Applicant Information

First Name:	Last Name:

Title				
	☐ Accountant	☐ Customer Care	☑ Owner	☐ Co-Owner
	☐ Controller	☐ CEO	☐ Partner	☐ Sales Representative
	☐ District Manager	☐ Assistant Manager	☐ Co-Partner	☐ Sole Proprietorship
	☐ General Manager	☐ Store Manager	☐ Sales Manager	☐ President

Email Address:	Mobile:

Where did you hear about EasyPay?

☐ Association / Franchisor	☐ Customer	☐ Email	☐ Internet Search
☐ Conference / Tradeshow	☐ Direct Mail/Postcard	☐ Employee	☑ Sales Representative
☐ Social Network	☐ Other		

☑ I expressly consent to receive marketing, account, and other related text messages, phone calls, and email messages from EasyPay at the contact information I have provided, and including the use of autodialer and artificial or prerecorded voice systems. My consent is not required for purchase, Msg & data rates may apply. Reply STOP to opt out of texts, HELP for assistance. Privacy Policy and Texting Terms apply.

Business Information

Company/Business Legal Name:	
Industry:	
Company/Business Street Address:	
Company/Business Suite:	Company/Business City:
Company/Business State:	Company/Business Zip Code:
DBA:	Date Business Started:
Website:	State of Formation:
Federal Tax ID:	Brief Description of Product or Service:
Invoice Number Required: ☑ Yes ☐ No	What is your current Product/Service Delivery Cycle? ☑ Immediate ☐ 1-3 Days ☐ 1-2 Weeks ☐ 3-4Weeks ☐ Greater Than 4 Weeks
Bank Account Number:	Bank Routing Number:
Confirm Bank Account Number:	Bank Name:
Business Type: ☑ Corporation ☐ Partnership ☐ LLC ☐ Sole Proprietorship	

*State of Formation is a drop down field that includes all States (full name, not abbreviated) as options. i.e. California
*Industry is a down down field that includes the following choices: Auto – Brakes, Auto – Collision, Auto – Dealership, Auto – Other, Auto – Repair, Auto – Stereo, Auto – Tires, Auto – Total Car Care, Auto – Transmission, Auto – Wheels and Tires, Bicycle, Business Coaching & Consulting, Cell Phones, Computers, Dental & Ortho, Elective Medical, Electronics, Furniture, Guns, Home-Appliance, Home-Appliance Repair, Home-Audio & Theater, Home-Flooring & Cabinets, Home-HVAC Repair & Install, Home-Plumbing Repair, Home-Remodeling, Jewelry, Manufacturing, Medical Equipment, MedSpa, Motorcycle, Musical Instruments, Other-Products, Pets, Recreational Vehicles, Scooters, Sporting Equipment, Vacuums, Veterinary Services

Stores/Locations

*If there are multiple stores, they should all be listed out.

Store Name:	Store Number:	
Store Phone:	Store Email:	
Street Address:	City:	State:
Zip Code:	Suite:	
Bank Account Number:		
Bank Routing Number:		
Confirm Bank Account Number:		
Bank Name/Institution:		

Primary Store Contact

First Name:		Last Name:		
Title:	☐ Accountant	☐ Customer Care	☑ Owner	☐ Co-Owner
	☐ Controller	☐ CEO	☐ Partner	☐ Sales Representative
	☐ District Manager	☐ Assistant Manager	☐ Co-Partner	☐ Sole Proprietorship
	☐ General Manager	☐ Store Manager	☐ Sales Manager	☐ President
Email:			Mobile #	

Ownership Information

*If there are multiple owners, they should all be listed out.

First Name:					
Last Name:					
Date of Birth:	MM	DD	YYYY		
Social Security Number (SSN):					
Email:					
Mobile Phone:					
Title:	☑ Owner ☐ Co-Owner	☐ Partner ☐ Co-Partner	☐ CEO ☐ Sole Proprietorship	☐ President	
Preferred Method of Contact:	☐ Email	☐ Text	☑ Both		

Acknowledgement

You, individually and on behalf of the company/business, agree:

1. EasyPay will rely on the information provided in this Application in its evaluation of the company’s/business's request;

2. you hereby warrant and represent that this information and any other information that may be supplied to EasyPay represents a correct, complete, and accurate disclosure of all requested information on the company/business and does not omit any information, the omission of which would make the disclosed information misleading;

3. the information also includes, whether requested or not, information that would materially impact the financial data furnished;

4. EasyPay is hereby authorized to share credit information about the company/business with all persons permitted, identified in the Master Agreement, or required by law;

5. EasyPay is hereby authorized to perform required due diligence on owner(s) and business/company including, but not limited to, reference calls, background checks, and obtaining consumer and other investigative reports from credit reporting agencies and other sources EasyPay deems necessary to complete its review;

6. law enforcement agencies, federal, state, and local agencies and courts, credit bureaus, information bureaus, financial institutions, licensing agencies, governmental agencies, and other individuals and entities are hereby authorized to provide any and all information that is requested by EasyPay;

7. you understand that knowingly providing false or misleading information to EasyPay or any of its officers or representatives may constitute a criminal offense and the Master Agreement with EasyPay may be immediately terminated by EasyPay at EasyPay’s sole discretion;

8. you acknowledge that the person signing below has the right, power, and authority to enter into, sign, and bind, in each case on behalf of the company/business, this Application and the Master Agreement and to provide all necessary information for the company/business to qualify as a Merchant under the Master Agreement;

9. you acknowledge that the company/business has the right, power, and authority to perform the obligations in this Application and the Master Agreement; and

10. this Application is subject to the terms and conditions provided in the Master Agreement, including but not limited to your consent to receive email, text, and voice messages and to use electronic signatures as originals.

Signature:		Date:
Title:		

easypay finance

MERCHANT MASTER AGREEMENT

Date: ____________________________

Legal name of business ("**Merchant**"):

Additional Merchant Information:

State of formation:

Address:

City:	State:	Zip:
Contact:	Phone:	Fax:
Website:	Email:	Tax ID#:

THIS MERCHANT MASTER AGREEMENT, together with the Application and any exhibit, addendum or other document attached or incorporated by reference herein (collectively, this "**Agreement**"), is entered into as of the date first set forth above (the "**Effective Date**"), by and between Duvera Billing Services, LLC (DBA EasyPay Finance) on behalf of itself, its parent, subsidiary, and affiliates (collectively, "**EasyPay**"), and Merchant. Merchant and EasyPay may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS, Merchant markets, promotes, advertises and sells products for personal, family or household purposes ("**Goods**") and/or services for personal, family or household purposes ("**Services**" and, together with Goods, the (“**Products**”) to prospective and current third-party customers that are natural persons (“**Customers**”);

WHEREAS, EasyPay is in the business of, among other things, administering one or more programs (such programs collectively referred to herein, as the "**Program**") that allow prospective and current third-party Customers of merchants to purchase, lease or otherwise obtain Products directly or indirectly from merchants by entering into a written transaction agreement for a point of sale finance, lease or similar transactions that may be offered by or through EasyPay including, but not limited to, loans, credit sales and lease-to-own arrangements (collectively, "**Consumer Transactions**" or "**Transactions**"); and

WHEREAS, EasyPay desires to make available to Merchant, and Merchant desires to receive access to, the Program pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties agree as follows.

1. The Program.

(a) Description. EasyPay is the administrator of the Program and, among other things, provides administrative, technical, and ministerial services to operate the Program and offer the Transactions. Pursuant to, and subject to Merchant's compliance with, this Agreement, any procedures, guidelines, documentation, instructions, or other requirements that EasyPay communicates to Merchant (communication method includes but is not limited to: phone, text, email, or online platform), and updates to any of the foregoing by EasyPay from time to time, and the Program Exhibits, as applicable, Merchant may receive access to the Program.

(b) Variation of Transaction Type by State. The Program offered by EasyPay varies by state with respect to whether the Transaction that is for financing, funding, purchase or otherwise, of the Product will be by a credit sale transaction, a lease-to-own transaction, a loan transaction, or other point of sale transaction. EasyPay will communicate to Merchant the Transaction type that the Program may offer from time to time.

(c) Application and Participation. In addition to complying with the terms and conditions set forth in this Agreement, Merchant shall submit the Merchant Enrollment Application as required by EasyPay ("**Application**") and may be asked from time to time to update the Application. EasyPay reserves the right to request additional information from the Merchant or suspend or reject Merchant's participation or enrollment in the Program, in whole or in part, in EasyPay's sole discretion.

(d) Program Exhibits. EasyPay's offering of the various Transactions under the Program is subject to the terms and conditions set forth in this Agreement, the Application, the Merchant Guidelines, and the exhibits to this Agreement that are incorporated by reference into this Agreement. The current exhibits to this Agreement, which are hereby incorporated by reference into this Agreement, are as follows (collectively, known as the "**Program Exhibits**"):

(i) Third-Party Provider Loan Transactions Program Exhibit;

(ii) Credit Sale Transactions Program Exhibit; and

(iii) Lease-to-Own Transactions Program Exhibit.

Merchant agrees to comply with the terms and conditions provided in each Program Exhibit. Each Program Exhibit shall set forth: (i) a description of the Transaction or other services furnished by EasyPay pursuant to such Program Exhibit (the "**Program Exhibit Services**"), (ii) Merchant's duties and obligations with respect to the applicable Program Exhibit Services, (iii) ay applicable Merchant Guidelines; and (iv) such additional terms and conditions applicable to such Program Exhibit Services described in such Program Exhibit. The terms of a Program Exhibit shall apply solely with respect to Program Exhibit Services referenced therein. Each Program Exhibit shall be deemed to incorporate the main text of this Agreement as though such text was set forth in the Program Exhibit in its entirety. In the event of a conflict between the main text of this Agreement and the terms of any Program Exhibit, the terms of the Program Exhibit shall govern for such Program Exhibit Services provided in Program Exhibit.

(e) Providers. EasyPay may at any time, in its sole discretion, appoint one or more Providers (as defined below) to perform any portion of EasyPay's obligations under this Agreement or invoke any portion of EasyPay's rights under this Agreement. Except as provided in the preceding sentence or for any person or entity to whom the Agreement provides any express indemnity, covenant or obligation, EasyPay and Merchant do not intend that the Agreement shall confer any right, benefit or obligation (including any right or requirement to consent to any variation, amendment or termination of the Agreement) on any person or entity who is not a Party to the Agreement, and any and all laws or regulations conferring such rights or benefits are hereby excluded (to the extent such exclusion is not otherwise prohibited by any law or regulation). For the avoidance of doubt, Merchant acknowledges (i) that various components of the Program or EasyPay's obligations under this Agreement may be subcontracted by EasyPay to Providers; and (ii) EasyPay may share with its Providers information and data related to the Program and this Agreement. For purposes of this Agreement, "**Provider**" means any one or more of the following that are selected by EasyPay at EasyPay's sole discretion: any vendor, subsidiary, parent or other affiliate of EasyPay, bank, lender, financial institution, finance provider, financial services provider or other third-party service provider, contractor, subcontractor or subservicer. For the avoidance of doubt, each (i) Provider will be selected by EasyPay from time to time in its sole discretion; and (ii) EasyPay may select or switch to different Providers at EasyPay's discretion from time to time and without notice to Merchant.

(f) Business Center. Some aspects of the Program or Merchant's participation in the Program may require Merchant's enrollment into EasyPay's online or mobile portal and account management platform ("**Business Center**"). Merchant is responsible for any systems required to access the Business Center and will need a computer or mobile device, Internet connectivity, and an updated browser to access Business Center and review the disclosures and notices provided to Merchant. The use of the Business Center may be subject to additional terms and conditions applicable to the Business Center, including, without limitation, the terms of use and any applicable privacy policy.

(g) Merchant Guidelines. EasyPay may, from time to time, provide to Merchant guidelines and requirements relating to the Program (collectively, "**Merchant Guidelines**"). Merchant agrees to comply, and to cause its employees, affiliates, vendors, agents, or other participants under Merchant's control ("**Merchant Agents**") to comply, with this Agreement and the Merchant Guidelines. Merchant will also, and will ensure its Merchant Agents, follow any other procedures, guidelines, documentation, instructions, or other requirements that EasyPay communicates to Merchant (including by email) regarding the Merchant's participation in the Program. Merchant is responsible and liable for any acts or omissions of Merchant Agents, including without limitation Merchant Agents who have misled, misrepresented or defrauded Customers, Transaction Applicants, or Transaction Recipients in relation to or arising out of the Program, Transactions, or completed Transaction applications without authorization.

(h) Modifications to Agreement.

(i) Modifications by EasyPay. In its sole discretion, EasyPay may, from time to time, modify, amend, restate or supplement this Agreement (including, without limitation, by modifying, removing or adding any Program Exhibits) and/or the Merchant Guidelines by: (1) posting the modified, amended, restated or supplemented Agreement, Program Exhibits or Merchant Guidelines on EasyPay's Business Center or other electronic portal used to communicate to the Merchant; or (2) providing other notice (i.e., email, text message, etc.) to Merchant regarding the modified, amended, restated or supplemented Agreement, Program Exhibits or Merchant Guidelines. By posting or providing such notice, the modified, amended, restated or supplemented terms and conditions will go into effect thirty (30) days after such posting or notice, unless otherwise specified by EasyPay. Merchant's continued processing of, or referral into the Program, of any new Transaction application or request after such effective date of any such modified, amended, restated or supplemented terms and conditions will constitute Merchant's acceptance of the modified, amended, restated or supplemented terms and conditions and Merchant's agreement to be bound by them. If Merchant does not want to accept such modified, amended, restated or supplemented terms and conditions, Merchant must not process or refer any new Transaction application or request subsequent to such effective date and must provide notice to EasyPay of its decision in accordance with the notice provisions in this Agreement. Merchant is responsible for reviewing notices received and reviewing the Business Center or other electronic portal used to communicate to the Merchant from time to time to stay up to date with any changes to this Agreement (including the Program Exhibits) and the Merchant Guidelines.

(ii) Other Modifications. Except as provided in Section 1(h)(i) of this Agreement, this Agreement, the Program Exhibits and the Merchant Guidelines may not be modified, amended, restated or supplemented except by written agreement dated after the date of this Agreement and signed by an authorized representative of each of the Parties.

2. Merchant Obligations. Merchant's obligations under the Program are detailed in this Agreement (including the applicable Program Exhibits) and the Merchant Guidelines. Merchant agrees to comply with this Agreement, any applicable Program Exhibit and the Merchant Guidelines. Merchant agrees that it will comply, and will cause its Merchant Agents to comply, with the following obligations:

(a) Merchant agrees to provide and keep up to date the information required by EasyPay in the Application and its Program enrollment.

(b) Merchant will participate in the Program only to support selling Merchant's Products to its Customers or to EasyPay (as applicable).

(c) Merchant documentation related to any Products shall contain all terms, disclosures, and notices required by the Program and any Applicable Laws (as defined below) and Consumer Protection Laws (as defined below).

