product information in the above format.		

ADDITIONAL PRODUCT INFORMATION
Do you grow or cultivate hemp plants? Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you process hemp plants? <input type="checkbox"/> Yes No <input type="checkbox"/>
Describe the return, exchange or refund policy of CBD Product.
**Please attach any terms and conditions required to be signed by the customer.

CBD ADDENDUM

This Merchant Agreement CBD Addendum ("CBD Addendum"), entered into as of "CBD Addendum Effective Date", amends and supplements that certain Merchant Agreement ("Agreement") by and between Fresno First Bank ("ISO"), Bank, and the Merchant indicated below ("Merchant"). The parties desire to amend the Agreement as set forth below. Therefore, for valuable consideration, the parties agree as follows:

Merchant shall not use any Services or process any Transactions in connection with or payment for any illegal products, services, or activities or those identified as prohibited products, services, or activities in the Merchant Application or in any other written notice provided to Merchant by ISO from time to time. The Merchant Application or the written notice may set forth assessment amounts to be charged to Merchant for any violation. If ISO determines in its sole discretion that Merchant has engaged in or is at risk of engaging in any violation of this Section, upon written notice, Merchant shall immediately fund the Reserve Account in the amount of the Assessment.

Merchant intends to present Transactions related to the sale, purchase, refund, exchange or delivery of hemp based cannabidiol, extract or derivative ("CBD") products. Merchant represents and warrants to Servicers that, as of the CBD Addendum Effective Date and throughout the term of the Agreement: (i) Merchant and all products offered for sale by Merchant comply and shall remain in compliance with all local, tribal, state, and federal laws and regulations applicable to CBD and CBD-related businesses, including but not limited to the U.S. Food, Drug and Cosmetic Act, as amended from time to time, and all applicable advertising and licensing requirements; (ii) no product sold by Merchant constitutes "marihuana" or a controlled substance, as defined under the U.S. Controlled Substances Act, as amended from time to time; (iii) all CBD products offered for sale by Merchant are: assembled, manufactured or processed pursuant to the requirements and conditions set forth in the U.S. Agriculture Improvement Act of 2018, as amended from time to time; have been purchased from licensed distributors within the State in which Merchant is licensed; and have been approved for sale under all applicable local, tribal, state and federal regulations governing hemp and hemp-derived products. Merchant shall not deliver any CBD product outside of the United States or outside of any State in which it is licensed. Merchant shall immediately notify ISO in writing: of any change to the types of CBD products offered by Merchant; of any change regarding the status of any licenses; of any change to or additional location at which CBD products are or will be sold; and upon receipt of any communication from any state, tribal or federal licensing authority or regulator indicating that Merchant has or may have or is under investigation of any violation of any local, tribal, state, or federal law, regulation, or licensing requirement.

MERCHANT AGREEMENT CBD ADDENDUM ACKNOWLEDGEMENT

By their execution hereof, the undersigned individual(s) hereby acknowledge(s) the receipt and understand(s) the details of the Merchant Agreement CDB Addendum listed above and Merchant certifies the same. Merchant warrants that the information provided herein is complete and accurate. Merchant understands that any violation of this Form may warrant Fresno First Bank's termination of the Merchant Agreement. **In witness hereof, the parties hereto acknowledge and submit the Merchant Agreement CBD Addendum as part of the Merchant Application by their duly authorized representatives effective on the dates indicated.**

Owner/Operator Signature	Name	Date
Owner/Operator Signature	Name	Date