



## Eligible Merchant Agreement

### Merchant Order Form 1.

This form and agreement are made pursuant to clause 3.2 of the Partner Integration Agreement between Tua Financial Technologies Ltd., Canadian corporation of Tua Financial Technologies Holdings Inc. (“TUA”) and TRX.

**Merchant Legal Name:** (“Merchant”)

**Doing Business As:**

**Merchant URL(s):** (“Sites”)

**Merchant Locations:** Merchants physical retail stores as mutually agreed by the parties and as updated from time to time in writing (“Locations”)

**Merchant Address**

Street:

City/State:

Zip Code:

**Merchant Primary Contact**

Name:

Email:

DOB:

Social Security Number:

Financial Institution Name	
Name on Account	Account Type
Transit/ABA Number (9 Digits)	Account Number

Merchant Launch Date:	
TUA Product:	Buy Now, Pay Later Interest-Bearing Installment Loans



This Order Form No. 1 and all other Order Forms to be executed by and between TUA and Merchant shall be effective as of the last date of signature below (the “Effective Date”) and incorporate by reference and shall be governed by the terms and conditions of the Eligible Merchant Agreement attached hereto as Exhibit A.

## I. Fees

Merchant shall pay TUA a percentage of the gross dollar amount of a Successful Transaction (as defined in the Agreement) (the “Fees”) for consumer credit and loans as described below.

### (a) Fees for Successful Transactions

Terms	% Purchase Amount of a Successful Transaction
Buy Now, Pay Later	4.25%
Interest bearing installment loans	
6 Months	4.25%
12 Months	6.00%
18 Months	8.00%
24 Months	12.00%
36 Months	14.00%
0% Promotional Product	
6 Months Go-Forward	10.00%
12 Months Go-Forward	10.00%
6 Months Deferred	5.00%
12 Months Deferred	8.00%

### (b) Fee

TUA shall pay the Merchant the Successful Transaction dollar amount less the amount as described in Section 1(a) of this Order Form No. 1 within 3 days of the Successful Transaction date, provided that Merchant complies with the terms and conditions of this Agreement.

### (c) Refunds and Reimbursement

For each Successful Transaction where the Merchant provides a refund to the Customer, the Merchant shall reimburse TUA the refunded amount provided to the Customer and the Merchant shall not be entitled to the original transaction Fee in payment of the Services.

## II. Additional Terms

**(a) Data Sharing / Performance.** During the Term, Merchant shall provide TUA with monthly reports with certain transactional data resulting from the Services, including but not limited to records pertaining to its receipt and handling of transactions processed through the



Services and other applicable data agreed upon by the parties, all of which constitutes Merchant's Confidential Information.

**(b) Deployment and Feedback.** Merchant agrees to provide reasonable written feedback to TUA about the Services. Merchant further agrees that TUA may use any comments, ideas or other feedback about the Services submitted by Merchant without restriction or compensation to Merchant and that any derivative works created by TUA which incorporate such comments, ideas or feedback submitted by Merchant shall be owned by TUA and considered TUA IP pursuant to Section 8(c) of the Agreement, except to the extent the same contains Merchant's Confidential Information.

**(c) Merchant's Responsibilities**

(i) TUA shall provide Merchant with the appropriate information, training materials, associated marketing materials, templates, and language for the purposes of promoting the Services in accordance with applicable laws and regulations, provided that the form and content of all customer-facing marketing must be agreed upon by the parties (collectively, "Marketing Materials"). Merchant shall comply with all specifications and instructions in such Marketing Materials and all trainings provided by TUA.

(ii) Merchant shall not make any statements, commitments, representations or warranties with respect to TUA, or to the Services, to any third party except as authorized in advance and in writing by TUA or derived from and consistent in all respects with Marketing Materials provided to Merchant by TUA.

(iii) Before implementing any incentive program related specifically to the Services (which for clarity excludes Merchant's standard employee sales commission plans in effect from time to time), Merchant shall obtain the prior written consent of TUA (which consent shall not be unreasonably delayed or withheld).

(iv) Merchant shall not permit Merchant employees or representatives to promote the Services prior to completing all required training provided by TUA. Merchant shall be solely responsible for ensuring that its employees and representatives complete all required training and comply with the content provided in the Marketing Materials and all such trainings.

(v) TUA reserves the right to perform unscheduled and/or anonymous testing to confirm Merchant's compliance with the requirements of the Services.

(vi) Merchant shall, upon TUA's reasonable request, provide written confirmation that the Merchant employees engaged in the Services have completed TUA's required training, and other reasonable information requested by TUA.

(vii) All terms and conditions of this Agreement and this Order Form No. 1 shall apply to the Locations as defined herein.



---

(viii) Merchant shall offer TUA Services only to consumers considering Chiropractic treatment as defined the Agreement below.

I hereby represent that I am an authorized signatory of the respective entity below and have read, understood, and agree to be bound by the terms of this Order Form No. 1 and the Agreement.

**[LEGAL BUSINESS NAME]**

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

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

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

Date: \_\_\_\_\_



---

Exhibit A

ELIGIBLE MERCHANT AGREEMENT

This Eligible Merchant Agreement, including the attached exhibits and all documents incorporated by reference (collectively, the “Agreement”), is made and entered into as of [Insert Date of Signature] (“the Effective Date”) by and between [Insert Merchants Legal Name] (“Merchant”) and Tua Financial Technologies Holdings Inc., a Delaware corporation (together with its subsidiaries, “TUA”), and sets forth the terms and conditions under which TUA authorizes Merchant to market and offer the Services, as defined herein. This Agreement is effective as of the Effective Date and includes: (1) Exhibit A – this Merchant Agreement; (2) Exhibit B – TUA Customer Dispute Resolution Procedures; Exhibit C – Prohibited Business Policy. All applicable Order Forms between the parties are incorporated into and automatically become a part of this Agreement. In the event of a conflict between the terms of an Order Form and the other terms of the Agreement, the terms of the Order Form will prevail with respect to the subject matter thereof.

1. Introduction

TUA provides point of purchase “finance to pay” technology platform connecting merchants, consumers, and financial partners to offer certain consumer financing payment options, including, but not limited to, unsecured credit, closed-end installment loans, and payment deferral options (collectively, “Flexible Payment Options”) with interest rates no greater than a 30% annual percentage rate (“APR”) through TUA’s proprietary financial platform and related application programming interfaces (“APIs”) (collectively, the “Services”).