(d) Merchant's promotion of the Program will at all times be in compliance with this Agreement and use accurate, complete, unbiased information in compliance with Merchant's obligations under this Agreement.

(e) Any marketing, promotional, or advertising materials ("**Marketing Materials**") or documentation relating to the Program must be provided, or approved in writing, by EasyPay, in advance of the use, and must be used only as expressly permitted by EasyPay, in EasyPay's sole discretion.

(f) Merchants agrees that it will not prepare or disseminate any Marketing Materials, other materials or documentation regarding the Program, other than those provided, or approved in advance and in writing, by EasyPay, and in the manner expressly permitted by EasyPay.

(g) Information regarding any Transaction offer to Customers must only be disclosed to Customers in the manner determined by EasyPay.

(h) EasyPay may from time to time modify the Marketing Materials or documentation related to the Program. Merchant agrees that it will immediately remove and replace any existing Marketing Materials or documentation with new Marketing Materials or documentation as directed by EasyPay.

(i) Merchant will, and will cause Merchant Agents to, to ensure that:

(i) its facilitation of its Customers' applications for Transactions is in compliance with all Applicable Laws, this Agreement and the Merchant Guidelines).

(ii) Each Transaction will be voluntarily entered into by a Customer and each Customer executing a Transaction is not a minor and has the capacity to enter into such Transaction.

(iii) They will not, on behalf of any Customer, enter information into or electronically sign any Program application, onscreen form, terms or conditions intended for the Customer, Transaction request or other Program related document.

(iv) They will not engage in false, misleading, deceptive, discriminatory, or abusive acts or practices in connection with any Transaction, the Program or the marketing, promotion or sale of its Products.

(v) All documents and agreements related to the Program which are intended for the Customer's signing shall contain genuine signatures of the Customer.

(vi) Merchant shall maintain an identity theft prevention program for combating identity theft in connection with new and existing Transaction with Customers.

(vii) Merchant shall not send SMS (text) messages, emails, social media posts, or other electronic communications, or place calls, promoting EasyPay's Program, without EasyPay's express written consent.

(j) Merchant shall not do any of the following:

(i) Require, add, or charge any fees, finance charges, or interest to prices charged to Customers who apply for any Transaction.

(ii) Charge a different price or provide varying terms and conditions for Merchant's Products for Customers who utilize a Transaction, compared to Customers that do not utilize a Transaction.

(iii) Discuss with any person, including a Customer who applies for a Transaction, the likelihood that the Customer's Transaction application will be approved.

(iv) Complete a Transaction application or agree to any terms on behalf of a Customer applying for the Transaction ("**Transaction Applicant**") or a Customer who has been approved by EasyPay to receive the Transaction ("**Transaction Recipient**") or provide any erroneous, fake or unauthorized information on such Transaction Applicant or Transaction Recipient (including through the use of fake, unauthorized, or fictitious names or information).

(v) Include as part of any Transaction any add-on products or services, including, but not limited to, insurance or warranty products.

3. Training. Merchant is solely and explicitly responsible for any use of the EasyPay Business Center or any other form of participation by Merchant or Merchant Agents, in the Program, including on-boarding and off-boarding, appropriate training, and monitoring of such Merchant Agents in connection with their participation in the Program. Upon request from EasyPay, Merchant agrees to provide additional training to Merchant Agents, and in which case, Merchant shall comply with the following training requirements related to the Program:

(a) Merchant shall ensure all Merchant Agents have participated in any and all training EasyPay requires prior to communicating or interacting with any Customer about the Program, including, but not limited to, a Transaction application or Transaction request.

(b) Merchant will maintain records evidencing Merchant Agents' attendance in all trainings required under this Agreement.

(c) Merchant shall make training materials provided by EasyPay available to all Merchant Agents.

(d) Merchant Agents may not share any training information or documentation with any third party without the prior written approval of EasyPay. All training information and documentation is Confidential Information (as defined below).

4. Prohibited Use of the Program. Merchant is independently responsible for complying with, and ensuring Merchant Agents comply with any Program requirements set forth by EasyPay and any other Program related directions provided by EasyPay to Merchant from time to time. Merchant, and Merchant Agents, may not participate in the Program to carry out activities that:

(a) Relate to transactions involving: (i) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (ii) drug paraphernalia, (iii) cigarettes, (iv) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (v) stolen products including digital and virtual products, (vi) the promotion of hate, violence, racial or other forms of intolerance that is discriminatory or the financial exploitation of a crime, (vii) items that are considered obscene, (viii) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under Applicable Law, (ix) certain sexually oriented materials or services, (x) ammunition, firearms, or certain firearm parts or accessories, or (xi) certain weapons or knives regulated under Applicable Law.

(b) Relate to transaction that: (i) show the personal information of third parties in violation of Applicable Law, (ii) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (iii) are associated with purchases of annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (iv) are for the sale of certain items before the seller has control or possession of the item, (v) are by payment processors to collect payments on behalf of merchants, (vi) are associated with the sale of traveler's checks or money orders, (vii) involve currency exchanges or check cashing businesses, (viii) involve certain credit repair, debt settlement services, credit transactions or insurance activities, or (ix) involve any Product or receiving payments for the purpose of bribery or corruption.

(c) Involves the sales of Products identified by government agencies to have a high likelihood of being fraudulent.

(d) Relate to (i) collecting donations as a charity or non-profit organization; (ii) buying, selling, or brokering stocks, bonds, securities, options, figures, commodities, contracts for difference/forex, mutual funds or an investment interest in any entity or property; (iii) activities involving gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to property/real estate prizes, casino games, sports betting, horse or greyhound racing, fantasy sports, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not legally defined as gambling) and sweepstakes, if the operator and customers are located exclusively in jurisdictions where such activities are permitted by Applicable Law; (iv) cryptocurrency or any digital representation of value that can be digitally traded, transferred, or used for payment, including, but not limited to, crypto currencies, virtual in-game currencies, or non-fungible tokens; (v) any adult content; (vi) any dating services that enable individuals to find and introduce themselves to new people with the goal of developing a personal or romantic relationship; (vii) selling alcohol or tobacco products including e-cigarettes and related services; or (viii) direct sales organizations and multi-level marketing that typically rely on personal sales and frequently require the independent distributors to recruit new distributors in order to advance within the organization or gain incentive compensation.

5. Transaction Requests. For each Transaction request from a Customer, Merchant will:

(a) Provide all requested or required information and documents to EasyPay through its account in EasyPay's Business Center or as otherwise requested by EasyPay.

(b) Obtain written authorization from each Customer to obtain and allow EasyPay and/or a Provider to obtain a consumer report on each Customer.

(c) Provide Customers with any internet address, digital application, instructions or other documentation or notice required to apply for a Transaction as required by EasyPay.

(d) Not offer any Transaction Recipient more than one extension of credit, credit sale, lease-to-own arrangement or any other point of sale finance, lease or similar transaction for the same Product.

(e) Comply with any further obligations or duties set forth in an applicable Program Exhibit or Merchant Guidelines provided by EasyPay.

(f) Not engage in Stacking or similar behavior. As used herein, "**Stacking**" means utilizing more than one point of sale finance, lease or similar program to complete a single purchase or permitting any sale of any Product with respect to a Transaction to be coupled with another extension of credit, credit sale, lease-to-own arrangement or any other point of sale finance, lease or similar transaction (i.e., a sale is broken down into multiple transactions which are each separately financed or if the funding of the Transaction is for an amount that is less than the sales price of the Product, then the difference being financed or funded by another extension of credit, credit sale or lease-to-own arrangement).

6. Approval of Transactions; Customer Payments on Transaction Agreements. To qualify for the Program, each Transaction must be subject to EasyPay's approval, at its sole discretion, and will be evidenced by the written agreement, contract, and/or other documentation as required by EasyPay from time to time (the "**Transaction Agreements**"). For each approved Transaction Agreement, Merchant will deliver to the Customer, and any other parties potentially obligated to make payments on behalf of the Customer, any notice required by EasyPay that all payments on the Transaction Agreement shall be made to EasyPay. However, Merchant agrees to remit, without offset or deduction and within five (5) days of receipt, any payment it receives from a Customer in connection with an approved Transaction Agreement. Prior to remitting any such payment, Merchant shall hold it in trust for EasyPay, without commingling it with other funds of Merchant. Merchant hereby irrevocably appoints EasyPay as its attorney-in-fact, to sign Merchant's name to endorse any such payment instrument. This power of attorney shall be deemed to be coupled with an interest.

7. Merchant Representations, Warranties, Covenants. As of the Effective Date and the dates on which each Transaction Agreement is entered into and Product is sold, Merchant makes the following representations, warranties and covenants as to each Transaction:

(a) No Transaction Agreement shall: (i) be subject to any claim relating to the Products or the performance by Merchant of its obligations with respect thereto; (ii) be rendered invalid or unenforceable as a result of any action or omission by Merchant; or (iii) be subject to any claim, dispute or offset of any kind by the Customer including, but not limited to, any claim, dispute or offset relating to identity theft.

(b) The Customer's information provided to EasyPay relating to each Transaction Agreement shall be complete and accurate in all material respects.

(c) Merchant shall deliver and provide all Products reflected in any invoice provided to Customer or EasyPay, as applicable, in accordance with the terms and conditions of each respective Program Exhibit, and in a competent manner consistent with the applicable standard of care expected in the industry.

(d) The Customer shall be a natural person and not be Merchant or a member of Merchant's family. Merchant Agents are also prohibited from being Customers; however, EasyPay may waive this representation, warranty, and covenant from time to time, at EasyPay's sole discretion, for an employee of Merchant.

(e) Merchant is solely and explicitly responsible for provision and delivery of quality of the Products and Services and any obligations Merchant may owe to Customers or EasyPay in connection with the Program.

(f) Merchant agrees, to the extent required by any Applicable Law or Consumer Protection Law, to provide customers with any required "cooling off" period and associated right to cancel or rescind the sales contract, such as those rights that may be required under 16 C.F.R. Part 429, 15 U.S.C. 1635, and analogous state laws.

(g) Merchant shall obtain, separate from the Transaction Agreement, written authorization from each Customer allowing EasyPay or Provider to communicate its decision with respect to the Transaction to Merchant and shall provide each Customer with EasyPay's name and address, all in accordance with any EasyPay instructions pertaining thereto.

(h) Merchant shall not solicit or discuss the sale of the Products with Customer in person at any location except Merchant's offices or place of business or in any manner that gives rise to a right of cancellation on behalf of the Customer, except with EasyPay's prior written approval and in accordance with any instructions and procedures EasyPay has established with respect thereto.

(i) Merchant shall not offer the Customer any consideration contingent upon any future referral of business.

(j) Merchant shall not charge EasyPay or Customer a restocking or similar fee, regardless of the reason for the cancellation of the Transaction or return of the Product.

(k) There shall be no pending or threatened litigation against Merchant which would materially affect Merchant's ability to perform each and every one of its obligations under this Agreement or under any contract and/or invoice or other written agreement for the Product.

(l) Merchant has and shall have full power and authority to enter into or facilitate any of the transactions contemplated by this Agreement.

(m) The Customer shall be afforded the option to purchase the Products subject to this Program by either a cash purchase or by utilizing the Transactions under the Program. Customers shall not be afforded the option to purchase the Products at any lower price than the price offered under the Program (*e.g.*, Merchant shall not offer any Customer a discount for making a purchase in cash or otherwise outside of the Program).

(n) Merchant shall not discourage any person from applying for Transactions or otherwise discriminate against any person in connection with the Program on the basis of race, color, religion, national origin, sex, marital status, age, disability or any other prohibited basis under any Applicable Law.

(o) Merchant shall not use any promotional materials, disclosures and/or application materials concerning the Transactions, Transaction Agreements and/or the Program that have not been provided or approved by EasyPay.

(p) Merchant will ensure that any promotional materials, disclosures and/or application materials concerning the Transaction Agreements and/or the Program are current and all noncurrent versions are removed and returned/destroyed promptly upon notice from EasyPay.

(q) Merchant shall not do anything to discharge or modify any portion of the Transaction evidenced by any Transaction Agreement.

(r) Merchant shall not permit any Merchant Agent who is not current with respect to all of EasyPay's required training, to accept an application, promote the Program or otherwise facilitate a Transaction.

(s) Merchant will take commercially reasonable steps to prevent fraudulent activity with respect to a Transaction (including a Transaction request, Transaction application or use of Transaction proceeds) by Transaction Applicants, Transaction Recipients and Merchant Agents. Merchant agrees to immediately notify EasyPay upon becoming aware of any such actual, threatened, or alleged fraudulent activity, and further agrees to assist and cooperate with EasyPay and/or Provider as applicable in order to respond and resolve such fraudulent activity.

Without limiting the generality of the foregoing, Merchant at all times shall maintain in good standing all licenses, permits, registrations and qualifications required by Applicable Law to carry on Merchant's business or perform Merchant's role in the Program. Merchant shall provide documentation of such to EasyPay upon request and shall immediately inform EasyPay of any adverse action taken on any such license, permit, registration or qualification. More specifically, Merchant will ensure all "Know Your Customer" requirements have been met and Merchant has documented the valid identification used to verify the consumers identity. Merchant will immediately refer to EasyPay all Customer questions concerning the terms of the Transaction Agreement, or any promotions related to the Transaction Agreement. Merchant will fulfill all obligations to its customers and prospective customers. Merchant is independently responsible for, and must ensure that Merchant complies with, and ensures all Merchant

Agents comply with, all Applicable Laws and Consumer Protection Laws in all acts or omissions related to the Program or use of the Program, regardless of the purpose of the use. As used in this Agreement, (y) "**Consumer Protection Laws**" means all federal and state home improvement contract, remodeling or repair laws, medical, dental, or ortho laws automotive goods or services laws, pet or veterinary laws, state profession, occupational, and licensing laws, state and federal anti-discrimination laws, federal and state home solicitation sales laws, federal and state laws prohibiting unfair, deceptive or abusive acts or practices (UDAAP), the Truth in Lending Act (and its implementing Regulation Z), federal and state fair lending laws (such as the Equal Credit Opportunity Act and the Fair Housing Act), the Fair Credit Reporting Act, the Bank Secrecy Act aka Anti-Money Laundering law including the Know Your Customer requirements, federal and state privacy laws (such as Gramm-Leach-Bliley Act), state laws applicable to credit sales, state laws applicable to rental—purchase agreements and consumer communication, consumer disclosure and other consumer protection laws and regulations; and (z) "**Applicable Laws**" means any applicable federal, state, local or other (i) law, statute, regulation, rule, supervisory or administrative guidance, directive or interpretation published by a governmental authority that is applicable to or binding upon a Party, or (ii) any judicial, administrative or other governmental order, judgment, decree, decision, permit or ruling that is binding upon or otherwise applicable to a Party; as any of the foregoing may be amended or modified and in effect from time to time.

Merchant will give EasyPay prompt written notice of any representation and warranty made by it in this Agreement that it hereafter learns was inaccurate or incorrect when originally made and any event, change or occurrence arising after the date hereof that would make any representation or warranty of Merchant inaccurate or incorrect as of the time of such event, change or occurrence. The giving of any such notices will not limit or modify any rights of EasyPay hereunder arising in the case of a breach of a representation or warranty by Merchant.

8. Customer Complaints; Regulatory Notices. Within two (2) business days of receipt of such complaint, Merchant shall notify EasyPay in writing of any and all complaints relating to the Program, the Transaction Agreement, or any Products under the Program that it receives directly or through any other mechanism. Such notification shall include an identification of the customer, the date of the complaint and a copy or description of the complaint. Merchant shall promptly investigate and make a good faith effort to resolve such complaints, including any complaints brought to Merchant's attention by EasyPay. Within ten (10) business days from the date it learns of the complaint (the "**Cure Period**"), Merchant shall notify EasyPay in writing of the resolution thereof and the action Merchant has taken to resolve the complaint. Merchant shall provide EasyPay with all such information as EasyPay may reasonably request in connection therewith. Notwithstanding the foregoing, EasyPay and not Merchant shall be responsible for addressing any complaints concerning the Transaction Agreement provided hereunder. In the event a federal or state regulatory agency commences an action against or investigates Merchant, Merchant agrees to immediately notify EasyPay of such action or investigation (but in any event no longer than three (3) business days of the commencement of such action or investigation).

9. Affected Transaction Agreement. Merchant shall give EasyPay immediate notice if Merchant becomes aware that any Transaction Agreement is an Affected Transaction Agreement. As used herein, the term "**Affected Transaction Agreement**" shall mean:

(a) Any Transaction Agreement: (i) as to which Merchant or any of the Merchant Agents breach a representation, warranty or covenant set forth in this Agreement (including, without limitation, those set forth in Section 7), (ii) any Transaction Agreement involving a sale of Products that are returned or not timely delivered by the Merchant to EasyPay or the Customer's satisfaction, or (iii) any Transaction

Agreement involving a Customer complaint that is not resolved to EasyPay's reasonable satisfaction during the Cure Period; or

(b) All Transaction Agreements in the event of any knowing or intentional breach or any breach concerning Merchant generally (as opposed to any breach with respect to a specific Transaction Agreement).

10. Indemnification.

(a) Merchant (on behalf of itself, Merchant Agents and its affiliates, each an "**Indemnifying Person**") agrees to indemnify, defend (at Merchant's sole expense and with counsel reasonably acceptable to EasyPay), and hold harmless EasyPay and Provider and their respective officers, directors, shareholders, members, owners, partners, managers, employees, representatives, agents, successors and assigns (each an "**Indemnified Person**") from and against any and all losses, claims, investigations, litigation, proceedings, liabilities, damages (whether actual, incidental, consequential, punitive or other), administrative charges, actions, suits, injunctions, judgments, hearings, settlements, charges, demands, penalties, fines, costs, and expenses (including attorneys' fees) of any kind whatsoever (collectively a "**Loss**") directly or indirectly arising out of or related to: (i) any act or omission of Merchant or any Merchant Agents in connection with the Program and/or any Transaction Agreement; (ii) Merchant's breach of any representation, warranty, obligation or covenant contained in this Agreement (including the Merchant Guidelines and Program Exhibits), or any such breach caused by an Indemnifying Person; (iii) failure of Indemnifying Person to comply with any Applicable Law; (iv) any Loss sustained by, claimed, or threatened against any Indemnified Person attributable in whole or in part to negligence, recklessness, fraud, error (whether negligent or not), omission or misconduct of Merchant or any Indemnifying Person; (v) any defect, shortcoming, flaw in any Products sold or provided by Merchant or any Indemnifying Person, any breach of any express or implied warranty in connection with such Products or another dispute relating to such Products or any Losses related to Merchant's business practices; (vi) any voluntary or involuntary bankruptcy or insolvency proceeding by or against Merchant; (vii) any Affected Credit Transaction; and (viii) any Loss incurred based on an Indemnifying Person's failure to properly describe or deliver goods or services or comply with Indemnifying Person's legal or contractual obligations to third parties (including Customers). Merchant further agrees to reimburse each Indemnified Person upon demand for all legal and other expenses (including expenses related to investigation, settlement, compromise, or satisfaction) incurred by any such Indemnified Person in connection with any of the foregoing.

(b) In the event and for so long as any Indemnified Person actively is contesting or defending against any Loss in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction involving Merchant or any Indemnifying Person or any current or prospective customer of Merchant, Merchant and any such Indemnifying Person will cooperate with such Indemnified Person and its counsel with respect thereto, make available any personnel under its control, and provide such testimony and access to its books and records, including allowing copies to be made by such Indemnified Person or its representatives, as will be reasonably necessary in connection therewith, all at the sole cost and expense of Merchant.

(c) FOR THE AVOIDANCE OF DOUBT: (1) MERCHANT'S OBLIGATIONS UNDER THIS AGREEMENT ARE NOT AFFECTED BY: (A) ANY RELEASE, SETTLEMENT, EXTENSION, FORBEARANCE, OR VARIATION IN TERMS THAT PROVIDER MAY GRANT IN CONNECTION WITH ANY CONSUMER

TRANSACTION; OR (B) THE RELEASE OF THE OBLIGATIONS OF ANY TRANSACTION RECIPIENT BY A COURT OR BY OPERATION OF LAW; AND (2) MERCHANT IS RESPONSIBLE FOR ALL DISPUTES BETWEEN MERCHANT AND ITS CUSTOMERS.

11. ATTORNEYS' FEES; LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (I) MERCHANT WILL BE LIABLE TO INDEMNIFIED PERSONS FOR ALL DAMAGES UNDER APPLICABLE LAW AND COSTS INCURRED IN ANY COLLECTION ACTION OR OTHER LEGAL PROCEEDING ANY INDEMNIFIED PERSON MAY BRING AGAINST MERCHANT (INCLUDING ATTORNEYS' FEES, COURT COSTS, INTEREST, FILING FEES AND OTHER EXPENSES OF ANY KIND WHATSOEVER); (II) IN NO EVENT WILL ANY INDEMNIFIED PERSON BE LIABLE TO MERCHANT OR ANY OTHER PERSON FOR ANY PUNITIVE, SPECIAL, SPECULATIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR ANY OTHER SIMILAR DAMAGE OR LOSS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, STATUTES OR REGULATIONS OR ANY OTHER THEORY) ARISING OUT OF OR RELATING TO THE PROGRAM OR THIS AGREEMENT, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES OR LOSSES; AND (III) MERCHANT HEREBY ACKNOWLEDGES AND AGREES THAT EASYPAY'S AND ANY OTHER INDEMNIFIED PERSON'S AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES ARISING OUT OF OR RELATING TO THE PROGRAM OR THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY MERCHANT TO EASYPAY PURSUANT TO THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH DAMAGES OR LOSSES.

12. Disclaimer of Warranties. THE PROGRAM AND ANY SERVICES RELATED THERETO ADMINISTERED BY EASYPAY AND ANY SERVICES RELATED THERETO THAT ARE PROVIDED BY EASYPAY ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND EASYPAY HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR WARRANTIES WITH RESPECT TO THE PROGRAM, EASYPAY'S CONFIDENTIAL INFORMATION AND ANY TECHNOLOGY PROVIDED OR USED HEREUNDER, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EASYPAY DOES NOT GUARANTEE THAT MERCHANT WILL RECEIVE ANY MINIMUM AMOUNT OF SALES OR REVENUES AS A RESULT OF THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT AND THAT THE PROGRAM WILL BE CONTINUOUSLY AVAILABLE OR ERROR-FREE.

13. Merchant Defaults; Limitations on Merchant's Participation in the Program.

(a) The following shall constitute events of default of Merchant hereunder: (i) Merchant ceases doing business; (ii) Merchant breaches any representation, warranty or covenant set forth in this Agreement; (iii) Merchant makes an assignment for the benefit of creditors, or a receiver is appointed for Merchant, or a petition in bankruptcy concerning Merchant is filed by or against Merchant or Merchant becomes unable to pay its debts as they become due in the ordinary course of business.

(b) Upon the occurrence of any event of default by Merchant, EasyPay shall have the following rights and remedies, any or all of which may be exercised by EasyPay, without notice, in its sole discretion: (i) to offset against any funds otherwise due from EasyPay to Merchant all amounts due to EasyPay under this Agreement; (ii) to require the direct payment of cash from Merchant to EasyPay of all amounts due to EasyPay under this Agreement; (iii) to immediately terminate this Agreement; and (iv) to exercise any and all other remedies, legal and equitable, available to EasyPay under this Agreement and/or Applicable Law. No right or remedy afforded EasyPay is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to every other right or remedy.

(c) In the event that Merchant fails to make any payment to EasyPay or Provider as required under the terms and conditions of this Agreement, interest at the default rate of twelve percent (12%) per annum (or, if lower, the maximum rate permitted by Applicable Law) shall be imposed from the date the payment was due through the date payment is actually made. In addition, Merchant shall be required to pay any reasonable collection and attorneys' fees and costs incurred by EasyPay or Provider in enforcing and/or protecting its rights hereunder, including any fees or costs incurred in connection with any bankruptcy or insolvency proceeding affecting Merchant. No failure or delay on the part of EasyPay in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of EasyPay, and no single or partial exercise of any rights or remedies under this Agreement shall operate as a waiver or preclude the exercise of any other rights or remedies under this Agreement.

(d) In the event any of the following occurs, EasyPay may impose limitations on Merchant's participation in the Program, or take such other action, as EasyPay deems appropriate, including: (i) suspension of Merchant (or any of the Merchant Agents) from the Program in whole or in part; (ii) withholding of future funds; or (iii) termination of this Agreement.

(i) If EasyPay determines or believes, in EasyPay's sole discretion, that (1) Merchant's financial condition has deteriorated or is deemed to be unacceptable, (2) Merchant or any of the Merchant Agents has failed to comply with this Agreement, is in breach of this Agreement, or has failed to comply with Applicable Law, (3) the Program has experienced unacceptable levels of disputes or complaints from consumers or customers, including Transaction Applicants or Transaction Recipients, or third parties, including regulatory authorities, relating to Merchant, (4) Merchant or any of the Merchant Agents commits or becomes involved in any activity, situation, or occurrence, either before or after the Effective Date, or there is any allegation of any such commission or involvement by the Merchant or any of the Merchant Agents that in the opinion of EasyPay causes or would cause offense, outrage, ridicule, or contempt, or reputational harm, legal and/or compliance risks, (5) Merchant or any of the Merchant Agents disparages or otherwise makes false and/or misleading statements regarding EasyPay, Provider, and/or the Program, or (6) the number of Transaction applications presented to the Program by Merchant is substantially different from EasyPay's expectations, or there is any indication of product, misuse or abuse by the Merchant (or any of the Merchant Agents) in connection with the Program;

(ii) EasyPay becomes aware of some other fact, event or circumstance related to Merchant (or any of the Merchant Agents) that causes it to believe that a material risk to a consumer or customer, Merchant, Provider, or EasyPay or the performance of the services and transactions contemplated hereunder is presented;

(iii) A notice of termination has been provided by either Party to the other in connection with this Agreement; or

(iv) Instruction or guidance by a Provider or a regulatory authority to discontinue the Program as to a Merchant.

14. Reversals; Refunds. Upon demand of EasyPay, Merchant agrees to refund (and may be charged back or reversed) the amount of any Transaction impacted, plus any interest charge, finance charge, or other charges related to the Transaction pursuant to the Affected Transaction Agreement, in each of the following cases:

(a) EasyPay's determination that there is a breach of the Agreement by Merchant;

(b) EasyPay determines that the Transaction requests for documentation or invoices submitted or maintained by Merchant involve fraudulent, illegal, or negligent activities;

(c) Transaction Recipient disputes or denies the Transaction and associated transactions (including authorization of the application, Transaction Agreement, or the underlying Products), or invokes the right to cancel or rescind in accordance with any Applicable Law that requires a Transaction Recipient to be provided with any required "cooling off" period and associated right to cancel or rescind a contract (such as those rights that may be required under 16 C.F.R. Part 429, 15 U.S.C. 1635 and analogous state law);

(d) Claims that the Products were not delivered or performed as agreed upon;

(e) There is any claim or defense taken with respect to the Transaction (including against EasyPay or the Provider) related to any act or omission of Merchant in violation of the Agreement or Applicable Law; or

(f) If EasyPay or Provider is required to do so under the Transaction Agreement or pursuant to Applicable Law.

To effectuate the foregoing, EasyPay is authorized to effectuate refunds, reversals, or chargebacks from Merchant, including through use of a payment network (including card networks or ACH) or through set off.

15. Termination. Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other or sooner if required by Provider or regulatory authority. Such termination shall not affect any Transaction Agreement purchased or originated under this Agreement prior to such termination or any obligation of any party with respect thereto. Notwithstanding the termination of this Agreement, the provisions of this Agreement will continue in full force and effect as to all Transactions purchased or originated under this Agreement pursuant to a Transaction Agreement prior to or at the time of termination.

16. Reserve Account; Right to Set-Off; Chargebacks; Limited Power of Attorney.

(a) **Reserve Account.** If requested by EasyPay, Merchant will establish and maintain a collateral or reserve account that is satisfactory to EasyPay ("**Reserve Account**") and EasyPay will have the right to debit Merchant's bank account(s) (including any accounts of Merchant disclosed by Merchant to EasyPay) for amounts that EasyPay deems necessary to fund the Reserve Account.

(b) **Right to Set-Off; Chargebacks**. Notwithstanding any other provision of this Agreement to the contrary, Merchant agrees that EasyPay may, in its sole discretion, set-off any amounts owing to Merchant—whether in association with a Transaction and/or with any other amounts EasyPay may otherwise owe to Merchant from time to time—against amounts in the Reserve Account or other amounts held by EasyPay from time to time and any amounts Merchant owes or will owe to EasyPay (including any amount Merchant owes EasyPay pursuant to the indemnification provisions provided in this Agreement). EasyPay may direct and use funds held in the Reserve Account on behalf of Merchant to recover chargebacks, fines, and fees associated with the Transactions (including those assessed regarding a Transaction Recipient) or any amount Merchant owes EasyPay or Provider or that is otherwise due from Merchant under this Agreement. Notwithstanding the foregoing, the Reserve Account does not excuse Merchant from paying any amount that Merchant would otherwise owe pursuant to this Agreement.