Merchant wishes to offer certain of TUA’s Services to qualifying persons seeking to finance the purchase of certain Chiropractic goods or services offered and sold by Merchant (“Customers”). As of the Effective Date, the intent of the parties is to offer Flexible Payment Options to Customers, with Merchant paying TUA in the form of Fees as set out in the Order Forms in this Agreement. For the purposes hereof, Chiropractic treatment is a treatment focused on the diagnosis, treatment, and prevention of mechanical disorders of the musculoskeletal system, particularly the spine. Merchant understands and agrees that treatment goods and services for regenerative health and weight loss are expressly excluded from this Agreement and TUA shall have no responsibility or obligation to accept credit applications other than for Chiropractic Services.

Merchant acknowledges that payment for a Customer’s goods or services shall be made directly to Merchant by a financial partner and not by TUA. Merchant further acknowledges that financial partner shall be the creditor for all Flexible Payment Options at origination, and that TUA shall cause payment to be made by the financial partner to Merchant by submitting transaction information to financial partner pursuant to its agreement with the applicable financial partner.

TUA agrees to make the Services described in the one or more order forms executed by the parties (each, an “Order Form”) available to Customers in accordance with this Agreement. The use of the



Services is limited to certain states and/or territories in the United States and United States territories where TUA makes the Services available at TUA's sole discretion (the "Territory").

## 2. Terms and Conditions of Merchant Participation

- (a) As of the Effective Date, TUA's risk and compliance department has evaluated and approved Merchant for the products contemplated by this Agreement and the Order Form including Merchants legal status, history of litigation involving the Merchant, any consumer compliant history against the Merchant, Merchants overall financial health, and any other information reasonably requested by TUA.
- (b) Merchant represents that Merchant's primary contact listed on the Order Form hereto is Merchant's representative with full authority to act on Merchant's behalf with respect to the day-to-day matters involving the Services and shall remain so until Merchant provides written notification to TUA of any changes thereto.
- (c) During the Term of this Agreement, as long as TUA is providing Services in accordance with this Agreement, Merchant will not contract with another Buy Now, Pay Later point of purchase financing competitor of TUA.
- (d) Merchant and TUA agree to the Customer Dispute Resolution Procedures attached hereto as Exhibit B, as may be updated from time to time by TUA with thirty (30) day's written notice to the Merchant.
- (e) Merchant agrees that the types of items set out in Exhibit C and as updated from time to time with at least thirty (30) days' written notice by TUA to Merchant, shall be ineligible for the Services ("Prohibited Business").
- (f) Merchant agrees to provide TUA thirty (30) days' prior written notice in the event that it materially modifies any provisions contained within its Terms of Service.

## 3. Merchant Responsibilities

- (a) Merchant shall be responsible for establishing and maintaining a United States depository account ("Bank Account") in good standing. Merchant does hereby authorize TUA Financial Technologies Holdings Inc ("TUA") to electronically credit and debit via ACH Merchant's above bank account in TUA's performance under to the terms stated in this Eligible Merchant Agreement. Merchant understands and agrees that this authorization will remain in full force and effect until Merchant provides ten (10) business days prior written notice to TUA that Merchant is revoking this authorization. TUA needs reasonable prior written notice to clear out pending transactions and effectuate termination of the ACH authorization.

The above signing person does represent and warrant that they are authorized on Merchant's behalf to execute this ACH debit and credit payment authorization for the purpose of ACH



---

authorization under this Eligible Merchant Agreement. The above signing person does hereby indemnify and hold TUA and the TUA's bank harmless from and against any damage, loss or claim resulting from all actions taken pursuant to this authorization.

- (b) Merchant shall be responsible for taking such actions as are reasonably requested by TUA to integrate the Services with Merchant's sales processes or to effectuate the implementation of such Services through a mutually acceptable platform.
- (c) Merchant may not impose on a Customer any surcharge, fee or other amount solely because a Customer has used the Services in connection with a purchase without the express written consent of TUA.
- (d) Merchant shall be responsible for maintaining commercially reasonable business practices consistent with the industry standards applicable to Merchant as related to Merchant's shipping and service fulfillment obligations arising from Merchant's contractual relationships with Customers. This shall include, but not limited to, providing goods and services financed through the TUA platform as such time or times as provided under its agreements with Customers following a Successful Transaction (as defined herein). Merchant will provide TUA with shipping carrier and tracking information upon request.
- (e) Merchant shall be responsible for maintaining a refund and return policy that is clearly and conspicuously displayed to or otherwise easily accessible by Customers prior to the completion of checkout. Merchant shall provide TUA a written copy of the refund and return policy that is provided to Customers.
- (f) Merchant shall keep complete and accurate books and records pertaining to its receipt and handling of transactions processed through the Services.
- (g) Merchant shall be responsible for using reasonable efforts to cooperate with TUA marketing and promotional campaigns related to the Services.
- (h) Merchant agrees that the rights and obligations set forth in this Agreement shall apply to all Sites and Locations listed in the applicable Order Form at which the Merchant offers the Services.
- (i) Merchant agrees to comply with all laws and regulations applicable to Merchant's business, including any policies, procedures, and requirements set by TUA (including abiding by TUA's marketing guidelines and satisfying TUA's compliance training requirements, as referenced in Order Form 1.)
- (j) Merchant shall offer TUA Services only to consumers considering Chiropractic treatment.

#### 4. TUA Responsibilities



- (a) TUA shall be responsible for providing to the Merchant the Services as described in this Agreement, the Exhibits, and the Order Form(s).
- (b) TUA shall be responsible for providing Merchant with information, tools or services necessary for Merchant to integrate TUA's Services, including any corresponding production software key, in a timely manner so as to achieve Merchant's desired launch date, and taking such actions as are reasonably requested by Merchant to facilitate Merchant's implementation and maintenance of Services, at no additional cost to Merchant.
- (c) TUA shall be responsible for operating and administering the financing program(s) through the Services hereunder, including without limitation, establishing and maintaining borrower terms and credit criteria together with its financial partner, in compliance with this Agreement.
- (d) TUA shall be responsible for providing reasonably requested assistance (including complete and accurate documentation) to Merchant in a timely manner to support the integration and implementation of the Services on Merchant's e-commerce platforms and other necessary information technology activities of Merchant related to the Services under each applicable Order Form, at no additional cost to Merchant.
- (e) TUA shall be responsible for being available for periodic meetings, as may be reasonably requested by the Merchant, to discuss roadmaps for future improvements or extensions to the Services.
- (f) TUA shall be responsible for complying with and ensuring that the Services (including all marketing activities conducted hereunder) comply with, all applicable laws and regulations. This includes, without limitation, the obligation to ensure that all credit-related advertising and disclosures, and all notices and disclosures relating to loan applications, are delivered, and made in compliance with applicable laws and regulations.