(c) **Limited Power of Attorney.** For each Transaction made, upon EasyPay's, Merchant will deliver to the Transaction Recipients, any notice required by EasyPay that all payments on Transactions will be made to EasyPay. However, to the extent that Merchant or Merchant Agent receive any payments from the Transaction Recipients on Transactions or pursuant to the Transaction Agreements (including payments of principal, interest, late fees, or other charges authorized pursuant to the Transaction Agreements), Merchant and Merchant Agent agree not to accept payment. Merchant agrees to immediately endorse and forward, without offset or deduction, to EasyPay all such check, bank draft, money order, other negotiable instrument, or other payment instrument received by Merchant that are payments on Transactions or pursuant to the Transaction Agreements. Prior to forwarding any such check, bank draft, money order, other negotiable instrument, or other payment instrument, Merchant will hold it in trust for EasyPay, without commingling it with Merchant's other funds. Merchant hereby irrevocably nominates, constitutes and appoints EasyPay as its true and lawful attorney in fact, in Merchant's name, place and stead, with full right title and authority to sign and deliver any Transaction Agreements and to sign, endorse and negotiate any check, bank draft, money order, other negotiable instrument, or other payment instrument payable to Merchant with respect to any Transaction Agreements, and Merchant will otherwise cooperate with respect therewith. This power of attorney will be deemed to be coupled with an interest.

17. Confidential Information

(a) Merchant agrees to keep all Consumer Information private and confidential, and agrees not to release such information to, or allow such information to be accessed by, any third party for any purpose whatsoever, except in compliance with this Agreement. As used in this Agreement:

(i) "**Consumer Information**" means any consumer information received, collected, or otherwise obtained by Merchant or EasyPay in connection with the Program, including, without limitation, any "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act or its implementing regulations (including Customer Information) and any "personal information" or "personal data" as such terms are defined under Applicable Law. As used in this Agreement.

(ii) "**Customer Information**" is any personal information about any Transaction Applicant or Transaction Recipient received in connection with a Transaction, or a Transaction application, whether included in an application or otherwise received, collected or otherwise obtained by Merchant or EasyPay in relation to the Program, including the Transaction Recipient's or Transaction Applicant's name, address, social security number, date of birth, and income information.

(b) Merchant will keep confidential and not disclose to any person or entity (except to employees or agents of Merchant who are engaged in the implementation and execution of the Program, have a need to know, and are bound by confidentiality obligations substantially similar, but in no event less restrictive, to those contained herein, together "**Representatives**") all information, whether tangible or intangible and whether oral, in writing, or in any other medium and whether or not designated as confidential, including but not limited to product terms and information, compliance standards, processes and procedures, training or operational materials, marketing and sales strategies, trade secrets, know-how, any materials shared during negotiations, business plans, analyses, forecasts, pricing, proposals, terms of this Agreement (including the Merchant Guidelines), software, systems, any information that Merchant may receive (directly or indirectly) from EasyPay, any consumer, or from any other source relating to the Program or this Agreement, including consumer names, addresses, Transaction applications and information contained therein, Transaction Agreement information (including the terms thereof), and other nonpublic financial information or Consumer Information, and any other information that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential (collectively, "**Program Confidential Information**" or "**Confidential Information**"), except that Merchant (i) will use, or cause its Representatives to use, any such Program Confidential Information (a) solely as needed and for the purposes of the performance of Merchant's obligations under the terms of this Agreement or (b) as expressly permitted in writing by EasyPay. Merchant will be solely responsible for any breach of this Agreement caused by any of its Representatives or (ii) may disclose as required by applicable federal, state, or local law or regulation, in which case: (a) before making any such disclosure, the Merchant will, to the extent legally permissible, provide EasyPay with prompt written notice of such requirement so that EasyPay may seek a protective order or other remedy and provide reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure; and (b) if, after providing notice and assistance as required herein, Merchant remains subject to the requirement by said law or regulation, Merchant will disclose no more than that portion of the Program Confidential Information that, on the advice of Merchant's legal counsel, such law or regulation specifically requires Merchant to disclose and, on EasyPay's request, use commercially reasonable efforts to obtain assurances that such information will be afforded confidential treatment. Merchant will maintain the confidentiality of all Program Confidential Information by establishing and utilizing physical, electronic and administrative procedures to protect the security and confidentiality of the information.

(c) Notwithstanding the foregoing, Merchant certifies that it understands and will comply, and cause Merchant Agents to comply, with the following:

(i) Merchant will not, and will cause Merchant Agents not to, disclose any Program Confidential Information (including Consumer Information) to any other third-party purchase money lender or any other third-party provider of consumer financing without the prior written approval of EasyPay.

(ii) Merchant will maintain Consumer Information in compliance with Applicable Law. Merchant will not, and will cause Merchant Agents to not, (a) collect, retain, use, disclose or otherwise process any Consumer Information for any purpose other than only for the specific purpose of performing Merchant's obligations under this Agreement in compliance with Applicable Law, and (b) sell any Consumer Information.

(iii) Merchant will not, and will cause Merchant Agents to not, store or access Consumer Information outside the United States and will provide access to Consumer Information only to its employees and agents who are located within the United States.

(iv) Upon written request at any time by EasyPay or upon termination of the Agreement, Merchant agrees to return to EasyPay or destroy (with certificate of destruction provided by a duly authorized representative of Merchant, if requested by EasyPay) all information, documentation or materials relating to the Program including Program Confidential Information, in Merchant's custody, control, or possession without retaining any copies.

(d) Merchant agrees to immediately notify EasyPay, and in all events within forty-eight (48) hours unless earlier required by Applicable Law, upon becoming aware of any actual, threatened or alleged breach of the security, confidentiality or integrity of Consumer Information or its confidentiality obligations hereunder. Merchant further agrees to assist and cooperate with EasyPay in order to respond to any valid consumer requests under Applicable Law.

18. Ownership of Program; Intellectual Property.

(a) Ownership of Program. Neither Merchant nor any Merchant Agent will by virtue of this Agreement or otherwise secure any title to or other ownership interest in any elements of the Program or any documentation or materials relating thereto, which, as among EasyPay, Merchant and Merchant Agents are the exclusive property of EasyPay or EasyPay's designees. Merchant agrees to use the elements of the Program and information about the Program only for the purpose of enabling Merchant to participate in the Program during the term of this Agreement as provided under this Agreement and for no other purpose. EasyPay has the right to use and disclose any information received from Merchant in relation to this Program.

(b) Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other Confidential Information, trade dress, trade names, logos, corporate names and domain names, including any marketing materials or training and operational materials, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to or accessed by Merchant for its use under this Agreement or otherwise in connection with the Program are and will continue to be owned by EasyPay. Merchant hereby grants EasyPay and, to the extent authorized by EasyPay, Provider and their respective affiliates a nonexclusive and royalty-free license to use Merchant's name, contact information, trademarks, tradenames logos, other branding, and other marks in connection with the administration and operation of the Program, including for EasyPay's purpose of Program promotion and administration.

19. Information Security; Records; Ownership.

(a) **Information Security.** Merchant will not disclose, and will take all commercially reasonable measures to protect, Consumer Information. Merchant will not retain in any format, electronic or otherwise, any Consumer Information beyond what is required pursuant to this Agreement. Without by implication limiting the foregoing, if Merchant allows individuals to submit personal identifying information via the Internet, Merchant will adopt and maintain a comprehensive privacy policy with respect to its handling of such personal information, and Merchant's privacy policy will be available on Merchant's Internet web sites. Merchant agrees that it has developed, implemented and will maintain at all relevant times contemplated by this Agreement effective information security policies and procedures that include administrative, technical and physical safeguards designed to ensure the security and confidentiality of Consumer Information, protect against anticipated threats or hazards to the security or integrity of Consumer Information, protect against unauthorized access or use of Consumer Information, and ensure the proper disposal of Consumer Information. All personnel handling Consumer Information will be appropriately trained in the implementation of such information security policies and procedures. Merchant will regularly audit and review its information security policies and procedures and systems to ensure their continued effectiveness and determine whether adjustments are necessary in light of circumstances, including changes in technology, customer information systems or threats or hazards to Consumer Information. Merchant will promptly notify EasyPay of any unauthorized access to Consumer Information and any breach in security measures or systems for the protection of Consumer Information and take appropriate action to prevent further unauthorized access and cure such breach.

Merchant will cooperate with EasyPay with respect to its investigation or inquiry as to any such unauthorized access or breach, provide any notices regarding such unauthorized access or breach to appropriate law enforcement agencies and government regulatory authorities, affected Transaction Applicants, Transaction Recipients and customers as EasyPay, in its sole discretion, deems appropriate, and pay all expenses related thereto. Merchant agrees that EasyPay may at any time upon notice to Merchant, review and audit Merchant's information security policies, procedures and systems to verify their adequacy for protection of Consumer Information. Merchant will correct promptly any weakness in such policies, procedures or systems identified by EasyPay in its reviews thereof. To the extent that applicable privacy, data security or other laws require EasyPay or a Provider to comply with requests from Transaction Applicants or Transaction Recipients to access, delete, modify, or restrict the processing of their personal information (as determined by EasyPay or Provider), Merchant agrees to promptly provide such assistance as EasyPay or its selected Provider requests to fulfill such requests.

(b) **Records.** All data transmitted will be in a medium, form and format designated by EasyPay under the Program. Any errors in such data or in its transmission by Merchant will be the responsibility of Merchant, and any errors in such data or in its transmission by EasyPay will be the responsibility of EasyPay. Merchant will maintain paper copies (when used) or copies of electronic images of the Transaction Applicants' or Transaction Recipients' authorization to submit Applications, the Transaction requests and the invoices and other records pertaining to any Transaction under the Program for such time and in such manner as EasyPay or Applicable Law may require, but in no event less than seven years from the date of the Transaction application or Transaction request.

(c) **Ownership.** Any information that is received, collected, or otherwise obtained by Merchant, EasyPay or Provider in the ordinary course of the Program, such as information received as part of a Transaction application, the underwriting process, a Transaction Agreement, or the servicing and collections processes, will be owned solely by EasyPay and when applicable, Provider. Except as otherwise expressly provided herein, the Parties acknowledge and agree that Merchant's information technology systems and EasyPay's information technology systems will be completely separate and will not be integrated.

20. Data Ownership. Any information that is received, collected or otherwise obtained by Merchant, EasyPay and/or Provider in the ordinary course of the Program, such as information received as part of a Transaction application or a Transaction Agreement shall be owned solely by EasyPay and Provider, when applicable. Merchant and each party signing this Agreement on behalf of Merchant (collectively, the "**Merchant Signatories**") hereby authorize EasyPay to share any and all information/ data obtained in connection with the Program, including any enrollment and utilization data, with other companies providing services in connection with the Program.

21. Notices.

(a) Written Notices. All notices, consents, claims, demands and other communications between the Parties must be in writing as provided in this Section.

(b) Notices to Merchant. All notices, consents, claims, demands and other communications to Merchant, or modifications, amendments, restatements or supplements to this Agreement, may be provided by EasyPay by: (i) electronically posting on EasyPay's Business Center or other electronic portal used to communicate to the Merchant; (ii) sending to Merchant's postal or street address or email address set forth at the top of this Agreement; or (iii) sending to such other address or email address as Merchant may advise EasyPay in writing. By entering into this Agreement, Merchant consents to the electronic provision of all notices, consents, claims, demands and other communications from EasyPay, including any notices that may be required by Applicable Law, and such electronic provision will be considered to have the same effect as if it were provided in a physical/written copy. Merchant agrees that it has an ongoing obligation to check the emails it receives from EasyPay and postings on the Business Center or other portal used to communicate with Merchant, for any such notices, consents, claims, demands and other communications, including for any modifications, amendments, restatements or supplements to this Agreement.

(c) Notices to EasyPay. All notices, consents, claims, demands and other communications to EasyPay hereunder will be sent to the following address or to such other address as EasyPay may advise Merchant in writing:

(i) by mail to:

EasyPay Finance
Attn: Legal Department
P.O. Box 2549
Carlsbad, CA 92018

OR

(ii) by email to:

legal@easypayfinance.com

22. Right to Examine and Audit. Upon reasonable request by EasyPay or Provider, EasyPay, Provider or their representatives may, at EasyPay's sole cost and expense, audit and copy from Merchant's books, records or other documents, any and all information reasonably necessary to verify Merchant's compliance with the terms of this Agreement. EasyPay or Provider may conduct an audit pursuant to this Section 22 at any time during the term of this Agreement, during regular business hours on business days at Merchant's principal place of business, or any other location or in any other manner that is mutually agreed upon in writing. Any regulatory body or supervisory agency having jurisdiction over EasyPay or any Provider will also have access to Merchant's books and records, systems, controls, processes and procedures relating to the Program when deemed necessary and without prior notice.

23. DISPUTE RESOLUTION & ARBITRATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ANY CONTROVERSY, DISPUTE, OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE INTERPRETATION, ENFORCEABILITY, OR VALIDITY OF THIS AGREEMENT, INCLUDING THE SCOPE OR APPLICABILITY OF THE AGREEMENT TO ARBITRATE, THAT CANNOT BE RESOLVED INFORMALLY BY THE PARTIES ("**DISPUTE**") WILL BE SOLELY AND FINALLY RESOLVED PURSUANT TO THIS SECTION 23.

(a) **DIRECT BUSINESS NEGOTIATION**. THE PARTIES WILL USE THEIR BEST EFFORTS TO RESOLVE ANY DISPUTE BY GOOD FAITH NEGOTIATION BETWEEN OFFICERS WHO HAVE AUTHORITY TO RESOLVE THE DISPUTE. UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES WILL ARRANGE FOR THEIR RESPECTIVE SENIOR REPRESENTATIVES TO MEET WITHIN THIRTY (30) DAYS FOLLOWING THE REQUEST FOR THE PURPOSE OF RESOLVING SUCH DISPUTE ON AMICABLE TERMS. NO PROCEEDING MAY BE COMMENCED UNDER SECTION 23(b) UNTIL, AT LEAST FOURTEEN (14) DAYS AFTER SUCH MEETING, A PARTY'S SENIOR REPRESENTATIVE COMMUNICATES TO THE OTHER PARTY HIS OR HER GOOD FAITH

CONCLUSION THAT AN AMICABLE RESOLUTION OF THE MATTER IS UNLIKELY. ANY DISCUSSIONS UNDERTAKEN PURSUANT TO THIS SECTION 23(a) WILL BE CONFIDENTIAL COMPROMISE AND SETTLEMENT NEGOTIATIONS WITHOUT PREJUDICE TO ANY PARTY'S RIGHT TO ANY OTHER REMEDY IN LAW OR EQUITY OR UNDER THIS AGREEMENT.

(b) **ARBITRATION**. ANY DISPUTE THAT REMAINS UNRESOLVED FOLLOWING THE NEGOTIATIONS UNDERTAKEN PURSUANT TO SECTION 23(a) WILL BE SOLELY AND FINALLY SETTLED BY CONFIDENTIAL ARBITRATION IN ACCORDANCE WITH THIS AGREEMENT AND, WHERE NOT INCONSISTENT WITH THIS AGREEMENT, WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION), WHICH RULES ARE HEREBY INCORPORATED BY REFERENCE. THE LOCATION OF THE ARBITRATION WILL BE IN CALIFORNIA OR, IF BOTH PARTIES AGREE, REMOTELY THROUGH VIDEO CONFERENCE. THE ARBITRATION WILL BE CONDUCTED IN ENGLISH BY A PANEL OF THREE (3) NEUTRAL ARBITRATORS, WITH EACH PARTY SELECTING ONE ARBITRATOR AND THE TWO (2) APPOINTED ARBITRATORS THEN JOINTLY SELECTING THE THIRD. EXCEPT AS MAY BE REQUIRED BY LAW OR EXPRESSLY PERMITTED IN THIS AGREEMENT, THE PANEL IS NOT EMPOWERED TO AWARD PUNITIVE, EXEMPLARY, SPECIAL, SPECULATIVE, INDIRECT, PRE-AWARD INTEREST, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT OR ANY OTHER SIMILAR DAMAGE OR LOSS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, STATUTES OR REGULATIONS OR ANY OTHER THEORY) ARISING OUT OF OR RELATING TO THE PROGRAM OR THIS AGREEMENT, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES OR LOSSES. ALL COSTS AND EXPENSES OF THE ARBITRATORS WILL BE BORNE BY THE PARTIES EQUALLY, AND EACH PARTY WILL BEAR ITS OWN ARBITRATION COSTS, INCLUDING ITS ATTORNEYS' FEES AND TRAVEL EXPENSES. A REASONED AWARD WILL BE ISSUED IN WRITING BY THE PANEL AND WILL BE FINAL AND BINDING UPON THE PARTIES. IF NOT FULLY SATISFIED WITHIN THIRTY (30) DAYS, SUCH AWARD MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION AND EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURT FOR THE PURPOSES OF COMPLYING WITH THIS SECTION 23(b) AND THE AWARD GRANTED IN ACCORDANCE WITH IT. NOTHING IN THIS AGREEMENT LIMITS THE RIGHT OF A PARTY TO OBTAIN PROVISIONAL, INJUNCTIVE, OR ANCILLARY REMEDIES FROM A COURT OF COMPETENT JURISDICTION BEFORE, AFTER, OR DURING THE PENDENCY OF ANY ARBITRATION. NEITHER PARTY HAS THE RIGHT TO ARBITRATE ON A CLASS OR REPRESENTATIVE BASIS ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE INTERPRETATION, ENFORCEABILITY, OR VALIDITY OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THIS SECTION 23(b).

(c) **EXCEPTIONS TO ARBITRATION.** NOTWITHSTANDING THE FOREGOING, THE PARTIES AGREE THAT THE PROVISIONS OF SECTION 23(a) THROUGH 23(b) WILL NOT APPLY WITH RESPECT TO ANY THIRD-PARTY CLAIM IN THE EVENT SUCH THIRD PARTY: HAS INITIATED A LAWSUIT OR OTHER JUDICIAL, ADMINISTRATIVE, OR ARBITRATION PROCEEDINGS AGAINST OR INVOLVING EITHER OR BOTH OF THE PARTIES IN WHICH A DISPUTE WILL BE RESOLVED; OR IS A NECESSARY PARTICIPANT IN ANY JUDICIAL, ADMINISTRATIVE, OR ARBITRATION PROCEEDINGS TO RESOLVE A DISPUTE AND CANNOT BE JOINED BY EITHER OR BOTH OF THE PARTIES IN A RESOLUTION OF SUCH DISPUTE PURSUANT TO THE PROCEDURES SET FORTH IN SECTION 23(a) THROUGH 23(b) AND AS SUCH THE PROCEDURE SET FORTH IN SECTION 23(a) THROUGH 23(b) IS OR WILL BE INEFFECTIVE AS TO SUCH DISPUTE; PROVIDED, HOWEVER, THAT THE PROCEDURES SET FORTH IN THIS SECTION 23(a) THROUGH 23(b) WILL APPLY IN THE EVENT A DISPUTE IN CONNECTION WITH THE FOREGOING EVENTS SET FORTH IN THIS SECTION 23(c) RELATES TO WHETHER ANY CLAIMS IN CONNECTION WITH SUCH THIRD-PARTY CLAIM IS INDEMNIFIABLE BY EITHER PARTY.

(d) **JURISDICTION.** SHOULD ANY PORTION OF THE PROVISIONS OF SECTION 23(a) THROUGH SECTION 23(b) BE FOUND TO BE UNENFORCEABLE, SUCH PORTION WILL BE SEVERED FROM THIS

AGREEMENT, AND THE REMAINING PORTIONS WILL CONTINUE TO BE ENFORCEABLE. HOWEVER, IF FOR ANY REASON ALL OF THE PROVISIONS OF SECTION 23(a) THROUGH SECTION 23(b) ARE FOUND TO BE UNENFORCEABLE, THEN THE FOLLOWING WILL APPLY INSTEAD:

(i) ANY SUIT, COUNTERCLAIM, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, ANY RELATED DOCUMENT OR UNDER ANY OTHER DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, MUST BE BROUGHT BY EITHER PARTY EXCLUSIVELY IN THE STATE COURT SITUATED IN SAN DIEGO COUNTY, CALIFORNIA OR IN THE UNITED STATES SOUTHERN DISTRICT COURT OF CALIFORNIA, AND THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND ANY APPELLATE COURTS THEREOF FOR THE PURPOSE OF ANY SUCH SUIT, COUNTERCLAIM, ACTION OR PROCEEDING OR JUDGMENT THEREON (IT BEING UNDERSTOOD THAT SUCH CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS WAIVES ANY RIGHT TO SUBMIT ANY DISPUTES HEREUNDER TO ANY COURTS OTHER THAN THOSE ABOVE).

(e) **WAIVER OF JURY TRIAL; NO CLASS ACTION; NO REPRESENTATIVE ACTION**. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, ANY RELATED DOCUMENT OR UNDER ANY OTHER DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH, OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION, SUIT, PROCEEDING OR COUNTERCLAIM WILL NOT BE TRIED BEFORE A JURY AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR ENTERING INTO THE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO AGREES THAT ANY SUCH PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. EACH PARTY ACKNOWLEDGES THAT IT IS ENTERING INTO THIS AGREEMENT AFTER HAVING THE OPPORTUNITY TO CONSULT COUNSEL.

(f) **ARBITRATION & DISPUTE RESOLUTION PROVISIONS.** THE ARBITRATION AND DISPUTE RESOLUTION PROVISIONS SETS FORTH IN THIS AGREEMENT REPRESENT THE ENTIRE AGREEMENT WITH RESPECT TO THE SUBJECT MATTER OF ARBITRATION AND DISPUTE RESOLUTION BETWEEN THE PARTIES, AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, AND WARRANTIES, BOTH WRITTEN AND ORAL, WITH RESPECT TO SUCH SUBJECT MATTER.

24. Miscellaneous.

(a) Additional Documentation. Merchant agrees to execute all such additional documents and instruments and to do all such further things as EasyPay may reasonably request in order to give effect to and consummate the purposes of the Agreement contemplated hereby. In addition, Merchant authorizes EasyPay to execute and deliver and file, for itself and on behalf of Merchant, any documents, including forms under the Uniform Commercial Code, necessary or desirable to confirm, protect or renew EasyPay's interest in any Transaction Agreement.

(b) Publicity.

(i) Except as provided herein or with the express prior written consent of EasyPay in each instance, Merchant will not advertise or promote using the name of EasyPay or Provider, use the name of EasyPay or Provider's company in the Merchant's website(s) or any of Merchant's advertising, publicity, or promotional material, nor issue any press release announcing the Agreement with the press or the public, provided that Merchant may disclose the name of EasyPay when such disclosure is required by Applicable Law.

(ii) The Merchant grants EasyPay a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, and transferable license to use, reproduce, publish, and display interviews, quotes, reviews, photographs and/or videos of the Merchant, Merchant Agent, Merchant's shop (interior and exterior), including any trademarks, logos, or other identifying marks associated with the Merchant's business, for the purpose of promoting EasyPay's products or services on its social media platforms or other marketing materials.

(iii) The Merchant agrees that EasyPay shall have the right to sublicense the use of all items listed in Section 24(b)(ii) above to its affiliates, partners, or contractors for the purpose of promoting EasyPay's products or services, provided that such sublicensees shall be bound by the same terms and conditions.

(c) Requests; Credit Reports & Financial Statements. Within five (5) days of receipt of EasyPay's request, or such earlier time as may be required by EasyPay, Merchant will provide to EasyPay the Transaction Applicant's or Transaction Recipient's authorization for a Transaction application, request Transaction documentation, the invoice or other transaction records, including evidence of a Transaction Applicant's or Transaction Recipient's express consent to submit a Transaction application, and any other documentary evidence available to Merchant and reasonably requested by EasyPay (i) to meet its obligations under Applicable Law or otherwise to respond to questions, complaints, lawsuits, counterclaims or claims concerning Transactions or requests from Transaction Applicants, Transaction Recipients, or regulatory authorities, (ii) to provide any information in connection with EasyPay's pursuit, or its selected Provider's pursuit, of bad debt tax refunds, deductions, credits, or audit offsets (including providing copies of Merchant's state sales and use tax returns), (iii) to ensure Merchant's compliance with this Agreement, or (iv) to enforce any rights EasyPay or its selected Provider may have against Merchant, a Transaction Applicant, or a Transaction Recipient, including litigation by or against EasyPay or such Provider, collection efforts and bankruptcy proceedings, or for any other reason.

Merchant authorizes EasyPay and/or its selected Provider to obtain credit reports with respect to Merchant and, to the extent permitted by law, to obtain credit reports individually with respect to all principals, partners or owners of Merchant, for the purpose of qualifying Merchant's business for participation in the Program and for evaluating Merchant's business for continued participation in the Program. Merchant agrees that it is authorizing EasyPay to obtain credit reports and instructing any consumer reporting agency to provide such report now and in the future for the purpose of evaluating Merchant's business for future retention and participation in the Program. Merchant also agrees that, upon request, Merchant will provide a copy of Merchant's most recent financial statements, including Merchant's balance sheets, statements of income and retained earnings, cash flows and any accompanying notes, in reasonable detail and prepared in accordance with generally accepted accounting principles.

(d) Independent Contractor. This Agreement does not (and will not be construed to) establish a partnership, joint venture, agency relationship or other form of business association between Merchant and EasyPay. EasyPay and Merchant are independent contractors, and neither Party will have the authority to speak for, commit or bind the other Party.

(e) Communication Methods and Consents.

(i) To enroll and participate in the Program, Merchant is solely responsible for the use of any electronic device with which Merchant or Merchant Agents access the Business Center or other information or communications regarding the Program (including by email or text/SMS). Merchant is solely responsible for any associated network and SMS/text charges.

(ii) Merchant agrees, and shall ensure that Merchant Agents agree, to receive program updates and marketing material from EasyPay via EasyPay's Business Center or other electronic portal used to communicate to the Merchant, email, text messaging, fax, U.S. Mail, and telephone. Merchant understands and agrees that for the Parties' mutual protection, and Merchant shall ensure that Merchant Agents agree that, EasyPay may electronically record any telephone conversations between EasyPay (and its agents) and Merchant or Merchant Agents, without further notice to the Parties to such conversations. Merchant acknowledges and consents to the retention of and use of such recordings by EasyPay and its agents for the purpose of settling disputes, training, or managing a quality assurance program.

(iii) Merchant Signatories agree, and Merchant shall ensure that Merchant Agents agree, to the following:

(1) The Merchant hereby authorize EasyPay and its affiliates, agents, assigns and service providers to contact the Merchant Signatories and Merchant Agents using automatic telephone dialing systems, artificial or prerecorded voice message systems, electronic messaging systems and automated email systems in order to provide the Merchant Signatories or Merchant Agents with information about this Agreement and/or the Program. The Merchant Signatories authorize the EasyPay Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses the Merchant Signatories or Merchant Agents supply to the EasyPay or use in connection with the Program. Each of the Merchant Signatories agrees to notify EasyPay immediately if such Merchant Signatories or any Merchant Agent changes telephone numbers or is no longer the subscriber or usual user of a telephone number provided to EasyPay. The Merchant Signatories and Merchant Agents understand that anyone with access to their telephones or email accounts may listen to or read the messages EasyPay leaves or sends, and the Merchant Signatories and Merchant Agents agree that EasyPay will have no liability for anyone accessing such messages. The Merchant Signatories and Merchant Agents further understand that, when they receive a telephone call, text message or email, they may incur a charge from the company that provides them with telecommunications, wireless and/or Internet services, and the Merchant Signatories and Merchant Agents agree that EasyPay will have no liability for such charges. This authorization is part of the contractual bargain established by this Agreement and is not intended to be revocable. However, to the extent EasyPay is required by Applicable Law to allow the Merchant Signatories or Merchant Agents to revoke this consent to receive text messages and calls to their cell phones or to receive artificial or prerecorded voice message system calls, the Merchant Signatories or Merchant Agents may do so by calling EasyPay toll-free at 1-866-337-2537. To request EasyPay to stop text messages, the Merchant Signatories or Merchant Agents can also simply reply "STOP" to any text message EasyPay sends. To stop emails, the Merchant Signatories or Merchant Agents can follow the opt-out instructions included at the bottom of the EasyPay Parties' emails.

(f) ACH Authorization. In connection with the Program, Merchant authorizes EasyPay to initiate from time to time ACH debit from and/or ACH credit entries to the Merchant's bank account.

Merchant will execute EasyPay's ACH authorization form. In connection with ACH entries, Merchant agrees to be bound by the National Automated Clearinghouse Association (NachaACH") Operating Rules.

(g) No Guarantee. EasyPay does not guarantee that Merchant will receive any minimum amount of sales or revenues as a result of the activities contemplated by this Agreement and that the Program will be continuously available or error-free.

(h) Electronic Execution; Counterparts. This Agreement may be executed by facsimile, email, DocuSign, or other electronic means (including through the use of electronic signature(s)), which will be deemed an original. Copied signatures will be treated for all purposes as original signatures on this Agreement and any notice. This Agreement may be executed in counterparts, including by electronic signature and electronic transmission, each of which will be deemed an original, but all of which will constitute one and the same document.

(i) Nonwaiver and Extensions. The Parties will not by any act, delay, omission or otherwise be deemed to have waived any rights or remedies hereunder. Each Party agrees that the other Party's failure to enforce any of its rights under this Agreement will not affect any other right or the same right in any other instance.

(j) Retroactive Authorizations. The authorizations set forth in this Section 24 shall apply retroactively to any actions prior to the time this Section 24 became effective, and all such actions are hereby ratified and approved.

(k) Taxes. Merchant is obligated to pay all taxes, fees and other charges imposed by any governmental authority in relation to the Program, including any value added tax, goods and services tax, provincial sales tax and/or harmonized sales tax on the sale of goods and services Merchant provides to Merchant's customers in relation to the Program.