## 5. Fees and Payments for TUA Services

### 5.1 Fees

- (a) Fees are calculated as a percentage of the gross dollar amount of sales approved by TUA to be financed through a Flexible Payment Option and Captured (defined below) by the Merchant ("Successful Transaction"). A sale is "Captured" by the Merchant (i.e., the Merchant becomes entitled to the payment for the value of the sale) when Merchant (a) acknowledges to TUA that a pending credit transaction with the Customer was created through TUA platform; and (b) agrees to fulfill the pending transaction.
- (b) Merchant shall pay to TUA certain fees based on conditions set forth in the applicable order forms ("Fees") which may be credited by TUA against amounts payable to Merchant pursuant to this Agreement.





## 5.2 Returned Products and Cancelled Services: Refunds

- (a) TUA shall not hold any Customer liable for any amount arising from the Customer's purchase if Customer provides documentary evidence showing that the product in question was returned to Merchant (or, in the case of services, cancelled) in accordance with Merchant's stated return or cancellation policy and TUA confirms the validity of that return by contacting the Merchant.
- (b) In the event that a purchase is returned to Merchant by a Customer, or a service is cancelled, or TUA determines that the goods or services are not Chiropractic treatment, following a Successful Transaction or when Merchant otherwise determines that a refund is owed to a Customer (which, for clarity, may include warranty and "customer satisfaction" returns or cancellation of services that Merchant issues in its discretion outside of Merchant's stated return or cancellation policy), Merchant shall (a) promptly process such refund owed to the customer, (b) notify TUA the amount of such refund within three (3) days from processing the refund to the customer, and (c) upon receipt of an invoice from TUA for the amount owing due to the refund, pay TUA that amount within 30 days of the date of the invoice. In the case of partial refunds, except for non-Chiropractic treatment, Merchant shall be solely responsible for determining the amount such refund to the Customer and shall be solely liable for any dispute with Customer relating thereto.
- (c) For each Successful Transaction where the Merchant provides a refund to the Customer, the Merchant shall reimburse TUA the Successful Transaction amount and the Merchant shall not be entitled to the original transaction Fee in payment of the Services.
- (d) If TUA terminates Services for nonpayment by the Merchant of any invoiced amount, TUA shall not be considered in default of any Services not performed as of the termination date and will have no liability to the Merchant for such unperformed Services.

## 5.3 Payout Schedule

- (a) Once Merchant's Bank Account information has been reviewed and verified by TUA, TUA will begin making periodic payments to Merchant in accordance with the Agreement. TUA will cause a contracted financial partner to initiate transfer of Settlement Funds (defined below) to Merchant's Bank within three (3) Business Days of Successful Transaction (the "Payout"). The applicable "Settlement Funds" shall consist of the total dollar amount of Successful Transaction not included in the previous payments to Merchant by TUA, less any fees provided for in Order Form 1.
- (b) In the event that Merchant disputes the calculation of any amounts payable under an applicable Order Form and this Agreement, Merchant may invoke the dispute resolution process in section 5.4(b) of the Agreement.



- 
- (c) In an instance where TUA is owed any full or partial Payout amount of a Successful Transaction because of a Merchant's refund to a Customer, Merchant shall pay undisputed amounts owed to TUA through an agreed payment method between the parties to TUA within thirty (30) days of the date of an invoice issued by TUA to the Merchant.
  - (d) TUA reserves the right to suspend Payouts to Merchant's Bank Account should TUA determine, in its sole reasonable discretion, that such action is necessary due to (1) a significant increase in formal Merchant Disputes (as defined in Exhibit B) or other fraudulent activity associated with Merchant's use of the Services (not including fraudulent activity of any Customer), (2) Merchants failure to return the Payout amount owing to TUA due to a refund or (3) if required by law or court order.

#### 5.4 Audit Rights and Disputes

- (a) Each party will keep complete and accurate books and records pertaining to its receipt and handling of transactions processed through the Services. The term books and records also include any financial reports or other transactional documentation generated through the use of the Services. During the Term of this Agreement and for a period of six (6) months after its termination, TUA shall have the right to audit those books and records of the Merchant that are directly relevant to verifying the accuracy of the payments made by TUA to Merchant and any Fees or other amounts payable by Merchant to TUA hereunder. Such audit shall occur at the discretion of TUA no more than once in a six (6) month period, at the place where the party that is being audited maintains such records or electronically, during its normal business hours and with at least thirty (30) days' prior notice. During such audit, the Merchant shall allow a certified public accountant selected by TUA and reasonably acceptable to the Merchant being audited reasonable access to (including the right to make copies of) the books and records in accordance with the foregoing. The costs of such certified public accountant shall be borne by TUA unless it is determined that the amount payable to such party is more than five percent (5%) greater than the amount actually paid or credited to such party, in which case reasonable costs of such audit shall be paid by the party being audited. Auditors must agree to be bound to confidentiality obligations no less restrictive than those contained herein.
- (b) If any dispute arises under this Agreement, including, but not limited to, disputes relating to Fees, amounts withheld from payments by TUA and amounts payable to TUA with respect to customer disputes or indemnities, both parties agree to make a good faith effort to resolve the dispute within thirty (30) calendar days' written notice of such dispute. No action, suit, arbitration or other proceeding may be commenced (other than for undisputed amounts) before the parties have attempted to resolve the dispute pursuant to this provision unless immediate injunctive relief is being sought. All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to this Agreement, shall be finally settled by arbitration in accordance with Section 14 of this Agreement.



---

## 6. Fraudulent Transactions

- (a) TUA may, at its own discretion employ fraud detection technologies or other preventive tools in connection with the services, which are designed to provide TUA with increased transaction screening and fraud detection capabilities.
- (b) In the event TUA informs Merchant that a Customer transaction is fraudulent or likely fraudulent prior to Merchant shipping goods or providing services, and Merchant ships the goods or provides the services notwithstanding this information, Merchant is liable for any loss resulting from such transaction. Merchant shall be liable for all loss resulting from fraudulent misconduct of Merchant's employees, contractors, representatives, or agents. If Merchant or Customer changes product shipping details after a Successful Transaction, Merchant assumes the risk of loss of the value of the transaction unless such changes have received the prior written approval of TUA (such approval or non-approval to be communicated within 24 hours of its receipt of a request (or within 24 hours of the next Business Day when received on non-Business Days).