(l) Assignment. Merchant acknowledges and agrees that EasyPay may sell, transfer, encumber or assign this Agreement and/or that EasyPay or Provider may sell, transfer, encumber or assign any Transaction Agreement that EasyPay purchased or originated hereunder, without Merchant's consent. This Agreement is binding on Merchant's successors and assigns. Merchant may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of EasyPay. Any such assignment in violation of this provision shall be null and void.

(m) Entire Agreement. This Agreement sets forth the entire agreement between the Parties, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. The Parties have not relied on any statement, representation, warranty, or agreement of the other Party or of any other person on such Party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Agreement. All exhibits, addendums or other documents, attached or incorporated by reference herein are expressly made a part of this Agreement.

(n) Severability. If any term, covenant, condition, or provision of this Agreement is unlawful, invalid or unenforceable for any reason whatsoever, and such illegality, invalidity or unenforceability does not affect the remaining parts of this Agreement, then such remaining parts shall be valid and enforceable and have full force and effect as if the invalid or unenforceable part had not been included.

(o) Further Assurances. Merchant agrees to take all actions necessary or advisable to effectuate the purposes of this Agreement and to execute and deliver (and Merchants authorizes EasyPay to execute and deliver and file for itself and on behalf of Merchant) any documents, including forms under the Uniform Commercial Code, necessary or desirable to confirm, protect or renew EasyPay's interest in any agreement or document related to or evidencing the rights granted in the Transaction Agreement.

(p) Headings. The headings contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereon.

(q) Authority to Execute Agreement. Merchant represents and warrants that its undersigned representative has been expressly authorized to execute this Agreement for and on behalf of Merchant.

[signature page follows]

IN WITNESS WHEREOF, Merchant and EasyPay have entered into this Agreement as of the date first set forth above.

MERCHANT:	**Duvera Billing Services, LLC** **(DBA EasyPay Finance):**
Signature: ______________________________	Signature: ______________________________
Print Name: ______________________________	Print Name: MaryJones
Title: ______________________________	Title: CEO

[signature page to Merchant Master Agreement]

EXHIBIT A

THIRD-PARTY PROVIDER LOAN TRANSACTIONS PROGRAM EXHIBIT

THIS THIRD-PARTY PROVIDER LOAN TRANSACTIONS PROGRAM EXHIBIT (this "**Loan Exhibit**") is issued pursuant to that certain Merchant Master Agreement by and between EasyPay and Merchant (the "**Agreement**"). Any terms used but not otherwise defined in this Loan Exhibit shall have the meaning defined in the Agreement.

1. The Third-Party Loan Transactions. Under the Program, and subject to the terms and conditions provided in this Loan Exhibit, loans may be offered to Customers to finance the purchase of the Merchant's Products ("**Loans**") by Providers through the EasyPay Program. With respect to each Loan, the following terms and conditions shall apply:

(a) **Evidence of Loan.** Each such Loan will be evidenced by an installment loan agreement by and between the Customer and EasyPay's designated Provider ("**Loan Agreement**"), with marketing and servicing assistance from EasyPay. For the avoidance of doubt, with respect to this Loan Exhibit, (i) such Provider will be a national or state bank that is selected by EasyPay from time to time in its sole discretion; (ii) such Provider is the originator of the Loan; and (iii) EasyPay may select or switch to different Providers at EasyPay's discretion from time to time and without notice to Merchant.

(b) **Process for Application**. Customers will submit credit applications for Loans ("**Loan Applications**") for review and approval by Provider via EasyPay's online or mobile portal designated for Loan applicants. EasyPay and Provider shall have no obligation to approve any Loan Agreement and no obligation to approve the making of a Loan to Customer.

(c) **Discount.** EasyPay will communicate to Merchant on behalf of Provider from time to time about the Discount, if applicable, as such Discount may be changed from time to time by notice from EasyPay to Merchant. Merchant shall provide any additional information reasonably requested by EasyPay. As used in this Loan Exhibit, the "**Discount,**" if applicable, is the percentage discount against the amount financed under a Loan, which will be deducted from the Credit Payment for any Loan as set forth below.

(d) **Application Acceptance**. In the event a Loan Application is approved by Provider, EasyPay shall notify Merchant and Customer of the Loan Application approval and the maximum amount of credit and the finance charges approved. In the event the Customer wishes to proceed with the Transaction and executes all of the required Loan documents as required by EasyPay or EasyPay's designated Provider, including, without limitation, the Loan Agreement, Merchant will provide Customer the Products the Customer has agreed to purchase on credit in accordance with the contract and/or invoice or other written agreement between Merchant and the Customer and Merchant will credit the sale of the Product to the applicable Customer. Merchant will accept as full payment for the Products, the sum of Customer's down payment, if any (the "**Down Payment**") plus a payment from EasyPay or Provider, as applicable (the "**Credit Payment**"), equal to the cash price for the Product (the "**Product Price**"), less the Down Payment and less any Discount, if any, previously communicated to Merchant by EasyPay.

(i) The Credit Payment shall be sent to Merchant as soon as may be practicable after EasyPay confirms all of the following:

(1) The Customer's execution of the Loan Agreement.

(2) Merchant's delivery to EasyPay of its invoice or other written agreement for the Products.

(3) The invoice's consistency with the Loan Agreement.

(4) Merchant's delivery of any additional required documentation (for example, a legible copy of the Customer's photo identification).

(ii) The Credit Payment will be sent by an ACH to Merchant's bank account or, if Merchant enrolls in EasyPay's "**Network Payment Program**" (as described in (iii) below), the Credit Payment less the Discount, if applicable, (the "**Network Payment Program Payment**") will be sent to Merchant by delivery of funds through the payment network selected by EasyPay, including, without limitation, the VISA payment network (the "**Network**") and the Discount, if applicable, will thereafter be immediately due and payable from Merchant to Provider. On Provider's behalf, EasyPay may initiate a payment from Merchant's bank account or submit an invoice, payable within five (5) business days, for any applicable Discount owing on the Loan.

(iii) Under the Network Payment Program:

(1) EasyPay will provide the Customer a Network access number and the Customer will then provide the Network access number to Merchant.

(2) Merchant will initiate payment of the Network Payment Program Payment through the Network, in accordance with Network rules and procedures.

(3) The bank that has provided the Network access number will both authorize and initiate payment to Merchant of the Network Payment Program Payment, also in accordance with Network rules and procedures. Payments under the Network Payment Program will be made with Provider funds.

(iv) Merchant understands and agrees that payments under the Network Payment Program will not be initiated with Customer funds and accordingly will not be debit card transactions under Applicable Law but will nevertheless be subject to the same Network fees and rules as debit card transactions. This means that Merchant will be subject to interchange and other fees on the Network Payment Program Payment and agrees not to pass on these fees to the Customer. Merchant agrees not to characterize the Network access number as a "gift" card or "prepaid" account.

(v) Upon initiation of payment of the Credit Payment (or the Network Payment Program Payment) to Merchant, Merchant shall be deemed fully paid for its Products and Customer shall have no further obligation to Merchant and instead shall owe Provider on the Loan Agreement all without the necessity of any further action on the part of any party (including, without limitation, the execution and/or delivery of a bill of sale or similar instrument).

(e) **Eligible Products.** Merchant will only offer the Loan to Customers purchasing Products approved by EasyPay (the "**Eligible Products**"). Eligible Products may include Automotive Repair; Automotive Wheels and Tires; Furniture, Mattress, and Home Appliance; or Pet Retail Sales. Eligible Products may change from time to time at EasyPay's sole discretion and without notice. All Eligible

Products must be evidenced by an invoice that Merchant must promptly, and in no event more than twenty-four (24) hours after application acceptance, provide to EasyPay. Merchant shall be fully responsible for any transactions involving Products for the Program. Notwithstanding the foregoing, to the extent that the Merchant's Product relates to pets, Merchant must review and agree to additional terms found in the Pet Rider attachment provided by EasyPay.

(f) **Product Delivery**. Merchant shall deliver and provide all Products reflected in any invoice provided to EasyPay, in accordance with the Loan, on the date of the Loan Agreement (or for any Products to be provided on a delayed basis, within thirty (30) days after the date of the Loan Agreement).

(g) **Additional Representations, Warranties and Covenants.** In addition to any other representations, warranties and covenants set forth in this Agreement, Merchant makes the following representations, warranties and covenants as to each Loan as of the Effective Date of the Agreement and the dates on which each Loan Agreement is entered into and Product is sold:

(i) At all relevant times, each Product and contract and/or invoice or other written agreement for the Product is owned by Merchant free and clear of any and all interests held by third parties, including, but not limited to, assignments, security interests, encumbrances, claims, liens and levies.

(h) In the event the Cash Price of the financed Product exceeds the amount financed set forth in the Loan Agreement, Merchant shall have received the difference (and only the difference) of the two as a Down Payment, and shall not have financed such Down Payment.

(i) **Additional Indemnities.** In addition to any other indemnification and other obligations set forth in this Agreement, Merchant agrees:

(i) to and does hereby indemnify, defend, and hold EasyPay, Provider, their affiliates and their owners, officers, directors, members, managers, employees and representatives harmless from and against any and all losses, liabilities, claims, actions, damages (whether actual, incidental, consequential, punitive or other), diminution of value, and expenses, including reasonable attorneys' fees, costs and disbursements, and whether or not involving a third-party claim, arising out of or relating to Provider's origination of Loans pursuant to this Agreement.

(ii) that if it breaches any representation, warranty, covenant or obligation herein or if a Customer under a Loan Agreement or under a Loan Application asserts any claim or defense (regardless of the validity thereof) arising out of any Loan or cancels any Loan, Merchant will refund on demand the amount of any transaction affected. Merchant also agrees to indemnify and hold harmless the Indemnified Persons for any and all breaches of warranties or Losses that any Indemnified Person may sustain as a result of any such event, and EasyPay and Provider are not responsible for any amounts claimed to be owed to Merchant by Merchant's Customers, including amounts for payment transactions that were authorized but that were subsequently rejected or reversed.

(j) **Provider as Third-Party Beneficiary and Further Assignment Rights.** Provider is an intended third-party beneficiary of this Agreement. EasyPay may enforce this Agreement on behalf of the Provider and Provider may enforce this Agreement directly in the event EasyPay ceases servicing Loans for Provider. Merchant acknowledges and consents, at EasyPay’s discretion, to the assignment by EasyPay to Provider, its successors and assigns, of all of EasyPay's rights and remedies in the Agreement in respect of the Loans without assumption by Provider, its successors and assigns, of any obligation in the Agreement.

(k) **Additional Default Rights**. Upon the occurrence of any event of default by Merchant under the Agreement, EasyPay shall be entitled to, as additional rights and remedies to any of its other rights or remedies to which it may be entitled to, in its sole discretion, (i) implement Provider's decision to discontinue making Loans, including any approved Loan where the Loan Application has been approved but no Credit Payment has been made, and (ii) to require Merchant to purchase or compensate EasyPay for any one or more Affected Transaction Agreements, each for the Affected Transaction Agreement Purchase Price. No right or remedy afforded EasyPay or Provider is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to every other right or remedy.

(l) **Purchases of Affected Transaction Agreements; Credits**. In addition to the indemnity rights provided elsewhere in the Agreement, EasyPay, on its own behalf or on behalf of Provider or any assignee of a Transaction Agreement, may require Merchant to purchase or otherwise compensate EasyPay for any Affected Transaction Agreement. The purchase price (the "**Affected Transaction Agreement Purchase Price**") shall equal: (i) the outstanding principal balance of the Affected Transaction Agreement as of the purchase date; less (ii) the Discount applicable to such Affected Transaction Agreement. The rights provided by this paragraph shall be exercised by delivery of a notice from EasyPay to Merchant of Merchants obligation to purchase or compensate EasyPay for an Affected Transaction Agreement, which notice shall specify in reasonable detail the basis for classifying the Transaction Agreement as an Affected Transaction Agreement. Upon Merchant's payment of the Affected Transaction Agreement Purchase Price, Merchant shall be deemed to have purchased the Affected Transaction Agreement without recourse. Notwithstanding the foregoing, in the event a Transaction Agreement becomes an Affected Transaction Agreement due to a Customer complaint and Merchant is able to resolve the Customer complaint to EasyPay's satisfaction, Merchant may require EasyPay to repurchase the Affected Transaction Agreement for the Affected Transaction Agreement Purchase Price. EasyPay may offset against any funds otherwise due from EasyPay to Merchant any amounts due under this Section 1(l) of this Program Exhibit.

(m) **Defective Product.** Should any Products under any Transaction Agreement become or be alleged to be defective within any warranty period, Merchant shall (i) correct such defects to Customer's or EasyPay's satisfaction and at Merchant's cost and expense within seven (7) days of notification to Merchant by EasyPay or Customer regardless of the terms and conditions of Merchant's warranty or return policy, or (ii) purchase, or otherwise compensate EasyPay for, the Transaction Agreement, without recourse, for the Affected Transaction Agreement Purchase Price (as defined in Section 1(l) of this Program Exhibit).

Addendum
Exhibit A
Third-Party Loan Transactions Program Exhibit
Merchant Guidelines

The following additional terms and conditions are incorporated into the Merchant Master Agreement currently in effect between Merchant and EasyPay (the "Agreement") and provide guidelines for the Merchant's participation in the Third-Party Loan Transactions Program ("Exhibit A Merchant Guidelines"). EasyPay may modify or amend the Exhibit A Merchant Guidelines at EasyPay's and/or the Third-Party Loan Provider's discretion and in accordance with the Agreement. Merchant ("you" or "your") agrees:

- To keep Ownership and Business/Company information up to date.
- To always require the Customer to complete all steps in the Loan Transaction and to ensure no one else, including Merchant and Merchant Agents, complete any portion, including signing, of the Loan Application and Loan Agreement on the Customer's behalf.
- To refer to the Provider (national or state bank) as the originator of the Third-Party Loans.
- To generate an invoice describing the Products and maintain this information in a form that can be retrieved upon EasyPay's request.
- To use all required terms, disclosures, and notices required by the Program and applicable law (including without limitation Consumer Protection Laws) in your documentation of the Third-Party Loan Transaction and the Product(s).
- To review notices and documentation sent or provided by email, text, or available in the Business Center or other online platform EasyPay provides for Merchant use, on a regular basis and to only modify any of your marketing materials, processes, or procedures as directed by EasyPay's notice.
- To participate in and ensure Merchant Agent participates in any EasyPay required training.
- Not to accept a Loan Application or Loan Agreement in a form not previously approved by EasyPay.
- Not to make any representations to the Customer regarding the Program that is not expressly set forth in the Loan Agreement.
- Not to allow Merchant Agent or yourself to apply for or enter into a Third-Party Loan Transaction, except with respect to Merchant Agent who may request a waiver at EasyPay's sole discretion.