## 7. Independent Contractors: Responsibility for Employees

- (a) The parties to this Agreement are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, franchise or agency relationship between the parties. Neither party has the authority, without the other party's written approval, to bind or commit the other party in any capacity.
- (b) Each party agrees and acknowledges that its respective Personnel are not employees of the other party or any of its affiliates and are not eligible to participate in any of their employee benefit or similar programs. Each party shall be solely responsible for resolving all personnel issues and wages or salary matters pertaining to its Personnel and for all employment related claims by its Personnel, including claims for any benefits from the other party which may be afforded to such other party's employees, as well as immigrant and other employment related legal requirements which may arise in connection with this Agreement or any individual Order Form. "Personnel" shall mean with respect to either party, such party's directors, officers, agents, employees, temporary employees, consultants, and subcontractors.
- (c) Each party represents and warrants that, its Personnel shall be subject to appropriate pre-employment background investigations including criminal background checks, taking into consideration the confidential nature of the services to be performed and the risk and severity of the damage that might result from such party's negligence or willful misconduct ("Background Investigation"). Each party shall notify the other immediately upon becoming aware of any violation of this paragraph and cooperate fully with such other party in investigating any breach or alleged breach of this paragraph.



- (d) Each party retains responsibility under this Agreement and each Order Form for each of its Personnel's acts or omissions performed under this Agreement, as if such acts or omissions were performed by such party, and each party shall be fully liable to the other for the failure of any Personnel to comply with the terms of this Agreement or any individual Order Form.

## 8. License Grants and Intellectual Property

- (a) **API License.** During the Term and subject to the terms and conditions of this Agreement, TUA hereby grants Merchant a limited, revocable, non-exclusive, non-transferable license to access and integrate TUA's APIs in order to provide and to enable Customers to access, use, perform and display (publicly or otherwise) the Services in the Territory.
- (b) **Trademark License.** During the Term and subject to the terms and conditions of this Agreement, each party grants to the other party a limited, revocable, non-exclusive, non-transferable license and right to use, reproduce, display, distribute and transmit the other party's name, logo and any other trademarks, trade names, service marks, photographs, graphics, artwork, text and other content provided or specified by such party in any and all media formats, whether registered or unregistered, (collectively the "Marks") solely in connection with and solely to the extent reasonably necessary for the purposes of this Agreement. Any use of the Marks hereunder will be subject to branding guidelines that the owner of such Marks may impose from time to time. Use of the Marks does not create in either party's favor any right, title or interest in the Marks or any continuing rights to market or distribute the Services or otherwise use such Marks. All goodwill arising from the use of a party's Marks shall inure to the party that owns such Marks. Neither party shall register or apply for registration of any of the other party's Marks (or any similar trademarks, service marks or logos) for itself, or any other party. Each party agrees to reasonably cooperate with the other if the other party seeks to proceed with any infringement action regarding such rights, at such other party's expense.
- (c) **TUA Intellectual Property.** Merchant agrees and acknowledges that TUA is the exclusive owner of and retains all right, title, and interest in any and all software, technology or tools used by TUA to promote, market, sell, generate, or distribute the Services, including TUA's name, logo and any other trademarks or copyrighted material (collectively, "TUA IP"). Merchant may not, nor may Merchant allow any third party to (i) modify, translate, reverse engineer, decompile, disassemble, otherwise attempt to derive source code from, or create derivative works based on, TUA IP; (ii) make unauthorized copies of TUA IP; (iii) distribute or market the Services and any TUA IP, except to Customers, without TUA's prior written authorization; (iv) remove any proprietary notices, labels or Marks on or in any copy of the Services or TUA IP; (v) alter or remove any warranties, disclaimers, and license agreements shipped with the Services; or (vi) use the Services and TUA IP in any manner or for any purpose other than for which the Services and TUA IP have been incorporated or for which the Services and TUA IP have been provided.



- 
- (d) **Restrictions on Use of Services.** Merchant will not: (i) offer for sale or lease, sell, resell, lease or in any way transfer the Services; (ii) attempt to create a substitute or similar service through use of, or access to, the Services; (iii) access or use the Services in a way intended to avoid incurring fees, misrepresent usage or performance data, misrepresent transaction amount or item data, or misrepresent user information, or knowingly permit Customers and third parties to engage in such access or use.
- (e) **Reservation of Rights; No Publicity.** All rights not expressly granted herein are reserved to their respective owner. Except as may be expressly contemplated herein, TUA shall not use Merchant's name or Marks for any reason without Merchant's prior written consent in each instance.

## 9. Representation and Warranties

- (a) Each party hereto represents and warrants that:

(i) it is duly formed, validly existing, and in good standing under the laws of its state of incorporation or formation;

(ii) it has the right, power and authority to enter into this Agreement;

(iii) this Agreement has been duly and validly executed and delivered and constitutes legal, valid and binding obligations of each party;

(iv) it shall comply at all times with all applicable laws, rules and regulations in connection with carrying out its obligations contained herein; and

(v) as of the date the Services are made publicly available on Merchant's website, neither the execution, delivery or performance of this Agreement nor the consummation of the transaction contemplated hereby shall conflict with, result in a violation or breach of, or require the consent of any person under the terms, conditions or provisions of any contract, notice, indenture, license, permit, lease or any other instrument of such party.

- (b) Merchant represents, warrants and agrees, with respect to each Successful Transaction, that Merchant has the right to sell the goods or services delivered to Customer and shall warrant and defend such right against the claims and demands of all persons and Merchant is conveying good and valid title to the goods and services delivered to Customer, free and clear of all encumbrances, debts, mortgages, attachments, pledges, charges, claims, and liens of any kind.

## 10. Confidential Information and Privacy



- 
- (a) **Confidential Information.** In connection with the Services, a party (the “Receiving Party”) may receive or have access to confidential or proprietary information of the other party or its affiliates (the “Disclosing Party”), whether received or disclosed by such parties or their respective personnel, representatives, or other agents (collectively “Representatives”). As used in this Agreement, “Confidential Information” means any proprietary information, technical data, demographic information, Customer data, trade secrets or know-how, including but not limited to research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by either party either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment but excludes any such information that: (a) was lawfully in a party’s possession before receiving it from the other party; (b) is rightfully received from a third party without restriction and, to such party’s knowledge, without a breach of this Agreement; (c) is or becomes generally available to the public other than through a violation of this Agreement; or (d) was or is independently developed without use of or reference to the Confidential Information.
- (b) **Obligations of the Receiving Party.** The Receiving Party will: (a) keep the Confidential Information of the Disclosing Party confidential and not use or copy such Confidential Information other than as expressly authorized by the Disclosing Party and as permitted under this Agreement; (b) protect the Confidential Information of the Disclosing Party from unauthorized use disclosure by using at least the same degree of care as the Receiving Party employs to avoid such unauthorized use or disclosure, but in no event any less than reasonable care; (c) limit access to Confidential Information to those of its Representatives who need such access for purposes consistent with this Agreement and shall be responsible for any breach of this Section 10 by such Representatives. It is understood that each party’s Confidential Information shall remain the sole property of such party. In the event that the Receiving Party or any of its Representatives become legally compelled (by law, rule, regulation, subpoena, or similar court process) to disclose any Confidential Information of the Disclosing Party, the Receiving Party will, to the extent legally permissible, provide the Disclosing Party with notice of such circumstances and will limit such disclosure to only what, legal counsel for the Receiving Party advises, is specifically required by the law, rule, regulation, subpoena, or similar court process. This provision shall supersede any previous agreement, whether written or oral, between the parties hereto regarding Confidential Information. The terms and conditions of this Agreement shall be considered Confidential Information as to both parties.
- (c) **Privacy.** In the performing of its obligations under this Agreement, each party may create, receive or have access to information regarding customers, personnel and counterparties of the other party or such party’s affiliates that is of a personal, sensitive or confidential nature relating to a living person who can be identified from such information alone or when used in conjunction with other information available to such party (the “Personal Information”). Each Receiving Party shall comply with the provisions of all laws applicable to the privacy, protection and confidentiality of Personal Information of the other party, if obtained by such Receiving





Party, including customer and employee records (“Privacy Law(s)”). Without limiting the foregoing, each party will establish and maintain appropriate administrative, physical, and technological safeguards to protect the security, confidentiality and integrity of Personal Information of the other party. By way of illustration only, Privacy Law(s) include the Gramm-Leach-Bliley-Act, (“GLBA”) 15 U.S.C. § 6801, et seq., the Federal Trade Commission (“FTC”) Financial Privacy Rule, 16 C.F.R. § 313.1, et seq., the FTC Safeguards Rule, 16 C.F.R. § 314.1, et seq., the FTC Disposal Rule, 16 C.F.R. § 682.1, et seq., the Identity Theft Red Flag Rules, 16 C.F.R. § 681.1, et seq., the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, et seq., and Regulation V, 12 C.F.R. § 1022.1, et seq.

Except as otherwise agreed by the Parties in writing, TUA shall not provide to Merchant any sensitive financial information of Customers including, without limitation, Loan numbers, information provided by a consumer in a Loan application, information obtained by TUA or its financial partners in the course of underwriting a consumer’s Credit or Loan application, and “consumer reports” as defined in the FCRA (collectively, “Loan Information”). Merchant shall have no obligations to TUA under this Agreement or obligations under applicable law with respect to such Loan Information; provided, however, that Merchant shall not use the fact that a Customer financed his or her purchase with TUA to target that Customer with respect to marketing campaigns.

#### 11. Disclaimers

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING ITS PRODUCTS AND SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL CONDITIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED, EXCEPT TO THE EXTENT ANY SUCH EXCLUSION WOULD CONTRAVENE ANY APPLICABLE STATUTE.

#### 12. Indemnification

- (a) **General Indemnification.** Each party (the “Indemnifying Party”) agrees to defend and indemnify the other party, its affiliated and related entities, and any of their officers, directors, agents and employees (the “Indemnified Party”), from and against any third party claims, lawsuits, investigations, penalties, damages, liabilities, losses or expenses (including, but not limited to, reasonable attorney’s fees) (“Claims”) to the extent arising out of or relating to any of the following: (a) any material misrepresentation, breach or alleged breach of, or default in connection with any of the representations, warranties, or covenants of the Indemnifying Party contained in this Agreement; (b) any claim arising out of or relating to the goods or services provided by the Indemnifying Party (or the advertisement or marketing thereof, subject to the provisions herein), including but not limited to, any claims for false advertising, unfair business



practices, product defects, sales or distribution of Prohibited Items, personal injury, death or property damages.

- (b) **Intellectual Property Claims.** TUA shall defend and indemnify Merchant, at its own expense, from and against any Claim that the Services infringe any third-party's intellectual property rights ("IP Claims"). TUA shall have no obligation or liability with respect to any claim of infringement to the extent it is based, in whole or in part, upon the following (collectively, "Indemnity Exclusions") (i) the combination, operation or use of the Services with any hardware, software or other device supplied by a party other than TUA, and the claim would not have arisen but for such combination, operation or use; (ii) any modification of the Services by Merchant or its agents which is not pre-approved by TUA in writing; (iii) Merchant's failure to promptly update the Services (e.g., install a supported release) provided by TUA; (vi) use of the Services in breach of this Agreement; or (vii) Merchant's continued allegedly infringing activity after being notified thereof or of modifications that would have avoided the alleged infringement. TUA shall not be obligated or responsible for any settlement entered into without TUA's prior written consent. Should the Services become, or in TUA's opinion likely become the subject of an IP Claim, TUA, at its option, will, in addition to its other obligations hereunder, either (a) procure for Merchant the right to continue using the Services, (b) modify the Services to make it non-infringing provided the same functionality is maintained, or (c) terminate this Agreement as to the potentially infringing Services and refund Merchant the amortized fees paid under this Agreement for such potentially infringing Services.
- (c) **Indemnification Procedures.** The Indemnified Party's right to indemnification is conditioned upon the following: prompt written notice to the Indemnifying Party of any Claim for which indemnity is sought pursuant to this Agreement; control of the investigation, preparation, defense and settlement thereof by the Indemnifying Party; and reasonable cooperation by the Indemnified Party, at the Indemnifying Party's request and expense, in the defense of the Claim. The Indemnified Party shall have the right to participate in the defense of a Claim by the Indemnifying Party with counsel of the Indemnified Party's choice at the Indemnified Party's sole expense. The Indemnifying Party shall not, without the prior written consent of the Indemnified Party, settle, compromise or consent to the entry of any judgment that makes any admissions in the Indemnified Party's name or imposes any liability upon the Indemnified Party.
- (d) **Implied or Equitable Indemnity.** No party to this Agreement will be entitled to any form of implied or equitable indemnification at any time, whether based on a theory of contract, torts (including negligence), strict liability or otherwise, and any right thereto is hereby irrevocably waived and disclaimed by each of the parties.

### 13. Limitation of Liability

- (a) TUA shall indemnify, defend, and hold Merchant, its affiliates, and their respective officers, directors, agents and employees harmless from and against all damages, liabilities, costs, fees,





expenses (including reasonable legal fees) penalties, and fines (“Losses”) arising out of any claim, action, suit, demand, investigation or proceeding brought by a third party, including, without limitation, any governmental or regulatory agency (“Third Party Claims”), arising out of or relating to: (a) TUA’s failure to comply with Applicable Law; (b) claims that the Services or other intellectual property infringes a third party’s intellectual property rights; (c) TUA’s willful misconduct, negligence, intentional acts or omission, or fraud; (d) any data security breach of the systems of TUA or any of its service provides used in connection with providing the Services; (e) dispute with any Customer with respect to the Services; (f) dispute with any Financial Partner with respect to the Services.