EXHIBIT B

CREDIT SALE TRANSACTIONS PROGRAM EXHIBIT

THIS CREDIT SALE TRANSACTIONS PROGRAM EXHIBIT (this "**Credit Sale Exhibit**") is issued pursuant to that certain Merchant Master Agreement by and between EasyPay and Merchant (the "**Agreement**"). Any terms used but not otherwise defined in this Credit Sale Exhibit shall have the meaning defined in the Agreement.

1. The Credit Sale Transactions. Under the Program, and subject to the terms and conditions provided in this Credit Sale Exhibit, Merchant may offer credit sales to Customers to finance the purchase of the Merchant's Products with the intent that EasyPay will purchase and take assignment of such credit sales from Merchant ("**Credit Sales**"). **Merchant expressly understands and is aware that for the purposes of this Credit Sale Exhibit, Merchant will be the originating creditor as to any Credit Sale.** With respect to each Credit Sale, the following terms and conditions shall apply:

(a) **Evidence of Credit Sale.** Each such Credit Sale will be evidenced by a retail installment contract ("**Credit Sale Agreement**") by and between the Customer and Merchant, which Credit Sale Agreement (i) Merchant will sell and assign to EasyPay; and (ii) EasyPay will purchase and receive assignment from Merchant pursuant to the terms of the Agreement and this Credit Sale Exhibit.

(b) **Process for Application**. Customers will submit credit applications for Credit Sales ("**Credit Sale Applications**") to EasyPay via EasyPay's online or mobile Program portal for a determination as to whether the Credit Sale Application is eligible for purchase by, and assignment to, EasyPay under the Program. EasyPay shall have no obligation to approve a Credit Sale and no obligation to approve a purchase and assignment of a Credit Sale Agreement by EasyPay.

(c) **Discount.** EasyPay will communicate to Merchant from time to time about the Discount, if applicable, as such Discount may be changed from time to time by notice from EasyPay to Merchant. Merchant shall provide any additional information reasonably requested by EasyPay. As used in this Credit Sale Exhibit, the "**Discount,**" if applicable, is the percentage discount against the amount financed under a Credit Sale, which will be deducted from the Credit Payment for any purchase of a Credit Sale Agreement as set forth below.

(d) **Application Acceptance**. In the event a Credit Sale Application is approved for purchase and assignment under the Program, EasyPay shall notify Merchant and Customer of the Credit Sale Application approval and the maximum amount of credit and finance charges approved under the Program. In the event the Customer wishes to proceed with the Credit Sale and executes all of the required Credit Sale documents, including, without limitation, the Credit Sale Agreement, Merchant will provide Customer the Products the Customer has agreed to purchase in accordance with the terms and conditions of the Credit Sale Agreement and Merchant will credit the sale of the Product to the applicable Customer. Merchant will accept as full payment for the Credit Sale Agreement, the sum of Customer's down payment, if any (the "**Down Payment**") plus a payment from EasyPay (the "**Credit Payment**"), equal to the cash price for the Product (the "**Product Price**"), less the Down Payment and less any Discount, if any, communicated to Merchant by EasyPay.

(i) The Credit Payment shall be sent to Merchant as soon as may be practicable after EasyPay confirms all of the following:

(1) The Customer's execution of the Credit Sale Agreement.

(2) Merchant's delivery to EasyPay of its invoice or other written agreement for the Products.

(3) The invoice's consistency with the Credit Sale Agreement.

(4) Merchant's delivery of any additional required documentation (for example, a legible copy of the Customer's photo identification).

(ii) The Credit Sale Agreement shall be deemed automatically purchased and assigned no later than one (1) business day after completion of the Credit Payment.

(iii) The Credit Payment will be sent by an ACH to Merchant's bank account or, if Merchant enrolls in EasyPay's "**Network Payment Program**" (as described in (iii) below), the Credit Payment less the Discount, if applicable, (the "**Network Payment Program Payment**") will be sent to Merchant by delivery of funds through the payment network selected by EasyPay, including, without limitation, the VISA payment network (the "**Network**") and the Discount, if applicable, will thereafter be immediately due and payable from Merchant to EasyPay. EasyPay may initiate a payment from Merchant's bank account or submit an invoice, payable within five (5) business days, for any applicable Discount owing on the Credit Sale under the Network Payment Program.

(iv) Under the Network Payment Program:

(1) EasyPay will provide the Customer a Network access number and the Customer will then provide the Network access number to Merchant.

(2) Merchant will initiate payment of the Network Payment Program Payment through the Network, in accordance with Network rules and procedures.

(3) The bank that has provided the Network access number will both authorize and initiate payment to Merchant of the Network Payment Program Payment, also in accordance with Network rules and procedures.

(v) Merchant understands and agrees that payments under the Network Payment Program will not be initiated with Customer funds and accordingly will not be debit card transactions under Applicable Law but will nevertheless be subject to the same Network fees and rules as debit card transactions. This means that Merchant will be subject to interchange and other fees on the Network Payment Program Payment and agrees not to pass on these fees to the Customer. Merchant agrees not to characterize the Network access number as a "gift" card or "prepaid" account.

(vi) Upon initiation of payment of the Credit Payment (or the Network Payment Program Payment) to Merchant, Merchant shall be deemed fully paid for its Products and the Credit Sale Agreement and Customer shall have no further obligation to Merchant and instead shall owe EasyPay on the Credit Sale Agreement all without the necessity of any further action on the part of any party (including, without limitation, the execution and/or delivery of a bill of sale or similar instrument).

(e) **Eligible Products.** Merchant will only offer the Credit Sale to Customers purchasing Products approved by EasyPay (the "**Eligible Products**"). Eligible Products may change from time to time at EasyPay's sole discretion and without notice. All Eligible Products must be evidenced by an invoice that Merchant must promptly, and in no event more than twenty-four (24) hours after application acceptance, provide to EasyPay. Merchant shall be fully responsible for any transactions involving Products for the Program. Notwithstanding the foregoing, to the extent that the Merchant's Product relates to pets, Merchant must review and agree to additional terms found in the Pet Rider attachment provided by EasyPay.

(f) **Product Delivery**. Merchant shall deliver and provide all Products reflected in any invoice provided to Customer, in accordance with the Credit Sale, on the date of the Credit Sale Agreement (or for any Products to be provided on a delayed basis, within thirty (30) days after the date of the Credit Sale Agreement).

(g) **Additional Representations, Warranties and Covenants.** In addition to any other representations, warranties and covenants set forth in this Agreement, Merchant makes the following representations, warranties and covenants as to each Credit Sale at the time of the sale and assignment of the Credit Sale:

(i) At all relevant times, each Credit Sale Agreement was owned by Merchant free and clear of any and all interests held by third parties, including, but not limited to, assignments, security interests, encumbrances, claims, liens and levies.

(ii) No Credit Sale Agreement is (i) subject to any claim, dispute or offset relating to the Product or the performance by Merchant of its obligations with respect thereto, (ii) rendered invalid or unenforceable as a result of any action or omission by Merchant, or (iii) subject to any claim, dispute or offset of any kind by the Customer including, but not limited to, any claim, dispute or offset relating to identity theft.

(iii) Merchant has and shall have full power and authority to enter into, sell, transfer and assign any Credit Sale Agreement. By signing the Agreement, the Merchant authorized representative agrees to be the Merchant’s signatory for the Credit Sale Agreement. Merchant will further ensure the signature on file is accurate and complete at all times.

(iv) In the event the Cash Price of the financed Product exceeds the amount financed set forth in the Credit Sale Agreement, Merchant shall have received the difference (and only the difference) of the two as a Down Payment, and shall not have financed such Down Payment.

(h) **Additional Indemnities.** In addition to any other indemnification and other obligations set forth in this Agreement, Merchant agrees to and does hereby indemnify, defend, and hold EasyPay, its affiliates and its owners, officers, directors, members, managers, employees and representatives harmless from and against any and all losses, liabilities, claims, actions, damages (whether actual, incidental, consequential, punitive or other), diminution of value, and expenses, including reasonable attorneys' fees, costs and disbursements, and whether or not involving a third-party claim, arising out of or relating to EasyPay's purchase of the Credit Sale Agreements pursuant to this Agreement.

(i) **Additional Default Rights**. Upon the occurrence of any event of default by Merchant under the Agreement, EasyPay shall be entitled to, as additional rights and remedies to any of its other rights or remedies to which it may be entitled to, in its sole discretion, (i) discontinue purchasing Credit Sale Agreements hereunder, including any Credit Sale Agreement for which EasyPay has approved a Credit Sale Application but not yet paid the Credit Payment, and (ii) to require Merchant to purchase or compensate EasyPay for any one or more Affected Transaction Agreements, each for the Affected Transaction Agreement Purchase Price. No right or remedy afforded EasyPay is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to every other right or remedy.

(j) **Purchases of Affected Transaction Agreements; Credits**. In addition to the indemnity rights provided elsewhere in the Agreement, EasyPay, on its own behalf or on behalf of Provider or any assignee of a Transaction Agreement, may require Merchant to purchase or otherwise compensate EasyPay for any Affected Transaction Agreement. The purchase price (the "**Affected Transaction Agreement Purchase Price**") shall equal: (i) the outstanding principal balance of the Affected Transaction Agreement as of the purchase date; less (ii) the Discount applicable to such Affected Transaction Agreement. The rights provided by this paragraph shall be exercised by delivery of a notice from EasyPay to Merchant of Merchants obligation to purchase or compensate EasyPay for an Affected Transaction Agreement, which notice shall specify in reasonable detail the basis for classifying the Transaction Agreement as an Affected Transaction Agreement. Upon Merchant's payment of the Affected Transaction Agreement Purchase Price, Merchant shall be deemed to have purchased the Affected Transaction Agreement without recourse. Notwithstanding the foregoing, in the event a Transaction Agreement becomes an Affected Transaction Agreement due to a Customer complaint and Merchant is able to resolve the Customer complaint to EasyPay's satisfaction, Merchant may require EasyPay to repurchase the Affected Transaction Agreement for the Affected Transaction Agreement Purchase Price. EasyPay may offset against any funds otherwise due from EasyPay to Merchant any amounts due under this Section 1(j) of this Program Exhibit.

(k) **Defective Product.** Should any Products under any Transaction Agreement become or be alleged to be defective within any warranty period, Merchant shall (i) correct such defects to Customer's or EasyPay's satisfaction and at Merchant's cost and expense within seven (7) days of notification to Merchant by EasyPay or Customer regardless of the terms and conditions of Merchant's warranty or return policy, or (ii) purchase, or otherwise compensate EasyPay for, the Transaction Agreement, without recourse, for the Affected Transaction Agreement Purchase Price (as defined in Section 1(j) of this Program Exhibit).

Addendum
Exhibit B
Credit Sale Transactions Program Exhibit
Merchant Guidelines

The following additional terms and conditions are incorporated into the Merchant Master Agreement currently in effect between Merchant and EasyPay (the "Agreement") and provide guidelines for the Merchant's participation in the Program ("Credit Sale Merchant Guidelines"). EasyPay may modify or amend the Merchant Guidelines at EasyPay's discretion and in accordance with the Agreement. Merchant ("you" or "your") agrees:

- To keep Ownership and Business/Company information up to date.
- To always require the Customer to complete all steps in the Credit Sale Transaction and to ensure no one else, including Merchant and Merchant Agents, complete any portion, including signing, of the Credit Sale Application and Credit Sale Agreement on the Customer's behalf.
- To be the originating creditor and enter into a retail installment contract with applicable Customers.
- To generate an invoice describing the Products and maintain this information in a form that can be retrieve upon EasyPay's request.
- To use all required terms, disclosures, and notices required by the Program and applicable law (including without limitation Consumer Protection Laws) in your documentation of the Credit Sale Transaction and the Product(s).
- To review notices and documentation sent or provided by email, text, or available in the Business Center or other online platform EasyPay provides for Merchant use, on a regular basis and to only modify any of your marketing materials, processes, or procedures as directed by EasyPay's notice.
- To participate in and ensure Merchant Agent participates in any EasyPay required training.
- Not to accept a Credit Sale Application or Credit Sale Agreement in a form not previously approved by EasyPay.
- Not to make any representations to the Customer regarding the Program that is not expressly set forth in the Credit Sale Agreement.
- Not to allow Merchant Agent or yourself to apply for or enter into a Credit Sale Transaction, except with respect to Merchant Agent who may request a waiver at EasyPay's sole discretion.

EXHIBIT C
LEASE-TO-OWN TRANSACTIONS PROGRAM EXHIBIT

THIS LEASE-TO-OWN TRANSACTIONS PROGRAM EXHIBIT (this "**Lease-to-Own Exhibit**") is issued pursuant to that certain Merchant Master Agreement by and between EasyPay and Merchant (the "**Agreement**"). For purposes of this Exhibit C, "Person Property" is defined as the products and services listed in the applicable *Rental-Purchase Agreement*, *Exhibit A*, *Invoice*. Any terms used but not otherwise defined herein shall have the meaning defined in the Agreement. **MERCHANT EXPRESSLY UNDERSTANDS AND AGREES THAT TRANSACTIONS UNDER THIS LEASE-TO-OWN EXHIBIT ARE LEASE TRANSACTIONS AND NOT CREDIT TRANSACTIONS. ACCORDINGLY, CUSTOMERS WILL NOT OWN PERSONAL PROPERTY AFTER ANY POINT-OF-SALE TRANSACTION.**

1. Lease-to-Own Transactions. Under the Program, and subject to the terms and conditions provided in this Lease-to-Own Exhibit, Customers may identify certain Personal Property, as applicable, for EasyPay to purchase from Merchant and that EasyPay will in turn lease to Customers ("**Lease**"). With respect to each Lease, the following terms and conditions shall apply:

(a) **Evidence of Lease.** Each Lease will be evidenced by a rental - purchase agreement, lease purchase agreement or similar form of agreement (the "**LPA**") by and between the Customer and EasyPay.

(b) **Process for Application**. Customers will submit lease-to-own applications for Leases ("**Lease Applications**") for evaluation by EasyPay via EasyPay's online or mobile Program portal. EasyPay shall have no obligation to purchase any Personal Property from Merchant, to approve a Lease or otherwise enter into an LPA with any Customer.

(c) **Application Acceptance; Purchase of Personal Property by EasyPay**. In the event a Lease Application is approved by EasyPay and the Customer pays any required processing or other fees (with such processing or other fees as selected by EasyPay from time to time) and executes all of the required Lease documents, including, without limitation, the LPA, then, contemporaneously with the Customer's execution and delivery of such documents to EasyPay, and purchasing by EasyPay of the Personal Property, Merchant agrees to sell and assign to EasyPay, and EasyPay agrees to purchase and receive assignment from Merchant, any Personal Property identified in the LPA and/or applicable Invoice (each a "**Purchase"**).