(b) Merchant shall indemnify, defend, and hold TUA, its affiliates, and their respective officers, directors, agents and employees harmless from and against all Losses arising out of any Third Party Claim, arising out of or relating to: (a) Merchant’s failure to comply with Applicable Law; (b) claims that the Merchant’s intellectual property used by TUA infringes a third party’s intellectual property rights; (c) any misrepresentations by Merchant of the Services in its marketing of the Integrated Solution (other than as approved by Company); (d) TUA’s willful misconduct, negligence, intentional acts or omissions, or fraud; (e) any data security breach of the systems of TUA or any of its service provides used in connection with providing the Services; (f) dispute with any Customer with respect to the Services; (g) dispute with any Financial Partner with respect to the Services.

(c) Neither party shall be liable to the other for any indirect, special, incidental, exemplary punitive, treble, or consequential damages (including, without limitation, loss of business, revenue, profits, goodwill, use, data, or other economic advantage), whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not a party has previously been advised of the possibility of such damages. To the fullest extent permitted by law, TUA’s total and cumulative liability to Merchant under this Agreement will not exceed an amount equal to the total Fees paid by the Merchant to TUA during the twelve (12) month period immediately preceding the event giving rise to the claim.” . The foregoing damages limitation shall not apply to any damage arising out of: (a) a party’s gross negligence, willful misconduct, or fraud; (b) the failure of a party to comply with its obligations under section 10 (Confidentiality).

#### (14) Governing Law: Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of New York notwithstanding any conflict of law rules. Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, shall be determined by final and binding arbitration before one arbitrator. The place of arbitration shall be in the State of New York if Merchant is the claimant, and in State of New York, if TUA is the claimant. The arbitration shall be administered by Judicial Arbitration and Mediation Services pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the “Expedited Procedures” described therein. Judgment on the award may be entered by any court



having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. If for any reason this arbitration clause is deemed inapplicable or invalid, both Merchant and TUA waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

#### (15) Force Majeure

Except for each party's payment obligations, neither party will be responsible for any failure or delay in performance due, in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond its reasonable control, including, without in any way limiting the generality of the foregoing, fire, terrorism, epidemic, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, strike, lockout, unavailability of components, war, riot, acts of God, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement) or other event that is traditionally recognized by California courts as an event of force majeure. In the event of the happening of such a cause, the party whose performance is so affected will give prompt, written notice to the other party, stating the period of time the same is expected to continue. Such delay will not be excused under this Section 15 for more than ninety (90) days.

#### (16) Assignment

Neither party may assign all or part of this Agreement without such assignment being considered a change to the Agreement without the prior written consent of the other party. Notwithstanding the foregoing, such consent shall not be required in the case of an assignment in connection with the sale or transfer of all or substantially all the party's assets related to the business covered hereby, provided that the assigning party gives the non-assigning party written notice of such an assignment as soon as reasonably practicable following the close of the transaction giving rise to the assignment. Following any assignment permitted hereunder, the assignee shall have the same rights and obligations as the assignor and shall agree in writing to be bound by the terms and conditions of this Agreement.

#### (17) Term and Termination

- (a) **Term.** This Agreement shall take effect on the Effective Date and shall begin with a pilot period which shall last until thirty (30) days after Tua provides written notice of its desire to end the pilot ("Pilot Period"). During the Pilot Period, either Party may terminate this Agreement upon fifteen (15) Business Days' advance written notice to the other Party. No later than fourteen (14) days prior to the expiration of the Pilot Period, the Parties shall meet to determine whether any provisions of this Agreement should be amended. In the event it has not yet been terminated, following the expiration date of the Pilot Period ("Initial Term Start Date"), this Agreement shall automatically be extended and continue for a term of one (1) year from the



Initial Term Start Date (“Initial Term”). Following the expiration of the Initial Term, this Agreement shall renew for successive additional terms of one (1) year each (each a “Renewal Term”), upon TUA’s written notification to the Merchant of its intent to renew no less than sixty (60) days prior to the end of the Initial Term or any Renewal Term (together, the “Term”).

- (b) **Termination without Cause.** After the Pilot Period, either party may terminate this Agreement (or any one or more Order Forms) without cause and without need for judicial or administrative action, award or resolution upon providing at least ninety (90) days' written notice to the other party.
- (c) **Termination with Cause.** Notwithstanding anything to the contrary in this Agreement, either party may terminate this Agreement (or any one or more Order Forms) for a material breach by the other party that is not cured within thirty (30) days after written notice by the non-breaching party or immediately upon notice of termination in the event of a material breach that by its nature cannot be remedied within thirty (30) days. Either party may terminate this Agreement immediately if the other party (i) terminates its business operations; (ii) becomes insolvent; (iii) suffers the appointment of a receiver or makes an assignment for the benefit of creditor; or (iv) enters into any voluntary or involuntary bankruptcy proceedings. In addition, either party may terminate this Agreement immediately if (a) it discovers that the other party has misrepresented, omitted or falsified any information or documentation provided to it, including, but not limited to, its financial records, inventory records, or any Customer information; (b) the other party engages in conduct that damages or disparages its reputation or goodwill, including, but not limited to, being subject to excessive Customer complaints and/or Customer disputes (or the reputation of its services or personnel); or (c) it violates any applicable laws.
- (d) **Termination due to Loss of Financial Partner.** TUA may terminate this Agreement at its sole discretion (or any one or more of the Order Forms) immediately if there is termination of its contract with one or more of its financial partner.
- (e) **Obligations Upon Termination.** Termination will not release either party from financial obligations owed to the other party for services previously delivered or payments owed prior to termination, and the parties shall cooperate with each other to complete all outstanding obligations to Customers in a mutually agreed fashion. Further, upon termination of this Agreement, but subject to any continuation that is warranted by a transition period agreed upon by the parties in writing:
  - (i) All licenses granted by TUA will terminate and all rights shall revert to TUA. Licenses granted in this Agreement will extend to any Services for which Customer transactions have been accepted and for which Services will be delivered post-termination and for all Services that Merchant is in process of performing, except where termination is by TUA for Merchant’s uncured nonpayment.



(ii) Each party will immediately destroy or return to the other party, and upon request, certify such destruction of, all of the other's materials, documentation, data, and Confidential Information, including all related materials that were derived from such materials, documentation, data, and Confidential Information.

(iii) Each party shall immediately cease to represent itself as a partner of the other and cease its use of any of the other party's Marks. Such other party's name, logo and any other proprietary information related to this Agreement and Services will be removed immediately from each party's website, e-mail signature, marketing and promotional materials, offices and demonstration labs.

(f) **Survival.** No termination of this Agreement will release either party from any payment or other obligations owed to the other, or affect any rights or liabilities of either party with respect to any breach of this Agreement. Sections 8, 10, 12, 13, 14 and 17 shall survive termination of this Agreement until the obligations of those sections are completed.

## 18. Insurance

Beginning the Effective Date and continuing during the remainder of the Term of this Agreement, Merchant and TUA, shall obtain and maintain each at its own cost and expense, and shall continuously maintain in force and effect appropriate insurance coverage given the nature of its business and the Services provided for in this Agreement. Such insurance shall be maintained with reputable and solvent insurance companies having, where available, an A.M. Best's insurance rating of A-VII or better or a comparable financial rating from a reputable rating bureau.

No later than the Effective Date, and on an annual basis thereafter, each party shall provide to the other party a certificate of insurance evidencing that each of them has procured and is maintaining insurance policy or policies conforming to the above requirements.

## 19. Notices

All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if sent via electronic mail: (a) by Merchant to Care@tuafinancial.com (b) by TUA, to the electronic mail address submitted by Merchant on the most current Order Form between the parties, with a copy to [insert TUA's lawyers] for notices of breach, indemnification, or termination. Notices shall be deemed received one (1) Business Day after being sent by electronic mail.

## 20. Waiver

The failure of any party to enforce any of the terms and conditions of the Agreement shall not constitute a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.



## 21. Entire Agreement, Amendment, and Severability

This Agreement, including the Exhibits and all applicable Order Forms, constitutes the entire understanding and contract between the parties and supersedes all prior agreements (including any prior agreement entered into between the parties), understandings, arrangements, commitments or representations, oral or written, between the parties with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same agreement. The terms and conditions of this Agreement will further supersede all pre-printed terms and conditions contained on any purchase order or other business form submitted by Merchant to TUA, or any terms of service or “shrink-wrap” and similar license agreements that may be contained within the Services or delivered as part of the TUA IP, from the Effective Date forward. TUA may amend or modify this Agreement at any time upon thirty (30) days advance notice to Merchant. Submission by Merchant of any transactions after such thirty (30) day notice period constitutes acceptance of the modified or amended terms as if set forth herein, whether or not Merchant has signed an amendment or acknowledgment of the new terms. In addition, TUA may amend, modify, and change this Agreement at any time without notice in the event of Lender demand or as required pursuant to applicable law.. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

### Exhibit B

#### DISPUTE RESOLUTION

##### Overview

For each transaction, TUA processes the order payment and the merchant processes the order fulfillment or provides the product and/or service. If a customer experiences an issue with their product or service and contacts TUA, TUA will direct the customer to the merchant for a resolution. If the customer is unable to resolve the issue with the merchant, TUA will help facilitate the resolution.

The general resolution process:

1. Customers can open a dispute within 60 calendar days of capture, during which time, they are not responsible for making payments.
2. Both customers and merchants have 15 calendar days to provide evidence to substantiate their claims.
3. After providing all evidence, TUA will notify the customer of a decision within 15 calendar days (90 calendar days at certain merchants if a virtual card was used for the transaction).

## TUA customer dispute resolution procedures

The following Customer Dispute Resolution Procedures govern TUA’s management of disputes between Customers and Merchants relating to specific transaction processed through the Services. Capitalized



terms, unless otherwise defined herein, shall have the same meaning as in the Merchant Agreement (“the Agreement”) between TUA and Merchant.

Except as otherwise expressly set forth in the Agreement, Merchant agrees that any disputes arising from or otherwise related to a Customer’s use of the Services or Customer transactions with Merchants will be treated in accordance with the procedures set forth below. TUA may modify these Customer Dispute Resolution Procedures, from time to time, in its sole and absolute discretion, upon at least thirty (30) days’ prior written notice to Merchant.

Please direct all disputes to [resolution@tuafinancial.com](mailto:resolution@tuafinancial.com)

### 1. Customer Disputes

Merchant shall direct any customer written or verbal inquiry, compliant about TUA’s Services related to the origination, terms or servicing of any credit provided to a customer by TUA (each, an “TUA Dispute”) directly to TUA for resolution. Additionally, TUA may receive written or verbal inquiries or complaints from customers about a product or service purchased from Merchant using TUA’s Services. In such cases, TUA shall, in the first instance, direct any such verbal inquiries or complaints about a product or service purchased from Merchant directly to Merchant for resolution. If the customer is unable to resolve their inquiry or complaint with the Merchant directly within a reasonable time, then TUA may, but is under no obligation to, initiate a formal dispute (“each, a “Merchant Dispute”). In such case, TUA shall investigate TUA Disputes and Merchant Disputes as set forth below. The initiation of a TUA Dispute or a Merchant Dispute in no alters the parties’ rights and responsibilities under this Agreement or the rights and responsibilities between TUA and customers, unless otherwise stipulated.

### 2. Merchant Disputes

Types of Merchant Disputes include, but are not limited to:

Dispute Type	Description
Product not received	The customer claims that they have not received a product they purchased from the Merchant.
Product or Service unacceptable	The customer claims that a product or service they received is incorrect, damaged, substandard or otherwise fails to conform to the product or service description on the Merchants website.
Cancellation or return not processed	The customer claims that they were charged for a product or service they cancelled or returned in a manner consistent with Merchant’s stated refund and return policy in effect at the time of the Customer’s purchase.
Incorrect charge	The customer claims they were charged an incorrect amount.
Duplicate charge	The customer claims they were charged multiple times for an item or an order.

### 3. TUA’s Investigation of Disputes



TUA will use commercially reasonable efforts to resolve TUA Disputes that TUA has elected to investigate directly with the customer.

Customers shall have sixty (60) days from Merchant's capture of a transaction to request that a Merchant Dispute with respect to such transaction be initiated by TUA, subject to the conditions set forth herein. After initiating a Merchant Dispute, TUA will: (a) promptly inform Merchant of such Merchant Dispute by forwarding the dispute to Merchant along with any supporting evidence provided by Customer, and (b) withhold the disputed amount until such Merchant Dispute is resolved. Both Merchant and Customer shall have fifteen (15) days from the initiation of a Merchant Dispute to respond and/or provide supporting evidence, after which time TUA shall have fifteen (15) days to review the Merchant Dispute and Customer. TUA will consider all evidence provided by Customer and Merchant within the time frame set forth above in its investigation of Merchant Disputes. The table below illustrates common examples of evidence that a Merchant may present in order to support claim(s).