(d) **Discount.** EasyPay will communicate to Merchant from time to time about the Discount, as such Discount may be changed from time to time by notice from EasyPay to Merchant. Merchant shall provide any additional information reasonably requested by EasyPay. As used in this Lease-to-Own Exhibit, the "**Discount**" is the sum of any required processing fee (with such processing fee as selected by EasyPay from time to time) and a percentage discount against the cash price for the Personal Property that is the subject of a LPA, which will be deducted from the Purchase Price of any Purchase as set forth below.

(i) **Pricing.** EasyPay agrees to pay to Merchant for each Purchase, and Merchant agrees to accept as full payment for Purchase, a payment amount from EasyPay (the "**Purchase Payment**") equal to (a) the cash price for the Personal Property, (the "**Product Price**"), less any Discount, if any, communicated to Merchant by EasyPay (collectively, the "**Purchase Price**"). EasyPay shall use commercially reasonable efforts to pay Merchant the Purchase Price within one (1) business day (excluding holidays) after the later of: (a) EasyPay's receipt of written confirmation from Merchant that Merchant has delivered the applicable Personal Property to the Customers satisfaction; and (b)

Customer's execution and delivery of the LPA associated with such Purchase. However, EasyPay's obligations under this Program Exhibit are subject to EasyPay's confirmation of all of the following:

(1) The Customer's payment of any required processing fee (with such processing as selected by EasyPay from time to time) and Merchant agrees, upon the instruction of EasyPay, to collect the processing fee from the Customer on behalf of EasyPay. The processing fee is assessed only on approved LPA applications and is nonrefundable.

(2) The Customer's execution of the LPA.

(3) Merchant delivery and provision of all Personal Property reflected in any invoice provided to EasyPay, in accordance with the LPA, and within 30 days of consumer's execution of the LPA (the "Merchant Deadline").

(4) Merchant's delivery to EasyPay of its invoice or other written agreement for the Personal Property.

(5) The invoice's consistency with the LPA.

(6) Merchant's delivery of any additional required documentation (for example, a legible copy of the Customer's photo identification).

(ii) The Purchase Payment will be sent by an ACH to Merchant's bank account or, if Merchant enrolls in EasyPay's "**Network Payment Program**" (as described in (iv) below), the Purchase Payment less the Discount, if applicable, (the "**Network Payment Program Payment**) will be sent to Merchant by delivery of funds through the payment network selected by EasyPay, including, without limitation, the VISA payment network (the "**Network**") and the Discount, if applicable, will thereafter be immediately due and payable from Merchant to EasyPay. EasyPay may initiate a payment from Merchant's bank account or submit an invoice, payable within five (5) business days, for any applicable Discount owing on the Lease under the Network Payment Program.

(iii) Under the Network Payment Program:

(1) EasyPay will provide the Customer a Network access number and the Customer will then provide the Network access number to Merchant.

(2) Merchant will initiate payment of the Network Payment Program Payment through the Network, in accordance with Network rules and procedures.

(3) The bank that has provided the Network access number will both authorize and initiate payment to Merchant of the Network Payment Program Payment, also in accordance with Network rules and procedures.

(iv) Merchant understands and agrees that payments under the Network Payment Program will not be initiated with Customer funds and accordingly will not be debit card transactions under Applicable Law but will nevertheless be subject to the same Network fees and rules as debit card transactions. This means that Merchant will be subject to interchange and other fees on the Network Payment Program Payment and agrees not to pass on these fees to the Customer. Merchant agrees not to characterize the Network access number as a "gift" card or "prepaid" account.

(v) Upon initiation of payment of the Purchase Payment (or the Network Payment Program Payment) to Merchant, Merchant shall be deemed fully paid for its Personal Property and Customer shall have no obligation to Merchant and instead shall only owe EasyPay as set forth in LPA all without the necessity of any further action on the part of any party (including, without limitation, the execution and/or delivery of a bill of sale or similar instrument).

(e) **Merchant Staff Training**. Merchant will cause all of its staff who play a role in the offering or facilitating Leases under the Program to (a) receive training offered by EasyPay to ensure a clear understanding of the Lease Program policies and procedures and how it differs from credit programs, and (b) to review and comply with the policies, procedures and other information set forth in the Business Center from time to time.

(f) **Eligible Personal Property.** Merchant will only offer the Lease Program to Customers purchasing Personal Property approved by EasyPay (the "**Eligible Products**"). Eligible Products may change from time to time at EasyPay's sole discretion and without notice. All Eligible Products must be evidenced by an invoice that Merchant must promptly, and in no event more than twenty-four (24) hours after application acceptance, provide to EasyPay. Merchant shall be fully responsible for any transactions involving Personal Property that do not qualify for the Program.

(g) **Personal Property Delivery.** Merchant shall deliver and provide all Personal Property reflected in any invoice provided to EasyPay, in accordance with the LPA by the Merchant Deadline. To the extent all applicable Personal Property is not delivered by the Merchant Deadline, the applicable LPA transaction, or, at EasyPay's sole discretion, the portion of the LPA applicable to the undelivered Personal Property, will be deemed cancelled and EasyPay will not no obligation to make any payment, including, but not limited to, the Purchase Price, to Merchant.

(h) **Personal Property Returns.** With the exception of Personal Property warranties, Merchant acknowledges and agrees that, during the term of any LPA, (i) Customers must initially communicate requests related to the return of Personal Property leased under the Program to EasyPay; and (ii) Merchant will only process or accept returns of Personal Property leased under the Program at EasyPay's sole discretion as owner of the applicable Personal Property, regardless of Merchant's standard return policy. Merchant will otherwise (i) honor its standard return and refund policies for Personal Property regardless of whether returned by a Customer or EasyPay; and (ii) and will process and accept any warranty claims as they arise. In addition, Merchant acknowledges that a Customer may cancel any Lease at any time without penalty prior to taking possession or during the course of the Lease. If a Personal Property subject to a Lease is returned by a Customer to Merchant prior to funding, Merchant agrees no payment is required from EasyPay. Merchant acknowledges that should a transaction require any refund or credit, the refund or credit will be paid to EasyPay and not the Customer.

Merchant may permit a Customer to cancel an order before the earlier of the date the Personal Property is shipped or is delivered to the Customer. Merchant shall not impose any fee against Customer for exercising a cancellation right. At the end of any Lease term, the Customer will have the option to either arrange with EasyPay for the return of the Personal Property to EasyPay or to purchase the Personal Property from EasyPay. At the request of EasyPay, Merchant agrees to act as EasyPay’s agent for the purpose of receiving any Personal Property EasyPay is receiving from a Customer, regardless of the reason.

(i) **No Combined Transactions.** Merchant agrees not to combine a Lease with other lease products or financing of the same Goods or Services that are subject to a Lease.

(j) **Additional Representations, Warranties and Covenants.** In addition to any other representations, warranties and covenants set forth in this Agreement, Merchant makes the following representations, warranties and covenants as to each Lease at the time of the origination of the Lease and the time of the sale and assignment of the Personal Property:

(i) Merchant will clearly and conspicuously disclose to Customers that transactions under this Lease-to-Own Exhibit are Lease transactions. Under no circumstances will Merchant represent or imply that a Customer subject to a Lease has made a purchase on credit or that such Customer will otherwise own the Personal Property after the Purchase occurs.

(ii) Merchant will not complete a Lease transaction unless and until a Purchase has been made by EasyPay or the ownership or title to the applicable Personal Property has otherwise passed to EasyPay.

(iii) At all relevant times, each Personal Property was owned by Merchant free and clear of any and all interests held by third parties, including, but not limited to, assignments, security interests, encumbrances, claims, liens and levies.

(iv) No Personal Property is (i) subject to any claim, dispute or offset relating to the Personal Property or the performance by Merchant of its obligations with respect thereto, (ii) rendered invalid or unenforceable as a result of any action or omission by Merchant, or (iii) subject to any claim, dispute or offset of any kind by the Customer including, but not limited to, any claim, dispute or offset relating to identity theft.

(v) Merchant has and shall have full power and authority to enter into enter into, sale, transfer and assignment of any Personal Property.

(k) **Additional Indemnities**. In addition to any other indemnification and other obligations set forth in this Agreement, Merchant agrees to and does hereby indemnify, defend, and hold EasyPay, its affiliates and its owners, officers, directors, members, managers, employees and representatives harmless from and against any and all losses, liabilities, claims, actions, damages (whether actual, incidental, consequential, punitive or other), diminution of value, and expenses, including reasonable attorneys' fees, costs and disbursements, and whether or not involving a third-party claim, arising out of or relating to EasyPay's origination of the LPA and the purchase of the Personal Property from Merchant pursuant to this Agreement.

(l) **Additional Default Rights.** Upon the occurrence of any event of default by Merchant under the Agreement, EasyPay shall be entitled to, as additional rights and remedies to any of its other rights or remedies to which it may be entitled to, in its sole discretion, (i) discontinue origination of LPAs and the purchase of Personal Property from Merchant hereunder, including any LPA or any agreement for the purchase of a Personal Property for which EasyPay has approved a Lease Application but not yet paid the Purchase Payment, and (ii) to require Merchant to purchase or compensate EasyPay for any one or more Affected Transaction Agreements, each for the Affected Transaction Agreement Purchase Price. No right or remedy afforded EasyPay is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to every other right or remedy.

(m) **Purchases of Affected Transaction Agreements; Credits**. In addition to the indemnity rights provided elsewhere in the Agreement, EasyPay, on its own behalf or on behalf of Provider or any assignee of a Transaction Agreement, may require Merchant to purchase or otherwise compensate

EasyPay for any Affected Transaction Agreement. The purchase price (the "**Affected Transaction Agreement Purchase Price**") shall equal the Purchase Payment of the Affected Transaction Agreement as of the purchase date.; The rights provided by this paragraph shall be exercised by delivery of a notice from EasyPay to Merchant of Merchants obligation to purchase or compensate EasyPay for an Affected Transaction Agreement, which notice shall specify in reasonable detail the basis for classifying the Transaction Agreement as an Affected Transaction Agreement. Upon Merchant's payment of the Affected Transaction Agreement Purchase Price, Merchant shall be deemed to have purchased the Affected Transaction Agreement without recourse. Notwithstanding the foregoing, in the event a Transaction Agreement becomes an Affected Transaction Agreement due to a Customer complaint and Merchant is able to resolve the Customer complaint to EasyPay's satisfaction, Merchant may require EasyPay to repurchase the Affected Transaction Agreement for the Affected Transaction Agreement Purchase Price. EasyPay may offset against any funds otherwise due from EasyPay to Merchant any amounts due under this Section 1(m) of this Program Exhibit.

(n) **Defective Product.** Should any Personal Property under any Transaction Agreement become or be alleged to be defective within any warranty period, Merchant shall (i) correct such defects to Customer's or EasyPay's satisfaction and at Merchant's cost and expense within seven (7) days of notification to Merchant by EasyPay or Customer regardless of the terms and conditions of Merchant's warranty or return policy, or (ii) purchase, or otherwise compensate EasyPay for, the Transaction Agreement, without recourse, for the Affected Transaction Agreement Purchase Price (as defined in Section 1(m) of this Program Exhibit).

Addendum
Exhibit C
Lease-to-Own Transactions Program
Merchant Guidelines

The following additional terms and conditions are incorporated into the Merchant Master Agreement currently in effect between Merchant and EasyPay (the "Agreement") and provide guidelines for the Merchant's participation in the Program ("Merchant Guidelines"). EasyPay may modify or amend the Merchant Guidelines at EasyPay's discretion and in accordance with the Agreement. Merchant ("you" or "your") agrees:

- To keep Ownership and Business/Company information up to date.
- To always require the Customer to complete all steps in the Application, Transaction Request, and Transaction Agreement and to ensure no one else, including Merchant and Merchant Agents, completes any portion, including signing, of the Customer's documentation on the Customer's behalf.
- To sell to EasyPay only the Personal Property(s) your Customers agree they want.
- To generate an invoice to EasyPay describing the Personal Property(s), including whether new or used.
- To charge EasyPay only the price for Personal Property(s) and not add additional costs or fees.
- To use all required terms, disclosures, and notices required by the Program and applicable law (including without limitation Consumer Protection Laws) in your documentation of the Transactions and Personal Property(s).
- To review notices and documentation sent or provided by email, text, or available in the Business Center or other online platform EasyPay provides for Merchant use, on a regular basis and to only modify any of your marketing materials, processes, or procedures as directed by EasyPay's notice.
- To participate in and ensure Merchant Agent participates in any EasyPay required training.
- Not to accept an Application, Transaction Request, or Transaction Agreement in a form not previously approved by EasyPay.
- Not to make any representations to the Customer regarding the Lease-to-Own Transaction Program that is not expressly set forth in a Transaction Agreement.
- Not to allow Merchant Agent or yourself to apply for or enter into a Transaction, except with respect to Merchant Agent who may request a waiver at EasyPay's sole discretion.

ACH AUTHORIZATION AGREEMENT

Company Name:	Federal Tax ID Number:

☑ AUTO MATIC DEPOSITS

I hereby authorize Duvera Billing Services, LLC (hereinafter called COMPANY), and its assignee to initiate credit entries and, if necessary, debit entries and adjustments for any credit entries in error to my (our) Checking Account at the depository institution indicated below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

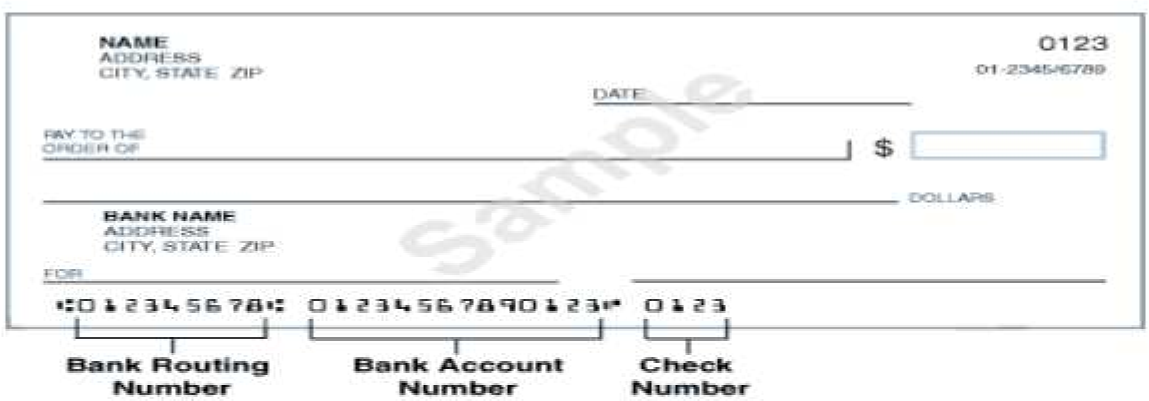
Name (as it appears on check): ____

Bank Name: __________________________________

City/State: ____________

Bank Routing: _________________________________

Account Number: ______________________________



This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name (Please Print)	
Signature	Dated