Dispute Type	Merchant rebuttal evidence
Product not received	Proof of delivery by a carrier and such proof bears the date the time was shipped, the recipient's address and proof that the recipient's address matches the address provided by the Customer during checkout. Examples include shipping tracking details from UPS, USPS or FedEx that shows product arrived at the correct address. Formal claim filed by Merchant with a carrier regarding incorrect, improper or failed delivery.
Product or Service unacceptable	Proof that the product delivered or service provided to Customer was not materially different than the advertised product. Proof of a genuine product or certificate of authenticity provided by the issuer or sealed by a reputable appraiser or auction house. *Statement that Merchant shipped to Customer product that was merchantable and that the product shipped or service provided did not materially differ from the advertised product or service.
Cancellation or return not processed	Copy of Merchant's standard refund return policy including screenshots, if posted on Merchants website. Statement identifying Merchant's relevant refund/return policy provision(s) and specifying the reason(s) Customer did not qualify for a refund/return. Proof of delivery or providing of Service to Customer. Statement stating that Customer did not return the produce.
Incorrect charge	Screenshot of website or other documentation reflecting the price of product advertised on the date of the purchase.





---

	Itemized invoice reflecting all taxes, shipping charges, and discounts that Merchant applied to Customer's purchase.
Duplicate charge	Screenshot of website or other documentation reflecting the price of product or service advertised on the date of the purchase. Itemized invoice reflecting all taxes, shipping charges and discounts applied to Customer's purchase.
Other	Documentation reflecting information in dispute, copies of relevant policies and produces, proof of delivery, an affidavit by Merchant regarding the product or service in question, itemized invoices and any other evidence.

#### 4. Resolution

TUA will resolve all Merchant Disputes in favor of the party that best substantiates its claim(s). If TUA resolved a Merchant Dispute in favor of Merchant, Merchant will not be liable for any amount of principal or interest related to the disputed transaction, and any funds withheld related to the disputed transaction shall be released. If TUA resolves a Merchant Dispute in favor of Customer, TUA shall refund the disputed amount to the Customer. In such an event, Merchant shall reimburse TUA for the amount refunded to the Customer. If the Merchant wishes to contest TUA's resolution of a Merchant Dispute, Merchant may submit a written rebuttal along with any supporting evidence to TUA promptly following resolution.

Last Updated: June 1, 2025





## Exhibit C

### TUA Prohibited Business Policy

By contracting with us, you are confirming that you will not use the Service to accept payments in connection with the following businesses, business activities or business practices:

- Narcotics, steroids, controlled/regulated substances, and drug paraphernalia
- Financial services, currency, and money transmission
- Illegal or high-risk items, activities or transactions
- IP infringement
- Abuse of Tua Service and other unfair, predatory, or deceptive business practices

(collectively “Prohibited Business”)

#### **Narcotics, steroids, controlled/regulated substances, and drug paraphernalia**

Regulated products and services	Sales of tobacco, e-cigarettes, and e-liquid; vaporizers; products and services with varying legal status on a state by state basis
Drug paraphernalia	Any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs
Pseudo pharmaceuticals	Pharmaceuticals and other products that make health claims that have not been approved by an applicable regulatory body

#### **Financial services, currency, and money transmission**

Money and legal services	Money transmitters, wire transfers, money orders; currency exchange; bail bonds; legal fees and legal services
Fund aggregation	Engaging in any form of licensed or unlicensed aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds
Gift cards	Sale of any form of stored currency value or store credit, whether that value is used at the merchant or a different seller
Precious metals commodities/speculation	Use of Tua as a financing option for purchase of goods whose prices are linked to directly or spot markets (gold, bullion, or other precious metals)
Virtual currency or stored value	Virtual currency that can be monetized, resold, or converted to physical or digital products and service or otherwise exit the virtual world. ( e.g. bitcoin)

#### **Illegal or high-risk items, activities or transactions**

Counterfeit or unauthorized goods	Unauthorized sale or resale of brands name or designer products or unauthorized goods services; sale of goods or
-----------------------------------	--



	services that are illegally imported or exported due to trade controls
Stolen goods	Sale of resale of products which have been obtained through theft or fraud
Gambling	Lotteries, fantasy sports leagues, internet gaming, contests, sweepstakes, games of chance
Pseudo medical products	Products or devices which make medical or health-related claims that have not been approved by the applicable regulatory body
Firearms, knives, and weapons	Ammunitions, firearms, certain firearm parts of accessories, and certain weapons or knives regulated under applicable law
Explosives and incendiaries	Fireworks and related goods; toxic, flammable, or radioactive materials
High risk services businesses	Forwarding brokers; identity theft and credit card protection; consulting fees; security brokerage; any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies; timeshares

### IP Infringement

Intellectual property or proprietary rights infringement	Any product or service that directly infringes or facilitates infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party; use of Tua intellectual property without express consent from Tua ; use of the Tua name or logo including use of Tua trade or service marks inconsistent with the Tua Merchant Agreement or in a manner that otherwise harms Tua or the Tua brand; any action that implies an untrue endorsement by or affiliation with Tua
--	---

### Abuse of Tua service or other unfair, predatory, or deceptive business practices

Crowdfunding/preorders	Use of Tua as a payment method for a ‘pre-order’ product or crowdfunding; any other process by which customer payments are collected for speculative fulfillment of a product or service
Backorder accumulation	Use of Tua for capture of payment for product which are in a “backordered” status
Multi-level marketing	Pyramid schemes, network marketing, and referral marketing programs
Private educational loans	Post secondary educational expenses



---

Use of Tua in a manner inconsistent with its intended use or as expressly prohibited in the Terms of Service	Use of Tua where there is no bona fide good or service sold; evasion of card network chargeback monitoring programs; sharing Tua user data with another merchant for cross-selling product or service
--	---

#### Non-Chiroractic Treatments

<b>Regenerative Health</b>	<b>Includes molecular, cellular and tissue treatment protocols</b>
<b>Weight Loss</b>	<b>Non-surgical weight loss treatments</b>
<b>Reserved</b>	<b>TUA reserves the right to deny any additional treatment protocol on a case by case basis</b>

For questions regarding whether your business would be considered a Prohibited Business, please contact us at [Care@tuafinancial.com](mailto:Care@tuafinancial.com).

Last Updated: May 9, 2025